



# *General Rules and Special Conditions*

## *Allen County Community Corrections*

201 West Superior Street | Fort Wayne, IN 46802

[www.allencountycorrections.org](http://www.allencountycorrections.org)

### *Mission Statement*

The mission of Allen County Community Corrections is to operate a comprehensive community-based supervision program that recruits and recognizes a well-trained, professional work force to serve and protect our community, its crime victims and those adult offenders under supervision by effectively deploying the field's best practices and proven programming and rehabilitative strategies to hold offenders accountable and promote their success.

Name \_\_\_\_\_ Date \_\_\_\_\_

(Print Name)

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## *General Rules and Special Conditions*

### **General Rules and Special Conditions for placement with Allen County Community Corrections for any programs offered through Allen County Community Corrections (ACCC).**

*All General Rules and Special Conditions of supervision apply to all persons who have been ordered or assigned to participate in Allen County Community Corrections programming for any reason including, but not limited to: Residential Services, Home Detention / Electronic Monitoring, Community Control, Reentry Court, Parole, Probation, Community Transition Program, Restoration Court, Veterans Court, Pre-Trial Electronic Monitoring, Condition of a Deferred Sentence, Community Service, Cognitive Skills Classes, Assessment and / or Day Reporting Programs.*

*I understand and agree that if I violate any of the General Rules and Special Conditions of supervision I may be sanctioned, violated, terminated, and / or arrested.*

1) **I understand that I WILL:**

- a) Obey all laws and maintain good behavior while under the supervision of ACCC. I further understand that if I am charged with or convicted of any criminal offense while under supervision, including but not limited to Escape, Unauthorized Absence from Home Detention or Failure to Return to Lawful Detention, I may be sanctioned, violated, terminated and / or arrested.
- b) Be always required to be confined inside my approved residence while under electronic monitoring supervision with ACCC. Attached garages are NOT considered part of the approved residence. Being inside an attached garage is prohibited. I further understand that I cannot be outside of or remain outside of my approved residence or travel to any location not authorized without documented / written permission from ACCC and/or the Court.
- c) Only be allowed to leave from inside my approved residence with documented / written approval from ACCC and/or the Court for the following reasons:
  - i) Verified and approved employment and reasonable travel times to/from verified and approved employment
  - ii) Verified and approved pass, issued by ACCC pursuant to the ACCC Pass Policy approved by the Court
  - iii) Attending verified and approved activities or outside programs

**Note:** The Allen County Courts have as a matter of policy recognized and deferred daily supervision to the parameters contained within and enforced through the ACCC Pass Policy. However, the Court may on a case by case basis deny my ability to leave my approved residence pursuant to the ACCC Pass Policy.

- d) Be required to maintain suitable, safe, and approved housing.
- e) Obtain written approval before changing my residence. Obtain approval prior to making any changes to my approved resident roster.
- f) Comply with the ACCC Search and Seizure Policy.
- g) Answer the door at my residence and/or my telephone and cooperate fully with ACCC staff in a reasonable amount of time in the staff's assessment.
- h) Notify ACCC of any animal(s) in my residence and I will secure the animal(s) upon instruction and if the animal(s) is found to be aggressive, I will remove the animal(s) from the property within twenty-four (24) hours of notice.
- i) Follow my physician's instructions and take my prescription medication(s) only as prescribed.

## *General Rules and Special Conditions (continued)*

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- j) Comply with the ACCC Random Drug and Alcohol Testing Policy and related Drug Screen Participant Fee Policy.
  - k) Comply with the ACCC Medication Use Policy.
  - l) Provide a DNA sample in accordance with I.C. 10-13.-6-10, if it is confirmed that I have not provided a DNA sample previously as required.
  - m) Always obtain and maintain approved employment as instructed.
  - n) Complete an Employer Agreement / Consent for Release of Confidential Information to other Persons, Agencies, or Entities form and forward it to my case manager for approval prior to starting any employment.
  - o) Obtain approval from my case manager prior to starting any employment or changing employers.
  - p) Provide written verification of any / all hours worked upon request.
  - q) Report to my case manager immediately any change, lay off or termination from my employment.
  - r) Understand that while I am under ACCC Supervision certain types of employment may be prohibited, at the discretion of ACCC.
  - s) Abide by the following requirements while I am unemployed or under employed in ACCC's assessment:
    - i) Attend the Resource Lab a minimum of three (3) days per week or as assigned.
    - ii) Attend Community Service a minimum of fourteen (14) hours per week or as assigned.
  - t) Provide verification of my Social Security Income (SSI) or Social Security Disability (SSD) benefits and income and if instructed obtain approved part-time employment to supplement my income.
  - u) Notify my case manager and / or a communications division professional immediately if I have contact with any law enforcement official and / or if I am arrested for any offense.
  - v) Also follow all rules of supervision imposed upon me by any parole, probation and/or community corrections agency involved in my case.
  - w) Attend and successfully complete all assigned education, treatment/intervention and / or life skills development programs as instructed and abide by the ACCC Classroom Guidelines.
  - x) Abide by the ACCC Dress Code Policy, which states and / or prohibits the following:
    - i) Any item of clothing found by ACCC to be excessively short, excessively tight, excessively baggy, or excessively revealing in nature.
    - ii) Exposed undergarments, either outside of or through other clothing.
    - iii) Any clothing or accessory with pictures or words referencing drugs, alcohol, gangs, or anything considered by ACCC to be inappropriate for this setting.
    - iv) Head coverings or hats inside any ACCC facility, unless worn for religious purposes
  - y) Follow the Work Crew Policy if assigned to perform community service at any time during my supervision with ACCC.
  - z) Follow all rules, policies, special conditions, and directions of ACCC staff.
- 2) I understand that I must call a Communications Division professional at (260) 449-7310 before I leave my residence notifying ACCC of the location I am requesting to travel to and the scheduled end time of the approved event.
- 3) I understand that evidence obtained in any Community Corrections violation investigation may be admissible in court and can be used against me in any violation proceeding or for the purpose of new criminal charges.

