

CASS/PULASKI COMMUNITY CORRECTIONS

STATE OF INDIANA

CAUSE NUMBER: _____

V.

As a result of your conviction under the above cause, you have been sentenced to a term of Home Detention with Cass/Pulaski Community Corrections. You will obey the following conditions during your term on Home Detention:

CONDITIONS OF HOME DETENTION

1. You will report to the Cass/Pulaski Community Corrections office at any time the Community Corrections Department directs you to appear.
2. You will have a residence and agree to remain at your residence at all times except for destinations approved by your Community Corrections Case Manager. You are not allowed off your property at any time unless you receive permission from your Case Manager.
3. In order to leave your residence for any reason, you must first receive approval from your Community Corrections Case Manager. The procedure for authorized leave will require you to speak to your Case Manager for permission twenty-four (24) hours before the requested date. Once your Case Manager has granted permission, you must still obtain the proper verification by having a qualified representative sign your Appointment Verification form. The only exception to this advance notice will be if an unforeseen medical emergency requires you or a member of your household /family to go to the emergency room or doctor's office. You will go to the doctor's office/hospital immediately if this incident occurs.

If our offices are closed, you must call the Community Corrections Work Release Center at 574-732-2550 and report the event. You will text your Community Corrections Case Manager every two (2) to three (3) hours and provide updates on the situation. Upon the conclusion of the incident, you will contact the Work Release Center to advise them that you have returned to your residence and call your Case Manager on the first available business day to advise him/her of the event.

4. If necessary, the Department will grant you time to conduct your errands. Upon approval by staff, you will be allowed time to purchase groceries, do your laundry, and/or do yard work.
5. You will furnish the Community Corrections staff with proof of attendance at locations other than your regular employment. You will verify your activity by taking a Community Corrections appointment verification form with you and having it filled out and signed by a qualified representative or having a time-dated receipt to verify your whereabouts. You will travel directly to and from the location requested for your pass. (See rule #9)
6. You must provide Community Corrections with a daily written log of ALL activities outside your residence. This log is to be texted to Community Corrections and your Case Manager via group as it occurs any time that you are away from your residence and as you change locations.
7. Before starting the program, you will pay Community Corrections an initial Home Detention user fee of three hundred (\$300.00). You will pay an assigned daily user fee while on this program.

- (a) Payments are to be made weekly and kept current. Failure to make weekly payments and keep all fees current may result in Administrative write-ups or warnings that can result in the loss of Positive Reinforcement Time or Good Time Credit.
- (b) Cash payments will be accepted only at the Stellar Machine at the West entrance of the Cass/Pulaski Community Corrections building. If you plan to bring payments to the office, you must schedule an appointment with staff. When using the Stellar Machine, you will insert cash into a machine. The system will charge you two dollars (\$3.00) per transaction and will not give you a change.

For payments made with a charge or debit card, the machine will only allow you to pay one hundred dollars per transaction, and you will be charged ten dollars (\$10.00) for every transaction. Family members may pay the Stellar Machine for their fees without an appointment. If they have any questions regarding their fees, they should direct them to their Case Manager.

Please get in touch with your Case Manager two (2) weeks before your completion date to confirm the amount due for your final payment.

- (c) If your fees become more than thirty (30) days delinquent, your Home Detention Case Manager will conduct an administrative event. If the Department determines that you had the means to pay the fees as directed and failed to do so, you may lose good time credit earned. As a sanction for failing to pay the fees above, you may remain on Home Detention until your balance is paid up to date. If you are sanctioned to remain on Home Detention past your earliest possible release date, you will be charged additional user fees.
- (d) If you are released from the program owing user fees, the Department will file a “Request for Judgment” with the sentencing court. You understand that records and information generated by the department, which indicates noncompliance with the conditions set forth, may be used in a court of law. You agree to allow the same to be admitted as evidence without the presence of department personnel.

8. Unless otherwise approved by Community Corrections staff, no person who has been convicted of a felony, a co-defendant, or who is currently on probation or parole will be allowed to visit your residence during your term of Home Detention. The Community Corrections staff may at any time prohibit anyone from visiting your residence or place of work. If a person prohibited from visiting you is found doing so at any time, a notice of violation will be filed with the court.

9. As requested by your Case Manager, you agree to report by text message before leaving your residence and upon returning to your residence for/from all pre-approved leaves. You will text that you are leaving/returning to or from home, the travel destination, and any stops made during your time away from your residence. (see Rule #5).

10. You will respond to the Community Corrections officer’s knock at your door within a reasonable length of time. It is your responsibility to be able to hear the officer when he/she comes to your residence.

