

MARTIN COUNTY COMMUNITY CORRECTION
SPECIFIC CONDITIONS OF THE PRETRIAL RELEASE PROGRAM
CONTRACT RULES AND REGULATIONS

- 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 weekly fee, and other fees as approved by the Martin County Community Corrections Advisory Board. I agree to pay by cashier's check, certified check, money order or exact cash. Payments will be made at a time as determined by Martin County Community Corrections. I understand that failure to make payments as scheduled, or departure from the program with a balance of payments in arrears may result in any or all of the following:
 - a. I may be terminated from the pretrial 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 arrearage, plus costs of the proceedings and attorney fees. _____

- 3) I agree not to possess or use any firearm, destructive device, or other dangerous weapon. _____

- 4) 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. _____

- 5) I agree to sign a release of information for Martin County Community Corrections. Martin County Community Corrections will use any information obtained from such a 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 in a proceeding on any allegation of violation of probation.

- 6) If my employment is terminated during the term of the Pretrial 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 for, summonsed for, or charged with a new criminal offense while on the Pretrial Release Program. I agree not to violate any term of a license suspension and/or any restriction of a license. I agree to identify myself as a Pretrial Release Program participant to law enforcement officers. _____

- 9) I understand that, if the Court approves my entry into the pretrial release program, I will be released from the Martin County Security Center on my own recognizance. I agree as a condition of entering the Pretrial 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, that 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 by the Court. _____

13) I agree to be supervised under the following conditions, and understand that my supervision level may change according to my compliance:

_____ Level I: I will pay \$5/day and be contacted a minimum of once every 2 weeks by MCCC

_____ Level II: I will pay \$5/day and be contacted face to face a minimum of once every month, and non face to face a minimum of once every month by MCCC; I will submit to random drug screens according to MCCC policy and/or pursuant to Court order

_____ Level III: I will pay \$5/day and be contacted face to face a minimum of twice every month, and non face to face a minimum of twice every month by MCCC; I will submit to random drug screens according to MCCC policy and/or pursuant to Court order

_____ Level IV: I will pay \$10/day and be placed on GPS monitoring. I will be contacted face to face a minimum of twice every month; I will submit to random drug screens according to MCCC policy and/or pursuant to Court order

_____ Level V: I will pay \$10/day and be placed on GPS monitored Home Detention with a restricted schedule. I will be contacted face to face a minimum of twice every month; I will submit to random drug screens according to MCCC policy and/or pursuant to Court order

14) If being supervised by GPS monitoring, I agree to the following conditions:

- a. You are required to charge your unit for a minimum of 2 (two) hours per day. _____
- b. 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. _____
- c. Any repair or replacement invoices from the monitoring company will be presented to the Court at a Review Hearing. _____
- d. You understand that if there are any problems with the equipment or with your cell service, you will immediately notify MCCC. _____
- e. 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. _____