## ***General Rules and Special Conditions (continued)***

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- a) As I will be tracked using GPS, I am not required to call upon arrival to any location. However, I understand that I must call when leaving the ACCC Day Reporting Center (DRC), only if I am traveling to an approved event other than my residence.
  - b) I understand that if there is an approved change in my schedule, I will notify the Communications Division immediately. (i.e. working over, leaving early, and going on an approved pass, coming to ACCC for class, an appointment, by way of examples.)
  - c) If I am approved in advance to work at individual job sites, I understand that I will be required to call the Communications Division prior to traveling to each job site and provide them the address/location and then await approval to travel.
- 4) I understand that while under electronic monitoring supervision with ACCC I will be required to submit a preapproved and written weekly schedule. I also understand that:
- a) I must turn in this weekly schedule to ACCC not later than 7pm on Fridays for the upcoming week.
  - b) I must include all beginning and ending times for each approved and scheduled event and document the exact location of each event.
  - c) That the schedule policy is strictly enforced and that I may not be allowed to leave my residence unless a weekly schedule is approved and / or provided to ACCC.
- 5) I understand that I must follow the following steps to complete and submit a weekly schedule:
- a) Obtain a weekly schedule form. Weekly schedule forms are located at Security, the cash window, or available on-line at [www.allencountycorrections.org](http://www.allencountycorrections.org).
  - b) Fill out the weekly schedule form legibly and accurately including:
    - i) Completing the employer name, address, and phone number
    - ii) The exact beginning and ending times for all scheduled events
    - iii) The exact name and address of each approved scheduled event.  
The address must include the street number, street name, city, and zip code.
    - iv) Sign and date the weekly schedule form.
  - c) Return the completed weekly schedule form to the Allen County Community Corrections designated drop box which is located near the front entrance of 201 West Superior Street. You may also fax the weekly schedule form to the attention of ACCC Communications Division at (260) 449-7308. Your weekly schedule may also be submitted electronically via ACCC's website at [www.allencountycorrections.org](http://www.allencountycorrections.org). From the website, select "Download Forms" and click the link entitled "Weekly Schedule Electronic Submission". Once the schedule has been completed, click submit.

**Note:** The completed weekly schedule form must be submitted no later than 7:00 p.m. each Friday.

- 6) I understand that the Court has ordered me to comply with the ACCC Pass Policy and that I will abide by the ACCC Pass Policy by:
- a) Submitting the pass request form at least seven (7) days prior to the requested event.
  - b) Being in substantial compliance with all General Rules and Special Conditions of Allen County Community Corrections supervision for a minimum of thirty (30) days.
  - c) Having all fees paid under \$200.00, unless:
    - i) Verified and approved disability exception
    - ii) Verified and approved EBT exception

## *General Rules and Special Conditions (continued)*

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- 7) I understand that I will only be approved for one (1) pass in any weekly / seven (7) day period, except in the following circumstances:
- a) I may request an approved pass with less than twenty-four (24) hours' notice for:
    - i) Verified medical emergencies
    - ii) Verified job interviews
    - iii) To obtain government identification
  - b) I may request an approved pass with at least seventy-two (72) hours' notice for:
    - i) Open interviews
    - ii) Approved job search sites
  - c) Performance pass (es) may be granted by ACCC in addition to my one (1) weekly approved pass.
  - d) I understand that an ACCC staff member will contact me via telephone with the approval or denial of my requested pass at least twenty-four (24) hours in advance of the pass event. Do not contact ACCC inquiring about the status of the pass request.
- 8) I understand that my responsibilities while away from my residence on an approved pass are:
- a) To call a Communications Division professional at (260) 449-7310 prior to leaving my residence.
  - b) To go directly to the approved location, complete my approved business (only) at the location and then return promptly and directly to my residence. If I deviate from my approved location or approved business, I may be subject to arrest for Unauthorized Absence from Home Detention.
  - c) To contact the Pass Investigator at (260) 449-8493 during normal business hours or a Communication Division professional at (260) 449-7310 after normal business hours if I experience unforeseen circumstances while away from my residence on an approved pass.
  - d) To provide documentation and / or written verification of my actions while on an approved pass, if requested.
  - e) To contact a Communication Division professional immediately at (260) 449-7310 if an emergency arises while on an approved pass.
  - f) To understand that if I do not follow the pass policy that my pass privileges may be limited, and I may be sanctioned, violated, and / or terminated.
- 9) I understand that I must follow these steps to complete and submit a Pass Request form to ACCC:
- a) Obtain a Pass Request form from Security, the Cash Window, the Resource Lab or available on-line at [www.allencountycorrections.org](http://www.allencountycorrections.org).
  - b) Fill out the Pass Request form legibly and accurately including the following:
    - i) The date, day of the week and times of the requested pass.
    - ii) The exact name and location including the address with street number, street name, city, state, and zip code.
    - iii) Stated reason for the requested pass.
    - iv) Type of transportation to be used including vehicle make, model, year, color, and license plate number, at a minimum.
    - v) Sign and date the Pass Request form.
  - c) Return the completed Pass Request form to the Allen County Community Corrections designated drop box which is located near the front entrance of 201 West Superior Street. You may also fax the Pass Request form to the attention of ACCC Pass Investigator at (260) 449-3368.
- Note:** To be considered for an emergency pass with less than 24 hours' notice, I understand that I must speak directly to the Pass Investigator during the normal business hours of Monday – Friday 8:00 a.m. – 4:30 p.m., except for legal holidays. After normal business hours I understand that I may speak with a Communications Division professional at (260) 449-7310.

## ***General Rules and Special Conditions (continued)***

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10) I understand that Allen County Community Corrections will follow these guidelines when considering pass requests:

- a) The Allen County Courts have as a matter of policy recognized and deferred supervision to the parameters contained within and enforced through the ACCC Pass Policy. However, the Court may on a case by case basis deny my ability to leave my approved residence pursuant to the ACCC Pass Policy.
- b) Passes for personal business will be considered for business such as grocery shopping, personal shopping, haircuts, yard work etc.
- c) Passes for personal business will only be considered for two (2) hour increments. This two (2) hour time frame includes travel time.
- d) Passes for personal business will only be considered on Saturdays and pursuant to the below schedules, unless otherwise approved in advance by the assigned case manager.
- e) Passes for personal business will only be considered / approved twice a month and only on Saturdays pursuant to the schedule established using the first letter of my last name:

A-M	1 <sup>st</sup> and 3 <sup>rd</sup> Saturday of the month
N-Z	2 <sup>nd</sup> and 4 <sup>th</sup> Saturday of the month
- f) The approved times for Saturday personal business passes are based on the first letter of my last name:

A-D & N-Q	9:00 a.m. – 11:00 a.m.
E-H & R-U	11:00 a.m. – 1:00 p.m.
I-M & V-Z	1:00 p.m. – 3:00 p.m.

