

**TWELFTH JUDICIAL DISTRICT ATTORNEY'S
PRE-PROSECUTION DIVERSION PROGRAM
APPLICATION PACKET**

Applicant: _____

Defense Attorney: _____

Charge(s): _____

D- _____ -CR- _____ - _____ DIV. _____

M- _____ - _____ - _____ DIV: _____

Date Submitted to Prosecution: _____ / _____ / _____

Prosecutor Whom Approved of PPD: _____

To avoid complications or delays, it is very important that the following referral procedure be followed and that all the necessary documents and signatures are completed at the time the packet is submitted.

If the Defense Attorney believes a Defendant would make a good candidate for Pre-Prosecution Diversion, the Defense Attorney should contact the District Attorney to see if he/she concurs. The **District Attorney must agree** to the Defendant's diversion into the program. The case must meet minimum eligibility criteria as determined by statute and any other criteria deemed by the District Attorney. This means the Defendant must have no prior felony convictions for a violent crime and no prior felony conviction for any crime during the previous ten years. The Defendant must not have previously participated in a similar program during the previous ten years. If the Defendant was previously on probation, the probation must not have been revoked or unsatisfactorily discharged. The crime alleged to have been committed by the Defendant **must be non-violent in nature**, with the exception of domestic disputes not involving a minor. If the offense charged is drug-related, it must not involve the sale or possession of substantial amounts of a controlled substance.

The Defense Attorney should then meet with the Defendant and assist them in completing the application. The Defense Attorney should talk to the Defendant about the PPD Program. The Defense Attorney will have the Defendant waive his Constitutional right to a preliminary hearing (Waiver of Preliminary Hearing) contained in this packet, pursuant to Rule 31-16A-6 (A) and will ensure that the **Defendant's Statement contains admissions to all elements of all crimes charged against the Defendant**. Defense Attorney's signature on these documents verifies that the Defense Attorney has reviewed these documents with the Defendant. All original documents, signed and notarized, may then be submitted to the PPD Program Director. Failure to provide all documents completely filled out will delay the process and may result in rejection of the Defendant from participation in the PPD Program.

Victims and law enforcement agencies will be contacted for input about whether Defendant will be allowed to enter the PPD Program.

Following receipt of the completed packet, PPD Program Director will submit the Defendant's statement to the District Attorney for approval. If the statement is approved and the victims and Law enforcement have no objections, a decision will be made by the District Attorney's office on whether this case is acceptable for the Program. If so, the PPD Program Director will call or send a letter to the Defendant to schedule an appointment for a **personal interview, which must take place within two weeks from receipt of the approved statement**. Following the interview, if the Director feels the Defendant is appropriate for the program he will have the defendant sign an agreement contract and place the defendant into PPD status. If for some reason the defendant was not immediately accepted after the interview, a call or letter will be sent to the Defendant informing him/her as to the status of their acceptance within five (5) working days. If not accepted, the defense attorney will be notified as to the reason for the denial.

The Director will then file a Waiver of Speedy Trial within Six Months and the Notice of PPD, suspending criminal proceedings. A copy will be sent to the Defendant and the Defense Attorney as soon as it is signed and filed.

If the Defendant successfully completes the Program, the Program Director will file a Motion and Order to Dismiss indicating Defendant's successful completion of the Diversion Program. If the Defendant is unsuccessfully terminated from the Program, a Notice of Termination from the Pre-Prosecution Diversion Program will be filed and an arraignment will be requested.

**PREPROSECUTION DIVERSION PROGRAM
APPLICANT SOCIAL HISTORY**

NAME

| | | | |
|------|-------|--------|--------|
| Last | First | Middle | Maiden |
|------|-------|--------|--------|

Nicknames/Moniker/Other: _____

Date of Birth: _____ Age: _____ Place of Birth: _____ Race: _____

Citizenship: _____ Sex: _____ Social Security No.: _____

Driver's License No.: _____ State: _____ valid suspended revoked

Height: _____ Weight: _____ Eyes: _____ Hair: _____

Scars/Marks: _____

Tattoos/Piercings: _____

ADDRESS

Mailing Address: _____

| | | | |
|-------------------|------|-------|----------|
| Street/Box Number | City | State | Zip Code |
|-------------------|------|-------|----------|

