

Adult Home Detention

SHELBY COUNTY COMMUNITY CORRECTIONS

10 WEST POLK STREET
SHELBYVILLE, INDIANA 46176
PHONE: 317.392.6492
FAX: 317.392.3722

Name: _____ Cause # _____

Charge: _____ Class: _____ Type of Supervision: _____

- 1. I will maintain a valid and approved Shelby County residence and phone.** I will not change my residence or phone number without prior permission. My phone is to always remain working and active and I will answer my phone when called. If I miss a call from Community Corrections, I will return the call immediately. I will not have privacy manager or a block on my phone that would prevent Community Corrections from contacting me.
- 2. I will allow Community Corrections staff, with proper identification, to visit or telephone my residence or employment at any time and make reasonable inquiries regarding my activities.** I will present myself to the officer within three minutes, answer inquiries truthfully and cooperate. I will secure any animals that might present harm to staff. My address will be plainly visible on my mailbox or home.
- 3. If the residence is not mine, I will inform the owners that I am on House Arrest and the conditions of the program and how these conditions may impact them.** This includes any possible changes in phone service, home contacts by staff at any time, possible home searches and inquiries into individuals and activities observed in the residence.
- 4. I will not have more than two (2) non-relatives at my residence at one time.** If I have a family function at my home, I will place this information on my schedule.
- 5. I will not leave Shelby County, Indiana without prior consent from my case manager.** The sentencing court must approve any request for overnight stay outside Shelby County, Indiana, and any travel outside of the state of Indiana in advance. I will supply Community Corrections with the address and telephone number of where I will be staying.
- 6. I will supply written verification of all activities that require me to be away from my residence.** This includes copies of timecards, multiple job location sheet, time sheets, check stubs, counseling appointments, doctor's appointments, and any treatment. This verification must be turned in weekly, by stapling it to my weekly schedule.

- 7. I will turn in a weekly schedule to Community Corrections every Sunday by 8pm.** Once approved, I will abide by the schedule, which specifically sets forth the times I will be away from my residence and the specific places I will be during my time away. Failure to turn in my schedule on time or to have it filled out will result in my activities being restricted. It is my responsibility to know what I put on my schedule for the week. It is my responsibility to make blank copies of schedules for future use.
- 8. I will maintain good behavior while on House Arrest.** I will be respectful and cooperative when having contact with Community Corrections staff. I will advise any family or friends to be respectful toward staff in the performance of their duties.
- 9. I will maintain/obtain legal and verifiable employment or education on a full-time basis.** If not employed, I shall be required to perform weekly Community Service hours (amount may vary from 20-30 hours per week). I will be allowed to job search two days per week from the hours of 8am-12pm or 1pm-5pm Monday through Friday only. I will keep track of my job searches on the Community Corrections Job Search Verification sheet and turn in weekly with my schedule.
- 10. I will pay all program fees associated with House Arrest.** Daily program fees are \$15.00. I will remain in 100% weekly compliance throughout the duration of my sentence. I will pay an initial administration fee, baseline drug screen fee, and the first two weeks of daily fees totaling \$280.00 at Intake. Additional Drug Screens will be performed throughout the duration of the program. I am responsible for paying for all screens at the time of collection. Drug screens may range in cost from \$20 to \$67, sometimes higher, depending upon the circumstances. *Non-compliance of program supervision fees and/or non-payment of drug screens at the time of collection, will result in a sanction.
- 11. I will not possess or use alcohol, any controlled substance and/or any mind-altering substance, e.g., spice, any form of K2, bath salts. I will not use cough or allergy medications, mouthwash or any other products that contain alcohol.** Only medications prescribed by my physician will be allowed. Consumption of any prescribed medication cannot exceed the dosage amount as prescribed by my physician. I will bring in all prescriptions and inform my case manager if there are any changes to my medications. I will be required to submit samples of bodily substance for the purpose of detecting alcohol/drugs and submit to breath

analysis, at my own expense. I will advise staff of any known health risks. Dilute drug screens are considered positive by the lab and thus will be submitted to the court as positive results.

