

Electronic Monitoring Program Rules

A Compilation of California County Juvenile Justice System Rules
Relating to Electronic Monitoring Programs for Youth

compiled and edited by Catherine Crump & Amisha Gandhi

2018

Preface

In June 2018, we filed Public Records Act requests with all California counties to collect the rules youth in the juvenile system must follow while being electronically monitored. This compilation contains a curated selection of the records we received.

Our request letters asked for, “all electronic monitoring-related contracts between the county and juvenile probationers. These contracts contain the terms and conditions to which juveniles must consent when they are on electronic monitoring.” Some counties responded promptly and fully to our request. As for the others, we followed up with county probation departments by email and phone to obtain complete responses. We then selected the most pertinent records and arranged them into this compilation.

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ALAMEDA

**ALAMEDA COUNTY PROBATION DEPARTMENT
JUVENILE GLOBAL POSITIONING SATELLITE (GPS) PROGRAM
CONTRACT
GPS Unit (510) 667-7634 or (510) 667-7691**

DATE: _____

DPO _____

COURT CASE # _____

I, _____ hereby agree to abide by the general rules listed below of the GPS Program.

APPENDIX D

It is my understanding that the intensive supervision means that the child will remain at the following designated home(s) at all times and will not be permitted to attend movies, parties or social gatherings without prior approval. I understand that my child is technically a detainee of the Alameda County Juvenile Hall who has been entrusted to my care and custody.

1. I will obey all laws of the community and the GPS program.
2. I will not leave Alameda County without prior approval from the Probation Department.
3. I will have no contact with my friends at my home without my parent/guardian present and with approval from them. I understand that I am limited to one visitor at a time.
4. I agree, if for any reason I am no longer eligible for participation in the GPS Program that I may be removed from the program and taken into custody without a warrant and I may not be re-enrolled in the program.
5. I will request approval from the GPS office of any scheduled appointments or activities (haircut/doctor/church/shopping) 48 hours in advance. I understand that not all requests will be approved by the GPS office and will need the Probation Officer's approval.
6. I understand that an ACTIVE contact phone number is required for the GPS Program.
7. I acknowledge that the GPS Probation Staff may contact my employer, school or other program I am approved to attend at any time to verify my attendance and hours. I acknowledge that the GPS Probation Staff may also pull me out of my job, school, or program to visually verify my attendance.
8. I, as the parent/guardian give permission to the GPS Probation Staff to access my child's school attendance and discipline records. Parent/Guardian Signature _____
9. If I am unable to work or attend school due to illness, I will notify Probation Staff immediately.
10. During the times when I am allowed to leave my home, I will go directly and only to and from the destination(s) that have been approved.
11. If any part of my job is changed, I will notify the GPS Probation Staff and my Probation Officer.
12. If I have a medical emergency situation, I will handle it immediately, with appropriate documentation supplied to the GPS Probation Staff at the first available opportunity.
13. Minors on GPS will maintain and recharge their battery system daily.

APPENDIX E

Instructions to Probationer

1. As a condition of your supervision you have been ordered to submit to GPS Tracking/Surveillance as directed by the Deputy Probation Officer and/or the Court.
2. You will abide by all court orders and curfew restrictions. Court Curfew orders do not apply while on the GPS Program.
3. Equipment charging requirements and equipment care are as follows:
 - a. You must charge the device daily (7 p.m. to 9 p.m.) or as instructed by GPS Probation Staff.
 - b. **Do not tamper with the device or pull on the strap.**
 - c. **Do not expose the device to extreme temperatures or submerge in any body of water (swimming pools, hot tubs, bath tubs, lakes, rivers).**
 - d. **If you have problems with the device or equipment, contact the GPS Office immediately at (510) 667-7634 or (510) 667-7691.**
4. Neglect or abuse of the equipment may be considered failure to comply with the GPS Surveillance and may result in a violation of your Conditions of Probation.

FAILURE TO COMPLY WITH THE GPS PROGRAM MAY RESULT IN YOUR BEING RETURNED TO DETENTION AND/OR COURT.

I have read and understand the above instructions.

Signature

Date

Parent/Guardian Signature

Date

Probationer / PFN or Case #

DPO or JIO

ALPINE



REDDING OFFICE
2240 Court Street
Redding, CA 96001
530-691-0800
530-691-0700

FRESNO OFFICE
5424 N. Palm Ave.
Suite 108
Fresno, CA 93704
559-500-1600

Cashel C. White
cash@plelawfirm.com

July 5, 2018

Via email: agandhi@clinical.law.berkeley.edu

Amisha Gandhi
University of California Berkeley School of Law
Samuelson Law, Technology & Public Policy Clinic
353 Boalt Hall
Berkeley, CA 94720-7200

Re: C.P.R.A. Request – Electronic Monitoring of Juveniles on Probation

Dear Ms. Gandhi:

This firm represents the County of Alpine. Please accept this as the County's response to the above-referenced Public Records Act request, which was received by the County on July 2, 2018. Below is a list of your requests and a response to each of those requests.

Request #1: Electronic Monitoring Probationer Contracts: All electronic monitoring-related contracts between the county and juvenile probationers. These contracts contain the terms and conditions to which juveniles must consent when they are on electronic monitoring.

Response #1: The County of Alpine has no documents responsive to this request. The County has not placed a juvenile on probation in the past four (4) years and has not entered into a contract with any outside provider(s) related to electronic monitoring of juveniles.

Request #2: Probationer Contracts: All probation contracts between the county and juvenile probationers. These contracts contain the terms and conditions that government juveniles' conduct when they are on probation, regardless of whether they are on electronic monitoring.

Response #2: The County has no documents responsive to this request.

July 5, 2018
Re: Gandhi PRA Request – Electronic Monitoring
Page 2 of 2

Should you have any questions or wish to discuss this matter further, please do not hesitate to contact our office.

Yours very truly,

PRENTICE, LONG & EPPERSON, PC

A handwritten signature in black ink, appearing to read 'Cashel C. White', written in a cursive style.

Cashel C. White

Cc: Tami DiSalvo, Chief Probation Officer, Alpine County

00012413.1

AMADOR

MARK J. BONINI
Chief Probation Officer



DEBBIE SEGALE
Deputy Chief Probation Officer

ELECTRONIC MONITORING PROGRAM TERMS AND CONDITIONS

I, _____ agree to participate in the Amador County Alternative Custody Electronic Monitoring Program. I will comply with all zone restrictions, curfew restrictions, equipment charging requirements and care. I acknowledge I will be charged criminally with theft and/or fined for the replacement cost of the equipment in the event the equipment is not returned, lost, stolen and/or damaged. I further agree that any violation of City, County, State or Federal laws or failure to obey these rules and regulations may result in immediate incarceration, new criminal charges (including Escape), a violation of probation and cause to be removed from the program.

In addition, I understand and agree to the following:

- ___ 1. Participating in this program is strictly on a voluntary basis.
- ___ 2. Admittance to my residence shall be granted by all residents to any Probation Officer or peace officer at any hour of the day or night.
- ___ 3. All animals shall be confined to allow free access to my residence by any Probation Officer or peace officer.
- ___ 4. Submit my person, vehicle, or place of residence to search and seizure at any time of the day or night, with or without a search warrant, and with or without probable cause by any Probation Officer or peace officer.
- ___ 5. The making, drinking, possessing or being under the influence of ANY illegal narcotics, illegal drugs, or alcohol (or its containers), intoxicants or misuse, abuse of non-prescription or prescription medication is prohibited.
- ___ 6. Submit to testing for controlled substances/alcohol upon request of any law enforcement officer. Failure to submit or a positive test will result in return to custody.
- ___ 7. Not associate with any persons specified by Probation staff or parent (if you are a minor).
- ___ 8. Attend school regularly, if ordered to do so (if you are a minor).
- ___ 9. Report any problems with electronic monitoring equipment to Probation staff immediately.
- ___ 10. Abide by all instructions of the Court and Probation Officer.
- ___ 11. The County of Amador, its agents, and the company providing the electronic monitoring equipment are not liable for any damages or damages associated as a result of wearing or tampering with the monitoring device.

- _____ 12. The County of Amador, its agents, and the company providing the electronic monitoring are not responsible to provide medical or dental care or transportation while on the program.
- _____ 13. Remain within the interior of my residence at all times. I will only leave my residence when authorized to do so by probation staff. When on authorized leave, I will go to and from locations using the most direct route possible.
- _____ 14. Provide documentation for ALL authorized leaves of absence from my residence upon request.
- _____ 15. The possession of firearms or other dangerous/deadly weapons in the place of confinement is prohibited.
- _____ 16. I acknowledge I must charge the GPS device for one full hour – two times each day and/or as instructed. Specifically, the device must be charged once every twelve (12) hours, as indicated below:
Charge the GPS device for one full hour, between 6:00 a.m. and 8:00 a.m.
Charge the GPS device for one full hour, between 6:00 p.m. and 8:00 p.m.
- When the battery needs to be charged, the device will vibrate three times consecutively and then once every ten minutes until connected to the charger. During this time, the Power LED will blink in Red.
 - If the red PWR light comes on and stays on, you need to charge the GPS device immediately.
 - Do not attempt to charge the GPS device for more time than has been indicated above. For example, do not attempt to charge the GPS device while you are sleeping – it may cause the GPS device to be ‘overcharged’, which may cause the GPS device to fail, which will result in a violation of probation.
 - Make sure the GPS device is properly installed in the charger.
 - You must never allow the battery on the GPS device to become inoperable for any reason, as it will result in a violation of probation.
 - Do not strike or try to open the GPS device.
 - Do not tamper with the GPS device or pull on the strap
 - Do not strike or try to open the GPS device.
 - Do not attempt to force a boot over the GPS device.

When the GPS device vibrates for 10 seconds, push the button on the device, to signal acknowledgement, then you must contact Probation staff immediately.

_____ 17. Other _____
 My residence is located at _____, California.

I can be contacted at the following telephone number (209) _____.

I have reviewed, understand, and agree to abide by the above terms and conditions of the Electronic Monitoring Program. I also understand that failure to comply with any of the above conditions may result in my immediate incarceration in County Jail or return to Juvenile Hall custody, and further Court action.

This equipment is the property of 3m, but I agree I have legal and financial responsibility during the term of my temporary custody and use. I promise to protect and take care of this property to the best of my ability. Problems with or damage to the equipment will be reported by me to Probation staff immediately upon detection. I agree to reimburse 3m for any damage to the equipment. If I do not return the equipment intact to the Probation Department upon demand or upon reaching the end of the program participation (whichever comes first), I realize that I may be charged with theft.

Printed Name of Participant	Signature of Participant	Date
Printed Name of Staff Member	Signature of Staff	Date
Signature of Parent/Guardian		Date

BUTTE

GPS MONITORING PROGRAM

MINOR: _____

The above-named minor has been Court ordered to participate on the GPS Program.

1. ___ The minor is to obey all laws, abide by terms and conditions of probation as ordered by the Court, and follow all orders of probation, GPS staff, and parents or guardians.
2. ___ The minor must wear an ankle-transmitter 24 hours a day during the entire GPS Program.
 - a. Do **not** tamper with, remove, disconnect, or attempt to repair any of the electronic monitoring equipment.
 - b. Do not place unnecessary strain on the tamper band at any time.
 - c. The transceiver is waterproof; you may wear it to bathe or shower. There is no danger of electrical shock.
3. ___ Charging the GPS Transmitter:
 - a. The GPS Transmitter must be charged once (1x) a day for 120 minutes (2 hours) continuously using the supplied charging cord.
 - b. The GPS Transmitter is charged by attaching a supplied 15' (foot) charging cord to the transmitters charging plug. The OM210 power cord has a light indicator confirming power source and charge.
 - c. Do not charge the GPS transmitter while sleeping; sleeping while charging the transmitter can result in damage to the internal prongs in the charging port.
4. ___ GPS staff must authorize any activity that requires the minor to leave home after curfew or out of county. Call juvenile hall for after-hour emergencies only. They will not approve or modify passes.
5. ___ All requests for out of county or curfew passes must be made by the parents/guardians by noon on Fridays. The minor may not go beyond the perimeters set by probation or the minor will be in violation of probation.
6. ___ The minor may not visit friends at their homes or allow friends to visit his/her home at any time unless approved by GPS staff in advance.
7. ___ The minor is to attend school daily, including all classes, and must remain on campus at all times during school hours. The minor is NOT to arrive early to school or stop ANYWHERE on the way to and from home. The minor is to notify GPS staff immediately if he/she receives discipline or is suspended or expelled from school.
8. ___ The minor's parents/guardians must notify GPS staff before 8:30 A.M. if the minor is sick and will not be attending school. The minor may be required to obtain a note from a doctor verifying said illness.
9. ___ All residents of the household understand no individuals may join the household (move into, spend the night, visit for extended periods of time) unless specifically approved in advanced by GPS/probation staff. Immediate family (i.e. grandparents, siblings) may visit the residence. All other relatives must be approved in advance by GPS staff.
10. ___ In the event the parents/guardians are to be away from the residence overnight, the minor may go with the parents/guardians or arrangements must be made for responsible adult supervision of the minor (subject to GPS probation staff approval) and a one-week prior notice is required. The responsible adult will have to sign the GPS contract prior to the parents/guardians leaving town.

11. _____ All residents of the household agree to the following:
 - a. The minor is not to have access to any alcohol in the residence.
 - b. No illegal drugs or narcotics in the residence.
 - c. Firearms or dangerous weapons must be secured in a safe or lock box.
12. _____ All residents of the household must confine all animals to allow free access to the residence by probation or any other law enforcement officers.
13. _____ The County of Butte does not have any responsibility to provide food, shelter, clothing, or medical and dental to the minor during home detention.
14. _____ The County of Butte, its agents, and the company providing GPS equipment are not liable for any damages incurred as a result of the minor's wearing or tampering with the monitoring device. Any damages associated with wearing or tampering with the monitoring devices is a result of his/her own negligence.
15. _____ Other: **That the minor submit to a search of person, property, residence, vehicle, possessions under the minor's control, or a blood or breath test, at any time, day or night, with or without probable cause, by any Peace Officer, for the purpose of determining compliance with the orders of the Court.**

_____ I have reviewed, understand, and agree to abide by the above terms and conditions of the GPS Program. I also understand that failure to comply with any of the above conditions may result in my immediate return to custody.

Minor's Signature _____ **Date:** _____

Parent/Guardian Signature _____ **Date:** _____

Parent/Guardian Signature _____ **Date:** _____

Probation Officer/Tech Signature _____ **Date:** _____

CALAVERAS



CALAVERAS COUNTY PROBATION DEPARTMENT

Mailing: 891 Mountain Ranch Road, San Andreas, CA 95249
Physical: 23 East Saint Charles Street, San Andreas CA 95249
(209) 754-6466 ♦ Fax (209) 754-4913



Samuel Leach
Chief Probation Officer

Calaveras County Juvenile Probation Department Electronic Monitoring Program

I agree to placement in the Electronic Monitoring Program pursuant to the following terms and conditions:

1. To reside at the residence located at _____, California, County of Calaveras, which has an operating telephone at the number (209) _____.
2. To remain in the above residence at all times except as approved by the Probation Officer and to report all emergencies or incidents immediately. Written documentation must be provided indicating the date, time and facility when time was spent out of the home.
3. To wear a tamperproof, non-removable ankle bracelet 24 hours a day during the entire commitment to home detention.
4. That the loss of a receiving signal, the receipt of a tamper signal, or the receipt of a signal indicating absence from my residence is physical evidence constituting a violation of my home detention program. A computer printout may be used in Court.
5. To hang up my telephone immediately when I hear a computerized sound caused by the receiver/dialer. Failing to hang up the telephone or disengaging the monitor device are violations of the program rules.
6. To maintain any operative private telephone line into my residence and to pay all expenses to the telephone service. Must have a phone jack available, which is compatible with the Electronic Monitoring System.
7. To discontinue "call waiting", "three way lines" Internet connections and "call forwarding" on home telephone line used during Electronic Monitoring. I will disconnect my telephone answering machine from this line as well.
8. To not utilize my telephone for periods beyond 10 minutes. All other residents of my household willingly agree to abide by this condition.
9. That I and all other residents agree to grant admittance to my residence to the Probation Officer or other law enforcement officers at any hours of the day or night.
10. To confine all animals to allow free access to my residence by the Probation Officer or other officers.
11. That I will be held responsible for any damage to the equipment.
12. To submit my person, vehicle, or place of residence to search and seizure at any time of the day or night, with or without a search warrant, and with or without probable cause by any Probation Officer or other peace officer.



CALAVERAS COUNTY PROBATION DEPARTMENT

Mailing: 891 Mountain Ranch Road, San Andreas, CA 95249
Physical: 23 East Saint Charles Street, San Andreas CA 95249
(209) 754-6466 ♦ Fax (209) 754-4913



Samuel Leach
Chief Probation Officer

13. Not to use or possess controlled substances not prescribed by a physician. No street drugs or alcohol. Consent to urine testing for alcohol, illegal drugs or narcotics upon the request of the Probation Officer. Failure to submit to testing or a positive test shall constitute a violation of probation.
14. Not to associate with persons deemed undesirable by the Probation Officer or parents.
15. If ordered to attend school, I must attend regularly. Truancies and/or suspensions are violations.
16. To report any problems with the Electronics Monitoring equipment to the Probation Officer by calling the following numbers: 754-6466 (754-6500).
17. To abide by all instructions of the Court and Probation Officer.
18. That the County of Calaveras, its agents and the company providing the Electronic Monitoring equipment are not liable for any damages incurred as a result of my wearing or tampering with the monitoring device and that any damages associated with my wearing or tampering with the monitoring device are a result of my own negligence.
19. That the County of Calaveras, its agents or the company providing the Electronic Monitoring are not responsible to provide medical or dental care or transportation anywhere while I am in the Electronic Monitoring Program.

I have reviewed, understand and agree to abide by the above terms and conditions of the Electronic Monitoring Program. I also understand that failure to comply with any of the above conditions may result in my immediate return to Juvenile Hall custody, and further Court action.

THE FOLLOWING ELECTRONIC EQUIPMENT HAS BEEN ASSIGNED TO AND RECEIVED BY ME:

TRANSMITTER: _____ MONITOR: _____

Signature of Parent/Guardian

Date

Printed Name of Participant

Signature of Participant

Date

Printed Name of Staff Member

Signature of Staff Member

Date

COLUSA



PROBATION DEPARTMENT

COLUSA COUNTY

532 Oak Street - Colusa, California 95932

Telephone (530) 458-5871

Fax (530) 458-2895

SUPERIOR COURT JUDGES
JEFFREY A. THOMPSON
ELIZABETH UFKES OLIVERA

CHIEF PROBATION OFFICER
WILLIAM E. FENTON

ELECTRONIC MONITORING PROGRAM RULES

I, _____, agree to abide by the written rules of the **Electronic Monitoring Program** and the following restrictions and conditions:

- _____ 1. I understand my participation in the Electronic Monitoring is strictly voluntary on my part.
- _____ 2. I shall obey all laws of the community. I understand and shall abide by the terms and conditions of the Electronic Monitoring program.
- _____ 3. I understand I shall be required to stay within the physical confines of my residence unless expressly permitted by the Electronic Monitoring Officer (EM DPO). I understand home visits from an EM DPO are to be expected. My refusal to allow the EM DPO full access to my home shall result in my immediate termination from the program and I shall be returned to a secured facility.
- _____ 4. I understand that I will be required to charge my ankle monitor two (2) times a day for thirty (30) minutes at a time. I will charge my monitor in the morning for thirty (30) minutes and at night for thirty (30) minutes.
- _____ 5. I agree to:
 - _____ a. Comply with the schedule set up with the Probation Department. During those times when I am allowed to leave my home, I shall go directly, and only, to and from the destination(s) that have been approved.
 - _____ b. Call the EM DPO and my employer, and/or school if I am sick and unable to attend scheduled appointments.
 - _____ c. Notify the EM DPO immediately of any changes in my work schedule, school days and/or hours, or if I am terminated/suspended/expelled from my job/school.

- _____ d. Take any and all breaks or meals at the workplace or school only.
- _____ e. Request permission in advance of leaving the premises, and bring back documentation verifying any and all absence(s).
- _____ 6. I understand I shall receive day for day credit only, and no good time/work time credit, for any period of time served on home detention in accordance with Penal Code Section 4019.
- _____ 7. I agree to pay the fees established by the Electronic Monitoring Program. Fees shall be paid as directed by the Probation EM DPO in one (1) of the following manners; in full, in advance; monthly, in advance; and/or, weekly in advance.
- _____ 8. I understand that failure to pay as directed may result in termination from the program and I may be returned to a secure facility.
- _____ 9. I understand that if I am terminated from the program due to a failure to pay I may not be eligible for re-enrollment.
- _____ 10. I understand that if I am approved to operate a motor vehicle, I shall only drive if properly licensed and insured, and shall comply with all laws.
- _____ 11. I understand that unless prescribed by a licensed physician and authorized by my probation officer, I shall not use nor possess any alcohol or drugs and that I must submit to an alcohol or drug test at the request of any peace officer.
- _____ 12. I understand I shall be held responsible for any loss or damage to the electronic equipment while on the program.
- _____ 13. I agree to pay a \$75.00 fee if an officer has to respond to my home because the electronic equipment was tampered with.
- _____ 14. I understand, and agree, that all my own living expenses and all medical costs are my sole responsibility.
- _____ 15. If I have a medical emergency situation, I shall handle it immediately, with appropriate documentation supplied to EM staff at the first available opportunity.
- _____ 16. I agree not to possess, have within my residence, or within my access or control, firearms, ammunition or deadly weapons of any kind.

_____ 17. I agree to submit my person and any property under my control to search at any time, with or without a warrant, when requested to do so by any peace officer.

BLUE HOME PROGRAM RULES

_____ 18. I understand if it is necessary for the Blue Home monitoring equipment to be hooked up in my home and attached to a single party telephone line, I will agree to the following rules when using the telephone.

_____ a. I shall not use the telephone when the phone busy light is on.

_____ b. I shall not answer the telephone on the first (1st) ring. I may answer it after it rings two (2) or more times.

_____ c. If someone is using the telephone and the monitoring equipment begins dialing, the person using the phone must immediately hang up so that the computer can complete its call.

_____ d. I shall properly hang up the telephone and check to see that it is not off the hook.

_____ e. I shall not unplug, move, tamper, abuse, alter, or disconnect the EM equipment or telephone in my home.

_____ f. The Blue home monitoring equipment will not function with special features such as "call waiting" and "call forwarding," all such features must be discontinued prior to admission on the program.

_____ g. If the telephone service is lost for any reason, I shall be terminated from the program.

_____ h. I am responsible for any expenses of special adapters necessary in the installation of the electronic equipment.

_____ i. I understand that if for any reason, the equipment cannot function reliably, even though not my fault, I shall be returned to a secured facility to complete my sentence.

_____ 19. I agree, if for any reason, I am no longer eligible for participation in the Electronic Monitoring Program, I may be removed from the program and taken into custody without a warrant and I may not be eligible for re-enrollment in the program.

_____ 20. I shall cooperate fully and follow all instructions given to me by the Home Detention Officer or his/her designee. I understand that if I fail to follow any of the above program rules I may be terminated from the program and taken into custody without a warrant and I may not be eligible for re-enrollment in the program.

_____ 21. I understand that my placement on Home Detection/Electronic Monitoring is at the discretion of the Colusa County Probation Department, and that I am subject to removal from the program at any time. In addition, if I fail to return home within a prescribed time, or leave home at an invalid time, I may be terminated from the program and returned to a secure facility.

_____ 22. On the final day of my sentence, I agree to return all monitoring equipment to the EM DPO, or his/her designee, at the Probation Department.

Participant

Date: ____/____/____

Parent of Juvenile Participant

Date: ____/____/____

Home Detention Officer/Witness

Date: ____/____/____

CONTRA COSTA

Responsive Request No. 1

Contra Costa County Probation Department Home Supervision Contract

Minor's Name: _____ Age: _____ DOB: _____
Address: _____ City: _____ Zip Code: _____
Parent/Guardian: _____ How Related: _____ Phone: # _____
School: _____ Schedule: _____
PID #: _____ J#: _____ Court Date: _____ Term Date: _____
Release Authorized by: _____ Enrolled By: _____
Supervising Probation Officer: _____ Phone #: _____
Home Supervision Juvenile Institutional Officer: Tim Wessell Phone#: (925) 957-5314
Home Supervision Juvenile Probation Officer: Clifford Richard Phone#: (925) 957-2735

Home Supervision (HS) Program Rules

You may not leave the inside of your home without permission from your Supervising Deputy Probation Officer (DPO) or HS staff. Violation of HS rules may have consequences that could include your arrest and a return to court. Please take advantage of the services provided and ask questions before taking actions that could result in program violations.

You have been ordered onto the HS program and will be fitted with an electronic monitoring device. While on the HS program, you are expected to obey the orders of the court, probation, school, police, and parents/guardians. Advice, guidance, and direction are available from your DPO and HS staff. If you have questions or concerns call your assigned DPO or HS staff.

