HAMILTON COUNTY COMMUNITY CORRECTIONS

Name:_____ Cause Number:_____

CONDITIONS OF JUVENILE ELECTRONIC MONITORING

IT IS THE ORDER OF THE COURT THAT YOU SHALL COMPLY WITH THE FOLLOWING CONDITIONS OF ELECTRONIC MONITORING.

1. I agree to comply with the conditions stated in this contract, in addition to any standard Rules of Probation, if applicable. 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 while on electronic monitoring I will be under the supervision of the Hamilton County Community Corrections, and subject to all rules and regulations of that program.

3. A.) I understand that I may not leave the interior portion of my home at any time without the permission of the Hamilton County Community Corrections. If given permission to leave, I must be accompanied by a parent or legal guardian.
   B.) In order for both myself and my parent or legal guardian to be in compliance with these rules, when outside the home, other than at school, work, or directly engaged in a counseling appointment, I must physically be with (in the presence of) my parent or guardian at all times.
   C.) I understand that I must provide verification of my whereabouts immediately upon request. In addition, I may attend regularly scheduled religious services, educational, treatment or community service programs approved by the Court and/or Hamilton County Community Corrections.
   D.) I understand that it is my burden to provide written documentation immediately upon request to confirm that my absence from the home was due solely to a permissible purpose.

4. I understand that Hamilton County Community Corrections is the only agency that may approve my schedule and/or change in schedule, and that I must request approval at least 24 hours prior to any change, excluding holidays and weekends.

5. I understand that I must attend Hamilton County Community Corrections' check-in as directed. I have been advised of the time and location. Also, I agree to report to the Hamilton County Community Corrections' office immediately upon request.

6. I understand that I will be charged an installation fee, a daily rate, and other fees as approved by the Hamilton County Community Corrections' Advisory Board. Payments will be made by cashier's check, certified check or money order. **NO CASH OR PERSONAL CHECKS** will be accepted. Payments will be made at the time of Community Corrections' check-in. Failure to make payments as required will result in a violation being filed with the Court and/or Probation Department.

7. I agree to allow the Hamilton County Community Corrections Staff 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 my right against search and seizure, and permit Hamilton County Community Corrections or any law enforcement officer acting on behalf of Hamilton County Community Corrections, to search my person, residence, motor vehicle, or any location where my personal property may be found, to insure compliance with my conditions of Electronic Monitoring.

8. A.) I will not consume, or possess on my person, or in my home, any tobacco, alcohol or drugs unless prescribed by a physician. I will submit to drug and alcohol tests immediately upon request. Failure to produce an acceptable sample will be considered and admission of guilt. Any attempt to dilute or alter a urine sample to mask the test results is a violation of this contract. I understand I have two hours from the time notified to produce a urine specimen for drug testing. I will be responsible for the cost of said tests.

   B.) I will not use or consume any illegal drugs, controlled substances, hemp, hemp products, or extracts. I will not take any drugs unless I possess a current and valid prescription from a legally licensed physician.

   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 medicated mouthwashes).

   D.) 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.

9. I understand that I am not to possess a firearm, destructive device or any other dangerous weapon unless granted written permission from Hamilton County Community Corrections. This would include BB guns/pellet guns/CO2 guns/tasers/archery equipment or any other device capable of being employed as a weapon or utilized or used to incapacitate a person. If any such firearms, weapons, and/or devices are present in the home, they shall be secured by the parent or legal guardian and outside the control of the juvenile while he/she is on electronic monitoring.

10. If a student, I will attend all scheduled classes without experiencing disciplinary actions, tardies, or unexcused absences. If I am ill, I will remain at home only with the permission of my parents or legal guardian and must notify the Juvenile Electronic monitoring Officer by 9:30 a.m. In addition, my parents or legal guardian will also be charged with the duty of notifying school officials of such absences, in accordance with school policy, as set out in the school handbook.

11. All transportation not provided by the parent or legal guardian must be approved by the Juvenile Electronic monitoring Officer. If I am a licensed driver, I may, if permitted by the Court, drive to and from school, to and from employment, and to and from counseling appointments.

12. I agree to travel in a direct route to and from my home, or any other permitted destination without making any stops or “side trips”, and to have no unauthorized passengers in my vehicle. “Side trips” are defined as any deviation in the normal route of travel to and from home, work, school, or any other appointments approved by Juvenile Electronic monitoring Officer. I shall remain at work or school during any free time or breaks.

