

Home Detention/Electronic Monitoring Conditions

Please read through these conditions and initial beside each rule showing you understand the condition.

On page seven (7), please sign and date on the “EM participant” line. In the next section, everyone in your household must write their name, age, relationship to you, and sign (adults only) showing they understand these conditions.

On page eight (8), please fill in the blank, sign and print your name, and date.

You must appear in the Probation Department on

AT 1:30 PM.

A hook up fee of \$234.00 is due at this time.

The hook up fee must be paid in the Clerk’s Office. Circuit Court fines are paid on the 2nd floor Clerk’s Office. Superior Court fines are paid on the 3rd floor in the Criminal Violation’s Office.

If you have any questions, please call the office at (260) 358-4841.

Huntington County Home Detention/Electronic Monitoring Program

201 North Jefferson Street, Room 209, Huntington, Indiana 46750

(260) 358-4841

Fax: (260) 358-4853

Home Detention/Electronic Monitoring Conditions

NAME: _____ CAUSE#: _____

OFFENSE: _____

BEGIN DATE: _____ END DATE: _____ TOTAL DAYS: _____

DATE OF BIRTH: _____ SSN: _____ MALE/FEMALE _____

HOME PHONE#: () _____ - _____ CELL PHONE #: () _____ - _____

CAR (Make, Model, Year): _____

ADDRESS: _____ CITY: _____ ZIP: _____

EMPLOYER: _____

Electronic Monitoring is a privilege the court has granted me in lieu of incarceration and/or as a term of probation. I realize this privilege may be revoked by the Court if it is determined I have violated any rules or conditions of this program. Therefore, I agree to abide by the following stipulations:

A. Electronic Monitoring Fees

- _____ 1. I shall pay the \$12.00 per day (\$84.00 per week) EM fee as set by the Court.
- _____ 2. I must pay a non-refundable one-hundred fifty (\$150.00) dollar hookup fee along with the first week Electronic Monitoring fees one (1) day prior to hookup; **absolutely no exceptions.** If your bracelet has to be removed for any reason you will be required to pay another hookup fee.
- _____ 3. All EM fees **will** be paid at least one week ahead. **At no time shall I have an outstanding balance.** When paying EM fees I must tell the clerk that the money being paid is for EM. Circuit Court fines are paid on the 2nd floor Clerk's Office. **Superior Court fines are paid on the 3rd floor in the Criminal Violation's Office.**
- _____ 4. I realize failure to pay will result in my termination from this program and I could face further Court action and/or incarceration: **Should I be removed from the program, prior to my release date, fees paid in advance will not be returned to me and will be forfeited.** I further understand all fees must be paid in full before completion of this program.
- _____ 5. Should I be unhooked for any reason other than a medical emergency, prior to my release date. I understand that there will be a non-refundable one hundred fifty (\$150.00) rehook fee.

B. EM Equipment

_____ 1. I shall maintain the monitoring equipment in my home, on my person, and/or both when ordered by the Court. I will not disconnect, rearrange, or tamper with the EM equipment. Furthermore, if the equipment is lost or stolen, I understand I may be charged with the offense of “Theft” under the I.C. 35-43-4-2. I shall contact the Probation Office immediately if any of my equipment is lost, stolen, or damaged.

_____ 2. I will contact the Probation Office as soon as possible if I should lose power at my residence.

_____ 3. I will not attempt to repair any equipment.

a.) By signing this contract, I am agreeing to the following conditions regarding repayment of damaged/lost/stolen equipment.

- Should any damage or loss occur to any of the monitoring equipment given to me by the Huntington Probation Department Electronic Monitoring/Home Detention Program, I will be held financially liable and will be assessed the full cost for replacement or repair. Replacement costs will be commensurate with current market value (which are as follows):

GPS Bracelet	\$725
Cut Strap on GPS unit	\$75
GPS Power Supply	\$25

- I may be prosecuted under applicable criminal law in the event the equipment is not returned to Huntington County Probation.
- Damage to any electronic monitoring equipment assigned may also warrant Court action.
- I also agree to abide by the conditions set forth by the Huntington County Superior/Circuit Court – Probation Department Electronic Monitoring/Home Detention Program rules and regulations.
- I understand if I violate any conditions of the program I will be referred back to the sentencing Court for further disposition.

_____ 4. I understand the ankle transmitter must be worn 24 hours per day and will not be removed. If I choose to do so I will subject to the prosecution for the “Crime of Escape” under the I.C. 35-44-3-5.

_____ 5. I understand I may not swim, or use a hot tub during the period of Electronic Monitoring/Home Detention. Showering and regular bathing is permissible.

_____ 6. I understand that I must answer and respond to any messages sent to me via my ankle bracelet.

_____ 7. I understand that I must keep my ankle bracelet battery charged. I also understand that I may be violated for letting my bracelet battery die.