A. Home Detention

1. You may not leave the inside of your home, except to attend school, work, court, or appointments. All activities must be approved in advance by the DPO or HS staff. The location of activities/appointments shall be provided upon request. No activities will be allowed after 10:00 p.m., unless previously authorized by the court.
2. Parents and legal guardians are crucial elements of the HS program, and must be able to provide supervision. The court may hold the parent/legal guardian (s) responsible for failure to provide adequate supervision to minors on the HS program.
3. The electronic monitoring equipment (EME) may only be removed by Probation staff.
4. Removing, tampering, or attempting to disable the EME without permission from Probation staff is a violation of the program and may result your arrest or a warrant.
5. While on HS you must be supervised by a parent/legal guardian after 10:00 p.m. The probation department may grant permission for other caretaker/guardian supervision with at least 48 hours advance notice.
6. The court, your DPO, or HS staff must approve work and work hours in advance.
7. You may have one visitor if your parent/guardian is present and approves. No overnight visitors are allowed.
8. No out of state travel is allowed unless granted by the court in advance.
9. Your DPO or HS staff may approve vacations and overnight travel, if a request is made at least 10 days in advance.
10. All police contact must be reported to your DPO or HS staff within 24 hours.

B.

School Rules

1. You will leave home and go directly to and from school. Unexcused absences and tardies are violation of HS rules and may result in your arrest and return to court.

2. You may not leave school campus without permission from your DPO or HS staff.
 3. Failure to follow school rules is a violation of HS rules and may result in your arrest and a return to court.
 4. If you remain home due to illness, you may not leave the home without permission from your DPO or HS staff. You are not allowed to go to work if home sick from school.
 5. If sent home from school due to suspension, expulsion, or illness, the DPO or HS staff must be notified immediately.
- C. **Home Visits**
1. The DPO or police may visit a person on HS at any time without notice.
 2. You are expected to be available for the visit without excuse.
 3. You are to answer the door fully clothed.
 4. You are responsible for the behavior of any pets at the residence. You are to alert you DPO and HS staff of any pets that could be a threat.
 5. You must submit to Search and Seizure by any DPO, HS staff, or police officer at any time, day or night, at any place, including home, work, or school. This search clause pertains to any property under you control and includes vehicles.
 6. Contraband may be confiscated and may not be returned. All illegal drug items, cigarettes, lighters, weapons, or gang-related items are examples of items that may be confiscated and not returned.
- D. **DRUG TESTING**
1. You are not allowed to use or possess alcohol or illegal drugs. This includes prescription medications, for which you do not have a valid prescription from a licensed physician. Proof of a valid prescription must be provided upon request.
 2. You can be tested for drugs or alcohol at any time.
 3. You must report to test as directed by you DPO, HS staff, or the court.
 4. Failure to test or provide a sample within a reasonable amount of time will be considered a rule violation and may result in your arrest and a return to court.
 5. If you test positive for drugs or alcohol you may be detained immediately.
- E. **Driving and Riding in a Car**
1. You may not drive or be in a car with anyone other than your parent/legal guardian.
 2. You may not drive unless expressly allowed by the court.
 3. If the court approves for you to drive, your DPO or HS staff may require you to show proof of insurance and registration and a copy of your driver's license.
- F. **Court Appearances**
1. Always bring your electronic monitoring equipment to court.
 2. If you fail to appear for court a warrant may be issued for your arrest.
- G. **Charging the Electronic Monitoring Equipment (GPS) AND USE OF BEACON**
1. The GPS unit must be charged for two continuous hours each day, or until the GPS unit gives you an audible alert "battery charged," indicating that that the battery is fully charged. You will be provided with a charging cord and shown how to use it. Your failure to charge the GPS unit is a violation of the program and may result in your arrest and a return to court.
 2. The GPS unit comes with a beacon. The beacon enhances the longevity of the GPS unit. The beacon must be placed at least 18 inches off the ground in the room where you sleep. Once placed, the beacon should not be moved without prior permission of your DPO or HS staff. Moving the beacon without permission is a violation of HS rules and may result in your arrest and a return to court.

BREAKING THE RULES OF THE HS PROGRAM WILL HAVE CONSEQUENCES THAT COULD INCLUDE ARREST AND A RETURN TO COURT. PLEASE TAKE ADVANTAGE OF THE SERVICES PROVIDED AND ASK QUESTIONS BEFORE TAKING ACTIONS THAT COULD RESULT IN A PROGRAM VIOLATION. IF YOU ARE ALREADY ON PROBATION, VIOLATING THE TERMS OF THE HS PROGRAM COULD RESULT IN YOU PROBATION BEING VIOLATION, YOUR ARREST, AND A RETURN TO COURT.

PROGRAM AGREEMENT:

EQUIPMENT: TRANSMITTER #: _____ BEACON #: _____

CONDITIONS OF RELEASE:

I have been given the rules of the HS program, both verbally and in writing. I am expected to know the rules. I understand that if I am unsure about a rule, or have a question or concern, I should contact my DPO or HS staff for direction. By signing this contract, I am agreeing to abide by all HS rules and expectations, court orders, and directives from school, law enforcement, probation staff members, and my parent/guardian (s). In addition, I agree to follow all laws and report all police contact to my DPO as soon as possible, but in no case more than 24 hours later. I agree to report for drug/alcohol test or any appointment as directed by my DPO and HS staff. I understand that my failure to comply with the rules of the HS program may result in my arrest and a return to court.

Minor's Signature: _____ Date: _____
(Print Name): _____

Parent: I have been provided the rules and expectations of the Home Supervision Program. It is my responsibility to ensure that my child follows all of the rules of the program. If my child fails to follow the rules, I understand that I am required to contact my child's DPO or HS staff immediately. My failure to contact my child's DPO or HS staff or being dishonest with my child's DPO or HS staff may result in a violation.

I understand that by signing this contract, I will be held accountable for my child. Under California Law, a parent or guardian is to exercise reasonable care, supervision, protection, and control over their minor children. Failure to exercise such care is a violation of PC 272 and is punishable by one year in the County Jail, a \$2,500 fine or both.

I understand that I must provide a safe environment for my child. I will contact the assigned DPO or HS staff if my child's safety is in jeopardy. This includes any violence in the home. I will also contact my child's DPO or HS staff if my child goes to a hospital, or has police contact for any reason. I understand that if a private attorney represents my child, it is my responsibility to notify the assigned DPO or HS staff of their name and contact information.

Parent/Guardian Signature: _____ Date: _____
(Print Name): _____

Witness Signature: _____ Date: _____
(Print Name): _____

There is no fee for the Home Supervision program. However, you may be held responsible for the cost of repair and or replacement if the equipment is damaged or lost. Damaged or lost equipment will be charged at the following rates:

GPS UNIT MODEL ET1: \$1,100
GPS FIBER OPTIC CABLE: \$ 60

GPS BEACON: \$250
GPS CARRYING CASE: \$50

GPS WALL CHARGER: \$60

DEL NORTE

DEL NORTE COUNTY PROBATION DEPARTMENT
JUVENILE HOME DETENTION PROGRAM PARTICIPANT GUIDELINES
◆ **ELECTRONIC MONITORING** ◆

HOME SUPERVISION OFFICER PHONE NUMBER: (707) 464-7215 EXT. 1759

JUVENILE HALL 24 HOUR PHONE NUMBER: (707) 464-7215 OPT. 3 (EMERGENCIES ONLY)

HOME DETENTION GUIDELINES

The Home Detention program provides supervision of minors on alternative release from Juvenile Hall. While on Home Detention, the minor will be treated at all times as if s/he were actually in Juvenile Hall. Minors are not permitted visits from friends. ***The Home Supervision Officer must know the minor's whereabouts every minute of the day.*** Only time served on the Home Detention program as a court commitment with electronic monitoring accrues custody credit.

PERMANENT SCHEDULE

When a minor is first released from the Juvenile Hall, the Home Supervision Officer will set a permanent daily schedule with the minor. Once the schedule is set, the minor will be allowed to be away from his/her residence for the approved time and activity scheduled only. Keep in mind that the Home Supervision Officer must be able to verify the minor's whereabouts at any given moment and will be contacting the minor on a random basis. The minor must follow the permanent schedule **exactly**. The minor will be allowed time away from home to attend school (mandatory) and, if employed, to attend work. The minor may also be granted time away from home to attend other activities (doctor, attorney, AA/NA, church, counseling) if appropriate and consistent with the minor's case plan. If time away is scheduled for school, work, or other activities, the minor **must be present at the scheduled activity**. NO EXCEPTIONS. Failure to follow the following schedule exactly may result in disciplinary action, up to and including revocation of the Home Detention Agreement and return to Juvenile Hall.

SCHEDULE CHANGES

If for some reason a change in the permanent schedule is needed, 48 hour notice is required. To request a scheduling change, contact the Home Supervision Officer and leave a detailed message requesting the scheduling change on the voice mail. Be sure to include the dates, times, where you want to go, and the reason for going. **No schedule changes are approved until the Home Supervision Officer contacts you with confirmation.** Schedule changes will only be confirmed during business hours. No scheduling changes for the weekend will be granted after 4:00 p.m. on Wednesday. NO EXCEPTIONS. Schedule changes called in on the weekend will not be approved.

EMERGENCIES

Emergencies do occur. An emergency is any situation that involves an immediate threat to life or health, and always involves the intervention of emergency personnel and/or a medical

doctor. If an emergency occurs, please take care of the emergency first. As soon as possible, contact the Home Supervision Officer or during non-business/weekends, contact the Juvenile Hall 24-hours a day to report your emergency. The minor shall provide documentation, or verification of the emergency departure from the permanent schedule to the Home Supervision Officer. Misuse of the emergency clause will result in disciplinary action, up to and including revocation of the Home Detention Agreement and return to Juvenile Hall.

DAILY CONTACT REQUIREMENTS

All minors on Home Detention are required to contact the Home Supervision Officer each and every day, including weekends and holidays, **by 4:00 p.m.** When contacting the Home Supervision Officer, leave a detailed message identifying yourself by first and last name, and state that you are “contacting Probation as directed.” If you have any questions, or messages, state them at this time. Failure to contact the Home Supervision Officer each and every day by 4:00 p.m. will result in disciplinary action, up to and including revocation of the Home Detention Agreement and return to Juvenile Hall.

DRUG USE AND SEARCHES

The use of illegal drugs and/or alcohol will absolutely not be tolerated on Home Detention. Minors are subject to frequent and random urine screening. There is no pattern to the time or frequency of the urine screening. Refusing to submit to a urine screen, a positive test result for an illegal substance or alcohol, or diluted sample can mean immediate revocation of the Home Detention Agreement, and return to Juvenile Hall.

It is possible that your residence will be searched while you are on the Home Detention program. If a search reveals any illegal drugs/alcohol, or evidence of your involvement in criminal activity, you will be returned to Juvenile Hall.

PERMANENT SCHEDULE

	SUN	MON	TUES	WED	THURS	FRI	SAT
WHERE							
IN							
OUT							
WHERE							
IN							
OUT							

WHERE									
IN									
OUT									
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CURFEW EXEMPTIONS - ONE TIME CHANGES ONLY

DATE	OUT	IN	WHERE	DATE	OUT	IN	WHERE

RLV7/29/09

HOME DETENTION ELECTRONIC MONITORING AGREEMENT

The Court/Probation Officer finds the minor and his/her parent/guardian have intelligently and voluntarily agreed to participate in the Home Detention Electronic Monitoring program while on alternative release from Juvenile Hall under the following terms and conditions:

1. The minor will reside with _____ in a residence located at _____, city of _____, county of Del Norte, California, which has an operating telephone at the number (____) _____. The minor agrees to remain at the above residence at all times, except those times approved by the Home Supervision Officer. The minor will not leave the residence except in the case of a medical emergency.
2. We acknowledge that our telephone is not on a party line, does not have call-forwarding or call-waiting, and does not have any electronic equipment connected to it (answering machine, fax, or computer modems). We agree to maintain the telephone in good operating order while a participant on the Home Detention Electronic Monitoring program.
3. We understand the minor's Home Detention restrictions will be enforced by the use of computer technology. To ensure the minor's compliance with the terms and conditions of the Home Detention Electronic Monitoring program he/she agrees to wear a waterproof, tamper-proof, non-removable ankle bracelet/transmitter twenty-four (24) hours a day during the entire period of home detention. We understand that monitoring will be accomplished by GPS technology communicating with STOP monitoring center.
4. We understand the purpose of the Home Detention Electronic Monitoring program equipment is to report the minor's compliance with his/her permanent schedule. The loss of a receiving signal, the receipt of a tamper signal, an unauthorized departure, late return, or physical evidence showing the equipment has been tampered with or removed shall constitute a violation of the Home Detention Electronic Monitoring program Agreement. We realize the minor may not leave the residence or a violation will be detected (the actual range of your equipment may vary).
5. We agree to abide by all instructions provided by the Court/Home Supervision Officer, or representatives of BlueTag for the proper maintenance, care, and utilization of BlueTag equipment. By signing this agreement, we are expressly giving permission for Probation or other law enforcement officers to enter our residence at any time necessary to install, maintain, inspect the electronic monitoring equipment, or for any other reason involving the monitoring, inspecting, verifying, or enforcing this agreement or the Court's order.

6. We agree to be solely responsible for all expenses of telephone calls and electricity as a result of participation on the Home Detention Electronic Monitoring program.
7. We agree that the County of Del Norte, the Del Norte County Probation Department, its agents, and BlueTag is not liable for any damages incurred as a result of the minor wearing or tampering with the Home Detention Electronic Monitoring equipment.
8. We agree that the County of Del Norte, and the Del Norte County Probation Department, has no responsibility to provide food, shelter, clothing, medical, or dental care to the minor during the period of his/her home detention.
9. We understand that if we do not return the Home Detention Electronic Monitoring equipment, or do not return the Home Detention Electronic Monitoring equipment in good condition, we may be held criminally and civilly liable for any damage, other than normal wear, to the equipment including replacement costs for lost or stolen equipment.
10. The length of time that the Home Detention Electronic Monitoring program will be used will be determined by the Court/Probation Officer.
11. We agree to report any problems with the Home Detention Electronic Monitoring equipment immediately to the Home Supervision Officer or to the Juvenile Hall.
12. We understand that we may be held financially responsible for the cost of a daily Home Detention Electronic Monitoring fee pursuant to an order and determination of the Juvenile Court on the issues of financial liability and ability to pay.
13. We agree to charge the unit each and every day, for two (2) hours per day.

We understand that if we violate these conditions, the Court/Probation Officer may revoke the minor's participation in the Home Detention Electronic Monitoring program and remand the minor to the custody of the Juvenile Hall to await further hearings, or serve the remaining portion of his/her court ordered commitment.

We have read and fully understand the conditions of the Home Detention Electronic Monitoring program and received a copy of the Home Detention Electronic Monitoring Guidelines:

GPS Electronic Monitoring (minor initials for receipt of equipment):

GPS Monitor Device (**Replacement cost \$500.00**): _____ Device#: _____

Device Charging Base: _____

Minor's Signature: _____ Date: _____

Parent/Guardian Signature: _____ Date: _____

Probation Officer's Signature: _____ Date: _____

EL DORADO

JUVENILE HOME SUPERVISION/ELECTRONIC MONITORING PROGRAM (JHSP/JEMP) AGREEMENT

YOUTH'S NAME _____ D.O.B. _____ COURT NO: _____
Next Court Date: _____
Time: _____
Department: _____

I. CONDITIONS OF JHSP/JEMP

Youth's Initials

- _____ 1. I will attend all Court Hearings and appointments with the Probation Officer.
- _____ 2. I will obey all laws.
- _____ 3. I will follow all directives of the Probation Officer and parent(s)/guardian(s)/caregiver(s).
- _____ 4. I will not possess any dangerous weapons (i.e. knives, guns, including paint ball guns, swords, martial arts weaponry, etc.).
- _____ 5. I will not use or possess any type of drug paraphernalia, illegal drugs, alcoholic beverages, or tobacco products.
- _____ 6. I will not leave home except to go directly to and from school or place of employment. I will provide the Probation Officer with a weekly schedule of activities (such as school hours or hours of employment). I will not leave my home without the permission of the Probation Officer. **The only exception is a life-threatening medical emergency.**
- _____ 7. I will attend school (including all classes), obey all school regulations, and will not leave the campus during the school day. If I am too ill to attend school, I or my parent will contact the Probation Officer by 8:30 a.m. on the day I am absent. The Probation Officer may require me to obtain a note from a licensed medical physician verifying my illness.
- _____ 8. My friends may not visit me at my home while on the JHSP/JEMP.
- _____ 9. I will submit to search and seizure and drug/alcohol testing by the Probation Officer or any peace officer.
- _____ 10. I will obey all terms and conditions of the Court as ordered.
- _____ 11. **Electronic Monitoring Equipment** – I and my parent(s)/guardian(s)/caregiver(s) are financially responsible for any loss, damage, or vandalism to any electronic monitoring equipment issued to me. I will not tamper, remove, or disconnect equipment unless directed to by the Probation Officer.
- _____ 12. I will fully charge the monitor every day.
- _____ 13. Other: _____

II. AGREEMENT TO THE CONDITIONS OF JHSP/JEMP

I understand the above stated terms and conditions of my JHSP/JEMP. I understand if I fail to comply with the conditions as stated above, the Probation Officer or any peace officer may arrest me and return me to the custody of the juvenile detention facility. I further understand the Probation Officer can make visits to my home, school, or place of employment at any time, day or night, to ensure I am following the conditions of my JHSP/JEMP. I further understand that I will be held financially responsible for any loss, damage, or vandalism to the electronic monitoring equipment assigned to me.

Youth's Signature: _____ Date: _____

III. PARENT(S)/GUARDIAN(S)/CAREGIVER(S) AGREEMENT TO THE CONDITIONS OF JHSP/JEMP

I understand the terms and conditions of the JHSP/JEMP and agree to report any violations of program rules to the Probation Officer. I understand the Probation Officer may make contact with the above child at my home, his/her school, or place of employment at any time, day or night, to ensure he/she is following the terms and conditions of his/her JHSP/JEMP. I further understand that I will be held financially responsible for any loss, damage, or vandalism to the electronic monitoring equipment assigned to the above child.

Parent/Guardian/Approved Caregiver: _____ Date: _____

Parent/Guardian/Approved Caregiver: _____ Date: _____

Deputy Probation Officer: _____ Date: _____

WHITE-Probation

YELLOW-Youth

PINK-Parent

FRESNO



Fresno County Probation Department

Kirk Haynes, Chief Probation Officer



FRESNO COUNTY PROBATION DEPARTMENT Juvenile Probation Global Positioning System (GPS) Contract

Pre Post

Assigned Officer

Office Phone Number

- A. I _____ having been placed on the GPS Program agree to comply with all the program rules as set forth in this agreement, and all other conditions of release. I understand that failure to comply with this agreement will be a violation of the program and may result in my immediate return to the Juvenile Justice Campus.
- B. While on the GPS Program, I agree:
1. To obey all laws, the Probation Officer, my parent(s) or guardian(s), all Court orders and not to leave the County of Fresno.
 2. To attend school regularly and obey all school rules (only medically excused absences will be allowed) and to stay on the school grounds at all times during school hours. I agree to return directly home immediately after school.
 3. Not to contact or associate with anyone, either by phone or in person, disapproved of by my parent(s) / guardian(s), the Court, or my Probation Officer
 4. To allow the Probation Officer to enter my residence for supervision contacts and to talk to the Probation Officer when he/she calls.
 5. Not to use or possess alcohol, illegal drugs, firearms, or other dangerous weapons.
 6. To wear a non-removable ETOne Tracking Unit and to keep the battery to this unit charged daily as required.
 7. To remain inside my residence at all times, except for school, court, a medical emergency or appointments with my Probation Officer. I understand that I cannot automatically go with my parent(s) or guardian(s) when they leave the home, and that I must obtain permission from my Probation Officer **24 hours in advance** for any activities that are not included in my written schedule.
 8. I agree to adhere to GPS exclusion zone areas/locations as directed by the Probation Officer, including but not limited to co-participant(s) residence, victim location(s), schools/places of business prohibited from contact.
 9. The following are exclusion areas: _____.
 10. I agree to acknowledge the voice notifications made by the GPS monitoring unit and to follow all directions given by the unit as follows:
 - Call your officer now
 - Low battery, recharge unit
 - Remember your appointment
 - Report to the office immediately
 11. I agree not to move or tamper with the GPS Beacon Device without authorization by my Probation Officer.
 12. To be held responsible for any damage to or loss of the GPS equipment other than normal wear. I understand that the cost is \$850.00 for the ETOne Tracking Unit and \$250.00 for the Beacon. There is no charge for damaged charging cords or straps.
 13. Obey all court orders:
- C. I promise to appear at all Court Hearings, and I understand if I fail to appear for a scheduled Court Hearing, a Warrant may be issued for my arrest. In addition, I understand that in accordance with section 1320 of the California Penal Code, the District Attorney may file a new felony charge.
- D. **I agree to return** all GPS equipment to the GPS Office upon termination from the program. I understand that failure to return this equipment could result in new charges being filed.

I understand all of the above instructions and agree to cooperate fully.

Minor's Signature

Date

Parent/Guardian Signature

Date

print: _____

sign: _____
Deputy Probation Officer/Probation Technician Signature

Date

GLENN

TERMS AND CONDITIONS OF ELECTRONIC MONITORING/GPS PROGRAM

INDIVIDUAL AGREEMENT

I, _____, having been accepted to participate in the Electronic Monitoring Program, understand I must comply with the following terms and conditions. I also understand a violation of any of these Conditions of Agreement may cause my removal from the program without notice. These conditions are to be in effect during the period of Electronic Home Surveillance Program.

CONDITIONS OF AGREEMENT

1. I will not tamper with the Electronic Monitoring equipment that has been issued to me, nor will I permit tampering by any other person. Loss, intentional damage, or damage sustained to the unit(s) or their components due to negligence will result in my immediate removal from the program and the return to full custody. I will be held financially responsible for all equipment issued to me.
2. I understand my participation in the program will be monitored by a tamper-resistant, non-removable ankle bracelet, which I agree to wear 24 hours a day during the entire period of the Electronic Monitoring Program.
3. All residents of the household and I will grant admittance to my home to any officer of the Electronic Monitoring Program or his/her designee at any hour of the day or night.
4. I understand that I will be required to stay within the interior premises of my home, and/or within the areas determined by the EMP staff.
5. I will not, nor will I permit, anyone else to deface, unplug, move, tamper, abuse, alter, or disconnect any monitoring or telephone equipment placed in my home while on the Electronic Monitoring Program.
6. I understand and agree that if either my electricity or telephone service is disconnected or turned off due to non-payment I may be removed from the program and returned to full custody.
7. I will only leave my residence for the following reasons:
 - A. To attend work as **pre-approved** by the EMP staff.
 - B. To attend and participate in a treatment program or counseling as **pre-approved** by EMP staff.
 - C. To attend to personal affairs as **pre-approved** by the EMP staff.
 - D. When directed to do so by emergency personnel, i.e. police, fire, paramedic, etc.
 - E. When an emergency, such as serious illness or injury, or injury to my immediate family or myself necessitates my leaving the residence.
 - F. In the case of (d) and (e) I will immediately, or as reasonably practical, call the Electronic Monitoring Program and advise the EMP staff of such incidents during business hours. If the incident occurs during non-business hours, I will call the Probation Officer's voice mail and explain the nature of my emergency or incident requiring me to leave. I will provide written proof of any incident to the EMP staff the next business day or as reasonable practical.

All other absences require the prior approval of the EMP staff. I will be required to provide written documentation verifying these absences.

8. I will immediately, or as soon as possible, report any illness or circumstance to the EMP staff that prevents me from adhering to my schedule.
9. I will not violate any laws. If I receive a traffic citation or have any contact with any police agency, I will report such contact as soon as possible to the EMP staff.
10. I will comply with all terms and conditions of my probation, if any, and any directives issued by my Probation Officer. Failure to abide by any of these orders may result in my immediate removal from the program and my return to custody. It may also jeopardize further eligibility for other alternative programs.

11. I will not consume or possess any alcoholic beverages, marijuana, illegal drugs, or narcotics. I will advise the EMP staff of any prescription drugs I am required to take.
12. I will not possess, or have in my residence, any gun, explosive, or other deadly weapons as restricted by the Penal Code of California or my conditions of probation.
13. I will submit to chemical, blood, breath, saliva, or urine testing deemed necessary by the EMP staff.
14. I will submit my person, property, residence, or vehicle to search and seizure without any warrant or probable cause, at any hour of the day or night, by the EMP staff or their designee.
15. I understand that all residents of the household I live in must agree to the following conditions.
 - a. No possession or consumption of alcohol or marijuana on the premises.
 - b. No possession of illegal drugs or narcotics.
 - c. No dangerous or deadly weapons.
 - d. No resident or guest shall be under the influence of any drug or alcohol.
 - e. No social gatherings will be held except with members of the immediate household, unless prior approval from the EMP staff is obtained.
 - f. No visitors will be allowed unless **pre-approved** by the EMP staff.

In the event that any resident of my household fails or withdraws their agreement on any of the above terms or conditions, I may be removed from the Electronic Monitoring Program.

