Alaska Department of Corrections
Electronic Monitoring Terms and Conditions

Offender Name:_____

I understand that my placement on Electronic Monitoring (EM) is a privilege which 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 _____
_____

2. I will obey all state, federal, and local laws, ordinances, orders, and court orders. (**Initial**) _____

3. I will report to the EM office located at _____ weekly or otherwise as directed by EM officers. (**Initial**) _____

4. 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**) _____

5. I will obtain prior approval from EM officers before changing my employment, required treatment, and/or my residence. (**Initial**) _____

6. 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**) _____

7. I understand the house arrest confinement restrictions will be enforced by the use of electronic technology. To ensure compliance, I understand I will be required to wear an ankle bracelet 24 hours a day for the entire length of my participation in EM. (**Initial**) _____

8. I will install and maintain a telephone line, high quality telephone, and a 110-volt current at my expense and further agree to keep said service and equipment in proper working order. I understand that caller ID, call waiting, call forwarding, voice mail and answering machines are strictly forbidden while on EM. (**Initial**) _____

9. I will not tamper with, disconnect, move or remove any of the monitoring equipment (including phone and power cords). (**Initial**) _____

10. 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**) _____

11. I understand that 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**) _____

12. I agree to pay the cost of electronic monitoring. The total cost to be paid per day shall be $12 if alcohol is not a factor in your crime and $14 if it is, plus $10 per week for drug testing. The total cost then will be either $94 or $108 per week. I understand payments will be made to the Department of Corrections in installments one 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. (**Initial**) _____

13. 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**) _____

14. I will report any problems with the electronic monitoring or alcohol testing equipment immediately to DOC staff. (**Initial**) _____

15. 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**) _____

16. 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**) _____

17. I will not drive a motor vehicle of any kind (includes cars, trucks, 4-wheelers, snow machines, motorcycles and boats) without prior written approval from EM staff. (**Initial**) _____

18. I agree to have no non-employment-related contact with a convicted felon without the permission of EM officers. (**Initial**) _____

19. 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**) _____

20. I will not 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**) _____

21. I will not consume or possess any controlled substances, prescribed or not, nor possess any drug paraphernalia, nor be in the presence of persons consuming or possessing the same. (**Initial**) _____

22. 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 that I am responsible for the cost of the drug screening. 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 will result in termination from EM. A negative UA sample must be provided prior to placement on EM. (**Initial**) _____

23. I will, upon requests 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**) _____

24. I will not possess any firearms, ammunition, explosives, or deadly weapons on my person, within my approved residence, or within my vehicle. I certify that all these items have been removed from those areas before beginning EM, including home inspection. (**Initial**) _____

25. I will immediately report all law enforcement contacts to EM officers. (**Initial**) _____

26. 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**) _____

27. I understand any false information given to EM officers or law enforcement officers will result in immediate termination from the program. (**Initial**) _____

28. I understand that giving or offering any program staff a bribe or anything of value for a service or favor will result in immediate termination from the program. (**Initial**) _____

29. I understand that my failure to successfully complete EM will result in my return to a correctional center for the remainder of my sentence. (**Initial**) _____

30. I hereby waive any right to an extradition hearing if I leave the State of Alaska while on EM. (**Initial**) _____

31. I agree that there will be no smoking while EM officers are in my residence. (**Initial**) _____

32. In accordance with local policy, a home inspection will be completed prior to installation to insure there are no weapons, alcohol, drugs, and drug paraphernalia. In addition, the home must be neat, clean, and not pose any officer safety concerns. (**Initial**) _____

I, _____, 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 Signature Date