

CLAY COUNTY COMMUNITY CORRECTIONS

HOME DETENTION TERMS AND AGREEMENT

I, _____, enter into the following agreement with **Clay County Community Corrections** in connection with my being placed in their Home Detention component. I agree to comply with the special conditions stated in this agreement and understand that failure to comply with any of the following special conditions will constitute a violation of Home Detention and may result in a warrant/detainer being issued for my arrest.

1. **HOME DETENTION SENTENCE:** I understand that I am ordered to serve 0 days on Electronic Home Detention as a

- Direct Commitment to the Indiana Department of Correction (F5 and higher)
- Executed Sentence (F6 and lower)
- Term of Probation
- Pretrial Release

I understand that pursuant to IC 35-50-6 and IC 35-38-2.6 regarding Credit Time, I am assigned to:

- Credit Class A** – Wherein I am permitted to earn a day credit for each day that I serve (50% of sentence). As such, provided I abide by the terms of this agreement, my sentence will end on _____.
- Credit Class B** – Wherein I am permitted to earn a day credit for every 3 days that I serve (75% of sentence). As such, provided I abide by the terms of this agreement, my sentence will end on _____.
- Credit Class C** – Wherein I am permitted to earn a day credit for every 6 days that I serve (85.7% of sentence). As such, provided I abide by the terms of this agreement, my sentence will end on _____.
- Credit Class D** – Wherein I am either not permitted to earn any credit time (100% of sentence) or it has yet to be determined by the Court.
- Pre-Trial Status** - Wherein I am on electronic monitoring as a term of release or bond, and will remain on this until further Order of the Court. The Court may or may not allow credit time for pre-trial electronic monitoring.

2. **FEES:** I agree to pay all fees associated with being placed with Clay County Community Corrections including, but not limited to:

Installation Fee		\$
Daily rate	\$12.50 x	\$
Program Total		\$
Amount due upon hook-up		\$

A minimum of \$ _____ shall be paid per week until the balance has been paid in full. Payment shall be made by cashier's check or money order only. **Payments can be mailed to: Clay County Community Corrections, 120 South Alabama Street, Brazil, Indiana, 47834.** Fees shall not fall behind by more than two (2) payments. If this occurs, a violation will be filed with the court. If a violation does occur, **any positive balance in excess of \$500, and after deduction for any damages to equipment, may be refunded to offender.** Payments may be made by credit/debit card in person, by going online at www.GovPayNow.com, or by calling 1-877-392-2455.

All drug screens will be a minimum cost of \$25 each with an incentive process of decreasing by \$5 per your Level Plan unless a positive screen returns for a non-prescription and/or illegal substance and will remain at \$25 until eight (8) clean screens are achieved.

3. **DRUG SCREENS:** I understand that I will be subjected to a baseline drug screen, as well as random screens while on Community Corrections. I also understand that any screen deemed "DILUTED" by the laboratory will be treated as a positive result by the Courts. I further understand that the results of these tests will be provided to my probation officer, if

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applicable, as well as the Courts, and may be used against me in any revocation proceedings. I understand that CCCC staff is required to make sure that none of the samples are tampered with or adulterated. I further understand that I will call 866-430-2648 every day and enter ID _____ which will then let me know if I need to submit to a drug screen that day. Failure to show for a drug screen will result in a refusal and a sanction/violation may be issued.

Pursuant to I.C. 35-43-5-19 Interfering with drug or alcohol screening test:

“A person who interferes with or attempts to interfere with a drug or alcohol screening test by:

(1) using a:

(A) device; or

(B) substance;

(2) substituting a human bodily substance that is tested in a drug or alcohol screening test;

(3) adulterating a substance used in a drug or alcohol screening test;

or commits interfering with a drug or alcohol screening test, a Class B misdemeanor.”

Be advised poppy seeds, hemp products, CBD oil and some supplements have been known to impact lab results. You are responsible for ALL substances you consume; consume at your own risk. All positive urine screens will be considered an indication of use and may result in sanctions or violation.

