



# STATE OF RHODE ISLAND

## SUPERIOR COURT

### PARTICIPANT AGREEMENT

|  |   |
|--|---|
| <b>State of Rhode Island</b><br>v.<br><b>Defendant</b> | <b>Case Number</b>  |
|  | <b>Date of Birth</b>  |
|  | <b>Start Date:</b> _____<br><b>End Date:</b> _____<br><b>Case Worker(s):</b> _____<br>_____ |
| <b>Address</b>   |   |
| <b>Telephone Number:</b>                               |   |

I, \_\_\_\_\_, agree to take part in the Superior Court Diversion Program (Program) and be monitored by the court. I understand that if I fulfill the terms of this Participant Agreement (Agreement), the Department of Attorney General will not file a charge(s) against me and/or pursue the charges that are currently pending. Furthermore, if I successfully complete the Program, I will be eligible to have my case dismissed and sealed. I understand that if I do not fulfill the terms and conditions of this Agreement, I will be terminated from the Program and my case will proceed through the normal course of felony charging and prosecution.

An absolute requirement for this Agreement is that I must avoid committing a crime during the term of my participation in the Program. I understand that if at any time during that period, there is probable cause as determined by the court to believe that I have committed any criminal offense that is not the subject of this Agreement, the court may use its discretion to revoke this Agreement and terminate my participation on the Program.

I understand that if, at any time during my participation in the program, it is discovered that I have a criminal record *anywhere* beyond that included in the discovery materials or previously disclosed by me to the Department of Attorney General, or that I have other pending matters that I knew or should have known about that ultimately result in criminal charges, the court reserves the right to revoke this Agreement.

I understand that I am obligated to report any police contact that results in arrest or citation to my case manager as soon as possible. Police contact does not mean the Agreement will be automatically terminated. However, failure to notify my case manager of police contact will be deemed a violation of the Agreement and may result in termination from the Program.

I further agree that this Agreement tolls any applicable civil and/or criminal statute of limitations.



## STATE OF RHODE ISLAND

### SUPERIOR COURT

I understand that it is my responsibility to fulfill any and all conditions of this Agreement. While my case manager will help me fulfill my obligations, it is my responsibility to complete all requirements and provide any documentation that is requested.

I understand and agree that my case will be held open until \_\_\_\_\_. I also understand that the anticipated length of my participation in the program may be decreased or extended by stipulation of all the parties.

I understand that there may be periodic meetings between the court, the case manager, my attorney, a representative from the Department of Attorney General, and me to address my compliance with the conditions of this Agreement, which I will be required to attend unless my attendance is waived by the court. Upon advance notice from the court or another party to this Agreement, my attorney agrees to make a good faith effort to attend these meetings.

I understand that I can quit this program at any time, but if I do, my case will proceed as it would have had I not entered this program. I understand that all information about my cooperation with this program will be shared with the court, the Department of Attorney General and its staff, the caseworker(s), and my attorney.

#### **As a condition of this Agreement, I must:**

1. Meet with my caseworker(s) immediately after signing this Agreement. All statements made to my caseworker(s) with regards to this case are confidential and cannot be used against me if I am terminated from this program and I am later prosecuted by the Department of Attorney General.

2. Respond to the caseworker(s) when contacted to determine compliance with this Agreement. Failure to respond to the caseworker(s) may result in termination of this Agreement.

3. Continue to reside at the address provided in this Agreement and keep the caseworker(s) and my attorney advised of my contact information at all times. In the event of an emergency requiring me to reside at a different address, even temporarily, I must notify my caseworker(s) within one (1) week.

4. Sign any releases necessary for monitoring my progress in this Program and comply with the following:

Attend school.

Obtain/maintain employment.



**STATE OF RHODE ISLAND**  
**SUPERIOR COURT**

- Participate in any additional programming as determined by my caseworker(s).
- Have no contact with \_\_\_\_\_.
- Pay restitution in the amount of \_\_\_\_\_, with said payments being made to the Central Registry.
- Complete \_\_\_\_\_ hours community service at a non-profit agency approved by the court.
- Write a letter of apology.
- Attend and complete any and all counseling that is seemed appropriate by the court, with an assessment being completed if necessary.
- Other: \_\_\_\_\_.

5. This Agreement may be modified with the consent of the parties to this Agreement.

The Program has been explained to me and I agree to participate in the Program voluntarily and I accept all of the conditions of the Program. Furthermore, the terms of this Agreement contained herein have been read by me or to me and I understand and agree to each one of them. I understand that the information on my case may be gathered for future evaluation of the Program.

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attorney for the Participant  
Bar Number \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Special/Assistant Attorney General  
Bar Number \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Judicial Officer

\_\_\_\_\_  
Date