### WEST CENTRAL REGIONAL COMMUNITY CORRECTIONS RULES AND WAIVERS

Office Phone: (765) 294-3100, ext. #1 / Emergency Phone ONLY: (765) 299-5179

I need these rules read to me:	Yes	No	
I enter into the following agreement with West C	entral Regi	onal Community Cor	rrections (WCRCC) in order to fulfill a Court order to
serve a term of home detention and/or other ord	ered electroi	nically monitored supe	ervision. I agree to comply with the special condition
stated in this agreement and understand that fai	lure to comp	ly will constitute a viola	ation and may result in a warrant being issued for m
arrest. I understand and agree to abide by all th	ne following	conditions during my p	period of supervision:

## \_\_\_\_\_1. I UNDERSTAND AND AGREE THAT MY HOME DETENTION/ELECTRONIC MONITORING TERM SHALL BE SUPERVISED BY WCRCC VIA ELECTRONIC MONITOR (RF, CELLULAR, and/or GPS) AND THAT THIS MAY INCLUDE ADDITIONAL REQUIREMENTS IN REGARDS TO THE AGENCY'S IMPLEMENTATION OF BEST PRACTICES WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO:

- I understand and agree to attend/complete assessments, including but not limited to, IRAS-CSST, IRAS-PAT, IRAS-CST, drug and alcohol, recidivism, risk/need, personality, etc. if required by WCRCC staff and/or Choices Counseling.
- I understand that my employment <u>must be approved</u> by WCRCC.
- I understand and agree to attend appointments, participate with WCRCC staff in developing and working on case/treatment plans based on any assessments, abide by court orders, complete homework WCRCC or any other supervision/treatment/class provider assigns, and attend case management meetings.
- I understand that I may be required also to be monitored with an alcohol monitoring device.

## 2. I UNDERSTAND THAT IN THE STATE OF INDIANA HOME DETENTION REQUIRES I BE CONFINED TO THE INTERIOR OF MY HOME (FRONT DOOR TO BACK DOOR) AT ALL TIMES EXCEPT AS FOLLOWS (IC 35-38-2.5-6):

- Working at employment approved by WCRCC and/or court or traveling to or from said approved employment.
- Unemployed and seeking employment as approved by WCRCC and/or court.
- Undergoing medical, psychiatric, mental health treatment, counseling, or other treatment programs approved by WCRCC and/or the court.
- Attending an educational institution or a program approved by WCRCC and/or court;
- Attending a regularly scheduled religious service at a place of worship.
- Participating in a community work release or community restitution or service program approved by WCRCC and/or the court.

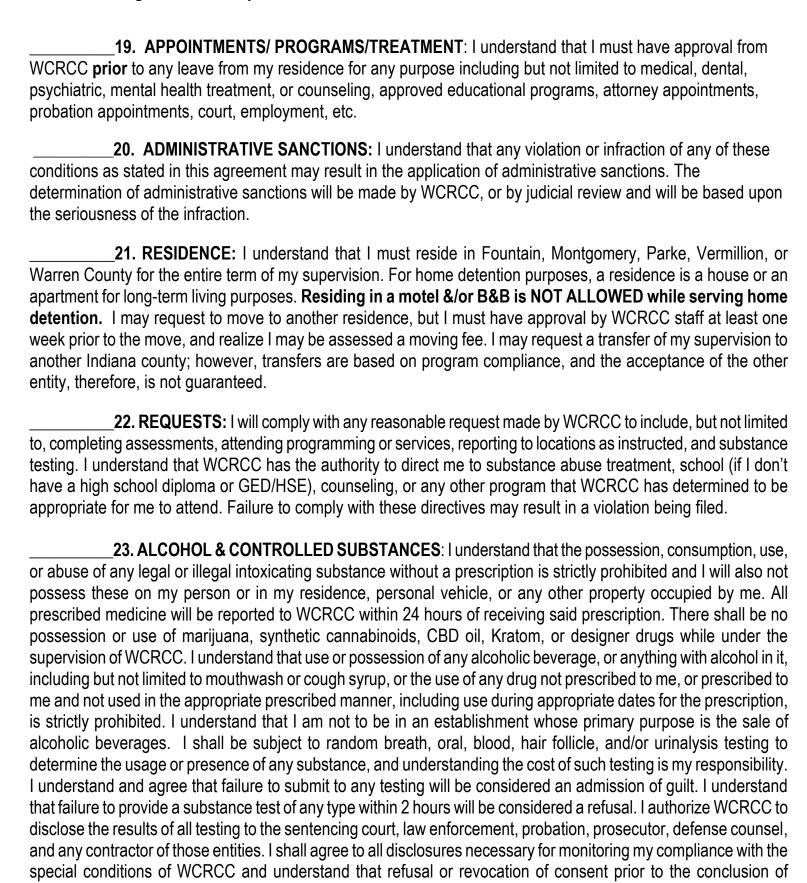
#### And, in addition, I understand that:

- It is a requirement that I abide by a schedule approved and/or prepared by WCRCC. The schedule will specifically set forth the times when I may be absent from my home and the locations I am allowed to be during the scheduled absences. Any schedule change made by probation or the court must still be approved through WCRCC prior to my being allowed to leave my residence.
- It is a requirement that I do not commit another crime during the period of home detention ordered by the court.
- It is a requirement that I obtain approval from WCRCC and/or probation before I am allowed to change my residence.
- It is a requirement that I maintain a means of phone contact, either home or cell phone, to allow WCRCC to contact me as needed.
- It is a requirement to be supervised by WCRCC and that I will be monitored via a device in my home and/or on my person.
- It is a requirement that I pay my assigned home detention fees, assessment fees, substance testing fees, moving fees, transfer fees, and fees for any damage to my monitoring-related equipment.
- It is a requirement that I abide by any and all conditions of WCRCC, probation, or the court.
- I understand that while on home detention, I am responsible for my own food, housing, clothing, medical care, and other treatment expenses. I understand that I am eligible to receive government benefits allowable for persons on probation, parole, or other conditional discharge from confinement.
- I understand that leaving my home without documented permission from the supervising entity or traveling to a location not authorized in writing by the supervising entity; commits an unauthorized absence from home detention, a Level 6 Felony.
- I will only be allowed to reside with individuals approved by WCRCC, the court, or court authority.

\_\_\_\_\_11. FIREARMS/WEAPONS/CAMERAS/RECORDERS: I shall not use, purchase, or possess on my person, in my home, or on my property any loaded or unloaded firearm, weapon, ammunition, device, taser or electronic stun weapon, bladed weapon, bow/arrow, toxic chemical substance, or other material that in the manner it is used, or could ordinarily be used, or is intended to be used, that is readily capable of causing serious bodily injury. Any of these items found may be confiscated, and a violation may be filed with the court. I shall not have a camera, video, and/or audio recording device installed to record the coming and going of persons to and from my property and/or residence while under supervision.

enforcement.

