

WEST CENTRAL REGIONAL COMMUNITY CORRECTIONS
101 NORTH MAIN STREET
VEEDERSBURG, IN 47987
(765) 294-3100

HOME DETENTION RULES AND AGREEMENT

I, _____, enter the following agreement with WEST CENTRAL REGIONAL COMMUNITY CORRECTIONS in connection with my being placed into their Home Detention component. I understand that failure to comply with any of the following conditions may result in the imposition of the sentence in my case.

1. HOME DETENTION SENTENCE: I understand that the actual time period of my Home Detention will begin on _____ and end _____ midnight, a total of _____ days.

I also understand that if I am a Condition of Bond sentence that my fees are currently estimated and release date is subject to change.

2. FEES: I agree to pay all fees associated with my being placed with Community Corrections to include:

Installation Fee _____

Daily rate _____ X _____ Days = _____

Program total _____ (Total does NOT include drug screens)

Amount of total to be paid at hook-up _____

A weekly payment of _____ (or more) will be made until program total is paid in full.

I understand that if I owe past home detention fees, these fees must be paid before any payments will be applied to the above fees. I understand that all fees, **must** be kept current or a violation may be filed. Fees can only be paid by one of the following ways: Cashier's Check, Money Order, or Credit Card/Debit Card. Failure to pay will result in notice filed with the sentencing court and submission of debt to the credit bureau/ collection agency.

NO CASH OR CHECKS ACCEPTED.

3. ALCOHOL CONTROLLED SUBSTANCE: Absolutely no possession or consumption during Home Detention will be tolerated. No alcohol or controlled substances will be permitted in the client's residence, personal vehicle or any other property occupied by the client. I agree not to use any alcohol or controlled substances including any synthetic cannabinoids or "designer drugs" while on Home Detention and realize I be subject to breath, I will be subject to breath, blood or urinalysis testing to determine usage of any kind.

I understand that use or possession of any alcoholic beverage or anything with alcohol in it, including but not limited to mouthwash, cough syrup, or the use of any drug not prescribed for me by my physician is strictly prohibited.

Failure to provide WCRCC with a urine sample within two hours after the request will be considered a refusal.

OTHER DRUGS: Use or possession of any kind is forbidden. The only exception will be those prescribed by a licensed physician. All prescribed medicine will be reported to WCRCC along with a copy of the prescription, physicians name, contact information and dosage information. All medication prescribed must be used in the prescribed dosage.

4. HOUSE CHECKS: I agree to let my WCRCC staff, Probation Officer, or law enforcement officer enter my residence at any time without prior notice. I agree to submit to a search of my person or residence in order to enforce the rules of Home Detention. Failure to consent to such is grounds for violation of this program.

I understand that I must make all persons who live in my residence aware that they and their property are subject to search also. I understand that any items found in said search may be confiscated and used

administratively or in a court against me.

I understand I am to answer the door when WCRCC staff visits my home.

5. **LEAVING RESIDENCE:** I agree to remain in my residence at all times with the only exception being my travel to and from my place of employment or as authorized by WCRCC staff. **My boundaries while on Home Detention will be from the front door of my residence to the back door.**

I realize that when I have been authorized by WCRCC staff to leave my residence for any period of time that I am not to leave early or return late. I understand that I must be at the places stated on my schedule at the proper times.

6. **APPOINTMENTS AND MEETINGS:** I understand that I must have prior approval before attending any appointments or meetings no matter what the nature of business. i.e. Dr. appointments, legal appointments. Should a medical appointment require the removal of the monitoring equipment from your person, WCRCC must be notified by the physician's office prior to removal.

7. **TELEPHONE/ELECTRICITY:** I agree to maintain electrical service the entirety of my Home Detention sentence. I understand that it is mandatory for me to have a telephone upon entering Home Detention. I agree to maintain service during the entire time I am on Home Detention. If for any reason my telephone service is disconnected during my Home Detention period, I understand that I will be in violation of this agreement. I also understand I must have one landline phone. All custom phone options such as call forwarding, call waiting, answering machines/service and caller ID are prohibited. I understand that I can not have a satellite dish or computer connected in any way to the phone number being used for my monitoring equipment. I understand that if I have more than one phone line, the monitoring equipment must be attached to a phone. I understand that I must answer my phone when ringing to assure WCRCC can reach me and at no time can I leave the phone off the hook or I will be in violation of this agreement. No cordless phones allowed.