11) I understand that I must abide by the following specific rules related to my electronic monitoring supervision:

- a) I must always keep my electronic monitoring device fully charged. I will return home or make other arrangements to charge my device immediately if my battery is low. If electrical services are disconnected or unavailable for any reason, I will contact ACCC Communications Division immediately at (260) 449-7310 for instructions and I must follow their instructions.
- b) If I am assigned a Beacon Unit, I will keep it in the exact location in my residence that was designated by the ACCC Field Officer(s) or Communications Division professional. I understand that I will not move the Beacon Unit for any reason unless instructed by ACCC.
- c) I understand that the electronic monitoring device may record or transmit a visual image, an electronic communication, or any sound, and/or information regarding my activities while inside my home/ACCC facility.
- d) I understand that ACCC may inspect all my assigned electronic monitoring equipment as needed, regardless of day, time, hour, or my assigned schedule.
- e) I understand that if there are any problems with my device, charger, and / or Beacon Unit I will contact an ACCC Communications Division professional at (260) 449-7310 immediately.
- f) I understand that I will be responsible for the care and maintenance of all assigned electronic monitoring equipment as instructed.
- g) I understand that I will be held financially responsible for any damage, loss, repair, and / or stolen ACCC equipment. I understand and agree to pay the following equipment replacement costs:

GPS Equipment	
GPS Tracking Device	\$ 1,650.00
Beacon / Charger Combo	\$ 250.00
Transfer Battery	\$ 95.00
Wall Charger	\$ 95.00
Charging Base	\$ 95.00
Ankle Straps	\$ 30.00

\* Prices are subject to change without notice.

## ***General Rules and Special Conditions (continued)***

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- h) I understand that I will be required to immediately acknowledge and respond as instructed to any message sent to my electronic monitoring device.
- 12) Because ACCC must always be able to reach me while under supervision, I understand that will be required to maintain a working telephone and / or active cellular telephone service at my residence and I will notify my ACCC case manager immediately of any changes in my telephone service or telephone number(s).
- 13) **I understand that I will NOT:**
- a) Possess or use any weapon or ammunition, or item deemed to be a possible weapon by ACCC staff or law enforcement. I also understand and agree that any resident or visitor to my residence will not possess or use any weapon or item deemed to be a possible weapon by ACCC or law enforcement and that it is my sole responsibility to ensure that all residents or visitors are informed of this policy.
  - b) Possess any ballistic vest.
  - c) Possess a safe(s) that cannot be unlocked immediately upon demand.
  - d) Threaten or intimidate anyone while under supervision.
  - e) Illegally possess, ingest, use, sell or distribute any legend drug, narcotic drug, and / or controlled substance as defined in Indiana Code 35-48-4 or any paraphernalia throughout the term of supervision. If inappropriate substances are found in my residence or on my person they may be confiscated.
  - f) Possess, ingest and / or use any intoxicating substances that cause a condition of intoxication, euphoria, excitement, exhilaration, stupefaction, or dulling of the senses. If intoxicating substances are found in my residence or on my person they may be confiscated.
  - g) Possess, ingest, or use any alcoholic beverages and refrain from using any products containing alcohol. I understand that I may not be allowed to visit or be employed in places where alcoholic beverages are used, sold or dispensed. If alcohol is found in my residence, it may be confiscated or disposed of.
  - h) Fail to appear for any scheduled appointment, hearing, class, random drug screen, community service assignment/work crew and / or other obligation assigned by ACCC.
  - i) Leave the County of Allen or the State of Indiana without consent from the sentencing Court or ACCC in advance.
  - j) Tamper with, attempt to fix or remove my electronic monitoring equipment or allow any other person(s) to tamper with, attempt to fix or remove my electronic monitoring equipment.
  - k) Possess, use, or install security cameras, monitors or other devices at my residence.
  - l) Have more than two (2) non-residents, including family, in my home at any time.
- 14) I understand that I will not be allowed to reside with or have contact with the stated victim(s) of me current offense(s) pursuant to the conditions of an ACCC Victim No Contact Addendum, a court ordered No Contact Order, or an active civil Order of Protection. I further understand that I may not be allowed to reside with any other individual that in ACCC's sole discretion would not be suitable for my supervision.



***General Rules and Special Conditions (continued)***

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15) I understand that I may not be allowed to enter any ACCC facility with any electronic device including but not limited to cell phones, smart watches, smart tablets, laptops computers, blue tooth devices, and / or electronic cigarettes. Any prohibited device may be confiscated and may not be returned to me.

16) I further understand and agree to abide by all special rules and conditions as follows:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I have received, read, and understand the Allen County Community Corrections General Rules and Special Conditions policy manual and I agree to comply with all rules, regulations and requirements set forth in the policy manual.

Participant \_\_\_\_\_

Date \_\_\_\_\_

ACCC Staff \_\_\_\_\_

Date \_\_\_\_\_

## *Resident Roster*

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Participant: \_\_\_\_\_

Address : \_\_\_\_\_

Telephone Number(s): \_\_\_\_\_

Resident Roster Instructions:

- 1) List all individuals who will reside at this residence, including persons under the age of 18.
- 2) All individuals who are 18 years of age or older must review and sign the ACCC Consent for Search and Seizure form and abide by all conditions contained therein.
- 3) All individuals who are 18 years of age or older must review and sign the ACCC General Rules and Special Conditions manual and abide by all conditions contained therein.
- 4) You must obtain approval before changing your residence by completing the ACCC Request to Change Residence form, and you must obtain approval prior to making any changes to the approved resident roster.
- 5) No more than two (2) non-residents will be allowed to visit this residence at any one time. Visitors will be required to present valid identification upon request.