Physical Address: _____

Home Phone: _____ Work Phone: _____

Other number(s) where you can be reached: _____

VEHICLE

Make: _____ Model: _____ Year _____

Color: _____ Plate Number: _____

MILITARY SERVICE

Have you ever served in the Armed Forces? NO YES Branch: _____

Dates of Service: ____/____/____ to ____/____/____ Occupation: _____

Type of Discharge: Honorable Dishonorable Bad Conduct Medical

General - If General, under what conditions? _____

CURRENT CHARGE(S)

Date of Offense: ____/____/____ Arresting Agency: _____

Co-Defendant(s): _____

Type of Release: ____ Own Recognizance ____ 3rd Party - - Name: _____

____ Bond - - Amount: \$_____ Bondsman: _____

PRIOR RECORD

Indicate below all contacts with law enforcement agencies. Include any time you have been arrested, questioned, detained, or cited.

You must disclose all prior law enforcement encounters whether or not you were convicted. Any failure to disclose prior involvement with law enforcement agencies will result in your immediate dismissal from this program.

| <u>DATE</u> | <u>CHARGE</u> | <u>AGENCY</u> | <u>DISPOSITION</u> |
|-------------|---------------|---------------|--------------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

Have you ever been the victim of a crime? NO YES if so, explain: _____

Have you ever been called as a witness in a criminal proceeding? NO YES If so,

Explain: _____

GANG ACTIVITY

Are you presently affiliated with a gang? NO YES Gang: _____

Have you ever been a member of a gang? NO YES Gang: _____

HEALTH

Current Health: Excellent Good Fair Poor

Do you currently suffer from any illness, disease or disability? NO YES

If so, explain: _____

Do you currently suffer from any mental illness or psychiatric disorder? NO YES

If so, explain: _____

Have you ever received counseling/treatment for an emotional, psychological, or psychiatric problem? NO YES If so, explain: _____

Are you currently under a physician's care? NO YES if so, explain: _____

Are you currently taking medication? NO YES If so, please list the medication and the corresponding condition: MEDICATION CONDITION

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Is there any physical or health-related reason why you are unable to work? NO YES

If so, explain: _____

Are you legally disabled? NO YES If so, explain: _____

Do you feel you require medical treatment that you have not received? NO YES

If so, explain: _____

Do you feel you require emotional, psychological or psychiatric treatment that you have not received? NO YES If so, explain: _____

DRUG USE HISTORY

Is the current charge against you related to the use of drugs? NO YES

Do you currently, or have you ever, used any of the following drugs?

Marijuana NO YES Age: _____ Duration: _____

Peyote NO YES Age: _____ Duration: _____

Barbiturates NO YES Age: _____ Duration: _____

Amphetamines NO YES Age: _____ Duration: _____

Methamphetamine NO YES Age: _____ Duration: _____

Methaqualone NO YES Age: _____ Duration: _____

LSD NO YES Age: _____ Duration: _____

PCP NO YES Age: _____ Duration: _____

Cocaine NO YES Age: _____ Duration: _____

Heroin NO YES Age: _____ Duration: _____

Inhalants: NO YES Age: _____ Duration: _____

Are you addicted to any illegal drug? NO YES if so, explain: _____

Have you ever abused, or are you now addicted to, any prescription medication? NO YES

If so, explain: _____

Have you ever received treatment for drug abuse? NONE OUT-PATIENT IN-PATIENT

If so, where and when? _____

ALCOHOL USE HISTORY

Is the current charge against you related to the use of alcohol? NO YES

Do you drink alcohol? NO YES If so, how often and how much? _____

Have you ever received treatment for alcohol abuse? NONE OUT-PATIENT IN-PATIENT

If so, where and when? _____

RESIDENTIAL HISTORY

How long have you been a New Mexico resident? _____

Type of Residence: ___House ___Mobile Home ___Apartment ___Other _____

Length of time at current residence? _____

Previous Addresses over the past ten (10) years (Street, City, State):

Who lives with you?

Name

Relationship

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

MARITAL STATUS

Single Married Divorced Engaged Separated Common Law Widow(er)

Spouse's Full Name: _____ DOB: _____

Date of Marriage: _____ Number of previous marriages: _____

Spouse's Employer: _____

CHILDREN

List all natural, step, and adopted children:

| <u>Name</u> | <u>Age</u> | <u>Child Support</u> | <u>Amount</u> |
|-------------|------------|----------------------------|---------------|
| _____ | _____ | Paying <i>or</i> Receiving | \$ _____ |
| _____ | _____ | Paying <i>or</i> Receiving | \$ _____ |
| _____ | _____ | Paying <i>or</i> Receiving | \$ _____ |
| _____ | _____ | Paying <i>or</i> Receiving | \$ _____ |
| _____ | _____ | Paying <i>or</i> Receiving | \$ _____ |

EXTENDED FAMILY

List parents and siblings (natural, step, or adopted):

| <u>Name</u> | <u>Age</u> | <u>Address</u> | <u>Occupation</u> |
|-------------|------------|----------------|-------------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

Does any member of your family have an arrest record or felony conviction? NO YES

If so, who and for what? _____

Is any member of your family currently in jail, prison, or on probation or parole? NO YES

If so, who and for what? _____

EDUCATION

___ Less than High School If so, highest grade completed: ___

___ High School Graduate ___ GED ___ Vocational/Technical Training

___ Some College ___ College Graduate B.A./B.S M.A./M.S. Docturate

| <u>School/Institution</u> | <u>Graduation Date</u> | <u>Degree Conferred</u> |
|---------------------------|------------------------|-------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Do you have plans to obtain further education? NO YES If so, explain: _____

EMPLOYMENT HISTORY

Are you currently employed? NO YES If so, where? _____

Employer's Address: _____

Job Title/Duties: _____ Supervisor: _____

How long have you been at this job? _____ Rate of Pay:\$ _____

Does your employer know that you are facing criminal charges? NO YES

List all employers for the past five (5) years:

| <u>Employer</u> | <u>Position</u> | <u>Location</u> | <u>Dates</u> | <u>Reason for Leaving</u> |
|-----------------|-----------------|-----------------|--------------|---------------------------|
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |

FINANCIAL

List monthly income below. *Be sure to include job earnings, spouse earnings, child support, AFDC, WIC, food stamps, housing, retirement, SSI, Disability, parents, etc.*

| <u>Source</u> | <u>Amount</u> | <u>Source</u> | <u>Amount</u> |
|---------------|---------------|---------------|---------------|
| _____ | \$ _____ | _____ | \$ _____ |
| _____ | \$ _____ | _____ | \$ _____ |
| _____ | \$ _____ | _____ | \$ _____ |

List monthly expenses below. *Be sure to include rent/mortgage, vehicle payments, utilities, groceries, child care, loans, credit cards, and other outstanding debt.*

| <u>Payee</u> | <u>Services Rendered</u> | <u>Amount</u> |
|--------------|--------------------------|---------------|
| _____ | _____ | \$ _____ |
| _____ | _____ | \$ _____ |
| _____ | _____ | \$ _____ |
| _____ | _____ | \$ _____ |
| _____ | _____ | \$ _____ |
| _____ | _____ | \$ _____ |

TRANSPORTATION

Do you own a vehicle? NO YES If not, how do you get around? _____

If so: Year: _____ Make: _____ Model: _____

Color: _____ Plate #: _____ Insurance Carrier: _____

COMMUNITY ACTIVITIES

Are you involved in any community activities? NO YES If so, list affiliations: _____

Are you affiliated with any clubs or professional organizations? NO YES If so, list: _____

What do you do in your spare time (hobbies, interests)? _____

Why do you feel you are a good candidate for the PPD Program? _____

I hereby certify that the information contained in this application is true and correct to the best of my knowledge. I understand that any omission or falsification of information may be grounds for rejection of my application to the Pre-Prosecution Diversion Program.

Applicant's Signature

____/____/____

Date

Defense Attorney's Signature

____/____/____

Date

RESTITUTION

As a condition of the Pre-Prosecution Diversion Program, you are required to make Restitution for any damages or losses resulting from your criminal activity. You must pay at least half of the entire amount due in restitution prior to being accepted into the program (exceptions may be granted with the District Attorney’s and Program Director’s approval).

How much do you owe in restitution? \$ _____

To whom is the restitution due? _____

How much have you paid to date? \$ _____

How will you get the money to pay your restitution? _____

SUPERVISION FEE

Every participant in the PPD program is required to pay to the Office of the District Attorney costs related to the Defendant’s participation in the program. These are to be paid monthly in the amount of not less than fifteen dollars (\$15) and not more than eighty-five dollars (\$85), subject to modification by the District Attorney on the basis of Defendant’s financial circumstances.

Are you willing to pay the assigned fee each month? NO YES

COMMUNITY SERVICE

As a condition of the PPD Program, all participants are required to perform community service hours ranging from 40 – 200 hours. This number is assigned by the Prosecutor and the PPD Director based upon type of charge and other numerous criteria.

Are you willing to perform the assigned number of community service hours? NO YES

If so, where will you do your community service work? _____

LENGTH OF PROGRAM

The PPD Program ranges from a minimum of one year (12 months) and up to a maximum of two years (24 months). Taking into consideration the severity of your crime, your need for special services such as counseling, Budgeting and Finance counseling, and your financial responsibility as it applies to restitution, supervision fees, counseling fee’s, and random alcohol and drug tests,

Applicant’s Signature

____/____/____
Date

Defense Attorney’s Signature

____/____/____
Date

GUIDELINES FOR DEFENDANT'S WRITTEN STATEMENT FOR PRE-PROSECUTION DIVERSION PROGRAM APPLICATION

An **ACCEPTABLE STATEMENT** must meet the following criteria:

- ▶ The statement must be true, complete, and voluntary. The facts should not be altered by the Defendant in order to qualify for the PPD Program.
- ▶ The statement must acknowledge that the Defendant has had his/her Fifth Amendment rights explained to him/her by Defense Counsel and that Defendant understands and specifically waives his/her Fifth Amendment rights against self-incrimination.
- ▶ The statement must contain the Defendant's **admission to each essential element of the crime(s)** as applicable including *intent, date, time, place, venue, how the crime was committed, damage done, property taken, and participation of other individuals*. This admission must be in the **Defendant's own words** and NOT a legalistic recitation of the elements as contained in the statute or jury instructions.
- ▶ Defendant must sign the statement on *each page* if a multiple page statement is submitted. **Each page must also be notarized.**
- ▶ Attorney for the Defendant must sign the statement acknowledging that his/her client has been advised of and understands the purpose and consequences of giving the statement.
- ▶ Statement must be provided to the PPD Program Director along with the entire completed packet.
- ▶ Failure to provide an acceptable Statement will be grounds for rejection of Defendant's application to the PPD Program.

STATE OF NEW MEXICO
COUNTY OF OTERO
TWELFTH JUDICIAL DISTRICT

CAUSE NO. _____
DIVISION _____

STATE OF NEW MEXICO,
Plaintiff,

vs.

_____,
Defendant,

STATE OF NEW MEXICO)
COUNTY OF OTERO)

STATEMENT

I, _____, in giving this statement, understand that I am giving up my Fifth Amendment right against self-incrimination, that is, the right to not be a witness against myself. I waive this right intentionally, voluntarily and intelligently.

I understand further that this statement may be used against me in court if I am terminated from the Pre-Prosecution Diversion Program (PDP). This statement may also be used to impeach me if I testify in any case of a co-defendant.

If not accepted into the PDP, this statement shall be used against me only for purposes of impeachment.

Date

Defendant

SUBSCRIBED AND SWORN to before me this ____ day of _____, 20____.

My Commission Expires:

Notary Public

REVIEWED BY:

Date

Defense Attorney

STATE OF NEW MEXICO
COUNTY OF OTERO
TWELFTH JUDICIAL DISTRICT

CAUSE NO. _____
DIVISION _____

STATE OF NEW MEXICO,
Plaintiff,

vs.