west Central Regional Community Corrections Rules and warvers	
12. DRIVING/TRAVEL: I understand that I am not to violate any term of a suspended a restricted driver's license. I understand that I am responsible for my own transportation while under s WCRCC has the authority to determine the appropriateness of transportation. I agree to travel in a control to and from my place of employment, and/or any other authorized destination without making any defrom the normal route of travel. I understand that I shall not leave the State of Indiana, or the United States, while on home detention without advanced written consent from the sentencing Court and/or I understand that any request for an overnight stay outside my county of residence, the State of India United States of America must be granted in advance and in writing by the sentencing Court. (Employ medical appointments in Illinois will be considered on a case-by-case basis)	supervision. direct route viations States of or WCRCC. ana, or the
13. WCRCC STAFF CONTACT: I understand that I am <u>never</u> to contact WCRCC states personal phone, social media, or any other personal format.	taff on their
14. RELIGIOUS SERVICES: I may be permitted to attend one (1) regularly scheduled reservice at a place of worship each week. Any additional services MUST be approved by WCRCC or sentencing court. I understand that I may be required to provide the address of the service location. I understand that I may be expected to provide proof of my attendance. Attending religious services of the home is a privilege, and WCRCC has the authority to deny this privilege based upon program contains.	the utside of
15. OTHER PEOPLE: I am not to associate with anyone on home detention, probation, bond/pre-trial, or on parole while under supervision unless prior approval is given by WCRCC, the co authority. In the event I must be present at a <u>common location</u> , i.e., counseling, programming, appoint employment, I will limit my contact with these individuals and shall immediately remove myself from the anyone performing an illegal act and notify WCRCC of the incident within 24 hours.	ourt, or court intments, or
16. CASE MANAGEMENT: I understand that I may be required to follow certain condition include but are not limited to treatment intervention, education, counseling, skill training, and/or paying costs, fines, restitutions, and child support set forth by WCRCC or the court and I agree to cooperate forth a good faith effort to successfully complete such. I understand that failure to do so may constitution and may result in the termination of my supervision.	ng court and put
17. EMERGENCIES: In the case of a personal injury or serious illness of myself or the immediate family member living in the same home, PRIOR TO LEAVING LOCATION, I will call the office and advise them of the situation. After contacting WCRCC and receiving permission to leave the relation will maintain contact with WCRCC to keep them updated on the status of the situation and my located the status of the situation.	WCRCC esidence,
18. FALSE INFORMATION/CONDUCT: I shall not give WCRCC staff, probation officers enforcement officers false information under any circumstances and will answer all reasonable inquirie Any deception on my part may constitute a violation. I agree to maintain courteous, cooperative, an conduct toward WCRCC staff, probation officers, and/or law enforcement officers. I will advise my family friends, and employer to conduct themselves similarly.	es truthfully. d respectful



supervision shall be a violation of the conditions of community corrections. I hereby waive any objection to the admissibility of any disclosure as it is received by the court into evidence at an evidentiary hearing.

### \_\_\_\_\_24. I SHALL ABIDE BY A SCHEDULE, APPROVED BY WCRCC, SPECIFICALLY SETTING THE TIMES WHEN I MAY BE RELEASED FROM THE INTERIOR OF MY HOME AND THE LOCATIONS I AM AUTHORIZED TO BE DURING THE SCHEDULED RELEASE:

- LEAVING MY RESIDENCE: I understand that I am to remain in the interior of my residence at all times IC 35-38-2.5-2 except for those times that are authorized by WCRCC (failure to not remain within the interior of my residence, front door to back door, would make me subject to being charged with committing an unauthorized absence from home detention, a level 6 Felony). I further understand that once approved to leave my home, I may only go to those locations which are authorized by WCRCC.
- **RETURNING TO MY RESIDENCE**: I understand that I am to return to the interior of my home as scheduled. I further understand that failure to return to the interior of my home as scheduled or being in an unauthorized location may subject me to prosecution for the crime of **ESCAPE** under I.C. 35-44.1-3(b).
- MANDATORY SCHEDULING: I understand that I must report, by telephone, weekly as assigned (without fail) for approval and submission of my complete schedule for the next seven (7) days. Once my schedule is made and approved, I understand that I must strictly abide by it. I understand that it is a violation to leave early, enter late, or leave any other time without prior approval from WCRCC. I understand that if I fail to submit my schedule as directed until the issue is resolved & approved by WCRCC, I will NOT be allowed to leave my residence, and a violation may be filed with the courts. I understand that WCRCC is the ONLY agency that may approve any changes to my schedule. I understand that I am not permitted to change my schedule without WCRCC approval.
- **DOCUMENTATION**: I understand that I may be required to obtain written statements to verify counseling appointments, doctor's appointments, and attendance at programs or treatment. I may also be asked to provide receipts for verification of activities of personal nature (grocery, convenience, drug, or department store, etc.). I understand that failure to provide valid verifiable documentation may result in a violation of my supervision.