- 12. I will not possess any firearms, ammunition, explosives, fireworks, dangerous weapons** (including pocketknives, pepper spray/mace, swords, tasers, BB guns, etc.), **or any drug paraphernalia on my person, property, or residence.**
- 13. I shall submit to warrantless and/or suspicion less searches** of my person, my residence, my motor vehicle, or my property by probation, law enforcement, or community corrections personnel at such times and places in the sole discretion of such personnel. In consideration of the opportunity to participate in a Community Corrections program rather than serve my sentence through the Department of Correction or other more restrictive environment, I hereby consent, acknowledge and agree that I hereby waive my rights concerning searches and seizures under the Fourth and Fourteenth Amendments of the United States Constitution and under Article 1 and 11 of the Indiana Constitution.
- 14. I will not commit, be arrested for, or charged with a criminal offense.** I will contact Community Corrections immediately after any contact with law enforcement. I will advise any law enforcement officers that I come in contact with that I am on House Arrest.
- 15. I will allow the electronic monitoring system to be placed in my home or on my person as directed.** The equipment must be maintained and activated while on House Arrest. I will pay for the cost of the repair/replacement of equipment if it is lost, stolen, or damaged in any way, beyond normal wear and tear. It is my responsibility to get permission from other members of my residence for the electronic monitoring system to be placed in the home.
- 16. I will obey all laws of the City, County, State, and Federal government** while on House Arrest.
- 17. I will abide by all conditions of Probation/Bond and any order of the Court.**
- 18. I will be placed on House Arrest as determined by Community Corrections based on the risk assessment completed at intake.** I will have specific rules to follow according to my level of supervision.
- 19. I will attend all programming, internal or external, as deemed necessary by Community Corrections.** I will report for all appointments as directed by Community Corrections.
- 20. I am aware that violation of any term or condition of this program could result in suspension, disciplinary action, to include, but not limited to:**

A written violation, increased supervision, restricted activities, credit time deprivation and/or prosecution for the crime of escape under IC 35-44.1-3-4. A petition to revoke probation and/or a change of placement can be filed by my probation officer and/or Community Corrections. If probable cause is found, a warrant may be issued for my arrest. The Court may order immediate execution of my sentence including any portion of my suspended sentence. Furthermore, a person who knowingly or intentionally violates a house arrest order or intentionally removes an electronic monitoring device commits Escape, a Level 6 Felony.

TO BE COMPLETED AT INTAKE:

My projected maximum release dates on HA are:

_____ to _____ = _____. **My estimated House Arrest fees are:** _____.

Terms of GPS assignment:

1. I understand that I am responsible for the cost of the equipment, should it be lost, stolen or damaged while in my possession. There could potentially be a replacement cost of \$1050.00 for the GPS unit and \$20.00 per charger.
2. I understand that I must charge the GPS for 2 hours per day.
3. I understand that I am **NOT** to charge my GPS while I am sleeping.
4. I understand that I must wear the GPS unit on my person at all times.
5. I understand that I must answer all calls to my GPS.
6. I understand that I cannot submerge my GPS.
7. I understand that any of the aforementioned will result in but not limited to, a violation to probation and/or the court of jurisdiction.

I have read, understand, and accept the above terms and acknowledge that I have received a copy of these terms. I agree and consent to release of information from my employer, treatment provider, educator, telephone company, or other agency/person that might pertain to my participation and supervision on this program or in efforts to locate me if I should abscond. I hereby knowingly, intentionally, and specifically waive my rights against self-incrimination and search and seizure as provided for in the Constitution of the United States and State of Indiana as

it may be initiated by Community Correction or Probation Staff. I have been advised verbally and have had the opportunity to discuss all the conditions of the program. I now understand that this is an order of the court and agree to abide by all the stated terms and conditions.

Print Name:

Participant Signature:

Community Corrections Staff:

Date:
