

Effective 2/14/19

Martin County Community Corrections

LEVEL 1 – ELECTRONIC MONITORED HOME DETENTION RULES/CONDITIONS

Home Detention is a **PRIVILEGE**. Offenders are equivalent to jail inmates serving their sentence in a special arrangement.

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.

1. You shall obey the below stated rules and conditions, the conditions of Probation and any other orders imposed by the sentencing Court. You 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 YOUR ARREST**
or a **WARRANT FOR YOUR ARREST WILL BE GROUNDS FOR AUTOMATIC TERMINATION FROM THE PROGRAM.** _____
 - a. You shall have no contact of any kind: direct, indirect, or through a third party, with any alleged crime victim. _____
 - b. You shall report any violations of the Court’s orders in writing and within twenty-four (24) hours after the violation occurs. _____
 - c. You shall not drive without a valid driver’s license. _____
 - d. You agree to identify yourself as a Home Detention Client to any law enforcement officers that you come in contact with for any reason. _____
 - e. You understand there will be no refund (under \$100) by MCCC of any prepaid fees. _____
3. No person charged or convicted of a Felony or any Offense involving Alcohol, Marijuana or a Controlled Substance will be allowed to visit your residence (excluding relatives). A list of visitors must be approved by MCCC Staff. No more than two non-relatives may visit you in your home at one time without prior permission from MCCC. You must identify all visitors in the home when MCCC

Staff visit. It is your responsibility to ensure all occupants and visitors of your residence are aware of and comply with the Rules of Home Detention as they pertain to the household. _____

4. You are to have a valid residence within the supervision area of Martin County Community Corrections (MCCC) which includes contiguous counties. _____
 - a. You must have a working cell phone and electricity in your home at all times. _____
 - b. You may not change your residence or phone number without prior permission from MCCC. _____
 - c. You must obtain written permission from the owner of the residence where you intend to live for admission in to the program. _____
 - d. You must pay a **\$25.00** fee if moving within Martin County or a **\$125.00** transfer fee if moving to another county. _____

6. **GPS/CELL ELECTRONIC MONITORING EQUIPMENT:** You are required to charge your unit for a minimum of 2 (two) hours per day. _____

7. You must allow electronic monitoring equipment to be placed on your person or in your home. You understand that you are financially responsible for any damage to the electronic monitoring equipment.

_____ Any repair or replacement invoices from the monitoring company will be presented to the Court at a Review Hearing. _____

- a. You understand that if there are any problems with the equipment or with your cell service, you will immediately notify MCCC _____
 - b. You 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. _____
8. You shall not possess any weapons, firearms, explosive devices and/or ammunition in your residence, vehicle, or outbuildings. This applies to all residents of your household and/or visitors. _____
 9. If unemployed or terminated from your job, you 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). _____
 10. You understand that you will not work:
 - (a) more than two (2) jobs or no more than sixty (60) hours in any one week, unless approved by MCCC. _____
 - (b) more than six (6) days per week and twelve (12) hours per day, unless approved by MCCC. _____
 11. You understand that MCCC will monitor your employment hours by examining your time cards, contacting your supervisor, and conducting work site visits. You understand that you are required to provide verification of work hours upon request. Failure to do so may result in termination from this program. _____
 12. You shall authorize your employer to release all records and information requested concerning your hours of employment, attendance on the job, duties of employment, reporting and dismissal times, and other pertinent information as requested by MCCC. _____

13. You will be confined to your home at all times except as follows:
- (a) working at employment approved by MCCC or traveling to or from approved employment;
 - (b) unemployed and seeking employment approved by MCCC;
 - (c) undergoing medical, psychiatric, mental health treatment, counseling, or other treatment programs approved by MCCC;
 - (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; or
 - (f) participating in a community work release or community restitution or service program approved for the offender by MCCC _____
 - (g) if you do not have a basement in your home, you may leave the residence to seek safe shelter during high winds or tornado warnings. _____
14. You **MUST** abide by a weekly schedule **Approved by the MCCC Staff** which specifically sets the times when you may be absent from home and the location you are allowed to be during the scheduled absences. Schedule changes are NOT approved by leaving a voicemail. You must call the office immediately if you do not go to work/school or any scheduled activity. **No Stops** may be made with the exception of refueling. You will not be allowed immediate changes to your schedule except in emergency situations. Any request for an overnight stay outside of Martin County must be approved in advance by MCCC. **NO CHANGE TO ANY SCHEDULE WILL BE APPROVED AFTER 4:00 P.M.**

15. You cannot work in any establishment that serves alcohol. _____
16. You will be required to report in person to MCCC **EVERY WEEK** to pay your fees, submit activity confirmation papers, and request any changes to your schedule for the following week. Failure to provide proper verification of time away from your residence can result in a denial of further activities.