## \_\_\_\_\_25. FEES: (NOTE: PRE-TRIAL/CONDITION OF BOND DAYS ARE ESTIMATED) I UNDERSTAND THAT IF THE FEES I OWE FOR SERVICES PROVIDED FALL BEHIND MORE THAN TWO (2) WEEKS, WCRCC MAY PETITION THE COURT FOR MY REMOVAL FROM SUPERVISION.

Administrative/Installation Fee: \$75.00
Urine Tests \$25.00
Daily Rate: \$12.00

Note\* Urine testing costs may change if a test for a specific substance is requested. Other methods of substance testing have varying costs. A minimum of \$84.00 shall be paid weekly. Payment shall be made only by cashier's check, or money order. Cash or personal checks will not be accepted. Payments are to be mailed to: West Central Regional Community Corrections, 101 N. Main Street, Veedersburg, IN 47987, or can be made with a credit/debit card 24 hours per day via phone or online at 1-888-604-7888 or www.allpaid.com (WCRCC pay code location is: 5482)

#### 26. WCRCC FEE PAYMENT UNDERSTANDING – WAGE ASSIGNMENTS

**Voluntary Wage Assignment Request Notice -** I may be requested, as an employee of a business, to specifically asks my employer to deduct a portion of my wages to be paid to WCRCC as a designated third party. This deduction could be for the following debt(s): client user fees, substance testing, counseling fees, and or cost for damaged monitoring equipment.

#### West Central Regional Community Corrections Rules and Waivers

**Involuntary Wage Assignment Request Notice -**A second type of wage assignment, which is involuntary, also called wage garnishment, may be requested by WCRCC if I refuse to pay debts agreed upon by WCRCC. This type of debt must be honored by employers and may be requested by court order.

I understand that failure to pay WCRCC program fees may result in the agency requesting me to sign a voluntary wage assignment form.

I understand that failure to pay WCRCC program fees may result in the agency requesting a court order imposing an involuntary wage assignment.

27. EMPLOYMENT: I SHALL BE REQUIRED TO MAINTAIN EMPLOYMENT DEEMED APPROPRIATE BY WCRCC UNLESS I AM PHYSICALLY DISABLED, RETIRED, OR ATTENDING AN ACCREDITED SCHOOL ON A FULL-TIME BASIS/PART-TIME BASIS. IN THE EVENT THAT I AM NOT EMPLOYED WHEN I BEGIN MY PERIOD OF HOME DETENTION, I MAY BE EXPECTED TO PARTICIPATE IN AND SUCCESSFULLY COMPLETE THE WCRCC JOB READINESS PROGRAM PRIOR TO BEING ALLOWED TO ACTIVELY SEEK AND OBTAIN VERIFIABLE EMPLOYMENT.