16. No person may join or move into the household, unless prior permission is obtained from the EMP staff, and said person has signed the Co-Resident Form.
17. I understand that I may be directed to enroll and participate in treatment programs or counseling by the EMP staff or my probation Officer. If I should fail to obey these directives, I may be removed from the program.
18. I will not have any form of contact or communication with any other inmates whether in this program or in any jail or correctional facility or state prison. (Exceptions to be approved by the EMP staff.)
19. Pets will be confined to allow free access to my residence by the EMP staff. I will advise the EMP staff of any pets or other hazards **PRIOR** to being placed on the Electronic Monitoring Program.
20. I understand that my employer may be contacted, either in person or by telephone, to verify my continued employment and working hours.
21. I will not change my means of transportation without the prior approval of the EMP staff. I will furnish the following information to the EMP staff.
 - a. Photocopy of current vehicle registration.
 - b. Photocopy of proof of vehicle insurance on above vehicle.
 - c. Photocopy of valid driver's license for my designated driver.
 - d. Type and schedule of public transportation.
 - e. I will not use any form of transportation not specifically approved by the EMP staff.
22. Work schedules may only be changed with the approval of the EMP staff.
23. I will submit any schedule change request at least 48 hours in advance, between 8 AM and 4 PM, Monday through Friday.
24. The primary use of voice mail is for emergencies, which necessitate my leaving my home at, unauthorized times or to request a return call. I understand that leaving a message on voice mail is **NOT** authorization to change my schedule or leave my home. I must obtain prior approval in person or by telephone from the EMP staff to change my schedule.
25. I understand that willful failure to return to my residence within the prescribed time, or leaving this address at an invalid time, shall be deemed an escape from custody, and I can be charged and prosecuted to the fullest extent of the law. I further understand that willful failure to abide by the pre-determined schedule established by the EMP staff may be cause for my removal from the program.

- 26. I understand if the Electronic Monitoring equipment placed in my home should fail to operate properly based on my neglect I may be removed from the program and returned to full custody.
- 27. During the period I am allowed to leave my residence I will proceed directly and only to and from the designation(s) that had/have been approved by the EMP staff.
- 28. I will abide by any reasonable requests and instructions related to program compliance.
- 29. I will be financially responsible for any medical expenses incurred while participating in the Electronic Monitoring Program.
- 30. I understand that the loss of a receiving signal or the receipt of a tamper signal by the monitoring device shall constitute prima facie evidence that I have violated my curfew. I further agree that the computer printout may be used as evidence in a Court of Law to prove said violation.
- 31. If released from work or any other program component earlier than usual, or if work or other program component is canceled for the day, I will immediately return to my residence and notify the EMP staff.
- 32. I will notify the EMP staff as soon as possible of any changes in status of my employment, school studies, job training, treatment program, or other Electronic Monitoring Program component or extension.
- 33. I understand any expense for special adapters necessary in the installation of electronic equipment and/or the expense of phone calls incurred to monitor this equipment shall be at my own expense.
- 34. I will abide by the following conditions checked below:

No contact with: _____

Other: _____

I, _____, having been accepted to participate in the Electronic Monitoring Program, understand and agree to comply with the foregoing terms and conditions. By signing below, I acknowledge that I have received a copy of the foregoing terms and conditions. I also understand that a violation of any of these conditions will result in removal from the program and that I will forfeit any money paid in advance.

 Participant's Signature

 Date

 Probation Officer's Signature

 Date

HUMBOLDT

HUMBOLDT COUNTY PROBATION DEPARTMENT
JUVENILE HOME DETENTION PROGRAM PARTICIPANT GUIDELINES
◆ELECTRONIC MONITORING◆

HOME SUPERVISION OFFICER PHONE NUMBER: **(707) 268-3320**

JUVENILE HALL 24 HOUR PHONE NUMBER: **(707) 445-7644** (EMERGENCIES ONLY)

HOME DETENTION GUIDELINES

The Home Detention program provides supervision of minors on alternative release from Juvenile Hall. While on Home Detention, the minor will be treated at all times as if s/he were actually in Juvenile Hall. Minors are not permitted visits from friends. ***The Home Supervision Officer must know the minor's whereabouts every minute of the day.*** Only time served on the Home Detention program as a court commitment with electronic monitoring accrues custody credit.

PERMANENT SCHEDULE

When a minor is first released from the Juvenile Hall, the Home Supervision Officer will set a permanent daily schedule with the minor. Once the schedule is set, the minor will be allowed to be away from his/her residence for the approved time and activity scheduled only. Keep in mind that the Home Supervision Officer must be able to verify the minor's whereabouts at any given moment and will be contacting the minor on a random basis. The minor must follow the permanent schedule **exactly**. The minor will be allowed time away from home to attend school (mandatory) and, if employed, to attend work. The minor may also be granted time away from home to attend other activities (doctor, attorney, AA/NA, church, counseling) if appropriate and consistent with the minor's case plan. If time away is scheduled for school, work, or other activities, the minor must be present at the scheduled activity. NO EXCEPTIONS. Failure to follow the following schedule exactly may result in disciplinary action, up to and including revocation of the Home Detention Agreement and return to Juvenile Hall.

SCHEDULE CHANGES

If for some reason a change in the permanent schedule is needed, 48 hours notice is required. To request a scheduling change, contact the Home Supervision Officer and leave a detailed message requesting the scheduling change on the voice mail. Be sure to include the dates, times, where you want to go, and the reason for going. **No schedule changes are approved until the Home Supervision Officer contacts you with confirmation.** Schedule changes will only be confirmed during business hours. No scheduling changes for the weekend will be granted after 4:00 p.m. on Wednesday. NO EXCEPTIONS. Schedule changes called in on the weekend will not be approved.

EMERGENCIES ✚

Emergencies do occur. An emergency is any situation that involves an immediate threat to life or health, and always involves the intervention of emergency personnel and/or a medical doctor. If an emergency occurs, please take care of the emergency first. As soon as possible, contact the Home Supervision Officer or during non-business/weekends, contact the Juvenile Hall 24-hours a day to report your emergency. The minor shall provide documentation, or verification of the emergency departure from the permanent schedule to the Home Supervision Officer. Misuse of the emergency clause will result in disciplinary action, up to and including revocation of the Home Detention Agreement and return to Juvenile Hall.

DAILY CONTACT REQUIREMENTS ☎

All minors on Home Detention are required to contact the Home Supervision Officer each and every day, including weekends and holidays, **by 4:00 p.m.** When contacting the Home Supervision Officer, leave a detailed message identifying yourself by first and last name, and state that you are "contacting Probation as directed." If you have any questions, or messages, do so at this time. Failure to contact the Home Supervision Officer each and every day by 4:00 p.m. will result in disciplinary action, up to and including revocation of the Home Detention Agreement and return to Juvenile Hall.

REV7/29/09

HOME DETENTION ELECTRONIC MONITORING AGREEMENT

The Court/probation officer finds the minor and his/her parent/guardian have intelligently and voluntarily agreed to participate in the Home Detention Electronic Monitoring program while on alternative release from Juvenile Hall under the following terms and conditions:

1. The minor will reside with _____ in a residence located at _____, city of _____, county of Humboldt, California, which has an operating telephone at the number (_____) _____. The minor agrees to remain at the above residence at all times, except those times approved by the Home Supervision Officer. The minor will not leave the residence except in the case of a medical emergency.
2. We acknowledge that our telephone is not on a party line, does not have call-forwarding or call-waiting, and does not have any electronic equipment connected to it (answering machine, fax, or computer modems). We agree to maintain the telephone in good operating order while a participant on the Home Detention Electronic Monitoring program.
3. We understand the minor's Home Detention restrictions will be enforced by the use of computer technology. To ensure the minor's compliance with the terms and conditions of the Home Detention Electronic Monitoring program s/he agrees to wear a waterproof, tamper-proof, non-removable ankle bracelet/transmitter twenty-four (24) hours a day during the entire period of home detention. We understand that monitoring will be accomplished by either a receiver/modem communicating via telephone line with G4S Justice Services monitoring center or by GPS technology communicating with G4S Justice Services monitoring center.
4. We understand the purpose of the Home Detention Electronic Monitoring program equipment is to report the minor's compliance with his/her permanent schedule. The loss of a receiving signal, the receipt of a tamper signal, an unauthorized departure, late return, or physical evidence showing the equipment has been tampered with or removed shall constitute a violation of the Home Detention Electronic Monitoring program Agreement. We realize the minor may not leave the residence or a violation will be detected (the actual range of your equipment may vary).
5. We agree to abide by all instructions provided by the Court/Home Supervision Officer, or representatives of G4S for the proper maintenance, care, and utilization of G4S's equipment. By signing this agreement, we are expressly giving permission for Probation or other law enforcement officers to enter our residence at any time necessary to install, maintain, inspect the electronic monitoring equipment, or for any other reason involving the monitoring, inspecting, verifying, or enforcing this agreement or the Court's order.
6. We agree to maintain the telephone in a call receiving mode when not in use, and to immediately relinquish the use of the telephone in the event the operator informs us that the probation officer, Juvenile Hall, or G4S staff is trying to contact the minor.
7. We agree to hang up the telephone immediately when we hear a "clicking" or computer generated sound caused by the electronic monitor receiver/modem.
8. We agree to be solely responsible for all expenses of telephone calls and electricity as a result of participation on the Home Detention Electronic Monitoring program .
9. We agree that the County of Humboldt, the Humboldt County Probation Department, its agents, and G4S are not liable for any damages incurred as a result of the minor wearing or tampering with the Home Detention Electronic Monitoring equipment.
10. We agree that the County of Humboldt, and the Humboldt County Probation Department, has no responsibility to provide food, shelter, clothing, medical, or dental care to the minor during the period of his/her home detention.

11. We understand that if we do not return the Home Detention Electronic Monitoring equipment, or do not return the Home Detention Electronic Monitoring equipment in good condition, we may be held criminally and civilly liable for any damage, other than normal wear, to the equipment including replacement costs for lost or stolen equipment.
12. The length of time that the Home Detention Electronic Monitoring program will be used will be determined by the Court/probation officer.
13. We agree to report any problems with the Home Detention Electronic Monitoring equipment immediately to the Home Supervision Officer or to the Juvenile Hall.
14. We understand that we may be held financially responsible for the cost of a daily Home Detention Electronic Monitoring fee pursuant to an order and determination of the Juvenile Court on the issues of financial liability and ability to pay.
15. **GPS Only:** We agree to charge the unit each and every day, for one (1) hour per day.
16. **GPS Only:** The minor agrees to remain free on the identified exclusion zones(attached).

We understand that if we violate these conditions, the Court/probation officer may revoke the minor's participation in the Home Detention Electronic Monitoring program and remand the minor to the custody of the Juvenile Hall to await further hearings, or serve the remaining portion of his/her court ordered commitment.

We have read and fully understand the conditions of the Home Detention Electronic Monitoring program and received a copy of the Home Detention Electronic Monitoring Guidelines (must check one):

RF Electronic Monitoring (minor initials for receipt of equipment):

RF Receiver/Modem **(\$900.)** _____ HMU#: _____

RF Cellular Receiver/Modem **(\$1,100.)** _____ HMU#: _____

Transmitter **(\$500.)** _____ Transmitter#: _____

Telephone Cable **(\$6.50)** _____

GPS Electronic Monitoring (minor initials for receipt of equipment):

GPS Monitor Device **(\$995.)** _____ Device#: _____

Damaged Strap Replacement **(\$60.)** _____ Power Cord Replacement **(\$60.)** _____

Date: _____

Minor's Signature: _____

Parent/Guardian Signature: _____

Probation Officer's Signature: _____

IMPERIAL

From: Sarah Sauer
Sent: Monday, June 18, 2018 4:36 PM
To: 'agandhi@clinical.law.berkeley.edu' <agandhi@clinical.law.berkeley.edu>
Subject: Public Records Act Request - Imperial County

Good Afternoon,

I'm in the process of responding to your PRA requested dated June 8, 2018 and have a clarifying question. Imperial County Probation Department has not used electronic monitoring on juveniles in over ten years. Could you clarify a time frame? If it's more than ten years, we would require more time to search through archives.

Thank you for your time,

Sarah A. Sauer
Deputy County Counsel
County of Imperial
940 W. Main St., Suite 205
El Centro, CA 92243
Phone: (442) 265-1120
Fax: (760) 353-9347
SarahSauer@co.imperial.ca.us

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INYO

THIS SECTION WILL BE REVIEWED AND COMPLETED DURING THE INTAKE WITH A PROBATION OFFICER

Inyo County Probation Department Electronic Monitoring Program

Defendant:

CASE NO.

I, _____, having been accepted to participate in the Electronic Monitoring Program, understand I must comply with the following terms and conditions. I also understand a violation of any of these Conditions of Agreement may cause my removal from the program without notice. In addition, I understand that the program rules will be enforced for the duration of the program in conjunction to any other terms and conditions of my probation grant(s).

1. I will not tamper with the Electronic Monitoring equipment that has been issued to me, nor will I permit tampering by any other person.
2. Loss, intentional damage, or damage sustained to the unit(s) or their components due to negligence will result in my immediate removal from the program. I will be held financially responsible for all equipment issued to me not to exceed \$2000.00. The actual replacement and or repair cost will be determined by the contracted monitoring company. Reimbursement will be set up through the Probation Department/Revenue Services.
3. Intentional damaged or lost equipment will also result in formal misdemeanor/felony charges being filed with the court.
4. I understand that my participation in the program will be monitored by a tamper-resistant, non-removable G.P.S./RF/SCRAM ankle bracelet, which I agree to wear 24 hours a day during the entire period of the Electronic Monitoring Program.
5. I understand that it is my responsibility to advise all individuals residing in my residence of the rules and regulations of this program. All residents of the household and I will grant admittance to my home to any peace officer and or Probation Officer at any hour of the day or night.
6. I understand that I will be required to stay within the interior premises of my home, and / or within the areas determined by the EMP staff while on the program.
7. I will only leave my residence for the following reasons:
 - a. To attend work as **pre-approved** by the Probation Officer.
 - b. To attend and participate in a treatment program or counseling as **pre-approved** by the Probation Officer.
 - c. To attend to personal affairs as **pre-approved** by the Probation Officer.
 - d. When directed to do so by emergency personnel, i.e. police, fire, paramedic, etc.
 - e. When an emergency situation, such as serious illness or injury, or injury to my immediate family or myself necessitates my leaving the residence.
 - f. In the case of (d) and (e) I will immediately, or as reasonably practical, call the Electronic Monitoring Program and advise the Probation Officer of such incidents during business hours. If the incident occurs during non-business hours I will call the Probation Officer's voice mail and explain the nature of my emergency or incident requiring me to leave. I will provide written proof of any incident to the EMP staff the next business day or as reasonably practical.
 - g. All other absences require the prior approval of the Probation Officer. I will be required to provide written documentation verifying these absences.

8. I will not consume or possess any alcoholic beverages, illegal drugs, or narcotics. I will advise the Probation Officer of any prescription drugs I am required to take.
9. I understand that all residents of the household I live in must comply with the following conditions:
 - a. No possession or consumption of alcohol on the premises.
 - b. No possession of illegal drugs or narcotics.
 - c. No dangerous or deadly weapons.
 - d. No resident or guest shall be under the influence of any drug or alcohol.
 - e. No social gatherings will be held except with members of the immediate household, unless prior approval from the EMP staff is obtained.
 - f. No visitors will be allowed unless **pre-approved** by the EMP staff.
10. No persons may join or move into the household, unless prior permission is obtained from the Probation Officer.
11. I understand that my employer may be contacted, either in person or by telephone, to verify my continued employment and working hours.
12. I will not change my means of transportation without the prior approval of the EMP staff.
13. I will submit any schedule change request at least one week in advance, during my weekly office visit. I will supply any documentation requested by the Probation Officer to verify my schedule. Schedule change requests will be kept to a minimum to maximize the efficiency of the program.
14. Work schedules may only be changed with the approval of the Probation Officer.
15. The primary use of voice mail is for emergency situations which necessitate my leaving my home at unauthorized times, or to request a return call. I understand that leaving a message on voice mail is **NOT** authorization to change my schedule or leave my home. I must obtain prior approval in person or by telephone from the Probation Officer to change my schedule.
16. I understand that willful failure to return to my residence within the prescribed time, or leaving this address at an invalid time, shall be deemed an escape from custody, and I can be charged and prosecuted to the fullest extent of the law. I further understand that willful failure to abide by the pre-determined schedule established by the Probation Officer may be cause for my removal from the program.
17. During the period I am allowed to leave my residence I will proceed directly to and from the designation(s) that had / have been approved by the Probation Officer.
18. I will be financially responsible for any medical expenses incurred while participating in the Electronic Monitoring Program.
19. I understand that the loss of a receiving signal or the receipt of a tamper signal by the monitoring device shall constitute prima facie evidence that I have violated my curfew. I further agree that the computer printout may be used as evidence in a Court of Law to prove said violation.
20. If released from work or any other program component earlier than usual, or if work or other program component is canceled for the day, I will immediately return to my residence and notify the Probation Officer.

- 21. I will notify the Probation Officer as soon as possible of any changes in status of my employment, school studies, job training, treatment program, or other Electronic Monitoring Program component or extension.
- 22. I will be responsible for charging my monitoring device a minimum of 1.5 hours in the morning and 1.5 hours in the evening. In the event the monitoring device battery runs out, I understand that I can be removed from the Electronic Monitoring Program.
- 23. I will abide by the following rules imposed by the Probation Officer:

Participation on the Electronic Monitoring Program is a privilege and may be revoked at any time. I understand that I am in custody while participating on the Electronic Monitoring Program. I understand the above rules and regulations and a violation of any rule may result in my removal from the program. Removal may result in immediate arrest or a removal letter being sent to the last address provided. The letter will specify my surrender date to the jail and the appeal process.

Defendant: _____

Date: _____

Probation Officer: _____

Date: _____

KERN

**KERN COUNTY PROBATION DEPARTMENT
JUVENILE HOME ELECTRONIC MONITORING PROGRAM
TERMS AND CONDITIONS**

(661) 391-2234

DPO: _____
FILE #: _____
PICTURE #: _____

PETITION #: _____

Minor's Name: _____ Age: _____ DOB: _____

Address: _____ Phone: _____
Street No. City Zip Code

Minor Released To: _____ Relationship: _____

Released By: _____ Court Date: _____
Judge / Referee / Probation Officer

You have been released from Juvenile Hall to the Electronic Monitoring Program in lieu of detention. This conditional agreement requires cooperation by you and your parent(s) or legal guardian. Your participation in this program is contingent upon your signed promise to obey the following terms and conditions. Failure to comply with these terms and conditions may result in your arrest and return to Juvenile Hall.

1. You shall obey all laws and any previously ordered conditions of Probation.
2. You shall immediately report any law violation or contact with law enforcement officers to the Home Electronic Monitoring Officer.
3. You shall obey all reasonable orders of your parents(s) or legal guardian, Probation Officer and/or Home Electronic Monitoring Officer.
4. You shall attend school every day, if you are enrolled, and attend every class unless you have a valid medical excuse. You shall obey all school rules and regulations. If you do not attend school on a particular day for any reason and you have a telephone, you shall call the Home Electronic Monitoring Program Office before 8:30 a.m. on that morning.
5. You will be monitored by an ankle module, which you agree to wear on your ankle 24 hours a day. This program uses your telephone to monitor your presence at home.
6. You shall, along with your parent, agree to allow program staff entry into your home 24 hours a day, without prior notice to install, maintain, or inspect all monitoring equipment.
7. You must understand the removal of the electronic monitoring bracelet or absconding from the Juvenile Electronic Monitoring Program may result in a Petition before the Court for a violation of Section 871(d) of the W & I Code (escape from Juvenile Facility by removing the EMP device).
8. You must understand, a computer printout may be used to prove a violation of the program.
9. The only outings authorized by Home Electronic Monitoring Staff are as follows:
 - A) To attend school on a regular basis.
 - B) To attend church services once a week for approximately two hours.
 - C) To attend any counseling or doctor's appointment.
 - D) In case of a medical emergency.Any other outing must be approved by monitoring staff.
10. You shall telephone the number provided above and leave a message prior to leaving your residence for any outing and call again upon your return. Be advised that if your message is unclear it will not be accounted for.
11. You shall agree to reimburse the Probation Department for any damage and/or loss of equipment. Failure to do so can result in charges of theft and/or destruction of county property.
12. You must understand you are subject to the rules and regulations of the Home Electronic Monitoring Program until the release date of _____.
13. You shall not tamper with the transmitter attached to your ankle or the black box attached to your telephone line.
14. You shall appear, as notified, at every Court hearing and keep every scheduled appointment with your Probation Officer.
15. After your release from Juvenile Hall, you must remain at your residence until a Home Electronic Monitoring Officer arrives to provide an orientation.
16. Special Instructions: _____

The above instructions and conditions have been explained or read to me and I do hereby agree to abide by these conditions.

Minor's Signature _____ Date _____ Parent/Guardian Signature _____ Date _____
Intake Officer's Initials _____ Date/Time _____

Revised 8-11-08

KINGS



**Kings County Probation Department
Juvenile GPS Home Detention Program**

Participant Name: _____

Terms and Conditions of the GPS Home Detention Program

- _____ 1. I shall remain within the interior premises of my place of confinement during the hours designated by the Correctional Administrator, the Probation Officer (PO) or agent designated by the PO.
- _____ 2. Being on GPS means I am not allowed to leave my home except as authorized by the Probation Officer to travel to and from school, employment, counseling, church, or any verifiable emergency. I understand changes in my schedule must be approved twenty-four hours in advance (with the exception of verifiable emergencies). Leaving a voice mail with the Probation Department is not permission to alter my schedule. I agree to answer any questions concerning my whereabouts.
- _____ 3. I may not leave my place of confinement for ANY REASON without PRIOR APPROVAL of the Correctional Administrator or designee, except when directed by police, fire or medical personnel.
- _____ 4. If employed, I understand my work schedule must be verified in advance by my employer and approved by my Probation Officer. I agree to notify my Probation Officer immediately if I do not report to work as scheduled, get off work early, or am terminated.
- _____ 5. I understand program personnel will contact me a minimum of once per week, at which time, they will obtain my schedule for the ENTIRE FOLLOWING WEEK. The only program changes which would possibly be approved during the same week are medical appointments and work schedule changes. To make your request, call (559) 852-2992. DO NOT DIAL ANY OTHER EXTENSION OR PROBATION OFFICERS. Leave a detailed message if you are unable to speak to program personnel. YOU MAY NOT MAKE CHANGES TO YOUR SCHEDULE UNTIL YOU RECEIVE APPROVAL FROM PROGRAM PERSONNEL.
- _____ 6. I shall agree to the use of continuous electronic monitoring, which may include a global positioning satellite system (GPS) device(s) or other supervision devices, for the purposes of verifying compliance with the Rules and Regulations of the Electronic Monitoring/Home Confinement Program. The devices shall not be used to eavesdrop or record any conversation, except a conversation between me and the person supervising me which is to be used solely for the purposes of voice identification.
- _____ 7. While on GPS, I must respond to the doorbell, knocking, or telephone calls at any time of the day or night so my presence may be verified by the Probation Department, by any peace officer, or by any agent designated by the Probation Department for the purpose of verifying my compliance with the GPS conditions, as well as to verify the monitoring devices are not being tampered with.
- _____ 8. I may not tamper with or remove the continuous electronic monitoring device(s). Should it become damaged or inoperative, I must report it immediately to the Correctional Administrator or his/her designee. If deliberate damage occurs, I may be removed from the program, charges may be filed against me and restitution may be required.
- _____ 9. I must maintain reliable telephone or cellular phone service throughout the period of confinement, and must answer all calls from Electronic Monitoring Services (EMS) Unit, and/or return any voice messages immediately upon receiving them. In the case of GPS units, I must immediately call the

EMS Unit anytime my device vibrates or makes a beeping sound. Additionally, with GPS units, I must keep my device charged as directed by program personnel.

- _____ 10. I understand I may attend counseling (including AA or NA meetings) and must provide my Probation Officer with a schedule in advance of these sessions. I agree to notify my Probation Officer immediately if I do not attend a session, leave a session early, or am terminated from counseling.
- _____ 11. I understand I may attend religious/spiritual services and must provide my Probation Officer with a schedule in advance of these services (1 service per week).
- _____ 12. Pets must be confined to allow free access to my designated place of confinement by the Correctional Administrator or his/her designee.
- _____ 13. I agree to obey all laws, directives from my Probation Officer, reasonable and proper orders by my parent(s)/guardian(s), and any orders of the Court.
- _____ 14. I am not allowed to purchase, use, or have in my possession any dangerous weapon(s), i.e. firearms, martial arts weapons, or explosives, alcohol, intoxicants, illegal drugs, narcotics or narcotic paraphernalia at any time while on the GPS Home Detention Program.
- _____ 15. I will not consume or possess alcohol, illegal drugs, or prescription drugs not prescribed to me. I agree I will submit to chemical testing in order to verify my compliance.
- _____ 16. I understand I must be under the immediate supervision of my parent(s)/guardian(s) except during authorized scheduled activities such as school, counseling, or employment.
- _____ 17. I agree to use the electronic monitoring equipment to verify my compliance with the conditions of the GPS imposed by the Probation Department and/or the Court. I agree to wear the transmitter on my ankle twenty-four hours a day for the duration of time I am on the GPS. I agree to contact my Probation Officer immediately if I am aware of any problems with the equipment.
- _____ 18. I agree to submit my person, property, residence, and vehicle to search and seizure with or without probable cause at any time of the day or night by any peace officer.
- _____ 19. I must submit to alcohol and/or narcotic testing whenever requested to do so by any peace officer or designee designated by the Correctional Administrator.
- _____ 20. I understand I am responsible for the equipment for the duration of my participation in the EMP. If any part of the equipment is lost or damaged due to my own or my household's negligence, I agree to pay for the repair or replacement of this equipment. I understand tampering with the equipment will be considered a violation and may result in detention in juvenile hall. I understand if I intentionally damage or destroy the equipment, or fail to return the equipment within eight hours after terminating the program, I may be subject to criminal prosecution.
- _____ 21. I understand I must charge the unit twice a day for 1 hour at a time: once in the morning and once at night. Failure to properly charge the equipment will be considered a violation and may result in detention in juvenile hall.
- _____ 22. I must obtain prior approval from the Correctional Administrator or his/her designee for medical treatment except for life-threatening medical emergencies. Proof of medical attention is required.
- _____ 23. I agree to notify the Correctional Administrator or his/her designee immediately of any change of employment status, as well as any address or phone change, prior to them occurring.

- ____ 24. I understand all persons residing in my home must be aware of my placement on the GPS, and they must be aware of the program requirements. I understand they must agree to support my responsibilities while on GPS.
- ____ 25. I understand if I flee, I will be considered an escapee and will be reported to law enforcement for proper action. I understand this may result in criminal prosecution punishable as an escape from confinement under Section 871(d) of the Penal Code.
- ____ 26. I have received a copy of the GPS conditions and have reviewed them with my Probation Officer. I understand the conditions and agree to comply with them.
- ____ 27. Other conditions: _____

I, the undersigned, have read, fully understand and agree to comply with the Rules and Regulations, including the Terms and Conditions, of the GPS Home Detention Program, and hereby consent to participate in the program. I also understand that failure to comply with any of the above Terms and Conditions may result in my return to jail custody or further court action. I have received a copy of the Rules and Regulations, including Terms and Conditions of the program.

 Electronic Monitoring/Home Confinement
 Juvenile – Signature

 Correctional Administrator/ Designee
 Signature

 Print Name

 Print Name

 Date

 Date

 Parent Signature

 Print Name

PROGRAM START DATE: _____

TENTATIVE RELEASE DATE: _____

Unless told otherwise by program personnel, on the above noted release date, you must disconnect the equipment installed in your residence (when applicable) and report to the Electronic Monitoring Services (EMS) Unit at 8:00 a.m. along with the equipment. Do not remove the device from your ankle, program personnel will remove the device upon returning the equipment.

(Revised 10/08/12)



**Kings County Probation Department
GPS Home Detention Program**

Participant Name: _____

Rules about Wearing an Ankle Monitor

Charge it twice a day; 1 hour in the morning and 1 hour at night

Don't charge while asleep or driving

A sock can be worn over or under it

No boots

No baths (showers are okay), no swimming

LEAVE THE BUTTON ALONE!

If it beeps or vibrates, call us.

No yanking, pulling or playing with the monitor
(you break it, you buy it)

If you cut it off, or if you fail to return home at your designated time, you will be charged with escape.
So, don't do it!

Parent must call in a weekly schedule for the minor

PHONE NUMBER

PROBATION: 559-852-2992

LAKE



PROBATION DEPARTMENT

County of Lake, State of California

201 S. Smith Street

Lakeport CA, 95453

Telephone: 707-262-4285

Fax: 707-262-4292

Rob Howe

Chief Probation Officer



ELECTRONIC MONITORING PROGRAM (EMP)

Revised

I, _____, recognize failure to abide by any of the conditions of the EMP may result in a change of my custody status. It is the sole discretion of the Lake County Probation Department to determine if I have failed, and whether I will be placed in juvenile hall as a result of failure.

_____ I understand I am being placed on the EMP, under the conditions set forth in this document. If I refuse to comply with these conditions, I will be taken to juvenile hall pending further disposition.

_____ Being on EMP means I am not allowed to leave my home except as authorized by the Probation Officer to travel to and from school, employment, counseling, church, or any verifiable emergency. I understand changes in my schedule must be approved twenty-four hours in advance (with the exception of verifiable emergencies). Leaving a voice mail with the Probation Department is not permission to alter my schedule. I agree to answer any questions concerning my whereabouts.

_____ While on EMP, I must respond to the doorbell, knocking, or telephone calls at any time of the day or night so my presence may be verified by the Probation Department, by any peace officer, or by any agent designated by the Probation Department for the purpose of verifying my compliance with the EMP conditions, as well as to verify the monitoring devices are not being tampered with.

_____ I agree to provide my Probation Officer with my weekly schedule for the coming week no later than 5:00 PM on Mondays.

_____ I agree to attend school with no unexcused absences or tardies. I agree to notify my Probation Officer immediately if I do not go to school, get out early, or am suspended.

_____ If employed, I understand my work schedule must be verified in advance by my employer and approved by my Probation Officer. I agree to notify my Probation Officer immediately if I do not report to work as scheduled, get off work early, or am terminated.

_____ I understand I may attend counseling (including AA or NA meetings) and must provide my Probation Officer with a schedule in advance of these sessions. I agree to notify my Probation Officer immediately if I do not attend a session, leave a session early, or am terminated from counseling.

_____ I understand I may attend religious/spiritual services and must provide my Probation Officer with a schedule in advance of these services.

_____ I agree to obey all laws, directives from my Probation Officer, reasonable and proper orders by my parent(s)/guardian(s), and any orders of the Court.



PROBATION DEPARTMENT

County of Lake, State of California

201 S. Smith Street

Lakeport CA, 95453

Telephone: 707-262-4285

Fax: 707-262-4292

Rob Howe

Chief Probation Officer



- _____ I will not consume or possess alcohol, illegal drugs, or prescription drugs not prescribed to me. I agree I will submit to chemical testing in order to verify my compliance.
- _____ I agree to submit my person, property, residence, and vehicle to search and seizure with or without probable cause at any time of the day or night by any peace officer.
- _____ I understand I must be under the immediate supervision of my parent(s)/guardian(s) except during authorized scheduled activities such as school, counseling, or employment.
- _____ I agree to use the electronic monitoring equipment to verify my compliance with the conditions of the EMP imposed by the Probation Department and/or the Court. I agree to wear the transmitter on my ankle twenty-four hours a day for the duration of time I am on the EMP. I agree to contact my Probation Officer immediately if I am aware of any problems with the equipment.
- _____ I understand I am responsible for the equipment for the duration of my participation in the EMP. If any part of the equipment is lost or damaged due to my own or my household's negligence, I agree to pay for the repair or replacement of this equipment. I understand tampering with the equipment will be considered a violation and may result in detention in juvenile hall. I understand if I intentionally damage or destroy the equipment, or fail to return the equipment within eight hours after terminating the program, I may be subject to criminal prosecution.
- _____ I understand I must charge the unit twice a day for thirty minutes at a time: once in the morning and once at night. Failure to properly charge the equipment will be considered a violation and may result in detention in juvenile hall.
- _____ I have been instructed on the correct use of the monitoring equipment and understand its use.
- _____ I understand all persons residing in my home must be aware of my placement on the EMP, and they must be aware of the program requirements. I understand they must agree to support my responsibilities while on EMP.
- _____ I understand if I flee, I will be considered an escapee and will be reported to law enforcement for proper action. I understand this may result in criminal prosecution.
- _____ I have received a copy of the EMP conditions and have reviewed them with my Probation Officer. I understand the conditions and agree to comply with them.

Program Participant's Signature

Date

LASSEN



LASSEN COUNTY PROBATION DEPARTMENT

Chief Probation Officer
2950 Riverside Drive, Ste 101
Susanville CA 96130
Phone: 530-251-8212
Fax: 530-257-9160

GPS: _____

RF TX: _____ RF RX: _____

**Juvenile Home Detention Electronic Monitoring Program
Terms and Conditions**

I, _____, understand that the court has ordered my placement in the Home Detention and Electronic Monitoring Program and I agree to the following terms and conditions:

_____ 1. To reside at the residence located at address: _____

_____, County of Lassen, California _____, and has an operating telephone number of: _____.

_____ 2. To remain in the above residence at all times, except to go directly to and from work, school, or as otherwise approved by the Probation Officer, a life threatening emergency, or when directed to do so by police, fire or medical personnel, and to report all emergencies or incidents immediately.

_____ 3. That I and all other residents agree to grant admittance to my residence to the Probation Officer, Probation Assistant or Law Enforcement Officers at any hour of the day or night.

_____ 4. To confine all animals and to allow free access to my residence by the Probation Officer, or any law enforcement officers at any hour of the day or night.

_____ 5. No individuals may join the household, unless specifically approved in advance by the Probation Officer. To do so will result in violation of my Electronic Monitoring Program and return to Juvenile Hall/Jail.

_____ 6. No individuals may visit the home unless approved by a Deputy Probation Officer or Probation Assistant.

_____ 7. No social gatherings will be held in my residence. To do so will result in a violation of my Electronic Monitoring Program and return to Juvenile Hall/Jail.

_____ 8. I will call the Probation Officer or Probation Assistant immediately for instructions in the event I become ill.

_____ 9. My residence and all persons who reside therein must meet the approval of the Probation Officer prior to admission to the program.

_____ 10. The discovery and presence of alcoholic beverages, illegal drugs or narcotics, firearms or dangerous devices constitute a violation of my Electronic Monitoring Program, which may result in my returning to Juvenile Hall/Jail.

_____ 11. To refrain from the consumption and possession of alcoholic beverages and not to enter any establishment where the sale of alcoholic beverages is the primary source of income.

_____ 12. Not to possess or have in my vehicle any firearm or dangerous weapon.

___ 13. Not to operate any motor vehicle unless properly licensed and covered by liability insurance.

___ 14. It is a violation of my Electronic Monitoring Program to associate with any person declared undesirable or unacceptable by the Probation Officer or Probation Assistant.

___ 15. To refrain from using or possessing controlled substances not prescribed by a physician and other illegal substances including all tobacco products.

___ 16. To notify the Probation Officer or Probation Assistant immediately of any controlled substance prescribed by a physician.

___ 17. To submit to chemical testing in the form of blood, breath or urine for the detection of alcohol/drug use upon the request of the Probation Officer, Probation Assistant or any law enforcement, with the type of test used to be determined by said Officer. Upon receiving a positive test, this will result in the violation of Electronic Monitoring Program and return to Juvenile Hall/Jail.

___ 18. To submit my person, vehicle or place of residence, place of business or any other belonging to search and seizure at any time of day or night, with or without a search warrant and with or without reasonable or probable cause by any Probation Officer, Probation Assistant or other Peace Officer.

___ 19. To participate in a counseling program as directed by the Probation Officer or Probation Assistant and not terminate said program without permission of the therapist and the Probation Officer or Probation Assistant.

___ 20. I will uphold and obey laws of the State of California and the United States and the statutes and ordinances of all cities and localities wherein I reside.

____ 21. The County of Lassen does not have any responsibility to provide food, shelter, clothing or medical and dental care to me during the period of my home detention.

____ 22. To maintain an operating telephone line into my residence and to pay all expenses related to the telephone service and the electronic monitor.

____ 23. That my telephone has long distance call capability, not a speakerphone, not a party line and does not have any call forwarding or call waiting capabilities. No voice mail or answering machine or Privacy Manager. If my telephone has any of these features, I will remove them.

____ 24. That electronic monitoring equipment can be hooked up to my home telephone. No other equipment, computer or electronic equipment can be hooked up to the telephone.

____ 25. That the Probation Officer or Probation Assistant and related personnel may enter my home to install, maintain and inspect all electronic monitoring equipment.

____ 26. That I will not, nor will I allow anyone else to tamper with, remove, disconnect or attempt to repair any electronic monitoring equipment.

____ 27. That I will be held responsible for any damages to the electronic monitoring equipment. If damages occur, I may be removed from the program, charges filed and restitution required.

____ 28. To abide by all instructions of the Court, Probation Officer, Probation Assistant and representatives of the company providing the electronic monitoring equipment for the proper maintenance, care and utilization of the equipment.

____ 29. I am to wear a Lassen County approved and issued electronic transmitter 24 hours a day during the entire commitment to home detention.

____ 30. I am to be within hearing range of my telephone at all times and that I will have 60 seconds to answer all phone calls to verify my presence.

____ 31. I am to not utilize my telephone for extended periods of time. All other residents of my household willingly agree to abide by this condition. I understand that the computer will randomly call my home. If someone in the residence or I pick up the telephone and hears a screeching/modem tone, he, she or I must hang up and stay off the line for 10 minutes.

____ 32. I will not have telephonic or any other form of contact with other participants on this program or with current jail inmates.

____ 33. I cannot go beyond the confines of my residence or the perimeters set by the Probation Officer, Probation Assistant or a violation will be detected that is physical evidence constituting a violation of my home detention program. I further agree that a fax/computer printout may be used as evidence in a court of law to prove a violation of this program.

____ 34. That the loss of a receiving signal, the receipt of a tamper signal or the receipt of a signal indicating absence from my residence is physical evidence of violation of my home detention program and I may be returned to Juvenile Hall/Jail.

____ 35. I will report any problems with the electronic monitoring equipment to the Probation Officer or Probation Assistant immediately.

____ 36. To pay in advance a monthly, plus a onetime administrative fee of \$_____ at the rate of \$10.00/day unless a fee waiver is authorized in writing by OR&R.

____ 37. That Lassen County, its agents and the company providing the electronic monitoring equipment are not liable for any damages or injuries arising out of my own negligence during my entire commitment to the electronic monitoring program.

____ 38. That failure to return to my residence on or before the designated time is a violation of Section 4532 of the Penal Code (Escape).

____ 39. That my method of transportation to and from school, approved appointments and job site, if in a vehicle, will be _____ and the driver will be _____.

____ 40. I will report to the Probation Officer or Probation Assistant at such times, places and in such a manner as directed.

____ 41. I will not change employment, school or means of transportation without prior approval of a Probation Officer.

____ 42. While employed, I shall be covered by employer's insurance and/or Workman's Compensation.

____ 43. I may be disqualified for Electronic Monitoring if I was ever removed from Work Furlough/Electronic Monitoring within the last three years.

____ 44. Anyone with the history of serious drug or alcohol abuse may be considered ineligible.

____ 45. Parents/Guardians must be willing to cooperate in order that the juvenile is returned to the residence on time.

- ___ 46. To abide by all the terms stated in my Court Order.
- ___ 47. I will attend school regularly and to remain on school campus during lunch period.
- ___ 48. To phone Probation before I leave, my residence for school, work or any appointments and phone when I return home.
- ___ 49. I will promptly go home and not to socialize after school or work, unless I obtain prior approval from the Probation Officer or Probation Assistant.
- ___ 50. To provide receipts to the Probation Department for out of home appointments, such as doctor appointments, attorney, haircuts or store, which are previously approved by the Probation Officer or Probation Assistant.
- ___ 51. To obey my parents at all times.
- ___ 52. I will not participate in any social activity electronically or by any other means.
- ___ 53. In case of emergency that occurs after Lassen County Probation office hours (8 a.m. to 5 p.m., Mon – Fri) or *on weekends and/or holidays, I will call Sheriff's Dispatch at (530) 257-6121* and ask that the on-call Juvenile Probation Officer be notified.
- ___ 54. I will have a blackout period of one month from the day I am accepted into the program.
- ___ 55. Upon release from electronic monitoring, the device will be removed only when Probation has received all the equipment that goes with the electronic monitoring device. If items are missing and cannot be returned restitution will be enforced and must be paid in full in order to have the device removed.

____ 56. As the legal custodian, guardian or parent(s) of _____
I agree to provide adult supervision to the minor at all times during his/her
commitment to home detention and electronic monitoring.

I have reviewed, understand and agree to abide by the above terms and
conditions of the Home Detention and Electronic Monitoring Program. I also
understand that failure to comply with any of these conditions may result in my
immediate return to custody, further Court actions and loss of good time
previously earned.

Signature of Applicant

Date

Signature of Parent(s)

Date

Signature of Electronic Monitoring Officer

Date

LOS ANGELES



**COUNTY OF LOS ANGELES
PROBATION DEPARTMENT
CIVIL LITIGATION UNIT**

9150 EAST IMPERIAL HIGHWAY – DOWNEY, CALIFORNIA 90242
(562) 940-2554



TERRI L. McDONALD
Chief Probation Officer

July 12, 2018

Sent via email: agandhi@clinical.law.berkeley.edu

UC Berkeley School of Law
353 Boalt Hall
Clinical Program
Berkeley, CA 94720-7200

SUBJECT: CALIFORNIA PUBLIC RECORDS ACT- REQUEST FOR RECORDS

Dear Ms. Gandhi,

This is in response to your e-mail dated July 3, 2018 in which you had follow-up questions regarding the Probation Department's ("Department") response to your California Public Records Act ("CPRA"), dated July 2, 2018. Please be advised we are interpreting your inquiry as a continuation of your initial CPRA request dated June 8, 2018.

Additionally, please be advised that the CPRA requires a public entity to produce non-exempt public records, not to respond to specific questions. However, in an effort to comply with your follow-up questions, we have the following information:

Specifically, you request the following:

1. Does LA County have an EM Program for juveniles?

Department response to No. 1: Yes, the Electronic Monitoring Program is called the Community Detention Program (CDP).

2. If LA County does have a program, are there standard or template terms youth must follow while on probation as part of the program?

Department response to No. 2: Each minor has terms and conditions to abide by when they are ordered into the program. The terms and conditions are set forth by the court. There are eight conditions ordered by the court: (1) Obey all laws and terms/conditions set forth by the court. (2) Submit to unannounced and unscheduled surveillance checks in person and electronically. Surveillance checks include visits to home, school,

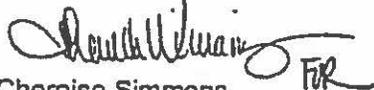
Rebuild Lives and Provide for Healthier and Safer Communities

counseling centers or place of employment. (3) Follow all orders of the Probation Officer(s). (4) Be inside residence when not in school, unless otherwise pre-approved by the Probation Officer. (5) Attend school regularly and not be absent for any reason, except with a valid medical excuse. Immediately notify the Probation Officer of any changes to the school schedule. (6) Have no contact directly or indirectly with: victim or other defendants, gangs or anyone disapproved of by parent / guardian (7) Court authorizes no electronics or visitors and finally (8) Court authorizes Dr. appointments, counseling, church, etc.

Attached for your reference is Section No. 200 of the CDP Manual which lists the conditions set by the court. It should be noted that the court can always add to these standard conditions.

Please be advised that by the instant letter the County of Los Angeles Probation Department preserves all applicable privileges/objections and waives nothing.

Sincerely,

A handwritten signature in black ink, appearing to read "Chereise Simmons". The signature is written in a cursive style with a long, sweeping underline that extends to the right.

Chereise Simmons
Administrative Services Manager II
Civil Litigation Unit

<p align="center">Los Angeles County Probation Department CDP Manual</p>	<p>SECTION NO CDP 200</p>
<p align="center">THE DECISION TO DETAIN OR RELEASE</p>	<p>REVISION DATE: June 30, 2011 APPROVED BY Paula Heath, Director COMMUNITY DETENTION PROGRAM</p>

201 GENERAL

As a CDP Officer, the decision to detain a minor is one of the most important and challenging jobs.

The CDP Officer is responsible for identifying violations associated with the 'court order that placed the minor on Community Detention Program'. There are eight conditions which could be violated that require the CDP Officer to consider if detention is warranted :(Prob.1397 see attachment).

1. Obey all laws and terms/conditions set forth by the court
2. Submit to unannounced and unscheduled surveillance checks in person and electronically. i.e. (home visits, school, counseling centers or place of employment)
3. Follow all orders of the Probation Officer(s)
4. Be inside residence when not in school, unless otherwise pre-approved by probation officer
5. Attend school regularly and not be absent for any reason except with a valid medical excuse. Immediately notify the probation officer of any changes to the school schedule
6. Have not had contact directly or indirectly with victims, other defendant(s) and any gangs
7. Court Orders _____ Schedule _____.
8. Court Authorizes _____ Schedule _____.

202 PRE-ARREST PROTOCOL

The DPO carefully plans the course of action prior to affecting an arrest. If determined that arresting a probationer is necessary, the DPO shall adhere to the following:

- Confirm case status, including probation conditions and any necessary case information
- Make any necessary collateral contacts to verify violation(s)
- Confer with the SDPO
- Obtain assistance if needed from local law enforcement
- Ascertain probationer's medical and/or mental health status (if possible)

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

JUVENILE COURT

Dept. 202

Date: 07/16/2018

Court Order to Place Minor on
COMMUNITY DETENTION PROGRAM

ZERO TOLERANCE

In the matter of:

PDJ No.: [REDACTED]	Name: [REDACTED]	DOB: [REDACTED] - [REDACTED]	Minor Status: [REDACTED]
JAIN: [REDACTED]	Court No.: [REDACTED]	SSN: N/A	Risk/IR: [REDACTED]
Wrk Loc/DPO: [REDACTED]		Detained: N/A	SID: [REDACTED]
			Prog Clstr: [REDACTED]

Description: Male Female Offense Alleged: Misdemeanor Felony
777WIC

Status: New Investigation 602 HOP 602 HOP (new pct.) 790 725 Other: _____

It is ordered that the minor be placed on HOME DETENTION (forthwith / effective: _____)

New / Reinstated under same terms Automatic Termination 30 days 45 days 60 days Other: _____
Reinstated under new terms (see below) remain on CDP pending below-indicated next hearing:

That the minor be placed with: Parent(s) Guardian(s) Other: _____

Name

Address

City

Zip Code

Phone

Pending the next hearing on [REDACTED] in Department [REDACTED] under the following conditions:

- 1. Obey all laws and terms/conditions set forth by the court.
- 2. Submit to unannounced and unscheduled surveillance checks in person and electronically.
Surveillance checks include visits to home, school, counseling centers or place of employment.
- 3. Follow all orders of the Probation Officer(s).
- 4. Be inside residence when not in school, unless otherwise pre-approved by the probation officer.
- 5. Attend daily School regularly and not be absent for any reason except with a valid medical excuse. Immediately notify the probation officer of any changes to the school schedule.

6. Have no contact directly or indirectly with: victim(s) another defendant(s)
any gangs: No Friends allowed at home.

7. Court orders: Detain on First Violation & Zero Tolerance Schedule= _____

8. Court authorizes: Religious services with parent only Schedule= Sundays Only

The order of the court shall be in effect until it is vacated or modified. If it appears that minor failed to comply with any of the above, the Probation Officer, or any peace officer, may detain the minor and cause the matter to be brought before the court. Minor waives formal written notice of hearing on violation of this order.

I understand and promise to obey the specific conditions written or checked on this form.

Minor

Parent/Guardian

[Signature]
Court Officer

[Signature]
BENJAMIN R. CARPOS

Distribution: 1 - Legal File 2 - CDP 3 - Probation File 4 - Minor/Parent
Probe 1397 (Rev. 8/10)

MADERA



Behavioral Interventions



Participant; please read and initial the following Conditions of House Arrest, to acknowledge that you understand and agree to comply with each condition.

Parent and/or guardian; please read the House Arrest Conditions as they apply to your child. Please sign the third page of this agreement to acknowledge that you understand and agree to assist your child in complying with each condition.

_____ I understand that I am being placed on Home Detention (House Arrest) under the conditions set forth on this document. If I refuse to comply with these conditions, I will be taken to Juvenile Hall pending my appearance before the court for further disposition. Home Detention means I will not leave my home except to travel directly to and from school, employment, counseling, church, or verifiable emergencies. Otherwise, I am expected to be home. "Home" is defined as inside my residence only. I must be able to hear and respond to the doorbell, knocking or telephone calls in order that my presence may be verified by Probation Officials.

_____ I agree that unannounced visits into my home at any time of the day or night by any officer or agent designated by the Court for the purpose of verifying my compliance with House Arrest conditions and my compliance with the use of any electronic monitoring devices and to verify the devices are not being tampered with or altered.

_____ I agree to answer any questions asked by Probation Officials concerning my whereabouts or activities and will provide written documentation upon request. I understand that while on the Electronic Monitoring Program, my room, and any person can be searched by the Probation Officer.

_____ I agree to notify Probation Officials of any dogs or vicious animals I have at my home. I understand it is my responsibility to immediately control and/or confine my animals when Probation Officials are present.

_____ I understand that I must be under the immediate supervision of my parents or guardian except as authorized by Probation Officials to be at a scheduled activity such as school, counseling or employment.

_____ I agree to attend school with no unexcused absences or tardies and to stay on the school grounds at all times during school hours and return home immediately after school. Transportation to and from school must be provided by my parents or guardian except as authorized by Probation Officials. I agree to notify Probation Officials immediately if I do not go to school, get out early or get suspended.

HOUSE ARREST RULES AND REGULATIONS

_____ I agree to obey all laws, the Probation Officer, my parent(s) or guardian(s), all court orders, and not to leave the County of Madera.

_____ I agree not to use or possess alcohol, illegal drugs, or dangerous weapons. I understand that I will be subject to drug and/or alcohol testing.

_____ I understand I cannot have friends visit me at my home while on House Arrest.

_____ I understand if employed locally I may be allowed to continue my employment upon approval by the Probation Officials. I understand changes in my work schedule must be verified in advance by my employer and approved by Probation Officials. I agree to notify Probation Officials immediately if I do not report to work, get off work early or if I am terminated.

_____ I agree to maintain a working telephone in my residence and to not have a "party line", "call waiting", "call forwarding", "caller ID", "phone blocks", "answering machine", "cordless phone", "message center", "internet service", and "fax machine".

_____ I understand that I will submit a permanent schedule for the entire time that I am on House Arrest. I also understand that any changes to my schedule must be approved by Probation Officials in advance.

_____ I understand I must notify Probation Officials upon any Law Enforcement contact while on House Arrest.

_____ I understand upon approval by the Probation Officials I may attend the church of my choice, one day per week, on day of worship, for up to 3 hours. I agree to provide the name of my church, address, phone number and name of the pastor.

_____ I promise to appear at all Court Hearings, and I understand if I fail to appear for a scheduled Court hearing a Warrant may be issued for my arrest.

