

BOONE COUNTY COMMUNITY CORRECTIONS



Mission Statement:

Boone County Community Corrections mission is to increase public safety by providing a cost-effective community-based alternative to incarceration by utilizing effective evaluation to determine an appropriate level of evidence-based intensive programming for adult and juvenile clients to motivate the client towards positive citizenship.

Dear Electronic Monitoring Program Participant:

Welcome to Boone County Community Corrections. Regardless of the reason you have been placed on electronic monitoring, we look forward to working with you. I believe that we share a common goal. That goal is for you, our client, to successfully complete our program. Our department operates on the premise that every program participant has the potential to achieve that goal and be a productive member of society. Boone County Community Corrections acknowledges that participants face numerous challenges during their time on electronic monitoring. BCCC staff is committed to helping you learn how to navigate these challenges and barriers in an effort to aid you in your success.

During your placement with BCCC you can expect staff to assist you by creating a specific case plan that will address your specific risks and needs. Compliance with this case plan will be your responsibility. In the beginning, you may become overwhelmed. It is imperative that you develop an open line of communication with your case manager so that you don't become frustrated.

The following handbook outlines the program rules, guidelines, and contract you will be required to abide by during your time on electronic monitoring. Please read all of the materials in their entirety. It is your responsibility to understand the rules you are agreeing to follow. If you ever have any questions or need assistance, please do not hesitate to ask any member of BCCC or your assigned case manager.

Finally, I would like to take this opportunity to state that BCCC is much more interested in how you finish our program than why you started it. Clients start our program for numerous reasons. Clients finish our program for one reason, because they have decided to make pro-social changes in their own lives. Our staff is looking forward to aiding you in this process. However, we know, if you succeed it's because you were determined to do so, not because we were determined for you to do so.

Respectfully,

Michael D. Nance
Executive Director
Boone County Community Corrections

Ashley McClure
Assistant Director
Boone County Community Corrections

WELCOME TO BOONE COUNTY COMMUNITY CORRECTIONS

MISSION STATEMENT

Boone County Community Corrections mission is to increase public safety by providing a cost-effective community-based alternative to incarceration by utilizing effective evaluation to determine an appropriate level of evidence-based intensive programming for adult and juvenile clients to motivate the client towards positive citizenship.

TERMINOLOGY FOR TYPES OF MONITORING

All clients on any form of Electronic Monitoring must remain in Boone County or a contiguous county unless permission is given from the Court or BCCC Staff.

1. **Home Detention** – This is the most common type of Electronic Monitoring. Generally used in place of incarceration and can earn jail time credit. The client must have permission to leave the home for any reason.
2. **Monitoring with Curfew** – Client may not leave the home for any reason (except emergency) during times set forth by the Court.
3. **Monitoring Only** – Client will be required to wear GPS technology but will be allowed to come and go without permission from BCCC staff. No schedule will be required but certain exclusion zones might be assigned to the supervised client.
4. **Portable Breathalyzer** – This is a real time alcohol monitoring program. The client is provided with a PBT and instructed as to when to submit to a test. The client reports to the office on a weekly basis for equipment check and drug testing if necessary. This program does not earn jail time credit.
5. **Ignition Interlock** – This device installed in a vehicle as a requirement of a Specialized Driving Order. This program does not earn jail time credit.

IMPORTANT TELEPHONE NUMBERS

Community Corrections Office	765-482-2484
Emergency On-Call Number	765-894-3498

****Note: These are important numbers for you to call if you need assistance. They are not the only numbers from which we may return your call. While on the program, be sure to answer all calls regardless of if you recognize the number or not.***

If your bracelet tones or a field officer must leave a message for you, you must call the on-call number (or number left on the message) within 15 minutes.

TYPES OF COMMITMENTS

Commitments to electronic monitoring services can be made through the courts via executed (suspendable) terms of probation sentences, direct commitment (non-suspendable), sentence modifications, Community Transition Program, terms of pretrial release or as a sanction on a probation violation.

DIRECT PLACEMENT

The Court may sentence an offender directly to Community Corrections as a direct placement if the person is being sentenced on a felony and any part of that sentence may not be suspended under IC 35-50-2-2.1 or IC 35-50-2-2.2.

The following convictions are prohibited from participating in home detention per statute.

- (2) Murder IC 35-42-1-1
- (3) Battery with a deadly weapon or causing death
- (4) Kidnapping
- (5) Criminal Confinement with a deadly weapon
- (6) Robbery resulting in serious bodily injury or with a deadly weapon
- (7) Arson for hire resulting in serious bodily injury
- (8) Resisting law enforcement with a deadly weapon
- (9) Escape with a deadly weapon
- (10) Rioting with a deadly weapon
- (11) Aggravated battery
- (12) Disarming a law enforcement officer
- (13) Any offense under IC 9-30-5-4 or 9-30-5-5

VIOLENT/SECURITY RISK OFFENDERS

Offenders considered a “security risk” as defined in IC 35-38-2.5-4.5 “(1) flight risk or (2) threat to the physical safety of the public”, are not eligible for the electronic monitoring program.

TERM OF PROBATION

A Court may order a defendant to be supervised on Home Detention as a term of probation. HD as a term of probation are for those who are convicted for a felony/misdemeanor that have a suspendable sentence. A portion of that suspendable sentence, as determined by the court, may be required to be placed on Home Detention as a condition.

PROBATION VIOLATION SANCTION

A defendant may be ordered to serve an executed sentence as a sanction on a violation of probation.

**BOONE COUNTY COMMUNITY CORRECTIONS
ELECTRONIC MONITORING
HANDBOOK RULES**

1. Program participants must truthfully answer all reasonable inquiries made by BCCC staff.
2. Program participants must live in Boone County or a surrounding County. Per statute, a client may not be supervised on a Home Detention commitment if they live outside of Boone County or a connecting county.
3. Program participants will be permitted to work in Boone County or any county contiguous to Boone County. The sentencing Court or BCCC staff must approve any exceptions in advance.
4. Program participants will be required to find and maintain appropriate employment during their time on BCCC.
5. BCCC participants will be required to sign a 4th Amendment Waiver and a Loss of Firearms agreement at the time of program placement. Participants agree to have their home, vehicle, belongings, or other items searched at any time while participating in community supervision.
6. No use of drugs, alcohol, CBD, Hemp or Delta 8 products will be permitted during your time on BCCC. Prescriptions must be valid and presented to your case manager at the time they are prescribed.
7. A search of the program participant's person may be conducted each time he/she enters the facility.
8. Program participants are not to touch any staff member or other program participant for any reason.
9. If a program participant destroys County or Department property, they will be held responsible for its replacement or repair. Criminal charges may be filed.
10. Schedule changes require a minimum of 24-hour notice. Schedule changes must be emailed to BCCC@co.boone.in.us or submitted through the SmartLINK application you will be instructed to download on your personal cell phone. You DO NOT have permission until you receive approval from a staff member. Schedule changes are not answered outside of Monday-Friday 8am-4pm.
11. Program participants may contact their case manager by calling the office, sending an email or submitting a request through the supervision app. There is no need for repeated calls or messages. Messages and emails will be returned in a timely fashion.
12. Program participants understand that Boone County Community Corrections has the right to establish zones in which the participant may not travel. Participants understand that if they violate an established zone, they will be in violation of Boone County Community Corrections Electronic Monitoring Program and a warrant could be issued.
13. Weapons shall not be possessed by any participant while on BCCC; this includes at their home, in their vehicle, or in the BCCC office. Participants may be searched, and any items found will be confiscated. This includes pocketknives and box cutters.
14. Clients must be respectful to all Boone County Community Corrections staff.

Pre-Screening Process

A pre-screen will be completed prior to being placed on an Electronic Monitoring Program to determine the applicant's eligibility. The client's attorney will submit a referral form with requested paperwork to Boone County Community Corrections. Once received by our office, a packet of paperwork including the date and time for the appointment along with a copy of this handbook will be provided to the client. Once the interview has been completed, a pre-walk visit will be scheduled. If the client is living in another county, a transfer request may be sent to the receiving county. ***BCCC retains the option of supervising any client that lives in a contiguous county to Boone. Once eligibility has been determined, notice of eligibility will be sent to all appropriate parties. This process can take 30 – 60 days. If a transfer to another county is needed it can take an additional 30 – 60 days. A transfer of supervision will be completed for anyone living in a county other than Boone County Indiana. A client who is requesting to transfer their supervision out of county will be required to pay a \$50.00 transfer request prior to the request being sent to the requested county of supervision. If that transfer request is denied, the \$50.00 transfer fee is NOT refundable.***

BCCC does not accept out of state transfer requests nor request out of state transfers of home detention.

