

MAINE DEPARTMENT OF CORRECTIONS

SUPERVISED COMMUNITY CONFINEMENT AGREEMENT AND CONDITIONS

Resident:

MDOC #:

I understand that upon transfer to supervised community confinement, I become a client under supervision in the community, but I am still considered to be in the legal custody of the Department while in the Supervised Community Confinement Program. I also understand and agree that notification of my transfer, where I will be living once transferred, and the conditions I must follow will be provided to the following: the prosecuting attorney's office, the district attorney's office and the sheriff's office for the county where I will be living, the police department for the city or town where I will be living, and the Department of Public Safety, and, if am currently in the Department's legal custody for domestic violence, the Domestic Violence Resource Center for the county where I was convicted.

A. Mandatory Conditions:

1. When departing the facility, I shall only utilize transportation that has been approved by the Chief Administrative Officer, or designee, and with only an approved driver and other approved passengers (specify): _____.
2. I shall report in person to my supervising probation officer within the first twenty-four (24) hours after departure from the facility or as otherwise scheduled, and thereafter as instructed.
3. Unless waived by the probation officer because of my involvement in an approved full-time treatment program, I shall be:
 - a. employed or involved in an educational or vocational training program that is approved by the probation officer together with any treatment program(s) the probation officer might require; or
 - b. actively involved in seeking employment or enrollment in an educational or vocational training program.
4. I shall live in housing approved by the probation officer and am subject to a curfew set by the probation officer during which time I must be at the approved housing.
5. I shall be subject to travel or movement restrictions limited to travel to times and places directly related to approved employment, education, vocational training, treatment, or such other specific purposes as are approved in advance by the probation officer. Specific purposes may include, but are not limited to, activities that are aimed at normalizing my ongoing reentry into the community. I understand that this includes that I shall not travel out of state without the written permission of the probation officer.
6. I shall submit to searches of my person, housing, vehicles, papers, and effects, at any time, without a warrant and without probable cause, for items prohibited by law or by the conditions of supervised community confinement or otherwise subject to seizure, including items constituting or containing evidence of violations of law or conditions, upon the request of the probation officer.
7. I understand I am prohibited from living with anyone who does not consent to a search of the housing to the extent necessary to search my person, housing, papers, and effects.
8. I shall not possess or use illegal drugs or other substances that are illegal under federal or state law, shall not possess or use alcohol or marijuana, and shall not misuse any legal substance.
9. I shall submit to urinalysis, breath testing, or other chemical tests without a warrant and without probable cause at the request of the probation officer.

MAINE DEPARTMENT OF CORRECTIONS

SUPERVISED COMMUNITY CONFINEMENT AGREEMENT AND CONDITIONS

10. I shall not own, possess, or use any firearm or other dangerous weapons.
11. I shall notify any law enforcement officer, if stopped, of my status as an individual on Maine Department of Corrections supervised community confinement and notify the probation officer within eight (8) hours of any such contact with any law enforcement officer.
12. When required by the Regional Correctional Administrator, or designee, and to the extent the Regional Correctional Administrator, or designee, determines I have the financial resources, I shall pay all or part of the costs of my participation in the Supervised Community Confinement Program.
13. I shall be responsible for my own personal expenses, including health care costs. I shall inform the probation officer of any major illness, injury, or medical condition and any changes in prescribed medications while on the Supervised Community Confinement Program.
14. I shall sign any forms for the release of information determined necessary by the probation officer.
15. I shall comply with Department Policy (AF) 20.1, Resident Discipline, and other Department policies to the extent applicable.
16. I shall comply with all applicable state, federal, or other laws.
17. Mandatory Conditions, if applicable:
 - If I did not complete an assigned core program while at the facility, I shall complete an approved program of the same type (specify): _____.
 - If restitution or fines have been ordered by a court, I shall make payments as ordered by the court or as determined by the probation officer in accordance with Department Policy (ACC) 9.6, Restitution and Fees, whichever is applicable.
 - If I am required to register as a sex offender, I shall comply with all requirements of the applicable sex offender registration and notification statute.
 - I shall take all reasonable steps to avoid contact with any person with whom I am prohibited from having contact, including, but not limited, to: _____.
 - I shall report to the probation officer any contact with any person with whom I am prohibited from having contact and shall follow the instructions of the probation officer for avoiding further contact. Instructions may include, but are not limited to, changing housing or changing employment.
 - If I have been sentenced to a term of probation or a period of supervised release for sex offenders, I shall comply with all court-ordered conditions of probation or supervised release while on the Supervised Community Confinement Program, including any condition that is currently in effect, is to become effective at a later date, or is no longer in effect as the result of a current revocation.

B. Additional Conditions:

- I shall submit to searches of electronic devices, such as desktops, laptops, tablets, wearable devices, external storage devices, and cell phones, at any time without a warrant and without probable cause, for items prohibited by law or by the conditions of supervised community confinement or otherwise

MAINE DEPARTMENT OF CORRECTIONS

SUPERVISED COMMUNITY CONFINEMENT AGREEMENT AND CONDITIONS

subject to seizure, including items constituting or containing evidence of violations of law or conditions, upon the request of the probation officer. I shall provide the probation officer with all usernames and passwords or passcodes required to access the devices.

Other additional conditions:

_____.

I agree to abide by my SCCP Plan and the above conditions and understand that failure to abide by the Plan also constitutes a violation of the conditions of supervised community confinement. I understand that a violation of the Plan or the above conditions may result in, but is not limited to, removal from supervised community confinement, new criminal charges, a revocation of probation or supervised release for sex offenders, if applicable, and/or facility disciplinary action.

I understand that other conditions may be added while I am on supervised community confinement and agree to abide by them. I also understand that failure to abide by any other conditions that are added may result in the above consequences.

I waive extradition to the State of Maine from any state of the United States, District of Columbia, or any other place to answer charges of escape or any violation of supervised community confinement conditions.

I understand that I may be removed from supervised community confinement at any time at the sole discretion of the Commissioner, or designee.

I hereby acknowledge that I have read or had read to me the above, have had the above explained to me, and understand the Maine Department of Corrections Supervised Community Confinement Program's Mandatory Conditions and Additional Conditions governing me while on supervised community confinement.

I have received a copy of this agreement and conditions.

Signature of Resident

Date

Signature of Witness

Date

Initials of staff checking to ensure the resident continues to meet all eligibility criteria (no earlier than day prior to resident leaving for SCCP) _____

Date

Distribution: Regional Correctional Administrator
Probation Officer
Department Classification Staff
Administrative File
Resident