



California Department of Mental Health

Sex Offender Commitment Program Community Safety Plan

Terms and Conditions of Outpatient Treatment

Patient Name: David Chambless

Date: January 22, 2008

ADVISORY

The California Department of Mental Health is responsible to provide Outpatient Treatment through the Conditional Release Program. The Department has contracted for Outpatient Treatment to be provided to you by Liberty Healthcare/CONREP.

Your placement on Outpatient Treatment depends upon your acceptance of the following Terms and Conditions of Outpatient Treatment. Your acceptance of these Terms and Conditions does not automatically guarantee that you will be released to, or retained on, Outpatient Treatment status.

If you are accepted into Outpatient Treatment, any failure by you to abide by these Terms and Conditions may result in various actions, including hospitalization and/or revocation of your Outpatient Treatment status. Also, if your Community Program Director believes that you are clinically in need of inpatient treatment and/or can no longer be safely treated in the community, you may also be hospitalized at either a state hospital or other designated facility. Your Community Program Director will be responsible to report your progress in the program and your compliance with these Terms and Conditions of Outpatient Treatment to the legal authority authorizing your Outpatient Treatment status.

If you are accepted into Outpatient Treatment, your treatment and supervision will be overseen by a Community Safety Team, which may consist of representatives of local law enforcement, a victim advocate, a polygrapher, and a specialized sex offender treatment provider. Your CONREP Community Program Director is chair and will facilitate this group. With the exception of law enforcement representatives, this group will freely exchange all information related to your treatment and supervision. By your initials here, you agree to provide any necessary written authorization to facilitate this exchange of information.

Initial DC

This document consists of this Advisory, Agreement, and Terms and Conditions of Outpatient Treatment. The Terms and Conditions necessary for you to be accepted into and maintained in the program are attached to this agreement and are incorporated into this agreement. By initialing each one, you indicate your understanding of the condition and your willingness to fully comply with it. If you have any questions about the meaning of any condition, please discuss it with your program representative.

SECTION A
GENERAL TERMS AND CONDITIONS

A.1 Active Participation: I will comply with, and actively participate in, all treatment requirements, which are communicated to me by my Community Program Director.

Initial DC

A.2 Obey all Laws: I will obey all laws and promptly report to my Community Program Director at the earliest possible time the fact that I have been arrested for, charged with, or questioned by any law enforcement agent regarding any matter.

Initial DC

A.3 Residence: I will maintain a residence approved by my Community Program Director and will not relocate from that residence nor will I accept overnight visitors without the prior written approval of my Community Program Director.

Initial DC

A.4 Home Visits: I will submit to scheduled and unscheduled visits to my residence by any person delegated by my Community Program Director to conduct such residential visits.

Initial DC

A.5 Searches: I agree to submit to a search of my person, residence, automobile, and any property under my control by my Community Program Director or designee and at the direction of my Community Program Director, any law enforcement officer.

Initial DC

A.6 Drug/Substance Abuse Prohibition: I will not use, possess, handle, traffic in, transport, or otherwise be involved with any illegal narcotics/dangerous drugs, controlled substances, or drug paraphernalia. I will not use any legal drug (with or without a prescription) or over the counter medication unless I have first discussed this usage with the CONREP-designated physician.

Initial DC

A.7 Substance Abuse Testing: I will submit to scheduled and unscheduled tests of my urine to determine any use of substances, legal or illegal, which are prohibited in these Terms and Conditions of Outpatient Treatment.

Initial DC

A.8 Substances Used to Alter Substance Abuse Testing: I will not knowingly purchase, have in my possession or consume substances for the purpose of altering the results of any Substance Abuse Testing, Polygraph Examination, or Testosterone Level testing.

Initial DC

A.9 Travel Restrictions: I will not travel outside the county of my authorized residence without the prior approval of my Community Program Director; nor will I travel outside the State of California without prior written approval of the Superior Court Judge.