- I understand that I am only allowed to work for an employer, myself included, that is a legal and legitimate business entity.
- I understand that I will not be allowed to work for family members without **PRIOR** WCRCC and/or court approval.
- I understand that I must inform my employer that I am under supervision and of any/all limitations placed on me.
- I agree to allow WCRCC staff to monitor my employment by examining my time cards, and locations, contacting my supervisor, and/or conducting work-site visits.
- With my signature on this document, I authorize my employer to release all records and information requested concerning my
  employment status, hours of employment, attendance, duties, reporting and dismissal times, and other such information that may be
  requested by WCRCC.
- I understand that WCRCC has the authority to approve or deny work hours or work day requests. The number of hours per day and days per week that I am allowed to work is subject to WCRCC and/or court approval.
- I understand that I cannot work where overnight stays are required unless ordered by the court.
- I shall not voluntarily quit my job without having other employment available.
- In the event that I am released from work early, I will immediately report to the WCRCC office and return to the interior of my residence.
- I realize that I must have WCRCC approval to make any employment changes.
- I will immediately advise WCRCC of any changes in my employment.
- I understand that I will not be permitted to work on holidays unless prior authorization is given by WCRCC.
- I understand that overtime is defined as the employer's request for me to work additional hours before or past the completion of my scheduled shift for that day. I understand that I may only remain at the work site for unscheduled overtime if my immediate supervisor contacts WCRCC to confirm new work hours, and I understand that this confirmation must occur prior to my originally scheduled work completion time. I also understand that failure to follow this overtime procedure may result in the denial of any future overtime requests.
- I understand that reporting to work early or working a shift that is not on my approved schedule is considered a schedule change and requires prior approval by WCRCC.
- If my job requires me to pick up or deliver items, I will notify WCRCC in advance of all travel and locations.
- I understand that any deception on my part, my supervisor, co-workers, or any other person submitting information about me may constitute a violation and result in WCRCC not allowing continued employment with this agency.
- SELF-EMPLOYED: I understand that I must provide verification that my business is legal and a legitimate business entity. The
  number of hours per day and days per week that I am allowed to work is subject to WCRCC approval. I must notify WCRCC of all job
  locations and any change in such throughout the workday. All job site movement/locations must be reported to the office
  before leaving for the job site. FEES MUST REMAIN CURRENT ON HD FEES IN ORDER TO MAINTAIN SELF-EMPLOYMENT.
- **JOB SEARCHES:** All job search time must be approved through WCRCC's Client Services Coordinator. In the event that I am not employed at any time while under supervision, I may be expected to participate, and successfully complete, the WCRCC Job Readiness Program, prior to being allowed to actively seek and obtain employment.

West Central Regional Community Corrections Rules and Waivers

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		<b>DN:</b> If I leave the State of Indiana, with or without permission of either WCRCC or the y waive my extradition rights and will voluntarily return to the State of Indiana. I, now ir
custody, having bee warrant of extradition issuance and service	en informed by the Judge be on, to demand legal couns es of all extradition proceed	efore whom this waiver is executed, of my rights to demand the issuance and service of a sel, and to apply for habeas corpus against my present detention, do herby waive the dings and freely and voluntarily agree to return (go) to the State of Indiana, accompanied answering a criminal charge pending against me.
Date:	_ Client Signature:	WCRCC Staff Witness:
the State of Indiana unreasonable search must particularly de The defendant superimmediate surround the community corrof alcoholic beverage violations of the term samples of his or he Corrections may set I also understand the this waiver allows F	a provides that the people I ches and seizures. Search escribe the place to be sea ervised and/or monitored be dings, and his or her place ections department or com- ge, marijuana, other contro- ms of community correction er breath, blood, urine, and earch my person or propert	<b>VAIVER</b> : The defendant is informed that the Constitution of the United States and have a right to be secure in the persons, houses, papers, effects, and against warrants may only be issued by a court upon probable cause, and that warrants riched and the persons or things to be seized.  By community corrections consents to a search of himself or herself, his or her of residence at any time by any law enforcement officer, acting upon the direction of munity corrections staff to specifically search for evidence of use and/or possession olled substances and for evidence of the commission of or other offenses, or other ins. Such a waiver and consent include the defendant submitting, upon request, ad/or hair follicles. I understand that the Probation, Law Enforcement, or Community by with reasonable suspicion or probable cause at any time.  Such a variety corrections supervision by a court of Montgomery County Indiana that signing int, or Community Corrections to search my person or property without reasonable
Date:	_ Client Signature:	WCRCC Staff Witness:
community control the results of chemicollected from my previdence at any vidence	ORRECTIONS: As a te ical testing done on behalierson, pursuant to the couplation hearing held while I ain of custody requirement d for a chemist from said la nospital present at any vio have read and/or had this	VAIVER AND RESULT STIPULATION AS A TERM OF PROBATION OR rm of my being placed on probation or community corrections I agree and stipulate that of a toxicology lab, or hospital, on either a blood, urine, saliva or hair follicle sample rt-ordered terms of my probation or community corrections placement, be entered into am under the supervision of either probation or community corrections. The validity is regarding said samples are also stipulated and may be entered into evidence against boratory to appear and testify to the same. In the event I desire to have a chemist from lation hearing, I will be responsible for subpoenaing him/her and for paying any cost waiver and stipulation explained to me by my probation officer or a representative from agree to it freely and voluntarily as a term of my probation or community corrections.