8. **OTHER PEOPLE:** I shall not associate with any person who is engaged in illegal activity, is of harmful character, on probation, parole, or released from jail on bond.

9. **ADDITIONAL CRIMINAL OFFENSES:** I shall not commit another criminal offense, violate any law; city, state or federal. I am to report to WCRCC any and all contact with law enforcement within 24 hours. If I am arrested or charged with a crime, I must notify WCRCC within 24 hours.

10. **EMPLOYMENT:** I understand that while on Home Detention I will be allowed to work only one job. I will not be allowed to work more than 12 hours per day six days per week. I understand that I must inform my employer that I am on Home Detention and inform them of all the limitations placed on me. I shall work faithfully at employment deemed suitable by WCRCC staff and support myself and dependents. **I will advise WCRCC of any changes in my employment immediately.**

If my job requires me to pick-up or deliver items I will notify WCRCC in advance. If I am sent home early I am to immediately return home in a direct route and advise WCRCC that I am home early. I understand that any deception on my part, my supervisor, co-workers or any other person submitting information about me can constitute a violation.

Self-employed/contractors: I understand that I will only be allowed to work a maximum of twelve hours per day six days per week. I must notify WCRCC of all job locations. All job site locations must be reported to the office before leaving for the job site, (see above regarding leaving work site location).

NO EXCEPTIONS

11. **WEEKLY SCHEDULES:** I shall call in my weekly schedule on Friday or Saturday without fail. **All schedules must be in by NOON on Saturday.** Not doing so will be reason for WCRCC to take disciplinary action. **PLAN IN ADVANCE.** I understand it is not WCRCC's responsibility to keep me organized, so I will keep a written copy for myself of the schedule I have turned in, and realize I am to report any and all activity for the week because there will be no changes made to said schedule.

12. FALSE INFORMATION: I will not give WCRCC staff, Probation Officers or law enforcement officers false information under any circumstances. Any deception on my part will constitute an immediate violation and I will be held accountable.
13. FIREARMS: I understand that I shall not possess on my person, car, residence or property any firearms or dangerous weapons.
14. CHANGING OF RESIDENCE: Once on Home Detention, I must first have approval to move from one location to another. I understand that I must notify WCRCC staff at least one week in advance of the move. There will be a fee of \$50.00 to move equipment to new residence to be paid in advance. WCRCC holds full authority to deny or limit my changing of residence.
15. ELECTRONIC MONITOR: I understand the WCRCC staff are the only personnel allowed to move/handle my home base monitoring unit. I understand that I will be held legally and financially responsible for any and all damage to said equipment. I understand that I must pay for any damage through negligence or carelessness.
16. JOB APPLICATIONS: I understand that I must have prior permission to job search and I must inform WCRCC staff as to where I will be going and to show proof. I understand that with prior approval I will be allowed to job search on Wednesdays from 8 a.m. until 12 p.m. I understand that WCRCC has the authority to limit or deny this time if deemed necessary. I understand that I will be provided a WCRCC job search form to be completed to show proof of the employers I have visited. Any false information I provide regarding employment search time, or failure to have the job search form completed will result in loss of job search privileges.
17. CHURCH ATTENDANCE: Will only be permitted, on Sunday mornings, with prior approval and such attendance proven upon request. WCRCC reserves the right to limit the distance one may travel to worship. If church is on your schedule, failure to attend without contacting WCRCC prior will result in loss of this privilege. Any False information regarding church activity will result in loss of church privilege and additional charges.
18. MANDATORY OFFICE VISIT: I agree to report to any location as directed by WCRCC staff whether be verbally or in writing.
19. PETS: All pets must be confined so WCRCC staff, Probation Officers or law enforcement officers may approach clients and their residence without fear of being attacked. I agree to this condition and understand that I am fully responsible legally, and financially should an attack occur.
20. EMERGENCIES: Such as serious illness, injury or death of an immediate family member, I understand that I must handle the situation in the following manner; **PRIOR TO LEAVING**, I will call the WCRCC office and advise them of the situation. **After I have received permission** I will continue to where I am needed.
21. PERSONAL TIME: I understand that as long as I follow the rules of Home Detention I **MAY** be granted personal time as phases permit, provided I do not abuse it. WCRCC reserves the right to deny personal time. (PERSONAL TIME IS A PRIVILEGE, NOT A CONSTITUTIONAL RIGHT!) Individuals enrolled on home detention as a pre-trial do not receive personal time. I understand that WCRCC has full authority to change my assigned phase at any time. **All fees must be current on Saturdays' at noon in order to receive personal time.**
22. OTHER REQUESTS: I understand that there are some requests that WCRCC cannot and will not approve. These include, but are not limited to the following:
 - a. Grocery shopping if I am not the only adult in the house.