_____ I understand there are NO walk in appointments and all phone calls to the Juvenile Services Division office will be accepted ONLY from 8:00 am to 5:00 pm on Monday thru Friday, excluding holidays and the lunch hour of 12:00 pm to 1:00 pm when the office is closed. All calls must be made to a Probation Officer by a parent or guardian.

Electronic Monitoring participants:

_____ I agree to maintain an operating phone line while on House Arrest. I understand that I am responsible for the cost of all toll calls if I reside in Chowchilla, Fairmead, and all areas of eastern Madera County.

_____ I agree to use of electronic monitoring or supervision devices to verify my compliance with the conditions of the House Arrest Program imposed by the Court.

_____ I agree to limit all phone conversations on my phone line to 5 minutes or less. If I hear a "beep" while talking on the phone, I am to hang up and allow the equipment to operate, approximately 10 minutes.

_____ I understand opening, tampering, destroying or failure to return these items will make me financially responsible for any repair or replacement costs. The In-Home Monitor is \$1,320.00, the Transmitter is \$575.00, the Adapter is \$15.00, the Strap is \$15.00, the Battery is \$15.00, the Phone Cord is \$10.00, the Rails are \$5.00 each, the Locks are \$1.25 each. This totals \$1,962.50. TAD/Soberlink/GPS equipment damaged or not returned will be billed at the market value specified by Agency. I agree to return all Electronic Monitoring equipment upon termination from the program. I understand that failure to return this equipment could result in new charges being filed and restitution requested.

_____ I agree to place the monitor in a central location, at least three feet off the ground. I will not place the monitor on or around a metal table or shelf. I will not place it in direct sunlight or near electrical appliances (ex: TV, stereo, microwave, refrigerator, stove).

_____ I have received a copy of the House Arrest Conditions and reviewed them with a Probation Official. I now understand all the House Arrest conditions and agree to comply with them.

Participant Signature

Date

Parent or Guardian Signature

Date

BI Staff Signature

Date

BI Inc.
Juvenile House Arrest Program
Madera County



I understand that all information regarding my participation in the Madera County Electronic Monitoring Program is shared with every member of the Supervision and Treatment Team at this agency.

The purpose of the following release of information is to allow communication with supervising criminal justice agencies to ensure your compliance and progress on issues that pertain to electronic monitoring, treatment needs and public safety.

AUTHORIZATION TO RELEASE/REQUEST INFORMATION

I, _____, hereby authorize BI Incorporated, Madera County Electronic Monitoring Program to release information to and receive information from:

<u>MADERA CO. PROBATION DEPARTMENT</u> <i>Agency Name</i>	<u>(559) 675-4970</u> <i>Phone Number</i>	<u>Chris Childers</u> <i>Contact Person</i>
<u>28261 Ave. 14</u> <i>Street Address</i>	<u>Madera</u> <i>City</i>	<u>CA 93638</u> <i>State Zip</i>

I understand that the following specific items and information will be released on an ongoing basis in writing and/or verbally by staff to the above named individuals/agencies for the entire period of time that I am a client at Madera County Electronic Monitoring Program.

Please read and initial each line.

_____ Attendance, Progress, and Compliance with my Terms and Conditions at this agency including all of the following:

- _____ Any information regarding any contact with law enforcement agencies during the time that I am a client at Madera County Juvenile Services Division;
- _____ Any use of drugs or alcohol at any time during the period in which I am a client at this agency;
- _____ Information regarding firearms or illegal weapons in my possession at any time;
- _____ Any failure to report as required;
- _____ Any failures to be employed, seek employment, or attend school or decision to terminate employment;
- _____ Any failure to report personal financial information as requested by staff;



The above information is to be released/requested for the following purposes:

_____ Any changes in my phone, address and employment information;

_____ Program Rules & Conditions Compliance and Non-Compliance

_____ Exchange and verification of client case and planning information.

_____ I understand that this authorization will remain in effect for the period of which I am a participant of a BI, Inc. program. or until I rescind this authorization in a written communication to my case manager.

_____ I also understand that any disclosure made is bound by Part Two of Title 42 of the Code of the Federal Regulations (as listed in Client Rights) governing confidentiality of alcohol and drug abuse patient records and that recipients of this information may re-disclose it only in connection with their official duties, in a professional manner.

_____ I also understand that under State law, professionals are required to release information to appropriate authorities without client authorization in cases of child abuse, danger to self or others, and grave disability.

Client Signature

Date

Staff Witness Signature

Date

BI
Behavioral Interventions

BI Inc.
Juvenile House Arrest Program
Madera County

[Redacted Signature]

I, _____, (parent/guardian/custodian) of _____ (juvenile/minor) voluntarily agree to participation in the BI Incorporated, Madera County Electronic Monitoring Program. I hereby agree on my behalf and that of said juvenile/minor to abide by all program rules and conditions of participation. I understand that failure to comply with any program rule and/or condition; may result in disciplinary action against the minor, which may include removal from the program and returned to custody.

PROGRAM QUALIFICATIONS

1. A participant must be recommended for the Program by the Madera County Probation Department.
2. A Participant must reside at a verifiable residence and should not change their Address or telephone number without proper notification being given to BI, Inc.
3. Participants must have 110-volt electric current and functional telephone at the residence and agree to maintain both in working order in accordance with program guidelines during the period of participation. Participants should not unplug the power/telephone cords unless directed to by BI staff.
4. The telephone line must be a private, non-business line without any added services, such as: call waiting, call forwarding, voice messaging, and/or 3-way/conference calling. The telephone cannot be attached to an answering machine, used for computer or facsimile transmissions, and cannot be cordless, cellular or modular type. The ability to dial/receive 1-800 numbers is required.
5. Should the BI equipment need to make connection with the Monitoring Center; while one is on the telephone (a tone will be heard in the receiver), the person on the telephone must terminate their phone call and wait 10 minutes before resuming use of the phone. If you fail to do so, the call will be terminated for you and your monitor unit will make noises.
6. Participants must have verifiable employment or verifiable income that will meet program participation fees. Arrangements for indigent participants will be made on a case-by-case basis. Eligibility will determined by the Madera County Department of Revenue Services.
 - A \$50.00 enrollment fee is charged upon initial intake orientation.
 - A \$50.00 moving fee will be assessed for relocation of participant and equipment to a new residence while on electronic monitoring.
 - Participants are required to pay fees in advance (at least 7 days) or in full if sentence is less than 15 days or otherwise determined by BI staff.

PROGRAM QUALIFICATIONS, continued

- If participant is removed from the Program for cause, voluntarily or involuntarily, participant will forfeit all fees paid.
 - Failure to pay fees as agreed/scheduled will result in a referral to Probation. A willful failure to pay fees may result in a return to custody.
7. Should any intentional damage or loss occur to any of the BI equipment, the participant will be held financially liable and will be assessed the full costs by BI Inc. and/or the Court. Replacement costs will be commensurate with current market value.
 8. Participants will be monitored by a non-removable wrist/ankle bracelet, which is worn 24-hours a day during the full length of involvement in the program. The transmitter is waterproof and hypoallergenic. Participants must leave the transmitter on their person until directed to remove it by BI staff.
 9. Participants will be instructed on how to install the Field Monitoring Device (FMD) in their residence. This device communicates with the Guard Center via the telephone line. Other BI Inc. electronic technology may be used as determined by the Court.
 10. If ordered, a remote alcohol testing system (TAD and/or Soberlink) will also be installed. Participants must complete the alcohol test as they are sent to the residence. Failure to complete the alcohol test is considered positive for alcohol. One positive alcohol test will result in a return to custody.
 11. A participant must sign the Consent to Release Information and Employer Agreement, allowing Electronic Monitoring Program staff to contact participant's employer, instructor, attorney, court, probation officer and/or therapist, or any other agency designated, in order to monitor performance, progress and compliance.
 12. Participants must conduct themselves appropriately while on electronic monitoring. Participants shall not provide false information/documentation to staff and shall comply courteously with staff requests. Failure to comply with staff requests will result in a referral to the Probation Department and a possible return to custody.

PROGRAM RESPONSIBILITIES

Report-in

Participants are required to report-in weekly (or as determined by the Case Manager) with the Electronic Monitor Program staff at 28261 Ave 16, Madera, CA 93638. Facility hours are from 8:00am-5:00pm Monday through Friday. The facility telephone number is (559) 662-1600. Special holiday hours and corresponding days of closure will be posted. All appointments must be kept unless prior arrangements are made with the Case Manager.

During the weekly report-in, participants must have these items ready to have your case managed:

1. Electronic Monitoring Fees in the exact amount in the form of money order, cashier's check, or credit/debit card.
2. Proof of compliance for any court ordered obligations.
3. Signed treatment slips (including AA/NA) if applicable.
4. Be prepared to complete a urinalysis (UA) and/or alcohol screening test, if subject to testing.

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PROGRAM RESPONSIBILITIES, continued

5. Any schedule changes, changes in your residence, phone number, employment or other circumstances. (i.e., job search efforts, domestic troubles/concerns).
6. Information regarding police contacts or new/pending court dates.
7. Receipts/verification for ALL outings approved since last appointment (including current pay stubs and/or signed school attendance slips).
8. Ask questions

You will be required to take a breathalyzer test upon entry into the BI facility. If you test positive for any alcohol you may be denied services for that day, an incident report will be generated, and the Tulare County Probation Department will be notified.

Schedule

Participants will have their schedule approved by Electronic Monitoring Program staff during weekly report-in. This requires participants to plan their weekly schedule in advance in order to be approved by BI staff. Permission for shopping, laundry, etc. are subject to pre-approval.

Medical

If participants are taking any medication, they must provide that information to the BI staff. The information must include the doctor's name, telephone number, prescription name and dosage. Participants cannot take medication not prescribed for them by a physician. Over-the-counter medication shall contain no alcohol.

Note: Taking medication that is not prescribed for you by a physician is against the law.

Employment

1. Participants will be allowed to work for a company that is properly licensed and provides paychecks with the appropriate withholding statements, and will be expected to remain in good standing with the employer while on electronic monitoring.
2. It is the participant's responsibility to make their employer aware of their circumstances. Staff will contact the employer to verify employment and explain the conditions of electronic monitoring, discuss performance and attendance.
3. Participants must notify BI staff immediately of any change in their employment status.
4. Participants will not be allowed to work for a company that requires overnight stays and/or takes them out of the state (including Military Service) unless approved by the Madera County Probation Department.
5. Prior to moving from one job site to another job site, participants must contact their BI case manager and inform him/her of the exact location of their next job site.
6. Under no circumstances should participants make any stops not specifically authorized in advance or engage in any retail shopping not authorized in advance.
7. Participants may be allowed to work overtime if needed, not to exceed a 10-hour workday. Participants must call their case manager if they are working late, and have their supervisor verify the overtime. Overtime is considered a privilege, not a policy and can be revoked as a form of disciplinary action.

PROGRAM RESPONSIBILITIES, continued

Other Activities

1. As a general rule, participants must maintain employment while on electronic monitoring unless prior arrangements have been made. If a participant anticipates that they might be laid off or otherwise lose their job, they must notify BI staff immediately. Participants may be given time to obtain other employment, if necessary, subject to verification.
2. Participants may participate if they are receiving SSI, Social Security, public assistance, Disability or Retirement Benefits, or Veteran Benefits.
3. School attendance is acceptable, if able to show regular class schedule and/or proof of attendance.
4. Participants must remain at home while performing parental duties to offspring or minors.
5. Participants may be given permission to conduct activity outside the residence for Probation Department approved activities and basic living needs (i.e. medical appointment, grocery shopping, etc.).
6. Participants wishing to attend church services must have the church provide BI Inc. with a written letter on church letterhead indicating you are a parishioner, the dates/times of services you wish to attend, and bring in a signed church bulletin as verification of attendance.
7. Treatment providers must fax/mail confirmation of treatment enrollment to BI Inc. prior to attendance in the program (or as soon as enrolled into treatment).

Curfew

Participants Shall Make No Unauthorized Stops

Participants Must Remain Inside Residence Unless Verbal Authorization Has Been Given.

1. Participants must notify BI staff if they are delayed and/or returning to the residence outside of their curfew. Notification **does not** guarantee authorization-but is required.
2. Participants must take the most direct route to the approved destination. No unauthorized stops will be allowed on the way to the destination. Transportation may be by driving, if you have a valid driver's license and insurance, riding with a person who has a valid driver's license and vehicle insurance, or obtaining pre-approval from the Probation Department for other means of transportation (such walking, biking, or public transportation).
3. Participants will be required to spend a certain amount of their time at their residence each day and a minimum of one twenty-four (24) hour consecutive period at the residence each week.
4. Should a 911 emergency occur (i.e. fire or police activity which causes the participant to evacuate the residence), participant should go to the nearest telephone and call the BI office and report the situation and keep the BI office informed of the status periodically.
5. If the 911 emergency is a medical emergency (i.e. ambulance is called or participant is instructed by emergency medical personnel or hospital personnel to report immediately for treatment), participant or their designee must contact the BI office at the earliest possible time regarding the medical crisis and location of the doctor's office or hospital, etc. Participant **must** provide written documentation upon release from the facility. Status calls are required if detained more than three (3) hours.

PROGRAM RESPONSIBILITIES, continued

Accountability

Participants must fully account for all time away from the residence. Verification can be in the form of receipts, pay stubs, signed attendance slips, etc. This includes all 911 emergencies away from the residence, as well as any contacts made by police, fire, or medical services at the residence.

Absconds

Participants understands that if he/she walk away from, leave without proper authorization, fails to return to, or absconds from, the approved residence or facility, the Probation Department will be notified immediately and participant may be arrested and may be returned to custody.

Release Procedures

Prior to the release date, participants will be instructed on the procedures for their release and will be given instructions on how to disconnect the electronic monitoring equipment and when to bring the equipment to the BI Inc. office. The transmitter must remain on the participant's leg until directed to remove it by BI staff.

When instructed, participants must bring the following equipment with them to the BI facility.

1. Field Monitor Device (FMD)
2. AC Cord
3. Telephone cord
4. TAD/Soberlink Unit (if applicable)
5. Any miscellaneous cords/equipment/packing (cardboard box)
6. Any remaining fees and all documentation/verification requested or required

The above rules and regulations, terms and conditions, have been read by me or read to me. I understand them fully. I will comply with them completely. I have received a copy of them and I understand them and I agree to abide by them.

Participant Signature

Date

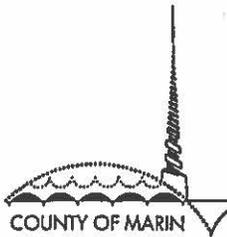
Parent or guardian Signature

Date

BI Staff Signature

Date

MARIN



PROBATION DEPARTMENT

JUVENILE SERVICES DIVISION

Forward in excellence

ALTERNATIVE DETENTION AGREEMENT



Michael D. Daly
CHIEF PROBATION OFFICER

Mariano Zamudio
CHIEF DEPUTY
PROBATION OFFICER

Kevin Lynch
DIVISION DIRECTOR

Juvenile Services Division
4 Jeannette Prandi Way
San Rafael, CA 94903-1133
415 473 6659 T
415 473 6978 F
CRS Dial 711

www.marincounty.org/prob

Youth who have been detained in Juvenile Hall may be released to one of two alternative detention programs. If a child is pending court, and the Juvenile Court Judge authorizes it, they may be released to Home Detention pending completion of the court process. If a child has been ordered to serve time in Juvenile Hall as a consequence of a violation of some kind, the Probation Department may decide to release them to the Electronic Monitoring program for all or a portion of that time. The expectation is that any child released to an alternative detention program will experience significant limitations on their liberty, and are also subject to be returned to Juvenile Hall in the event of a violation of the program conditions.

Effective Click here to enter a date, _____ has been approved to be released from custody under:

HOME DETENTION ELECTRONIC MONITORING

In order to be released, both the child and their parent/guardian must agree to the following:

- All conditions that are initialed in the attachment
- Contacting the Home Detention/Electronic Monitoring Deputy Probation Officer immediately with any changes to the schedule or changes to the contact information shown in the attachment, or with questions and concerns.

By signing below, all parties are acknowledging that these terms and conditions have been both explained and accepted:

Date

Child's Signature

Date

Parent's Signature

Date

Probation Department Staff's Signature

**ALTERNATIVE DETENTION AGREEMENT
 JUVENILE SERVICES CENTER MARIN COUNTY PROBATION DEPARTMENT**

CONTACT INFORMATION								
CHILD'S NAME					SCHOOL			
PARENT/GUARDIAN NAME					HOME PHONE			
HOME ADDRESS					ALTERNATIVE PHONE			
SCHEDULE								
Time	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Other
6:00 – 8:00 AM								
8:00-10:00 AM								
10:00- 12:00 PM								
12:00 PM – 2:00 PM								
2:00-4:00 PM								
4:00-6:00 PM								
6:00 – 8:00 PM								
8:00 – 10:00 PM								
10:00 PM – 6:00 AM								

ALTERNATIVE DETENTION AGREEMENT
 JUVENILE SERVICES CENTER MARIN COUNTY PROBATION DEPARTMENT

CONDITIONS OF RELEASE			
YES/NO	CONDITION	CHILD'S INITIALS	PARENT'S INITIALS
YES NO	Child is expected to be at home at all times, unless an approved schedule allows otherwise. Child must be available to respond to Probation Department staff at any time. Probation Department staff shall have regular contact, either by phone or in person, at the home, at school, and in the community, to verify child's compliance with conditions of release		
YES NO	Child must obey all laws, orders of the Juvenile Court, as well as reasonable and proper directions from parents/guardians and Probation Department staff		
YES NO	All people who live in the same residence of the child must be informed of the child's participation in an alternative detention program		
YES NO	There are to be no visitors to the home for the child while he/she is in the alternative detention program		
YES NO	Child is not to consume or be in possession of alcohol, cigarette or any tobacco products (including vapor) any drugs, or drug paraphernalia		
YES NO	Child will be subject to both drug testing and search and seizure. This means that Probation Department staff may require the child undergo a drug test, and/or conduct a search of the child's person and the living area in which they sleep, or have access to, including yards, cars, garages, etc... at any time and for any reason		
YES NO	Child is not to be in possession of, nor have access to, any guns, knives or weapons of any kind for any reason		
YES NO	Child must attend school with no unexcused absences or tardies. Child must also be in compliance with school rules and regulations		

*ALTERNATIVE DETENTION AGREEMENT
 JUVENILE SERVICES CENTER MARIN COUNTY PROBATION DEPARTMENT*

YES	NO	Any changes to the schedule must be approved by Probation Department staff in advance		
YES	NO	If interested in employment, the child's status in an alternative detention program must be divulged to the employer. If interested in seeking employment, Probation Department staff will approve time to do this and may require verification of contacts with employers		
YES	NO	Child's participation in religious and/or treatment activities need to be approved by the probation officer.		
YES	NO	Child will not be allowed to participate in social or entertainment activities (i.e., parties, movies, etc.)		
YES	NO	Child will not be allowed to leave Marin County unless authorized in advance either by Probation Department staff or the Juvenile Court.		
YES	NO	Child must wear a tamper-proof, non-removable transmitter on their ankle for the duration of their time in the alternative detention program. Child and/or parent/guardian will contact Probation Department staff immediately if they experience any difficulty with the transmitter		
YES	NO	If any part of the equipment is lost or damaged, family will pay for the cost to replace it		
YES	NO	Child and parent/ guardian has been instructed on the proper use of the electronic equipment		

MARIPOSA

JUVENILE ELECTRONIC MONITORING/HOME SUPERVISION AGREEMENT

1. I, _____, understand that participation in the Electronic Monitoring/Home Supervision Program is voluntary. At any time, without cause, I can be removed from the program and returned to a correctional facility to complete my sentence. This program is operated solely for the benefit of the custodial facilities. I hereby agree to comply with all municipal, county, state, and federal laws, ordinances, program rules and regulations, and orders. I further understand and agree that failure to do so will result in my removal from the program, being returned to an in-custody facility, disciplinary action, and/or possible criminal prosecution.
2. I agree to remain at my place of confinement, and/or, within the areas determined by the program staff. I must request permission 24 hours in advance of leaving the premises and must bring back any required documentation verifying these absences.
3. I understand if I am allowed to leave my place of confinement for any reason, I am to carry a copy of these regulations with me. I will go directly to, remain at, and return directly to my place of confinement. If for any reason I am delayed and cannot return to my place of confinement, I will notify the program immediately at:
(209) 966-3612 – normal business hours - Monday - Friday 8-5 p.m.
(209) 966-3615 – after hours, weekends (ask for the on-call probation officer).
(209) 742-5961 – fax number.
4. I understand if I fail to return to my place of confinement within the prescribed time, or leave home at an invalid time, I may be considered an escapee and subject to arrest.
5. If I have contact with any peace officer, I will immediately notify the officer, "I am on the Mariposa County Probation Department's Electronic Monitoring/Home Supervision Program." If I am involved in any type of police report or questioned, I will immediately inform the program staff.
6. I understand unannounced visits to my home or business is to be expected by program staff or other peace officers to verify my compliance with the program rules/regulations.
7. I also agree not to change my agreed upon transportation method without notifying the program staff.
8. If directed, I agree to continue any counseling or rehabilitation programs ordered by the courts or probation.
9. I agree to attend school as required by law and not leave the school campus, unless approval has been received in advance from program staff.
10. I agree to accept financial responsibility for any and all medical or dental expenses I may incur while participating in the program
11. I understand that any violation recorded while I am on Electronic Monitoring/Home Supervision may result in removal from the program.
12. I agree to maintain a working telephone line at my place of confinement. I further agree to answer the telephone when program staff call.
13. I acknowledge the fact that being on the Electronic Monitoring/Home Supervision Program is an alternative to confinement in Juvenile Hall.
14. I agree to wear the ankle bracelet at all times and will not remove the bracelet for any reason.
15. I agree to charge the GPS equipment twice daily for a minimum of 45 minutes each time or more often if directed.
16. I agree to report any perceived defects, damage or malfunction of the equipment immediately to my Supervisory Officer or other representative of the agency.
17. I agree to return the GPS equipment in good working order once the agency determines that it is time for me to be removed from the system.

JUVENILE ELECTRONIC MONITORING/HOME SUPERVISION AGREEMENT

18. I agree to allow any representative from the agency to inspect the equipment assigned to me at any time.
19. I agree to be responsible for the care of the equipment assigned to me. I will be held financially responsible for any malicious damage to the equipment and may be criminally prosecuted for equipment theft or vandalism.
20. I understand that all movement will be tracked and stored as an official record.
21. I will follow all established home, work, etc. rules. Deviation from my schedule and/or approved travel routes is a direct violation of the monitoring program.
22. I will not wear cowboy/cowgirl boots or any boots that cover the ankle bracelet while on Electronic/GPS Monitoring as this can impact the ability to monitor your location.
23. I will not enter areas that are defined as off limits or "exclusion zones".
24. I agree to submit to searches of my person, property, residence, and vehicle registered to myself or that I am driving at the time, at any time while participating in the program, by probation officers, program staff and any authorized peace officer of the State of California at any time of day or night without the requirement of probable cause, consent or search warrant.
25. I understand I may not possess or consume any alcohol or any illegal substance including marijuana or possess or use any drug unless prescribed by a physician, and that any violation of this will result in my removal from the program. I agree to submit to any alcohol or drug detection at my expense at the request of program staff or by any duly authorized peace officer of the State of California.
26. I agree not to own, control, or possess any firearms, ammunition, or other weapons such as knives, BB guns, air soft weapons, paintball guns, collectable weapons of any kind while on the program.
27. I will advise Probation staff if I have any dogs at my place of confinement.
28. I agree that I am not allowed to have visitors at any time, except for immediate family members (Mom, Dad, brothers, sisters), unless approved in advance by Probation staff.

By signing below, I agree that I have read and understand all rules and terms outlined above. I also agree that any violation of these rules or terms could result in disciplinary action or removal from the program.

Youth's Signature: _____

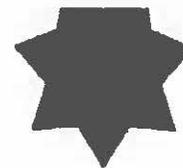
Date: _____

Parent / Guardian Signature: _____

Date: _____

MENDOCINO

MENDOCINO COUNTY JUVENILE PROBATION
ELECTRONIC MONITORING PROGRAM AGREEMENT



(Name & DOB)

12-778758
(Unit #)

GPS/Electronic Monitoring Conditions:

(Juvenile & Parent must initial each condition)

- _____ I understand, effective _____, 20__ I will be placed on GPS/Electronic Monitoring as directed by the Probation Department and/or ordered by the Juvenile Court.
- _____ I understand I will be placed on Home Supervised Release (HSR).
*HSR requires you to remain in your home at all times. Exceptions while on HSR include attending school and other activities with approval from your supervising probation officer. *
- _____ I will not enter areas which are defined as off limits and will follow established home, work, school, etc. rules. Deviation from your schedule and/or approved travel routes is a violation.
- _____ I understand I am responsible for the maintenance and security of the monitoring equipment. If the equipment is damaged or stolen due to my negligence, I will be held liable for the cost of repair or replacement of the equipment. The replacement cost for the GPS Unit is \$250.00.
- _____ I understand any damage to the equipment may result in a violation of 594(b)(2)(a) PC being charged.
- _____ I will not disconnect, move, or tamper with the GPS monitoring equipment in any manner.
- _____ I will charge my GPS monitoring equipment for a minimum of 30 minutes, twice a day. (Morning & Night)
- _____ I will allow any representative of this agency to inspect the equipment upon request.
- _____ I understand all movement will be tracked and stored as an official record.
- _____ I will respond to any and all efforts of communication by the Probation Department.
- _____ I will respond immediately to all messages that are sent to my GPS device.
- _____ I understand I am prohibited from wearing the GPS monitor device in pools, bath tubs, hot tubs, ect...
- _____ I agree to return all monitoring equipment as instructed by my Supervising Probation Officer.
- _____ I have been instructed on the correct use of the monitoring equipment and understand its use.
- _____ I will report any perceived defects, damage or malfunctions of the equipment immediately to Probation.
- _____ I understand in the event of an emergency I am to contact Mendocino County Juvenile Hall at (707) 463-6368.

