

1 **Rule 11-552.(f) Diversion contract.**

2 **(a)(1) Contract requirements.**

3 ~~(1) If the r~~Respondent agrees or elects to participate in diversion ~~as provided by~~
4 ~~this rule~~, the terms of the diversion ~~shall~~ must be set forth in a written contract. ~~If~~
5 ~~the contract is entered prior to a hearing of a screening panel of the Ethics and~~
6 ~~Discipline Committee pursuant to Rule 14-510(b), the~~ The contract ~~shall~~ will be
7 between the ~~r~~Respondent and the OPC. ~~If diversion is agreed to and entered~~
8 ~~after a screening panel of the Ethics and Discipline Committee has convened~~
9 ~~pursuant to Rule 14-510(b), the contract shall be made as part of the decision of~~
10 ~~that screening panel. OPC will memorialize the contract and decision. If~~
11 ~~diversion is agreed to and entered after a complaint has been filed pursuant to~~
12 ~~Rule 14-512, the diversion contract shall be made as part of the ruling and order~~
13 ~~of the Court.~~

14 ~~(2) Except as otherwise part of an order of a court, the Diversion Committee~~The
15 OPC shall must monitor and supervise the conditions of diversion and the terms
16 of the diversion contract.

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

21 ~~(4) The r~~Respondent ~~attorney shall~~ will bear the burden of drafting and
22 submitting the proposed diversion contract. Respondent may ~~utilize~~ use counsel
23 to assist in the negotiation phase of diversion. Respondent may also request that
24 the OPC draft the proposed diversion contract.

25 ~~(5) Respondent may also utilize Bar~~ use benefits programs provided by the Bar,
26 such as a lawyer or licensed paralegal practitioner assistance program to assist in
27 developing terms and conditions for the diversion contract appropriate to that

28 ~~R~~espondent's particular situation. Use of a lawyer's or licensed paralegal
29 practitioner assistance program to assess appropriate conditions for diversion
30 ~~shall will~~ not conflict that entity from providing services under the contract.

31 (6) The terms of each contract ~~shall~~ must be specifically tailored to the
32 ~~R~~espondent's individual circumstances. The contract is confidential and its
33 terms ~~shall may~~ not be disclosed to anyone other than the parties to the contract.

34 (b)(2) Contract terms. All diversion contracts must contain at least ~~all the following~~:

35 ~~(12)(A)~~ the signatures of respondent, ~~his~~ Respondent's counsel (if any), and the
36 ~~chair of the Diversion Committee~~ OPC;

37 ~~(2)(B)~~ the terms and conditions of the plan for ~~R~~espondent and, the identity, if
38 appropriate, of any service provider, mentor, monitor and/or supervisor and
39 that individual's specific responsibilities. If Respondent uses a professional or
40 service ~~is utilized~~, and it is necessary to disclose confidential information,
41 ~~R~~espondent must sign a limited conditional waiver of confidentiality permitting
42 the professional or service to make the necessary disclosures ~~in order~~ for the
43 ~~R~~espondent to fulfill ~~his~~ the Respondent's duties under the contract;

44 ~~(32)(C)~~ the necessary terms providing for oversight of ~~fulfillment of~~ fulfilling the
45 contract terms, including provisions for those involved to report any alleged
46 breach of the contract to the OPC;

47 ~~(42)(D)~~ the necessary terms providing that ~~R~~espondent will pay all costs
48 incurred in connection with the contract and those costs further specified
49 ~~pursuant to under subsection~~ Rule 11-555(k) and any costs associated with the
50 ~~e~~ Complaints to be deferred; and

51 ~~(5E)~~ a specific acknowledgement that a material violation of a contract term
52 renders the ~~R~~espondent's participation in diversion voidable by the ~~chair of the~~
53 ~~Diversion Committee or his designee~~ OPC.

54 ~~(c)(3)~~ **Amendments.** The contract may be amended ~~if on subsequent agreement of the~~
55 ~~Respondent and the OPC agree.~~

56 ~~(f)(4) The chair of the Ethics and Discipline Committee and OPC shall be given copies of~~
57 ~~every diversion contract entered and signed by the respondent and the Diversion~~
58 ~~Committee chair.~~

59 ~~(g) **Affidavit supporting diversion.** A diversion contract must be supported by the~~
60 ~~respondents or the respondents lawyers affidavit or declaration as approved by the~~
61 ~~Diversion Committee setting forth the purpose for diversion and how the specific terms~~
62 ~~of the diversion contract will address the allegations raised by the complaint. The~~
63 ~~respondent is not required to admit to the allegations in the complaint upon entering~~
64 ~~diversion. However, an admission and/or acknowledgement may be relevant and~~
65 ~~necessary as part of treatment in diversion. Such an admission shall be confidential for~~
66 ~~treatment purposes, shall not be released to any third party, and shall not be treated~~
67 ~~as an admission against interest nor used for future prosecution should diversion fail.~~

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

70 Effective December 15, 2020