Co-Residents

Anyone over the age of eighteen (18) who will be living in the home must sign a co-resident's agreement. There are rules the program participant must follow that will affect others living in the home. Co-residents must be given the opportunity to have those rules explained to them. If they do not wish to sign the co-resident's agreement, then the client or the residents will be asked to find another place to live, or the application could be denied. All parties eighteen (18) and older as well as the client will be asked to be at the pre-screen walk-through. Anyone not on the co-resident's agreement is considered a visitor and is not allowed in the home outside of visitation hours. ***No visitors will be allowed in the residence overnight.*** Changes in those living in the home must be approved and documented by Boone County Community Corrections.

Visitors

You are not allowed any more than two visitors in the home at any given time. Visitors cannot be on probation, parole, or community corrections. Visitors are allowed in the home between the hours of 9:00 AM and 9:00 PM. The only people allowed in the home outside of these times are the client and those listed on the co-resident's agreement.

During a home visit the field officer may ask visitors to leave or they may pat them down and request they remain in an area during the visit. It is the client's responsibility to make sure visitors know they are on the program and the rules that must be followed. If you allow a visitor in your home who has contraband a violation can be filed with the Court.

OVERNIGHT GUESTS ARE NOT ALLOWED. Additions of anyone eighteen (18) or over to the residence must be approved by Boone County Community Corrections and sign a co-resident's agreement.

Computers and Electronic Equipment

Clients must allow Community Corrections, Probation, or anyone acting on their behalf the ability to search any computer equipment or other device that is capable of connecting to the internet. This includes providing user names and passwords not only for the device being searched, but also any subsequent name/password needed in order to ensure program compliance.

Clients being supervised due a sex offense will have additional terms they must follow. Those terms will include strict computer/internet restrictions.

Driver's License

A copy of your driver's license and or state issued identification along with your vehicle registration must be submitted at the time you begin a BCCC program. It is the client's responsibility to arrange legal transportation to required meetings and appointments.

Dogs

At any time during your sentence to Community Corrections a field officer or representative acting on their behalf may come to your residence to conduct a home visit. If you have dogs, they must be either on a leash outside or in a kennel. Locking the dog or other animal in a room is not acceptable. BCCC staff will need to have access to all areas of the residence for the purposes of searching to ensure compliance. Unwillingness to comply with a request to secure a pet which results in the inability to thoroughly search your residence, will result in a violation of program rules.

Home Visit/Vehicle Searches

Refusal to comply with the search of your person, home, or vehicle will be a violation of program rules. A BCCC staff member may request to search your vehicle, place of residence or personal belongings at any time. As a participant of BCCC you must allow searches. Failure to do so could result in a violation of the program.

Working Telephone

Indiana Code 35-38-2.5-6 requires participants to have a working telephone. We must be able to contact you 24 hours a day 7 days a week. If using a prepay phone it is the client's responsibility to ensure the phone has adequate minutes available at all times. Clients must inform BCCC staff IMMEDIATELY upon getting a new phone number.

Medications

Boone County Community Corrections must be kept up-to-date on all prescriptions, this includes producing your medications for a pill count upon request. If medically feasible you should make every effort to abstain from narcotic medication. You must take over the counter medications as directed on the package. A current valid prescription is required for all prescription medication. Prescriptions over 30 days old may not be accepted as current and or valid without additional documentation from the prescribing physician. Unused, unneeded, or outdated medication should properly be disposed at a medication drop box. Failure to provide an updated prescription before urine collection could result in a violation and will result in you being billed for the drug screen.

You may not introduce into or onto your body by smoking, inhaling, huffing, eating, drinking, injecting or otherwise ingesting or applying any consumer product, medication or other substance where the act of doing so is contrary to the manufacturer's specifications and/or warnings and/or where the purpose in your doing so is to obtain a high, euphoria, hallucination, or any kind of intoxication.

The use of CBD / Hemp or Delta 8 products are not permitted while you are on the program. Using these products may result in testing positive for THC on a urine drug screen and will not be tolerated.

Drug Testing

All individuals are financially responsible for all positive, dilute, or confirmation drug screens. Included in the handbook is a copy of the drug testing policy which you will sign. Drug testing includes testing for alcohol. It is your responsibility to know what you are ingesting. Products containing hemp or poppy seeds along with products containing alcohol such as mouthwash or nighttime cold medicine should be avoided. If you are unsure if an over the counter product will result in a positive urine screen you should not ingest the substance. Contact your physician or pharmacist prior to ingestion if you are unsure what substance may be contained. Positive urine screens may result in disciplinary actions being taken up to and including a violation being filed with the Court.

Random Drug Testing

Random drug testing will be required by all BCCC clients. Clients will be able to utilize text messages for daily drug testing alerts, calling the drug testing hotline at 765-416-8080 or login to my.averhealth.com. If you do not sign up for drug testing text messages, it will be YOUR responsibility to call the hotline 365 days per year and enter your personal identification number that will be provided to you upon placement of the program. You are required to listen to the entire message until you hear a confirmation number. The daily message line hours are 6am – 5pm.



Employment

All clients on Boone County Community Corrections must maintain approved employment or provide documentation receiving disability. Clients are also allowed to attend full-time educational classes in lieu of full time employment but must agree to pay all program costs associated with supervision.

Employment must be stable and secure. Employment must be approved and verifiable. Employers must be able to provide set hours and location(s) and have the potential for benefits. Employment must be in Boone County or one of the connecting counties. Self-employment and/or working for family will be considered on a case-by-case basis. Self-employment must have been an established form of work and income for a considerable period prior to placement on BCCC. If alternative employment is approved, you may be required to submit a work log providing information of all locations that you travel during the day for the purposes of employment.

Your case manager may require you to provide a paystub or proof of the hours you have worked at your place of employment. Your case manager reserves the right to call your employer at any given time to verify any information that may be in question.

You will be required to have your employer sign an Employer Agreement form. The purpose of the Employer Agreement is to ensure that your employer is aware of your requirements during your time on BCCC.

If you are terminated from your employment at any time during your supervision you must notify your case manager IMMEDIATELY.

Job Searching

If an individual is placed on the program without employment or becomes unemployed for reasons not in violation of the program, he/she will be allowed time to job search. Your case manager will direct you as to how you must conduct your job searching and what information will need to be provided to BCCC upon the conclusion of your job searching. You may be required to report to the office before and after your scheduled job search. Your case manager may require you to daily report during the time of your unemployment.

A secondary goal of Electronic Monitoring is to increase stability in an offender's lifestyle. Having a strong employment history is a key to additional positive changes. If you wish to change jobs or leave a current employer for any reason, you must receive prior permission from Community Corrections staff prior to leaving your current job. Lateral employment moves or advances in your career will most likely be approved. Abruptly quitting a job without prior approval from BCCC Staff is not permitted.

Financial Responsibilities

Each participant will be advised of their financial obligations during the pre-screening process. A daily rate of \$15.00 per day will be charged for clients placed on BCCC. Clients will be charged a \$50.00 administrative fee and a \$140.00 hook up fee which is due at the time of placement on the program.

Any sentence of 60 actual days or less will require payment of ½ of the total of your fees (hookup; admin; per day) up front. Any placement of 30 days or less payment is required due in full prior to placement on the program.

Any urine drug screens that are collected and are positive for a substance may be subject to being sent to the lab. If a screen is negative, it will be no charge to the client. If a client is positive for a substance a client will be charged \$15.00 for the instant drug screen, \$35.00 will be charged to the client if a screen must be sent to the lab and \$25.00 will be charged to the client for each confirmation that must be requested for lab confirmations.

If you have a balance due at the end of your program completion you will be required to sign a payment agreement. Regular payments must continue to be made in order to pay that balance in full. Failure to pay the remaining fees due may result in a RTSC being filed with the court and a hearing being scheduled to address any past due fees owed. Outstanding fees will be forwarded to the state TRECS program so that future tax returns can be intercepted and applied to past due fees.

Failure to pay your fees as required may result in administrative action being taken. Sanctions can and will be given as determined by BCCC staff to address fee issues and devise a plan to pay current and past due fees. No free time/ incentive time requests will be approved if a client is in arrears more than 21 days.

Payments can be made weekly, bi-weekly or monthly.

Staff will work with clients who fall behind in payment obligations. However, any client who falls more than \$500.00 behind in their fees, notification will be filed with the sentencing Court for the Judge's review.

Forms of Payment

Forms of payment to BCCC are cash, check or money order.

Clients supervised on BCCC may pay their fees online. Online payments do charge a fee for processing.