WARNING!!! Violations of this agreement may result in Directive to Apprehend

I have read and understand what is expected of me and agree to follow the conditions outlined above. I also understand the above conditions are a reasonable Probation Directive and a violation of this contract constitutes a violation of probation. I further understand the amount of time I remain on this program is based on my compliance with Probation and/or Conditions of Release.

Child's Signature: _____ Date: _____
Parent's Signature: _____ Date: _____
Probation Officer's Signature: _____ Date: _____
Supervisory Officer/Printed Name: _____ Phone: _____

MERGED



PROBATION DEPARTMENT



Jeff Ketterling
Chief Probation Officer

**BEAR CREEK ACADEMY PROGRAM/ LONG TERM PROGRAM/
YOUTH TREATMENT PROGRAM/ HOME SUPERVISION
GLOBAL POSITIONING SYSTEM (GPS) CONTRACT**

MINOR'S NAME: _____

ADDRESS: _____ PHONE: _____

MINOR'S DOB: _____ MINOR'S COURT #: _____

SCHOOL: _____

As a participant on the electronic supervision program, I hereby agree to be governed by the following rules and conditions. I further agree that failure to obey all rules, conditions, or governmental laws may result in disciplinary action, new criminal charges, and removal from the program. *Read each rule/condition before initialing.*

Minor to initial after each numbered entry to indicate that you have read and understand each rule/condition; thus, acknowledging agreement.

Initial below:

- ____ 1. I agree to be inside my home at all times unless I am attending school, have a court or probation appointment, am at work, at a doctor or counseling appointment, at a religious function, or for a medical emergency. I will remain inside the home at all times and not loiter outside my property. I understand that I will provide proof of work, appointments, religious functions and emergencies. If I must leave my home for any other reason, I must first get permission from the probation officer. My parent/guardian will report leaves and returns home to the probation officer by phone at the times they occur.
- ____ 2. I agree to be inside my home no later than _____, unless prior permission has been obtained from the Probation Officer.
 - a. I understand that leaving a message is **NOT** obtaining permission.
- ____ 3. I will acknowledge all messages and respond to messages as instructed to by the Probation Officer and/or Juvenile Institutions Officer.
- ____ 4. I agree not to move, disconnect or tamper with any of the GPS equipment.

STRIVING FOR EXCELLENCE

- _____ 5. I agree to immediately notify the Iris Garrett Juvenile Justice Correctional Complex if the GPS equipment loses electrical power or if I experience any issues with the GPS equipment.
- _____ 6. I agree not to have any visitors; specifically, friends, acquaintances or significant others, except with the Probation Officer's permission.
- _____ 7. I will not leave Merced County without prior permission from my Probation Officer.
- _____ 8. I will obey all laws, school regulations and probation conditions.
- _____ 9. I will obey the reasonable orders of my parents/guardians and Probation Officer, and I will appear as directed, in the company of a parent/guardian, at all scheduled hearings.
- _____ 10. I will attend school every day and obey all school regulations. I will return home directly from school every day. I will notify my Probation Officer before 10:00 a.m. on any day that I am not in school. If I am not in school due to illness, I will remain at home all day except to attend a doctor's appointment. I will provide written documentation of said doctor's appointment to my Probation Officer. If I am suspended from school, I will remain at home all day, unless other arrangements are made with or by the Probation Officer.
- _____ 11. I will not remain away from home overnight, without prior permission from my Probation Officer.
- _____ 12. I will immediately notify my Probation Officer of any change of address or phone number.
- _____ 13. I will have no contact of any type, with individuals known to me to be wards, probationers, or drug users or sellers, ex-felons or minors on Deferred Entry of Judgment, except with the Probation Officer's permission.
- _____ 14. I will not own, possess, be in control of, consume or be under the influence of any controlled substance, including alcohol and tobacco.
- _____ 15. I will submit my person, vehicle, place of residence or any other belongings to search and seizure, without a warrant, at any time day or night, by any Probation Officer or law enforcement officer with or without probable cause.
- _____ 16. I acknowledge receipt of equipment number _____.
I understand I will be held responsible for damage, other than normal wear to the equipment. I agree to return all equipment to the Iris Garrett Juvenile Justice Correctional Complex.

- a. I understand if I do not return the equipment, or do not return it in good condition, I may be charged for replacement or repair and I agree to pay these costs. I also understand I may be subject to criminal prosecution if I fail to return or cause damage to the equipment.

Average replacement cost:	
ET-one Tracker	\$1,740.00
ET-one Beacon	\$250.00
Fiber Optic Strap	\$60.00
Charger	\$60.00

- _____ 17. I agree to abide by any inclusion/exclusion zones (restriction zones, if applicable), set by program staff. Violation of these zones will result in immediate termination from the program.
- _____ 18. I understand if I violate any above rules, disobey an order from the Probation Officer and/or Juvenile Institutions Officer, or violate section 871 (d) of the California Welfare and Institutions Code (Escape), I will be subject to a disciplinary action upon my return to custody and willfully agree to waive my right to be present at the hearing. I however, do not waive my right to appeal the findings of the hearing. Any disciplinary action take will be in addition to any criminal action taken and does not constitute double jeopardy.
- _____ 19. I agree to the use of electronic monitoring equipment and understand the necessity of charging (and docking if applicable) the monitoring equipment as agreed in the installation instructions given to me today. I will not charge the equipment while near or in water. If I do not follow these agreed instructions at any time, my program may be terminated.
- _____ 20. Other: _____
- _____ 21. Other: _____

MODOC



REDDING OFFICE
2240 Court Street
Redding, CA 96001
530-691-0800
530-691-0700

FRESNO OFFICE
5424 N. Palm Ave.
Suite 108
Fresno, CA 93704
559-500-1600

Cashel C. White
cash@plelawfirm.com

July 17, 2018

Via email: agandhi@clinical.law.berkeley.edu

Amisha Gandhi
University California Berkeley School of Law
Samuelson Law, Technology & Public Policy Clinic
353 Boalt Hall
Berkeley, CA 94720-7200

Re: C.P.R.A. Request – Electronic Monitoring of Juveniles

Dear Ms. Gandhi:

This firm represents the County of Modoc. Please accept this as the County's response to the above-referenced Public Records Act request, which was received by the County on July 9, 2018. Below is a list of your requests and a response to each of those requests.

Request #1: We are interested in the terms and conditions that the juveniles would have to consent to as being part of the EM program that are imposed by the County itself.

Response #1: The County has attached a copy of the current terms and conditions used by the Modoc County Probation Department Juvenile Division. The current terms and conditions do not address electronic monitoring of juveniles, as the County has not utilized or implemented electronic monitoring of juveniles in the past four (4) years. At this time, the County cannot speculate as to whether or not it will operate electronic monitoring of juveniles in the future, or what those terms and conditions may look like, and the Public Records Act does not require the County to produce records that may be created in the future.

The Modoc County Probation Department and Modoc County Superior Court work together to find local solutions for juveniles in lieu of placing a juvenile in juvenile hall or on electronic monitoring. The Modoc County Probation Department has found that this decision has reduced juvenile recidivism within the county. Therefore, the County has no further documents responsive to this request.

July 17, 2018
Re: Gandhi PRA Request – Electronic Monitoring
Page 2 of 2

Should you have any questions or wish to discuss this matter further, please do not hesitate to contact our office.

Yours very truly,

PRENTICE, LONG & EPPERSON, PC


Cashel C. White

Cc: Kim Wills, Chief Probation Officer, Modoc County

00012413.1

MONO



MAILING: P.O. BOX 596, BRIDGEPORT, CALIFORNIA 93517
BRIDGEPORT OFFICE: (760) 932-5570 • FAX (760) 932-5571
MAMMOTH OFFICE: (760) 924-1730 • FAX (760) 924-1731
probation@mono.ca.gov

Stan Eller
Presiding Judge
Superior Court

Dr. Karen Hanson
Chief Probation Officer

CONTINUOUS ELECTRONIC MONITORING/ALCOHOL MONITORING

I, _____, recognize that failure to abide by any of the conditions of the agreement may warrant escalation of my custody status. It is the sole discretion of Mono County Probation to determine if I have failed, and whether I will be placed in the County Jail or Juvenile Detention because of noncompliance.

I am being placed on (circle the unit that applies) Continuous Electronic Monitoring (CEM) using Global Positioning Satellite (GPS) monitoring technology used to locate my position at all times or Continuous Electronic Alcohol Monitoring technology to determine alcohol use.

(Initial)

- _____ 1. I will comply with all Court Orders, terms and conditions of probation, and instructions.
- _____ 2. I will not, nor will I allow others to, tamper with or remove the equipment, other than the representatives of the Mono County Probation Department, its designees, or law enforcement agency. Should the device(s) become damaged or inoperative, I must report it immediately to my assigned Probation Officer or designee.

- _____ 3. Damaged, destroyed, lost, or unreturned equipment may result in a violation of probation, charges being filed, and a requirement to reimburse for losses incurred.
- _____ 4. I am responsible for maintaining the battery charge of the equipment always. I will charge the device daily for one hour in the morning and one hour in the evening.
- _____ 5. I must respond to all audible tones (beeps) in a manner (_____) as specifically directed by my assigned probation officer.
- _____ 6. I understand that if I am being release from the Jail or Juvenile Hall directly on to the monitoring program that I must go directly home and remain there until contacted by the Probation Officer monitoring the Program.
- _____ 7. I understand that I am being placed on the monitoring system under the conditions set forth in this document in lieu of continued detention at the Jail or Juvenile Hall. If I refuse to comply with these conditions, I will be taken to Jail or Juvenile Hall pending further Court action.
- _____ 8. Being on monitoring means that I am not allowed to leave my home except as authorized by the Probation Officer to travel to and from school, employment, counseling, church, medical appointments or any verifiable emergency. I understand that changes in my schedule must be approved twenty-four hours in advance (with the exception of verifiable emergencies). Leaving a voice mail with the Probation Department is not permission to alter my schedule. I agree to answer any questions concerning my whereabouts. I understand that Mono County has no responsibility to provide food, clothing, medical, dental or housing to me during the period of my confinement on the monitoring system.
- _____ 9. While on the monitoring system, I must confine all animals, give free access to my residence, and respond to the doorbell, knocking, or telephone calls at any time of the day or night so that my presence may be verified by the Probation Department, by any peace officer, or by any agent designated by the Probation Department for the purpose of verifying my compliance with these conditions, as well as to verify that the monitoring devices are not being tampered with.
- _____ 10. I agree to provide my Probation Officer with my weekly schedule for the coming week no later than 5:00 PM on Wednesdays.

- _____ 11. I agree to attend school with no unexcused absences or tardies. I agree to notify my Probation Officer immediately if I do not go to school, get out early, or am suspended (juveniles only).
- _____ 12. I agree not to have any personal visitors in my home while on the monitoring program, unless approved in advance by my supervising Deputy Probation Officer.
- _____ 13. If employed, I understand that my work schedule must be verified in advance by my employer and approved by my Probation Officer. I agree to notify my Probation Officer immediately if I do not report to work as scheduled, get off work early, or am terminated.
- _____ 14. I understand that I may continue to attend counseling (including AA or NA meetings or Probation Groups) and must provide my Probation Officer with a schedule in advance of these sessions. I agree to notify my Probation Officer immediately if I do not attend a session, leave a session early, or am terminated from counseling.
- _____ 15. I understand that I may attend religious/spiritual services and must provide my Probation Officer with a schedule in advance of these services.
- _____ 16. I agree to obey all laws, directives from my Probation Officer, reasonable and proper orders by my parent(s)/guardian(s) (Juveniles only), and any orders of the Court and that all firearms are removed from my residence while participating in the Monitoring program.
- _____ 17. **(Condition only applicable for post-disposition/sentenced participants)** I will not consume or possess alcohol, illegal drugs, or prescription drugs not prescribed to me. I agree that I will submit to chemical testing in order to verify my compliance.
- _____ 18. **(Condition only applicable for post-disposition/sentenced participants)** I agree to submit my person, property, residence, and vehicle to search and seizure with or without probable cause at any time of the day or night by any peace officer.
- _____ 19. I understand that I must be under the immediate supervision of my parent(s)/guardian(s) except during authorized scheduled activities such as school, counseling, or employment (Juveniles only).
- _____ 20. I agree to use the electronic monitoring equipment to verify my compliance with the conditions of the imposed by the Probation Department and/or the Court. I agree to wear

the transmitter on my ankle twenty-four hours a day for the duration of time I am on the monitoring system. I agree to contact my Probation Officer immediately if I am aware of any problems with the equipment.

_____ 21. I understand I am responsible for the equipment for the duration of my participation. If any part of the equipment is lost or damaged due to my own or my household's negligence, I, _____ agree to pay for the repair or replacement of this equipment. I understand that tampering with the equipment will be considered a violation and may result in confinement in the jail or detainment in juvenile detention. I understand that if I intentionally damage or destroy the equipment or fail to return the equipment within eight hours after terminating the program, I may be subject to criminal prosecution.

_____ 22. I understand that I **must** charge the unit twice a day for 1 hour at a time: Once in the morning and once at night. Failure to properly charge the equipment will be considered a violation and may result in confinement in the jail or detainment in juvenile detention.

_____ 23. I have been instructed on the correct use of the monitoring equipment and understand its use.

_____ 24. I understand that all persons residing in my home must be aware of my placement on the monitoring system and that they must be aware of the program requirements.

_____ 25. I understand that if I flee, leave the county, go outside the designated area, go to a 'no access' area or cut the bracelet, it may result in a warrant being filed. I understand that this may result in criminal prosecution and/or a probation violation.

_____ 26. I have received a copy of this document and have reviewed them with my Probation Officer/Probation Aide. I understand the conditions and agree to comply with them.

Probationer _____

DPO/PA _____

Print Name _____

Print Name _____

Date _____

Date _____

Probationer

MONTEREY

**MONTEREY COUNTY PROBATION DEPARTMENT
TEMPORARY ELECTRONIC MONITORING PROGRAM AGREEMENT**

Case # _____

Youth's Name: _____

Date of Birth: _____

Name of Parents: _____

School: _____

Home Address: _____

Parent's Cell Phone: _____

Home Phone: _____

Youth's Cell Phone: _____

Offense: _____

Next Court Date: _____

Have you ever participated in this program? YES NO If yes, when? _____

The Juvenile Court Judge has permitted you to be released on the Temporary Electronic Monitoring Program in lieu of detention at the Monterey County Juvenile Hall, pending a hearing in the Juvenile Court or for completing custody time ordered by the Juvenile Court Judge at a Dispositional Hearing. This conditional release agreement requires cooperation by you and your parents or guardians and is based upon all parties signed promise to comply with the following terms and conditions.

1. You will not tamper with the electronic monitoring equipment. If it should become damaged or inoperative report this immediately by calling: (831) 784-5778.

DELIBERATE DAMAGE TO THIS EQUIPMENT WILL RESULT IN CHARGES BEING FILED, REQUIRED RESTITUTION AND COMPLETION OF TIME IN CUSTODY.

2. You will reside only at the place of residence of your Parent or Guardians, or such place as designated by the Court.
3. You will obey the reasonable directives of your Parents or Guardians, as affirmed by the T.E.M.P Probation Officer.
4. You will not have any visitors.
5. You will keep all appointments with the Probation Officer and Temporary Electronic Monitoring Staff. However, while on T.E.M.P all appointments must be cleared/approved by the T.E.M.P Probation Officer.
6. You will attend all scheduled Court Hearings.
7. You will remain on House Arrest during your participation on Temporary Electronic Monitoring Program, except for: Attending School, Attending Work, and Counseling/Church attendance.

ANY EXCEPTIONS OR CHANGES TO YOUR SCHEDULE MUST BE REQUESTED AT LEAST 48 HOURS IN ADVANCE AND APPROVED BY THE TEMPORARY ELECTRONIC MONITORING PROBATION OFFICERS.

8. You will go directly to school and attend school regularly, abide by all school rules, and return immediately to your home at the conclusion of the school day.
9. You will not associate with anyone on probation or parole.
10. You will not associate with any gang member or any person affiliated with a gang. You will not possess, wear, use or display any paraphernalia prohibited by the Probation Officer, i.e., insignia, emblem, button, badge, cap, hat, scarf, bandana, or any article of clothing associated with membership in affiliation with a gang.
11. You will submit to search and seizure of your person, property, automobile, residence, or any container under your control at any time, with or without reasonable or probable cause by any Peace Officer, without benefit of a search warrant.
12. **YOU AND YOUR FAMILY MEMBERS** are not to possess and or consume any intoxicants, alcohol, illegal drugs/substances, tobacco products, medication prescribed to others, narcotics or other controlled substances without physician's prescription.
13. There is to be no weapons, firearms, or ammunition in the household.
14. You are to submit to chemical test of blood, breath, or urine, as directed by any Temporary Electronic Monitoring Probation Officer.
15. You will obey all laws.
16. If a violation occurs, you will be taken into custody and scheduled for the next available court date.

THERE WILL BE NO EXCEPTIONS TO THE ABOVE TERMS AND CONDITIONS.

THESE TERMS AND CONDITIONS HAVE BEEN EXPLAINED TO ME AND I AGREE TO ABIDE BY THEM. IF I FAIL TO COMPLY, I UNDERSTAND THAT I WILL BE RETURNED TO JUVENILE HALL.

Youth's Signature: _____ Date: _____

AS PARENT OR GUARDIAN OF THE ABOVE YOUTH, I AGREE TO COMPLY WITH MY OBLIGATIONS AND TO NOTIFY THE PROBATION OFFICER OR TEMPORARY ELECTRONIC MONITORING PROGRAM STAFF OF ANY VIOLATIONS OF THIS CONTRACT. I ALSO AGREE TO APPEAR FOR SCHEDULED COURT HEARINGS AND APPOINTMENTS WITH THE PROBATION OFFICER. I WILL ALSO NOT LEAVE THE YOUTH FOR EXTENDED PERIODS OF TIME. THIS DOES NOT PERTAIN TO EMPLOYMENT HOURS.

Signature of Parent/Guardian: _____ Date: _____

NAPA

Napa County Probation Department

Electronic Monitoring (EM) Agreement

NAME _____ PID: _____
Address _____ Phone _____

Resides With _____ Relationship: _____

EM # Days _____ Start Date _____ End Date _____

- You will be financially responsible for any damage to the device
 - You are hereby notified that all contact and calls by the monitoring center are recorded
1. All previous orders of the Court remain in full force and effect and you must obey your Court orders.
 2. You are to abide by your daily schedule of movement provided to you by your supervising officer.
 3. You must provide in writing to the Probation Department a list of any counseling appointment, work schedules, religious obligations, and any other activity that has been APPROVED BY YOUR PROBATION OFFICER.
 4. You may not relocate, tamper with, damage, vandalize, unplug, tip or turn the monitor or remove your EM device.
 5. You must obey directives of the EM monitoring center.
 6. You understand that all movement will be tracked and stored as an official record
 7. You must strictly adhere to your Movement / Activity Schedule (attached). Deviation from your schedule or approved travel routes is a violation
 8. You will allow any representative of this agency to inspect the equipment assigned to you upon request.
 9. I will charge the device for a minimum of 1 hour every morning before 11:00am and every evening before 11:00pm.
 10. I will not submerge the device, battery or charger in water (i.e. bathtub, pool, hot tub, lake, etc.)
 11. If I damage in ANY way by submerging it in water, banging hard objects against it etc., I agree to pay for the damaged device according to the schedule shown below (line 13)
 12. I will comply with all zone restrictions set up by my supervising officer.
 13. I agree to return all equipment upon completing Electric Monitoring. I agree that I am financially responsible for each piece of equipment and will pay the following fees if lost, damaged, stolen or if I remove / destroy the equipment. Further I agree to pay these fees in the event I abscond or otherwise fail to return the device

The value of each item is as follows

GPS:	BLUtag - \$250.00	Serial #(s):	_____
SCRAM:	W Baso S2 275 NO Baso S1 575	Serial #(s):	_____
Other:	BLUbox S150 BLUhome S250	Serial #(s):	_____

14. I understand I will be prosecuted for failing to return and / or damage any of the above listed equipment and be held liable for their value

I hereby state that I understand and am willing to follow the above listed conditions of EM contract. I understand that if I violate any of the conditions of this contract, my Court orders, and / or my authorized activity and movement I may be taken into custody and placed in secure detention.

SIGNED: _____ DATE _____
(signature of probationer)

SIGNED: _____ DATE _____
(parent signature if Minor)

Officer's Signature _____ DATE _____

Probation Department telephone numbers: Adult Probation: (707) 253-4431 / Juvenile Probation: (707) 253-5361

NEVADA



NEVADA COUNTY PROBATION DEPARTMENT

MICHAEL N. ERTOLA
Chief Probation Officer

Mailing Address: 109-1/2 North Pine Street
Nevada City, California 95959-2511
Telephone: (530) 265-1200
Fax: (530) 265-6280

NEVADA COUNTY SUPERVISION DEPARTMENT

ELECTRONIC MONITORING PROGRAM

TERMS and CONDITIONS

I understand this is a Voluntary program.

1. I agree to reside at the residence located at _____ County of Nevada, California.
2. I agree to remain in the above residence as scheduled except as approved by the Probation Officer.
3. I will not change my address, phone number or means of transportation without the prior approval of the Probation Officer.
4. I agree to wear a tamperproof, non-removable bracelet 24 hours a day during the entire commitment on the electronic monitoring program.
5. I will adhere to the following instructions for wearing the Electronic Monitoring/GPS device:
 - a. Attach the charging cup by clipping it to both sides of the GPS device.
 - b. Remove the charger by gently detaching its clips from the GPS device (do not pull or tug on the electrical wire attached to the bottom of the charger).
 - c. Light on the front indicates charging, not the battery level.
 - d. Charge twice daily for 60 continuous minutes each time.
 - e. If a 60 minute charge is skipped, charge for 120 continuous minutes.
 - f. If you feel a low battery vibration (twice every 10 minutes), charge for 2.5 continuous hours.
 - g. Do not charge while sleeping or driving.
 - h. Do not submerge the GPS device in water (baths, pools, large bodies of water).
 - i. Do not force a boot over the GPS device.
 - j. A sock can be worn over and/or under the GPS device.
 - k. Do not expose to extreme temperatures (below -4F or above 131F).
 - l. Notify the Supervising Probation Officer if a medical procedure requires removal of the GPS device.
 - m. Do not press buttons on the GPS device unless instructed by the Probation Officer.
 - n. If the GPS device vibrates or beeps, contact the Probation Officer.
 - o. If the light shines or blinks when off the charger, contact the Probation Officer.

ELECTRONIC MONITORING PROGRAM

6. I agree that I will not attempt to tamper with, remove, disconnect or attempt to repair any of the electronic monitoring equipment. Furthermore, I can be held financially responsible for any loss or destruction of this equipment. The following amounts will apply:

BluTag Unit = \$500.00
Charging Coupler for BluTag= \$ 25.00

7. I agree to follow all instructions for the proper maintenance, care and utilization of all equipment used in this program.
8. I will only leave my residence for the following reasons:
- When directed to do so by emergency personnel, i.e. police, fire, paramedic, etc.
 - When an emergency situation, such as serious illness or injury, or injury to my immediate family or myself necessitates my leaving the residence.
 - In the case of (a) and (b) I will immediately, or as reasonably practical, contact and advise the Probation Officer of such incidents. I will provide written proof of any incident to the Probation Officer the next business day or as reasonably practical.
9. My schedules may only be changed with the approval of the Probation Officer.
10. I understand that it is my responsibility to advise all individuals residing in my residence of the rules and regulations of this program. All Residents of the household and I will grant admission to my home to any Peace Officer or Probation Officer at any hour day or night.
11. I agree to confine all animals if necessary to allow free access to my residence.

CHECK IF APPLICABLE

12. I will not consume or possess any alcoholic beverages, unless otherwise approved by the Probation Officer in advance. I agree to submit to chemical testing in the form of blood, breath or urine tests for the detection of alcohol upon the request of the Probation Officer or any law enforcement officer with the type of test at the discretion of said officer.
13. I agree to remove and keep alcohol out of the residence. Alcohol can be kept in the residence only if: it is kept in a locked area, inaccessible to the offender.
14. I will not consume or possess any marijuana, illegal drugs, or narcotics, unless otherwise approved by the Probation Officer in advance. I will advise the Probation Officer of any prescription drugs I am required to take. I agree to submit to chemical testing in the form of blood, breath or urine tests for the detection of drugs, upon the request of the Probation Officer or any law enforcement officer with the type of test at the discretion of said officer.
15. I agree to remove and keep firearms out of the residence. Firearms can be kept in the residence only if: they are kept in a locked gun safe, inaccessible to the offender.
16. I agree to submit my person, vehicle, or place of residence to search and seizure at any time of the day or night with or without a search warrant and with or without reasonable or probable cause by any Probation Officer or other Peace Officer.

ELECTRONIC MONITORING PROGRAM

17. I agree that the County of Nevada, its agents, and the company providing the electronic monitoring equipment are not liable for any damages incurred as a result of my wearing or tampering with the monitoring devices, and that any damages associated with my wearing or tampering with the monitoring equipment are a result of my own negligence.

