

**HOWARD COUNTY COMMUNITY CORRECTIONS
HOME DETENTION DIVISION**

120 East Mulberry Street Suite 108
Kokomo, Indiana 46901
Tx: Call in number 765-454-5495

Term: _____

Begin Date: _____

End Date: _____

**SPECIFIC CONDITIONS OF HOME
DETENTION**

- _____ 1. I, _____, have been selected to participate in the Home Detention Program. I realize that this housing assignment is a privilege granted to me by authorities at Howard County Community Corrections. I agree to all the conditions set forth in this contract and will remain in compliance with these provisions during my sentence in Home Detention.

- _____ 2. I agree to maintain an **operating telephone**, so the staff may make contact with me at any time. This can be either a landline telephone or a cell phone, (you must maintain the service as long as you are on the program). I have been advised that the range of motion is limited to **Inside my Residence**, and to step outside this range will result in a violation and a possible revocation from this program. If I keep my fees current, have no violations, warnings and obey all rules of the program, I understand I can be allowed to go **Outside my Residence to include Out Buildings, Garages, and anywhere on my property within a 100 foot radius of my residence**. If I fail to maintain my fees, get warnings or violations or fail to abide by the rules I can lose this privilege at any time.

- _____ 3. I acknowledge that the leg bracelet is to be worn 24 hours per day and that I must not tamper or remove it. I also understand that the leg bracelet has to be charged twice a day for a minimum of 45 minutes each time. I agree to not tamper, disconnect, or rearrange the field monitoring device installed in my home.

- _____4. I agree to be held criminally and civilly liable for any damage to the monitoring equipment placed on me or in my home that exceeds normal wear and tear. As of today your last day of Home Detention is _____ @ 11:59pm, unless this date is extended due to Court order, incarceration, or a violation. **Further, I understand that it is my responsibility to return the Monitor unit and leg bracelet to Community Corrections within 24 hours of the completion or termination of my Home Detention sentence.** Failure to return the equipment within the stated time frame will result in charges being filed against me. If found guilty of failure to return the equipment within the stated period of time and in proper working condition, I will be responsible for the replacement cost.
- _____5. I agree to pay an initial fee of \$100.00, which is non-refundable, the last two weeks of your weekly fees and \$_____per day. I will receive a receipt from Howard County Community Corrections each time a payment is made. **Home Detention fees must be paid every week. Failure to keep fees paid every week could cause loss of Errand Times, Loss of Outside Privileges, Community Service or a violation to be filed with the Prosecutor's Office, and the Court.** If my fees are being paid in cash, at the Community Corrections Office, it is my responsibility to have the correct change. Fees for participating on the Howard County Community Corrections Home Detention Program are calculated to one hour's wage per day with a minimum of \$10.00. Your current hourly wage is \$_____, so this is your daily fee. If this hourly wage increases during your Home Detention sentence, then your daily fee will increase accordingly.
- _____6. I agree to limit my movement away from my house to involve only traveling to and from work. All other deviations must be pre-approved by the Community Corrections staff. If I am found to be away from my residence without prior permission from a Staff Member, I may be accused of escape. **In case of a medical emergency, I agree to contact the Home Detention Staff as quickly as possible and show proof that it was in fact a medical emergency.** Further, I understand that any attempt on my behalf to falsify information which will result or has in fact resulted in a deviation from my schedule, will result in a violation being filed with the Prosecutor's office. (Example: falsifying information for a pass or falsified information on a job search log.)
- _____7. I agree to stay actively employed (or on disability) or actively looking for employment while on the program. If I fail to maintain a job or refuse to get a job search pass and look for a job and my fees get behind I realize that I can be sanctioned by the following means: One (1) week behind on fees, loss of Errand Time and Community Service. \$500.00 behind, automatic violation sent to the court. Out of County Courts, No exceptions automatic termination.
- _____8. I understand that while on Home Detention I will have 3 hours per week for Errand Time to go to the store, movies, out to eat, pay bills, go to the bank etc. If I continue on the program and receive no warnings, violations, keep my fees paid current and obey all rules, at the discretion of the Staff, my errand time may be extended up to a maximum of 6 hours per week. I also understand that failure to keep fees paid current could cause me to lose this privilege.