<u>Name</u> (Please print)	<u>Date of Birth</u>	<u>Age</u>	<u>Relationship to Participant</u>	<u>Telephone Number</u>
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Owner/Landlord's name / Company: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Number: \_\_\_\_\_ Cellular Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

## *Consent for Search and Seizure*

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**I acknowledge that as a condition of placement on any Allen County Community Corrections program I will be subject to and authorize random warrantless searches and seizures of my residence, all personal property, my person and any vehicle(s) under my care or control. I acknowledge that if I am assigned or ordered at any time to reside at the ACCC Residential Services facility located at 7117 Venture Lane, Ft. Wayne, IN 46818 I will be subject to and authorize random warrantless searches and seizure which will include but is not limited to my person, all personal property, bunk, locker(s) as well as any vehicle(s) under my care or control. All such searches may be done without probable cause, without reasonable suspicion, with or without a search warrant and with or without any cause whatsoever. I agree to submit to such searches and seizures to verify my compliance with all conditions of supervision and understand that my refusal to do so may make me ineligible for placement with Allen County Community Corrections and/or may subject me to violation and/or termination from the program.**

- 1) Having had the opportunity to consult with legal counsel and after said consultation and being advised of my rights I do hereby freely waive my rights and consent to the random warrantless search without probable cause, reasonable suspicion, with or without a search warrant and with or without any cause whatsoever of my entire residence and all personal property, including garage(s), out-buildings, curtilage, containers or my vehicle(s) or vehicle(s) under my care or control and of my person by representatives of Allen County Community Corrections, by Allen County Community Corrections K9 and/or by any law enforcement agency or officer requested to render assistance to Allen County Community Corrections in such searches and related seizures, at any time during my program placement.
- 2) I hereby consent to the seizure of any and all property considered against policy or contraband by Allen County Community Corrections, including, but not limited to, alcohol, illegal or inappropriate drugs or substances, weapons, inappropriate property, evidence of a crime or any evidence of a violation of Allen County Community Corrections general rules or special conditions of supervision that may be found on such search.
- 3) I agree to allow the Allen County Community Corrections representatives, the Allen County Community Corrections K9 and/or any law enforcement agency or officer requested to render assistance and/or working with or for Allen County Community Corrections, to enter my residence and all personal property without invitation including garage(s), out-buildings, curtilage, containers and/or my vehicle(s) or vehicles under my care or control at any time, without prior notice, and without probable cause, without reasonable suspicion, with or without a search warrant and with or without any cause whatsoever to make inquiry into my well-being and my activities and that of others on the property to ensure my compliance with all general rules or special conditions of supervision. I agree that this provision shall apply whether I am present at my residence or not and that the aforementioned person(s) may enter my residence when the residence is unoccupied to verify my well-being and/or program compliance.
- 4) I understand that it is my sole obligation to ensure that all adults sharing my residence, space, property or vehicle(s), whether before or after I sign the general rules and special conditions of supervision with Allen County Community Corrections, understand and agree in writing to all of the general rules and special conditions and to this Consent for Search and Seizure.
- 5) I understand that as a parent, guardian or custodian of a minor child under the age of eighteen (18), who resides with me or who intermittently stays with me at my residence, I am consenting on their behalf to all of the conditions and procedures contained in this consent and specifically in sections 1,2, and 3 above.
- 6) As an undersigned adult over the age of eighteen (18) years old and sharing the residence of an individual under the supervision of Allen County Community Corrections, I understand and freely do waive my rights and consent to all provisions of this Consent for Search and Seizure and I do agree to follow and allow for the rules and conditions for Consent for Search and Seizure as fully described to me in sections 1, 2, 3, 4 and 5 above.

## *Consent for Search and Seizure (continued)*

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- 7) I understand and agree that if the members of my residence or I fail to comply with this condition of supervision that I will be in violation of the general rules and special conditions of supervision with Allen County Community Corrections and I may be returned to jail forthwith and/or I may be in violation and/or terminated from the program.

I, \_\_\_\_\_, am the legal renter or owner of certain property located in Allen County, IN, known as \_\_\_\_\_ (address)

If I am not the individual under the direct supervision of ACCC, I understand that

\_\_\_\_\_ is under the supervision of Allen County Community Corrections, and I understand and agree that I am freely waiving my rights and consenting to the random warrantless search without probable cause, without reasonable suspicion, with or without a search warrant and with or without any cause whatsoever of my entire residence and all personal property, including garage(s), out-buildings, curtilage, containers or my vehicle(s) or vehicle(s) under my care or control and of my person at any time, without prior notice, belonging to me or to the participant under supervision or to any other resident(s) by representatives of Allen County Community Corrections, by Allen County Community Corrections K9 and/or by any law enforcement agency or officer requested to render assistance to Allen County Community Corrections in such searches and related seizures, at any time during the participant's program placement. I understand that this is a condition of the participant's placement and supervision with the Allen County Community Corrections program. I hereby consent to the seizure of any and all property considered contraband by Allen County Community Corrections representatives, including, but not limited to, alcohol, illegal or inappropriate drugs or substances, weapons, evidence of a crime or any evidence of a violation of Allen County Community Corrections general rules and special conditions of supervision that may be found on such search. I further understand and agree that as a parent, guardian or custodian of a minor child under the age of eighteen (18), who resides with me or who intermittently stays with me at my residence, that I am consenting on their behalf to all of the conditions, provisions and procedures contained herein.

\_\_\_\_\_  
Participant Printed Name & Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident Printed Name & Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident Printed Name & Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident Printed Name & Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident Printed Name & Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident Printed Name & Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
ACCC Staff Printed Name and Signature (reviewed with residents)

\_\_\_\_\_  
Date

\_\_\_\_\_  
ACCC Staff Printed Name and Signature (reviewed with participant)

\_\_\_\_\_  
Date

\_\_\_\_\_  
ACCC Staff Printed Name and Signature

\_\_\_\_\_  
Date

## *Owner / Residents Agreement to Comply*

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By my signature, as a resident, I hereby affirm that I have read and that I understand and agree to abide by the ACCC General Rules and Special Conditions including, but not limited to:

- 1) General Rules and Special Conditions
- 2) Resident Roster Instructions
- 3) Consent for Search and Seizure

All members of the residence over the age of 18 must sign their names below to affirm that they have read, understand and agree to abide by all of the ACCC General Rules and Special Conditions as described in this manual.

