

STATE OF INDIANA
COUNTY OF HAMILTON

SS: IN THE HAMILTON SUPERIOR COURT 5

STATE OF INDIANA
v.
SHELLY MARIE KOROUS

CAUSE NO.: 29D05-1809-F6-006823

Withheld Prosecution and Pretrial Diversion Agreement with Mental Health and Substance Abuse Conditions Pursuant to Ind. Code § 33-39-1-8

Comes now the State of Indiana by D. Lee Buckingham, II, Prosecuting Attorney for the 24th Judicial Circuit, Hamilton County, Indiana, and his agent for the Pretrial Diversion Program, and Shelly Marie Korous, the Defendant. The State of Indiana and the Defendant enter into the following agreement pursuant to Indiana Code § 33-39-1-8:

I. The State of Indiana agrees to withhold prosecution of the charges in this cause and, upon the successful completion of all of the terms contained herein by the Defendant, to dismiss said charges at the end of this agreement period (24 months). Dismissal of the charge(s) by the State is contingent upon the Defendant's compliance with each and every term of this Agreement.

II. Shelly Marie Korous (hereinafter referenced within these paragraphs as *Korous*), if unrepresented, hereby acknowledges that she has attended the initial hearing and has been advised of the charge(s) pending under this cause, the potential penalties, and of her constitutional rights in proceeding on this matter, including her right to be represented by an attorney, and to have an attorney appointed to represent her by the court, at no cost to the defendant, if she is found to be indigent.

Signature of Shelly Marie Korous:

Shelly Marie Korous

III. Korous recognizes that a defendant has the right to be brought to trial within a reasonable period of time. Specifically, a defendant who is not in jail has the right, with some exceptions, to have her case tried by a judge or jury within one (1) year of the date that the case was filed. By signing this agreement, Korous agrees to give up this right.

Signature of Shelly Marie Korous:

Shelly Marie Korous

IV. Korous *affirms*, under the pains and penalties of perjury (a crime committed when a person makes a false, material statement under oath or affirmation, knowing the statement to be false or not believing it to be true), which is specified by Indiana Code § 35-44.1-2-1 as a level 6 felony punishable by up to two and one-half (2 ½) years in prison and a \$10,000 fine, that the following representation *is true*: *Korous has not received a ticket, summons to appear in court, previous pretrial diversion, or been arrested for any criminal offense prior to today's date (other than this case). This truthful assertion of no prior criminal history is material – that is, necessary and important – to her eligibility for pretrial diversion. An arrest includes any time Korous has been booked at a jail or arrestee processing center. A summons is usually issued with a promise to appear in court.*

Korous also agrees to obey all local, state, and federal laws and that she will not be arrested for and will not commit any criminal offense during the period of this Agreement.

Further, Korous agrees to report any contact with law enforcement within twenty-four (24) hours to the Diversion Coordinator at (317) 776-8415.

Signature of Shelly Marie Korous: *Shelly Marie Korous*

V. Shelly Marie Korous agrees to --

A. Satisfy any and all payment obligations, which include:

1. Pay \$719.00, which represents a \$75.00 initial user fee and \$480.00 monthly user fees pursuant to I.C. 33-39-1-8 (e)(1) and I.C. 33-37-4-1 (c), as well as a \$120.00 deferred prosecution fee required under I.C. 35-37-5-17 and \$44.00 for other statutorily required fees under I.C. 35-37-5. Payment of the full amount shall be made to the Clerk of the designated court, Hamilton Superior Court 5. Parties agree that the total sum of \$719.00 shall be paid in full at or before the time in which the diversion agreement is entered.

2. Present a receipt for the above payment to the Hamilton County Diversion Coordinator upon entering into this Agreement. Please note that there are NO EXTENSIONS OF TIME FOR PAYMENT OF THE DIVERSION FEES OR DELIVERY OF THE RECEIPT. *Failure to make the Diversion fee payment or delivery of the receipt will result in the Diversion Coordinator certifying this failure to the Hamilton County Prosecuting Attorney's Office for the resumption of the prosecution of this cause;* and

3. Pay any and all fees and costs associated with this cause and assessed either prior to signing the Diversion Agreement or subsequent to such signing, including, but not limited to, Public Defender Fund and urine drug screen fees.

B. Korous agrees to work faithfully at a suitable employment or faithfully pursue a course of study or career and technical education that will equip the person for suitable employment

C. Korous agrees to undergo available medical treatment or appropriate counseling as agreed to by the parties and, if required, remain in an appropriate facility for such treatment.

