

Sex Offender Management Program

SHELBY COUNTY COMMUNITY CORRECTIONS

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

- 1. I must report to Shelby County Community Corrections at my scheduled appointment time to meet with my Case Manager each week.** In addition, I must maintain/obtain a telephone and/or standard flip-style cell phone – no smartphones - to participate in this program. I will submit a schedule every Sunday by 8:00 p.m. with all my activities, including Daily Check-ins at the Community Corrections Office. I will call voice mail and leave a detailed message whenever there is a change or addition 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. I am unable to leave Shelby County unless prior approval is granted by program staff. This will enable program staff to find me at all times. If SOMP 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.
- 2. I must abide by a daily curfew of 9:00pm to 6:00am, or as directed and remain in my home during these times unless prior approval is granted by program staff.**
- 3. I will allow staff to telephone and/or visit my residence and/or employment at any reasonable time.** Any inquiries regarding my activities must be answered truthfully and I must fully cooperate. I will not change residence or telephone number without obtaining permission from program staff in advance.
- 4. I will obtain/maintain legal and verifiable employment and pay program fees of \$10.00 daily (includes GPS Monitoring) as directed by program staff.** If or when the GPS unit is removed, I will pay program fees of \$5.00 daily for the remainder of my time on the SOMP program. I will also be required to pay, upon intake, an initial Administrative Fee and Drug Screen Fee AND additional Drug Screen Fee(s) that may be accrued throughout the duration of my time on the SOMP program. It will also be my responsibility to pay for any treatment classes or evaluations deemed necessary by my Community Corrections SOMP Case Manager and/or my Probation Officer and/or treatment counselor while on the SOMP program.

*Drug screen collection times are as follows:

Monday – Friday 2:00 PM – 4:0 PM

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.

- 5. I will obtain employment within a reasonable period of time as directed by SOMP staff.** SOMP staff must approve any employment that I engage in. If I am already employed, I will discuss the conditions of my employment during the intake process with SOMP staff. I will not use my employment as a means to acquire new victims. I will inform my employer that I am under community supervision, which will enable program staff to visit me at my place of employment. I will report to my job daily and will not be absent from work unless prior approval is granted by program staff. If not employed full-time, I shall be required to work a minimum of 30 hours of community service 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.
- 6. I will not use any alcohol, illegal drugs or any other mind-altering substance** (i.e. spice or any form of K2 or bath salts) or have any alcohol or illegal drugs in my residence, or on my person, or on my property at any time. This includes prescription drugs not prescribed to me. If I am prescribed a drug by my physician, I will notify Community Corrections immediately and supply documentation to verify the prescription.
- 7. I will submit to drug testing and portable breath tests at any time.** I will not frequent or be present at any establishment whose main business purpose is the selling, serving, or drinking of alcohol or alcoholic beverages. I will not possess or use any controlled substances, including prescription medication, unless it prescribed for me specifically by my physician and I am able to show proof of that prescription. Dilute drug screens are considered positive by the lab and, thus, will be submitted to the court as positive results.
- 8. 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.
- 9. If the residence I reside in is not mine, I must advise the owners of my conditions of the SOMP and how these conditions may impact them,** including, but not limited to, any possible changes in telephone and/or cable television and/or internet service, and computer/electronic device placement. No

electronic devices with potential internet access may be placed in common living areas; i.e living/family rooms, kitchens, participant-shared bedrooms, dens/offices. All electronic devices must be password locked and protected and behind locked doors. If at any time, such devices are visible to Community Corrections Staff, and/or in common areas, during home visits, SCCC Staff have the right to conduct routine examinations that may include retrieval and copying of all memory from device(s) and any internal or external peripherals to ensure compliance with participant's special SOMP conditions, and/or removal of such equipment for the purpose of conducting a more thorough inspection. I must advise all persons living at my residence about my current and previous sex-related convictions. I must obtain prior approval from SOMP staff to change residences. I will not reside within one thousand (1,000) feet of school property in accordance with IC 35-41-1-24.7. In addition, I will not reside within a one (1) mile radius of my victim.

- 10. Community Corrections Staff will also be making routine home checks and searches.** I shall be cooperative and respectful toward SCCC Staff and advise anyone else residing in the residence that, they too, are to be respectful and courteous toward SCCC Staff during these searches/visits. 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.
- 11. I will not possess any firearms, ammunition, explosives, fireworks, or dangerous weapons** (including pocketknives, pepper spray/mace, swords, tasers, BB guns, etc.) at my residence or my property.
- 12. I must obey all laws of the City, County, State, and Federal government while on SOMP.**
- 13. I must advise any law enforcement officer that I come in contact with that I am on SOMP.**
- 14. I must contact Community Corrections immediately after any contact with law enforcement.**
- 15. I must answer all telephone calls to my residence when I am scheduled to be home.** I will not take the phone off the hook, preventing incoming calls. I will keep my phone charged and/or with minutes on it. I will not have any optional services on my telephone line, to include, but not limited to, call waiting and/or privacy manager.
- 16. I will maintain good behavior while in SOMP.** I will cooperate with the staff who may contact me regarding my supervision. I will be respectful towards them and will advise my family and friends to also be respectful toward staff member during the performance of their duties.
- 17. I will attend and actively participate and complete any and all treatment as directed by the probation department, sentencing court, or SOMP staff** and maintain steady progress within this treatment. This includes, but is not limited to: specialized sex offender treatment, addictions therapy, behavior management, 12 step groups, etc. I will not miss any therapy/group appointments, without prior approval from SOMP staff and the treatment provider. I am responsible for any treatment fees I

incur. I will take medication as directed by my physician. Unsuccessful termination from treatment will be considered a violation of SOMP guidelines and will result in sanctions.

