

**ALBEMARLE-CHARLOTTESVILLE REGIONAL JAIL**

160 Peregory Lane  
Charlottesville, Virginia 22902

Col. Martin E. Kumer, Superintendent

Phone: (434) 977-6981

Work Release Department

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**HOME ELECTRONIC MONITORING**  
**RULES AND REGULATIONS**

**IF YOU VIOLATE ANY OF THE FOLLOWING RULES AND REGULATIONS, IT WILL RESULT IN YOUR IMMEDIATE RETURN TO THE REGIONAL JAIL, REMOVAL FROM THE PROGRAM AND POSSIBLE LOSS OF YOUR GOOD TIME.** You will be expected to follow these rules and regulations, which will govern your conduct while on Home Electronic Monitoring.

1. You hereby agree to release any information concerning yourself so that you may be properly evaluated for the HEM program.
2. You must conduct yourself in a respectable manner during your participation on the HEM program by obeying all federal, state, county, municipal and local laws and ordinances of the community in which you are residing and employed.
3. You will abide by the schedule and curfew restrictions set by the Work Release department and you will comply with the prearranged program conditions in every respect.
4. Upon approval for the HEM program you will be required to make an initial deposit, depending on the type of monitoring equipment used and along with the deposit you must pay one week[\$95.00] in advance[\$200.00 total], prior to you going onto the program. \$10.00 of this deposit will go towards your initial urinalysis screening and the remaining balance will remain on your account. **Only** Money orders or Cashiers checks will be accepted for your initial deposit. Note: Your account balance, **WILL NEVER**, go below your initial deposit, if it does you will be subject to removal from the program. Upon completion of the program any unused funds will be reimbursed too you.

**Type Of Monitoring Equipment**

**Initial Deposit-**

BlueTag= [Ankle bracelet, Initial drug screen]

\$105.00

5. Before you are let out on the program you will be given an initial urinalysis test. The charge for this test is \$10.00. If the results of the urinalysis test come back positive you will be removed from the HEM program and not be allowed to participate.
6. After you have passed your initial urinalysis screening you must agree to submit to random Alcohol Sensor, Urinalysis or Blood test as directed by jail staff while on the HEM program.
7. You will be held accountable for the cost of each Urinalysis, Blood or Alcohol Sensor test, the cost for each test are, TestStik / \$2.00, TestCup / \$10.00, Alcohol Sensor / To be determined, Blood / To be determined. Note: The cost for each test is subject to change.
8. If the test results of any Urinalysis, Blood or Alcohol Sensor test comes back positive for any illegal or unauthorized substance you will be returned to the jail, disciplinary action will be taken and you will be removed from the HEM program. If at the time of a positive test reading you would like secondary urinalysis testing, you must inform the Officer as soon as the test results are known. You will be held liable for all cost associated with request for secondary testing.
9. **IF YOU FAIL** to give a urinalysis upon request, you will be returned to the jail and held until one is taken from you. If you refuse to give one, you will be removed from the program.
10. In order to defray the costs of the program and monitoring equipment, I understand that I will be assessed a supervision fee of \$\_\_\_\_\_ per day, based on the type of equipment used for my supervision. I understand that only money orders or a cashier's check will be accepted. Furthermore, I understand that payment of this fee is a condition of my participation in the program and failure to pay will result in my removal from the program.

**Type Of Monitoring Equipment**

**Charge Per Day / Week**

BlueTag= [Ankle bracelet, BlueHome]

\$13.00 / \$91.00

11. If I am determined to be Indigent, by program staff, I will not be charged the above noted fees until such time as a change in my status has been determined.
12. If indigent status is determined, I will be required to obtain employment within a designated time frame to be determined by program staff.
13. Upon employment being obtained, my indigent status will be reevaluated and I agree to assume the responsibilities of paying for all program fees associated with the HEM program.