Further, if work prohibits you from submitting a drug screen during working hours, you MUST contact the on call supervisor before noon and make arrangements for an approved after hours test. You also must be able to submit to one immediately upon arrival or you will have to report at 8:00 a.m. the next business day.

4. ***ALCOHOL & CONTROLLED SUBSTANCES:*** I understand that the use or possession of alcoholic beverages or any illegal non-prescription drug is strictly prohibited. There shall be no alcoholic beverages or illegal non-prescription drugs in my residence, personal vehicle, or any other property occupied by me. I further understand that I am not to be in an establishment whose primary purpose is the sale of alcoholic beverages. I further understand that I may be subject to a breath test wherein those results may be disclosed to the sentencing Court, law enforcement, probation, prosecutor, defense counsel and any contractor of those entities for the purpose of monitoring and adjudicating my compliance in the program.
5. ***NO CONTACT:*** I shall have no contact with anyone on probation or parole while participating in Community Corrections. I will limit my contact with other Community Corrections participants to those activities which are approved by Community Corrections. Contact includes, but is not limited to, the following: face-to-face, telephonic, written, electronic/digital (including all social media venues) or indirect via a third party. I shall immediately remove myself from the presence of anyone performing an illegal act and immediately notify Clay County Community Corrections of the incident.
6. ***LEAVING RESIDENCE:*** I understand that I am to remain in my approved inclusion zone. The only exceptions to this policy are those authorized by my Home Detention Field Officer/Case Manager or under Medical Emergency only. I further understand that I am only to go to those places which are authorized by my Home Detention Officer.
7. ***ADDITIONAL CRIMINAL OFFENSES:*** I shall not commit another criminal offense or violate any law be it city, state, or federal. If I am arrested or charged with a crime, I must notify my home detention officer within 24 hours.
8. ***FALSE INFORMATION:*** I shall not give Clay County Community Corrections staff, Probation, or law enforcement false information under any circumstances. Any deception on my part may result in immediate violation or a new charge may be filed. ***(IC 35-44.1-2-3) False Informing.***
9. ***FIREARMS/WEAPONS:*** I shall not possess on my person, in my residence, or on my property any loaded or unloaded firearm, weapon, device, taser, or electronic stun weapon, equipment, chemical substance, or other material that in the manner it is used, or could ordinarily be used, or it's intended to be used, is readily capable of causing serious bodily injury. If any of the above listed is in the on my person, residence or property it must be removed within 72 hours of being placed on Home Detention.
10. ***HOME VISITS:*** I agree to allow any Clay County Community Corrections staff, Probation officer, or law enforcement officer to enter my residence at any time without prior notice. I agree to submit to a search of my person, cell phone or residence in order to enforce the rules of Home Detention. I also understand that it is my responsibility to let all members of my household know that a home visit can be performed at any time without prior notice.