13. 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.

14. I understand that I will not be permitted to work on certain holidays unless I have written confirmation from my employer that I am scheduled to work these holidays. I also understand that I will only be permitted to work these holidays if I can be contacted by telephone at my place of business.

15. 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 Hamilton County Community Corrections.

16. I understand that if I lose my job due to poor attendance (unexcused absences), use of drugs, alcohol, or misconduct, a violation may be filed with the Court and/or Probation Department.

17. I understand that I must have a working telephone with no special calling features such as call waiting, call forwarding, privacy manager, voice mail, caller I.D., or similar features for the whole term of placement on Electronic monitoring

18. I understand that while on Electronic Monitoring, I will have no contact at my home or elsewhere with anyone on probation or parole, unless granted permission by Hamilton County Community Corrections

19. I will not allow friends to be present in my home or on my property while on Electronic monitoring.

20. I understand that I must carry these conditions of Electronic monitoring on my person at all times.

21. I understand that I must reside in Hamilton County for the entire term of my placement on Electronic monitoring

22. I understand that I may not attend or participate in any social or sporting event without prior approval from my Probation Officer. If approval is granted the Juvenile Electronic monitoring Officer must be notified and I must be accompanied by a parent or legal guardian.

23. I will cooperate with and truthfully answer all reasonable inquiries of Community Corrections staff.

24. I understand that I must have a valid picture I.D. on my persons at all times.

25. I understand that I must keep the transmitter on my ankle and the FMD plugged in and attached to my telephone at all times.

26. I understand that I am responsible for any damage to the electronic surveillance 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 Hamilton County Community Corrections upon termination from the Electronic Monitoring Program. If I damage the equipment or fail to return the equipment in good condition, the County will charge me with theft and/or criminal mischief.

27. I understand that if there are any problems with the equipment, I will call Hamilton County Community Corrections as soon as the problem is discovered or as soon as possible during regular office hours.

28. I agree to sign a release of information for Hamilton County Community Corrections.

29. I understand that I am not to commit any law violations resulting in a new arrest or summons to Court while on Electronic monitoring. Failure to obey all Municipal, County, State, and Federal laws may result in termination from the Electronic monitoring Program and the immediate filing of a violation.

30. I understand that if I commit a violation of Electronic monitoring, Hamilton County Community Corrections will report the violation to my Probation Officer and/or the Court for further action.

31. I understand that violation of the order for Electronic monitoring may subject me to prosecution for the crime of Escape under Indiana Code 35-44-3-5.

32. I understand that Hamilton County Community Corrections may terminate my participation in the program without notice if I violate any of the above conditions.

33. Special Conditions:_____

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I have read or had read to me and completely understand and agree to the above conditions and terms of the Electronic monitoring Program. I further acknowledge that I have initialed each and every term of this contract as I have read and understood each term. I am signing these conditions with the understanding that failure to comply with any of the above stated conditions and terms may result in a violation being filed with the Court and immediate termination from the program.

_____ _____

Participant Date

I, the parent or legal guardian of the child under Electronic monitoring, have read or had read to me the terms and conditions of the Juvenile Electronic monitoring Program. I further understand that I have the responsibility of monitoring my child under the terms of Electronic monitoring. I agree to waive my right against search and seizure, and permit Hamilton County Community Corrections or any law enforcement officer acting on behalf of Hamilton County Community Corrections, to search my child's room or any location where their personal property may be found, to insure compliance with the conditions of Electronic Monitoring. **I understand that I must report any violation of the terms of Electronic monitoring to Hamilton County Community Corrections or I could be held in contempt of court.** I also understand that my child will be monitored by Hamilton County Community Corrections through telephone calls, visits to the probation office as well as visits to the child's residence, school, and place of employment.

_____	_____
Parent/Legal Guardian	Date
_____	_____
Community Corrections Staff	Date
_____	_____
Judge	Date

PAYMENT AGREEMENT

I, _____, the parent or legal guardian of _____, understand that I am responsible for the costs of my child's electronic monitoring, pursuant to the attached agreement.

_____	_____
Parent/Legal Guardian	Date
_____	_____
Community Corrections Staff	Date