

Martin County Community Corrections

Rules of Conduct

MCCC Pre-Trial Release Program

NAME: _____

CAUSE #: 51 _____ - _____ - _____ - _____

BEGIN DATE: _____

LEVEL OF SUPERVISION: _____

Please carefully read and initial **each** statement as a declaration of understanding the rules of conduct for the MCCC Pre-Trial Release Program. 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 will cooperate with, and truthfully answer, **all** reasonable inquiries of Community Corrections staff. _____
2. I agree to be charged an initial fee, a daily/weekly fee, and other additional fees as approved by the Martin County Community Corrections Advisory Board. I agree to pay such fees via cashier's check, certified check, money order, electronic payment, or exact cash. Payments will be made at a time as determined by Martin County Community Corrections. _____
3. I understand that failure to make payments as scheduled, or departure from the program with a balance due, may result in any or all of the following:
 - a. I may be terminated from the Pre-Trial Release program. _____
 - b. If convicted, the Court may enter a civil judgment against me in the criminal case for the amount of the arrearage. _____
 - c. I may be sued in civil court or subject to collection proceedings for the amount of the unpaid fees, plus costs of the proceedings and attorney fees. _____
 - d. I understand if I am terminated from the Program based on my own actions, there will be no refund by MCCC of any prepaid fees. _____
4. I agree not to possess or use any firearm, destructive device, or other dangerous weapon. _____
5. I agree to maintain a permanent place of residence and to report any change of address or phone number within 24 hours of such change. _____
6. I agree to sign a *Release of Confidential Information* for Martin County Community Corrections. Martin County Community Corrections will use any information obtained from such release only for verification and supervision purposes, and the information shall not be used directly or indirectly as evidence in the trial of any criminal charges or proceedings. _____
7. If my employment is terminated during the term of the Pre-Trial Release Program, I agree that I may only continue on the Program if I engage in an intensive job search which will require five (5) verifiable employment inquiries per day of the work week (M-F). _____
8. I agree not to commit, be arrested, summonsed, or charged with a new criminal offense while on the Pre-Trial Release Program. I agree not to violate any term of a license suspension and/or any restrictions of a license. I agree to identify myself as a Pre-Trial Release Program participant to law enforcement officers. _____

9. I understand if the Court approves my entry into the Pre-Trial Release program, I will be released from the Martin County Security Center on my own recognizance. I agree, as a condition of entering the Pre-Trial Release Program, that Martin County Community Corrections can terminate my participation in this Program **without notice or hearing** if I violate any of the conditions of the Program. If I am terminated from the Program, the Court will be notified and may revoke my release on my own recognizance and order a warrant issued for my arrest. _____
10. I agree not to leave Indiana without the prior written consent of the Court. _____
11. I agree if I leave Indiana, with or without permission of the Court, this contract is my agreement to waive (give up) my extradition rights and to allow any state in which I may be found to order my return to Indiana. _____
12. I agree to appear in Court at all times required and/or ordered by the Court. _____
13. I agree to be supervised under the following conditions (as ordered by the court) and based on IRAS-PAT Assessment as administered by Martin County Community Corrections:
- a. _____ **Level 1:** I will pay \$5/day and be contacted, at a minimum of, two (2) times per every thirty (30) days in person (face-to-face). I will be required to report daily to MCCC staff via phone call as a check-in. I will submit to random drug screens, of which I will pay for according to the approved MCCC fee schedule, as pursuant of MCCC policy and/or pursuant of Court Order.
 - b. _____ **Level 2:** I will pay \$10/day and be placed on GPS monitored Home Detention with a restricted schedule. I will be contacted, at a minimum of, two (2) times per every thirty (30) days in person (face-to-face) and two (2) times every thirty (30) days by phone (non-face-to-face) by MCCC staff. I will submit to random drug screens, of which I will pay for according to the approved MCCC fee schedule, as pursuant of MCCC policy and/or pursuant of Court Order.
 - c. _____ **Level 3:** I will pay \$15/day and be placed on GPS monitored Home Detention with a restricted schedule and movement. I will be contacted, at a minimum of, four (4) times per every thirty (30) days in person (face-to-face). I will submit to random drug screens, of which I will pay for according to the approved MCCC fee schedule, as pursuant to MCCC policy and/or pursuant of Court Order.
14. If being supervised by GPS monitoring, I understand and agree to the following conditions:
- a. I am required to charge my unit for a minimum of two (2) hours per day. _____
 - b. I must allow electronic monitoring equipment to be placed on my person or in my home. I understand that I am financially responsible for any damage to the electronic monitoring equipment. _____
 - c. Any repair or replacement invoices from the monitoring company will be presented to the Court at a Review Hearing. _____
 - d. I understand that if there are any problems with the equipment or with my cell service, I will immediately notify MCCC. _____
 - e. I understand that records and information generated by the electronic monitoring equipment, which indicate non-compliance of the conditions set forth, may be used in a Court of Law and may be admitted as evidence without the presence of monitoring company personnel. _____
 - f. If a medical emergency arises in which I must leave my residence without prior approval, I shall contact Martin County Community Corrections as soon as possible to inform the staff as to the nature and extent of the problem. I understand that failure to notify this office may result in termination from the Pre-Trial Release Program. _____
15. I shall not possess or consume alcohol or any illegal drug or controlled substance unless prescribed by a physician. Possession includes: on my person, in my residence, property, or any vehicle I may occupy. _____
16. I shall not use cough or allergy medication, mouthwashes, or any products that contain alcohol unless prescribed by my physician. _____

- 17. I shall provide a list of all medications currently prescribed by my physician. _____
- 18. Prescription medications will be monitored for compliance to assure I am taking medications as prescribed by my physician. _____
- 19. I must notify MCCC within 24 hours if I am prescribed a new prescription. _____
- 20. I may be subject to random drug testing and alcohol screening (PBT) in order to determine the absence of illegal drugs and alcohol in my system. *Any refusal or inability to produce a sample within 30 minutes may result in a presumptive positive screen.* I agree the results of the above testing may be used against me in any Court proceeding. _____
- 21. I will be held financially responsible for all drug screens according to the approved MCCC fee schedule. _____
- 22. Special Conditions (per court order):

I AM HEREBY ADVISED that the Court may order my arrest and revoke my placement in the MCCC Pre-Trial Program at any time if I violate any of these MCCC rules/conditions or any special conditions of my release as ordered by the court.

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 approved 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