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11. **PETS:** I understand that in order for the Community Corrections Field Officer to have immediate access to my home, I cannot possess any domesticated animal in the interior of my residence which exceeds the weight limit of twenty-five pounds (25lbs.), unless approved by the Field Officer or Case Manager. I further realize that I have two (2) weeks to confine the animal outside of my residence in which it does not interfere with any entrances to my residences. I also understand that no exotic animals/pets will be allowed in the home or yard during my time on Home Detention. All service animals will be approved with proper documentation. I currently possess the following animal(s) at my residence: _____
12. **CELL PHONE:** I understand I am to keep current and update CCCC with my current cell phone number at all times. I also understand that a voicemail MUST be set up or a sanction/violation may be entered against me.
13. **OUTSIDE CAMERAS:** I may not possess any outside cameras/surveillance equipment at residence, any indoor cameras/surveillance must be approved by Home Detention Field Officer or Case Manager.
14. **EMPLOYMENT:** I shall maintain employment deemed appropriate by my Home Detention Officer, and I shall provide time cards verifying my hours of work on a weekly or bi-weekly basis. If time cards are not available, my employer must provide written proof of my daily hours. If I am self-employed, I must provide all pertinent job location information to my Home Detention Officer prior to going to this work site. I understand that I cannot work where overnight stays are required. I shall authorize my employer to release all records and information requested concerning my hours of employment, attendance on the job, duties or employment, reporting and dismissal times, and other such information as may be requested by CCCC. I shall not voluntarily quit my job without having other employment available. I also realize that any employment changes must be approved by my Home Detention Officer prior to being made. If I do not maintain employment of at least 25 hours per week or attend schooling on a full-time basis, I may be required to perform 24 hours of community service each week.
15. **SELF-EMPLOYED/CONTRACTORS:** I understand that I must be licensed, bonded and insured to be considered self-employed. I understand that I may only work between the hours of 7:00 a.m. to 6:30 p.m. (home by 7:00 p.m.) with a maximum of six days a week. I will not be allowed to work on Holidays. I may only work in the surrounding counties: Parke, Putnam, Owen, Greene, Sullivan, and Vigo. All job site locations must be texted/called to the field officer on duty before leaving for the job site. All daily work schedules including locations, estimates, appointments, etc. must be brought to CCCC daily and all job sites must be called in.
16. **MANDATORY SCHEDULING:** I understand I must report to CCCC on Thursdays between the hours of 8:00 a.m. and 7:00 p.m. for mandatory scheduling. Our office will be closed from noon to one for lunch. If I cannot report due to employment, I will consult with my Home Detention Officer for arrangements. I also understand that at that time I must have my Home Detention Schedule form completed and signed for the next seven (7) days. Once my schedule is made, I understand it is a violation to leave early, enter late, or leave any other time without prior permission. I must know my entire work schedule, including any overtime, for the next seven (7) days. If I do not inform my Home Detention Officer of overtime at least 24 hours in advance, I shall not be allowed to work it. This schedule may only be altered for medical emergencies and **NO OTHER REASON**. I understand that if I fail to contact my Home Detention Officer on the scheduled day, I will not be allowed any movement, including work, and a violation may be filed with the courts. I understand I must have my schedule on me at all times or a sanction/violation may be enforced. Any early or late shows will be seen when time is available.
17. **CHANGE OF RESIDENCE:** I understand that I must have approval from my Home Detention Officer to move from one location to another. I understand I must notify my home detention officer at least one week in advance of the move. All fees must be current and a \$50.00 fee to move must be paid in advance or relocation will not be allowed. Please note, if moving out of the county, the process may take more than one week due to transfer request to the other County.
18. **ELECTRONIC MONITORING EQUIPMENT:** I understand that the equipment being assigned to me is the sole property of Clay County Community Corrections. I also agree to maintain a charge to the bracelet at all times. I also understand that I am legally and financially responsible for this equipment during my term of home detention. I agree to take care of this equipment to the best of my ability and any problems with or damage to this equipment will be reported by me to my home detention officer immediately upon detection. I shall not, nor shall I allow anyone else, to tamper with or attempt to fix the equipment. I agree to reimburse Clay County Community Corrections for any damage to the equipment. In the event that I do not return the equipment in working order upon the completion of my sentence or upon demand, I shall be charged with felony theft and ordered to reimburse Clay County Community Corrections a sum of no less than \$1,825. In the event that I do not return the equipment in working order upon the completion of my sentence or upon demand, I shall be charged with Theft (IC 35-43-4-2), a Level 6 Felony and/or Criminal Mischief (IC 35-43-1-1), a Class A Misdemeanor.

