

RUSK COUNTY JAIL
ELECTRONIC MONITORING RULES AND REGULATIONS

Client _____
(First Name / Middle Initial / Last Name) (Date of Birth)

Address _____
(Street) (City) (State) (Zip)

Charge _____ Statute # _____

Installation Date _____ Rusk County Booking # _____

Telephone # _____ **Cell Phone #** _____

Monitoring Unit # _____ Transmitter Unit # _____

Employer _____

Address _____
(Street) (City) (State) (Zip)

Supervisor _____ Phone # _____

I understand that I have been granted the opportunity to participate in the Electronic Monitoring Program being offered by the Rusk County Jail. I agree to abide by the rules and conditions ordered by Rusk County Jail, and I further agree and/or acknowledge the following:

- _____ 1. I understand that my participation in this program will be monitored by a tamper-proof, non-removable ankle bracelet which I agree to wear 24 hours a day during the entire period of home detention, which will be installed by personnel of the Sun Monitoring contracted by the Rusk County Sheriff's Office.

- _____ 2. I know that it will be necessary for the monitoring device to be hooked up to my home telephone or through my cell phone by personnel of Sun Monitoring Justice Services. I agree to allow personnel from Sun Monitoring Justice Service to enter my home to install, maintain, and inspect this unit. I agree not to move the monitor, nor unplug it from the phone line or electrical outlet. I agree to be responsible for keeping my telephone in good operating condition at all times and will be required to remove additional features, such as call-waiting, forwarding, three-way calling, and answering machines.

- _____ 3. I agree to remain in my residence at all times except for the hours that I work, attend counseling, or go to other approved activities. I will not leave my home until the specified time and I will return home by the specified times. When overtime work is required, my supervisor will call and receive authorization for overtime from the Rusk County Jail and the Sun Monitoring Justice Services. Any change in work schedule must be reported to the Rusk county Jail and to the Sun Monitoring Justice Services Personnel. I may not be employed more than 60 hours per week.

- ___ 4. In the event of an emergency, I will first call the Rusk County Jail at 715-532-2200 and then call Sun Monitoring Justice Services at 715-642-3795 and tell them the nature of the emergency before leaving home whenever possible. I understand that I will be required to furnish documentation and any emergency that causes a departure from my schedule.
- ___ 5. I understand that my curfew restrictions may also be monitored by phone calls and personal visits to my residence by deputies of the Rusk County Sheriff's Office or Ladysmith Police Department. I will also provide breath or urine samples at any time when requested by the deputy/officer or Sun Monitoring Justice Services.
- ___ 6. I understand that the equipment used to monitor me is expensive and I will do my best to take good care of it. However, in the event that damage is caused to the equipment in any way whatsoever, I agree to reimburse the Sun Monitoring Justice Services for all damages.
- ___ 7. I agree to hang up the phone immediately when I hear a clicking or ringing sound caused by the Monitor attempting to call out and I will inform my party that I will call back. I also agree to limit my phone calls to 5 minutes each. I also agree to inform other persons living at the residence to limit their phone calls to 5 minutes and hang up when they hear the clicking or ringing.
- ___ 8. I will take either random and or scheduled breath tests in my home using the soberlink breath testing equipment. I understand that consumption of alcohol beverages or unlawful drugs or narcotics is prohibited. I understand that if I miss a test or test anything above .00, I will be immediately removed from the Electronic Monitoring Program and returned to the Rusk County Jail. I agree to submit to a breath test either at my home, at work, at a Sheriff's Office or any other place requested. Additionally if the soberlink machine malfunctions and is not able to get a reading I will immediately report to the jail and request a breath test.
- ___ 9. I understand that if I should willfully fail to return to my residence within the prescribed time, or leave this address at any invalid time, such shall be deemed an escape from custody and I will be immediately removed from the Electronic Monitoring Program and returned to the Rusk County Jail.
- ___ 10. I understand that I may not violate any federal or state law or county/city ordinance while participating in this program. I understand that any such violation may cause me to be immediately removed from the Electronic Monitoring Program and returned to the Rusk County Jail.
- ___ 11. In order to pay for costs of monitoring me in the, Electronic Monitoring Program I agree to pay a daily fee of **\$19.00** and it is understood that this fee will be paid every two weeks, in advance, either by cash, cashier's check, or money order. I also agree to pay a **\$100** hook up fee. **The first week shall be \$266.00 and \$266.00 every two weeks thereafter.** No personal checks. I will report to the Rusk County Jail for initial booking. I understand that I am subject to random drug testing and I am responsible for paying such fees as determined by the jail. **If you fail to pay your fees as described you will be taken off the program. Prices are also subject to change, and you will be notified if this happens.**

- ___12. I understand this monitoring equipment I will be wearing, needs to be examined *at will* by Sun Monitoring Justice Services or designee of the Rusk County Sheriff's Office, and I agree to report to the Rusk County Jail or Sun Monitoring Justice services as required to have the equipment checked.
- ___13. I understand that a violation of any of these conditions or agreements will cause my removal from the program without notice or avenue of appeal. There will be no refund or pro rating of costs. All funds are forfeited when removal from the program.
- ___14. I agree that my residence becomes an extension of the Rusk County Jail, and that it is subject to inspections and searches for the duration of my Electronic Monitoring Program sentence.
- ___15. Any needed medical/dental/psychiatric/counseling costs and scheduling is solely my responsibility and must be included in advance on my weekly schedule that you give the home detention coordinator.
- ___16. Having been fully advised of the purposes of the Electronic Monitoring Program, I agree to wear the device *Electronic Monitoring Bracelet* during the period of my sentence, and I further agree to release from liability, discharge, and hold harmless, Rusk County and its agents and employees for any and all claims for damages, direct and indirect, medical expenses, pain and suffering, disability, and loss of income and all causes of action which may arise from the use of the *Electronic Monitoring Bracelet*. This release applies to me, as well as my heirs, legal representatives and assigns.
- ___17. I understand that I have no rights or liberty interest of being placed on the Electronic Monitoring Program. I am being placed on the Electronic Monitoring Program at the discretion of the jail and may be taken off of the program at anytime with-out cause or recourse.
- ___18. I have read and received a copy of the above rules.

You are being allowed to participate in the home monitoring program. Under WI § 302.425, the Sheriff has the authority to transfer any person to the home detention program or to return them to the jail. This is a privilege for you and not a right. As a privilege, it can be terminated at any time without hearing or cause. You are subject to all the rules of the Jail as well as all the rules of the Electronic Monitoring Program.

(Client)

(Date)

(Rusk County Jail Huber Officer)

(Date)