11. You and everyone at your residence will fully cooperate with the Community Corrections staff, law enforcement officers, and/or probation officers. False information, under any circumstances, or deception on your part will constitute an immediate violation. You will, upon request, submit to a polygraph test. You will respond to all questions truthfully. Any indication of deceit will be considered a violation.

12. You agree to let any Community Corrections staff, probation officer, or law enforcement officer enter your residence at any time without prior notice. You hereby waive your 4th Amendment Rights and

consent to warrantless searches without suspicion and without cause. You agree to submit to a search of your person, residence, motor vehicle or any location where personal property may be found.

As a condition precedent to your presence at the residence, all persons at the residence will also agree to submit to a search of their person, motor vehicle, and/or any location where personal property may be found. If any person refuses to allow a search as requested, you will be immediately removed from and banned from that residence and are to be incarcerated in the Cass or Pulaski County Jail until another compliant residence is secured. In addition, the failure of anyone in your residence to allow as set out above may constitute a violation of your community corrections.

13. You understand that all pets must be confined so staff members may approach clients and their residence without fear of attack. You agree to this condition and will take full responsibility should an attack occur.

14. You agree to provide a well-lit path from your driveway to your house so staff members may approach clients and their residence without fear of injury. You will maintain such a path so that it is clear of ice, snow, toys, debris, etc. You will agree with this condition and take full responsibility should an accident occur.

15. You must keep a clean house. If Community Corrections determines that your residence is a hazard to yourself, your family, or the employees of Community Corrections, a violation will be filed against you.

EMPLOYMENT

16. Unless otherwise approved by your Community Corrections Case Manager, you must maintain full-time employment while on the program, and you must not be terminated from that full-time job for any reason regarding your attendance, work performance, etc. If you do not have a full-time job, you must actively seek employment while in the program. You may not quit or change jobs without the approval of your Community Corrections Case Manager. If you are seeking employment, please contact your Community Corrections Case Manager to learn the proper procedure for doing so.

17. If you are not employed, you may be required to perform up to twenty-four (24) hours of community service per week. This sanction does not relieve your responsibility to pay program user fees.

18. You understand that you are responsible for informing your Community Corrections Case Manager of any employment change, ex, employer, work location, days or hours worked, or work telephone number. If you work construction or your daily location changes, you will keep your Community Corrections Case Manager aware of your exact address/location as said changes should occur. If you are scheduled to work and become sick, have an excused day off, or are excused from work early, you must call/text your Case Manager to inform him/her of the schedule change.

19. You will have an Employment Verification form completed and signed by your employer. On this form will be the hours you are required to work, the days you will be working, and if any overtime exists. Your employer shall keep a copy of this form for their records. No one is allowed to work more than sixty (60) hours per week without the approval of the Community Corrections Case Manager.

20. You understand that your Community Corrections Case Manager will set your work schedule if you are self-employed. You understand that the days, times, and locations you request to work may be restricted or denied.

21. You must provide your Community Corrections Case Manager with a printout of your timecard and check stub, which must be turned in weekly. Time cards must show your Place of Employment, dates worked, and your supervisor's signature.

TREATMENT/ALCOHOL-DRUGS/FIREARMS

22. One of the primary purposes for your placement into the Home Detention program is cognitive behavioral and substance abuse treatment. Upon entry into the program, you will participate in a risk/needs assessment (IRAS). You will be assigned a treatment/case plan based on this assessment. You will agree to abide by your treatment plan and follow through with all treatment recommendations. To ensure you will abide by your treatment plan, you will review, approve, and sign a treatment contract. Violation of this contract will be a violation of Home Detention.

23. You agree not to possess, have in your control, or consume alcoholic beverages, C.B.D. products, or illegal substances or use substances for the primary purpose of intoxication, i.e., over-the-counter medication, synthetic marijuana, gasoline, or bath salt. You will not be allowed to be with, be in the presence of, or associate with any person who is possessing, using, supplying, or dealing with illegal drugs or alcohol. No Nyquil, mouthwash, cough syrup, C.B.D. products, or medicine containing alcohol will be allowed unless prescribed by a physician.

You further agree that any results used to test for alcohol consumption or illegal drugs will be admissible in a court of law. This includes results from portable alcohol breath test equipment.