\_\_\_\_\_  
Participant Printed Name & Signature \_\_\_\_\_  
Date

\_\_\_\_\_  
Resident Printed Name & Signature \_\_\_\_\_  
Date

\_\_\_\_\_  
Resident Printed Name & Signature \_\_\_\_\_  
Date

\_\_\_\_\_  
Resident Printed Name & Signature \_\_\_\_\_  
Date

\_\_\_\_\_  
Resident Printed Name & Signature \_\_\_\_\_  
Date

\_\_\_\_\_  
Resident \_\_\_\_\_  
Date

I attest that the above names and signatures are true and binding. I further affirm that I have read, understand and agree to abide by all of the ACCC General Rules and Special Conditions as set forth in this manual.

\_\_\_\_\_  
Owner / Renter of Residence Printed Name & Signature \_\_\_\_\_  
Date

\_\_\_\_\_  
ACCC Staff (reviewed with residents) \_\_\_\_\_  
Date

\_\_\_\_\_  
ACCC Staff (reviewed with participant) \_\_\_\_\_  
Date

\_\_\_\_\_  
ACCC Staff \_\_\_\_\_  
Date

## ACCC Fee Policy

### **Residential Fees (regardless of assigned program):**

Felony Initial Intake fee of \$50.00 regardless of the length of sentence  
Misdemeanor Initial Intake fee of \$250.00 regardless of length of sentence  
\$18.00 daily fee for residential only; \$23.00 daily fee for residential coupled with GPS electronic monitoring.  
Urine screen fee \$10.00 negative, \$20.00 positive (additional costs may be incurred for specialty screens  
Miscellaneous Fees \$10.00 (towels, sandals, hygiene bag)  
TB test \$25.50 (if applicable)

\*All in-house clinical and cognitive behavioral programs are included in the daily residential supervision fee.

\*\*A credit for the first thirty (30) days or \$690.00 of supervision and program participation will be applied to the current account for Residential clients on the CTP/ReEntry Program.

### **Non-Residential Fees**

#### Misdemeanor Home Detention

- 1) 0-10 day sentences; a one-time fee of \$200.00 is due at the time of intake for electronic monitoring supervision only.
- 2) 11-89 day sentences; \$120.00 is due at the time of intake - this includes a one-time intake fee of \$50.00 plus the first week of supervision of \$70.00 in advance. Then, \$10.00 / day for electronic monitoring supervision only will be assessed for the balance of the court ordered sentence.
- 3) 90+ day sentences; a one-time intake / orientation fee of \$50.00 is due at the time of intake and then \$15.00 / day for electronic monitoring supervision and all programs and intervention services ordered and recommended will be assessed.

#### Felony Home Detention Supervision and Community Control Supervision

- 1) Regardless of the length of sentence, a one-time intake / orientation fee of \$50.00 is due at the time of intake and then \$15.00 / day for electronic monitoring supervision and all programs and intervention services will be assessed.

**Note:** If released from Allen County Community Corrections' supervision but remain engaged in programs and intervention services I will only be assessed the standard fees outlined in the below *Cognitive Behavioral Therapy Marketplace Fee Structure*

#### Community Transition Program (CTP)

- 1) In light of my transition from IDOC, \$10.00 / day for electronic monitoring supervision and all programs and intervention services will be assessed effective my 31<sup>st</sup> day of supervision.
- 2) A credit for the first thirty (30) days or \$300.00 of supervision and programs participation will be applied to the current account.

**Note:** If released from Allen County Community Corrections' supervision but remain engaged in programs and intervention services I will only be assessed the standard fees outlined in the below *Cognitive Behavioral Therapy Marketplace Fee Structure*

#### ReEntry Court

- 1) In light of my transition from IDOC, \$10.00 / day for electronic monitoring supervision and all programs and intervention services will be assessed effective my 31<sup>st</sup> day of supervision.

## ACCC Fee Policy (continued)

- 2) A credit for the first thirty (30) days or \$300.00 of supervision and programs participation will be applied to the current account.
- 3) When successfully released from electronic monitoring supervision, a \$6.00 / day supervision fee will be assessed for the remainder of the Reentry Court program.
- 4) If I violate the terms and conditions of ReEntry Court supervision and the Judge orders my return to electronic monitoring supervision, \$10.00 / day for this electronic monitoring supervision will be assessed.

**Note:** If released from Allen County Community Corrections' supervision but remain engaged in programs and intervention services I will only be assessed the standard fees outlined in the below *Cognitive Behavioral Therapy Marketplace Fee Structure*

### Restoration Court and Veterans Court

- 1) A one-time intake / orientation fee of \$50.00 is due at the time of intake and then \$15.00 / day for electronic monitoring supervision and all programs and intervention services will be assessed.
- 2) When successfully released from electronic monitoring supervision, a \$6.00 / day supervision fee will be assessed for the remainder of the Restoration Court or Veterans Court program.
- 3) If I violate the terms and conditions of the Restoration Court or Veterans Court program supervision and the Judge orders my return to electronic monitoring supervision, \$15.00 / day for this electronic monitoring supervision will be assessed.

**Note:** If released from Allen County Community Corrections' supervision but remain engaged in programs and intervention services I will only be assessed the standard fees outlined in the below *Cognitive Behavioral Therapy Marketplace Fee Structure*.

### Cast Supervision

- 1) A one-time intake / orientation fee of \$50.00 is due at the time of intake and then \$10.00 / day for this unique supervision and forensic testing process.

### Deferred Sentence

- 1) A one-time intake / orientation fee of \$50.00 is due at the time of intake and then \$10.00 / day for electronic monitoring supervision only.
- 2) If the Court orders my participation in all ACCC programs and intervention services, a one-time intake / orientation fee of \$50.00 is due at the time of intake and then \$15.00 / day for electronic monitoring supervision and all programs and intervention services.