Online payments can be made at: www.allpaid.com Pay Location Code: a000hw

Weapons

As a participant in Boone County Community Corrections, you will not be permitted to possess any weapon, of any kind. Pocketknives and box cutters are not permitted. Any guns, airsoft guns, BB guns, paintball guns will not be permitted. Knives or swords will not be permitted. Any items that might be mistaken for a dangerous weapon will not be permitted.

Handbook / Contract Violations

Any client that violates a handbook or contract rule may be subject but not limited to any of the following:

Verbal Warning

Written Warning

Intensive Case Management Session

Administrative Hearing

Violation Filed with Court

Loss of Credit Time

Completion of Workbook or Worksheets to address the behavior that led to the rule violation

Refer to Sanctions Table for possible sanctions.

Violations

There are two types of violations; technical and substantive. A technical violation is misbehavior by an offender under supervision that is NOT by itself a criminal offense and generally does not result in arrest. A substantive violation occurs when you commit a new crime during your supervision period. Violations will be handled in accordance to the sanction table or as determined by your case manager. A repeated pattern of behavior and technical violations can result in a violation being filed with the court and a warrant being requested.

Emergency Change of Placement

A case manager may request from a Judge an immediate change of placement to the Boone County Jail, if an offender fails to meet basic Electronic Monitoring criteria in accordance with Indiana Code 35-38-2.5. If the defendant has been sentenced to “Boone County Community Corrections placement as determined by BCCC staff” the case manager or designee may request that the defendant be moved levels of placement without a hearing. If this instance occurs, a notice must be filed with the court.

Request for Authorization to Relocate

This request form must be completed and returned to Boone County Community Corrections 2 weeks prior to the date you are requesting to relocate. Boone County Community Corrections reserves the right to either approve or deny your request for relocation in accordance to the program rules and procedure.

The residence in which you are requesting to relocate is subject to a Home Pre-Walk inspection by a Field Officer. All adult residents 18 and over that live in your residence **MUST BE PRESENT** at the time of the walk-thru in order to sign a Co-Resident’s Agreement.

Failure to request the form in a timely manner may result in a denial of the request. Moving without receiving prior permission is unacceptable.

Release

Check with your case manager to verify your Estimated Projected Release Date (EPRD). You will be given a time to come in and have the unit removed. Make sure the week you are to be released you have placed the time on your schedule. (If your EPRD is March 6 then at 12:01AM on March 7 you are able to move around at your will.) If your EPRD falls on a Friday, then you will be scheduled to have your unit removed on the following business day. **DO NOT ATTEMPT TO REMOVE THE UNIT ON YOUR OWN.** Upon completion of your required sentence, you may be required to keep your unit charged until it can be removed, but you are free to move about until the unit can be removed.

When you report to the office for release bring all of your equipment with you. If you do not have all of your equipment you will be asked to get it before your unit will be removed. You will be charged for any equipment not returned or damaged and it could result in new charges being filed.

Equipment Fees:

GPS Bracelet	\$2500.00
GPS Charger	\$200.00
GPS Battery	\$200.00
Remote Breath Unit	\$1500.00
Remote Breath Case	\$75.00
Remote Breath Charger	\$50.00
Ignition Interlock	Manufacturer Determination - \$150.00 referral fee

Boone County Community Corrections Program Fee Schedule

Adult Programs

Electronic Monitoring	\$25.00 prescreen fee upon submission of referral for program placement. \$50.00 transfer fee (if requesting to transfer supervision to another county) \$50 Administrative Fee \$140 Hook Up Fee. \$15.00 Per Day Rate (\$105.00 per week). Must pay for dilute, positive, or confirmation urine tests.
Curfew Monitoring	\$140.00 Hook Up Fee \$50.00 Administrative Fee \$15.00 Per Day Must pay for dilute, positive, or confirmation urine tests.
Day Reporting	\$5.00 Per Day Responsible for ALL urine drug screen costs
Remote Breath Unit	\$2000.00
Remote Breath Case	\$50.00
Remote Breath Charger	\$35.00
Remote Breath Tube	\$5.00
Instant Urine Drug Screens	\$15.00
Drug Screens Sent to Lab	\$35.00
Confirmation Lab Tests	\$25.00 per substance confirmed by lab
Hair Follicle Testing	\$80.00 due at the time of test
Community Transition Program	\$25.00 Per Day reimbursed by IDOC Responsible for ALL urine drug screen costs

****Fees are subject to change without notice.**

****Clients who pay ahead on their program fees shall NOT be due a refund if they are removed from the program for any reason.**

Juvenile Programs

Juvenile Detention	\$140.00 hook up fee
24 hour lock down	\$50.00 administrative fee \$15.00 per day Pay for all UDS collected
Electronic Monitoring	\$140.00 hook up fee \$50.00 administrative fee \$15.00 per day

WEEKLY SCHEUDLE SUBMISSION

1. Each program participant is required to turn in a weekly schedule to BCCC for approval.
2. Schedules are due by Friday at noon.
3. Schedules will be submitted by the SmartLINK App.
4. Schedule requests must include ALL required information. Addresses, phone numbers, locations and time of departure/arrival must be accurately recorded on your request for approval.
5. If there is something on your schedule outside of the regularly approved program rules, your case manager will be responsible for review and approval/denial.
6. Additional schedule requests must include ALL information including address of the location on your request.
7. Receipts for any outside activities must be provided to your case manager via the SmartLINK app. Grocery receipts, lunch receipts or proof of any approved activity must be provided in a timely fashion.
8. If you are required to fill out a work log for your employment those must be turned in with your weekly schedule and submitted to your case manager.

Incentive/ Privilege Time Requests

Case Managers may grant program participants pro-social incentive/ privilege time requests. No privilege time will be given to program participants within the first 30 days of their supervision. In order to receive permission for privilege time requests you must be in full compliance with your case plan and program fees.

If you are currently in violation or are serving a sanction for administrative action no privilege time will be granted.

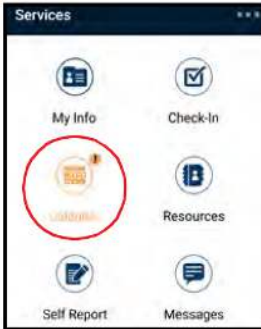
Earned privilege time may NOT exceed six (6) hours per week unless approved in advance by your case manager. Requests must be pro-social in nature and are subject to denial by your case manager if not appropriate.

Schedule Requests through SmartLink

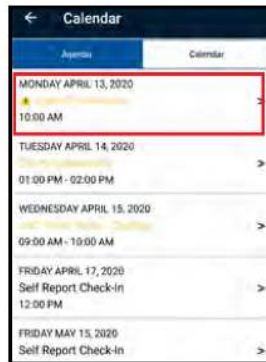
BI SmartLINK[™] Calendar Guide

The Calendar allows you to review scheduled appointments. You may be required to acknowledge receiving a new appointment. Follow the steps below to review and acknowledge an appointment.

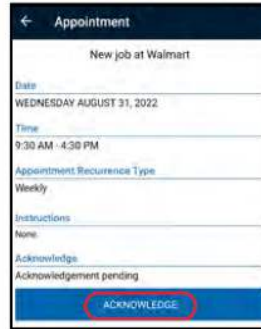
1. Tap the Calendar icon. The icon is highlighted when you have a new appointment.



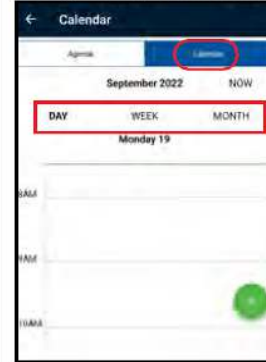
2. Tap the appointment to view the details.



3. If required to Acknowledge the appointment, tap **ACKNOWLEDGE**.

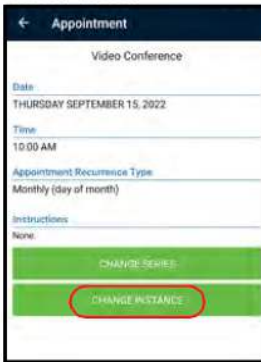


4. Tap **Calendar** to view all appointments for the Day, Week, or Month.

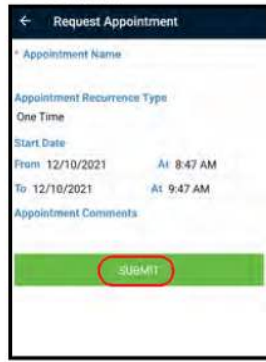


Depending on your service options, submit changes to an appointment(s) or add a new appointment.