14. I understand that I am subject to search of my person, property, transportation, job site and residence at any time and that **REFUSAL** will result in my immediate removal from the program.
15. I understand that my participation in this program will be monitored by a tamper proof, non removable bracelet, which I agree to wear twenty-four (24) hours a day during the entire period of my participation in the program. I understand that removal of or attempted removal of the bracelet will be a violation of the program rules.
16. I understand that a computerized monitoring device connected to my phone will monitor my participation in the program. I agree to maintain this equipment at my residence and notify Regional jail staff immediately if the equipment malfunctions or is damaged.
17. I understand that the equipment used to monitor me is expensive and that I am responsible for the equipment. In the event the equipment is damaged in any manner, I agree to reimburse the Regional Jail for all damages. I understand that if I willfully damage, destroy, steal, or fail to assist in the recovery of any equipment I may be prosecuted.
18. Any special adapters necessary for the installation of the electronic equipment and/or telephone calls to the jail will be at my own expense.
19. I understand that I am solely responsible for all telephone lines at my residence and that the phone must be in good working order at all times.
20. I understand that I am required to have a working basic telephone line **with long distance service** and that all telephone features are to be removed prior to me starting the program, i.e., caller ID, voice mail etc.
21. I agree to furnish jail staff with documentation regarding the telephone service at my residence, if requested.
22. I agree to limit all telephone calls to ten (10) minutes and I understand that a continuous busy signal or an out of order signal may constitute an escape and an escape warrant may be obtained.
23. I agree to allow Regional Jail staff to enter my home to install, maintain, and inspect all related equipment.
24. I agree to provide the Work Release Department with my VALID driver's license and proof of current insurance along with the following vehicle information prior to my being placed on Home Electronic Incarceration.

MAKE \_\_\_\_\_  
MODEL \_\_\_\_\_  
YEAR \_\_\_\_\_  
COLOR \_\_\_\_\_  
LICENSE PLATE \_\_\_\_\_

25. I agree to remain at my residence at all times, except for those hours agreed upon to fulfill my employment, substance abuse and community program responsibilities
26. I agree to contact the Work Release department for any request to leave my residence other than the times agreed upon. All requests will be made through the Work Release department during working hours. In an **EMERGENCY** if contact can not be made I will page the Officer on duty at **PH# 981-5997**. **I WILL NOT** leave my home until permission has been granted. The only exception is if it is a **VALID** medical emergency.
27. I understand that my residence, employment and activities will be monitored by telephone calls and visits during the day or night.
28. If I am allowed to maintain employment while participating in the program, I agree to **PROCEED DIRECTLY** to my place of employment and **RETURN DIRECTLY** to my place of residence at the end of each day.
29. You will not be allowed to live, work or travel outside of a 35-mile radius from the Albemarle-Charlottesville Regional Jail with out specific permission from the Work Release Department.
30. You are prohibited from participating in any “walk-off, labor disputes or strikes” while on the program. If your place of employment is involved in any of these you will not be allowed to work during this period and we will assist you in finding other suitable employment if requested.
31. You will notify the Work Release Department prior to making any changes in your employment. The Work Release Department must authorize all changes in employment.
32. You are not to associate with inmates of the opposite sex in anyway.
33. You must have employment that **DOES NOT** require driving [H.E.M. inmates may drive themselves to and from work only if they possess a current valid drivers license].
34. **NO** employment **WORKING WITH** or **WORKING FOR FAMILY** members.
35. At the end of the workday you must return home in the least amount of time possible. If you are released from your employment early because of bad weather you are to notify the jail before leaving the job site and then you must return directly home. If your employer or approved transportation cannot return you to your home you will have your employer contact the jail and have arrangements made for your return.
36. You must be supervised **AT ALL TIMES**
37. You **WILL NOT** leave your job site for any reason.
38. If your job site should move for any reason your employer must make notification to the Work Release department prior to you moving to the new job site. Failure to make notification could subject you to removal from the Home Electronic Incarceration

program.