Initial DC

A.10 Prohibition of Association with Criminals or Known Sex Offenders: I will not knowingly associate with persons who have been arrested for, charged with, convicted of, or involved in any criminal activity, or deviant sexual behavior, except as directed for treatment purposes, without the prior authorization of my Community Program Director.

Initial DC

SECTION A
GENERAL TERMS AND CONDITIONS (CONT'D)

A.11 Weapons Prohibition: I will not own, use, possess, receive, transport or have access to any firearm, replica firearm, ammunition or other weapons, as defined in Penal Code Section 12020. I will not knowingly associate or participate in any activities with persons known to carry weapons without the prior written authorization of my Community Program Director. This includes, but is not limited to, my place of work and residence. (For a copy of Penal Code Section 12020, you may ask your Community Program Director.)

Initial PC

A.12 Compliance with Medication Program: I will comply with my prescribed medication, including injectable medication, when ordered by a licensed program physician and authorized by my Community Program Director. I understand that this also means that I will comply with all laboratory/testing procedures determined necessary by the program physician as a result of my participation in the prescribed medication regimen.

Initial PC

A.13 Assistance with Collateral Contacts: I will assist the Program in identifying and contacting individuals and/or agencies that the Program may wish to contact during the course of my Outpatient Treatment in order to facilitate evaluation of my performance in the community. I will comply with any request to provide any necessary written authorization allowing my Community Program Director to discuss my community adjustment with these individuals and/or agencies.

Initial PC

A.14 Major Life Decisions: I will consult with my Community Program Director before making any major life decision including (but not limited to) purchasing a car, entering into marriage or divorce, purchasing a home or entering into any lease agreement for either a home or apartment, as well as entering into financial obligations of more than \$500.

Initial PC

A.15 Benefits Applications: I agree to apply for any financial benefits to which I may be entitled as directed by my Community Program Director. I also agree to advise my Community Program Director of the progress of such application including the award and receipt of payment.

Initial PC

A.16 Self-Support and Responsibility for Cost of Care: I agree to use any resources or income that I have available to me (including but not limited to SSI/SSP, Veterans Disability, Social Security Disability, Savings, Annuities, or Retirement Benefits) to pay for my basic food, clothing, shelter, and personal and incidental expenses. All retroactive lump sum payments are included in such sources of income. In addition, I further agree to comply with any reimbursement agreement for any funds granted to me through CONREP Interim Assistance Funding.

Initial PC

A.17 Credit and Bank Accounts: I agree not to obtain any credit cards or open any bank account without the written permission of my Community Program Director. At such time as I may obtain credit or open a bank account, I agree to submit all monthly credit statements and account statements for review.

Initial PC

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**SECTION B
SPECIAL TERMS AND CONDITIONS**

Agreement to the following SPECIAL TERMS AND CONDITIONS FOR OUTPATIENT TREATMENT has been clinically determined to be essential due to individual factors of my particular case history with the indicated Reason Code. These terms are the conditions of my being released to Outpatient Treatment.

**REASONS FOR SPECIAL AND INDIVIDUAL
TERMS AND CONDITIONS OF OUTPATIENT TREATMENT**

- 1. = History of alcohol and/or drug use/abuse
- 2. = Related to Commitment Offense(s)
- 3. = Nature of Commitment Offense(s)
- 4. = Related to Previous Offense(s)
- 5. = Treatment based on Psychiatric History
- 6. = Conditions due to Current Functioning
- 7. = History of Predatory Sexual Behavior
- 8. = Individual High Risk Element
- 9. = Other Good Cause Determined by Community Program Director

	Reason Codes
B.1 ALCOHOL PROHIBITION	
I will totally abstain from the use of alcohol and will not visit places where alcohol is the chief item of sale.	(1)
Initial <u>PC</u>	
B.2 OPERATION OF A MOTOR VEHICLE	
a. I will not operate a motor vehicle unless and until I receive written authorization from my Community Program Director.	(9)
Initial <u>PC</u>	
b. If I am given authority to operate a motor vehicle, I agree to use this mode of transportation to attend sex offender treatment, medical appointments, employment, vocational training, shopping, and pre-approved leisure activities only. I further agree to go directly to and from these destinations only. A daily routine will be established and adhered to. I will not deviate from this routine without the approval of my Community Program Director.	(9)
Initial <u>PC</u>	
c. I will not drive a motor vehicle having any passenger who is a minor, without the prior written permission of my Community Program Director.	(9)
Initial <u>PC</u>	
d. I will not pick up any hitchhiker(s) or hitchhike myself.	(9)
Initial <u>PC</u>	

SECTION B
SPECIAL TERMS AND CONDITIONS (CONT'D)

**Reason
Codes**

B.3 VICTIM CONTACT PROHIBITION

I will not have any contact or communication with my victim or any of my victim's families without the prior written approval of my Community Program Director. This includes visiting or frequenting the place of their residence, work or crime scene whether they are present or not. (2)

Initial AC

B.4 CONDITIONS FOR PERSONS WITH A HISTORY OF SEXUAL OFFENSES

a. I will not possess cameras, video camera recorders, movie cameras, viewers, or any type of video and/or camera equipment without prior approval of my Community Program Director. (4)

Initial AC

b. I will not view television shows, motion pictures, or video tapes which act as stimulus to arouse me. (8)

Initial AC

c. I will not view, purchase, have access to, possess or use any type of sexually stimulating, or sexually oriented material, such as, but not limited to, pictures, magazines, video tapes or movies. (8)

Initial AC

d. I will not patronize or frequent areas of sexual or pornographic activity, such as, but not limited to, adult bookstores, massage parlors, topless bars, sex toys/novelty shops, or other such places. (8)

Initial AC

e. I will not utilize any "pay for call" telephone service (e.g., 900 area code numbers) that is specifically oriented to sexual discussion of any kind. I further agree to have a "phone block" installed on my residential phone to prevent such calls. (8)

Initial AC

f. I will be responsible for being fully and appropriately clothed at all times. This includes the wearing of undergarments and clothing in places where another person may be expected to view me. (8)

Initial AC

g. I will not possess binding restraints, handcuffs or other such devices. (8)

Initial AC

SECTION B
SPECIAL TERMS AND CONDITIONS (CONT'D)

**Reason
Codes**

B.4 CONDITIONS FOR PERSONS WITH A HISTORY OF SEXUAL OFFENSES (CONT'D)

- h. I will at no time, access the internet for any reason, without the prior approval of the Community Program Director. (8)

Initial PC

- i. I agree not to join or visit any club, gymnasium, or group without the prior approval of the Community Program Director. (9)

Initial PC

- j. I agree to strictly avoid all environments of which persons similar to my victim profile are the primary patrons. (7)

Initial PC

- k. I agree not to purchase any long distance phone cards without the prior approval of the Community Program Director. (9)

Initial PC

- l. I agree not to obtain any telephone or other communication devices (cell phones, pagers, etc.) without the prior approval of my Community Program Director. I further agree to provide a record of my telephone calls upon demand to the Community Program Director. (9)

Initial PC

- m. I agree to submit to polygraph examinations upon the demand of the Community Program Director. I agree to answer polygraph questions regarding my treatment and any events occurring after my release to outpatient treatment. I also agree to answer questions related to my history of sexually deviant behavior. (7)

Initial PC

- n. I agree not to attend any community events or activities that might restrict the freedom of my victims or their families to attend, without the prior approval of the Community Program Director. (7)

Initial PC

See Section D which lists additional conditions for persons with a history of sexual offenses involving minors.

**SECTION B
SPECIAL TERMS AND CONDITIONS (CONT'D)**

**Reason
Codes**

B.5 SEX OFFENDER REGISTRATION

(7)

Pursuant to Penal Code Section 290, I will register as a sex offender with the local law enforcement authorities in my area of residence:

- within five (5) working days of my release to the community;
- within five (5) working days of any change in my residence; and,
- within five (5) working days of any change in my employment.

I am responsible to verify my address no less than once every 90 days and place of employment, including the name of my employer.

I will update my registration on an annual basis with the local law enforcement authorities of my area of residence or domicile within five (5) working days of my birthday.

