

HOPKINS COUNTY JAIL

Home Incarceration Program Rules and Conditions

I, _____, understand that the court has granted me the opportunity to participate in the Home Incarceration Program being operated by the Hopkins County Jail. I further agree and/or acknowledge the following:

1. I will be charged a nonrefundable \$15 per day fee a one time \$30 booking fee, and a \$5 drug test fee if the results are negative or \$25 if the results are positive as required. All are to be paid according to the arranged payment plan. The initial payment will be for the entire program cost or one or two weeks of the daily fee plus the booking fee and a drug test fee. All payments must be made by money order. I will be required to take a drug test when I start the Home Incarceration Program. If I fail the drug test my Home Incarceration will be revoked. It is my responsibility to advise the Hopkins County Jail of any changes of address, employment, or telephone number. There will be an additional \$50 hook-up fee anytime I change my address. I understand I may be charged a reset fee if the installer has to reset my equipment multiple times. Fees are subject to change without notice. I understand that payment in full is a condition of successful Home Incarceration Program completion. I also understand that these fees are due and payable regardless of bankruptcy filing on my part. I understand failure to pay any Home Incarceration fees can result in a violation of the program and prosecution for theft of services.
2. I know that I am to be monitored by a tamper-alert, non-removable transmitter, and that I agree to wear it 24 hours a day during the entire period of my Home Incarceration.
3. I understand that I will be monitored by the use of GPS tracking equipment. The purpose of the equipment is to monitor my compliance with my curfew. The curfew restrictions may also be verified by calls and personal visits to my residence. I acknowledge that the loss of signal or the receipt of a tamper signal indicating my absence from the home during a curfew period is in violation of the agreement and physical evidence indicating that the monitoring device has been tampered with or removed shall constitute a violation of the agreement and a violation of my Home Incarceration Program. Tampering with or destroying my monitoring equipment will result in termination from the program and may result in criminal prosecution.
4. I agree to remain at my residence at all times except at those times approved in advance by the court or the Jailer or his designee. I will not leave my residence at any other time, except in case of a life threatening emergency. I will report to the Home Incarceration deputy via phone by 8 a.m. the following day of such emergency. I understand that I will be required to furnish written documentation via fax to verify a departure from my court approved schedule. I will not knowingly provide false or misleading information to a Hopkins County Jail deputy or the court in an attempt to defeat the system. Any work and/or counseling release shall be made in accordance with the terms and conditions of the Assignment Order made by the court. I agree to release any and all information pertaining to my employment to the Hopkins County Jail as necessary to participate in the Home Incarceration Program. Any violation of the Assignment Order constitutes a violation of the terms and conditions of the program and may result in termination of the

program. I must produce a work schedule from my employer on company letterhead, or a printout of my school schedule. I will be given a schedule to go by. This schedule will allow me to go to work, Alcohol Education Classes, A.A. meetings, doctor's appointments, and school; as approved by the court. Any additions to this schedule will require advanced approval from the program director. I will be allowed to seek emergency medical treatment. If I am found in a place that has not been authorized by the program director, I may be arrested and lodged in the Hopkins County Jail. I shall call the Jail at 821-6704 to advise when leaving and returning to the residence for any event that is not scheduled. I am aware that any approved travel time shall only include direct transportation to and from the designated places. Any exception from my daily schedule (additional time out) must be approved in advance, by telephone, through the Home Incarceration Program. I will be required to give at least 24 hours notice by calling 821-6704. Leaving my residence or place of employment without prior authorization may result in me being charged with the crime of escape.

5. I acknowledge that I will neither use nor possess any alcoholic beverages nor shall others be permitted to use or possess alcoholic beverages in my residence during my Home Incarceration period. I further acknowledge that I will neither use nor possess any controlled substances nor knowingly be in the presence of others who are using or are in possession of controlled substances while in the Home Incarceration Program except for required prescription medication. I understand that I may be subject to random drug or alcohol tests at any time during my Home Incarceration period. I will not possess drug paraphernalia on my person or at my residence. If these items are found at my residence it will be assumed that I am partaking in the activity and I may be arrested.
6. I will not possess or carry a firearm or other lethal weapon while on Home Incarceration.
7. I shall not violate any law or ordinance of this state, any other state, or the United States. If I am arrested, cited, or served with a Criminal Summons/Emergency Protective Order/Domestic Violence Order or if I am questioned by any law enforcement official I will report this within 72 hours to my Home Incarceration deputy.
8. Visitors to the residence shall be limited to immediate family and such persons necessary for medical treatment or cleaning and maintenance.
9. I understand I shall avoid associating with any convicted felon and shall not visit residents of jails or prisons.
10. (Clients of the Home Incarceration Program are expected to fully cooperate with the staff of the Hopkins County Jail in their efforts to properly monitor clients' activities. All conversations with the staff of the Hopkins County Jail can be recorded and are admissible as evidence in a court of law.) I understand that my Home Incarceration deputy may visit my residence and place of employment at any time. I understand that I will maintain only one residence and shall not change my residence without approval of my Home Incarceration deputy. I agree to allow agents of the court to enter my home during the period of my Home Incarceration sentence to verify compliance with all terms and conditions of my Home Incarceration Program. Upon the request of a Hopkins County Jail deputy, I agree to submit to a search of my person and any purse, bag, or package that may be in my possession.

11. **Home Incarceration is a privilege.** Failure to observe the rules may result in termination. Participants are inmates serving their sentence in a special arrangement. If, in the judgment of the Home Incarceration Program, there is reason to believe that a violation has occurred, home detainees will be returned to court for termination. Under certain circumstances, a violation could constitute a felony offense of escape. In the event of a violation of any of the terms and conditions of the program, I may receive NO credit for time served. I may be brought before the court and may be made to serve the entire term of incarceration, as was originally imposed. I will agree that a violation as determined by a Home Incarceration deputy will be considered evidence that I have violated the Home Incarceration rules or my curfew, and I will further agree that the computer printout can be used as evidence against me.
12. I understand that I will be held responsible for any damage, intentional or accidental to the equipment. If I do not return the equipment, or do not return it in the condition I received it, I will be charged for the repair or replacement of the equipment (up to \$3000). Failure to do so may result in criminal charges being filed against me.
13. I shall comply with any other reasonable conditions required by the court or the Jailer or the Jailer's designee.
14. I will agree to release the State, Sentencing County, the Sentencing Municipality, and any deputy, official, agent, service provider or employee of the foregoing from all liability and claims thereof if I should be injured in any way while participating in the Home Incarceration Program.
15. I agree Behavioral Interventions, its agents and employees, are not liable for any damages incurred as a result of my wearing or tampering with the device and any damages associated with my wearing or tampering with the device as a result of my own negligence.
16. I acknowledge that the Home Incarceration Program has been explained to me. I have chosen freely to participate in the program.

The above conditions have been read by me and/or fully explained to me, and I do fully understand and hereby agree to abide by these conditions. Any violation of any of these conditions may cause my removal from the Home Incarceration Program. I further agree to waive the right to receive credit for any sentence of imprisonment imposed if I violate any requirements of the sentence of the Home Incarceration Program.

PARTICIPANT'S SIGNATURE

DATE

JAILER OR DESIGNEE

DATE