_____,
Defendant,

STATE OF NEW MEXICO)
COUNTY OF OTERO)

STATEMENT

I, _____, the Defendant in the above-referenced
matter, being first duly sworn upon my oath, hereby state: _____

Date

Defendant

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____.

My Commission Expires:

Notary Public

REVIEWED BY:

Date

Defense Attorney

STATE OF NEW MEXICO
COUNTY OF OTERO
TWELFTH JUDICIAL DISTRICT

CAUSE NO. _____
DIVISION _____

STATE OF NEW MEXICO,
Plaintiff,

vs.

_____,
Defendant,

STATE OF NEW MEXICO)
COUNTY OF OTERO)

STATEMENT CONTINUED

Date Defendant

SUBSCRIBED AND SWORN to before me this ____ day of _____, 20____.

My Commission Expires: _____
Notary Public

REVIEWED BY:

Date Defense Attorney

STATE OF NEW MEXICO
COUNTY OF OTERO
TWELFTH JUDICIAL DISTRICT

CAUSE NO. _____
DIVISION _____

STATE OF NEW MEXICO,
Plaintiff,

vs.

_____,
Defendant,

STATE OF NEW MEXICO)
COUNTY OF OTERO)

STATEMENT CONTINUED

Date

Defendant

SUBSCRIBED AND SWORN to before me this ____ day of _____, 20____.

My Commission Expires:

Notary Public

REVIEWED BY:

Date

Defense Attorney

STATE OF NEW MEXICO
COUNTY OF OTERO
TWELFTH JUDICIAL DISTRICT

CAUSE NO. _____
DIVISION _____

STATE OF NEW MEXICO,
Plaintiff,

vs.

_____,
Defendant,

AUTHORIZATION TO RELEASE INFORMATION

I, the undersigned Defendant, hereby authorize the Office of the District Attorney to release to the public all information submitted by me in my application to the Pre-Prosecution Diversion Program. I understand that certain information, which might be released by the Office of the District Attorney may otherwise be confidential, after having been advised by my attorney of my rights, I hereby waive any rights I may have to privacy concerning documents I have submitted to the Pre-Prosecution Diversion Director.

I understand that the Pre-Prosecution Diversion Program will not release to the public the statement I made admitting guilt nor any notes of the various Programs Officers, or other employees of the Pre-Prosecution Diversion Program made with regard to my admission or performance on the Pre-Prosecution Diversion Program.

Date

Defendant

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____.

My Commission Expires:

Notary Public

REVIEWED BY:

Date

Defense Attorney

TWELFTH JUDICIAL DISTRICT ATTORNEY'S OFFICE
1000 New York Avenue, Room 301
Alamogordo, NM 88310

**PRE-PROSECUTION DIVERSION PROGRAM
AUTHORIZATION FOR RELEASE OF INFORMATION**

I, _____, do hereby grant any financial/credit institution, doctor, medical facility, psychiatric/psychological facility, school, past or present employer, law enforcement agency, probation department, insurance agency, social welfare department, and alcohol or drug abuse counselor or agency permission to release any and all information personally known by them to any authorized representative of the Twelfth Judicial District Attorney's Office in and for Otero and Lincoln Counties, New Mexico. I acknowledge that this information is to be used by the District Attorney's Office in investigating and evaluating my background to determine my progress while under supervision in this office.

Photocopies of the original of this release are to serve as a substitute for the original. This release will expire two (2) years from the date of my signature below.

Date

Defendant

SUBSCRIBED AND SWORN to before me this ____ day of _____, 20____.

My Commission Expires:

Notary Public

STATE OF NEW MEXICO
COUNTY OF OTERO
TWELFTH JUDICIAL DISTRICT

CAUSE NO. _____
DIVISION _____

STATE OF NEW MEXICO,
Plaintiff,

vs.

_____,
Defendant,

WAIVER OF PRELIMINARY HEARING

The Complaint having been read to me, and having been advised of my rights, I, by and through my counsel, hereby waive to a Preliminary Hearing and elect to proceed without having such a hearing.