39. If I am fired, laid off, disciplined or my hours of employment change, I will notify the Work Release department immediately. I will not take any time off from work or change jobs unless I have permission to do so.
40. I understand that I am not allowed to work overtime. Any work related meetings must be during your regular work day schedule.
41. I agree to notify jail staff of any contact I may have with law enforcement officers. I also agree to notify the Work Release Department of any future court dates that may arise.
42. I agree to report to the jail twice each week to pay my HEM supervision fees and submit to urinalysis testing. I understand that only money orders or a cashier's check will be accepted.
43. I understand that should I fail to return to my residence within the prescribed time or leave my residence at an invalid time; such action will be deemed an escape from custody and an escape warrant may be obtained. This will result in my immediate removal from the program and return to secure confinement.
44. I understand that I will be required to report to the jail at the request of the Work Release staff at any time for the purpose of substance abuse testing, general counseling and/or program discussions.
45. A schedule must be submitted by your employer and approved by the Work Release Department before you will be allowed to work. If you are on a rotating schedule it is your employer's responsibility to submit an updated and accurate work schedule to the Work Release Department no later than **Thursday at 3:30 pm** of each week. Any schedule not received by that time will subject you to being held in from work.
46. If you are a **CONVICTED FELON** you are not to have employment that requires you to serve, possess or sell alcoholic beverages. Establishments are required to have and display a VA/ABC Liquor license, are only allowed to employ you in the capacity of Busboy, Cook or other Kitchen help.
47. If your employer wants you to work hours other than those designated, He or She must contact the Work Release Department at least 48 hours in advance so verification and schedule adjustments can be made. You will work no more than **six [6] days** a week and **ten [10] hours** a day.
48. I am **NOT** permitted to drink, purchase, accept, physically use, or have in my possession any intoxicating liquor, including beer or wine, or narcotic or hallucinogenic drugs. This includes all illegal drugs and controlled substances.
49. I will not be allowed to consume any substance, which could cause a false reading on a drug and alcohol urinalysis or alcohol sensor test. These include but are not limited too: poppy seeds and cough medicines with alcohol as an ingredient. If you have any questions concerning what substances might cause a false reading on a urinalysis or alcohol sensor test please ask your Work Release Counselor. **IGNORANCE IS NO**

**EXCUSE.**

50. I agree not to take any medication, which include over the counter medications, without prior notification of Regional jail staff and **DOCUMENTED** Doctors authorization. I understand that I am responsible for all medical expenses incurred by me while on HEM. I also understand I am not to fill any prescriptions with out prior approval of the Work Release Department.
51. I understand that I am not to have in my possession any cigarettes, tobacco products, lighters and / or matches of any kind.
52. I understand that I am not to use a **TELEPHONE** while at work.
53. I understand that if my job consists of the use of a computer, I am to have permission for specific tasks on that computer from the Work Release Coordinator and that I am only to utilize a computer for work purposes i.e. typing/printing documents. I shall not use my place of employment to conduct personal business such as checking email, surfing the internet, engaging in any online programs/schools or making any unauthorized contact or business transactions.
54. You agree to allow the search of your person, property, home, transportation or job site at any time as deemed necessary by Work Release or Jail staff.
55. I am responsible for and agree to pay any fines and court costs as required by court order. Failure to pay fines and court cost as required by court order will result in my removal from the HEM program.
56. I agree to participate in any program deemed appropriate by work release staff.
57. The Work Release Department will make periodic checks on your whereabouts and also check with your employer about your work status and progress.
58. You will notify the Work Release Department prior to making any changes in your employment. The Work Release Department must authorize all changes in employment.
59. I am prohibited from having in my possession or causing to be in my possession any firearm or illegal weapon either on my person, property, transportation, job site or residence.
60. I am prohibited from entering into any contract, engage in business, and borrow money, possessing property, incurring debts, or opening charge accounts without prior approval from the Work Release department.
61. The Work Release Department, Classification Department, or Administration of this jail, reserves the right to remove any inmate from a jail sponsored program they feel is not complying with the rules and regulations of the facility or said program.
62. **INMATES DUE PROCESS RIGHTS-** I understand that in the event I receive a Major Institutional Rule Violation that I am entitled to an impartial Committee Hearing as outlined in the Hearing and Appeals section of the Inmate Handbook. I also understand

that I have the right to appeal any finding of guilt to the Superintendent or Designee.