18. I shall not possess, have contact with, or access to any sexually arousing materials, including, but not limited to: videos, magazines, books, Internet web sites, games, sexual devices or aids, or any material that depicts partial or complete nudity or sexually explicit language or any materials related to illegal or deviant interests or behaviors. I will not visit any business which provides such materials. I will not visit strip joints, peep shows, motels which supply adult movies, bars where topless/exotic dancers perform. I shall not possess any personal contact magazines, i.e. personal ads, newspapers that contain information about persons desiring to have personal relationships of any kinds, nor will I place any ads of the same nature in said periodicals. I shall not visit, create, or use any existing profiles (mine or someone else's) in any social networking sites, such as Facebook, Snapchat, Instagram, or any dating websites, that contain information about persons desiring to have personal relationships of any kind.

This rule includes, but is not limited to, the dispossession of all electronic devices, such as, computers, laptops, tablets, smartphones, E-readers (with the exception of any court-approved electronics for employment purposes), video gaming systems, iPods, or similar devices, smart televisions with internet access, cable subscriptions with movie channels, and any other device that could potentially contain or exhibit any sexually explicit/arousing information.*

***Any sexual offender who is approved to utilize electronics SHALL at the offender's expense be required to have software installed on the device that they are using that that will allow individuals providing supervision to track the sites they are visiting.*

19. I will notify SOMP staff of any establishment of a dating, intimate, and/or sexual relationship with any adult. I will notify any person I am dating, intimate, or have a sexual relationship with of my sex related convictions. I will not engage in a dating, intimate, or sexual relationship with any person who has children under the age of 18 years.

20. I will have no contact with my victim or my victim's family unless approved in advance by SOMP staff for the benefit of the victim. Contact means, but is not limited to, face to face, telephonic, correspondence, computer, or any indirect contact via third parties.

21. I will never be alone with any child at any time. I will have no contact with any person under the age of 18, and will not frequent places such as, but not limited to, day care centers, swimming pools, theaters, playgrounds, schools or other places where children can be expected to congregate. Contact means, but is not limited to, face to face, telephonic, computer, or any indirect contact via third parties. I will report any incidental contact with children to SOMP staff within 24 hours of the contact.

22. I will not have in my possession, in my vehicle, on my person, or in my residence anything that can attract children/adults or that can be used to coerce children/adults to engage in inappropriate or

illegal sexual activities. I will not engage in any activities that could be construed as enticing children/adults, including, but not limited to, cruising for victims, traveling by driving, walking, or bicycling without an intended purpose after dark, picking up hitchhikers, etc. I will not join or be associated with any group which promotes activities involving children less than 18 years of age, including but not limited to, sports teams, youth groups, scouting groups.

- 23. I will sign a waiver of confidentiality, releases of information or any document required** that permits SOMP staff to examine any and all records relating to me enabling staff to collaboratively share and discuss my behavioral management conditions, treatment progress and probation needs as a team. This permission may extend to, but is not limited to, the following: my significant others and/or my victim and my victims' therapist as directed by SOMP staff, sharing of my modus operandi behaviors with law enforcement personnel.
- 24. I will complete and pass polygraph testing at the direction of SOMP staff and/or any other behavior management professionals** who are providing treatment or otherwise assisting SOMP staff in monitoring my compliance with SOMP conditions.
- 25. I will register with local law enforcement authorities as a sex offender within three (3) days of being released into SOMP in accordance with I.C. 5-2-12-5.**
- 26. If I violate the terms of this agreement at any time, I will be subject to sanctions.** All violations will be sent to the prosecutor, probation and court. These sanctions may include, but are not limited to: Verbal Warnings, Written Violations, credit time deprivation, Petition to Revoke Probation, a warrant being issued for my arrest, and/or immediate incarceration.
- 27. I will not use any computer or cellular service with access to any on-line computer service at any location** (including my place of employment) without prior permission from the SOMP staff. This includes any Internet service provider, bulletin board system, e-mail system or any other public or private network. I shall not possess or use any data encryption technique or program.
- 28. I will follow any orders as set by the sentencing court and Shelby County Community Corrections, to include the following special condition effective July 1, 2003: I will wear a monitoring unit as directed by Shelby County Community Corrections. I will not commit, be arrested for, or charged with a criminal offense.**

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.

Participant's Acknowledgment

I agree and consent to release of information from my employer, treatment provider, educator, telephone company, cable/internet provider, or other agency/person that might pertain to my participation and supervision on this program. I further 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 Corrections or Probation Staff. I have been advised verbally and have had 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.

Comments:

Participant

Date

SCCC staff

Date