A copy of this Waiver has been furnished to me, and dated this ____ day of _____, 20_____.

Defendant

Defense Attorney

I hereby certify that a copy of the foregoing Waiver was forwarded to the Office of the District Attorney this

____ day of _____, 20_____.

Attorney for the Defendant

STATE OF NEW MEXICO
COUNTY OF OTERO
TWELFTH JUDICIAL DISTRICT

CAUSE NO. _____
DIVISION _____

STATE OF NEW MEXICO,
Plaintiff,

vs.

Defendant,

**WAIVER OF SPEEDY TRIAL AND
TRIAL WITHIN SIX MONTHS – RULE 5-604(B)**

I, _____, being duly sworn upon my oath state: I have been informed of the criminal charges against me in the above-captioned matter charging the offense of _____

_____, and of my right to have both a speedy trial and a trial within six (6) months, pursuant to Rule 5-604(B), upon the offense charged against me. Being fully advised by my attorney of all my legal rights regarding these charges and with the knowledge that I am being placed upon Pre-Prosecution Diversion Supervision and as a condition of that Pre-Prosecution Diversion Supervision, I do hereby fully and voluntarily waive my right to both a speedy trial and a trial within six (6) months pursuant to Rule 5-604(B). I further understand that this Waiver shall be in effect if my participation in the Pre-Prosecution Diversion Program is terminated for any reason.

Date

Defendant

SUBSCRIBED AND SWORN to before me this ____ day of _____, 20____.

My Commission Expires:

Notary Public

REVIEWED BY:

Date

Defense Attorney

STATE OF NEW MEXICO
COUNTY OF OTERO
TWELFTH JUDICIAL DISTRICT

CAUSE NO. _____
DIVISION _____

STATE OF NEW MEXICO,
Plaintiff,

vs.

_____,
Defendant,

PRE-PROSECUTION DIVERSION PROGRAM APPLICATION AGREEMENT

On the authority of the District Attorney for the Twelfth Judicial District, Lincoln and Otero Counties, State of New Mexico, the Defendant has been certified eligible for participation in the Pre-Prosecution Diversion (PPD) Program. This Pre-Prosecution Diversion Program Agreement, entered into between the State of New Mexico, Office of the District Attorney, Twelfth Judicial District, and the Defendant, represents the understanding that the Defendant will comply.

This agreement extends only to and includes the charges in the above captioned matter which are presently pending against the Defendant, and to no other charges or causes not specifically mentioned herein. This agreement shall not operate as a contract for immunity from prosecution for the charge(s) referred to herein. Further, should the Defendant fail to meet the terms and conditions of this agreement, the agreement shall be void at the option of the District Attorney, without notice or hearing, and prosecution may be instituted.

1. Defendant represents that participation in the Pre-Prosecution Diversion (PPD) Program is voluntary. Defendant is willing to participate in the Program and to submit to all Program requirements.
2. If Defendant's application to the PPD Program is rejected or withdrawn, such rejection or withdrawal may result in the initiation of prosecution for the underlying offense. After rejection or withdrawal, Defendant may not again apply to the Program.
3. If Defendant is terminated from the PPD Program for cause, the Court may issue a warrant for arrest or summons to compel Defendant's appearance before the Court.
4. It is agreed that Defendant meets the eligibility criteria for acceptance into the PPD Program and Defendant's Attorney, having investigated the case and having advised the Defendant of applicable law, believes it to be in Defendant's best interest to enter into this agreement.
5. Defendant represents that he/she has no prior felony conviction or significance criminal record, and has never been unsatisfactorily discharged from probation or any diversion program.