24. You agree to submit to random urine testing for alcoholic beverages or illegal drugs at the request of the Community Corrections staff. You agree that you will pay the cost of such test and test negative for the presence of alcohol/illegal drugs. Policy states that you will be required to submit to a base test to confirm or deny the presence of any drugs in your body (system) at this time. Furthermore, when submitting to urine testing, you will be allowed one (1) hour to produce an adequate sample. If you cannot produce an adequate sample within one (1) hour, it will be considered a refusal and a violation. You will not have any items or substances intended to alter or dilute urine screens in your possession. It will constitute a violation if the urine sample test is found to be diluted or altered in any way.

If other agencies, such as counseling or employment, require you to submit to drug screens, it is your responsibility to provide C.P.C.C. with the results of said screen.

25. You will not possess or have in your residence or control any firearms, ammunition, or other weapons, including handguns, rifles, shotguns, bows, arrows, knives, BB guns, etc.

26. You will list all prescription medication to your Case Manager. You will log the use of each dose of medication as directed by your case manager. The Department may determine where Narcotic prescription medications are obtained. You will use all prescription medications as prescribed by your physician. All Narcotic medications should be examined and counted by your Case Manager at the required office appointments. If it is determined that you are not following the prescription as directed by your physician, then a violation will be filed with the court.

27. You will have a Cass/Pulaski Community Corrections Medical Acknowledgement Form signed when you attend any medical appointment or have any medical treatment that may result in being prescribed medications. The Medical Professional that treats you will sign, copy, and place said form in your medical file. You will submit a clear, readable picture of the signed copy to your Case Manager within 1 hour of any medical treatment.

EQUIPMENT

28. You understand that you are responsible for any damage to the monitoring equipment. You also understand that tampering with the equipment will constitute an automatic violation of the program. You are responsible for returning all equipment within one (1) week of termination, or you may be charged with Theft and/or Criminal Mischief, and you will be billed for any missing or damaged equipment.

29. You agree that because GPS equipment is used for your monitoring, you are responsible for keeping your GPS unit and cellular telephone charged and always in service. You also agree that your cellular phone's voice mailbox feature is set up so that, if necessary, the Case Manager can leave messages, and you will respond promptly. Cell phones that require Wi-Fi service will not be acceptable for this monitoring.

30. You may not change your telephone number or telephone service without the prior approval of the Community Corrections Department.

31. You understand that you must respond to any telephone calls from the Community Corrections staff within ten (10) rings and correctly identify yourself and that you will respond to all text messages as soon as possible.

32. You understand that if there are any problems with this equipment or your telephone service, you must immediately notify your Case Manager or the Work Release department at 574-732-2550 (local) or 1-866-303-8038 (long distance). If the line is busy, you must continue calling that number until you can contact Community Corrections staff.

33. You understand that records and information generated by the electronic monitoring equipment, which indicates noncompliance with the conditions set forth, may be used in a court of law, and you agree to allow the same to be admitted as evidence without the presence of the equipment operators.

LAWS

34. You will abide by all Federal, State, and local laws during your term on Home Detention. You will not commit or be arrested for any criminal offense.

35. You understand that being in an unauthorized location, leaving your residence or place of employment without authorization, knowingly and intentionally violating a Home Detention order, and/or removing the electronic monitoring device could result in you being charged with the crime of escape, a level 6 felony (I.C. 33-44-3-5). Said act is also an immediate violation of Home Detention.

36. You agree not to leave Cass/Pulaski County without the permission of your Case Manager. You hereby waive extradition from any other state of jurisdiction and agree to return to Cass/Pulaski County at the discretion of the Sheriff of Cass or Pulaski County.

37. You understand that if you are placed on a waiting list for Home Detention, you must contact our office at 574-732-2515 (local) or 1-866-303-3038 (long distance) and speak with Case Manager Deni Ross.

This act aims to inquire about a hook-up date and report any issues of concern. If you fail to contact our office as required, a violation of Home Detention will be filed with the court. Furthermore, suppose you are placed on a waiting list for Home Detention. In that case, if you commit or are arrested for any criminal offense or use alcohol or illegal substances, a violation of Home Detention will also be filed with the court.

38. If you have been ordered by any court to pay Child Support, Court Costs, Fines, Restitution, Small Claims, etc..., you must do so faithfully and provide receipts showing payment to your Case Manager. Any non-compliance of any order by any court will be considered a violation of Home Detention.

39. You understand that It is your responsibility to notify any doctor and/or hospital that you are wearing the device should you need medical treatment and/or go to the hospital/doctor's office for any reason. Should you need x-rays or CAT Scans, inform your doctor of the monitoring equipment and contact your Community Corrections Case Manager to temporarily remove the equipment. THIS EQUIPMENT CONTAINS METAL COMPONENTS AND CANNOT BE WORN DURING AN M.R.I. If the transmitter is removed by hospital or emergency personnel, you must inform them to contact the Community Corrections Work Release Center immediately at 574-732-2550. If the equipment is removed, you must report directly to the Community Corrections office/Work Release Center and have it put back on when you leave the hospital or medical facility.