**Note:** If released from Allen County Community Corrections' supervision but remain engaged in programs and intervention services I will only be assessed the standard fees outlined in the below *Cognitive Behavioral Therapy Marketplace Fee Structure*.

### Pre-Trial Electronic Monitoring Supervision

- 1) A one-time intake / orientation fee of \$50.00 is due at the time of intake and then \$10.00 / day for electronic monitoring supervision only.
- 2) If the Court orders my participation in all ACCC programs and intervention services, a one-time intake/orientation fee of \$50.00 is due at the time of intake and then \$15.00 / day for electronic monitoring supervision and all programs and intervention services.

**Note:** If released from Allen County Community Corrections' supervision but remain engaged in programs and intervention services I will only be assessed the standard fees outlined in the below *Cognitive Behavioral Therapy Marketplace Fee Structure (For External Referrals)*.

## ACCC Fee Policy (continued)

**Note:** The \$15.00 per day Allen County Community Corrections supervision fee described above *includes* all programs and orientation fees described in this CBT Marketplace Fee Structure for ACCC clients. They do not, however, include replacement fees for lost workbooks. ACCC clients will be assessed replacement fees for lost workbooks as described below in the *Cognitive Behavioral Therapy Marketplace Fee Structure (For External Referrals)*.

### Daily Reporting Supervision

- 1) A one-time intake / orientation fee of \$50.00 is due at the time of intake and then \$6.00 / day for supervision.

**Note:** If released from Allen County Community Corrections' supervision but remain engaged in programs and intervention services I will only be assessed the standard fees outlined in the below *Cognitive Behavioral Therapy Marketplace Fee Structure*.

### Courtesy Supervision Fee

- 1) A one-time processing fee of \$150.00 is due prior to the finalization of my placement with the accepting county for courtesy supervision of my sentence.
- 2) In the event that a participant has an arrearage of fees from a prior case(s) in the which ACCC provided supervision, additional fees may be assessed up to \$5.00 per day.

### SmartLink

In the event a participant, on or off of electronic monitoring, is ordered by the Court to participate/comply with the SmartLink program, the following SmartLink fees will apply:

- 1) Without Electronic Monitoring: \$0.25-\$0.75/per day
- 2) With Electronic Monitoring: up to \$0.50/per day
- 3) Video Conferencing streamed (with or without electronic monitoring): \$0.35/per participant per transaction

### Cognitive Behavioral Therapy (CBT) Marketplace Fee Structure (For External Referrals)

- 1) I will pay a \$25 Orientation / Program intake fee, which includes orientation, assignment into appropriate cognitive skills classes, materials, testing/screening and, if appropriate, onsite assessment and referral to an outside treatment agency for additional service. Additionally, Claim Aid Navigation to access insurance and free screening for HIV and Hep C by the Health Department are available.
- 2) If I am assigned to attend **Courage to Change (C2C)** I will pay \$25 / week for eight (8) weeks for a total of \$200.00 for this class, which includes all materials.
  - a. If I lose a Courage to Change Workbook, I will pay \$5 for its replacement.
- 3) If I am assigned to attend **Fundamentals of CBT (FUN)** I will pay \$25 / week for six (6) weeks for a total of \$150 for this class, which includes all materials.
  - a. If I lose a Fundamentals of CBT Workbook, I will pay \$5 for its replacement.
- 4) If I am assigned to attend **Alternatives to Violence (ATV)** I will pay \$25 / week for a maximum of \$300 for this class, which includes all materials.
  - a. If I lose an Alternatives to Violence Workbook, I will pay \$5 for its replacement
- 5) If I am assigned to attend **Thinking for a Change (T4C)** I will pay \$25 / week for twelve (12) weeks for a total of \$300.00 for this class, which includes all materials.
  - a. If I lose a Thinking for a Change Workbook, I will pay \$5 for its replacement.



***ACCC Fee Policy (continued)***

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- 6) If I am assigned to attend **Moral Reconciliation Therapy (MRT)** I will pay \$25 / week for a maximum of \$400.00 for this class which includes all materials.
  - a. If I lose the Moral Reconciliation Therapy Workbook I will pay \$25 for its replacement.
- 7) If there is a balance due of more than \$50 for C2C, FUN, ATV, T4C, or MRT classes, I will not be allowed to attend class until the balance has been paid.
- 8) If I am assigned to attend **Theft Awareness Class (TAC)** I will pay a total of \$100 for this class, which includes all materials.
  - a. Class fees must be paid prior to attending class (\$25 per session for a four-week class or \$100 for a one-day class).
  - b. If I lose the Theft Awareness Workbook, I will pay \$10 for its replacement.

Additional Fees

- Any client under electronic monitoring supervision who must be moved from their originally screened and approved residence can be assessed a \$25.00 administrative moving fee.
- All required drug screens will be assessed fees separately pursuant to the Drug Screen Participant Fee Policy
- All fees described in this policy are subject to change without notice.

I have read the ACCC Fee Policy and I understand and agree to abide by all the terms of the policy. I further understand and agree that:

- a) I will always abide by this fee policy.
- b) I will pay for all urine drug screens (negative, positive, and dilute) separately and pursuant to the Drug Screen Participant Fee Policy.
- c) I will keep my account at a \$0.00 balance and timely pay all assessed fees on a weekly basis.
- d) I will pay for my fees using a money order, certified check, credit card, cash, or payroll deduction. I will pay with exact change amounts.
- e) I will be allowed to call the Communications Division at (260) 449-7310 to receive permission to cash my payroll check and make a fee payment during Allen County Community Corrections business hours. For this purpose, I will be required to:
  - i) Call prior to leaving my location and provide the Communications Division professional with my desired banking location.
  - ii) Check in at the telephone located at the front door on my arrival and departure of Allen County Community Corrections.
  - iii) Report to the Allen County Community Corrections facility after cashing my payroll check and then PAY a minimum of \$50.00 on my fees immediately after cashing my check.
- f) I will forfeit all fees paid in the event that I am unsuccessfully discharged from any program(s).
- g) In the event that there is an outstanding balance in my account at the time of discharge, action will be taken to collect the balance and I understand and agree to be responsible for all costs of collection, including reasonable attorney's fees.
- h) All fees paid are NON-REFUNDABLE.
- i) Failure to pay fees pursuant to this policy and agreement may result in sanctions, disciplinary action, and / or unsuccessful discharge from the program.