17. You shall **Not possess or Consume Alcohol, Marijuana, Suboxone, or any Illegal Drug or Controlled Substance** unless prescribed by a physician. **Possession includes:** on your person, in your residence, property, or any vehicle you may occupy. _____
- a. You shall not use cough or allergy medication, mouthwashes, or any products that contain alcohol unless prescribed by your physician. _____
 - b. You shall provide a list of all medications currently prescribed by your physician. _____
 - c. Prescription medications will be monitored for compliance to assure you are taking medications as prescribed by your physician. _____
 - d. You must notify MCCC within 24 hours if you are prescribed a new prescription. _____
 - e. You may be subject to random drug testing and alcohol screening (PBT) in order to determine the absence of illegal drugs and alcohol in your system. You will agree that the results of the above testing can be used against you in a Revocation of Home Detention hearing. _____
 - f. You will be held financially responsible for any **positive** drug screens and/or any **Saliva Test** used because you cannot urinate within 30 minutes (unless you have previously provided an excuse from your doctor that states that you cannot urinate within a half hour due to a medical condition).
 - 1) Positive Drug Screens (without a verifiable prescription) - \$25.00
 - 2) Positive Drug Screens (with a verifiable prescription) - \$20.00
 - 3) Any Drug Screen used as part of a sanction - \$20.00
 - 4) Saliva Test Screens used for clients unable to urinate -\$20.00
 - 5) Saliva Test used due to personal choice - \$20.00

18. You understand that home/work contacts from Field Officers and/or MCCC Staff are to be expected at anytime. You shall be subject to a search of your person, any vehicle owned by you or in your possession or control, any other personal property owned by you or in your possession or control, and your 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 you 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 a revocation from the Program. _____
19. You shall meet with any person acting at the request of MCCC at any reasonable place and any reasonable time. You must answer your door within **three minutes**, answer inquiries truthfully and cooperate with staff. You must secure dogs or animals that might present harm to MCCC staff. You shall sign any document required to authorize the release of any documents necessary to monitor and insure your compliance with your court order such as: assessments, diagnosis, testing, treatment, and payment for the service of substance abuse and/or medical treatments, records of employment, school attendance, payroll, and financial records. Providing false information, altering or falsifying employment records, or other documentation used to verify your whereabouts, could result in your removal from the program. _____
20. You are **required** to provide written confirmation of all activities that require you to be away from your residence. This includes copies of time cards, timesheets, or check stubs for employment. You must have the school attendance personnel verify the hours you were present at school each week. You must get written statements to confirm attendance at counseling and medical appointments, church, AA/NA/IOP meetings, other Government agencies, Probation, Attorney and Court appointments. MCCC will provide appointment/job search verification paperwork. _____
21. You agree to travel in a direct route to and from your home, or any permitted destination without making any stops or “side trips”, and to have no unauthorized passengers in your vehicle. “Side trips are defined as any deviation in the normal route of travel to and from your home.” You shall remain at work/school during any free time or breaks. _____
22. Leaving your residence or your place of employment without authorization from the Community Correction’s staff could result in your 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 Indiana Code IC 35-44-3-5 Sec. 5. (a) A person, except as provided in 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. (b) 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. (c) 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.* _____

23. While on Level 1 Electronic Monitoring you must pay _____ per day. A \$75.00 administration fee and two weeks of daily fees _____ is due the date of hook-up. You understand that failure to make payment as scheduled may result in any of the following:

- a. You may be scheduled for a review hearing in Martin Circuit Court. _____
- b. You may be terminated from the program. _____
- c. You may be sued in civil court for the amount of the arrearage plus costs of the proceedings.

24. While on the Martin County Community Corrections' Program, you will be assessed with the Indiana Risk Assessment System Tool. This tool is used to determine if you are at a High, Moderate, or Low risk to re-offend. If you score at a High or Moderate risk, you will be required to participate in programming. If that programming is administered by MCCC, you will be required to pay a fee of \$50. _____

25. In accordance with IC 35-50-6-5(a)(3)(B), should a Misdemeanant defendant be placed on a Community Correction's Program as a Direct Commitment, and he/she does NOT successfully complete, this Department has the authority to take away "good time" credit earned. _____

YOU ARE HEREBY ADVISED that the Court may order your arrest and revoke your Home Detention at any time if you have violated these MCCC rules/conditions or any conditions in your Court/Probation order.

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

DEFENDANT

DATE

Parent/Guardian

DATE

MCCC Staff

DATE