HOME DETENTION CONDITIONS AND AGREEMENT

NAME: _____ CAUSE NO: _____

START DATE: _____ END DATE: _____

Please READ and INITIAL next to each of these rules:

_____ 1. While on electronic monitoring, you must maintain a permanent residence with working telephone equipment. If your telephone is disconnected a Petition to Revoke will be filed with the sentencing Court to request your removal from the Home Detention Program.

a. If the residence in which you live is not yours, you must advise the owner/renters of the residence of your conditions of Home Detention. This includes possible changes in telephone service that may be required, home visits by your assigned Home Detention Officer or staff on a 24 hour, seven day a week basis, possible entire residence searches that may be conducted, and inquires into individuals and activities observed in the residence.
b. You may not change your residence or telephone number without approval of your assigned Home Detention Officer.
c. You may not have Call Forwarding, Three-Way Calling, Automatic Callback, Voicemail, Call Waiting, Answering Machines, Privacy Manager, or be connected to the Internet on the line used for monitoring while on Home Detention.
d. The telephone must remain on the hook when not in use AND the ringer must be on at all times. You must answer the telephone during the times you are scheduled to be at home.
e. You are responsible for all living and medical expenses incurred, prior to, during and after your obligation to serve on the Home Detention Program.

_____ 2. An electronic monitoring device will be connected to your telephone in your residence and an electronic transmitter (anklet) will be placed on your ankle.

a. You shall not, nor shall you let anyone else, tamper with, remove, or destroy your electronic monitoring equipment. You will be responsible for any damage.
b. You will report any apparent malfunctions in the equipment.
c. Do not unplug or relocate the monitor after installation.
d. You shall not, nor shall anyone else use the telephone to which your electronic monitoring device is attached for 10 minutes after you enter or leave your residence.

_____ 3. You shall be confined **INSIDE** your residence at all times except for the following activities. These activities must be approved and scheduled by your assigned Home Detention Officer.

a. Work or approved job search
b. Attending an approved educational program (School/GED Classes).
c. Undergoing psychiatric, mental health treatment, or drug/alcohol counseling that has been directed by the Court, and/or Case Manager.
d. Appointments for medical, dental and optometry treatments.
e. Attendance at a regularly scheduled religious service at a place of worship.
f. Appointments with Court, your Attorney, Probation or Community Corrections.
g. If it becomes necessary for you or an immediate family member to seek **EMERGENCY** treatment, you must call your assigned Home Detention Officer and advise him/her of the situation before leaving. Upon release, immediately call your assigned Home Detention Officer to advise him/her of the situation.

_____ 4. You are required to abide by the weekly schedule that has been approved by your assigned Home Detention Officer. Schedule changes are NOT approved by leaving a voicemail message. You must call your assigned Home Detention Officer immediately if you do not go to work, school, or any activity as scheduled.

_____ 5. You are allowed travel time to and from work/school/appointments. **No stops** may be made with the exception of refueling. If work/school ends early, you are required to return to your residence. Any time granted for an activity is for that activity only.

_____ 6. You must remain at your general work/school area during free time and lunch breaks.

_____ 7. You **MAY <u>NOT</u> LEAVE JACKSON COUNTY WITHOUT** the approval of your assigned Home Detention Officer. Any request for travel outside of the State of Indiana must be approved, in advance, by the sentencing Court.

_____ 8. You are **required** to provide written confirmation of all activities that require you to be away from your residence. This includes copies of time cards, timesheets, or check stubs for employment. You must have the school attendance personnel verify the hours you were present at school each week. You must get written statements to confirm attendance at counseling and medical appointments, church, AA/NA/IOP meetings, other Government agencies, Probation, Attorney and Court appointments.

_____ 9. You will be required to report in person to your assigned Home Detention Officer **EVERY WEEK** to pay your fees, submit activity confirmation papers, and request any changes to your schedule for the following week. Failure to provide proper verification can result in a denial of further activities, including work.

_____ 10. You **SHALL NOT POSSESS** or **USE ALCOHOL, MARIJUANA,** or any **ILLEGAL DRUG**. This includes cough medicine, mouthwash or any other items that contain alcohol. You **SHALL NOT USE ANY CONTROLLED SUBSTANCE** unless prescribed by a physician. You **SHALL** take your medication as directed by your physician.

a. You will be required to submit to a Drug Screen upon entering the program and random screening thereafter. You will be responsible for the cost of the screens. Failure to pay fees will result in Court action.
b. You may be tested at any time for the presence of alcohol by the use of an Alco-Sensor, Preliminary Breath Test (PBT), Intoxilizer or Breathalyzer.
c. You are responsible for any alcohol or drugs found in your residence whether brought in by you, others in your household or visitors.