Participant: \_\_\_\_\_

Date: \_\_\_\_\_

ACCC Staff: \_\_\_\_\_

Date: \_\_\_\_\_

## *Medication Use Policy*

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Allen County Community Corrections maintains a medication use policy for all participants. As a participant in Allen County Community Corrections, I understand that I have the following responsibilities:

1. I must disclose to my assigned case manager all medication(s) that I am taking, including over-the-counter medication(s).
2. I am required to take all prescription medication(s) only as prescribed by my physician.
3. Upon receipt of any medication(s) or upon request by my case manager, I will provide my medication(s), in their original containers, to my case manager for review. I understand that my case manager may count my pills to ensure that I am taking medication(s) per my physician's orders.
4. I am required to inform my case manager of the name and contact information for each physician or healthcare practitioner that I am being treated by. I may be required to execute and update 42 CFR Part 2 consents for release of confidential information to allow my case manager to contact my physicians or healthcare providers as needed to openly discuss my diagnosis and treatment plans.
5. I understand that Allen County Community Corrections monitors my medication use on a regular basis through the use of INSPECT and that any information found is documented in my file.
6. I understand that Medication-Assisted Treatment (MAT) may be found to be an appropriate treatment intervention for me if it is recommended by an appropriate licensed physician. If MAT is recommended, my case manager will confirm that there is a valid medical treatment plan that is developed for me and that is overseen by a licensed medical physician. My valid medical treatment plan must include a diagnosis and a dosage reduction plan as well as an exit treatment plan to facilitate my on-going recovery at the completion of the MAT.
7. If I am involved in Medication-Assisted Treatment (MAT) upon the start of supervision with Allen County Community Corrections, I understand that I will be required to sign consent for release of confidential information allowing for open communication between my licensed physician and Allen County Community Corrections. I understand that I must provide a written copy of my valid medical treatment plan, my exit treatment plan and any/all other documentation requested by my case manager.
8. I cannot discontinue the use of any Medication-Assisted Treatment (MAT) without informing my case manager in advance and without consulting with and receiving a recommendation from my treatment provider/licensed physician in advance. I understand that if I discontinue any MAT without first taking these steps that it could result in a violation and sanctions being imposed upon me up to and including termination from Allen County Community Corrections.
9. If I fail to disclose to my case manager any/all currently prescribed medication(s), any changes to my prescription medication regimen, or my use of any over-the-counter medication(s) it could result in a violation and sanctions being imposed up to and including termination from Allen County Community Corrections.

\_\_\_\_\_  
Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
ACCC Staff

## *ACCC Work Crew Policy*

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- 1) I understand and agree to complete all assigned community service hours as required, within the time frame provided by the Court or Allen County Community Corrections.
- 2) I understand that I will arrive prior to the start of each shift of community service. If I arrive after my scheduled time, I understand that I will not be permitted to perform community service at that time.
- 3) I understand and I agree to abide by the Allen County Community Corrections Community Service Work Crew Dress Code which includes wearing the following:
  - a) Jeans or work pants
  - b) Tennis shoes or work boots
  - c) No large jewelry items
  - d) Shorts, sweatpants, or capris are not permitted
- 4) I understand that I will not be allowed to leave the community service worksite without permission from the supervising Crew Supervisor for the assigned shift.
- 5) I understand that I will not be permitted to smoke or use any tobacco product(s), including electronic cigarettes while on the premises of Allen County Community Correction or while participating on a work crew except during designated breaks. The Community Service Crew Supervisor will provide a ten (10) minute break in an approved, designated area, when appropriate.
- 6) In an effort to promote an atmosphere of professionalism set by Allen County Community Corrections, I understand that I will not use vulgar or profane language at any time while participating on the Community Service Work Crew and will not engage in any sexually, harassing, discriminating or bullying behaviors.
- 7) I understand I will not illegally possess, ingest, use, sell or distribute any legend drug, narcotic drug, controlled substance as defined in Indiana Code 35-48-4, or paraphernalia throughout the term of the Community Service supervision. If inappropriate substances are found on my person they may be confiscated.
- 8) I understand that I will not report to Allen County Community Corrections under the influence of illegal drugs or alcohol.
- 9) I understand and agree to submit to drug and / or alcohol testing at any time upon the request of an Allen County Community Corrections staff member, and I will pay for the test based on the current agency fee structure.
- 10) I understand that I am subject to the search of my person and / or property upon entering Allen County Community Corrections at any time and understand that any contraband may be confiscated.
- 11) I understand I will not enter Allen County Community Corrections with weapons, drugs, paraphernalia, or gang / clique identifying clothing, jewelry, or accessories. These items will be confiscated, and I may be formally charged and / or taken into custody and my placement with Allen County Community Corrections may be terminated.
- 12) I understand that I may not be allowed to enter Allen County Community Corrections with any electronic device including but not limited to smart watches, smart tablets, laptops computers, blue tooth devices, and / or electronic cigarettes. Any prohibited devices may be confiscated and will not be returned.
- 13) I understand that any physical and / or verbal abuse toward any staff member at Allen County Community Corrections or at any designated work site will not be tolerated and I may be removed from the Community Service Work Crew immediately without community service credit and my case will be referred back to the referring entity for further disposition.
- 14) I understand that it is my responsibility to present my Community Service Card and photo identification whenever I am scheduled to perform Community Service.
- 15) I understand that I may be assigned to gender specific crews to perform my community service at the direction of the Community Service Crew Supervisor.

***ACCC Work Crew Policy (continued)***

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- 16) I understand that if a documented and verifiable situation that prevents me from completing my community service in the required time frame, I may request an extension of Community Service if my sentence allows:
- a) If I am sentenced on a Class A Misdemeanor offense, I may request up to three (3) extensions if I have completed at least half of my ordered hours.
  - b) If I am sentenced on a Class B Misdemeanor offense, I may request up to two (2) extensions if I have completed at least half of my ordered hours.
  - c) If I am sentenced on a Class C Misdemeanor offense, I am ineligible for an extension.
  - d) I understand and agree that I will be charged a \$50.00 administrative fee to be paid at the time of my extension.
- 17) I understand that ACCC is not responsible for any lost or stolen personal items I bring to ACCC.