D. Korous agrees to support her dependents and meet family responsibilities.

E. Korous agrees to refrain from harassing, intimidating, threatening, or having any direct or indirect contact with the victim, the victim's spouse or partner, the victim's parents, the victim's siblings, and the victim's children.

F. Korous agrees to report to the Hamilton County Prosecuting Attorney's Office at reasonable times as directed by the Diversion Coordinator.

G. Korous agrees to truthfully answer all reasonable inquiries posed by the Hamilton County Prosecuting Attorney's Office, Diversion Coordinator, or agent, and shall promptly (within 7 days of a change) notify the Hamilton County Prosecuting Attorney's Office, Diversion Coordinator, or agent of any change in address, telephone number, other contact information or employment.

H. Korous agrees to perform and fully complete the Special Conditions indicated on the separate page entitled Special Conditions of Pretrial Diversion for Shelly Marie Korous.

VI. Drugs and Alcohol.

- a. The State of Indiana and Korous agree that the use or possession of any illicit drug by Korous during the diversion period shall constitute a violation of the Diversion agreement that may result in termination of the agreement and return of the case to the trial docket, or may cause additional conditions or time to be added to the terms of Diversion.
- b. The State of Indiana and Korous agree that Korous shall, when so directed by the diversion coordinator, report within seventy-two (72) hours to an approved drug screening lab or other approved facility for a certified breath test, chemical test, or urine screen to determine whether Korous has consumed any alcoholic beverage or intoxicant (if restricted) or controlled substance in violation of this agreement. Moreover, these tests can be administered to determine whether Korous has ingested or been in the presence of any controlled substance. Korous acknowledges that, except as set out in paragraph D below, any positive breath test, chemical test or urine drug screen obtained after the Defendant has entered the diversion program shall constitute a violation of the Pretrial Diversion Agreement by Korous that shall result in immediate termination from the Diversion Program. The parties hereby agree that the cost for any urine screen test or other drug test performed pursuant to this agreement shall be paid by Korous.
- c. The State of Indiana and Korous agree that Korous must not provide a dilute urine drug screen sample at entry or at any time within the Diversion term. Korous shall not drink excessive amounts of fluids the 24 hours preceding a urine drug screen, doing so may result in a dilute screen. A dilute urine drug screen is considered a violation of this Agreement.
- d. The State of Indiana and Korous agree that an initial urine drug screen may be required upon entering the program. The State of Indiana and Korous agree that any positive result obtained from a drug screen administered at the time Korous enters the program will form a baseline for subsequent tests.
- e. The State of Indiana and Korous agree that Korous shall not attempt to alter any urine drug screen submitted as part of the Diversion Program. The State of Indiana and Korous agree that doing so will result in Korous being immediately terminated from the program. New charges may also be filed under I.C. 35-43-5-19, as interfering with a drug or alcohol screening test, which is a Class B Misdemeanor punishable by up to one hundred eighty (180) days in jail and a fine of not more than one thousand dollars (\$1,000.00).

[Note: The remainder of this page has been left blank intentionally.]

VII. Korous specifically represents that her:

- A. Date of birth is 6/14/1978
- B. Address is 15427 Alexandria Ct
Westfield, IN 46074
- C. Telephone number is 317 - 850 - 3433
- D. E-mail address is smkorous@hotmail.com

Korous specifically acknowledges that failure to comply with each and every term or requirement of this Agreement will result in the Prosecuting Attorney proceeding with the prosecution of this matter. Korous specifically acknowledges that failure to comply will also result in the waiving of repayment of any fees paid under this agreement. Further, if the Prosecuting Attorney determines that he shall proceed, he may do so without notice, and the Prosecuting Attorney may request the Court to issue a warrant for the arrest of Korous. Korous understands that the Prosecuting Attorney may or may not, at the Prosecuting Attorney's discretion, issue notice to Korous if she is not in compliance with this Agreement. Such a written notice, by Agreement, is not required; however, if the Prosecuting Attorney's Office does elect to mail a written notice to Korous, it shall be sent to the address specified in this Agreement unless Korous has notified the Hamilton County Prosecuting Attorney's Office of a change of address.

KOROUS, UNDER PENALTY OF PERJURY, ACKNOWLEDGES THAT BY SIGNING THIS AGREEMENT SHE IS ADMITTING THAT PROBABLE CAUSE EXISTED AT THE TIME THESE CHARGES WERE FILED, AND THAT SUCH ADMISSION MAY BE USED AGAINST HER IF PROSECUTION OF THESE CHARGES IS RESUMED BY REASON OF TERMINATION FROM THE PRETRIAL DIVERSION PROGRAM.