_____ 11. You shall not use, purchase or possess weapons, firearms, explosive devices and/or ammunition. This includes BB guns, bows, and arrows. None of these devices shall be in your residence, vehicles, or outbuildings. This applies to all residents of your household and/or visitors.

_____ 12. You shall have no contact with anyone on Probation, Parole or with a criminal record during your period of Home Detention. The only exception would be immediate family members. No more than two non-relatives may visit in your home at one time.

_____ 13. You agree to allow members of Jackson County Community Corrections staff and/or any Law Enforcement Officer to enter your residence at any time without prior notice, to make reasonable inquiries into your activities or the activities of others in your home. You specifically hereby waive any and all rights as to search and seizure under the laws and constitution of both the United States and the State of Indiana during the period of your Home Detention.

_____ 14. You must secure all dogs and/or animals that might present a threat or harm to Community Corrections staff or Law Enforcement.

_____ 15. You shall not commit any violations of Federal, State or Local law and must contact your Home Detention Officer immediately if detained or questioned by any Law Enforcement Officer. You must advise Law Enforcement personnel that you are on Home Detention.

_____ 16. If you leave or fail to return to your residence without permission from the Home Detention Officer or Community Corrections staff, you are considered an **ABSCONDER** and may be subject to prosecution for the crime of **ESCAPE** under Indiana Code IC 35-44-3-5.

_____ 17. You shall participate in any and all Programs deemed appropriate by Jackson County Community Corrections Case Manager and consent to a LSI-R assessment. Programs will include but not limited to; Prime for Life, Mental Health Counseling, and "Thinking for a Change", GED, Life Skills Program, and DUI Flex Program. You will be required to pay any related fees/costs.

_____ 18. You will be assessed Home Detention fees as follows:

___$ **100.00 - Enrollment / Installation**
___$ **10.00 - Basic monitor – per day = $ 70 per week**
___$ **13.00 - Alcohol monitor / GPS monitor – per day = $ 91.00 per week**
___$ **30.00 - Drug Screen fee – per test**
___$ **50.00 - Relocation fee - additional moves will result in $25.00 increments**
___$ **100.00 - Transfer fee**

You will hereby agree to account for Home Detention fees assessed as $ _____

for enrollment / installation and $ _____ per day for monitoring, and

$ _____ drug test fee with total today being $ _____ .

These fees may increase due to drug test, extended days of monitoring, moving costs, equipment replacement, etc.

<u>Your first payment will be $ 200.00 due on start date for Basic monitor / $ 221.00 due on start date for Alcohol monitor/GPS monitor</u>.

The amount of $ _____ due weekly by <u>money order only</u>.

You <u>cannot</u> be declared as completed until all fees due are paid in full.

Fees must be paid in a **<u>money order only</u>**. If fees are delinquent more than two weeks (14 days) a Petition to Modify will be filed and the Court will be requested to remove you from the program. All fees shall be paid in full, including fees assessed for drug and/or alcohol testing, monitoring, transfer fees, enrollment/installation, relocation fees and program fees prior to the completion of your Court ordered sentence with this department

_____ 19. If you are a **Juvenile**, a parent or guardian will accompany the child to Community Corrections once each week or more often as requested by your Home Detention Officer. If Juvenile is employed/attending school or required to participate in any Court ordered function, a parent, guardian or family member over the age of 21 will be required to take him/her. A juvenile will not drive an automobile without a parent, guardian or family member over the age of 21 accompanying him/her.

_____ 20. If you are an **Adult** you are required to work not less than 35 hours per week away from your home, for which you are paid no less than minimum wage. If you do not meet the requirements as stated you will required to perform community service as directed by your Home Detention Officer.
If you are a **Juvenile** you are required to attend school. Failure to do so will result in you performing community service as directed by your Home Detention Officer.

_____ 21. If it is determined by the Court or Jackson County Community Corrections that your home detention sentence should be monitored by the Community Corrections Department located in _____ County.

a. You will be required to abide by the agreement set forth by the assigned Community Corrections Department.
b. Failure to abide by the agreement could result in your return to Jackson County Community Corrections to complete your home detention sentence or a petition to revoke may be filed with the Court.

_____ 22. If you are transferred to Jackson County Community Corrections from an other county you will be required to abide by the Home Detention Conditions and Agreement. If you do not abide by this agreement it will result in the return of your case to the sentencing county, this will include delinquent fees and violations of the terms and conditions of this agreement.

I have read and/or had the Home Detention rules read to me and I understand and agree to the terms and conditions of this program. Further, I understand that violation of any of the terms and conditions of the Home Detention program may subject me to further Court action.

Signed the _____ of _____, _____.

_____ _____

CLIENT COMMUNITY CORRECTIONS PERSONNEL

_____

PARENT OR GUARDIAN