

# Martin County Community Corrections

## Electronic Monitoring – Home Detention

NAME: \_\_\_\_\_

CAUSE #: 51 \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

BEGIN DATE: \_\_\_\_\_

END DATE: \_\_\_\_\_

Home Detention is a **PRIVILEGE**. Offenders are equivalent to jail inmates serving their sentence in a special arrangement. A defendant is not entitled to serve a sentence in either probation or a community corrections program. Rather, placement in either is a “matter of grace” and a “conditional liberty that is a favor, not a right.” *Id. at 1002* (Quoting *Gilfillen v. State, 582 N.E.2d 821,824 (Ind.1991)*)

### Termination of Community Corrections Program Placement

Placement in Martin County Community Corrections Program(s) can be terminated by way of Court Order and/or revocation of program placement due to violation of program rules, regulations, and/or standards. When/if program placement is terminated by Court Order and/or revocation request (by MCCC), the offender is removed from home detention and returned to jail pending a hearing on the revocation order. Depending on the severity of program violation(s), additional criminal charges may apply. Once an offender has violated the terms of program placement and placement has been terminated, the offender’s home detention case will be closed and flagged as ‘unsuccessful.’ An offender’s program placement history can/will be used to determine future placement with MCCC program(s) and service(s).

I.C. 11-12-8 Sec. 1. As used in this chapter, “community corrections program” means a community-based program that provides preventive services, services to criminal or juvenile offenders, services to persons charged with a crime or an act of delinquency, services to persons diverted from the criminal or delinquency process, services to persons sentenced to imprisonment, or services to victims of crime or delinquency that may include the following:

- (1) Residential programs.
- (2) Work release programs.
- (3) House arrest, home detention, and electronic monitoring programs.
- (4) Community restitution or service programs.
- (5) Victim-offender reconciliation programs.
- (6) Jail services programs.
- (7) Jail work crews.
- (8) Community work crews.
- (9) Juvenile detention alternative programs.
- (10) Study release programs.

*Please carefully read and initial **each** statement as a declaration of understanding the rules of conduct for MCCC Electronic Monitoring – Home Detention. If you do not understand a rule and/or statement, it is **your** responsibility to ask for clarification prior to signing this program contract.*

1. I shall obey the below stated rules and conditions, the conditions of Probation and any other orders imposed by the sentencing Court. I understand that inappropriate behavior or noncompliance of any rules or conditions of this program may result in a notice being filed with Probation/Sentencing Court and the potential termination from this program.  
\_\_\_\_\_
2. **ANY CRIMINAL OFFENSE WHICH RESULTS IN MY ARREST** or a WARRANT FOR MY ARREST WILL BE GROUNDS FOR AUTOMATIC TERMINATION FROM THE PROGRAM. \_\_\_\_\_

3. I shall have no contact of any kind: direct, indirect, or through a third party, with any alleged victim of crime of which I have either (1) committed or (2) am suspected of committing. *This includes violations of no-contact orders, restraining orders and/or orders by the Court* \_\_\_\_\_
4. I shall report any violations of the Court’s orders within twenty-four (24) hours after the violation occurs. \_\_\_\_\_
5. I shall not drive without a valid driver’s license. \_\_\_\_\_
6. I agree to identify myself as a Home Detention Client to *any* law enforcement officer(s) that I come in contact with for *any* reason. I will not assume that any law enforcement officer knows my status as a Home Detention Client and I will identify by saying “My name is \_\_\_\_\_ and I am a Home Detention Client with Martin County Community Corrections.  
\_\_\_\_\_
7. I agree that if I come into contact with any law enforcement officer, for any reason, even if I am not charged with any crime as a result, I will notify MCCC staff immediately of the context of the contact with law enforcement and the result thereof. \_\_\_\_\_
8. I understand there will be no refund (under \$100) by MCCC of any prepaid fees. \_\_\_\_\_
9. No person charged or convicted of a Felony or any Offense involving Alcohol, Marijuana or a Controlled Substance will be allowed to visit my residence (*excluding relatives*). A list of visitors must be approved by MCCC Staff prior to visits.  
\_\_\_\_\_
10. No more than two non-relatives may visit me in my home at one time without prior permission from MCCC. I must identify all visitors in the home when MCCC Staff visit. It is my responsibility to ensure all occupants and visitors of my residence are aware of and comply with the Rules of Home Detention as they pertain to the household. \_\_\_\_\_
11. I must have a valid residence within the supervision area of Martin County Community Corrections (MCCC) which includes contiguous counties. \_\_\_\_\_
12. I must have a working cell phone at all times. \_\_\_\_\_
13. I must have electricity and running water in my home at all times. \_\_\_\_\_
14. I may not change my residence or phone number without prior permission from MCCC. \_\_\_\_\_
15. I must obtain written permission from the owner of the residence and/or landowner (*if applicable*) where I intend to live for admission into the program and to maintain program compliance. \_\_\_\_\_
16. I must pay a **\$25.00** fee if moving within Martin County or a **\$125.00** transfer fee if moving to/from another agency.  
\_\_\_\_\_
17. **GPS ELECTRONIC MONITORING EQUIPMENT:**
  - a. I understand I am required to charge my unit for a minimum of two (2) consecutive hours per day, **NOT** while sleeping. \_\_\_\_\_
  - b. I understand I must allow electronic monitoring equipment to be placed on my person or in my home to be eligible and maintain eligibility for the program. \_\_\_\_\_

