

**Forensic Diversion  
Program**

**SHELBY COUNTY COMMUNITY CORRECTIONS**  
10 WEST POLK STREET  
SHELBYVILLE, INDIANA 46176  
PHONE: 317.392.6492  
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**Direct Commitment**       **Condition of Probation**      **IRAS Score:** \_\_\_\_\_

**I have agreed to participate in the Forensic Diversion program through Shelby County Community Corrections as ordered by Shelby County Superior Court II, Superior Court I, or Circuit Court. This program length will be a minimum of 12-18 months as determined by the Forensic Diversion Team and success on varying program levels.**

**My IRAS score, my offense, and the recommendations of my treatment provider will determine my level of supervision in this program.**

**Level 3: High score on the IRAS.** I will check in at the office daily between the hours of 8AM-4PM. I will be required to complete a schedule of activities to be approved by program staff by 8PM each Sunday. I am not allowed to leave my residence without prior approval from program staff. I will be required to wear an electronic monitoring device. This level will cost \$6 per day.

**Level 2: Moderate score on the IRAS.** I will check in at the office daily between the hours of 8AM-4PM. I will be required to complete a schedule of activities to be approved by program staff by 8PM each Sunday. I will call voice mail and leave a detailed message whenever there is a work-related change, addition, or emergency issue to my schedule. If the location is someplace other than my employment/residence, I will provide the address and telephone number. If it is a public place, I will provide the name and location. If Program Supervisor is not on duty, Field Officers will monitor voicemail and answer any questions I have. I will respect any and all decisions made by them. This level will cost \$5 per day.

**Level 1: Low score on the IRAS.** I will check in at the office daily between the hours of 8AM – 4PM. I will be in my residence between the hours of 9PM and 6AM. This level will cost \$4 per day.

**As a participant in this program, I realize that program staff will review my level of supervision once every 90 days based on my progress. However, I realize if I violate the terms of my current supervision, my supervision level can become more restrictive immediately and/or I can be referred back to the sentencing court.**

**General Conditions**

- 1. I must report to Shelby County Community Corrections for daily check-ins between the hours of 8AM-4PM.** I must maintain/obtain a working telephone to participate in this program. I will turn in a schedule of my weekly activities by 8PM each Sunday. I am unable to leave Shelby County unless program staff grants prior approval.
- 2. I will maintain/obtain legal and verifiable employment or education on a full-time basis.** I will inform my employer/educator that I am under community supervision, which will enable program staff to visit me at my place of employment/education. I will report to my job/education site daily

and will not be absent from work/school unless prior approval is granted by program staff. If not employed, I shall be required to perform weekly Community Service hours (amount may vary from 30-40 hours per week). I hereby release Shelby County Community Corrections, its staff and participating worksites from liabilities or action whatsoever and will not file any type of liability lawsuit against Shelby County Community Corrections or any worksite I am assigned to by Shelby County Community Corrections. I understand that I am not an employee of the State of Indiana, Shelby County, or City of Shelbyville and cannot qualify for Workman's Compensation. I will be allowed to job search two days per week from the hours of 8am-12pm or 1pm-5pm Monday through Friday only. No job searches on Saturday, Sunday, or Holidays unless an interview is scheduled. I will keep track of my job searches on the Community Corrections Job Search Verification sheet and turn in weekly with my schedule.

3. **I must abide by a daily curfew** of 9PM to 6AM, or as directed and remain in my home during these times unless prior approval is granted by program staff.
4. **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.
5. **I will pay all program fees associated with Forensic Diversion.** I will remain in 100% weekly compliance throughout the duration of my sentence. I will pay an initial Administration Fee and baseline Drug Screen Fee, at Intake. Additional Drug Screens will be performed throughout the duration of the program. I am responsible for paying for these screens at the time of collection. Any Additional panels ran during a routine drug screen will be added to the cost of said drug screen and are also the responsibility of the participant to pay for at the time of collection. Drug screens may range in cost from \$20 to \$67, sometimes higher, depending upon the circumstances.

\*Drug screen collection times are as follows:

Monday - Friday – 1:00PM – 4:00PM

Saturday, Sunday – 1:00PM – 3:00PM

\*\*Non-compliance of program supervision fees and/or non-payment of drug

screens at the time of collection, wherein the ability to pay was present, will result in sanctions given in detail at the case manager's/compliance officer's discretion.

- 6. I will not possess or use alcohol, any controlled substance and/or any mind-altering substance,** i.e. spice, any form of K2, or 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 will, thus, be submitted to the court as positive results.
- 7. I will not have in my possession a firearm, explosive device, contraband, dangerous weapons** (including pocketknives, pepper spray/mace, swords, tasers, BB guns, etc.), or any drug paraphernalia. It is understood if any weapon, loaded or unloaded is found in or near my residence, vehicle, on or near my body, I may be suspended from the program immediately and may have a warrant issued for my arrest. It is further understood that it is my responsibility to inform any person living in or visiting my residence, or in contact with me of this condition. If the residence I reside in is not mine, I will advise the owners of my residence of the conditions of my supervision and how these conditions may affect them and/or their property. I understand that I may be subject to search at any time.
- 8. I must obey all laws of the City, County, State and Federal Government** while participating in this program. This includes traffic violations. I will not engage in any illegal activity. I must notify program staff immediately of any contact with law enforcement. If I am taken into custody, I must advise law enforcement personnel that I am on this program.
- 9. Transportation, living and medical expenses are my responsibility.**
- 10. I will exhibit good behavior while under supervision.** I will be respectful and cooperative with all staff and will advise my family/friends to be respectful and cooperative to all staff who participates in my supervision.
- 11. I am aware that I will not receive good time credit for my participation in this program.**
- 12. I will attend any and all programming,** internal or external, as deemed necessary by Community Corrections.

**13. I will participate in any treatment as directed by my treatment provider**, including therapeutic and educational classes, and taking my medications as prescribed. (See attached treatment recommendation)

**14. I will abide by any order of the Court.**

**15. 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: 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.

**Participant's Acknowledgment**

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 \_\_\_\_\_ Date \_\_\_\_\_

Participant Signature \_\_\_\_\_ Date \_\_\_\_\_

Community Corrections Staff \_\_\_\_\_ Date \_\_\_\_\_