

Advantage Sentencing Alternative Programs, Inc.
309 East Joppa Towson, MD 21286

Office: 410-832-1717 Fax: 410-832-1719

PARTICIPANT RULES AND AGREEMENT

1. I am participating voluntarily.
2. I have a stable residence in which to live.
3. If my monitoring equipment communicates through a home telephone line, it must be a standard and private home telephone line with no additional features (caller ID is acceptable, but NO other features such as voicemail, call waiting, three way calling, forwarding, call intercept, etc.), and the phone line must have long distance. GPS monitoring does not use a phone line. SCRAM and radio frequency monitoring can be done with or without a home phone line. Rule #4 and Rule #5 only apply to monitoring using a home phone line.
4. I will not answer my home phone until after it rings two (2) times.
5. When using the telephone, if I hear a machine cutting in, I understand that I must hang up, and wait at least fifteen (15) minutes before using the phone again.
6. I agree to wear a transmitter device that is installed on my ankle, twenty-four (24) hours a day for as long as I am involved in the program. I will only allow a member of A.S.A.P., Inc. to remove it.
7. I agree to have a device called a "home monitoring unit" (HMU) installed in my home. I agree that a representative from A.S.A.P., Inc. may enter my residence for the purpose of checking this device.
8. I understand that my participation in the A.S.A.P., Inc. Home Detention Monitoring Program is Court Ordered and any violation with A.S.A.P., Inc. will be reported to the Court. I additionally understand that a violation of the home detention order or agreement may be considered an escape and subject to prosecution and imprisonment.
9. I agree that I will be careful in wearing the transmitter and using the equipment while it is in my possession and not perform any activity that would be unsafe to me because I am wearing this equipment.
10. I agree that I will be responsible for the costs of repairing or replacing the equipment if it is damaged by me, my family, or any other party. The costs for replacement are listed on the equipment responsibility form.
11. I understand that if I notice the equipment is not working properly, or in the case of a natural disaster (fire, flood, storm, etc.), I will contact an A.S.A.P., Inc. agent immediately.
12. I agree that I will not submerge the transmitter in water. While bathing I must have my leg over the side of the bath tub, out of the water. While showering, I understand that I must thoroughly cleanse the area around the transmitter with soap and water, and dry underneath. I understand the transmitter, straps, and all parts of the equipment are hypoallergenic and will not cause any type of harm to my body.
13. I must provide the following to verify my identity; in possession of Court Documents, MVA issued driver's license or age of majority (Photo ID) card, employment or any other type of Photo ID card. Copies of these documents will be placed in my file at the time of enrollment.

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14. I understand that I must provide A.S.A.P., Inc. with a copy of a current phone bill and Lease/Mortgage/Renters Agreement within fourteen (14) days of my enrollment in the program. Copies will be placed in my file.

15. I agree and understand that A.S.A.P., Inc., its Agents, and Employees are forever held harmless and blameless from any liability whatsoever arising from the use of the Home Detention Monitoring Systems. I give this release without any reservation of any kind.

16. I am aware that if I have a complaint about A.S.A.P., Inc. or one of its agents I will submit this in writing to Mr. Winchester.

17. I agree and understand that my sentence requires me to be confined to my residence subject to the curfew schedule set by A.S.A.P., Inc. and the Court. Residence is defined as the physical building in which the client lives, and as far as the monitoring equipment allows inside of this building. It does not include basements, attics, outbuildings, garages, sheds, and land surrounding the residence.

18. I understand that if I have a medical emergency, I must contact an A.S.A.P., Inc. agent immediately and provide valid verification within 24 hours of leaving my residence.

19. I agree that I will not use alcoholic beverages or drugs of controlled / uncontrolled substances unless my doctor prescribes them for me. I must provide copies of all prescriptions to A.S.A.P., Inc.

20. I understand that I am required to submit to random drug/ alcohol tests (urine samples and / or breath alcohol tests and such) at my own expense, at the discretion of a member of A.S.A.P., Inc. and the Court. I understand that I am not to use the restroom at A.S.A.P., Inc. without permission.

21. I agree and understand that A.S.A.P., Inc., its agents, and employees will not provide me with food, clothing, shelter, medical, and / or dental care while I am participating in the program.

