RHODE ISLAND DEPARTMENT OF CORRECTIONS
COMMUNITY CONFINEMENT PROGRAM AGREEMENT

___ 1. I, the undersigned, agree to the following rules and conditions of the Community Confinement Program. I further understand and agree that any violation of the conditions set forth in this agreement may subject me to Program termination and a return to a higher custody, with no possibility of parole.

___ 2. I will obey all federal, state and local laws. I will report to the Community Confinement Program any and all contact with law enforcement officers and agencies. I will not associate with people known to have criminal records without approval of Community Confinement.

___ 3. I will secure and maintain significant employment and/or education within 30 days of placement on the Program. In the event that my employment or education plans change (lay-off, termination, schedule change, unavoidable delays due to illness, lack of employment opportunities, etc.), I will notify my Program Counselor immediately. I understand that I may not work outside the state of Rhode Island (or in-state on Block Island, Prudence Island, etc.). I may not work for family members or other offenders on Home Confinement.

___ 4. I understand that my activity while in this Program will be monitored by an electronic ankle bracelet, which I will wear 24 hours a day, 7 days a week. I also understand that I will be given instructions on how to set up the monitoring device in my home. I agree to maintain basic uninterrupted telephone service (no features, blocks, on-line internet usage, or Cox Phone service) and electrical service throughout my term of Community Confinement. If I have Internet and/or Cox phone service, it/they must be connected through a telephone line(s)/service(s) that will not interrupt linkage with Community Confinement.

___ 5. I will maintain an "eligible residence", which means that I may not live in federally subsidized housing projects or college or university facilities. If the residence is privately-owned and under Section 8, I must get a notarized letter from the landlord giving me permission to reside at that location during my term of Community Confinement. I also understand that I may not live with the victim(s) of any of my criminal offenses. If the residence is not my own, I will need an adult sponsor (owner or tenant of said residence), who must be interviewed prior to my placement on the Program. Without sponsor identification and signature approval, I will not be released.

___ 6. I agree to return all monitoring equipment to the Community Confinement Program in the same condition as received. I will pay for any lost or damaged equipment according to the market value. If I have to be returned to the A.C.I. for any reason, I understand that it is my responsibility to have someone return the equipment to the Home Confinement Unit.

___ 7. I understand that I can only go to locations approved by my Program Counselor; I understand that I will be required to write all requested locations on a written schedule. I will be allowed to leave for work, education, training, court, medical, counseling services relating to transition of offenders in the community as determined by my Counselor, or religious services. If a location is not on my schedule, I cannot go there. I also understand that should I fail to return to my residence at the scheduled time or leave my residence at an unscheduled time, that is unauthorized activity, and I am in violation.

___ 8. I will contact Program staff by phone or in person as requested or ordered. I understand that employees of the Community Confinement Program may enter my home at any time of the day or night.

___ 9. In the case of an emergency, I will contact the Community Confinement Program in order to obtain permission to change my established schedule. I also understand that I will be required to obtain documentation in any emergency situation (police report, hospital report, etc.).

___ 10. I will not indulge in the use of alcohol or any controlled substance or aid or abet in the illegal sale of the same. I agree to submit to alcohol/drug testing as requested or ordered by the Community Confinement Program staff and to report the use of any over-the-counter or prescribed medication.

___ 11. I will not drive a motor vehicle unless I obtain permission from my Program Counselor. I understand that I must provide a valid license, registration, and proof of insurance. If I intend to operate someone else's motor vehicle, I must provide a letter and picture identification from the authorizing individual.

___ 12. I will pay a program participation fee of $6.00 per day, ($42.00 per week). Fee payment schedule will be based upon pay schedule of place of employment (e.g., if the Confinee is paid monthly, s/he pays his/her program participation fee monthly). I understand I could be violated and charged restitution for unpaid fees. All monies owed to the Community Confinement Program are considered a legal debt to the State of Rhode Island, Department of Corrections. Payments must be made in the form of a money order only. No cash, credit cards, or personal checks are accepted.

___ 13. I am aware that these conditions may change contingent upon my supervision level; authorized activities may be added or eliminated based on program compliance.

___ 14. I will meet all obligations to the Court including fines, restitution, restrictions, family support payments, community service, and any Court-Ordered counseling, programming, no contact orders, or any other conditions imposed by the Court.

___ 15. I will not own or otherwise have in my possession, or in my home, weapons (e.g., firearms) of any description. Any weapons must be turned in to the local police prior to my placement on Home Confinement. A receipt from police will be presented to Home Confinement to show compliance.

___ 16. I will assume the full cost of any medical/dental care incurred while on Home Confinement.

___ 17. I understand that in order to speak to the media, including, but not limited to, TV, radio or newspaper reporters, while serving my term on Home Confinement, I am required to notify my Counselor and the Director's office prior to the conversation(s) (if possible), or as soon as practicable after the conversation(s).

___ 18. I also understand that an unauthorized absence of 30 minutes will result in my being considered an escapee, and I may subsequently be charged as same. If convicted under RIGL §42-56-20.2 and RIGL §11-25-2, a sentence of one to twenty years could be imposed without parole.

___ 19. I understand that if I am placed on Home Confinement, I will spend one mandatory night at the A.C.I., except in cases of illness or emergency, before being released to Home Confinement.

___ 20. I may request permission for other special circumstances, such as a treatment facility or sober housing where other offenders are likely to live. Consideration will be given to requests that are therapeutically advisable or practical under Home Confinement rules and guidelines.

___ 21. I also agree to these special conditions:

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I read or have had explained to me the rules and conditions. I fully understand my responsibilities and do hereby agree to abide by these conditions. I also understand that I will also receive a complete program orientation when I am released to Home Confinement.

_____ _____

Participant ***Date***

_____ _____

Program Representative ***Date***

Public Notice: 01/13/08	Public Hearing: 02/14/08