- b. Permission to do my laundry if I am not the only adult in the house.
- c. Christmas shopping, family dinners during the holidays, birthday shopping/parties, going to restaurants, shopping at retail stores, etc.
- d. Taking walks, jogging, going to health centers, gym, etc.
- e. Recreational activities such as softball or bowling leagues.
- f. Weddings.
- g. Funerals unless a direct relative (parent, grandparent, sibling, spouse). Prior WCRCC approval required
- h. Quit my employment without just cause.
- i. Waive payment of program fees.
- j. Quit counseling, treatment, school.
- k. To obtain permission to do anything that contradicts a Court order.
- l. Mowing lawn, or getting hair cuts.
- m. Transporting ones children to and from any/all activities.

23. Clients are **not** to call field agents or any staff at their homes for any reason. Doing so will be a violation. Clients are not to contact or attempt to contact any WCRCC staff member via any electronic messaging system i.e. text, email, facebook etc..
24. STAFF RESPECT: Any verbal or physical abuse to WCRCC staff will be grounds for program violation.
25. I agree to abide by any requests, regulations, recommendations and/or attend any counseling, services and/or programming established by or referred to by WCRCC. I understand that as part of my placement with this program I may be required to attend programs/services that may include but are not limited to: Jail to jobs, GED classes, and community service hours. This includes participation in any assessment(s) required by WCRCC.
26. ESCAPE: I understand if I leave home or I am somewhere that I am not scheduled at that time to be without WCRCC staff approval I can be charged with the crime of escape. Unauthorized removal of equipment from my person or my home will constitute escape. I understand that as per just being outside of my residence i.e. porch, garage is a misdemeanor offense.
27. I fully understand the aforementioned rules/regulations. I agree to abide by this contract conditions and the terms of my Home Detention as ordered by the Court. I understand if I violate any of the above conditions, I will be subject to termination from the program.

Participants shall protect, hold harmless, and indemnify, the provider from and against any and all liability, including, without limitations, counsel fees and expenses, penalties, and interest arising out of this agreement, or in connection with the use of this service, resulting in damage to property or injury or death of any person. The indemnification arising under this agreement shall remain in full force and effect notwithstanding the full payment of all obligations under this agreement or the termination of the agreement for any reason.

In no event will the provider be liable for any direct, indirect, special, consequential, negligent or incidental damages in connection with or arising out of the use by any participant of the services or the system provided under this agreement. In no event does the provider assume any responsibility for acts that may be committed by or consequences that may occur to persons subject to or using this service.

I have been advised and understand that if I violate any one or more of these rules, circumstances will justify a revocation of my probation, or suspended sentence and justify my termination from the program and the suspended portion of my sentence being executed. Further, escape charges may be filed against me in accordance to I.C.35-44-3-5.

28. DNA TESTING: I understand that Indiana Code 10-13-6 requires every person, convicted of a felony offense after July 1, 2005, to submit a DNA Sample, and I agree to submit a sample if I meet this criteria.

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 THE RULES OF HOME DETENTION.

DATE: _____

SIGNED: _____
(CLIENT)

WITNESS: _____
(STAFF)