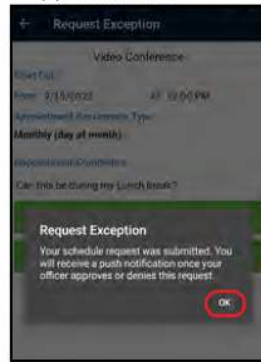
1. To request a date/time change, tap **CHANGE INSTANCE**.



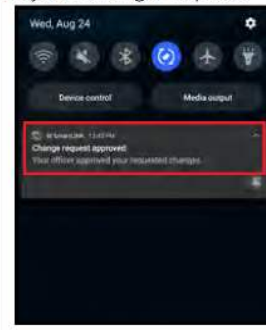
2. Enter the date/time details, and then tap **SUBMIT**.



3. Tap **OK** to confirm your request to change the appointment.



NOTE: You will receive a push notification when your officer has responded to your change request.



Always Remember to...

- Keep your device charged
- Allow SmartLINK to send notifications and set location according to your officer's directive
- Stay connected to the cellular network or Wi-Fi at all times
- Keep your mobile device's operating system updated and install any SmartLINK updates as soon as possible
- Immediately report any of the following to your officer/case manager:
 - ▶ If your email address changes
 - ▶ If your mobile device is damaged or broken
 - ▶ If you replace the mobile device

**** Program participants will be allowed ONE SCHEDULE CHANGE PER WEEK. Schedule changes submissions can be submitted through the SmartLINK app. If you have requested more than one schedule change for the week, your request may be DENIED. Make sure that your schedules are planned out accordingly and you are thinking ahead to your obligations for the week. ****

Any Activity That Requires You to Go Outside Your Home Must Be Scheduled. SCHEDULES ARE REQUIRED TO BE FOLLOWED. IF SOMETHING IS NOT ON YOUR SCHEDULE YOU ARE NOT APPROVED TO GO.

Failure to follow your schedule and leaving your home without permission may result in a violation being filed with the court.

Dental, medical and other personal appointments must be submitted on the weekly schedule. The program participant must indicate the name, address and telephone number of the service provider.

Program participants who are the sole resident may be given time each week to do grocery shopping and laundry at a location approved by their case manager. If not the sole resident, the grocery duties should be shared. A client may be given time outside of the home on a monthly basis to obtain personal items if needed.

Employment Restrictions

BCCC clients will be allowed to work up to 12 hours per day but no more than 60 hours per week. Clients will be allowed to work a maximum of 6 days per week. Clients will be allowed to have up to two jobs so long as the client does not work more than 60 hours per week total or 6 days in a week. Clients needing to work more than 12 hours in a day, more than 6 days per week, or more than 60 hours in a week will need to get permission from their case manager in advance. Exceptions can be made on a case-by-case basis if determined to be necessary. BCCC clients are required to be inside their home for a minimum of eight hours per day per Indiana State statute.

Approved Absences

There will be no absences from home except for those situations/circumstances that are approved by BCCC staff. Clients will be approved to attend work, counseling, treatment, medical care, education, searching for employment and church. Case management staff may approve activities outside of the listed above approved activities if the client is eligible.

Funeral Services

Clients may be approved to attend viewing and funeral services for deceased family members. Immediate family members include the following: parents, spouse, children, brothers, sisters, grandchildren, grandparents. A time restriction may be placed on their attendance, and verification may be required. BCCC staff may approve deviations outside of the above, but the client must be in full compliance with their program.

BCCC Placement

Clients are expected to maintain their supervision with BCCC upon placement. Out of county transfers after a period of time on the program will not be permitted unless it is determined by case management that it is in the best interest of the client. Clients will not be approved to move outside of Boone County or a contiguous county during their time on BCCC.

Case Management Appointments

When you are placed on BCCC you will be assigned a case manager and a field officer. You will be given an appointment date and time for your first case management appointment. It is very important that you attend

any scheduled case management appointments. Failure to do so can result in administrative action or a violation being filed with the court. Case managers will develop a comprehensive case plan based on your individual risks and needs that will help determine how your time will be structured on BCCC. Your case manager will be your point of contact for any special request approvals for your time on the program. Your case manager will review your fees and program compliance regularly.

Your case manager may require you to provide proof of employment, meetings, counseling, school, or any time outside of your home.

Field staff will be visiting you at home, work or any other location which you may be found.

Find Us on Facebook

Follow Boone County Community Corrections on Facebook for up-to-date changes and special announcements.

Second Chance Closet

BCCC staff understands that some of the hardest times of your life may have led you to your placement on BCCC. BCCC wants you to be able to succeed without having to worry about the basic day to day needs that could hinder your progress on the program.

The Second Change Closet was created to help individuals being released from jail or the IDOC by providing some of the basic needs such as clothing and toiletries. Any participant, regardless of time on the program, is welcome to have their needs met through the Second Chance Closet. Individuals simply need to speak to any staff member and they will be given access to the Closet.

If you are in need of an outfit for a job interview, socks, shoes or clothing please let your case manager know. We also have toiletry bags that we will provide upon request.

MRT – Moral Reconciliation Therapy

BCCC case management staff may require as part of your case plan that you attend and complete MRT. MRT is an in-house program led by BCCC staff. MRT leads to enhanced moral reasoning, better decision making, and more appropriate behavior with client participants.

MRT is a weekly group for 3-6 months (or longer) depending on client participation and progress.

MRT FEES

MRT workbook	\$30.00 (first workbook is free) client responsible for the purchase of a new workbook if lost or damaged beyond use.
MRT Program Fee	\$150.00 program fee. The fee will be waived if the client completes MRT successfully. The fee will be waived upon graduation.

Weather Emergencies

If the county is placed under a county issued weather emergency that restricts travel all Boone County Community Corrections Electronic Monitoring clients are placed on lock down. You are not allowed to leave your home other than for a medical emergency.

Information regarding weather emergencies can be found at a multitude of locations. Listed below are just a few of the internet addresses to obtain information. ***IT IS YOUR RESPONSIBILITY TO KNOW THE EMERGENCY LEVEL DURING BAD WEATHER.***

www.boonecountysheriff.com

www.wishtv.com

www.fox59.com

www.wthr.com

www.weather.gov (National Weather Service)

<https://www.smart911.com/smart911/login.action> (Boone County alerts sent to your phone)

You can also follow BCCC on Facebook to check for updates or other needed information.

In the event of a weather-related emergency, you should first seek safety for yourself and your family. If you must relocate in order to protect yourself from danger you may do so. Once it is safe, please call the On-Call Emergency number and update the field staff of your whereabouts and plan to return to your home.

Emergency On-Call Number

Program clients may call the emergency on-call number for emergencies only. *An emergency is defined as “a serious, unexpected, and often dangerous situation requiring immediate action”.*

Examples of an emergency would include:

1. A medical emergency that requires you to go to the hospital.
2. An issue with your equipment means that it has come off your leg.
3. A fire or natural disaster
4. An emergency with your current living situation – or an unsafe living situation that needs to be addressed immediately.

Emergencies are not those regarding your schedule, work, groceries, gas station etc. Do not call the emergency on-call line for anything regarding your schedule or a schedule change request.

Administrative action may be taken for abuse of the emergency on-call line.

Electronic Monitoring Equipment Instructions

A GPS monitoring unit has been placed on your ankle. You must wear this unit at all times. Removal of the unit by anyone other than Boone County Community Corrections is a violation of the program rules and can result in you being charged with Escape, Level 6 Felony under IC 35-44.1-3-4. You are responsible for the equipment and outside of normal wear and tear you can be charged for any damage to the equipment.

Intentional damage can also result in a new charge of Criminal Mischief under IC 35-43-1-2.

Charging your Unit

Charge your tracking unit every morning or every night.

YOU MUST CHARGE ONCE PER DAY

- | | |
|--------|---|
| STEP 1 | Plug the power supply into the wall outlet and the side of the charging station. The PWR LED illuminates green indicating the charging station has power. |
| STEP 2 | Slide the recharger onto the charging station until it clicks and the CHG LED turns red. The recharger is fully charged when the CHG LED turns green. |
| STEP 3 | Remove the recharger and slide onto the tracking unit until it locks in place. The tracking unit LED is solid red while charging. |

- STEP 4 The LED turns solid green when the tracking unit is fully charged and beeps to notify you of a message. Double-tap the tracking unit to hear the BATTERY CHARGED message, and then double-tap again.
- STEP 5 Return the recharger to the charging station.

Officer Initiated Messages

The tracking unit will beep and/or vibrate when your officer has sent you one of the following messages:

- Call your officer now.
- Low battery, recharge unit.
- Please pay your fees immediately.
- Remember your appointment.
- Report to the office immediately.

