

## STATE OF ALASKA DEPARTMENT OF CORRECTIONS

## **Electronic Monitoring Terms and Conditions**

	Offender Name:		
	Offender #:		
	I understand that my placement on electronic monitoring (EM) may be revoked by the Department of Corrections (DOC). I understand that any violation of EM terms and conditions or conduct or activity that reflects a disregard for the rights of others shall be sufficient cause to terminate my EM participation.		
	I understand and agree to the following conditions during my participation in EM:		
1.	I will only reside in my approved residence at: (Initial:)		
2.	I will obey all state, federal, and local laws, ordinances, orders, and court orders. (Initial:)		
3.	I understand that special conditions imposed in Court Order may be enforced while on Electronic Monitoring. (Initial:)		
4.	I will report to the EM office located at:		
5.	I shall have no contact with my victim(s). (Initial:)		
6.	I will maintain full-time work and/or school during my house arrest confinement period unless otherwise authorized by EM officers. I will notify EM officers of unplanned changes in employment status immediately. (Initial:)		
7.	I will obtain prior approval from EM officers before changing my employment, required treatment, and/or my residence. (Initial:)		
8.	I will not be the sole guardian, babysitter, or custodian / primary caregiver for any person(s), children, or pets without approval from EM officers. (Initial:)		
9.	I will obtain prior approval from EM officers before having visits from friends, family members, and/or associates to my residence with the exception of unannounced visits (i.e., public, and local business persons). (Initial:)		
10.	I understand the house arrest confinement restrictions will be enforced by the use of electronic technology to ensure compliance. (Initial:)		
11.	I may be required to install and maintain a telephone line, high quality. I understand that caller ID, call waiting, call forwarding, voice mail, and answering machines are strictly forbidden while on EM. (Initial:)		
12.	I will not tamper with, disconnect, move, or remove any of the monitoring equipment (including phone and power cords). (Initial:)		



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13. I will abide by all schedules and restrictions placed on me while participating in EM. I agree to remain in my approved

	residence at all times, except for those hours approved by the EM officers to fulfill employment, school/training, medical/treatment programs, and/or special authorized leave. I agree to go directly to the place(s) authorized and return directly to my approved residence. (Initial:)
14.	I understand that an unauthorized deviation from my approved schedule could result in termination from the program. In the event of an emergency (i.e., medical emergency, fire), I will contact EM officers as soon as possible following the emergency situation. I understand I will be required to provide full documentation of the emergency situation. (Initial:)
15.	I agree to pay the cost of electronic monitoring. The total cost to be paid per day shall be \$12 / \$14 (circle one). The total cost then will be \$84 / \$98 (circle one) per week. I understand payments will be made to the Department of Corrections in installments one (1) week in advance and prior to installation. If removed from the program for a violation, I agree to forfeit all funds paid in advance. Money order, certified check, and/or cash must be used to make payments. Personal checks will not be accepted. I agree that any accrued EM payments that remain unpaid at the time of my re-entry into a DOC facility may be deducted from my Offender Trust Account, subject to the provisions of AS 33.30.201. (Initial:)
16.	I understand that I will be held responsible for damages (other than normal wear and tear) to the equipment. I further understand that if the equipment is not returned in good condition, I will be charged for replacement on release and hereby agree to pay for it. (Initial:)
17.	I will report any problems with the electronic monitoring or alcohol testing equipment immediately to DOC staff. (Initial:)
18.	I agree that the Department of Corrections and the vendor providing the electronic monitoring equipment are not liable for any damages and/or injuries as a result of wearing or tampering with the monitoring device. (Initial:)
19.	I agree that the Department of Corrections, or its officers, have no responsibility to provide food, shelter, clothing, medical care, or dental care during my house arrest confinement period. (Initial:)
20.	I will not drive a motor vehicle of any kind (including but not limited to cars, trucks, 4-wheelers, snow machines, motorcycles, and boats) without prior written approval from EM staff. (Initial:)
21.	I agree to have no non-employment related, non-reentry related contact with a convicted felon without the permission of EM officers. I agree to have no contact with, or be in a position of authority over, offenders who are under any kind of DOC supervision without the permission of EM Officers. (Initial:)
22.	I will allow DOC staff and/or police to enter my residence to install, maintain, repair, or inspect the monitoring equipment and/or verify compliance with the terms and conditions of EM. (Initial:)
23.	I will <u>not</u> consume or possess alcoholic beverages of any kind, nor enter any establishment where alcoholic beverages are sold, stored, or dispensed as the primary business of the establishment. Further, I agree not to use any personal hygiene products such as mouthwash, cologne, etc. that contain alcohol. Also, I will not use cleaning products such as Lysol ™ that contain alcohol while enrolled in EM. (Initial:



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24.	paraphernalia, nor be in the presence of persons consuming or possessing the same. (Initial:)
25.	I will submit to breath and urine tests for analysis for alcohol, drugs, or metabolites of drugs upon request of the EM officers. I understand refusal to submit to a breath or urine test upon request is a violation of the program. Any positive test for alcohol or drugs may result in termination from EM. A negative UA sample must be provided prior to placement on EM. (Initial:)
26.	I will, upon request by DOC staff, submit to a search of my person, personal property, residence, or any vehicle which I own or under which I have control for the presence of contraband. (Initial:)
27.	I will not possess any firearms, ammunition, explosives, or deadly weapons on my person, within my approved residence, or within my vehicle. (Initial:)
28.	I will immediately report all law enforcement contacts to EM officers. (Initial:)
29.	I will not enter into any agreement or other arrangement with any law enforcement agency which will place me in the position of violating any law or condition of EM. I understand that Department of Corrections policy prohibits me from working as an informant. (Initial:)
30.	I hereby waive any right to an extradition hearing if I leave the State of Alaska while on EM. (Initial:)
31.	In accordance with local policy, a home inspection will be completed prior to installation to ensure there are no weapons, alcohol, drugs, or drug paraphernalia. (Initial:)
32.	I understand that any violation of the above listed terms and conditions will subject me to disciplinary procedures as stated in DOC P&P 809.04 and DOC P&P 902.16. (Initial:)
33.	I understand that I will not earn statutory good time while on EM if I committed the offense or probation/parole violation on or after 07/09/19. (Initial:)
	, hereby acknowledge that I have read or had read to me the terms and conditions of EM. I further certify that I understand the contents and agree to the terms and conditions of EM:
(	Offender Printed Name Offender Signature Date