6. Defendant agrees to give a written statement detailing Defendant's participation in and guilt of the crime(s) for which Defendant is charged. Defendant acknowledges that if terminated for failure to complete the PPD Program, this statement may be used against the Defendant in Court. Defendant also understands that if not accepted into the Program, this statement of guilt shall be used against Defendant only for purposes of impeachment. Defendant agrees to provide the Program Director the appropriate waivers required by statute.
7. Defendant shall participate in the PPD Program for a period of not less than six (6) months nor more than twenty-four (24) months, the period of time to be determined by the PPD Program Director. This time period shall be subject to extension at the discretion of the PPD Program Director and District Attorney, provided that the extension coupled with the original period does not exceed twenty-four (24) months.
8. Defendant must have or attempt to obtain a valid driver's license or photo-identification card. Defendant will show this photo ID to the Program Director upon acceptance.
9. Defendant agrees to be completely law abiding during the term of this agreement. If arrested for any reason on any charge, Defendant shall immediately report the arrest to the PPD Program Director.
10. Defendant agrees to keep the PPD Program Director advised of Defendant's current whereabouts throughout the entire PPD Program and will report immediately any change of employment, residence, telephone, marital status, income or financial status, etc. Defendant agrees not to leave Otero county without prior approval from the PPD Program Director.
11. Defendant agrees to enroll in a GED program if Defendant does not have a high school diploma or GED or is not attending school, provided that such enrollment does not interfere with Defendant's employment.
12. Defendant agrees to truthfully answer all inquiries and carry out all instructions of the Program Director.
13. Defendant grants permission for the Program Director, or authorized agent of the Program Director, to visit Defendant's home, place of employment, school or other location for the purpose of carrying out adequate supervision.
14. Defendant agrees to make every effort to gain and retain employment. If unemployed, Defendant will cooperate with any effort made to obtain employment for the Defendant. If Defendant loses his or her job for any reason, Defendant shall immediately report this fact to the Program Director.
15. During the term of Defendant's participation in the PPD Program, Defendant shall not consume alcoholic beverages and shall not use any controlled substance unless prescribed by a physician. Defendant shall not own, possess, use, buy, sell, distribute, or have under his/her control: (1) controlled substances, illegal drugs (including marijuana), in any form, without a medical prescription; or (2) firearms or other deadly weapons.
16. Defendant agrees to submit to any psychological, drug/alcohol, Vocational Rehabilitation or any other tests, examinations or evaluations and treatment procedures if so instructed

by the Program Director. Defendant agrees that the cost of such examinations, evaluations, and any resulting treatment procedures or counseling shall be Defendant's responsibility. Defendant shall provide written verification of any and all such tests, examinations, evaluations, treatment procedures, and/or counseling. Written verification shall be submitted along with Defendant's Monthly Reports the first week of each month. Defendant shall voluntarily submit to urinalysis testing, at his/her own expense, at the discretion of the Program Director or authorized representative of the Program Director.

17. Defendant shall report to the PPD Program Director at the Office of the District Attorney in person once each month, or as otherwise instructed, during the probationary term. Defendant agrees that any failure to appear for appointments with the Program Director will be sufficient grounds for termination from the PPD Program.
18. Defendant shall pay costs related to participation in the PPD Program in an amount of \$15 minimum to \$85 maximum per month, due on or before the 15th day of each month, unless specified by PPD Program Director, during the time the Defendant is participant in the PPD Program. **Monthly costs will not be waived**, but are subject to modification on the basis of Defendant's changed financial circumstances. Said costs are only to be accepted in the form of **money orders or cashier's checks (personal checks and cash will not be accepted)**, made payable to the DA's Office.
19. Defendant shall, if applicable, pay restitution to the victim(s) for any damages or losses resulting from any criminal act in which Defendant participated as a principal, accessory or co-conspirator. Defendant must pay approximately one-half of the amount of restitution before being accepted into the PPD Program. The balance of the restitution is to be paid in monthly installments. The Program Director and the District Attorney must approve any exception or waiver of this term.
20. Defendant will be required to reimburse the county for any costs of extradition incurred.
21. Defendant shall perform 50 – 200 hours of community service work and shall provide written documentation of the work performed. Participants **must complete the community service within the first six (6) months of their program**. Hours will be *increased* for those who do not comply with the deadline. The number of community service hours is assigned by the Program Director.
22. Defendant shall at all times conduct himself/herself in an honorable manner as a law abiding member of the community and shall not endanger, in any way, the person, property, rights, dignity, or morals of others or himself/herself.
23. Defendant shall comply with all Municipal, County, State, and Federal laws, ordinances, or orders. Defendant agrees that being charged with any subsequent offense will constitute sufficient grounds for termination from the PDP Program.
24. Defendant shall promptly reply to any communication from the Program Director or the District Attorney's Office.
25. Defendant shall submit written reports by the 10th of each and every month during the Defendant's period of supervision. Defendant shall submit written reports in accordance with instructions from the Program Director. Defendant shall be responsible for the truthfulness of these reports and understands that any false report submitted by the Defendant, written or oral, to any official of the Office of the District Attorney will be grounds for an unsatisfactory termination of the Defendant's Diversion status and a revival of criminal charges.