Acknowledging a message

- STEP 1 The tracking unit beeps and/or vibrates. Double tap the tracking unit.
- STEP 2 The tracking unit's internal speaker plays the message. Listen to the entire message.
- STEP 3 Double tap the tracking unit to acknowledge that you have heard the message.
- STEP 4 Repeat the steps for multiple messages

If you cause damage to your charger or lose your battery recharger you will be charged \$200.00 for a new charger. **DO NOT TAKE YOUR RECHARGING PUCK OUTSIDE OF YOUR HOME.** \$200.00 will be due upon the time of replacement. If you can't afford a replacement, you will be required to report to the office daily to charge your unit in the waiting room until you can pay for a new charging puck.

FREQUENTLY ASKED QUESTIONS

1. Am I allowed to go to lunch during my work hours?

Yes, when filling out your schedule for the week you need to include the time you go to lunch. It must be taken during work hours. It needs to be within a five-mile radius of where working. You must provide a receipt to your case manager.

2. Am I allowed to have knives in the kitchen?

Yes, we allow you to keep kitchen knives in the kitchen. However; they must remain in the kitchen. If not in the kitchen it is no longer considered a kitchen knife and can be a violation of the program.

3. Am I allowed to be on call?

CC does not allow you to be on call. You must fill out your work schedule a week at a time and does not allow for on call times.

4. I am the only adult in the house what do I do about getting my mail and putting out the trash?

When you come and go from the home for work or other scheduled appointments grab your mail and take out your trash at that time.

5. Am I allowed to do anything besides yard work during yard work time?

This is the time for you to do outside maintenance. (ie: Mowing the lawn, removing debris, weeding the garden.) This is a privilege and can be taken away if abused.

6. The program requires weekly payments. I am paid bi-weekly.

Advise the field officer of your pay schedule and you will be allowed to make bi-weekly payments. However, when doing so you must pay two weeks at a time.

7. Can I go to the park for my privilege time?

Use of any privilege time will be determined by case manager on a case by case basis.

8. Is it ok if my employer's home office is in Boone County but we work in Anderson?

NO. You must work in Boone County or a surrounding, connecting county. Exceptions can be made on a case-by-case basis by your case manager.

9. What is a reason to call the on-call number?

The on call number is for emergencies only. This number should not be utilized to request non-emergency schedule changes or for any other purpose other than an emergency.

10. What if work calls and wants me to come in today?

You need to remind your employer you are on home detention and require a 24 hour minimum notice. Changes are not approved if you have not spoken to your case manager or received response from BCCC, and this is **NOT** a reason to call the on-call emergency number. Working on an "on-call" basis is not permitted on BCCC.

11. Why is my start date not the date I was sentenced?

Your executed time or your executed time on HD as a term of probation does not start until a bracelet is placed on your ankle.

12. What is projected release date?

This is the approximate date of your release from home detention. Your PRD is determined from your sentencing order. You must serve the FULL final day of your executed sentence.

13. When can I stop for gas or go to the bank?

Bank stops should be scheduled. Gas stops should occur on the way to or from other scheduled activities. Gas stops should be as infrequent as possible, and you must purchase gas during a gas stop. You must provide your receipts to your case manager.

14. Where am I allowed to stop for food or schedule out for restaurants for privilege time?

You may eat at any establishment in which minors are allowed. You should remain in an area of the restaurant that minors are allowed. For example – Applebee's is permissible so long as you dine in the family section and not the bar.

15. What if I am approved to work at a job that is not in a set location every day?

If you are approved to work at an employer that moves locations, you will be required to fill out a daily work log and provide that to your case manager weekly. This log should include all movement and all locations that you are visiting during your work hours.

16. I was just called in for a drug screen yesterday and it's calling me in again today, do I have to report?

Yes, you must report. Drug screens are random and are not managed by this office. You must report for a drug screen when it calls you in, every time.

APPENDIX OF FORMS

**BOONE COUNTY COMMUNITY
CORRECTIONS PROGRAM**
127 W. Main St.
Lebanon, IN 46052
Phone: 765-482-2484
Fax: 765-483-4414

JOB SEARCH VERIFICATION

NAME: _____

1) DATE _____ TIME ARRIVED _____ AM/PM TIME DEPARTED _____ AM/PM

AGENCY NAME _____ PHONE _____

ADDRESS _____

PURPOSE _____

REPRESENTATIVE (Please Print) _____ SIGNATURE _____

2) DATE _____ TIME ARRIVED _____ AM/PM TIME DEPARTED _____ AM/PM

AGENCY NAME _____ PHONE _____

ADDRESS _____

PURPOSE _____

REPRESENTATIVE (Please Print) _____ SIGNATURE _____

3) DATE _____ TIME ARRIVED _____ AM/PM TIME DEPARTED _____ AM/PM

AGENCY NAME _____ PHONE _____

ADDRESS _____

PURPOSE _____

REPRESENTATIVE (Please Print) _____ SIGNATURE _____

4) DATE _____ TIME ARRIVED _____ AM/PM TIME DEPARTED _____ AM/PM

AGENCY NAME _____ PHONE _____

ADDRESS _____

PURPOSE _____

REPRESENTATIVE (Please Print) _____ SIGNATURE _____

5) DATE _____ TIME ARRIVED _____ AM/PM TIME DEPARTED _____ AM/PM

AGENCY NAME _____ PHONE _____

ADDRESS _____

PURPOSE _____

REPRESENTATIVE (Please Print) _____ SIGNATURE _____

BRING THIS SHEET IN WEEKLY

BOONE COUNTY COMMUNITY CORRECTIONS REQUEST FOR AUTHORIZATION TO RELOCATE

Defendant: _____ Date: _____

Program (circle one): GPS Monitoring Home Detention Day Reporting

Current Address: _____

Relocation Address: _____

Date Requesting to Move: _____

Reason for Relocation: _____

Client Signature: _____

GENERAL INFORMATION

This request form must be completed and returned to Boone County Community Corrections 2 weeks prior to the date you are requesting to relocate. Boone County Community Corrections reserves the right to either accept or deny your request for relocation in accordance to the program rules and procedure.

FOR GPS MONITORING CLIENTS ONLY

The residence in which you are requesting to relocate is subject to a Pre-Walk inspection by a Field Officer. All adult residents 18 and over that live in your residence **MUST BE PRESENT** at the time of the walk-through inspection in order to sign a Co-Resident's Agreement. Relocation to a mobile home, or a multi-dwelling establishment such as a 2-3 level apartment house as a general rule will not be permitted; however, exceptions for such dwellings will be handled on a case-by-case basis.

FOR OFFICE USE ONLY

Date for Pre-Walk _____ Time _____ AM PM Field Officer _____

APPROVED DENIED DATE _____ BY _____

BOONE COUNTY COMMUNITY CORRECTIONS/PROBATION DRUG TESTING PROCEDURES

1. All drug screens will be observed. There will be no exceptions. This is a requirement for participation in the court services programs. All drug screens will be observed by certified officers and chain of custody will be followed.
2. You will have one (1) hour to produce urine when requested. The Officer will give you two (2) observed opportunities only.
3. If you cannot produce a urine sample, you may be offered hair/fingernail testing. The test is \$80.00 and must be paid in advance before the test will be administered and must be within 24 hours of your failed attempt to produce a urine drug sample.
4. All approved prescriptions must be on file at the time of the drug screen or a violation may be filed. You may be given 24 hours to provide a verified copy of the prescription or medical record. All medications past the labeled prescribed dosage date will not be acceptable.
5. If you cannot comply with the above stated procedures, a refusal of drug testing will be filed. This may result in a hearing, removal from the program and/or incarceration.
6. You must verify all information on the collection form you sign is correct every time you are asked to submit a specimen.

I have read and understand the drug testing procedures.

Name

Date

Witness

FOR STAFF USE AT HOOKUP:

Financial Calculation

Hook Up Fee = \$ _____ Admin Fee = \$ _____

Actual days on the program: _____ X _____ per day = \$ _____

Total = \$ _____

I agree to pay the following minimum: weekly \$ _____ bi-weekly \$ _____

I UNDERSTAND THAT IF I FAIL TO PAY THE ASSOCIATED FEES AND BECOME MORE THAN 2 WEEKS BEHIND, ADMINISTRATIVE ACTION MAY BE TAKEN, AND/OR A VIOLATION MAY BE FILED WITH THE COURT.

Client: _____ Date: _____

Witness: _____ Date: _____

Drug Testing Hotline



I understand that I must check in daily to Averhealth to find out if I need to report for a drug screen. I may sign up to receive text messages using the QR code, call **765-416-8080**, or login to **my.averhealth.com**

Daily message line hours are 6:00 AM to 5:00 PM. I understand I must listen to the entire message until I hear a confirmation number, which I am encouraged to keep for my records in the event of any technical difficulty from the system or BCCC.