I will notify my Regional Coordinator of my specific plans to register as a sex offender no less than 14 days in advance of the required registration or address verification date.

I recognize that this responsibility shall continue to be a legal obligation for me for the remainder of my life as long as I reside or am domiciled within California. I acknowledge that I am responsible for keeping abreast of any changes in this reporting law and for full compliance with any such changes. I further understand that it is a crime for me to fail to comply with any applicable registration requirements, including the provisions of Megan's Law.

Initial PC

B.6 INDIVIDUAL TREATMENT PROGRAM

I will participate in the following special treatment services in addition to the basic outpatient program agreed to above. I agree to keep all appointments and cooperate in a meaningful manner with all components of treatments. My Community Program Director has approved my participation in this individualized treatment program.

- a. Individual psychotherapy as directed by my sex offender treatment professional. (7)

Initial PC

- b. Intensive group therapy as provided by my sex offender treatment professional. (7)

Initial PC

- c. Psychological Assessments. (7)

Initial PC

- d. Abel Assessments and/or Penile Plethysmography. (7)

Initial PC

SECTION B
SPECIAL TERMS AND CONDITIONS (CONT'D)

**Reason
Codes**

B.6 INDIVIDUAL TREATMENT PROGRAM (CONT'D)

e. Drug and alcohol screening tests. (1)

Initial AC

f. Testosterone blood levels and bone density testing: if ordered, anti-androgen therapy including injections/implants. (7)

Initial PC

B.7 REHABILITATION

I agree to attend career training, self-help groups, college, volunteer work, or any other daily activities as directed by my Community Program Director. I also agree to seek and maintain employment as directed by my Community Program Director. (7)

Initial PC

B.8 GLOBAL POSITIONING SYSTEM (GPS) MONITORING

a. I agree to 24-hour-per-day surveillance using GPS technology. (7)

Initial PC

b. I agree to wear an ankle bracelet and be physically within 50 feet of a designated monitoring device at all times. (7)

Initial PC

c. I agree to fully participate and comply with all restrictions associated with GPS, including community areas of exclusion and inclusion. (7)

Initial PC

d. When using a public bus for transportation, I agree to sit next to a window with the GPS device in my lap. (7)

Initial PC

B.9 SUPERVISION

a. I agree to surrender to local law enforcement at the direction of the Community Program Director, pursuant to Penal Code Section 1610. (7)

Initial PC

SECTION B
SPECIAL TERMS AND CONDITIONS (CONT'D)

**Reason
Codes**

B.9 SUPERVISION (CONT'D)

- b. I agree to keep a daily journal in which I will log the date, time, and destination of all my travels outside of my residence. I understand that this journal will be used in conjunction with Global Positioning System (GPS) and will be utilized as a relapse prevention tool as well. I agree the journal will be available, at the direction of my Community Program Director, for review by law enforcement. (7)

Initial DC

B.10 CURFEW

- I will not be absent from my place of residence, except for an emergency, between the hours of **8:00 p.m. and 6:00 a.m.** During the other hours, I may not be absent from my place of approved residence for more than 8 sequential hours. Any change of this particular term and condition requires prior written approval from the Community Program Director. (7)

Initial DC

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**SECTION C
INDIVIDUAL TERMS AND CONDITIONS**

Agreement to the following INDIVIDUAL TERMS AND CONDITIONS FOR OUTPATIENT TREATMENT has been clinically determined to be essential due to individual factors of my particular case history with the indicated Reason Code. These terms are the conditions of my being released to Outpatient Treatment.