40. You understand that your placement in this program is voluntary. You are advised that the Cass/Pulaski Community Corrections Department may, at any time during your sentence, modify the above conditions of Home Detention. You further understand that if probable cause of a violation exists, a notice of violation will be filed with the court; if it is believed that probable cause of a violation exists, you may be immediately transported to the county jail by a Community Corrections or law enforcement officer. You may be remanded in the county jail until a court/conduct hearing is held. If, during this hearing, it is determined that you have violated any program conditions, you may be remanded to the county jail or the Indiana Department of Corrections for the remainder of your sentence.

41. Special Conditions:

You are advised that the Cass/Pulaski Community Corrections Department may, at any time during your sentence, modify the above conditions of Home Detention. I, the undersigned, have read and/or explained to me the aforementioned conditions of my Home Detention sentence and, by my signature, do acknowledge my understanding of and agree to all conditions of Home Detention in addition to the standard rules of probation and other(s) imposed by the sentencing court. I have acknowledged that I have received a copy of these conditions.

Date

Signature

Address

Telephone Number

Date

Community Corrections Staff

CPCC Graduated Sanction Policy

Violations of Community Alternative Supervision Programs will be identified as “Court Review” or “Administrative”.

Court Review:

It is the policy of Cass/Pulaski Community Corrections that violations of CASP that require court review are to be filed with the court that holds jurisdiction over the case. The following are violations the Courts are eligible to review:

1. Positive drug screens.
Note: the first positive drug screens for cannabinoids and alcohol can be handled administratively.
2. Allegations of committing a new criminal offense.
3. Participants have three (3) or more prior administrative sanctioning.
4. Allegations identified as “Major Conduct Violations”.
5. The participant has been identified as a security risk to staff, residents, and/or the facility.

If the courts find the participant has violated the terms of the program, the courts will have the authority to impose appropriate sanctions, including deprivation of good time credit.

Administrative:

It is the policy of Cass/Pulaski Community Corrections that all violations except violations identified in “Court Review” are to be handled administratively. Administrative violations will be processed through the “Conduct Adjustment Board” procedures. The following is a guideline for graduated sanctions:

1. First Violation:
 - a. Loss of Positive Reinforcement Passes, and or
 - b. Deprivation of thirty (30) good time credit days/ fifteen (15) actual days.
2. Second Violation:
 - a. Loss of Positive Reinforcement Passes and or
 - b. Deprivation of sixty (60) good time credit days/ thirty (30) actual days.
3. Third Violation:
 - a. Loss of Positive Reinforcement Passes, and or,
 - b. Deprivation of one hundred twenty (120) good time credit days/ sixty (60) actual days and or,
 - c. Forwarded for Court Review.
4. Fourth Violation or more:
 - a. Loss of Positive Reinforcement Passes, and or,
 - d. Deprivation of one hundred eighty (180) good time credit days/ ninety (90) actual days and or,
 - b. Forwarded for Court Review.

CASS/PULASKI COMMUNITY CORRECTIONS
HOME DETENTION CO-RESIDENT AGREEMENT

As a household resident, I acknowledge and agree to abide by the above rules and conditions of Home Detention. I further acknowledge that by my consent, I am waiving any and all rights under the Fourth Amendment to the United States Constitution and Article I, Section II of the Indiana Constitution against unreasonable searches and seizures. I also waive my Sixth Amendment right to consult with an attorney before signing this waiver of rights to search and seizure. I agree to submit to search and seizure of my person, vehicle, residence, and any other property under my control while in the residence of or the company of any Cass/Pulaski Community Corrections Home Detention Inmate. I further agree to allow any Cass/Pulaski Community Corrections agent and law enforcement officer access to retrieve the electronic monitoring equipment.

This waiver shall be signed by every adult over the age of eighteen (18) who shares the residence of the Home Detention participant.

This waiver may not be revoked during the period on Home Detention, and reasonable force may be used to affect any search that is consistent with this waiver.

This waiver may be revoked if the participant must leave and find other housing. I have been informed of the Fourth and Sixth Amendment rights and hereby knowingly and intentionally waive those rights to the extent provided in this waiver as a condition of Home Detention.

Resident: _____

Date: _____

Resident: _____

Date: _____

Resident: _____

Date: _____