If told to report, I will need to report to the Boone County Community Corrections/Probation Office **before 3:45 PM** on the same day (no drug screens are collected from 12 – 1 during the staff lunch hour). If I do not report, I understand that a violation may be filed for not complying with the program rules.

My Personal Identification Number is: _____

Name

Date

BCCC Staff Member

ELECTRONIC MONITORING AGREEMENT

I, _____, have been placed in a program requiring continuous supervision via a global positioning system tracking device, hereafter referred to as a GPS tracking device. As a condition of being allowed to participate in this program, I agree to comply with all program requirements set forth in this agreement.

As a condition of my participation in the program, I agree to wear the GPS tracking device on my ankle for the duration of the program and will report as agreed or when required by my case manager or any BCCC staff.

I understand that I will be held responsible for damage, other than due to normal wear to the monitor. I understand that if I do not return the equipment in good working condition, I will be charged for the repair, or the replacement of the monitor as follows:

GPS Bracelet	\$2500.00
GPS Charger	\$200.00
GPS Charging Station	\$200.00

Intentional damage or removal of the GPS tracking system could result in a new charge of Criminal Mischief, Class A Misdemeanor under IC 35-43-1-2 and/ or Escape under 35-44-.1-3-4.

I understand that my fees for supervision on Electronic Monitoring will be the following:

Hook Up	\$140.00
Administrative Fee	\$50.00
Daily Fee	\$15.00

Any cost incurred for replacement or repair of the unit assigned to you.

Any urine drug screen costs' that may be charged if a screen is positive or must be sent to the lab.

I understand that I am to abstain from any and all alcohol and other mood-altering substances. I understand that I must avoid the use of products containing alcohol, including but not limited to mouthwash, medicinal alcohol (including over the counter medications) as well as lotions and body washes. Furthermore, I agree to avoid all foods containing poppy seeds including baked goods. I agree that I will inform my case manager of my use of any over-the-counter medications, and to also inform my case manager of any medications prescribed to me by a licensed health care professional. In addition, I agree to avoid environments in which illegal drugs are in use, and therefore I specifically waive any claims that positive urine toxicology results are due to "secondhand smoke" or other incidental environmental exposure to illegal drug use.

I acknowledge that I have received a copy of this agreement and that it has been explained to be before signing. I further understand that any violations of this agreement will constitute a violation of the program and could result in a violation being filed with the court, or administrative action to be taken.

Client

Date

BCCC Staff

Date

BOONE COUNTY COMMUNITY CORRECTIONS
ELECTRONIC MONITORING SUPPLEMENTAL

___ I understand that I will be confined inside (within the walls of my residence: front door to back door) my home at all times, except when approved by BCCC. This does NOT include garages (attached or detached) patios and porches.

___ If approved to leave my home I understand that I am approved only to go to the location listed on my schedule and must go the most direct route.

___ I understand I am required to abide by a schedule that has been approved in advance. I understand I will not change my schedule without notifying BCCC in advance and obtaining permission from my case manager. I understand if I leave my residence without permission from BCCC and/or fail to return, I will be considered an absconder and a violation with a warrant may be requested. In addition, the Prosecutors Office may file additional charges.

___ I understand that I may be asked to provide written verification of activities that require me to be away from my residence. Proof of timecards, time sheets, and check stubs may be required from my place of employment. I understand that I must provide receipts to serve as verification of activities while using approved privilege time and they must be submitted to my case manager.

___ I understand that prior to a change in residence, employment, telephone number, counseling, or other activities, I am required to contact my case manager to receive approval.

___ I understand I am required to maintain full time employment during by term of placement on BCCC unless I am physically disabled, retired or a full-time student. My employment must have set times and locations unless otherwise approved by my case manager.

___ I understand that during my supervision on BCCC staff will administer individualized risk/needs assessments and other assessment tools. The results of the assessment(s) along with my input will be used to generate a case plan for successful completion of my time with BCCC. I may be required to participate in programing and/or services in-house at BCCC or other services offered in the community.

___ I understand that I am not permitted to possess any weapons, this includes at my home, in my vehicle or on my person upon entering the BCCC office. I understand that this includes pocketknives and box cutters.

___ I understand that I am not to abuse the emergency on-call line. I acknowledge that the emergency on-call number is of emergencies true in nature as outlined in the participant handbook.

___ I understand that I must have a working telephone where I can be reached day or night.

___ I understand I must maintain a permanent residence while on BCCC. If the residence I reside at is not mine, I must advise the owners of the residence that I am on BCCC. All residents must agree to sign the co-resident's agreement to be allowed there outside of visitation times. If parties are unable/unwilling to do so this will not be an approved residence.

___ I understand that I may be given time to do laundry, grocery shop and yard time. I understand that this is a privilege, and I must be in full compliance with all the rules and requirements of BCCC to maintain those privileges. I understand that privilege time can be revoked and removed at any time.

___ I understand that damage or loss of my equipment will result in me being financially responsible for the replacement of the equipment.

___ I understand that if I lose my charging battery, I must pay \$200.00 prior to receiving a new one. If I am unable to afford a new battery, I will be required to report to BCCC daily to charge my unit until I am able to afford the replacement.

___ I understand that any infraction of these conditions may result in a violation being filed or administrative action being taken.

___ I have read and understand this contract, or this contract has been read and/or explained to me. I understand that failure to abide by any of these conditions may result in a violation being filed and/or removal from BCCC programs.

____ The rules of BCCC Home Detention have been explained to me and a written copy has been provided to me. I understand what is expected of me and the possible consequences of failure to comply with the rules and conditions.

Client Signature

Date

Client Printed Name

Boone County Community Corrections Staff

Date

Boone County Community Corrections
127 W. Main St., Suite 200
Lebanon, IN 46052
(765) 482-6505
FAX (765) 483-4414

ELECTRONIC MONITORING PROGRAM CONTRACT

NAME: _____ CAUSE #: _____

ADDRESS: _____

PHONE: (HOME) _____ (WORK) _____ D.O.B. _____

SPECIFIC CONDITIONS OF ELECTRONIC MONITORING CONTRACT

- ____ 1. I, _____, agree to comply with the special conditions stated in this contract, in addition to the Conditions of Probation/Court Order/Bond Stipulation. I am signing this contract with the understanding that failure to comply with any of these conditions may result in a violation being filed with the Court and/or Probation Department.
- ____ 2. I understand that in addition to Judicial review, I will also be subject to administrative disciplinary action for failure to follow the Electronic Monitoring Program Rules
- ____ 3. I understand that while on the Electronic Monitoring Program, I will be under the supervision of Boone County Community Corrections and subject to all rules and regulations of that program.
- ____ 4. I will cooperate with and truthfully answer all reasonable inquiries of staff.
- ____ 5. I understand that I am to inform the appropriate personnel of work schedule, meetings and appointments. I understand it is my burden to provide written documentation immediately upon request of confirmation of locations.
- ____ 6. I understand that I must report to Community Corrections as directed.
- ____ 7. I understand that Boone County Community Corrections or Court Order are the only agencies that may approve any schedule and/or change in schedule, and that I must seek approval at least 48 hours prior to any change, excluding weekends and holidays. Failure to follow the approved schedule could result in a new charge of Unauthorized Leave from Home Detention a Class A Misdemeanor.
- ____ 8. I understand that I will be charged an initial fee, a weekly fee, and other fees as approved by Boone County Community Corrections Department. Payments will be made as determined by the Boone County Community Corrections Department. I understand that failure to make payments as scheduled, or departure from the program with a balance of payments in arrears; may result in any or all of the following:
 - ____ A. A violation may be filed with the Court, Community Corrections and/or Probation Department.
 - ____ B. The Court may enter a civil judgment against me in the criminal case for the amount of the arrearage.
 - ____ C. I may be sued in Civil Court or subject to collection proceedings for the amount of the arrearage, plus costs of the proceedings and attorney fees.