**REASONS FOR SPECIAL AND INDIVIDUAL
TERMS AND CONDITIONS OF OUTPATIENT TREATMENT**

1. = History of alcohol and/or drug use/abuse
2. = Related to Commitment Offense(s)
3. = Nature of Commitment Offense(s)
4. = Related to Previous Offense(s)
5. = Treatment based on Psychiatric History
6. = Conditions due to Current Functioning
7. = History of Predatory Sexual Behavior
8. = Individual High Risk Element
9. = Other Good Cause Determined by Community Program Director

- | | Reason
Codes |
|---|-------------------------|
| C.1 I will not take any substances intended to increase my testosterone level or engage in any testosterone replacement therapies, without written permission of the Community Program Director. | (7) |
| Initial <u>PC</u> | |
| C.2 I will keep a daily journal of negative emotions (i.e., frustration, resentment, depression, hopelessness and self-deprecation) I have experienced and coping strategies I have used in order to try to cope with these emotions. I will report any significant ongoing negative emotions to CONREP staff and treatment providers. | (8) |
| Initial <u>PC</u> | |
| C.3 I will not befriend adults who have custody of minors or who have minors regularly present at their homes, without the permission of the Community Program Director. | (8) |
| Initial <u>PC</u> | |
| C.4 I agree to attend substance abuse recovery groups and/or meetings as directed by the Community Program Director. | (1) |
| Initial <u>PC</u> | |
| C.5 I will not go to or spend time at locations of known drug activity unless approved by the Community Program Director. | (1) |
| Initial <u>PC</u> | |

SECTION C
INDIVIDUAL TERMS AND CONDITIONS (Cont'd)

C.6 I will not associate with, spend time with or seek out individuals who use illegal drugs. (1)

Initial h

C.7 I will log and discuss with my treatment providers and my Liberty CONREP representatives if I feel overwhelmed or feel like giving up. (8)

Initial PC

C.8 I will only participate in recreational or leisure activities that have been approved by the Community Program Director or his designee. (7)

Initial PC

C.9 I will not possess lubricants designed for sexual purposes. (8)

Initial PC

C.10 I will log and report any deviant sexual thoughts or fantasies that I experience. (8)

Initial PC

C.11 I will not collect items (underwear, earrings, locks of hair) from women I have been involved with sexually. (8)

Initial PC

C.12 I will develop a schedule of activities every day with the approval of CONREP staff. I will take part in the activities I have scheduled. If I am unable to follow through with these activities, I will discuss this with CONREP staff first. Changes in this term are under the authority of the Community Program Director. I agree to report to any location at any time at the direction of CONREP staff. (7)

Initial PC

C.13 I will discuss any medication changes I am considering with both CONREP staff and my psychiatrist before making any changes. I understand that refusing to take prescribed medications while in the community could result in rehospitalization. (9)

Initial PC

C.14 I will allow CONREP staff to discuss my sexual offense history with anyone I become involved with sexually or romantically. I agree to allow this person to become a collateral contact. (7)

Initial PC

SECTION C
INDIVIDUAL TERMS AND CONDITIONS (Cont'd)

C.15 I will disclose to CONREP staff, on an ongoing basis, all significant personal relationships I develop. Significant relationships will include, but not be limited to, those persons considered “friends” and those to whom I am sexually attracted and with whom I have regular, ongoing contact. (7)

Initial PC

C.16 I will discuss any medication side-effects with CONREP staff as soon as I experience them. (9)

Initial PC

C.17 I will not attend any religious congregation without first informing the religious leader(s) at the specific location (e.g., priest, rabbi, reverend, imam, etc.) of my history of sex offending. (7)

Initial PC

C.18 I will not accept any employment (e.g., full-time, part-time or contract) or volunteer opportunities without prior approval by the Community Program Director. (7)

Initial PC

C.19 I will not accept any employment (i.e., full-time, part-time or contract) or volunteer opportunities that involves going to or into people’s residences without prior approval by the Community Program Director. (7)

Initial PC

C.20 I will communicate my intentions with others regarding sexual and or romantic relationships to CONREP staff. In addition, I will also report to CONREP staff any sexual contact, whether consensual or non-consensual. This report will include the range of behavior from hand-holding to intimate sexual contact. (7)

Initial PC

C.21 I will not disclose the names of my treatment providers to any media personnel or any other person not involved in my treatment or supervision. (9)

Initial PC

C.22 I will not purchase or give any items to minors, either directly or indirectly (i.e., giving something to someone else to give to a minor). (2)

