

Denver Sheriff Home Detention Program
Phase I CONTRACT

Congratulations, you have been determined eligible to serve your sentence on the Sheriff Home Detention (SHD) program, treatment, or school release. This status is a privilege and may be revoked at any time if just cause is given.

Participants are responsible for the following:

1. Leave and return as scheduled by the (SHD) staff or Electronic Monitoring staff.
2. Keep your (SHD) I.D. in your possession at all times while away from the facility.
3. Only go directly to where scheduled to go. Any other stops regardless of nature must have prior approval.

RESIDENTIAL REQUIREMENT:

1. You are not allowed to reside beyond a 50-mile radius of Denver.

Must provide the (SHD) officer with the current or copy of your current residential utility and telephone bill.

TRANSPORTATION:

Only use the form of transportation that has been approved by the (SHD) Officer.

Travel by car:

The (SHD) staff must approve transportation by car. A copy of the following is needed: **drivers license, auto insurance and registration.**

X _____ **Date:** _____

**REQUIRED FEES TO BE PAID WHILE ON THE SHD PHASE I PROGRAM.
(FEES MUST BE PAID IN FULL PRIOR TO YOUR SCHEDULED RELEASE.)**

Charges:

\$160.00 Flat fee (7 days or less) this includes the one time installation fee.

\$12.00 per day for the Ankle bracelet and cell unit.

\$14.00 per day for a GPS unit.

\$6.00 per day for a scam unit.

\$3.00 per day for a Scram unit if used with other equipment.

You may be assigned and be charged for the following items any time during your placement on (SHD) Phase I.

\$8.00 Charge for each Random Urinalysis (to be taken at the Denver County Jail / WR office).

\$3.00 Alcohol unit IF REQUIRED.

\$1.00 Breath analysis IF REQUIRED.

PAY DAYS:

All fees must be kept current while on the **Home Detention Phase I** program. Fees are to be paid to the Electronic Monitoring Program in the form of a Postal Money Order, Cash, or Credit Card during the length of your contract.

1. Prior to being place on the (SHD) Phase I, **RESIDENTIAL** status will be verified by the SHD Officer.
2. Prior to employment verification will be reviewed and approved by the (SHD) program officer.

X _____ **Date:** _____

SUBSTANCE ABUSE:

Participants are asked about previous drug and alcohol at the intake interview. **TELL THE TRUTH!!!!!!!** The truth will not jeopardize your Work Release or Home detention program. Any positive drug test after the interview will be considered **NEW** use.

1. Participants are required to take drug and alcohol test while on the Phase II-A and Phase I program. Refusal of a test will be cause for **IMMEDIATE REMOVAL** from either program phase.
2. Participants will refrain from the use of illegal drugs and alcohol. Alcohol includes items such as: medications, breath sprays and Non-Alcohol beer.
3. While on the program, substance abuse in any form will not be tolerated and will cause removal from the program.
4. Participants are responsible for notifying the (SHD and EMP) officer of any medications taken prior to the application intake. In addition, while on the program the participant has to begin taking medication for any reason, it is your responsibility to notify the (EMP) Officer.

X _____ **Date:** _____

WHILE AT WORK (PHASE I)

1. You are not allowed to travel beyond a 50-mile radius of Denver.
2. Inform the (EMP and or SHD) Officer of any changes in job locations while working, and prior to moving to a new location. All locations must be approved by the (EMP and or SHD) Officer.
3. Report directly to your job location, at the end of your work day return directly to your residence.
4. All over time must be requested by your supervisor and approved by the (EMP) officer. This must be approved before the end of your shift.
5. The Maximum hours and days allowed to work are: **10 HRS. a Day, 6 DAYS in a row.** All weekend over time must be approved on **Friday prior to 12:00 noon per your work schedule.**
6. Return directly to the residence if you are terminated from your place of employment and then contact the EMP Officer about your termination status.

Contact the Electronic Monitoring Program (EMP) staff if you encounter any unforeseen emergency, if no contact can be made after office hours, call the Denver Sheriff Department and speak with the on duty Sergeant at the Denver County Jail (WR/SHD) office in building 20.