29. EQUIPMENT: I understand that WCRCC has the right to determine what type of monitoring equipment will be used to monitor my home detention placement including but not limited to GPS, Cellular, and RF. I understand that I shall not try to open or damage any portion of the transmitter/strap at any time or in any way. I understand that at NO time am I to submerge my transmitter underwater. I understand that any type of repair or removal of the transmitter must be performed by WCRCC staff only. I understand that I must charge my transmitter completely every day. Once I plug in the charging cord to the transmitter, I am to leave it connected until the green light on top of the bracelet is on and stays on steady, regardless of how long I have charged. I understand that at NO time am I to charge my transmitter overnight while sleeping. I understand that if I should damage or lose any part of the equipment assigned to me that I will be held financially responsible.

- I understand that if the ankle transmitter vibrates, I am to push the button, then place the unit on charge as soon as possible. In the event I cannot get to a charge immediately, I am to contact the WCRCC office at 765-294-3100.
- I understand that if the ankle transmitter makes a tone, I am to push the button, then call the WCRCC office at 765-294-3100 within 5-10 minutes.

**30. AGREEMENT(S):** I fully understand the aforementioned rules/regulations/waivers. I agree to abide by the conditions and the terms of my supervision as ordered by the court. I understand if I violate any of the above conditions, I will be subject to termination from the program. Participants shall protect, hold harmless and indemnify the provider from and against any and all liability, including without limitations, counsel fees and expenses, penalties and interest arising out of this agreement, or in connection with the use of this service, resulting in damage of property or injury or death of any person. The indemnification arising under this agreement shall remain in full force and effect notwithstanding the full payment of all obligations under this agreement or the termination of the agreement for any reason. In no event will the provider be liable for any direct, indirect, special, consequential, negligent, or incidental damages in connection with or arising out of use by any participant of the services or the system provided under this agreement. In no event does the provider assume any responsibility for acts that may be committed or consequences that may occur to persons subject to or using this service. I have been advised and understand that if I violate any one or more of these rules, circumstances will justify a revocation of my probation or suspended sentence and justify my termination from the program and the suspended portion of my sentence being executed. Further, if applicable, escape charges may be filed against me in accordance with I.C. 35-44-3-5.

My signature below acknowledges that I have fully read, or had read and explained to me, and fully understand all the terms and conditions of my placement with WCRCC, and I hereby agree to comply with all of the above conditions, rules, regulations, stipulations, requests and waivers as part of my placement with WCRCC.

Date:		
Client signature:	If under 18:	
		Parent/Guardian Signature
WCRCC Staff Witness:	Date:	

West Central Regional Community Corrections (WCRCC)
101 North Main Street, Veedersburg, Indiana 47987
Phone: 765-294-3100 Fax: 765-294-3111 Website: www.wcrcc.net
WCRCC business hours are from 8:00 a.m. until 4:00 p.m. Monday through Friday
WCRCC monitoring center contact available 24/7/365

Date

WCRCC Staff

### CONSENT FOR UNRESTRICTED RELEASE OF CONFIDENTIAL INFORMATION

WEST CENTRAL REGIONAL COMMUNITY CORRECTIONS (WCRCC) 101 North Main St., Veedersburg, IN 47987 765 294-3100

