



San Diego County SHERIFF'S DEPARTMENT

HOME DETENTION ELECTRONIC MONITORING RULES AND REGULATIONS

I, _____, having been accepted to participate in the Home Detention Electronic Monitoring Program, hereby agree to comply with the following rules and regulations set forth from the time the electronic equipment is installed on my person until the time I am released from custody and/or removed from the program.

1. I shall remain within the interior premises of my residence during the hours designated by the Sheriff's County Parole and Alternative Custody (CPAC) Unit.
2. I shall admit any CPAC staff member, San Diego Sheriff's Deputy, or peace officer into my residence at any time for purposes of verifying my compliance with the conditions of my detention.
3. I shall agree to the use of electronic monitoring, which may include global positioning system devices or other supervising devices, for the purpose of helping to verify my compliance with the Rules and Regulations of the Home Detention Electronic Monitoring Program. The devices shall not be used to eavesdrop or record any conversation, except a conversation between me and the person supervising me which is to be used solely for the purposes of voice identification.
4. I shall agree that the CPAC staff may, without further order of the court, immediately remove me from the program and take me back into custody to serve the balance of my sentence if:
 - a. The electronic monitoring or supervising devices are unable for any reason to properly perform their function at my residence,
 - b. I fail to remain within or return to my residence as stipulated in the agreement,
 - c. I no longer meet the established criteria for the program,
 - d. The electronic monitoring equipment is tampered with or deliberately damaged, and/or
 - e. I am not in compliance with the Rules and Regulations of the program.
5. I shall not tamper with, deliberately damage, or remove the electronic monitoring equipment. In doing so, I may face additional fees as a result of tampered or damaged equipment and/or I could be arrested and charged for an Escape (PC 4532(b)(2)) and serve a sentence of up to six years in state prison.
6. I understand that if I am denied participation in or removed from the program, I will be notified in writing of the specific reasons for the denial or removal, and my appeal rights.
7. I understand that I must reside in San Diego County and provide proof of residency.
8. I agree that I shall maintain electricity within my residence.
9. I agree that I shall maintain a telephone where I can be contacted by CPAC staff and/or the electronic monitoring vendor. If a landline telephone is maintained within my residence, I may be restricted from using telephone features such as call waiting, voicemail, call forwarding, call blocking, caller ID, and/or dial-up internet.

10. I understand that all residents (18 years old and older) of the household I live in must agree to the conditions listed on the Cohabitant Acknowledgement Form.
11. No person may join or move into the household, unless prior permission is obtained from the CPAC staff, and said person has signed the Cohabitant Acknowledgement Form.
12. Pets will be confined to allow CPAC staff free access to my residence. I will advise the CPAC staff of any pets or other hazards prior to being placed on the program.
13. I will not consume or possess alcoholic beverages, marijuana, or any derivative thereof, illegal drugs or narcotics. I will advise CPAC staff of any medications I am prescribed.
14. I will submit to chemical, blood, breath, saliva, or urine testing as deemed necessary by the CPAC staff or the courts. Testing will be conducted by the CPAC staff's designee.
15. I will not possess, or have in my residence, any gun, explosive, or other deadly weapon as restricted by the California Penal Code or my conditions of probation, pre-trial release or release from custody to the Home Detention Electronic Monitoring Program.
16. I will submit my person, property, residence, or vehicle to search without any warrant or probable cause, at any hour of the day or night, by the CPAC staff or their designee. I shall be subject to search and seizure of my person, property, residence, and vehicle without warrant or probable cause for the purpose of verifying compliance with program rules.
17. I understand that I may be directed to enroll and participate in treatment programs or counseling by the CPAC staff, their designee, or the courts. If I should fail to obey these directives or other terms of custody, I may be removed from the program.
18. I will not have any form of contact or communication with incarcerated persons in any jail, correctional facility, or state prison, gang members, or convicted felons.
19. I understand that I will be responsible for all costs and expenses related, but not limited to, my living, health, and transportation needs.
20. Work schedules may only be changed with verification by employer and approval of the electronic monitoring vendor. I will submit any schedule change request to the electronic monitoring vendor at least three (3) calendar days in advance, between 8:00 a.m. to 4:00 p.m., Monday through Friday. I will supply any documentation requested by the electronic monitoring vendor to verify my schedule.
21. I will immediately, or as soon as possible, report any illness or circumstance to my CPAC Case Manager that prevents me from adhering to my schedule.
22. I will notify the electronic monitoring vendor as soon as possible of any changes in status of my employment, school studies, job training, treatment program, or other program component or extension.
23. I will not violate any law. I shall report any contact with police, fire, or medical personnel to my CPAC Case Manager. A minor traffic violation will not necessarily be cause for removal from the program.

24. I will notify my CPAC Case Manager in the event of an emergency situation that necessitates my leaving my residence at unauthorized times, or to request a return phone call. If I am unable to speak with my CPAC Case Manager, I will notify the electronic monitoring vendor. I understand that leaving a message on voice mail is not authorization to change my schedule or leave my residence. I must obtain prior approval in person or by telephone from my CPAC Case Manager and/or the electronic monitoring vendor to change my schedule.
25. I understand that upon completion of the program (or disposition of my case), the electronic monitoring equipment is to be returned to the vendor's case management office on my release date. If the release date falls on a weekend or holiday, I must return the equipment on the next regular business day. I understand that if I keep the equipment past this date, I will be charged my regular daily fee for every day the equipment is late.
26. I understand that I will never be able to leave San Diego County or the Country while on the CPAC Home Detention Electronic Monitoring Program. I will also not be allowed to visit/patronize certain types of associations or businesses (e.g, casinos, theme parks, concerts of any type, etc.)

I, the undersigned, hereby declare that I have read, fully understand, and agree to comply with all the Rules and Regulations of the Home Detention Electronic Monitoring Program. I understand that any violation of these rules and regulations may result in consequences, including but not limited to: removal from the program, return to custody, filing of new charges, loss of credits, and/or a violation of probation. Any appeals to discipline shall be submitted to a CPAC Sergeant. I have received a copy of the program rules and regulations.

Participant's Signature

CPAC Personnel's Signature & ARJIS

Date (mm/dd/yyyy)

Date (mm/dd/yyyy)