
HOME CONFINEMENT PROGRAM PARTICIPANT AGREEMENT

1. I, _____, have been placed in the Home Confinement Program. I agree to comply with all program rules set forth in this agreement and the instructions of my probation or pretrial services officer. Failure to comply with this agreement or the instructions of my officer is a violation of supervision and may result in an adverse action. I agree to call my officer immediately if I have any questions about these rules or if I experience problems with the monitoring equipment.
2. I will remain at my approved residence everyday from _____ to _____. (Curfew)
3. I will remain at my approved residence at all times, except for activities approved in advance by my probation or pretrial services officer. Regularly occurring activities are provided for in a written weekly schedule which will remain in effect until modified by my officer. I must obtain my officer's advance permission for any absences away from home not included in my written schedule.
4. I agree to maintain telephone and electrical service in my residence, at my own expense. I agree that I will not make any changes in the telephone equipment or services at my residence without prior approval of my officer. I agree to provide copies of my monthly telephone and electric bill when requested by my officer.
5. I understand that my officer will use telephone calls and personal visits to monitor my compliance. When I am at home, I agree to promptly answer my telephone or door. If I fail to answer my telephone or door when I am supposed to be at home, my officer will conclude I am absent and in violation of my home confinement restrictions.
6. I understand that my officer must be able to locate me at all times when I am away from home. If I do not have a job with a fixed location, my officer must be able to locate me by calling my employer. I also understand that jobs that do not meet these requirements are not permitted while I am in the home confinement program. I understand that all job changes require advance approval from my officer.
7. I will not deviate from my approved schedule except in an emergency. I will first try to get the permission of my officer. If this is not possible, I will call my officer as soon as I am able to do so. If I call during non-business hours, I will leave a message on my officer's answering machine, including my name, the date, the time, a brief description of the emergency, and my location or destination. I agree to provide proof of the emergency as requested by my officer.

ELECTRONIC MONITORING

8. While in the home confinement program I agree to wear a non-removable wrist/ankle transmitter that will be attached by my officer.
9. I agree to allow a home monitoring unit (HMU) to be connected to the telephone and the telephone outlet at my residence.
10. I acknowledge receipt of HMU number _____ and transmitter number _____. I understand I will be held responsible for damage, other than normal wear, to the equipment. I also understand if I do not return the equipment, or do not return it in good condition, I may be charged for replacement or the repair of the equipment and I agree to pay these costs.

11. On the telephone line to which the monitoring equipment is connected, I agree to not have the following special services: call waiting, call forwarding, caller ID, caller ID block, three-way calling and conference calling. I further understand that the home monitoring equipment cannot share a telephone number with computers with modems, fax machines or answering machines.
12. The HMU must be connected to a static-free telephone line with adequate volume.
13. I understand that upon entering the residence, I cannot use the telephone for 10 minutes. I further understand that I cannot answer the telephone on the first ring; I cannot unplug the telephone line after installation; I cannot unplug the HMU power cord after installation. I agree not to tamper with, move or disconnect the HMU. I agree not to tamper with the transmitter. I may only remove the transmitter in the event of a life threatening emergency or with the prior permission of my officer.
14. I cannot place anything on top, in front, to the side or in back of the HMU. I cannot hang any pictures, mirrors or metal signs near the HMU. I further understand the HMU should be placed in my bedroom at least three feet above the ground on a nonmetallic surface. The HMU cannot be near a computer, television or stereo system, in front of a mirror, in front of a window, in direct sunlight or on an outside wall of the residence.
15. I agree to allow authorized personnel to inspect and maintain the transmitter and HMU.
16. I agree to notify my officer immediately if I lose electrical power at my residence, if I have to remove the transmitter because of an emergency, or if I experience any problems with the monitoring equipment. During non-business hours, I agree to call my officer and leave a message at the designated number, including my name, the date, the time and the nature of my problem. If there is a power problem, I agree to call and leave another message when the power is restored. My contact number(s) is/are _____ or _____.
17. I understand and agree that telephone calls from the monitoring contractor to my residence may be tape recorded by the monitoring contractor.
18. I understand that I may be ordered to pay all or part of the daily cost of my electronic monitoring. If so ordered, I agree, as directed by my officer, to pay monitoring costs of _____ per day, on a schedule set forth in a separate payment agreement. I will submit payments directly to the monitoring contractor and provide verification of such. Payments will be mailed to:

I acknowledge I received a copy of these rules and they were explained to me. I understand I must comply with these rules from _____ to _____, or until otherwise notified by my probation/pretrial services officer. I further understand that any violations of these rules will constitute a violation of supervision and may cause immediate adverse action.

Participant

Date

Officer/Witness

Date