l,	date of birth	1	, SS# Last 4 digits	
1. Fountain County Probate 2. Montgomery County Pro 3. Parke County Probation 4. Vermillion County Probation 5. Warren County Probation 7. Montgomery County Dru 10. Vermillion County Dru 14. Trinity Mission 15. V 18. Any and all pharmacie 24. Club Soda 25. Syca 30. Truman House 31. H 36. Any and all State, Cou 38. Other Probation, Prose	release information to and to obtained ion, Prosecutor's Office, Court, Sheriff's Department, Sheriff's Department, Sheriff's Department, Sheriff's Department, Prosecutor's Office, Court, Sheriff's Department, Veterary Court 11. WCRCC Programs & Service Vabash Valley Alliance/Valley Oaks 16. Section 19. Freebirds 20. Next Step 21. October 19. Freebirds 20. Next Step 21. October 19. Freebirds 20. Amethyst House onty, Municipal, Town, City Law Enforcement, Municipal, Town, City Law Enforcement, Departments, Department 19. Other:	Department and Department of Ceriff's Department, Department of Child Separtment, Department of Child Separtment of Child Separtment of Child Separtment of Child Services Department of Child Services Depa	Child Services ervices d Services Services 6. Parke County Drug ounty Accountability Court court Referral 13. Hamilton C inbow Recovery Hospital 23. Any and all hospita Vay Home 29. Hope Sprii her Community Corrections Age	Center als or clinicangs
	or the disclosure: <u>To aid WCRCC in</u> gement, and substance monitoring.		ion supervision and locatio	on_
Location Employment Status and Summary Emerger Treatment Plan(s) Employment: Status/Hi	Admittance/Discharge dates Admittance/Discharge dates and time Locations Assessment(s) resulting Room Reports Face Sheet Probable Cause Affidavit Mere Date/Supervisor Name/Supervisor ule(s), payroll records Other:	es Substance testin Its Prognosis History/Physical/Mental ntal/Physical/Addiction Related Contact Information/Location/I	g results Attendance r Diagnosis Discl Operative Report X-R d Progress Notes/Reports Name of worksite-plant-and/o	harge Ray Repor
(60) days. I acknowledge that it written revocation of this release result in my being held in violatic above-named agencies or individend the recipients of this information corrections placement sentence, whichever	consent, I am knowingly and voluntarily waiving the is my specific intention that this consent is to remain, whichever occurs last. This consent is subject to on of my court order, which could result in the revolution is bound by Part 2 of Title 42 of the Code of ation may redisclose it only in	ain in effect until my current criminal pro- revocation at any time. However, I und cation of my current sentence (s). I also Federal Regulations governing the conf _ which is the projected en ings or upon successful co	ceedings are ended, termination from perstand that my revoking this waiver/concurrent that any disclosure made identiality of alcohol and drug abuse part of my probation, comn	probation or onsent may between the atient records nunity
Client Signature	 Date	- Parent/Guardian Sign	ature Date	

# Now that I have been enrolled on Home Detention with West Central Regional Community Corrections, I understand that I have the following immediate requirements to complete:

1. Contact <u>WCRCC Client Services</u>, 765-294-3100, extension #108, regarding my employment within 3 business days of enrollment. I understand that this must be completed regardless of my employment status.

If employed, I understand that my current employment data will need to be confirmed and reviewed to determine if it is acceptable for me to continue said employment during my time on home detention.

If I am self-employed, I will need to provide documentation that my business is legitimate and a legal business entity. I understand that in order to remain self-employed that my business must be a legitimate, legally registered employer.

If I am unemployed, I understand that I will participate in the WCRCC "I Can" Job readiness program prior to being allowed time to job search.

2. Contact <u>WCRCC Programs & Services</u>, 765-294-3100, option #2, within 3 business days of enrollment. I understand that this must be completed regardless of my current counseling status.

This contact is to determine if I will be required to complete any assessments with that agency.

If I am currently receiving counseling and/or have had current assessments already completed, I understand that I still need to contact Choices to notify them of my status and provide and/or sign any waivers needed to confirm my counseling/assessment status.

3. I realize that a WCRCC staff member may contact me requesting that I come in to complete an Indiana Risk Assessment System (IRAS) assessment if I do not have a current one on file with the State of Indiana that meets the needs of WCRCC.

If I am contacted and require an assessment, I understand that I must have an assessment completed in order for me to continue placement on home detention. Failure to complete the assessment will result in a notice to the court for my removal from the program.

I understand that <u>I am not eligible</u> for any program incentives until I have made these contacts,

<u>AND SUCCESSFULLY COMPLETED</u>

all of the tasks required in relation to each one.