



ALBEMARLE-CHARLOTTESVILLE REGIONAL JAIL

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Home Electronic Incarceration (HEI) Rules and Regulations

If I violate any of the following rules and regulations, I may be returned immediately to the facility pending an investigation and due process. I will be expected to follow these rules and regulations, which will govern my conduct while on Home Electronic Incarceration (HEI).

1. I hereby agree to release any information pertinent for the evaluation of my supervision while on the HEI program.
2. I understand that I have the right to be free from sexual harassment, abuse, and assault and can report any sexual harassment, abuse, or assault to any staff member of the facility and/or contact the PREA hotline.
3. I will conduct myself in a respectable manner during my participation on the HEI program by obeying all federal, state, county, municipal and local laws and ordinances of the community in which I am residing and employed.
4. I will abide by the schedule and curfew restrictions set forth by the Work Release Department and I will comply with the prearranged program conditions.
5. I understand that there are fees associated with the program to include but not limited to, an initial deposit that must be maintained throughout the program to include, daily monitoring fees, drug tests, alcohol screenings, and replacement costs of any damaged equipment. Only cashier's checks and money orders will be accepted.
6. I will be evaluated for indigent status. After the evaluation is completed, my deposit and fees, if any, will be determined. I will be provided in writing the cost of the program I am expected to pay. My indigent status may be reevaluated if my financial situation changes.
7. I will be required to submit to a drug and alcohol screening prior to being released to the program. The charge for this test is \$10.00. This is to establish a negative base line for future testing. After I have passed my initial drug screening, I must agree to submit to random drug and alcohol screenings or blood tests as directed by jail staff while on the HEI program.
 - a. New book-ins will not be released to the program until all screenings are negative.
 - b. Classified inmates will not be permitted to participate in the HEI program if the initial drug and alcohol screening is positive.

8. I am prohibited from using or possessing any masking agents, detoxing products, or use any substances that alter or interfere with my drug or alcohol screenings.
9. If any of my drug and/or alcohol screenings are positive for any unauthorized substances, I may be removed from the program pending an investigation and due process.
10. I am not permitted to consume any substance without prior written permission from the Work Release Department to include but not limited to prescribed medications and over the counter medications. I will not be allowed to consume any substance which may cause a false reading on a drug and alcohol screening. These would include but are not limited to: energy drinks, poppy seeds, products containing cannabidiol (CBD), and cough medicines with alcohol as an ingredient, which may cause a false reading on my drug and alcohol screening. I am not permitted to drink, physically use, or have in my possession any alcohol, narcotic, or hallucinogenic drugs. This includes all illegal drugs and controlled substances. I will ask the Work Release Department if I have any questions concerning what substances might cause a false reading on a drug or alcohol screening.
11. I understand that I am subject to search of my person, property, transportation, job-site, and residence at any time and that refusal may result in me being returned to the facility pending an investigation and due process.
12. I understand that my participation will be monitored by a tamper proof, non-removable bracelet which I agree to wear twenty-four 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.
13. I agree to maintain this equipment at my residence and notify the Albemarle-Charlottesville Regional Jail staff immediately if the equipment malfunctions or is damaged. I agree to follow the prescribed charging instructions for my ankle monitor for the duration that I am on the HEI program.
14. In the event any monitoring equipment is damaged in any manner, I may be required to reimburse ACRJ for the cost of replacing or repairing the equipment. I understand that if I willfully damage, destroy, steal or fail to assist in the recovery of any equipment I may be prosecuted.
15. Any special adapters necessary for the installation of the electronic equipment and/or telephone calls to ACRJ will be at my own expense.
16. 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.
17. I agree to have a landline phone or a cell phone that I will answer at all times. I will not place my phone on vibrate, silent or turn it off at any time. I will keep my phone charged and in working order at all times.
18. I understand that I may be required to have a working basic telephone line with long distance service. All telephone features such as, but not limited to: call waiting, voicemail, and other caller ID will be removed from my phone prior to me starting the HEI program.