18. I agree to pay an administrative fee of \$ _____ for every day on this program.

19. I agree to report any problems with the electronic monitoring equipment immediately to the Supervision Officer.

20. I agree to not have any contact with anyone else on the Electronic Monitoring program, or others known to be on Supervision, by telephone or in person.

21. I have been assigned to the following Level of monitoring:

Level I- Home Detention; I will remain at my place of residence at all times except for pre-approved events such as employment, drug/alcohol treatment, doctor's appointments, and appointments to see my probation officer and/or attorney.

Level II- Home Curfew- I will remain at my place of residence between the hours of

_____ to _____

22. Other instructions:

I understand that a failure to comply with any of the above conditions is a violation of the electronic monitoring rules and a violation of my Supervision. I understand that if I don't comply with the above rules and conditions I will be removed from the electronic monitoring program and may be taken into custody.

Signature of Applicant: _____

Signature of Supervision Officer:

Date: _____

Unit # Assigned: _____

ORANGE



Orange County Probation Department

TERMS AND CONDITIONS FOR CONTINUOUS ELECTRONIC MONITORING SUPERVISION Via GLOBAL POSITIONING SYSTEM (GPS)

Name: _____ ML# _____

Adult Probation

"Notwithstanding any other provisions of law, a county probation department may utilize continuous electronic monitoring to electronically monitor the whereabouts of persons on probation ..." 1210.7 Penal Code and/or court order.

Juvenile Probation

The use of Continuous Electronic Monitoring (CEM) and GPS technology is authorized by the Orange County Juvenile Court in conjunction with Appellate Court decisions concluding that CEM does not constitute physical confinement (In re Lorenzo L (2008)163 Cal.App 4th 1076, -- Cal.Rptr.3d). Further, In re R.V. (2009) Cal App 4th concluded that GPS monitoring is expressly authorized by statute for adult probationers (Pen. Code, § 1210.7 et seq.), as well as for registered sex offenders (Pen. Code, § 1202.8) and parolees (Pen. Code, § 3010). If GPS monitoring is a permissible condition for adult probation, a fortiori the condition is permissible for juvenile probation since broader conditions may be imposed on youths (In re Antonio R., supra, 78 Cal.App.4th 937.)

You are being placed on Continuous Electronic Monitoring using Global Positioning System technology used to locate your position at all times

- _____ 1 I will comply with all Court Orders, terms and conditions of probation, and instructions.
- _____ 2. I will not nor will I allow others to tamper with or remove the CEM equipment, other than the representatives of the Orange County Probation Department, its designees, or law enforcement agency. Should the device(s) become damaged or inoperable, I must report it immediately to my assigned Probation Officer or designee
- _____ 3. Damaged, destroyed, lost, or unreturned CEM equipment may result in a violation of probation, charges being filed, and a requirement to reimburse for losses incurred
- _____ 4 I am responsible for maintaining the battery charge of the CEM equipment at all times. I will charge the GPS device twice a day, every 12 hours, for 60 minutes each time.
- _____ 5. I must respond to all audible tones (beeps) in a manner (___) as specifically directed by my assigned Probation Officer
- _____ 6 I am directed not to enter into any restricted areas by Court Order and/or a Probation Officer.
 - 1. See attached (Amusement Park Exclusion Zones) _____
 - 2. No gang gathering areas _____
 - 3 _____
- _____ 7 Other conditions Report all police contact to your ACP DPO _____

GPS ANKLE DEVICE (BLUTAG) CARE & INSTRUCTIONS

Initial _____

- _____ 1. Attach the charging cup by clipping it to both sides of the GPS device.
- _____ 2. Light on front indicates contact with charger, not battery level.
- _____ 3. Remove the charger by gently detaching its clips from the GPS device.
- _____ 4. Charge GPS device twice a day, every 12 hours, for 60 minutes each time.
- _____ 5. Do not charge the GPS device while sleeping or operating a vehicle.
- _____ 6. GPS Device is hypallergenic and cannot overheat.
- _____ 7. A sock can be worn over and/or under the device. Do not force a boot over the tag.
- _____ 8. Do not tamper with the device (no pulling, striking, or attempt to open).
- _____ 9. Do not expose to extreme temperatures.
- _____ 10. Notify your Probation Officer if a medical procedure requires removal of the tag.
- _____ 11. You can shower; however, do not submerge GPS device in water (bath, spa, pool, lake, ocean, sauna, steam room)
- _____ 12. Do not press "status call button" unless instructed by probation department personnel.
- _____ 13. If the GPS device beeps, contact your assigned Probation Officer as directed.

PROGRAM EQUIPMENT

The CEM Equipment given to you by the Probation Department is your responsibility. If the equipment is damaged, lost, destroyed, or unreturned you may be criminally prosecuted under Section(s) 594 (Vandalism) and/or 484/488 (Petty Theft) or 487 (Grand Theft) of the California Penal Code and may be ordered to pay the following amounts:

Unit Serial #			
<input checked="" type="checkbox"/> _____	BluTag® GPS Unit		\$250.00
<input type="checkbox"/> _____	BluHome® Unit		\$150.00
<input checked="" type="checkbox"/> _____	BluBox®		\$150.00
<input checked="" type="checkbox"/> _____	Charging Device		\$25.00

I acknowledge that CEM supervision is being utilized pursuant to 1210 7 PC and/or court order to verify and monitor my whereabouts in the community. I have read, understand, and received a copy of this order. I understand that failure to comply with any of the above term(s) and condition(s) may result in my arrest for violation of probation and prosecution for violating my probation. I agree to comply with the above terms and conditions. I also acknowledge that if the GPS device or equipment is removed (cut off), damaged, destroyed or not returned, I may be charged under Section(s) 594 (Vandalism) and/or 484/488 (Petty Theft) or 487 (Grand Theft) of the California Penal Code.

Youth's Signature _____ ~~Parent (If Applicable)~~ _____

Print Name _____ Print Name _____

Date _____ Date _____

DPO/DJCOII _____

Print Name _____

Date _____

PLACER

Marshall Hopper
Chief Probation Officer

Auburn Justice Center
2929 Richardson Drive, Suite B
Auburn CA 95603
(530) 889-7900
(530) 889-7950 (Fax)



Sebastopol Justice Center
10810 Justice Center Dr. Suite 170
Sebastopol CA 95678
(916) 543-7400
(916) 543-7472 (fax)

Juvenile Detention Facility
11260 "B" Avenue
Auburn CA 95603
(530) 886-4850
(530) 886-4888 (fax)

COUNTY OF PLACER

PROBATION DEPARTMENT

ELECTRONIC MONITORING HOME DETENTION CONTRACT

Minor's Name

PIN Number

Deputy Probation Officer

Telephone

1. I, _____, have been placed on Placer County Electronic Monitoring Program. I agree to comply with all the program rules as set forth in this agreement and all other conditions of release. Failure to comply with this agreement will be a violation of the program and can result in my return to Juvenile Hall.
2. While on Home Detention, I agree to obey all laws.
3. I agree to obey orders of my Probation Officer, my parent or guardian, and follow all court orders.
4. I agree to attend school and obey all school rules (only medically excused absences will be allowed) and to stay on school grounds at all times during school hours.
5. I agree not to contact or associate with anyone disapproved of by my parents, Probation Officer, or the Court.
6. I agree not to have any visitors without permission of my Probation Officer.
7. I agree to allow the Probation Officer to enter my residence for supervision contacts, and to answer the telephone when the Probation Officer calls.
8. I agree not to use or possess alcohol, illegal drugs, firearms, or dangerous weapons.
9. I agree to wear a non-removable ankle bracelet.
10. I promise to attend all court hearings. I also understand that if I fail to appear in court, that a Bench Warrant will be issued.
11. I understand that failure to keep my equipment charged is a violation of the Program.

PPD-640-J (8/08)

PRA 0003

12. I agree to remain at my residence at all times, except for school attendance and other regularly approved activities. (You cannot automatically go with your parents or guardian.) I agree to obtain permission from my Probation officer **24 HOURS IN ADVANCE** for any special activities that are not included in my written schedule.
13. I agree not to remove or tamper with the electronic monitoring equipment, nor will I permit tampering by another person.
14. I agree to be held responsible for damage, other than normal wear, to the equipment.
15. Upon termination from the program, I (we) agree to bring all electronic monitoring equipment back to the Probation Officer. Failure to do so will result in additional fees.
16. I will submit to any chemical, blood, breath, saliva, or urine testing deemed necessary by Probation, or any other Peace Officer.
17. I will submit my person, property, residence, or vehicle to search and seizure with or without a search warrant or probable cause, at any hour of the day or night, by Probation or any other Peace Officer.
18. Parents agree to pay costs if equipment is damaged, stolen, or lost.
19. Intentional damaged or loss of equipment can result in formal misdemeanor/felony charges being filed with the court.

I understand all of the above instructions and agree to cooperate fully.

Minor's Signature

Date

Parent/Guardian Signature

Date

Deputy Probation Officer's Signature

Date

PLUMAS



County of Plumas

Department of Probation

270 County Hospital Rd. #128,

Quincy, CA 95971

Phone (530)283-6200

Fax 530-283-6165



Home Detention Electronic Monitoring Agreement

ELECTRONIC MONITORING PROGRAM RULES

I, _____, agree to abide by the written rules of the Electronic Monitoring Program and the following restrictions and conditions:

1. I understand that my residential confinement restrictions will be enforced by the use of computer technology. To ensure compliance, I 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 my home detention.
2. My parent(s) and I agree the County of Plumas, the Plumas County Probation Department, its' agents, and the company providing the equipment are not liable for any damages incurred as a result of my wearing, negligence, or tampering with the monitoring device. We understand that we will be held responsible for any damage, other than normal wear, to the equipment. If we do not return the equipment, or do not return it in good condition, we may be charged for replacement or repair of the equipment and agree to pay all costs. If we fail to do so, we are subject to felony prosecution. We agree to be solely responsible for any expenses of telephone calls and electricity that may be incurred to monitor the electronic device.
3. I agree to reside at the residence located at _____
_____. This residence has an operating telephone at the number _____. I agree to remain at the above residence at all times except at those times approved by the Probation Officer. I will not leave my residence at any other time except in case of life-threatening emergency. If I have to leave my residence on an emergency, I will first attempt to gain permission from my Probation Officer by calling 283-6200 between the hours of 8:00 a.m. and 5:00 p.m. If the Probation Department is closed, I will call the on-call Probation Officer at 927-7091 (on-call Probation Officer) or Plumas County Sheriff's Dispatch at 283-6300 to notify them. I must call within 24 hours and be prepared to furnish documentation and verify any emergency departure from my schedule.
4. I understand the purpose of the monitoring equipment, is to report my curfew compliance, I acknowledge that the loss of a receiving signal, the receipt of a tamper signal, the receipt of a signal indicating absence from the home is a Violation and physical evidence indicating the monitoring device has been tampered with or removed, shall constitute a Violation of this Agreement.
5. I understand by signing this Agreement I am expressly giving my permission to probation officers and law enforcement officers to enter my residence for the reasons set out above and for any other reason involving monitoring, inspection, verification, and enforcement of this agreement.

6. I will report to the Probation Officer at such times, places and in such manner as directed by the Probation Officer.
7. I may attend school, but may not leave campus during school hours. I will go directly to and from school and obey all school rules. My parents must deliver me to, and pick me up from school daily.
8. I shall submit my person, real property, place or residence, vehicle, or any other area under my control to search and seizure at any time, by any peace officer, without the necessity of a search warrant.
9. I will abstain from the use of all controlled substances, including alcohol.
10. I shall submit to chemical testing to determine the presence of any controlled substance in my system, including alcohol.
11. I will not change employment, school, or means of transportation without prior approval from the Probation Officer.
12. I will not entertain friends in my home while on this program. If I do so, I will be in violation of this Agreement.
13. I will be away from my home for school, employment, or other authorized reasons at the times listed in Appendix D (see attached)

My parent(s) and I have read and understand the foregoing and agree to all of the conditions. I understand that violation of these rules or any law may result in being terminated from the Home Detention Electronic Monitoring Program, and detained in a juvenile hall facility with the possibility of a subsequent petition being filed with the court. I further understand If I violation this Agreement I will not receive consideration for acceptance in this program.

Minor

Date

Parent

Date

Probation Officer

Date

RIVERSIDE

RE: Public Records Act Request Riverside

Tuesday, July 17, 2018 16:54 PDT



Probation, Public Records

PRArequests@RIVCO.ORG

to

me

Good Afternoon Ms. Gandhi,

I spoke with a couple of long-term employees including our Juvenile Services Division Assistant Director and they don't recall Riverside County Probation ever using electronic monitoring for youth. I don't know if youth are put on electronic monitoring while out on bail. That would be something to address with the courts.

My apologies for the misunderstanding about the documents you requested. I thought you wanted completed contracts for our youth clients and I was working with County Counsel on determining what was responsive and what wasn't. Attached are three documents that lists possible terms and conditions for youth and a contract with terms and conditions for youth the court assigns to informal probation for minor offenses. As with all sentencing, the court stipulates terms and conditions, Probation does the monitoring.

Let me know if you have any questions.

Thank you,

Kevin Slusarski

Public Information Officer

Riverside County Probation Dept.

PRArequests@rivco.org

(951) 955-2830

SACRAMENTO



COUNTY OF SACRAMENTO Probation Department



- ELECTRONIC MONITORING PROGRAM PARTICIPANT AGREEMENT
 HOME SUPERVISION PROGRAM PARTICIPANT AGREEMENT

Name: _____ XREF: _____
 Parent/Guardian: _____
 Address: _____
 Telephone Number: _____
 School Attending: _____
 Next Court Date: _____ Time: _____ Department: _____
 Electronic Monitoring Release Date: _____
 Home Supervision Start Date: _____ Home Supervision Release Date: _____
 Probation Officer: _____ Telephone Number: _____

1. I, NAME2, have been placed on the Electronic Monitoring and/or Home Supervision Program. I agree to comply with all the program rules set forth in this agreement, and the instructions of my probation officer. **FAILURE TO COMPLY WITH THE ELECTRONIC MONITORING AND/OR HOME SUPERVISION PROGRAM RULES MAY RESULT IN MY IMMEDIATE ARREST AND RETURN TO THE YOUTH DETENTION FACILITY AND FURTHER COURT APPEARANCES.**
2. While on **ELECTRONIC MONITORING**, I will remain inside my approved residence at all times, except for school attendance or other activities approved in advance by my probation officer. I agree to wear a non-removable ankle bracelet that I will not remove or tamper with. I will allow a monitoring device to be connected to an electrical outlet at my residence that I will not move, unplug, or tamper with. I agree to provide and maintain electrical service at my residence at my own expense. I acknowledge receipt of monitor number **MONITOR** and transmitter number **TRANSMITTER**. I understand that I will be held responsible for damage, other than wear, to the equipment. I also understand that if I do not return the equipment, or do not return it in good condition, I may be held financially responsible for replacement/repair and I agree to pay these costs. I agree to return the equipment to my probation officer upon demand.
3. While on Home Supervision, I will not, other than attending school or employment, leave my home unless accompanied by a parent or guardian and will travel immediately and directly to and from school/employment.
4. I will not violate any law of this State or the United States or an Ordinance of any City or County of this State, including curfew.
5. I agree to comply with all other conditions of my release and supervision as imposed by the Court and/or the Probation Department and will follow all reasonable directions given to me by my parent/guardian and probation officer.
6. I agree to submit my person, vehicle or place of residence to search and seizure at any time of the day or night, with or without reasonable or probable cause by any probation officer or other peace officer.
7. I agree to not use or possess alcohol or use any controlled substance, unless the controlled substance is prescribed by a licensed medical practitioner, and submit to and cooperate with urine collection as arranged and directed by the probation officer.
8. I will regularly attend school and any absence must be verified in writing by a parent/guardian or medical doctor. I will not be suspended from school for misconduct.
9. I agree not to own or possess dangerous or deadly weapons.

I understand these instructions, promise to obey them, and have received a copy.

MINOR'S SIGNATURE	DATE	PARENT'S SIGNATURE	DATE
-------------------	------	--------------------	------

SAN BENITO

COUNTY OF SAN BENITO
Office of
PROBATION DEPARTMENT
400 Monterey Street
Hollister, CA 95023
831.836.4070
FAX 831.836.5682

ELECTRONIC MONITORING PROGRAM
TERMS AND CONDITIONS

The Juvenile Court Judge has permitted you to be released on the Home Electronic Monitoring Program in lieu of detention at San Benito County Juvenile Hall, pending a hearing in the Juvenile Court or for completing custody time ordered by the Juvenile Court Judge at a Disposition Hearing. This conditional release agreement requires cooperation by you and your parent(s) or guardian(s) and is based upon all parties' signed promise to comply with the following:

I understand that my placement in the Electronic Monitoring Program is voluntary and I agree:

1. To reside at the residence located at _____, County of San Benito, California, which has an operating/non-restrictive telephone at the number (831) _____. Street address numbers need to be posted and visible from the street.
2. That the County of San Benito, its agents, and the company providing the electronic monitoring equipment are not liable for any damages incurred as a result of my wearing or tampering with the monitoring device. That the Field Monitoring Device will be kept free from water, harmful chemicals, and grease and household insects and that any damages associated with my wearing or tampering with the monitoring device are a result of my own negligence.
3. That I will not tamper with, remove, disconnect, or attempt to repair or allow anyone to tamper with or attempt to repair any electronic monitoring equipment. If it should become damaged or inoperative, report this immediately by calling the Probation Office 636-4070 x.12.
4. To report any problems with the electronic monitoring equipment that occurs after business hours or on weekends, call Juvenile Hall (636-4050).
5. That I will be held responsible for any loss, damage, or tampering that occurs to the equipment. If damage occurs, I may be removed from the program, charges filed, and restitution required.
6. To abide by all instructions of the Court, Probation Officer/Aide and representatives of the company providing the electronic monitoring equipment for the proper maintenance, care, and utilization of the equipment.

7. To remain in the above residence of your parent(s) or guardian(s), or such place as designated by the Juvenile Court, at all times, except as approved by the Probation Officer. Only exclusions to this are cases of a life-threatening emergency or when directed to do so by police, fire or medical personnel. All emergencies or incidents need to be reported immediately. The Probation Department will require verification of such events by acquiring the proper signature, date and time spent away from the residence.
8. That I and all other residents agree to grant prompt admittance and free access to my residence to the Probation Officer, Probation Aide, or enforcement officers at any hour of the day or night.
9. That my residence and all persons who reside therein must meet the approval of the Probation Officer, prior to my admission to the program.
10. That no individuals may join the household unless specifically approved in advance by the Probation Officer. Any overnight visitor(s) must also be approved.
11. That no social gatherings will be held at my residence.
12. All visitors to the home must have prior approval.
13. That I and all residents of the household agree to the following:
 - a. No illegal drugs or narcotics in the residence.
 - b. No firearms or dangerous weapons in the residence including pellet guns, B.B. guns or archery equipment.
14. To notify the Probation Officer immediately of possession or use of any medication prescribed by a physician.
15. To submit to chemical testing in the form of blood, breath, or urine tests for the detection of alcohol/drug use, upon the request of the Probation Officer/Aide or any law enforcement officer, with the type of test at the discretion of said officer.
16. To submit my person, vehicles, or place of residence to search and seizure, at any time of the day or night, with or without a search warrant, and with or without reasonable or probable cause by any Probation Officer/Aide or other peace officer.
17. That at all time, hereunder, I will uphold and obey the laws of the State of California, the United States, and the statutes and ordinances of all cities and localities wherein I reside.
18. To maintain an operating telephone line into my residence and to pay all expenses related to the telephone service.
19. That Electronic Monitoring equipment can be hooked up to my home phone and that my telephone is in good working condition. **(NO answering machines allowed). If you have call forwarding, call waiting, the internet or any other phone restrictions, these need to be removed or disconnected forty-eight (48) hours prior to starting the E.M.P.** A 115-volt electrical outlet is in good working condition

within six (6) feet of the phone outlet. Phone outlet is in good working order and phone jack securely fastened to the wall with no exposed wires.

20. That the Probation Officer/Aide and related personnel may enter my home to install, maintain and inspect all electronic monitoring equipment.
21. To be within hearing range of the telephone, at all times, while I am at my residence.
22. To not utilize my telephone for extended periods of time. All other residents of my household willingly agree to abide by this condition.
23. To hang up the telephone immediately when I hear a clicking sound by the received dialer. All other residents of my household willingly agree to abide by this condition.
24. That I cannot go beyond 100 feet of the Field Monitoring Device perimeters set by the Probation Officer or a violation will be detected that can be used as out of range/unauthorized leave is physical evidence constituting a violation of my home detention program.
25. A computer printout may be used as evidence in a court of law to prove a violation of my home detention program.
26. That the loss of a receiving signal, the receipt of a tamper signal, or the receipt of a signal indicating absence from my residence is physical evidence constituting a violation of my home detention program.
27. To inform the Electronic Monitoring Officer program staff of my whereabouts, at all times, including working hours, if work location changes.
28. That I will not cut off the ankle bracelet until the day of my program completion.
29. That on the day of my completion, I will unplug the Field Monitoring Device and return it to the Juvenile Hall on the same day.
30. You will not associate with any "Gang" member or possess, wear, use or display any gang paraphernalia prohibited by the Probation Officer (i.e. insignia, emblem, button, badge, cap, hat, scarf, bandana or any article of clothing associated with membership or affiliation with a gang.
31. To confine all animals.
32. Is there any one living in your household that has any contagious diseases? If yes please describe: _____

THESE TERMS AND CONDITIONS HAVE BEEN EXPLAINED TO ME AND I AGREE TO ABIDE BY THEM. IF I FAIL TO COMPLY, I UNDERSTAND THAT I WILL BE RETURNED TO JUVENILE HALL AND I WILL FORFEIT ALL TIME CREDITS FOR THE HOME ELECTRONIC MONITORING PROGRAM.

Applicant Signature: _____ **Date:** _____

Parent Signature: _____ **Date:** _____

EMP Officer Signature: _____ **Date:** _____

** I have inspected the Field Monitoring Device with the EMP Officer for prior damage, including vandalism or graffiti, which is listed below:

DAMAGE: _____

Initials of Officer: _____

** Upon returning the unit, I have inspected the Field Monitoring Device with the EMP Officer for damage, including vandalism or graffiti which is listed below:

DAMAGE: _____

Initials of Officer: _____

SAN BERNARDINO

HOUSE ARREST CONTRACT - RULES

Minor's Name: _____ School: _____ Attending Yes No
 PIN: _____ DOB: _____ Parents' Name: _____
 JNET# _____ J# _____ Home Phone: _____
 Next Court Date: _____ Dept: _____
 Home Address: _____

YOU MUST APPEAR AT THE FOLLOWING COURT

- San Bernardino Juvenile Court 909 E. Gilbert St., Bldg 35, San Bernardino
- Victorville Juvenile Court, 14455 Civic Dr., Victorville

Pursuant to Section 840 of the California Welfare and Institutions Code, you are being placed in a House Arrest Program. This agreement requires cooperation by you and your parents or guardians and is based upon your signed promise to comply with the following House Arrest Rules

1. You shall obey all laws.
2. You will attend all scheduled Court Hearings.
3. You will keep all appointments, cooperate with the Probation Officer and follow all House Arrest/GPS Program rules.
4. You shall obey parents/guardians and responsible adults.
5. You are not to leave your place of residence or have visitors without prior approval of the House Arrest Officer.
6. You shall attend school regularly, abide by all school rules, and immediately return home after school.
7. You shall be placed on Electronic/ GPS Monitoring. Do not remove/ tamper with electronic ankle monitor.
8. You may be required to attend counseling and / or participate in community service.
9. Submit to a search of your person, automobile, or place of residence without the necessity of a search warrant at the direction of any peace officer.
10. Do not possess any dangerous or deadly weapons.
11. Do not use or possess any alcohol or controlled substances.
12. Submit to a controlled substance test at the direction of the Probation Officer.
13. Do not associate or communicate with co-participant(s):
14. You shall have no contact with the victim and you will stay 100 feet from the victim's residence.
15. You shall not alter your appearance including but not limited to a haircut, shave, tattoo, or piercing without court approval.
16. If you are of driving age and have a valid California Driver's License, do not operate a motorized vehicle while charging GPS equipment.
- 17.

Any exceptions to the above terms and conditions must have the prior approval of the House Arrest Program Probation Officer.

HAF Contact Monday – Friday 8:00 AM to 5:00 PM only Select location

Emergency Only - HAF contact after 5pm and on weekends, (909) 841-1368

These House Arrest Rules have been explained to me and I agree to abide by them. If I fail to comply, I understand that I will be returned to the Juvenile Detention and Assessment Center.

Minor's Signature _____

Date _____

As parent or guardian of the above-named minor, I agree to comply with my obligations and to notify the House Arrest Program Officer of any violation of this contract. I agree to be responsible to any loss or damage to any GPS equipment. I also agree to appear for scheduled Court Hearings and appointments with the Probation Officer and the House Arrest Program Officer.

Parent/Guardian's Signature _____

Date _____

Initiating Officer: Print _____

Sign _____

Date _____

REV. 03/09/2017 DMZ



Name: _____

Case #: _____

INSTRUCTIONS AND AGREEMENT FOR GPS MONITORING EQUIPMENT

_____ I acknowledge that an ankle GPS tracking device will be placed on my ankle.

_____ I acknowledge that I will not tamper with the GPS tracking device and I am responsible for returning all equipment in good condition.