By my signature I understand and agree to abide by all Allen County Community Corrections Community Service Work Crew Policies. I understand that failure to follow any of the rules may result in my being released from the Work Crew without receiving any credit for any / all hours worked, a sanction being imposed or my case being referred back to the referring entity for further disposition.

\_\_\_\_\_  
Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
ACCC Staff

\_\_\_\_\_  
Date

## *Work Crew Schedule*

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Tuesday through Friday

8:00 am Morning Community Service participants must be checked in  
8:30 am Load vans  
9:00 am Arrive at job site  
11:00 am Leave job site  
11:15 am Arrive back at Allen County Community Corrections  
11:30 am Work Crew released

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3.5 hours credit

12:00 pm Afternoon Community Service participants must be checked in  
12:30 pm Load vans  
1:00 pm Arrive at job site  
3:00 pm Leave job site  
3:15 pm Arrive back at Allen County Community Corrections  
3:30 pm Work Crew released

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3.5 hours credit

7 hours credit for participants remaining on the crew from 8:00 am to 3:30 pm.

Saturday

8:00 am All Community Service participants must be checked in  
8:30 am Load vans  
9:00 am Arrive at job site  
11:00 am Leave job site  
11:30 am Arrive back at Allen County Community Corrections for lunch  
12:30 pm Load vans  
1:00 pm Arrive at job site  
2:30 pm Leave job site  
3:00 pm Arrive back at Allen County Community Corrections  
3:30 pm Work Crew released

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7.5 hours credit

No arrivals will be allowed after 8:00 am or 12:00 pm (noon). If I arrive late, I understand that I will not be permitted to perform Community Service at that time.

Dress appropriately for the weather as the Work Crew will take place rain or shine.

## *Work Crew Memorandum of Understanding*

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As an Allen County Community Corrections work crew volunteer, I understand that my services are non-paid volunteer services and are not employment, and that accordingly, I am not covered under the Indiana Worker's Compensation law for any injuries which I may have during the course of my volunteer duties. I also understand that as a volunteer, I am not provided any medical benefits or other insurance coverage through my services to Allen County Community Corrections. Additionally, I understand and acknowledge that as a volunteer, OSHA guidelines and regulations do not apply to or cover me.

"The Occupational Safety and Health Act of 1970 extend only to employees of an organization. "Job-shadowing" involves no payment of wage or salary to the student. OSHA coverage includes all employers and their employees either directly by federal OSHA or through an OSHA-approved state program." OSHA Standard 1975.3 March 3, 1999.

Notwithstanding, I agree to follow all instructions given to me by Allen County Community Corrections staff and to wear and appropriately use any safety equipment or personal protective equipment which is provided to me during my supervision through Allen County Community Corrections and any of its programs.

Allen County Community Corrections will provide liability insurance pursuant to the limits of liability. It is specifically affirmed that Community Service Work Crew participants are not employees or contractors of Allen County Community Corrections or the Board of Commissioners of the County of Allen, are not paid for their work, are not provided workmen's compensations insurance. Neither the Board of Commissioners of the County of Allen nor Allen County Community Corrections provides any guarantees, assurances, indemnity, or other protection against the participants' or any third party for any claims or actions of any kind.

I understand that this is all the insurance coverage afforded to me, and I understand that it is my sole responsibility, if I so choose, to maintain adequate health insurance coverage.

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Participant

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Date

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ACCC Staff

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Date



## RELEASE, WAIVER, AND HOLD HARMLESS

I, \_\_\_\_\_ (PARTICIPANT), being eighteen years of age or older, for and in consideration of being accepted into a program or programs operated by Allen County Community Corrections (ACCC), hereby release and agree to hold harmless ACCC, including its Advisory Board, its Advisory Board members, its employees and agents, both personally and in their professional capacity as agents or employees of ACCC, from any and all liability for any damage and injury in connection with, or resulting from, the PARTICIPANT's participation in the ACCC program or programs in which PARTICIPANT is enrolled and/or sentenced, including but not limited to those damages resulting from riding in or upon any motor vehicle operated, assigned, leased, owned, or otherwise in use by ACCC during transportation of the PARTICIPANT by ACCC for program- or corrections-related reasons. This Release, Waiver, and Hold Harmless Agreement is effective regardless of the cause of any such damage or injury, whether through negligence or otherwise. The PARTICIPANT further releases and agrees to hold harmless Allen County, Indiana, including its Board of Commissioners of the County of Allen, and its employees and agents, both personally and in their professional capacity as agents or employees of the County, from liability for any damage or injury in connection with or resulting from the PARTICIPANT's participation in the ACCC program or programs in which PARTICIPANT is enrolled and/or sentenced. This Release, Waiver and Hold Harmless Agreement shall apply to any right of action that might accrue to PARTICIPANT, my heirs, and my personal representative. The PARTICIPANT is fully aware that he or she may be subjected to risk of property damage and/or the risk of personal injury or death while participating in programming and, specifically, while riding in or upon an ACCC vehicle, and PARTICIPANT freely and voluntarily assumes any and all risk of property damage, personal injury or death arising from participation in ACCC programming. PARTICIPANT agrees to assume all risks that may be encountered while participating in ACCC programs or while riding in or upon any ACCC vehicle and to aid by the rules established by ACCC.

PARTICIPANT'S NAME: \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_  
(Print)

PARTICIPANT'S SIGNATURE: \_\_\_\_\_ DATE \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF ACCC REPRESENTATIVE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
SIGNATURE OF WITNESS

\_\_\_\_\_  
PRINTED NAME

## *Important Telephone Numbers*

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### **ACCC Main Office**

Telephone Number (260) 449-7252  
Fax Number (260) 449-7308

### **Random Drug/Alcohol Testing**

Telephone Number 1-260-240-2700

### **Pass Investigators / Resource Lab**

Telephone Number (260) 449-8493  
Fax Number (260) 449-3368

### **ACCC Communications Division**

Telephone Number (260) 449-7310

## *Questions / Comments / Notes*

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