26. Defendant shall voluntarily submit to warrantless searches of his/her person, property, residence, and/or automobile at the discretion of the Program Director or authorized agent of the Program Director.
27. Defendant shall not communicate either directly or through any other person, with inmates of any prison, jail, reformatory, or other correctional institution, or visit such person unless Defendant has permission of the PPD Program Director.
28. Defendant will not associate with any person having a criminal record or who is otherwise of bad repute. Defendant will not associate with any person with whom the Program Director forbids association.
29. Defendant will support all dependants and assume toward them all moral and legal obligations.
30. Defendant agrees that the Program Director and the District Attorney's Office may, during the period of supervision, terminate, extend, or modify the terms and conditions of probation. Defendant agrees to abide by any additional agreement. A modification or waiver of any of the provisions herein shall be effective only if made in writing and executed with the same formality of this agreement. The failure to insist upon performance of any of the provisions of this agreement shall not be a waiver of any subsequent default of the same nature.
31. Defendant agrees that termination of this probationary status may occur if it is determined a prior criminal record exists which was not disclosed by the Defendant as required on the PPD Application.
32. Defendant swears that he/she has never been on probation where it was revoked or received an unsatisfactory discharge. Further Defendant swears that he/she has not been admitted to a program similar to Pre-Prosecution Diversion within the past 10 years.
33. If it is discovered that Defendant provided false information or omitted information on any documents relating to Defendant's application to the PPD Program, this will constitute sufficient grounds for rejection from the PPD Program. If it is discovered that Defendant provided false information or omitted information on any subsequent document after being accepted into the PPD Program, this will constitute sufficient grounds for termination from the PPD Program.
34. Defendant agrees that any violation or unsatisfactory performance of any of the terms, conditions, or requirements of this agreement will constitute sufficient grounds for termination from the PPD Program. Defendant agrees that this agreement may be terminated if the Defendant is not benefiting from the PPD Program. This determination will be decided by the Program Director and District Attorney.
35. This agreement between the Defendant and the District Attorney's Office for the Twelfth Judicial District represents the complete understanding between the parties. There are no representations, warranties, covenants, or undertakings other than those expressly set forth herein. This agreement shall be governed, construed and enforced in accordance with the laws of the State of New Mexico. If at any time, it is determined that a portion of this agreement is invalid, the remainder shall not be affected thereby and shall continue in full force and effect.

36. The District Attorney shall appoint a Program Director for the Pre-Prosecution Diversion Program.
37. The Defendant may be required to undergo a psychological evaluation, at Defendant's expense, as part of the application procedure. Defendant shall disclose said evaluation to the Program Director for consideration prior to acceptance to or rejection from the Pre-Prosecution Diversion Program. Said evaluation is subject to the approval of the District Attorney and Program Director.
38. The District Attorney's decision to terminate a participant from the Pre-Prosecution Diversion program shall be final. This agreement may be reviewed by a Court of competent jurisdiction in accordance with the case of State v. Trammel, 100 N.M. 543, P.2d 827 (Ct. App. 1983) to ensure that this agreement has been upheld by both parties and that the statutory authority of the District Attorney has not been violated.

I, _____, the undersigned applicant, understand, agree and take the personal responsibility to comply with the terms and conditions of the Pre-Prosecution Diversion Program (PPD), by any changes therein, and by the specific conditions of supervision imposed by the Program Director.

Date

Defendant

SUBSCRIBED AND SWORN to before me this ____ day of _____, 20____.

My Commission Expires:

Notary Public

REVIEWED BY:

Date

Defense Attorney