63. I understand that if I receive a Minor rule violation I am entitled to an impartial hearing by a Watch Commander or Hearings Officer and I have the right to appeal any finding of guilt to the Deputy Superintendent or Designee.
64. I understand that failure to follow the established program Rules and Regulations and/or Institutional Rules and Regulations will subject me to removal from my current program status. If I fail to abide by these Rules and Regulations I understand that I can either be charged with a Major Institutional Rule Violation and/or a recommendation will be submitted to the [ICC] Institutional Classification Committee for my removal from my current program status.
65. I understand that if I am removed from the Home Electronic Monitoring program, due to a program violation, disciplinary reason, unsatisfactory work performance or any other reason, I will be ineligible for (Outside Jail Clearance) status for a period of 90 days from my last conviction.
66. I understand that I will be ineligible for consideration for (Inside Jail Clearance, Trusty) status for ninety (90) days after my removal from a Jail program.
67. I have the right to appeal any decision of the ICC to the Superintendent, in writing, within [2] two working days of the ICC decision.
68. I understand that all decisions made by the Superintendent are final.
69. I understand that if I am using the G.P.S. tracking equipment I am required to place my house/car keys on the charging unit at all times when at home.
70. I understand that I must wear the Personal Tracking Unit (PTU) on my hip with the belt clip/pouch provided at all times that the PTU is out of the Home Charging Station.
71. Other conditions as set by Court order:

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I have read or had read to me and fully understand the rules and regulations of the Home Electronic Monitoring program. I realize that if I do not abide by them, it will result in my removal from the program and possible punitive and legal action may be taken. I have received a copy of these rules and regulations for my personal reference. All rules and regulations of the program are subject to change at any time and you are expected to comply.

\_\_\_\_\_  
Printed Name of Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Work Release Counselor

\_\_\_\_\_  
Date

## ELECTRONIC MONITORING EQUIPMENT ASSIGNMENT CONTRACT

**The following rules apply to the Global Positioning Satellite System (GPS)  
Failure to comply with the following conditions would constitute a violation of  
your Work Release/HEM status.**

1. You will wear an ankle bracelet at all times and will not remove the bracelet yourself for any reason.
2. You will charge the GPS device daily twice a day for an hour each time.
3. You will respond to any and all efforts to communicate with you initiated by your Supervisory Officer or other representative of this agency.
4. You will report any perceived defects, damage or malfunctions of the equipment immediately to your Supervisory Officer or other representative of this agency.
5. You will return the GPS equipment in good working order once this agency determines that it is time for you to be removed from the program.
6. You will allow any representative of this agency to inspect the equipment assigned to you upon request.
7. You are responsible for the care of the equipment issued to you. You may be held financially responsible for any malicious damage to the equipment and be criminally prosecuted for equipment theft. The value of the equipment exceeds \$300, which constitutes a felony offense.

### **OTHER INSTRUCTIONS:**

1. You understand that all movement will be tracked and stored as an official record.
2. You will follow all established home, work, etc. rules. Deviation from your schedule and/or approved travel routes is a violation.
3. You will not enter areas that are defined as off limits.
4. You will respond immediately to all messages that are sent to your GPS Device.

The rules of the GPS have been provided to me. I fully understand what is expected of me, and the possible consequences of my failure to comply with these rules.

**My signature confirms the above, as well as my receipt of the Electronic Monitoring Equipment.**

\_\_\_\_\_  
(Offender Signature)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Offender / Printed Name)

\_\_\_\_\_  
(Community Supervision Officer Signature)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Supervisory Officer / Printed Name)  
Telephone: \_\_\_\_\_

Supervisory Officer