

COLLIN COUNTY DISTRICT ATTORNEY'S BURDEN TO BLESSING PRE-TRIAL DIVERSION PROGRAM AGREEMENT

Defendant's Name: [REDACTED] **Date:** [REDACTED]
Cause Number (list only one cause number per PTD Agreement): [REDACTED]
Offense Charged (example: Class B Theft >=\$100<\$750): [REDACTED]
This offense is a: Misdemeanor (80 hrs community service) Felony (120 hrs community service)

The above-named Defendant ("Defendant") wishes to participate in Collin County's Burden to Blessing Pre-Trial Diversion Program ("PTD"). Prior to being admitted to PTD, Defendant understands that they must accept responsibility for their behavior and they have the right to refuse participation in the program and have this offense fully prosecuted.

Participation in PTD

Defendant understands that if they are admitted they will be supervised by the Collin County Community Supervision and Corrections Department ("CSCD") for up to one year on a misdemeanor offense and up to two years for a felony offense. Defendant also agrees that:

1. **Admission:** Once admitted to PTD, Defendant must remain in the program until they successfully complete it or until they are removed by the Diversion Prosecutor.
2. **Removal:** If Defendant does not comply with the conditions of PTD, they will be removed from the program, and their charge(s) will be fully prosecuted, and any information revealed about the charge(s) during the course of participation may be used against Defendant.
3. **Completion & Expunction:** If Defendant successfully completes PTD, the charge for which Defendant was admitted to PTD will be dismissed. Following a dismissal in conjunction with PTD, Defendant may file a petition to have all records and files relating to the offense expunged.

Fees, Costs, Restitution

Defendant understands that Defendant is responsible for the following fees:

1. **Program Fee:** There is a non-refundable \$500.00 fee to participate in the PTD program. Fee must be paid to CSCD by the date of Defendant's PTD Orientation in order to be admitted to PTD. This fee may be waived if Defendant is determined to be indigent.
2. **Monthly Supervision Fee:** There is a monthly CSCD supervision fee of \$55.00 that Defendant agrees to pay to CSCD. This fee cannot be waived and may be subject to change.
3. **Restitution:** All restitution amounts arising out of this charge must be paid by the date of Defendant's PTD Orientation in order to be admitted to PTD.
4. **Other Fees:** There are other fees associated with participation in PTD such as class and urine analysis fees.

Waiver of Rights

Defendant has been counseled by their attorney and hereby waives the following rights Defendant may have in order to participate in PTD:

1. **Present the case to a grand jury:** If this case is a felony, Defendant's right to have this case presented to a grand jury and to be prosecuted by a grand jury indictment; and, Defendant agrees that the case may proceed, if it is prosecuted, upon accusation by affidavit and information. Any right Defendant has under the Texas Code of Criminal Procedure Article 32.01 or any other law regarding the presentment of this case to the grand jury within any prescribed time limits;
2. **Speedy trial and Trial:** Any right Defendant may have under the U.S. Constitution or Texas Constitution to a speedy trial, and any right Defendant may have to proceed to trial of this case during participation in PTD;
3. **Confront and cross-examine witnesses:** Defendant waives any right to confront and cross-examine any witnesses concerning the results of any confirmed drug test;
4. **Confidentiality of drug treatment records:** Any right to confidentiality of drug treatment records and information for use by the Court, the District Attorney, the Diversion Program's community partners, CSCD, and Defendant's attorney, for the purpose of determining progress and participation in the program. The results of any drug test may be used in determining any sanction against the Defendant, up to and including removal from PTD.

Conditions of Supervision

During the period of supervision, Defendant will abide by all reasonable conditions set by the Diversion Prosecutor and Supervision Officer. Other conditions may be assessed as deemed necessary. Defendant agrees to the following mandatory conditions of supervision:

1. **Required Classes:** Defendant must complete classes as a condition of PTD.
 - a. Complete the one-day Super Saturday: Framing New Horizons life skills class provided by Pivot Talent Group and pay the associated fee;
 - b. Complete classes specific to the offense as determined by Supervision Officer & pay the associated fees;
2. **Fees:** Defendant must pay required PTD program fee, restitution, CSCD fees, & other associated fees;
3. **Community Service:** Defendant must perform community service as a condition of PTD.
 - a. **Requirements:** Defendant must complete 80 hours of community service hours for a misdemeanor case or 120 hours of community service for a felony case.
 - i. Defendants must complete at least 10 hours of community service each month or as directed by Supervision Officer.
 - ii. All community service must be completed at a CSCD-approved location in Collin County.
 - b. **Waiver of community service:** Up to 80 hours of community may be waived.
 - i. Upon completion of the Super Saturday: Framing New Horizons life skills class (mandatory), 40 hours of community service will be waived.
 - ii. If opting-in to the 5 Night Re-Write: Scaling New Horizons career design workshop (optional), an additional 40 hours of community service will be waived.
4. **Commit no further criminal acts** (including being arrested for any other offense anywhere);
 - a. Report all contact with police and/or law enforcement within 24 hours;
 - b. Do not use alcohol, marijuana, dangerous drugs, any substance prohibited by the Texas Controlled Substances Act, or any prescription drug not otherwise prescribed to Defendant by a treating physician;
 - c. Report use of any illegal drugs, alcohol, or other drugs not otherwise prescribed by a treating physician;

- d. Submit a non-dilute, random urine sample for drug testing (and/or other approved medical tests) as directed by Supervision Officer and pay fee for such testing;
 - e. If directed by Supervision Officer, call a designated number daily to determine the days that Defendant will submit a sample to test for illicit drug or alcohol use;
 - f. Drive only with a valid driver's license or occupational driver's license and liability insurance;
 - g. Do not possess any firearms or illegal weapons;
5. **Reporting:** Defendants must report to Supervision Officer every month as directed and truthfully answer all questions asked by Supervision Officers and report changes in address and/or employment to Supervision Officer within 48 hours.
6. **Employment:** Maintain steady employment (if a student, remain in school); and

Communications

I consent to communication between the Collin County District Attorney's Office and its community partners. With this consent, I understand that the Collin County District Attorney's Office and its community partners shall provide each other with the necessary information to ensure compliance with the terms, conditions, and contract items of the PTD program. This authorization will remain in effect throughout the course of my participation in PTD.

Defendant Acknowledgements

I acknowledge that I have received a copy of this Agreement and the conditions of supervision set out therein, and that I fully understand the same. I acknowledge that the foregoing conditions of supervision have been explained to me in full by my attorney. My attorney has counseled me regarding the penalty range for this offense. I acknowledge that I understand all of the waivers and conditions included in this Agreement, and by signing below, I hereby voluntarily enter into this Agreement.

Defendant's Printed Name

Defendant's Signature

Date

Assertions of Defendant's Attorney

In representing the Defendant and signing below, I acknowledge that I have read this Agreement and explained it to my client. I have also explained to him/her the nature and consequences of entering into this Agreement. The Defendant understand the conditions of the Burden to Blessing Pre-Trial Diversion Program, that failure to comply with the conditions will result in prosecution, and that anything in this Agreement may be used against him/her later at trial.

Attorney's Printed Name

Attorney's Signature

Date