- c. I understand that I am financially responsible for any damage to the electronic monitoring equipment and will be charged according to the approved MCCC fee schedule for damaged equipment. \_\_\_\_\_
  - d. I understand any repair and/or replacement invoices from the monitoring company will be presented to the Court at a Review Hearing. \_\_\_\_\_
  - e. I understand that if there are any problems with the equipment, I will immediately notify MCCC. \_\_\_\_\_
  - f. I understand that records and information generated by the electronic monitoring equipment, which indicate non-compliance, may be used in a Court of Law and may be admitted as evidence without the presence of monitoring company personnel. \_\_\_\_\_
18. I shall not possess any weapons, firearms, explosive devices and/or ammunition in my residence, vehicle, or outbuildings. This applies to all residents and visitors of my household. \_\_\_\_\_
19. If terminated from my job, I understand I am required to notify MCCC staff immediately of my employment termination. Immediately is defined as within 24 hours of the termination from employment. \_\_\_\_\_
20. If unemployed or terminated from my job, I will be required to engage in an intensive job search which will require five (5) verifiable employment inquiries per day of the work week (M-F). \_\_\_\_\_
21. I understand that I will not work:
- a. more than two (2) jobs (unless approved by MCCC) \_\_\_\_\_
  - b. more than sixty (60) hours in any one week (unless approved by MCCC) \_\_\_\_\_
  - c. more than six (6) days per week (unless approved by MCCC) \_\_\_\_\_
  - d. more than twelve (12) hours per day (unless approved by MCCC) \_\_\_\_\_
22. I understand that MCCC will monitor my employment hours by examining my time cards, contacting my supervisor, and/or conducting work site visits. I understand that I am required to provide verification of work hours upon request. Failure to do so may result in termination from this program. \_\_\_\_\_
23. I shall authorize my employer to release all records and information requested concerning my hours of employment, attendance on the job, duties of employment, reporting and dismissal times, and other pertinent information as requested by MCCC. Failure to do so may result in termination from this program. \_\_\_\_\_
24. I understand I will be confined to my home at **all** times except as follows:
- a. working at employment approved by MCCC or traveling to/from approved employment \_\_\_\_\_
  - b. unemployed and seeking employment approved by MCCC \_\_\_\_\_
  - c. undergoing medical, psychiatric, mental health treatment, counseling, other treatment programs approved by MCCC, or attending Attorney and Court appointments \_\_\_\_\_
  - d. attending an educational institution or a program approved for the offender by MCCC \_\_\_\_\_
  - e. attending a regularly scheduled religious service at a place of worship approved by MCCC \_\_\_\_\_
  - f. participating in a community work release or community restitution or service program approved for the participant by MCCC. \_\_\_\_\_
  - g. If I do not have a basement in my home, I may leave the residence to seek safe shelter during high winds or tornado warnings. \_\_\_\_\_
25. I **MUST** abide by a weekly schedule **approved by the MCCC Staff**. This schedule sets the times when I may be absent from home, and the locations I am allowed to be during scheduled absences. \_\_\_\_\_

I understand:

- a. Schedule changes are **NOT** approved by leaving a voicemail. \_\_\_\_\_
- b. I must call the office immediately if I do not go to work, school or any scheduled activity. \_\_\_\_\_
- c. **No additional stops** may be made, with the exception of refueling. \_\_\_\_\_
- d. I will not be allowed immediate changes to my schedule except in **emergency** situations. \_\_\_\_\_
- e. Any request for an overnight stay outside of Martin County must be approved in advance. \_\_\_\_\_
- f. NO CHANGE TO ANY SCHEDULE WILL BE APPROVED AFTER 4:00 P.M. \_\_\_\_\_
- g. Emergencies after office hours may be shared via text message to 812-709-0637. \_\_\_\_\_
- h. All schedule changes **must** be submitted during office hours, at least 24hrs in advance. \_\_\_\_\_

- 26. I **cannot** be employed in places where alcoholic beverages are used, sold or dispensed, unless approved by MCCC staff and/or the MCCC Director; *grocery and/or retail establishments may be exempt from this rule, so long as MCCC staff is aware and the employment is documented.* \_\_\_\_\_
- 27. I will be required to report *in person* to MCCC for any and all scheduled/required visits. Failure to comply may result in a denial of further activities and/or termination from the program. \_\_\_\_\_
- 28. I shall **not possess or consume alcohol, marijuana, suboxone, or any illegal drug or controlled substance** unless prescribed by a physician. **Possession includes:** in my residence, on my person, my property, or any vehicle I may occupy. \_\_\_\_\_
- 29. I shall not use cough or allergy medications, mouthwashes, or any products that contain alcohol unless prescribed by my physician. \_\_\_\_\_
- 30. I shall provide a list of all medications currently prescribed by my physician. \_\_\_\_\_
- 31. I understand prescription medication will be monitored for compliance to assure I am taking medications as prescribed by my physician. \_\_\_\_\_
- 32. I must notify MCCC within 24 hours if I am prescribed a new prescription. \_\_\_\_\_

**33. Delta 8, CBD, THC Products**

I understand that while Delta-8 Tetrahydrocannabinol, otherwise known as Delta-8 THC, and various CBD products, are legal substances in the state of Indiana, they are not regulated by the FDA and these substances may result in positive drug screens which may not differentiate between the illegal vs. the legal variation of the substance. I understand if I choose to use these substance(s), I am assuming the risk of a positive drug screen. \_\_\_\_\_

Furthermore, I understand that a positive drug screen may result in program termination and/or revocation of placement. \_\_\_\_\_

- 34. I will be subject to random drug screening and alcohol screening (PBT) in order to determine the presence and/or absence of illegal drugs and alcohol in my system. I will agree that the results of the above testing can be used against me in a Revocation of Home Detention hearing. \_\_\_\_\_
- 35. I will be held financially responsible for **ALL** (positive and negative) drug screens and/or any **saliva tests** used because I cannot urinate within 30 minutes (unless I have previously provided an excuse from my doctor that states that I cannot urinate within a half hour due to a medical condition). \_\_\_\_\_
  - a. Baseline – \$50.00
  - b. Urine (Negative) – \$30.00
  - c. Oral (Negative) – \$30.00

- d. Urine (Positive) – \$50.00  
(Includes FIRST positive substance. All substances positive for after the first will be an additional \$25.00 per substance)
- e. Oral (Positive) – \$50.00  
(Includes FIRST positive substance. All substances positive for after the first will be an additional \$25.00 per substance)
- f. Designer Drugs – As billed
- g. For Cause: Specific Drugs – As billed

36. I understand that home/work contacts from Field Officers and/or MCCC Staff are to be expected at any time. I shall be subject to a search of my person, any vehicle owned by me or in my possession or control, any other personal property owned by me or in my possession or control, and my residence, whether temporary or permanent, by any supervising officer or any law enforcement officer, without a warrant and without probable cause or reasonable suspicion of criminal activity. *If I refuse a request from the supervising officer or any law enforcement officer for a search authorized by this Program, such refusal is a violation of the Program and may cause revocation from the Program.* \_\_\_\_\_

- a. I shall meet with any person acting at the request of MCCC at any place and any time. \_\_\_\_\_
- b. I must answer my door within **three minutes**; answer inquiries truthfully and cooperate with staff. \_\_\_\_\_
- c. I must secure dogs or animals that might present harm to MCCC staff. \_\_\_\_\_

37. I agree to travel in a direct route to and from home or any permitted destination without making any stops or “side trips”, and to have no unauthorized passengers in my vehicle.