- _____9. I will respond to a knock at my door by the Home Detention Staff within (3) minutes of the initial knock. It is my responsibility to be sure that I am able to hear the Field Officer when he comes to my residence. I will allow members of the Home Detention staff, with proper identification, to enter my residence at any time. I understand that no member of our staff will enter my residence without someone being home at the time of entry.
- _____10. I understand that my employment as well as my work schedule must be approved by the Community Corrections Staff, Field Officer or Case Manager, and they have the authority to approve or reject my employment and/or work schedule at their discretion. I understand and agree to provide the specific hours and the job locations that I will be working, and that I must notify my Field Officer or Case Manager of these items before 3:00 P.M., on every Friday. Also, I understand that **under no circumstance am I allowed to leave my residence for any employment that has not met the above conditions.**
- _____11. If my job status changes, I will notify the Home Detention staff within 24 hours of that change. I agree to show proof of my employment each week to the Home Detention Officer by providing that officer with a copy of my most recent paycheck (or a paycheck stub) or timecard.
- _____12. I agree to maintain my residency in Howard County. Any change in my residence or phone number, must be **pre-approved** by the Home Detention Staff. You must give at least 72 hours notice before being able to move to a new residence so it can be thoroughly checked out to ensure you will be living in a residence that will contribute to your successful completion of this program. All people living in or visiting your residence can be checked by IHD Staff for safety reasons. I understand that there will be a \$25.00 relocation fee that must be paid upfront before I move into my new residence. This fee will not apply for the first move, but will apply for any move after that.
- _____13. I agree not to violate any county, federal, state, or municipal laws. I agree not to operate a motor vehicle if my driving privileges are expired, denied, suspended or revoked. I agree not to possess any firearms, ammunition or any parts of a firearm. If any of these items are at my home, I will arrange for their storage at a location separate from my home or place of business.
- _____14. I agree that I will not consume alcohol or possess or consume any controlled substances (any illegal drugs), or intoxicating substances, IE: Spice, K2, Bath Salts. I also understand that I will only take prescribed medication as directed, and to take more than prescribed is a violation. I also understand that certain brands of mouthwash and cough medications contain alcohol. I understand that I use such items at my own risk, as the item may cause the Alco-Sensor test to show that alcohol has been consumed.
- _____15. I agree to submit to random and routine alcohol and drug screens. I agree to allow them to be conducted at any time. I agree to respond to a certain location on a certain date and time to have this test performed if I am so requested by the Home Detention staff. I realize that this request may come at short notice and I agree to pay the cost incurred for any analysis of any drug or alcohol screen. Further, I understand that any attempt on my behalf to alter or dilute my urine sample, will result in a violation being filed against me.

- _____ 16. I agree to make it known to my employer that I am currently on Home Detention with Howard County Community Corrections. Further, it is possible an Officer may visit me at any time while I work and I may be asked to leave to speak with an Officer or to subject myself to a random drug or alcohol screen.
- _____ 17. I release the County of Howard, and Howard County Community Corrections and all employees of Howard County Community Corrections from any illnesses or injuries suffered during my Home Detention sentence.
- _____ 18. I agree to confine all animals at my residence, both inside and outside, in order to allow free access by the Home Detention Staff.
- _____ 19. I agree to waive my fourth amendment rights to search and seizure in order for the Home Detention Staff or Police Agency to search my residence, car, out building and any other structure on the property for weapons or illegal drugs, precursors or paraphernalia, and to allow for GPS monitoring and tracking of my whereabouts while on the Home Detention Program.
- _____ 20. I understand that at no time am I allowed to have more than two (2) visitors at my residence that are not family. Further, **I agree that I will not have any contact with any other individual who is on Home Detention, Probation, or who has been convicted of a felony, unless approved by Home Detention Staff.**
- _____ 21. I understand that I will not be issued any passes unless I give at least 24 hours advance notice. **ALL REQUESTS FOR PASSES MUST BE MADE NO LATER THAN 3:00 P.M., MONDAY THROUGH FRIDAY, ON REGULARY SCHEDULED BUSINESS DAYS.** The only exception shall be for medical emergencies, such as an emergency room visit or an unscheduled doctor's office visit. Proof of the visit, indicating time of arrival and time of leave will be required.
- _____ 22. If I am required to work over-time, I **must** notify a member of the Home Detention staff between the hours listed above, or obtain a written pass from a Field Officer. **TELEPHONING THE ANSWERING MACHINE AND LEAVING A MESSAGE DOES NOT CONSTITUTE PERMISSION TO LEAVE.**
- _____ 23. If my work involves a schedule that varies from week to week, I **must contact my Field Officer or Case Manager and provide them with my work schedule no later than 3:00 P.M. on Friday. (I will not leave my schedule on the answering machine).** I will not be allowed to leave my home for any reason, including work, unless I have received **written or verbal permission**, from my Field Officer or a member of the Home Detention staff.
- _____ 24. I understand that I may be required to attend assessments, workshops, classes, etc. conducted and/or arranged by Howard County Community Corrections and I am required to meet with my case manager weekly or as agreed by my case manager.

- _____25. While on Home Detention I may be given a Reward or Sanction. A reward is given to a client who has not received any warnings, violations, has successfully completed classes, meetings, and tried to better their lives through education, while maintaining their fees in a current status. A Sanction is given to a client who has repeatedly failed PBT tests, has received warnings for the same problem, does not have their fees current and refuses to go to meetings and classes as ordered by Community Corrections or the Court.
- _____26. Problems or concerns regarding Community Corrections Personnel, or the operation of the Home Detention Program, should be brought to the attentions of, **The Director of Community Corrections**. For the purpose of documentation, you may be required to submit any complaint or concern in written form.
- _____27. I understand all of the above conditions and agree to comply with each provision. I understand that if I am found to be in violation of any of the aforementioned conditions, I may be subject to sanctions which may include loss of errand time, forfeiture of good time credit or possible jail.
- _____28. I understand that any employment, meeting, Church service, job search or any pass that is for me to leave the county, has to be approved by the Assistant Director or Director of Home Detention.

I, the undersigned, have read, and/or have had explained to me all the above stated conditions of the Howard County Community corrections Home Detention Program and, by my signature, do acknowledge the understanding of and agree to all the conditions of the Home Detention program in addition to any other rules as set forth by the sentencing court. I acknowledge the out date on this contract is my sentence and I agree to this date and agree to pay all monitoring cost incurred for this time. I also have been told that no refund will be made if this out date is incorrect. I further acknowledge that I have received a copy of these conditions.

Home Detention Participant

date

Home Detention Staff

date

STATE OF INDIANA
COUNTY OF HOWARD

Sworn to before me, a Notary Public, in and for said County

This _____ day of _____, 20

Signature

Printed or typed name of Notary Public

My commission expires: _____