_____ 8. I understand that any negligent tampering with my ankle bracelet is a direct violation of the program and can also lead to felony escape charges.

C. Employment

- _____ 1. I agree to make it known to my employer or school I have been placed on Electronic Monitoring/Home Detention. I further agree by signing this contract, I am giving the Huntington County Probation Office permission to verify my employment or schooling.
- _____ 2. If I am self-employed, Huntington County Probation staff will need to approve my schedule. I understand days, times, and location I request may be either approved or denied.
- _____ 3. If my job status should change, I will notify the Huntington County probation office within 24 hours.
- _____ 4. I understand I must maintain employment while on Electronic Monitoring/Home Detention. If I do not have employment I must actively be looking for employment while on the program. While searching for employment I will obtain signed verification of all job contacts to verify my efforts and whereabouts.
- _____ 5. I will be granted four (4) hours per week to find a job if unemployed. These stops will be preplanned and verified by me. If I fail to verify this information it will be considered a violation. (Most of your job seeking can be done by the phone). No “running around” to collect applications will be permitted.

D. Scheduled Time Outs

- _____ 1. I will submit my weekly schedule to my EM Officer **Thursday of each week; no later than NOON (12:00pm)**. My schedule will include my shopping schedule (if applicable to me) for the following week. **No shopping, property maintenance, or job seeking will be permitted unless scheduled the Friday before.** My EM officer should not hear from me more than once per week, unless it’s an emergency (See #7 under “**General Rules**” for EMERGENCY definition). Should the Probation Office be closed on Thursday, my schedule must be provided on the last workday of the week the office is open. **PAY ATTENTION TO ALL HOLIDAYS.** I further agree to abide by the designated times/places I am **allowed** to be absent from the home.
- _____ 2. Scheduling issues are to be only discussed with my EM Officer only **during business hours** (see last sheet for business hours).
- _____ 3. I agree to provide **written proof of all appointments and scheduled out times.** I understand providing false information or going to unauthorized appointments/destinations is a direct violation of the rules of Electronic Monitoring/Home Detention and a violation will be filed.
- _____ 4. I may work on holidays or attend religious service; no other holiday schedules will be accepted.

5. I will be granted a total of **one (1) hour per week** for grocery shopping, hair care, and laundry if I am living alone and/or no other person living in my residence has a valid driver's license (I will also need to verify this). Auto care needs will be factored on a need for service basis. My officer may require me to do "one stop" shopping. For example, going to the Wal-Mart Supercenter for prescription, auto care, hair care, groceries, and the like in one stop. If I want to pick up prescriptions after a doctor's appointment I will not be allowed to "hang-out" at Wal-Mart until they are filled, so I must choose another location to pick up my prescriptions (i.e. CVS, Walgreens). These hours **will not** be considered "free time". I must demonstrate a **need** for this scheduling stipulation. If another person living in my residence **does have** a valid driver's license I will **not** be permitted out for grocery, laundry, or auto care needs.

6. Doctor's appointments may be scheduled any work day providing the EM Officer is available.

7. If I am the only person residing in my dwelling or are the primary person responsible for dwelling, I will be permitted (4) hours each month to maintain my property. I understand I **MUST** remain on my property during this scheduled out. **Outside work schedules will not be adjusted for inclement weather.**

8. When permitted to leave home I will take the **most direct route to and from any authorized destinations**. I will return to my residence immediately upon completion of my scheduled out. I realize I **cannot** stop anywhere on my way to or from said appointments without prior authorization from my EM Officer. This includes drive through restaurants. Also, note the speed at which you travel will be recorded.

9. I understand I must obtain permission to attend a funeral of an **immediate family** member or to visit an immediate family who is hospitalized with a serious illness (This only includes: spouse, children, and parents). The length of this visit will be determined by my EM Officer.

10. **I will remain in my home unless I have a scheduled out or an Emergency Room visit.**

11. If my employer requests me to work overtime or hours that differ from the previously agreed to schedule, it will be my responsibility to have **my employer contact my EM Officer and provide documentation, if needed, requesting my overtime or for my hours to be changed.** If they are unwilling to provide this information I will not be allowed to work the overtime or change my hours. Permission will not be granted until my EM Officer receives my employer's request. The request **MUST be done 24 hours in advance of anticipated overtime or schedule change. No exceptions!**