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19. **APPOINTMENTS AND MEETINGS:** I understand that I must have prior approval to attend any appointments or meetings no matter what the nature of the business. I understand that I must show written verification of said appointments or meetings to my Home Detention Officer.
20. **JOB SEARCH:** I understand that I must have prior approval from my Home Detention Officer to seek employment. My Home Detention Officer will determine the appropriate number of hours for me to seek employment. I understand I must inform my Home Detention Officer of each location. I must also provide proof of application for each location.
21. **CHURCH ATTENDANCE:** I will only be permitted to attend one church service a week with prior approval from Home Detention Officer. Any other services must be approved and I must provide proof of attendance upon request by Home Detention Officer.
22. **OTHER REQUESTS:** I understand that any other requests, besides work, must be approved by my Home Detention Officer or a violation may be filed with the courts. I understand that if I am permitted to go to the grocery store, convenience store, drug store, or department store that receipts may be requested by my Home Detention Field Officer/Case Manager approved on scheduling day. Failure to provide receipts may result in sanctions.
23. **EMERGENCIES:** I understand that I may only alter my schedule for purposes of a medical emergency. A medical emergency is defined as a serious illness or injury in which I or a member of my immediate family must be rushed to the emergency room. I shall contact Clay County Community Corrections as soon as possible to advise them of the situation while continuing to where I am needed. I shall return home immediately following the emergency. I also agree to furnish proof of such emergency upon request.
24. **TEXTING/NON EMERGENCY REQUESTS OR CHANGES:** I understand that the ONLY communication via text/phone will be for the purposes of work, emergencies and counseling/classes related to my case management. When leaving a text or voice mail, you MUST leave your name. If a text or call is received that does not fit these purposes, a violation could occur.
25. **CASE MANAGEMENT:** I understand that I may be required to follow certain conditions which include but are not limited to treatment intervention, education, counseling, skill training, and/or paying Court costs, fines, restitutions and child support set forth by my Case Manager which are outlined in my Case Plan. I agree to cooperate and put forth a good faith effort to successfully complete this plan. I further understand that failure to do so may constitute a violation and may result in the termination of my participation in the Home Detention Program.
26. **ADMINISTRATIVE SANCTIONS:** I understand that my participation in the Electronic Home Detention Program requires that I comply with special conditions. I understand that any violation or infraction of any of these conditions as stated in this agreement may result in the application of administrative sanctions, including the loss of privileges and/or deprivation of earned credit time pursuant to IC 35-50-6, 35-38-2.6 and IC 4-22-2. The determination of administrative sanctions will be made by Community Corrections, a Conduct Adjustment Board or Judicial review and will be based upon the seriousness of the infraction.
27. **ESCAPE:** I understand that if I remove my transmitter without permission from my Home Detention Officer, I shall be charged with **Escape**, a class **Level 6 Felony**.
28. **WAIVER OF EXTRADITION:** If I leave the State of Indiana, with or without permission of either Clay County Community Corrections or the sentencing Court, I knowingly or intentionally waive my extradition rights and will voluntarily return to the State of Indiana.
29. **DISCLAIMER:** I understand if I am assigned any community service that the State of Indiana, Clay County, Clay County Community Corrections, and my assigned agency are not legally or financially liable in any way for accidents, injuries, or losses associated with that community service.
30. **IF I AM CONVICTED, I SHALL PROVIDE DNA SAMPLE IF:**
 - a. I am convicted of an offense described in IC 10-13-6-10;
 - b. I have not previously provided a DNA sample in accordance with IC 10-13-6; and
 - c. My sentence does not involve a commitment to the Department of Correction.

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I HAVE READ OR HAD READ TO ME EACH OF THE ABOVE CONDITIONS OF HOME DETENTION. I FULLY UNDERSTAND AND AGREE TO COMPLY WITH ALL RULES OF HOME DETENTION. FAILURE TO COMPLY MAY RESULT IN A VIOLATION BEING FILED WITH THE COURTS.

DATE

CLIENT'S SIGNATURE

HOME DETENTION OFFICER'S SIGNATURE

I, as parent/guardian, of the above mentioned juvenile do hereby agree to assist in the completion of the Home Detention Program and to follow all of said conditions stated in the Home Detention Terms and Agreement.

DOB: _____

SSN: _____

PARENT/GUARDIAN SIGNATURE

Homeowner/Lessee Acknowledgement

I, _____, hereby acknowledge I have read and agree to the above terms
(Homeowner/Lessee)

as they pertain to the above-named client while on Electronic Home Detention. I further acknowledge that I have read and understand the Fourth Amendment Waiver the above-named client has signed as well.

HOMEOWNER/LESSEE SIGNATURE

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