*A “side trip” is defined as any deviation in the normal route of travel to and from my home. I shall remain at work/school during any free time or breaks.* \_\_\_\_\_

38. I understand that leaving my residence or my place of employment *without* authorization from the Community Correction’s staff could result in my being charged with the crime of **Escape, a Level 6 Felony**. Further, an offender who violates a Home Detention Order or intentionally removes or damages an electronic monitoring device or GPS tracking device commits **Escape, a Level 6 Felony**, under IC 35-44.1-3-4 Sec. 4: \_\_\_\_\_

39. I understand that a person, except as provided in IC 35-44.1-3 subsection (b), who intentionally flees from lawful detention commits escape, a Level 5 felony. However, the offense is a Level 4 felony if, while committing it, the person draws or uses a deadly weapon or inflicts bodily injury on another person. \_\_\_\_\_

40. I understand that a person who knowingly or intentionally violates a home detention order or intentionally removes an electronic monitoring device or GPS tracking device commits **Escape, a Level 6 felony**. \_\_\_\_\_

41. I understand that a person who knowingly or intentionally fails to return to lawful detention following temporary leave granted for a specified purpose or limited period commits **Failure to Return to Lawful Detention, a Level 6 Felony**. However, the offense is a Level 5 felony if, while committing it, the person draws or uses a deadly weapon or inflicts bodily injury on another person. *As added by P.L.126-2012, SEC.54. Amended by P.L.158-2013, SEC.511.* \_\_\_\_\_

42. While on a MCCC Home Detention Program I must pay \$15.00 per day. A \$50.00 administrative fee, a baseline drug screen fee of \$50.00 and two weeks of daily fees is due the date of hook-up. I understand that failure to make payments as scheduled may result in any of the following: \_\_\_\_\_

- a. I may be scheduled for a review hearing in Martin Circuit Court. \_\_\_\_\_
- b. I may be terminated from the program. \_\_\_\_\_
- c. I may be sued in civil court for the amount of the arrearage plus costs of the proceedings. \_\_\_\_\_
- d. A garnishment order may be imposed by Martin Circuit Court. \_\_\_\_\_
- e. My Indiana Tax Refund may be levied. \_\_\_\_\_

43. While on the Martin County Community Corrections' Program, I will be assessed with the Indiana Risk Assessment System (IRAS) Tool. This tool is used to determine if I am at a High, Moderate, or Low risk to re-offend. If I score at a High or Moderate risk, I understand will be **required** to participate in programming. \_\_\_\_\_
44. In accordance with IC 35-50-6-5(a)(3)(B), should a defendant be placed on a Community Corrections Program as a Direct Commitment and he/she does **NOT** successfully complete, I understand this Department has the authority to take away "good time" credit earned. \_\_\_\_\_
45. I understand that I must abide by all Court Orders while on the program; this includes, but is not limited to: sentencing order(s), conditions of probation, conditions of bond and/or bond orders, no contact orders and protective orders. Failure to abide by all court orders imposed on me may result program revocation. \_\_\_\_\_

I AM HEREBY ADVISED that the Court may order my arrest and revoke my Home Detention placement at any time if I violate **ANY** of these MCCC rules/conditions or any conditions in my Court/Probation order.

I AM HERBY ADVISED that if I violate **ANY** of these MCCC rules/conditions or any conditions of my Court/Probation order, as part of my home detention placement, or if I intentionally remove or damage an electronic monitoring device or GPS tracking device, I may be charged with **Escape, a Level 6 Felony**, under IC 35-44.1-3-4 Sec. 4. I understand that if I am charged with Escape, a Level 6 Felony, under IC 35-44.11-3-4 Sec. 4, this charge will be in addition to the original charge of my home detention placement.

By signature, I acknowledge that I have read and understand these rules or that the rules have been read and explained to me. I understand the contents and I agree to abide by these rules/conditions. I agree to pay all fees associated with this program and follow all recommendations of the Martin County Community Corrections Staff after completing the Indiana Risk Assessment System (IRAS) Tool.

\_\_\_\_\_  
*Client Name (Printed)*

\_\_\_\_\_  
*Client Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*MCCC Staff Signature*

\_\_\_\_\_  
*Date*