Signature of Shelly Marie Korous:

Shelly Marie Korous

/s/ Jane Ruemmele

Signature of Defense Counsel (if represented):

Special Conditions of Pretrial Diversion for Shelly Marie Korous

Community Service

Korous agrees to perform fifty (50) hours of community service by a schedule and in a work site designated or pre-approved by the Diversion Coordinator. Such community service shall be completed in its entirety at least ninety (90) days prior to the end of the diversion agreement period unless extended or modified by the Coordinator. Korous further agrees to furnish proof of completion of this requirement to the Diversion Coordinator by the specified date. Korous agrees that under NO CIRCUMSTANCES shall she pay a fee for the purpose of securing a letter reporting Korous has performed a certain number of community service hours. Any attempt to submit such documentation will result in termination from the Diversion Program.

Signature of Shelly Marie Korous: Shelly Marie Korous

Substance Abuse Education, Counseling, & Treatment

Korous shall refrain from the consumption, possession, or transportation of any alcoholic beverage or intoxicating liquor. Korous shall not enter any bar or liquor store where alcoholic beverages are sold or consumed or that you must be at least 21 years of age to enter. Moreover, Korous shall not transport, possess, consume, or be in the presence of any controlled substance (illegal drug) unless legally prescribed by a licensed physician. Korous acknowledges that this condition is in effect for the entire term of this Agreement.

Korous agrees to submit to a drug/alcohol evaluation within forty-five (45) days of beginning the Diversion Program at an agency approved by the Diversion Coordinator. This evaluation must be scheduled within seven (7) days from the official start date of the Pretrial Diversion Program and must be performed by a certified drug/alcohol counselor. The results of the evaluation, including an appropriate recommendation for either treatment and/or education program, must be provided to the Diversion Coordinator within ninety (90) days from the official start date of the Pretrial Diversion Program. Korous must complete any recommended treatment or education classes to satisfy this requirement within one-hundred eighty (180) days from the official start date of the Pretrial Diversion Program. Korous must pay all related fees in full. There is a minimum requirement of an 8-hour alcohol education class and Korous agrees to complete such minimum should the evaluation include a recommendation for something less than an 8-hour class. Classes purchased from an on-line provider is not an acceptable manner in which to complete an education class.

Signature of Shelly Marie Korous: Shelly Marie Korous

Mental Health Assessment and Education, Counseling, & Treatment

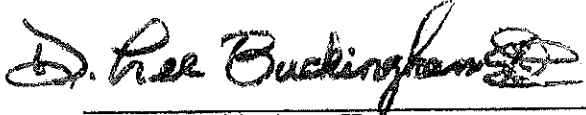
Korous agrees to submit to a mental health assessment within sixty (60) days of beginning the diversion program at a provider approved by the Diversion Coordinator. This evaluation must be scheduled within thirty (30) days from the official start date of the Pretrial Diversion Program and must be performed by a certified mental health professional. The results of the evaluation, including an appropriate recommendation for either treatment and/or education program, must be provided to the Diversion Coordinator within ninety (90) days from the official start date of the Pretrial Diversion Program. Korous must engage in and continue any recommended treatment or education classes to satisfy this requirement within thirty (30) days of receiving the results of the required evaluation. Korous must pay all related fees in full. Korous must execute a verified release of information (ROI) such that any and all assessments, treatment notes, recommendations, or the like can be shared by the provider with the Diversion Coordinator. Korous shall have a continuing obligation to provide any documentation received from the mental health professional to the Diversion Coordinator.

Signature of Shelly Marie Korous: Shelly Marie Korous

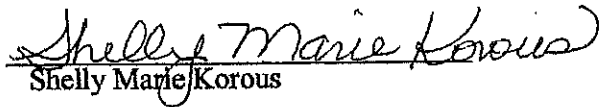
DATE OF AGREEMENT AND SIGNATURES

I, **Shelly Marie Korous**, being duly sworn upon my oath, do hereby swear or affirm under penalties of perjury, that I have read all of the provisions of this Agreement, including the Special Conditions, AND that I have been provided with a copy of the same, and that I understand said provisions, and that I will accept them as binding upon me and enter this Agreement of my own free will. In addition, I state that all of the information provided by me and contained in this Agreement is true.

Dated this 30th day of November 2020.



D. Lee Buckingham, II
Prosecuting Attorney, 24th Judicial Circuit
State of Indiana



Shelly Marie Korous

/s/ Jane Ruemmele

Attorney for Defendant