

1 **Rule 1-552. Diversion contract.**

2 (a) **Contract requirements.**

3 (1) If the Respondent agrees or elects to participate in diversion, the terms of the
4 diversion must be set forth in a written contract. The contract will be between the
5 Respondent and the OPC.

6 (2) The OPC must monitor and supervise the conditions of diversion and the terms of
7 the diversion contract.

8 (3) The contract must specify ~~the~~any program~~(s)~~ to which the ~~attorney~~Respondent
9 will be diverted, the general purpose of the diversion, the manner in which
10 compliance is to be monitored, and any requirement for payment of restitution or cost.

11 (4) The Respondent will bear the burden of drafting and submitting the proposed
12 diversion contract. The Respondent may use counsel to assist in the negotiation phase
13 of diversion. The Respondent may also request that the OPC draft the proposed
14 diversion contract.

15 (5) The Respondent may also use benefits programs ~~provided by the Bar,~~ such as a
16 lawyer ~~or licensed paralegal practitioner~~ assistance program to assist in developing
17 terms and conditions for the diversion contract appropriate to that Respondent's
18 particular situation. Use of a lawyer ~~or licensed paralegal practitioner~~ assistance
19 program to assess appropriate conditions for diversion will not conflict that entity
20 from providing services under the contract.

21 (6) The terms of each contract must be specifically tailored to the Respondent's
22 individual circumstances. The contract is confidential and its terms may not be
23 disclosed to anyone other than the parties to the contract.

24 (b) **Contract terms.** All diversion contracts must contain at least:

25 (1) the signatures of the Respondent, the Respondent's counsel (if any), and the OPC;

(2) the terms and conditions of the plan for the Respondent and, the identity, if appropriate, of any service provider, mentor, monitor and/or supervisor and that individual's specific responsibilities. If the Respondent uses a professional or service, and it is necessary to disclose confidential information, the Respondent must sign a limited conditional waiver of confidentiality permitting the professional or service to make the necessary disclosures for the Respondent to fulfill the Respondent's duties under the contract;

(3) the necessary terms providing for oversight of fulfilling the contract terms, including provisions for those involved to report any alleged breach of the contract to the OPC;

(4) the necessary terms providing that the Respondent will pay all costs incurred in connection with the contract and those costs further specified under Rule 11-555 and any costs associated with ~~the~~any Complaints to be deferred; and

(5) a specific acknowledgement that a material violation of a contract term renders the Respondent's participation in diversion voidable by the OPC.

(c) **Amendments.** The contract may be amended if the Respondent and the OPC agree.

(d) **Status of complaint.** After a diversion contract is executed by the Respondent, the Complaint is deferred pending successful completion of the contract.