X _____ **Date:** _____

MEDICAL EMERGENCY / DOMESTIC VIOLENCE INCIDENT PROCEDURES:

Medical emergencies and or domestic violence incidents are the only reasons you may leave your residence without prior approval. Failure to follow these procedures may result in a violation.

1. If you or an immediate family member has a medical emergency, call your Electronic Monitoring Probation Officer. If not available leave a message with your full name, the patient's name (if not yourself), the nature of the emergency, and the hospital name and telephone number. Call and update every four (4) hours. Verify the emergency with written documentation after returning to your residence within 24 hrs. to the EMP Officer.
2. If a domestic violence incident occurs, leave the area and return to the Denver County Jail building 20 Work Release Department or the Pre- Arraignment Detention facility. Inform the Officer on duty and duty Sergeant of the nature of the problem and then call your Electronic Monitoring Program Officer. If your Officer is not available, leave a message stating the residence information and your current location.
3. Remain at either the Denver County Jail or the Pre-Arraignment Detention facility until contacted by the (SHD) Officer.

X _____ **DATE:** _____

IF RETURNING TO THE COUNTY JAIL FACILITY AFTER BEING ASSIGNED TO THE (SHD) PHASE II-A or PHASE I PROGRAM:

Upon your return to the facility you will be searched. **YOU** are responsible for any contraband items found. In addition, the following items are **NOT ALLOWED INTO THE FACILITY:**

Shorts, sweats, cut off pants, body shirts and tank tops.

All clothing that has pictures, logos or lettering that is not job related.

Pagers, radios, recorders, cameras and phones

Tobacco products, lighters and matches

No jewelry except a watch and a wedding band

No carry bags, knapsacks

No tools

All hygiene items must be purchased from commissary

A good rule is, return with only your money and approved clothing items.

Prescribed medications can be brought into the facility. Medications will be given directly to a Staff member.

X _____ **Date:** _____

PROGRAM VIOLATIONS:

I understand that if I violate any of the terms or conditions of the court or the Electronic Monitoring Program rules, I may be terminated from the program, which will result in being placed in custody. The following are considered violations:

- _____ 1. Failure to adhere to the Electronic Monitoring Program schedule.
- _____ 2. Failure to keep my weekly appointment with my Electronic Monitoring Program Probation Officer.
- _____ 3. Failure to pay fees.
- _____ 4. Using alcohol or illegal drugs.
- _____ 5. Arrested for a new crime.
- _____ 6. Receiving a citation for a major offense.
- _____ 7. Tampering with the monitoring equipment.
- _____ 8. Providing false information.
- _____ 9. Failure to produce written verification of location(s) for emergency or unscheduled leaves from my residence.
- _____ 10. **Failure to remove within 24 hours of placement at the residence any firearms or other deadly weapons, regardless of type or condition in the residence, vehicles, or on any property where an inmate may gain access to them.**
- _____ 11. **Refusal to allow Electronic Monitoring Program Probation Officers or Denver Deputy Sheriff (SHD) Officer access to my home with or without notice.**
- _____ 12. **Will be required to check in to the (EMP) office each day while on a (JOB) search assignment.**

In consideration of my being allowed to participate in the (SHD) program, I do hereby for myself, my heirs, and administrators waive and release any and all claims, demands, damages, actions, liabilities, causes of action and/ or suits of any kind or description whatsoever, including but not limited to injuries, known and unknown, to persons and/ or property, that I may have against the City and County of Denver and/ or its respective officers, agents, servants, employees, contractors, successors, and assigns, including but not limited to claims, demands, damages, actions, liabilities, causes of action, and/or suits, caused in whole or in part by the negligence and/or breach of any and duty and/or warranty by all or any of the above named persons or entities, in any way connected with this program.

I HAVE READ ALL PARTS OF THIS AGREEMENT FOR PARTICIPATION IN THE SHERIFF HOME DETENTION PROGRAM. I UNDERSTAND THAT IF ANY AGREEMENTS ARE BROKEN I WILL BE REMOVED FROM THE PROGRAM PURSUANT TO 17-26-128 (10).

Print Inmates Name

Inmates Signature and Date

Deputy Sheriff Signature and Serial number

Electronic Monitoring Staff Signature