- _____ D. I understand that outstanding fees will be sent to the State TRECS system so that my future tax returns can be intercepted and applied towards outstanding fees.
- _____ 9. I agree to allow the Boone County Community Corrections Department, or anyone acting on their request to enter my residence at any time, without prior notice, and to make reasonable inquiry into my activities and the activities of others in the home. I agree to waive by right against search and seizure, and permit Boone County Community Corrections or any law enforcement officer acting on behalf of the Boone County Community Corrections Department, to search my person, residence, motor vehicle, or any location where my personal property may be found, to insure compliance with my condition of Electronic Monitoring.
- _____ 10.A. I will not consume, or possess on my person or at my place of residence, any alcohol or drugs unless prescribed by a physician. I will submit to drug and alcohol tests immediately upon request. Failure to submit to a test will be considered an admission of guilt. I understand I have one hour from the time notified to produce a urine specimen for drug testing. I will be responsible for the cost of any positive, dilute, or confirmation tests, even if I test positive for a prescription drug which I have a valid prescription.
- _____ B. I will not use or consume any illegal drugs, controlled substances, hemp, hemp products, extracts or mood altering substances. I will not take any drugs unless I possess a current and valid prescription from a legally licensed physician. I will provide the Boone County Community Corrections Department with verification of such prescription. I will not take prescriptions other than as directed.
- _____ C. I will not consume anything containing alcohol, including but not limited to an alcoholic beverage. I will not take medication with alcohol in it (i.e., liquid cold medicine, cough syrup, or mediated mouthwashes). I will not introduce into my body by smoking, inhaling, eating, drinking or otherwise ingesting or applying any consumer product, medication or other substance where the act of doing so is contrary to the manufacturer's specifications and/or warnings and/or where the purpose in your doing so is to obtain a high, euphoria, hallucination, or any kind of intoxication.
- _____ D. I will not be in the company of anyone that is using or possessing alcohol or illegal drugs.
- _____ E. By signing this contract, I waive any objection to the admissibility of the results of the test as they are received by the Court into evidence at any Revocation Hearing. If screen results return diluted, it will be deemed a violation of the contract. I will be responsible for the payment of the cost of said test.
- _____ 11. I understand that I am not to possess on my person or at my place of residence or use any firearm, destructive device, or other dangerous weapon unless granted written permission from Boone County Community Corrections Department or by Court Order.
- _____ 12. I understand that I must have a permanent place of residence and must have approval from Boone County Community Correction Department at least two (2) weeks prior to any change of residence. Further, I understand that no more than two non-relatives may visit at one time.
- _____ 13. I understand that I must reside in _____ County for the entire term of my placement on Electronic Monitoring unless given permission to move by BCCC staff.
- _____ 14. I understand that while on Electronic Monitoring, I will have no contact at my home with anyone on probation, parole, or community corrections unless granted permission by Boone County Community Corrections Department.
- _____ 15. I understand that I must wear the ankle monitor at all times.
- _____ 16. I understand that I am responsible for any damage to the Electronic monitoring equipment; I will not tamper with, attempt to fix, or allow anyone else to tamper with or attempt to fix the equipment. All equipment must be returned to Boone County Community Corrections Department upon termination from the Electronic Monitoring

Program. If I damage the equipment or fail to return the equipment in good condition, the Boone County Prosecutor's Office may charge me with theft and/or criminal mischief.

- ___ 17. I understand that if there are any problems with the equipment, I will contact the Boone County Community Corrections Department immediately.
- ___ 18. I agree to sign a release of information for Boone County Community Corrections Department.
- ___ 19. I understand that I will not work more than two (2) jobs and not more than sixty (60) hours in any one week, unless approved by the Sentencing Court or BCCC staff. I will also be limited to working no more than six (6) days a week and twelve (12) hours a day unless given permission to work more by the Sentencing Court or BCCC staff. I understand, unless granted permission, employment must be in Boone County or a contiguous county.
- ___ 20. I agree to allow the Electronic Monitoring Staff to monitor my employment hours by examining my time cards, contacting my supervisor, and conducting work site visits. I understand that I am required to provide verification of work hours upon request. Failure to do so may result in termination from the program.
- ___ 21. I shall authorize my employer to release all records and information requested concerning my hours of employment, attendance on the job, duties of employment, reporting and dismissal times, and such other information as may be requested by Boone County Community Corrections Department.
- ___ 22. I understand that if a medical emergency arises I must contact the Boone County Community Corrections Department as soon as possible as to the nature and extent of the problem. Failure to notify this office may result in a violation being filed with Boone County Community Corrections and/or Probation Department.
- ___ 23. I understand that if during the term of Electronic Monitoring, my employment is terminated for reasons beyond my control, I may continue on the Boone County Community Corrections Department as long as I begin an intensive job searching and continue in court and/or community corrections mandated treatment.
- ___ 24. I understand that if I lose my job due to poor attendance (unexcused absences), use of drugs, alcohol, or misconduct, a violation will be filed with the Court and/or Probation Department.
- ___ 25. I understand that I will abide by all the laws of any city, state and federal government and that I am not to commit any law violations resulting in a new arrest or summons to Court while on Electronic Monitoring, I understand that I am not to violate any term of a license suspension and/or any restriction of a license. I understand that I am to identify myself as an Electronic Monitoring Program Participant to law enforcement officers.
- ___ 26. I understand that violation of the order for Electronic Monitoring may subject me to prosecution for the crime of Escape under IC 35-44-3-5.
- ___ 27. I understand that Boone County Community Corrections can terminate my participation in this program without notice, if I have any violations of the above conditions.
- ___ 28. If I leave the State of Indiana, with or without permission of Boone County Community Corrections Department, I understand that I waive (give up) my extradition rights and will voluntarily return to Indiana.
- ___ 29. I understand that Boone County Community Corrections has the authority to direct me to substance abuse treatment, school (if I don't have a high school diploma or GED), counseling, or any other program that Boone County Community Corrections has determined to be appropriate for me to attend. Failure on my part to follow through on such directives may result in a violation being filed with the Court and/or Probation Department.
- ___ 30. Special Orders: _____
-

_____ During my term of Electronic Monitoring, if a determination is made that there is probable cause to believe that I have violated any of these conditions, I may be removed from participation in this program and may be incarcerated pending further Court determination. I further acknowledge that if the Court finds that I have violated any one of these conditions, the Court may, without notice to you, revoke the suspended sentence and impose any sentence it may have originally imposed, issue a warrant for my arrest, modify my conditions, or continue placement.

_____ This contract has been read and explained to me, and my signature below acknowledges that I have fully read and fully understand all the terms and conditions of this contract. I further acknowledge that I have initialed each and every term of this Electronic Monitoring contract as I have read and understood each term. I hereby agree to comply with all of the above rules and regulations of the Electronic Monitoring Program. I further acknowledge that I have read and understood the Boone County Community Corrections Electronic Monitoring Program Handbook and agree to comply with all the rules and procedures set forth in it.

Program Participant

Date

Staff Member

Date

For Staff Use Only

Date Issued	Initials of staff issuing	Item	Serial #	Damaged Y or N	Date of return	Name of staff returning
		GPS Unit				
		Charger				
		GPS Unit				

ADULT SEX OFFENDER
ADDITIONAL TERMS OF COMMUNITY CORRECTIONS

Boone County Community Corrections hereby imposes the following special community corrections conditions upon Defendant _____ in Cause No: _____.

The special conditions checked below apply to you as a result of your sex offense conviction and should be initialed by you after you have read these conditions or after these conditions have been read to you. Violation of any of the special conditions checked below can result in a violation being filed with the Court and incarceration.

CHECK ALL CONDITIONS THAT APPLY:

Offender BCCC Staff

Initials Initials

_____ 1. ***Applies only to sexually violent predators:*** A sex offender who is a sexually violent predator (as defined in IC 35-38-1-7.5) shall register with local law enforcement authorities within seventy-two (72) hours of being released to probation in accordance with IC 11-8-8-7(h) and shall comply with all other registration requirements.

***Required as a condition of probation by IC 35-38-2-2.2 for sex offenses listed in IC 11-8-8-4.5. This term has been adopted for purposes of your Community Corrections supervision.**

_____ 2. ***Applies only to sex offenders who are NOT sexually violent predators:*** You shall register with local law enforcement authorities as a sex offender within seven (7) days of being released to/placed on probation in accordance with IC 11-8-8-7 and shall comply with all other registration requirements. ***Required as a condition of probation by IC 35-38-2-2.2 for sex offenses listed in IC 11-8-8-4.5. This term has been adopted for purposes of your Community Corrections supervision.**

_____ 3. ***Applies only to "offenders against children" as defined in IC 35-42-4-11(a) (1) & (2), including sexually violent predators.*** You shall not reside within one thousand (1,000) feet of school property, a youth program center or a public park and you shall not establish a residence within one (1) mile of the victim of your sex offense in accordance with IC 35-42-4-11(c).