22. I understand that A.S.A.P., Inc. does not discriminate against Race, Religion, Gender, Sexual Orientation, Economic Status, Origin, Etc.

23. I irrevocably authorize A.S.A.P., Inc., its agents, and employees to communicate with and report (written and verbal) to the Court, my probation officer, and my attorney, any information pertaining to my participation in the A.S.A.P., Inc. Home Detention Monitoring program. I additionally authorize the person(s) that I have listed to have access to my file at the time of my hook-up, to be able to obtain this information.

24. I understand that if I, or any of the above listed parties would like access to my case records, they can be obtained by submitting a written request to the A.S.A.P., Inc. office. Records are subject to a fee of \$.10 per page.

25. I agree to provide to A.S.A.P., Inc. a copy of all correspondence related to my case that is prepared by myself or counsel directed to my court of record. (Correspondence shall include letter, Court Order or modifications thereto.) If such correspondence results in a court appearance, A.S.A.P., Inc. must be notified at least ten days prior to the court date.

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26. If an A.S.A.P., Inc. agent is needed to appear in Court for any reason, there will be a \$100 fee for this service.

27. I agree to submit schedules in writing by fax or email, no later than 3PM the day prior to my requested leave, or by 3PM Friday for weekend leaves. No exceptions, and no verbal requests will be accepted. I am required to call 15 minutes after submission to confirm approval.

28. I agree to submit written verification of all activities that are performed outside of my home.

ALL ACTIVITIES MUST BE ALLOWED BY COURT ORDER.

A. I agree to submit verification of weekly work hours. Verification should be originals or copies of pay stubs. Verification of employment must be from an independent source. I must notify ASAP immediately of any change in employment.

B. I agree that all activities outside of home or work that are permitted and pre-approved must be verified:

1. Religious Service: Get a bulletin with the name, address, and phone number of the place of worship. Have the service officiant sign next to the date. **Only if allowed by Court**

2. AA/NA meetings/counseling: Name, Location, Telephone Number, Date and Time, Stamped attendance record. Only stamped meetings permitted.

3. Personal time for activities necessary to maintain the household and/or personal hygiene: Receipts with Date and Time, Signed and Dated Business cards. **Only if allowed by Court.**

C. I agree that if I am allowed to participate in any of the above activities, I am to use the following time guidelines:

1. Religious service: Permitted to attend one service per week for a maximum of 4 hours, including travel. This must take place between 8:00am and 7:00pm.

2. AA/NA meeting/counseling: Permitted 2 hours to attend one meeting per day, and must return home and be in range by 11:00pm.

3. "Personal Time": Permitted a maximum of 4 hours, including travel time, one time per week, between the hours of 8:00am and 7:00pm.

29. All allowable activities are at the discretion of A.S.A.P., Inc. and activities may be revoked at any time. A.S.A.P., Inc. reserves the right to require GPS monitoring at any time, at an additional cost.

30. I understand that when I leave my home I must immediately and directly report to my authorized destination, and return immediately home when my business at this location is completed.

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31. I understand that there are special holiday restrictions on all activities/outings. I will be notified in writing prior to each holiday of these restrictions.

32. I understand that I am required to report to the offices of A.S.A.P., Inc. at a minimum of every two weeks. I understand that these appointments are required, and if I do not abide, I can be violated from the program. A.S.A.P., Inc. reserves the right to require any client to report to the office on a more frequent basis.

33. I understand that I must spend a MINIMUM of six (6) consecutive hours within a twenty four (24) hour period in my home, regardless of employment. I am not permitted to work more than eighteen (18) hours in a twenty-four (24) hour period, including travel time.

34. I understand that I am not permitted to be away from my home for more than twenty-four (24) hours. If I am away from my home for more than twenty-four (24) hours, a letter of violation will be sent to the appropriate authorities.

35. I understand that at all times while in the A.S.A.P., Inc. office, myself and any persons that are accompanying me are being audio and video recorded. I authorize A.S.A.P., Inc. to do so.

I, being of sound mind and body, have read or have had read to me, the terms and conditions of the A.S.A.P., Inc. Home Detention Monitoring Program. I understand that all rules and regulations are subject to change. I fully understand all terms and conditions, and agree to abide by these rules and regulations.

Client signature

Date

A.S.A.P., Inc. Representative Date