Initial PC

C.23 I will not possess any electronic items that have potential Internet connectivity such as palmtop, laptop or desktop computers with modems without prior approval by the Community Program Director. (8)

Initial PC

C.24 I will not possess any pets without approval of the Community Program Director or designee. (9)

Initial PC

C.25 I will comply with all necessary requirements to avoid GPS violations. (9)

Initial PC

C.26 If registered under PC 290 as "Transient," I agree to provide CONREP staff with my location for the evening no later than 6 p.m. (9)

Initial PC

C.27 I agree to wear a portable alcohol-use monitoring device or take Antabuse as directed by the Community Program Director in consultation with a physician. (1)

Initial PC

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SECTION D

**CONDITIONS FOR PERSONS WITH A HISTORY OF
SEXUAL OFFENSES INVOLVING MINORS**

[The word "minor" as used in these Terms and Conditions means anyone under the age of 18 years (California Civil Code Section 25).]

- | | Reason
Codes |
|---|-------------------------|
| <p>D.1 I will not initiate, establish, or maintain contact with any minor without prior written permission from my Community Program Director. I understand this means that I will have no direct or indirect contact with any minor whether personally, by telephone, "Internet," letter, or through another person. This includes any attempted contact with an adult when I am reasonably aware of the possibility that a minor is likely to be present, as well as my being in the immediate proximity of any minor.</p> | (3) |
| <p>Initial <u>PC</u></p> | |
| <p>D.2 I will not reside in an apartment complex or other residential setting, or in neighborhoods with large numbers of children, nor will I reside in any neighborhood near a park, school, or minors' playground area.</p> | (3) |
| <p>Initial <u>PC</u></p> | |
| <p>D.3 I will not enter into the premises, nor travel past, loiter, or frequent places where minors congregate (including, but not limited to, playgrounds, schools, video arcades and swimming pools), nor will I knowingly enter any area which is within a hundred yards of the perimeter of any elementary, secondary/middle, or high school without the prior written permission of my Community Program Director.</p> | (3) |
| <p>Initial <u>PC</u></p> | |
| <p>D.4 I will promptly bring to the immediate attention of my Community Program Director any "accidental" contact with any minor.</p> | (3) |
| <p>Initial <u>PC</u></p> | |
| <p>D.5 I will not knowingly date, have a romantic interest in, sexual relationship or socialize with, any person who has physical custody of any minor without the prior written authorization of my Community Program Director.</p> | (3) |
| <p>Initial <u>PC</u></p> | |
| <p>D.6 I will not possess children's clothing, toys, games, etc. without the prior written approval of my Community Program Director.</p> | (3) |
| <p>Initial <u>PC</u></p> | |

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AGREEMENT

I will therefore comply with each of the attached TERMS AND CONDITIONS OF OUTPATIENT TREATMENT, GENERAL (Section A), SPECIAL (Section B), INDIVIDUAL (Section C) and CONDITIONS FOR PERSONS WITH HISTORIES OF SEXUAL OFFENSES INVOLVING MINORS (Section D), which I have initialed and are incorporated into this document as Sections.

SIGNED: *Paul Mark Chum*
APPLICANT FOR OUTPATIENT TREATMENT

Dated This 22 Day Of JAN, 2009, At COALINGA, California

SIGNED: *Jayne D. Stale ACSW*
CONREP COMMUNITY PROGRAM DIRECTOR OR REPRESENTATIVE

Dated This 21 Day Of February, 2008, At San Diego, California

I have read and approved the TERMS AND CONDITIONS OF OUTPATIENT TREATMENT, GENERAL (Section A), SPECIAL (Section B), INDIVIDUAL (Section C) and CONDITIONS FOR PERSONS WITH HISTORIES OF SEXUAL OFFENSES INVOLVING MINORS (Section D). I authorize law enforcement to apprehend and detain **David Chambless**, pursuant to Penal Code Section 1610 and other applicable provisions of the law.

Signed: _____
SUPERIOR COURT JUDGE

Dated This _____ Day Of _____, 20__, At _____, California