_____ 4. You shall not reside within one thousand (1,000) feet of school property (as defined in IC 35-41-1-24.7), as measured from the property line of the sex offender's residence to the property line of the school property, for the period of community corrections, unless written approval is obtained from the court. *Written approval may not be given to an offender who is a sexually violent predator or an offender against children.* ***Required as a condition of probation by IC 35-38-2-2.2(2). This term has been adopted for purposes of your Community Corrections supervision.**

_____ 5. You shall not reside within one (1) mile of the residence of the victim of your sex offense (as defined by IC 35-38-2-2.5(b)) unless granted a waiver from the court. *The court may not grant a waiver for a sexually violent predator or an offender against children.* ***Required as a condition of probation by IC 35-38-2-2.5(c). This term has been adopted for purposes of your Community Corrections supervision.**

_____ 6. You shall not establish a new residence within one (1) mile of the residence of the victim of your sex offense (as defined in IC 35-38-2-2.5(b)) unless granted a waiver from the court. *The court may not grant a waiver for a sexually violent predator or an offender against children.* ***Required as a condition of probation by IC 35-38-2-2.5(e) and (f). This term has been adopted for purposes of your Community Corrections supervision.**

_____ 7. You shall attend, actively participate in and successfully complete a court-approved sex offender treatment program as directed by the court or BCCC staff during the creation of your Case Plan. Prompt payment of any fees is your responsibility and you must maintain steady progress towards all treatment goals as determined by your treatment provider. Unsuccessful termination from treatment or non-compliance with other required behavioral management requirements will be considered a violation of your Community Corrections placement. You will not be permitted to change treatment providers unless the court gives you prior written approval.

_____ 8. You shall not miss any appointments for treatment, psychotherapy, counseling, or self-help groups (any 12 Step Group, Community Support Group, etc.) without the prior approval of BCCC staff and the treatment provider

involved, or a doctor's excuse. You shall comply with the attendance policy for attending appointments as outlined by the court. You shall continue to take any medication prescribed by your physician.

____ 9. You shall not possess obscene matter as defined by IC 35-49-2-1 or child pornography as defined in 18 U.S.C. § 2256(8), including but not limited to: videos, magazines, books, DVD's, and material downloaded from the Internet. You shall not visit strip clubs, adult bookstores, motels specifically operated for sexual encounters, peep shows, bars where partially nude or exotic dancers perform, or businesses that sell sexual devices or aids.

____ 10. You shall be required to inform all persons living at your place of residence about all of your sex-related convictions. You shall notify BCCC staff of any changes in home situations or marital status. You shall have only one residence and one mailing address at a time.

____ 11. You shall not travel alone after 10 p.m. (including but not limited to: driving, walking, bicycling, etc.) unless given permission by BCCC staff.

____ 12. You shall not engage in a sexual relationship with any person who has children under the age of 16 years unless given permission by the court and your treatment provider.

____ 13. BCCC staff must first approve any employment and may contact your employer at any time. You will not work in certain occupations that involve being in the private residences of others, such as, but not limited to, door-to-door sales, soliciting, home service visits or delivery.

____ 14. You shall have no contact with your victim or victim's family unless approved in advance by BCCC staff and treatment provider for the benefit of the victim. Contact includes face-to-face, telephonic, written, electronic, or any indirect contact via third parties.

____ 15. You shall have no contact with any person under the age of 16 unless you receive court approval or successfully complete a court-approved sex offender treatment program, pursuant to IC 35-38-2-2.4. Contact includes face-to-face, telephonic, written, electronic, or any indirect contact via third parties.

____ 16. You shall not be present at schools, playgrounds, or day care centers unless given permission by the court.

____ 17. You shall not participate in any activity which involves children under 18 years of age, such as, but not limited to, youth groups, Boy Scouts, Girl Scouts, Cub Scouts, Brownies, 4-H, YMCA, YWCA, or youth sports teams, unless given permission by the Court.

____ 18. You shall sign a waiver of confidentiality, releases of information, or any other document required that permits BCCC staff and other behavioral management or treatment providers to examine any and all records relating to you to collaboratively share and discuss your behavioral management conditions, treatment progress, and community corrections needs as a team. This permission may extend to: (1) sharing your relapse prevention plan and treatment progress with your significant others and/or your victim and victim's therapist as directed by BCCC staff or treatment provider(s); and (2) sharing of your modus operandi behaviors with law enforcement personnel.

____ 19. You shall participate in and complete periodic polygraph testing at your own expense at the direction of BCCC staff or any other behavioral management professionals who are providing treatment or otherwise assisting BCCC staff in monitoring your compliance with your community corrections conditions.

____ 20. You shall be under intensive supervision and report to BCCC as directed. You shall complete a travel log and/or journal of daily activities as directed by BCCC staff.

____ 21. You shall not access the Internet or any other on-line service or social network through the use of a computer, cell phone, iPod, Xbox, Blackberry, personal digital assistant (PDA), pagers, Palm Pilots, televisions, or any other electronic device at any location (including your place of employment) without prior approval of BCCC staff. This

includes any Internet service provider, bulletin board system, e-mail system or any other public or private computer network. You shall not possess or use any data encryption technique or program.

_____ 22. You shall consent to the search of your personal computer at any time and to the installation on your personal computer or device with Internet capability, at your expense, of one (1) or more hardware or software systems to monitor Internet usage. ***Required as a condition of probation by IC 35-38-2-2.2(3). This term has been adopted for purposes of your Community Corrections supervision.**

_____ 23. You are prohibited from accessing or using certain web sites, chat rooms, or instant messaging programs frequented by children. You are prohibited from deleting, erasing, or tampering with information on your personal computer with intent to conceal an activity prohibited by this condition. ***Required as a condition of probation by IC 35-38-2-2.2(4). This term has been adopted for purposes of your Community Corrections supervision.**

_____ 24. _____

Date

Defendant

BCCC Staff

BOONE COUNTY COMMUNITY CORRECTIONS SANCTION TABLE

Sanctions for Violations

Violations of program rules may result in a variety of sanctions. Sanctions may include but are not limited to the following: loss of any out-of-home privilege, mandatory alcohol/substance abuse education, mandatory cognitive/behavioral programs, loss of good time credit, placement in the Boone County Jail or Department of Corrections or any combination thereof. Furthermore, the violation of any program may also result in a probation violation.

Violations of the program rules will be reviewed and determined on a case by case basis and in accordance with the Boone County Community Corrections Sanctions table.

Written Warning: A written notice of the violation is documented and must be signed by the client and the officer administering the written warning. The written warning is kept in the clients administrative file.

Intensive Case Management: Your case manager and an additional staff member discuss and go over the rule violation. This violation and interaction is recorded and documented. A sanction/ consequence is usually imposed. Failure to follow through with intensive case management requirements may result in further sanctions.

Administrative Hearing: An Administrative Hearing is held in lieu of a violation being filed directly with the court. A defendant waives certain rights to have the rule violation addressed in house. BCCC staff reserves the right to file a violation with the court if determined necessary. A number of sanctions may be imposed as a result of an Administrative Hearing.

Change of Placement: BCCC staff may request that your placement be changed from one program to another due to a violation or in lieu of a violation being filed with the Court.

**LEVEL THREE SANCTIONS
BOONE COUNTY COMMUNITY CORRECTIONS**

3.1 Commission of a crime	Intensive Case Management Administrative Hearing Loss of Good Time Credit Change of Placement with Community Corrections recommended to the court. IE: Work Release/ HD Notice of Violation filed with the Court with a request for a warrant / summons
3.2 Tampering with monitoring device	
3.3 Resisting or fleeing from staff member	
3.4 Failure to follow schedule	
3.5 Failure to follow payment agreement – non- payment	
3.6 Positive urine drug screen	
3.7 Habitual Conduct Rule Violator (3 or more rule violations from Level 1 and 2)	
3.8 Proposing a bribe to staff	
3.9 Posing a threat to public safety	
3.10 Contract Violation	
3.11 Failure to call Drug Screen line	
3.12 Other	

LEVEL TWO SANCTIONS
BOONE COUNTY COMMUNITY CORRECTIONS

2.1 Termination from employment	Written Warning Intensive Case Management Administrative Hearing Programming if appropriate
2.2 Late leave or return over 30 minutes less than 1 hour	
2.3 Unauthorized use of medication (off pill count)	
2.4 Failure to follow schedule	
2.5 Failure to follow payment agreement	
2.6 Failure to follow BCCC Handbook rules	
2.7 Failure to call Drug Screen line	
2.8 Failure to comply with service contract	
2.9 Other	

LEVEL ONE SANCTIONS
BOONE COUNTY COMMUNITY CORRECTIONS

1.1 Failure to provide necessary documentation such as support group meeting sheets, paystubs, time sheets, receipts or medications	Verbal Warning Written Warning Programing if appropriate
1.2 Failure to pay fees	
1.3 Unauthorized use of emergency on call number	
1.4 Failure to attend scheduled meeting/ appointment	
1.5 Failure to call Drug Screen line	
1.6 Other	