E. General Rules

- _____ 1. I will abide by all laws of the United States and the State of Indiana. I will also abide by the terms of probation that this Court or any other Court has placed upon me. Furthermore, I agree not to associate with anyone violating a criminal law or any person on probation or Electronic Monitoring/Home Detention, Parole, Work Release, is incarcerated, has criminal charges pending, or has been convicted of a felony. If any person is found in my residence that has been restricted from visiting me, it will be considered to be a violation of my terms of E.M.
- _____ 2. I hereby waive my rights against search and seizure as provided for in the Constitution of the United States. I give my consent for my residence, vehicle, and/or outbuildings, locker, designated storage space where my belongings are kept at my place of employment, to be searched by EM Officer, Probation Staff, or any law enforcement officer acting on EM Officer's behalf. Any items considered contraband, evidence of a crime, or violation will be seized. I further understand a K-9 unit may be utilized during a search. My refusal to allow said searches will result in termination from the program.
- _____ 3. I will permit my EM Officer and Probation staff to visit me at any time at my residence or my place of employment. I also permit my EM Officer and Probation staff to contact me and/or my employer by phone at any time for supervision purposes. I understand I will activate my voicemail for my EM Officer and Probation staff to contact me at any time. I understand if I choose to not answer the door when I am at home may be considered to be a violation.
- _____ 4. I will be courteous, cooperative, and respectful with the Probation staff and any other law enforcement officers while I am on Electronic Monitoring/Home Detention program.
- _____ 5. I understand **not more than two (2) non-relatives will be permitted to visit my residence at one time**. I further understand field officers may inquire as to the identity of any visitors and require they provide identification.
- _____ 6. I understand I will **not be allowed to leave the State of Indiana** during the duration of my Electronic Monitoring/Home Detention unless approved by the sentencing Judge.
- _____ 7. I will **not** call the Probation cell phone after office hours *unless* it is a **REAL EMERGENCY**. A **REAL EMERGENCY** requires an ambulance, and/or fire department, and/or law enforcement at the time of the call. All other calls are considered "important." Important calls are **not** emergencies. Call the office voice mail to leave "important" messages.

F. Alcohol, Drugs, & Firearms

- _____ 1. I agree to submit to a breath, saliva, blood, and/or urine sample when requested to do so by the Court and/or Probation Staff. I also understand I may be responsible for paying any costs associated with said tests and the results of such tests can be used against me in Court. Failing to provide a sample when requested is a violation. Providing a diluted specimen, tampering with the test or sample, and/or attempting to use someone else’s urine, purporting it to be your own, shall be deemed a violation.

- _____ 2. I will not consume, inhale, and/or possess alcoholic beverages, drugs, Hemp products, paraphernalia, or any illegal substances. I will not be in the company of anyone who is using and/or possessing alcoholic beverages, drugs, Hemp products, paraphernalia, or any illegal substances.

- _____ 3. **I will remove all firearms and weapons from my residence.**

By your signature and initials, you acknowledge the above rules have been read and explained to you. You understand the rules. You have also received information explaining the equipment and your responsibility to properly use and maintain it. I also understand anyone, over eighteen (18) years of age, who resides in my residence during the time I am on EM will be required to sign this contract stating they have read the conditions of your Electronic Monitoring/Home Detention.

_____	_____
EM Participant	Date
_____	_____
Sarah Witta	Date
EM Officer	

Household Members

<u>Name</u>	<u>Age/Relationship</u>	<u>Relationship/Signature</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Additional names, ages, relationship and signatures may be written on the backside of this page.

Contact Information: Probation Office (260)-358-4841
After Hours Cell Phone: (260) 224-1088 (EMERGENCY ONLY)
Business Hours: Monday thru Friday, 8:00 a.m. – 4:30 p.m. Closed noon – 1:00 p.m.
Email: sarah.witta@huntington.in.us

AUTHORIZATION TO RELEASE INFORMATION

To whom it may concern:

I, _____, the undersigned, hereby authorize the Huntington County Probation Department, Huntington, Indiana or its authorized representative(s) or employee(s), bearing this release or copy thereof, to obtain any information in your files pertaining to my employment, credit, medical, mental health, military or educational records including, but not limited to academic, achievement, attendance, athletic, personal history and disciplinary records, medical records, mental health counseling records and credit records, juvenile crime records and pre-sentence and pre-dispositional reports. I hereby direct you to release such information upon request of bearer. This release is executed with full knowledge and understanding that the information is for the official use of the aforementioned Huntington County Probation Department.

I hereby release you, as the custodian of such records, and any school, college, university, or other educational institution, hospital, or other repository of medical records, credit bureau, lending institutions, consumer reporting agency, or retail business establishment including its officers, employees or related personnel, both individually and collectively, from any and all liability for damages of whatever kind which may at any time result to me, my heirs, family or associates because of compliance with this authorization and request to release information, or any attempt.

The information hereby obtained by the aforementioned probation office is to be used for the purpose of the Pre-Sentence Investigation and Report or probation/electronic monitoring supervision.

I hereby release information concerning my probation records for counseling purposes or any condition of probation/electronic monitoring of which I am to follow.

Date

Signature (full name)

Witness: Probation Officer

Full Name (printed or typed)

Parents or Guardian (if required)