

	DEPARTMENT OF PUBLIC SAFETY CORRECTIONS ADMINISTRATION POLICY AND PROCEDURES	EFFECTIVE DATE: March 30, 2016	POLICY NO.: COR.14.22
		SUPERSEDES (Policy No. & Date): COR.14.22 (4/21/10)	
	SUBJECT: ELECTRONIC MONITORING SERVICE (EMS)		Page 1 of 10

1.0 PURPOSE

To establish an electronic method of monitoring in-community defendants awaiting court adjudication or offenders, who are participating in an intermediate sanction or an alternative to an incarceration program. This method is open to other offenders who may benefit from closer monitoring when in a community program, including those on pretrial release, furlough, probation, and parole.

2.0 REFERENCES AND FORMS

.1 References:

- a. Hawaii Revised Statutes (HRS) § 353-10.5, Intermediate Sanctions; Eligibility; Criteria and Conditions.
- b. HRS § 353-63.5, Intermediate Sanctions; Eligibility; Criteria and Conditions.
- c. HRS § 353G-7, Conditions of Parole or Other Release from a Correctional Center or Facility.
- d. HRS § 706-605.1, Intermediate Sanctions; Eligibility; Criteria and Conditions.
- e. HRS § 706-624, Conditions of Probation.
- f. HRS § 706-672, Place of Imprisonment.

.2 Forms

- a. PSD 8703 – Electronic Monitoring Service, Terms and Agreement form (attached).

3.0 DEFINITIONS

- .1 CCC – Community Correctional Centers including Hawaii Community Correctional Center, Kauai Community Correctional Center, Maui Community Correctional Center, Oahu Community Correctional Center, and Women's Community Correctional Center.

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COR P & PM	SUBJECT: ELECTRONIC MONITORING SERVICE (EMS)	POLICY NO.: COR.14.22
		EFFECTIVE DATE: March 30, 2016
		Page 9 of 10

- d. In incidents of theft or damage, the police may be informed and appropriate criminal proceedings may be taken against the offender/defendant/client.

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**STATE OF HAWAII
DEPARTMENT OF PUBLIC SAFETY**

**ELECTRONIC MONITORING SERVICE
Terms and Conditions**

Client's Name: _____ SSN: _____

Residence: _____

Phone: _____ Equipment No.: _____

1. I understand that unless ordered by the Court, participation in the Electronic Monitoring Service (EMS) is voluntary.
2. I understand that my participation in this service will be monitored by a tamper-proof, non-removable wristlet or ankle bracelet, which I agree to wear 24-hours a day while being electronically monitored. I also understand that my location will be monitored by electronic devices. I further agree that the computer printout or audio tape may be used as evidence in a court of law to prove that a violation has occurred.
3. I know that it will be necessary for a monitoring device to be connected to my home telephone and agree to install such device as instructed by the caseworker/designee. I agree to allow the caseworker/designee to enter my home to install, maintain, and inspect this device if required.
4. All expenses of special adapters necessary in the installation of the electronic equipment and/or the expense of telephone calls incurred to monitor this equipment shall be borne by me.
5. I understand that as part of the EMS, unannounced home visits and/or worksite visits may be made. My refusal to allow access to my home or worksite may result in my arrest and/or termination from the EMS.
6. I agree to remain at my residence at all times, except for those hours authorized by the court and/or caseworker to fulfill my employment, community program responsibilities, and for medical emergencies or to prevent injury to myself or to others. I shall inform my social worker/designee of the facility immediately after the emergency.
7. I understand that I shall not indulge in drugs, alcohol, or other specified substances while being electronically monitored. I shall be subjected to random urinalysis.

Electronic Monitoring Service
Terms and Conditions

8. I understand that I must keep the monitor on my wrist or ankle and the receiver and phone plugged into the appropriate outlets at all times. Care and maintenance of the equipment have been explained to me, and I will not tamper or attempt to fix nor allow someone else to tamper or attempt to fix any of the equipment. All equipment malfunctions shall be reported to the caseworker/designee or to the facility immediately.
9. All equipment shall be returned to the facility upon termination from the EMS. If I do not return the equipment in good condition, I may be charged with theft or vandalism and/or required to pay for the repair/replacement of said equipment.
10. I understand that I must abide by all other terms and conditions imposed as a condition of my release into the community as set forth by the court, department, or facility.
11. Special conditions of the program (work, appointments, curfew hours, etc.)

ACKNOWLEDGMENT OF CLIENT AND RESPONSIBLE PARTY

I fully understand the above terms and conditions of electronic monitoring and further understand that any violation of these terms and conditions may result in my removal from the service and return to secure detention.

_____	_____	_____	_____
Client Signature	Date	Case Worker/Designee	Date
_____	_____	_____	_____
Responsible Party Signature	Date	Case Worker/Designee	Date