19. I agree to furnish ACRJ staff with documentation regarding the telephone service at my residence if requested.
20. I agree to limit all telephone calls to ten minutes and I understand that a continuous busy signal or an out of order signal may constitute an escape and a warrant may be obtained.
21. I agree to allow the Albemarle-Charlottesville Regional Jail staff to enter my home to install, maintain, and inspect all related equipment.
22. 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 cannot be made, I will contact the officer on call. I will not leave my home until permission has been granted. The only exception is if it is a valid medical emergency.
23. I will be allowed to make medical and dental appointments with local medical and dental facilities.
 - a. All requests for medical and dental care must first be authorized and then verified by the Work Release Department.
 - b. Once authorization and verification of the appointment has been made, notification and clearance will be given by the Work Release Department for the appointment.
 - c. I will be responsible for transportation to these appointments and all medical bills incurred are my financial responsibility.
 - d. All appointment requests must be received at least 48 hours in advance and must be sent from the provider.
24. I understand that my residence, employment and activities will be monitored by telephone calls and visits during the day or night.
25. 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.
26. I will not be allowed to live, work, or travel outside of a 35-mile radius from the Albemarle-Charlottesville Regional Jail without specific permission from the Work Release Department. Nelson County inmates will be processed on a case-by-case basis.
27. I am prohibited from participating in any "walk-off, labor disputes, or other strikes" while on the program. If my place of employment is involved in any of these, I will not be allowed to work during this period and the Work Release Department will assist me in finding other suitable employment if requested.
28. I will notify the Work Release Department prior to making any changes in my employment. The Work Release Department must authorize all changes in employment.
29. I will not associate or communicate with any inmates in any manner, directly or indirectly without specific written approval from work release staff.

30. I understand if otherwise legally permitted, I may drive myself to and from work or other approved destination, however, I may not work for an employer that requires that I operate a vehicle without specific approval by the Work Release Department and/or the sentencing court.
31. I understand that I may not be employed by or work with members of my family without specific written permission for the Work Release Department and/or the sentencing court.
32. At the end of the workday, I must return home in the least amount of time possible. I shall notify the Work Release Department if I am released early by employer for any reason prior to leaving my place of employment. If my employer or approved transportation cannot return me to my home, I will contact the jail and have arrangements made for my return.
33. I must have another employee with me at all times.
34. I will not leave my approved jobsite for any reason.
35. If my job site should move for any reason, my employer must make notification to the Work Release Department prior to me moving to the new job site. Failure to make notification may result in my being returned to the facility pending an investigation and due process.
36. 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.
37. 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.
38. I understand that I will be required to report to the jail at the request of the Work Release Department at any time for the purpose of substance abuse testing, general counseling, and/or program discussions.
39. 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 my return to secure confinement.
40. If I am convicted of a felony offense, I may not be employed in a capacity that requires me to prepare, handle or serve alcohol.
41. A schedule must be submitted by my employer and approved by the Work Release Department before I will be allowed to work. If I am on a rotating schedule, it is my employer's responsibility to submit an updated and accurate work schedule to the Work Release Department no later than Thursday by 3:00PM for the following week. Any schedule not received by that time will subject me to being held in from work.
42. If my employer wants me to work hours other than those designated, they must contact the Work Release Department as far in advance as possible so verification and schedule adjustments can be made. I will work no more than six days a week and ten hours a day.

- 43. I understand that I am not to use a telephone of any kind while at work unless it is for work purposes.
- 44. 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 Department and that I am only to utilize a computer for work purposes only. 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, making unauthorized contact, or business transactions.
- 45. I am responsible for and agree to pay any fines and court costs as required by court order. Failure to pay fines and court costs as required by court order may result in my removal from the HEI program.
- 46. I agree to participate in any rehabilitation program deemed appropriate by the Work Release staff and/or a determined by the sentencing court.
- 47. I am prohibited from having in my possession or causing to be in my possession any firearm or weapon on my person, property, transportation, job site, or residence.
- 48. I am prohibited from entering into any contract, engaging in business, borrowing money, possessing property, incurring debts, or opening charge accounts without prior approval from the Work Release Department.
- 49. Inmate due process rights – I understand that in the event I receive a Major Rule Violation that I am entitled to an impartial hearing committee as outlined in the inmate hearing and appeals section of the Inmate Handbook. I also understand that I have the right to appeal my finding of guilt to the superintendent or designee.
- 50. I understand that if I am removed from the Home Electronic Incarceration program, due to a program violation, disciplinary reason, unsatisfactory work performance, or any other reason, I may be ineligible for any inmate workforce programs for a period of 90 days from my last conviction.
- 51. I understand that all decisions made by the superintendent or designee are final.
- 52. Other conditions as set by the courts order:

I have read and signed the Electronic Monitoring Equipment Contract:

Printed Name

Signature

Date

Signature of Work Release Officer

Date

I have read or had read to me and fully understand the rules and regulations of the Home Electronic Incarceration program. I understand 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 I am expected to comply once notified of the changes. I will also receive notification of changes in writing.

Printed Name

Signature

Date

Signature of Work Release Officer

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