_____ I acknowledge that I will not take more than a thirty (30) minute shower. I WILL NOT SUBMERGE THE DEVICE IN WATER (i.e. baths, hot tubs, or swimming is prohibited)

_____ I acknowledge that I must maintain electric service in my residence and utilize this service to charge the GPS tracking device.

_____ I acknowledge that I must place the GPS tracking device on the charger for one (1) consecutive hour at night and one (1) consecutive hour each morning. I will not charge the device while sleeping because it will damage the device due to overcharging.

_____ I acknowledge that I understand how to connect and disconnect the charging device.

By signing this document, I declare that I have read all of the rules and regulations. I have personally placed my initials on each line of this agreement next to each term and condition, indicating that I fully understand each term and condition. These instructions were provided to me in an orientation by a technician and I have no additional program questions.

Signature: _____

Date: _____

SAN DIEGO



County of San Diego

THOMAS E. MONTGOMERY
COUNTY COUNSEL

OFFICE OF COUNTY COUNSEL
1800 PACIFIC HIGHWAY, ROOM 355, SAN DIEGO, CA 92101
(619) 531-4800 Fax (619) 531-6005

DANA B MAIER
SENIOR DEPUTY COUNTY COUNSEL
Direct Dial: (619) 531-8119
E-Mail: DANA.MAIER@sdcounty.ca.gov

June 20, 2018

Catherine Crump
University of California, Berkeley
School of Law
353 Boalt Hall
Berkeley, CA 94720-7200

RE: Probationer Contracts Public Records Act Request

Dear Ms. Crump:

The County of San Diego ("County") Probation Department is in receipt of your Public Records Act Request regarding juvenile probationer contracts with the County. Pursuant to Government Code section 6253(c), this is the County's initial ten day response to your request.

The County does not enter into contracts with juvenile probationers regarding the terms and conditions that govern the youth's conduct while on probation, whether they are on electronic monitoring or not. These terms and conditions are established by the court via court order. The only contract we have with youth that is responsive to your request is the enclosed blank Notification/Request for Home Supervision form for youth who are put on home supervision without a court hearing.

To the extent your request seeks individual court orders and Notification/Request for Home Supervision forms, these records are exempt pursuant to Government Code section 6254(k) incorporating Welfare and Institutions Code section 827. As determined in the case of *Wescott v. Yuba County* (1980) 104 Cal.App.3d 103, 106, the Court specifically found that section 827 of the Welfare and Institutions Code is controlling over the public records act to the extent of any conflict. As such, records contained in the juvenile probation files are not subject to the public records act. Further, the Court also cited to the case of *T.N.G. v. Superior Court* (1971) 4 Cal.3d 767 regarding the scope of

June 20, 2018

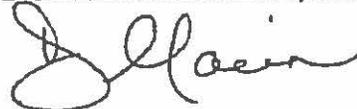
section 827's confidentiality requirement which determined it also included police reports pertaining to minors who were not involved in juvenile court proceedings but had never been temporarily detained. The court went on to find a very broad definition of those records covered by 827 and found that 827 was written very broadly to include probation records. In fact, Welfare and Institutions Code section 827(e) provides "[f]or purposes of this section a 'juvenile case file' means a petition filed in any juvenile court proceeding, reports of the probation officer, and all other documents filed in that case or made available to the probation officer in making his or her report, or to the judge, referee, or other hearing officer, and thereafter retained by the probation officer, judge, referee, or other hearing officer." Accordingly, these requests clearly fall within juvenile case files information and are only available through a request directly to the court.

Should you have any questions regarding this request please contact the undersigned.

Very truly yours,

THOMAS E. MONTGOMERY, County Counsel

By



Dana B. Maier, Senior Deputy

Enclosure

DBM
66-00850

San Diego County Probation Department Inter Office Communication

NOTIFICATION / REQUEST FOR HOME SUPERVISION

TO: HOME SUPERVISION

FROM: _____ PROGRAM: _____ DATE: _____

MINOR: _____ ID# _____

ADDRESS: _____
_____ PHONE# _____

Check which type: Cell / Landline

PARENT / GUARDIAN: _____ NOTIFIED: YES / NO

SUPERVISOR: _____ NOTIFIED: YES / NO

SCHOOL: _____ SCHEDULE: _____

COUNSELING / TREATMENT: _____ SCHEDULE: _____

ESP*: YES / NO

START DATE: _____ END DATE: _____ BC MAX DATE (IF APPLIES): _____

REASON FOR HOME SUPERVISION: _____

COMMENTS / NOTES: _____

HOME SUPERVISION CONDITIONS

1. The minor shall:

- Not leave the County of San Diego without permission from the Court or Probation Officer.
- Not leave the residence unless in the company of a parent or court named guardian.
- Not violate any probation conditions.
- Appear at all appointments with the Probation Officer.
- Be confined within the residence. (May not be alone outside the residence)
- Attend school and not be late, not have unexcused absences or suspensions.
- Attend all court or probation ordered programs.
- Remain home if more than three consecutive days go by without contact by a Home Supervision officer. The minor may attend school, court ordered programs, or employment.
- Be responsible for reporting all movement away from the residence. Movement must be reported to Home Supervision according to the following:
 - When leaving the residence with the minor, the parent reports the movement to Home Supervision. Speak slowly. Identify yourself, say the minor's first and last name, and leave an estimated return time.
 - When arriving home, the minor reports the return home. Slowly say your first and last name and report that you are home.
 - School and court or probation ordered programs: The minor reports going to and from these activities. Slowly say your first and last name and report what time you are going to be returning.
- Not have communication with anyone other than family, attorney, or probation. Communication includes but is not limited to:
 - In person, by telephone and social media: Facebook, Instagram, Twitter, etc.
 - Exceptions to communication restrictions are while at school, programs, or employment.

2. The minor may obtain employment with prior approval by the Court or Probation Officer.

3. OTHER: _____

MINOR'S SIGNATURE: _____ DATE: _____

Failure to comply with any of the above conditions may result in the minor being taken into custody.

No fees will be charged for Home Supervision services.

RECOMMENDATION:

1. HS016 Upon completion of the commitment, the minor is placed with his/her <relation to minor><name><address><state><zip> on condition the minor complete < > days on home supervision, as directed by the probation officer.
2. HS015 Minor is placed with <relation to minor> <name><address> <city> <state> <zip> on condition the minor complete < > days on Home Supervision as directed by the Probation Officer.
3. HS025 Minor is placed with <relation to minor><name> <address> <city> <state> <zip> on condition the minor complete < > days on House Arrest-Electronic Surveillance Program as directed by the Probation Officer. Minor/parent is required to pay all costs associated with the Electronic Surveillance Program.
4. HS038 The parent(s)/guardian(s) are responsible for any damage, defacement or loss of electronic surveillance equipment. The parent(s)/guardian(s) will be billed for reimbursement costs of damaged, defaced or lost equipment. Replacement of the monitor, transmitter, power cord, and phone cord is \$ < >. The monitor alone is \$ < >, the transmitter alone is \$ < >, the power cord alone is \$ < > and the phone cord alone is \$ < >. The parent/guardian must sign a contract acknowledging this when the minor is placed on the Electronic Surveillance Program.
5. HS020 The minor shall appear at all interviews with the Probation Officer and will not leave the County of San Diego without the permission of the Probation Officer. The minor shall not commit any crimes. The minor shall be under house arrest and cannot leave his/her home unless otherwise authorized by the court.
6. HS095 Minor is to have no contact with co-participant(s) <name>.
7. HS105 Minor is to have no contact with victim(s) <name>.
8. HS110 Minor is to attend work at <name> <address>.
9. HS120 Minor cannot leave his/her home except <information>.
10. HS131 Failure to comply with any of the above conditions may result in the minor being taken into custody and returned to Court for review at a detention hearing. The Probation Officer shall have access to the minor and the minor's school attendance records at all times.
11. HS150 Minor's home supervision conditions are modified as follows: <list>

12. HS999 The minor is ordered to remain under home supervision.
13. HS030 There are no exceptions to house arrest, the minor cannot leave his/her home.
14. HS040 The minor cannot leave home unless accompanied by a parent or guardian.
15. HS050 The minor cannot leave his/her home except to attend school <at name of school>; have no unexcused absences or tardies and not be suspended.
16. HS060 Minor is to attend counseling at <name>.
17. HS070 Minor is to have no visitors at his/her home.
18. HS075 Minor may have no visitors in his/her home other than family members.
19. HS080 Minor may use the telephone only to call the Home Supervision Office.
20. HS085 Minor is not permitted to use the telephone except <condition>.

SAN FRANCISCO



SCRAM of California GPS Program Participant Agreement

Participant Name: _____

Agency: _____

Agent Name: _____

Date Placed on Program: _____

I, _____, have been placed in the SCRAM GPS Program. As a condition of participating in the program, I agree to comply with the program requirements set forth in this agreement and to strictly follow the instructions of my Case Manager or Agent. I understand that any failure to comply with this agreement, or the instructions provided by my case manager or agent, will be considered a violation of my supervision and may result in adverse legal consequences.

As a condition of my participation in the program, I agree to properly use the SCRAM GPS device provided to me by my Case Manager or Agent. In that regard, I will wear the SCRAM GPS bracelet on my ankle for the duration of the program. I understand the SCRAM GPS bracelet will TRACK and RECORD my location continuously. The SCRAM GPS device contains systems designed to detect interference or TAMPERING, and will transmit a tampering alert to the client management system. When maintenance is required I agree to report to the SCRAM office within 48 hours of being notified by my case manager of agent.

I Acknowledge Receipt of the Following:

SCRAM GPS Bracelet Number: _____

Initial Here: _____

1 Power Cord (Charger)

I understand that I am required to pay the daily fee for my SCRAM GPS monitoring. I agree to pay the following fee per day on a schedule set forth in a separate payment agreement, and will submit payments as directed by my Case Manager or Agent:

Daily Monitoring Fee (DMF): \$ _____

Initial Here: _____

Service Fee: \$ _____

An additional service fee will be assessed if a new bracelet is required as a result of a cut strap, submergence, or intentional damage to bracelet components. I understand that I will be responsible for damage, other than normal wear, to the SCRAM GPS bracelet. I also understand that if I do not return the equipment in good working condition, I will be charged for the repair or replacement of the equipment as follows:

Full Replacement of the SCRAM GPS Bracelet:	\$2,000.00	
Straps Replacement:	\$175.00	
Back Plate:	\$35.00	
Power Cord (Charger):	\$35.00	

Initial Here: _____



SCRAM of California GPS Program Participant Agreement

While participating in the SCRAM GPS program, I agree to wear a non-removable GPS bracelet that will be attached by my Case Manager or Agent. I agree to not remove, tamper, or place any obstruction material on or around the SCRAM GPS bracelet.

Warning: If I experience a burning sensation, rash on my skin or any other apparent health risk from the bracelet, I will contact my Case Manager or Agent immediately. If I must remove the SCRAM GPS bracelet for health risks, I will cut the bracelet strap. Only in an **EMERGENCY**, or with prior authorization of my case manager or agent, will I remove the SCRAM GPS bracelet.

I understand my Case Manager or Agent will use telephone calls, e-mails, text messages, the SCRAM GPS bracelet, and personal visits to monitor my compliance with this agreement. Therefore, when I am at home, I agree to promptly answer my telephone or door. I further understand and agree that all calls from my case manager or agent to my residence may be recorded.

Additionally, I understand that as a participant in the program I am to abide by my electronic monitoring schedule, and avoid restricted areas as described below:

Initial Here: Electronic Monitoring Schedule

I understand that I must reside at the address provided on the Client Intake Form unless the court authorizes an address change. I also understand that I must adhere to my electronic monitoring schedule set forth by the court, supervising agency, or my Case Manager or Agent. If I am to only be tracked while on the program, I understand that I must keep a log of my movement and submit copies of these logs to the SCRAM office on a weekly basis.

Initial Here: Exclusion Zones

I understand that the court has restricted me from traveling into a specific location(s). I understand, and I am familiar with, the boundaries of the area(s) that I am forbidden from entering. I am not to physically enter the area(s) designated as an exclusion zone on the court order. Such action will result in adverse legal consequences.

Initial Here: Tampering

I understand that I am not to remove, tamper, or place any obstruction material on or around my SCRAM GPS bracelet. Such action may result in adverse legal consequences.

Initial Here: Swimming and Bathing

I understand that I am not to submerge the SCRAM GPS bracelet in water. Showers are the only permitted bathing method. I understand that if I submerge the SCRAM GPS bracelet in water it will be treated as an 'attempt to defeat' the technology, and will be handled as a tamper or obstruction. I will be held liable for any damages caused to the SCRAM GPS bracelet.



SCRAM of California GPS Program Participant Agreement

Initial Here: Personal Hygiene

I agree to thoroughly clean the area around, and in between, the bracelet with soap and water when showering. I will thoroughly rinse with clean water and dry underneath, and between, the SCRAM GPS bracelet. Failure to rinse away all of the soap and dry the area around the bracelet may result in a mild skin rash.

Initial Here: Current Health Status or Pre-Existing Medical Conditions

I agree to reveal my current health status to my Case Manager or Agent, and will notify them of any pre-existing medical conditions I am aware of such as pregnancy, diabetes or any type of skin disorder or condition.

Initial Here: Charging Requirements

I understand that I am required to charge my SCRAM GPS bracelet for 3 hours each day. I will charge the device for 1 ½ hours in the morning, and 1 ½ hours in the evening. I understand that if I allow the bracelet to lose power it may result in immediate adverse legal action to be taken against me.

I acknowledge that I have received a copy of this agreement and that it has been explained to me before signing. I understand that I must comply with the requirements of this agreement until notified otherwise by my Case Manager or Agent. I agree to call my case manager of agent immediately if I have any questions about this agreement, or if I experience any problems with the SCRAM GPS bracelet. I further understand that any violations of this agreement will constitute a violation of the program and may cause immediate adverse legal action to be taken against me.

SCRAM Participant Signature

Date

SCRAM Representative Signature

Title

Date

SAN JOAQUIN

Attachment A
 San Joaquin County Probation Department
 Electronic Monitoring Program (GPS)

C.S.S.P.O.: _____
 Telephone #: _____

TERMS AND CONDITIONS

(Initial) I understand that my placement in the Home Detention Program is court ordered and I agree:

- _____ 1) To reside at the residence located at (address) _____ (city) _____ (zip) _____, California, County of San Joaquin, which has an operating number (209) _____.
- _____ 2) To remain at the above residence at all times, except as approved by my CSS officer, and to report all emergencies or incidents immediately. Written documentation will be provided, including the date, time, and where I go when out of the home. Any legitimate appointment must be approved by P.O. 48 hours in advance.
- _____ 3) I understand that I am being placed on GPS in order to verify and monitor my compliance with the court orders and the terms and conditions of any probation.
- _____ 4) To wear a tamper-proof, non-removable ankle bracelet 24 hours a day during the entire commitment to home detention. You are to report any problems with the GPS equipment.
- _____ 5) That the loss of receiving signals, the receipt of a tamper signal, or the receipt of a signal indicating absence from my residence is evidence of a violation of my home detention program. (A computer printout may be used in Court as physical evidence of an Electronic Monitoring violation.)
- _____ 6) I understand that it is my responsibility to contact the Probation Department if I lose power or have any equipment issues.
- _____ 7) I understand that I must charge the device a minimum of two (2) hours per day.
- _____ 8) That I will be held financially responsible and legally liable for any damage to, or loss of, the equipment. (The ankle transmitter is valued at \$562.62 and the battery charger at \$20.00).
- _____ 9) That I and other residents agree to grant admittance to my residence to the EMP officer or other law enforcement at any hour of the day or night. To submit my person, vehicle, or place of residence to search and seizure at any time of the day or night, with or without a probable cause and with or without a search warrant, by any EMP officer or other peace officer. Confine all animals to allow free access to residence by law enforcement/EMP officer.
- _____ 10) Not to use or possess controlled substances not prescribed by a physician. (No street drugs or alcohol.)
- _____ 11) Not to associate with persons deemed undesirable by the EMP officer or my parent/guardian. Not to associate with known or suspected gang members.
- _____ 12) To attend school regularly (truancies and/or suspensions are violations) and report any problems at school to EMP officer immediately.
- _____ 13) To abide by all instructions of the Court, EMP officer, and/or probation officer. You are to appear as directed by P.O. You are to report any and all law enforcement contacts.
- _____ 14) In the event you receive the following violation alert, you must address it through the action listed: Vibrations -- The device will vibrate when there is a low battery alarm. Charge the device immediately.
- _____ 15) I understand that I must comply with any message or directive that is sent as an instruction through the device.
- _____ 15) That I hold harmless and indemnify the County, its officers, agents and employees, and the company providing the electronic monitoring equipment from any and all claims, costs, and/or damages that may result from wearing the monitoring device or tampering with the monitoring device.
- _____ 17) To physically return all equipment to Juvenile Detention at the completion of the EMP program, or on demand of an EMP officer.

I have reviewed, and agree to follow, the above terms and conditions of the Home Detention and Electronic Monitoring Program. I also understand that failure to comply with any of the above conditions may result in my immediate return to Juvenile Detention custody and further Court action.

DEVICE: _____

This equipment is the property of San Joaquin County. It is expensive equipment for which we have legal and financial responsibility during the term of my placement on the Electronic Monitoring Program. I (we) promise to protect and take care of this property. I will report problems with, or damage to, the equipment to the Electronic Monitoring staff immediately upon detection. I (we) promise to reimburse for any damage to the equipment. If I do not return the equipment intact to the EMP program upon demand, or upon reaching the end of the program participation (whichever comes first), I realize that I may be charged with Felony Theft.

The following guidelines will be implemented and enforced by all CSS Probation Assistants and Juvenile Probation Officers when dealing with minors who are released on EMP.

1. Minors may continue to work (if already employed) but will not be allowed to look for employment while on EMP.
2. Minors may attend church (with parents) only if he/she has not or is not violating EMP rules, and only after being on EMP for two (2) weeks with good behavior.
3. Minors may not do yard work, go shopping, pick up siblings from school or leave with their parents because they are unable to stay at home alone.
4. All previously planned vacation is to be approved by the Judge prior to being assigned to EMP.

I, the minor, and we, the parent(s) agree to all of the conditions of the Program.

Signature of Participant _____ Date _____ Signature of Parent/Legal Guardian _____ Date _____

Printed Name of Participant _____

Signature of Staff _____ Date _____

Dist: White - Juvenile Probation Yellow - Parent/Minor

Juv. Hall 45 (09/16)

SAN LUIS OBISPO

Address:

Phone:

Signature of DPO:

Date:

SAN MATEO



**PROBATION DEPARTMENT
COUNTY OF SAN MATEO**

ELECTRONIC MONITORING AGREEMENT

IN THE MATTER OF: _____

JCMS #: _____

COURT #: _____

_____ **Pre Adjudicated**

_____ **Post Adjudicated**

The Court has authorized the above named Minor released from Juvenile Hall to the Electronic Monitoring Program pursuant to Section 628.1 of the Welfare and Institutions Code under the following conditions.

THE MINOR SHALL:

Remain at home at all times except to attend school, counseling or church. The Minor must advise EMP staff of his/her schedule and shall not deviate from that schedule without prior approval from EMP staff. The Minor is **not** allowed to be employed during the term of his/her detention on Electronic Monitoring. Any unscheduled leave could result in the revocation of Electronic Monitoring.

1. The Minor shall appear for the Court hearing on _____ and all subsequent hearings.
2. The Minor shall **OBEY ALL LAWS.**
3. The Minor shall follow the reasonable and proper directives and instructions of the Probation Officer, parent/guardian and school personnel, and shall report/ surrender to the Probation Officer as directed.
4. The Minor shall attend school without unexcused absences or tardiness and shall behave while in school. The Minor is to go directly home from school, and the Minor may not participate in any extracurricular school activities or sports while on Electronic Monitoring.
5. The Minor and parents/guardian agree not to allow friends in the home during the term of his/her detention on Electronic Monitoring.
6. The Minor is to surrender his/her cell phone to the parent/guardian during the term of his/her detention on Electronic Monitoring.
7. The Minor is not to use or possess, or be under the influence of any alcoholic beverages, controlled substances, or tobacco.
8. The Minor shall submit to chemical testing as directed.
9. The Minor shall submit to search and seizure of his/her person, place of residence, vehicle or any area under his/her control by any Probation or Peace Officer, at any time with or without a search warrant and without regard to reasonable or probable cause.
10. The Minor shall not possess any weapons.
11. The Minor must provide written verification of all scheduled and emergency medical leaves as directed.

12. The Minor is not to associate with or have contact with

13. The Minor is to attend counseling or programming as directed by the probation officer.

14. The Minor shall follow all prior Court orders not in conflict with the EMP agreement.

Failure to follow any of these conditions may result in the Minor's return to the Juvenile Hall, pending Court review.

I understand the conditions of my release and I agree to follow them.

MINOR: _____ Date: _____

THE PARENTS/GUARDIAN AGREES TO:

Cooperate with probation staff and report any violation by the Minor to probation staff.
Pay all applicable fees relating to the Electronic Monitoring Program:

Assessed fee \$ _____ per day (to be paid two (2) weeks in advance)

Pay for EMP equipment damaged or not returned to the San Mateo County Probation Department.

Equipment cost:

Strap = \$20.00 Transmitter = \$632.00 Monitor = \$1500.00

I understand that if my child is terminated from the program, I will forfeit my payment.

I understand the conditions of my child's release and I agree to follow them.

PARENT/GUARDIAN: _____ Date: _____

Address: _____ Phone _____

Work # _____ Cell _____

School _____

PROBATION OFFICER: _____ Date: _____

Electronic Monitoring/Home Supervision/House Arrest Office: (650) 312-5252
San Mateo County Probation Department-Main Number: (650) 312-8816
Hillcrest Juvenile Hall Admissions: (650) 312-5200
Toll Free Number: (800) 310-8816

SANTA BARBARA



SANTA BARBARA COUNTY PROBATION DEPARTMENT GLOBAL POSITIONING SATELLITE (GPS) PROGRAM GENERAL INSTRUCTIONS AND RESPONSIBILITIES

While on GPS, you must comply with the following equipment instructions and requirements as well as your standard probation terms and conditions. Failure to do so could result in your removal from GPS and return to court for a violation of probation.

1. You will not remove or tamper with any Global Positioning Satellite (GPS) equipment assigned to you. Equipment removal or tampering will result in immediate removal from GPS and it is likely you will be arrested.
2. You will immediately respond to any audible or other alert sent to your equipment. Failure to respond will result in a violation.
3. You must charge the monitoring device via standard household electrical current two (2) times per day, approximately 12 hours apart. Each charging session must be a minimum of 30 minutes. Failure to adhere to the charging requirements will result in a violation of GPS.
4. You are responsible for any GPS equipment assigned to you. You will be held financially and legally responsible for all damages resulting from your misuse, abuse, or theft of the equipment (currently \$500.00). You must immediately advise your Probation Officer of any damage to the equipment.
5. Under no condition are you to drive or sleep while charging your device. Doing so will result in a violation.
6. You are required to provide the correct address of your residence, work, treatment program, school, etc.
7. You are not allowed to leave the County of Santa Barbara without specific permission of your Probation Officer.
8. You may shower normally. However, the GPS device is **not** water proof. You may **not** submerge it in water such as baths, pools, hot tubs, or the ocean.
9. You may be assigned an inclusion/exclusion zone depending on your probation terms and conditions or special requirements. Failure to comply with these zones will result in your immediate removal from GPS and return to court for a violation of probation.
10. You must advise your Probation Officer of any pending medical appointments which might require the removal of your GPS device. You will follow the directions of your Probation Officer regarding removal of the device for medical treatment.
11. Electricity must be operational at all times at your residence. Notify your Probation Officer immediately if a verifiable power company service outage interferes with the charging of the GPS unit, and follow the Probation Officer's instructions.
12. Once you start GPS, changes can only be made by your Probation Officer and **arrangements must be made in advance.**

13. You will comply with the GPS Case Milestones to expedite your successful removal and return to standard probation supervision.
14. You have a _____ p.m. to _____ a.m. curfew, seven days a week. Exception or deviations to the curfew must be approved by your Probation Officer in advance.
15. You acknowledge that while on GPS, all of your movements will be electronically tracked, and the data collected will be stored as an official document. Additionally, information collected may be shared with other law enforcement agencies.

I have read, or had read to me, the above GPS requirements and equipment instructions. I fully understand what is expected of me and the possible consequences of any failure to comply. I understand that successful compliance with GPS and the case milestones will result in my return to standard probation supervision at the earliest time. However, non-compliance can result in additional consequences, as well as continued GPS.

Probationer's Signature

Date

Probation Officer Signature

Date

Parent/Guardian Signature

Date

SANTA CLARA



Santa Clara County Probation Department
840 Guadalupe Parkway
San Jose, Ca 95110



Electronic Monitoring and Community Release Program Contract

PLEASE PRINT

Name:	DOB:	File#:
Address:	Referral Date:	Male / Female
City / Zip:	Home:	Cell:
Youth lives with(print name):	Relationship:	
Alternate address-Parent/Guardian:	Probation Officer:	
Address:	Office Number:	
City / Zip:	Assigned Unit:	

You have been placed under the supervision of the EMP/CRP program by:

<input type="checkbox"/> the court, pending your scheduled court hearing on: _____ 20__, at ____am/pm in Department: _____	<input type="checkbox"/> the Probation Officer pending further action, and agree to appear before the assigned Probation Officer in this matter at the place, date and time as notified.
--	--

Rules of Supervision

The following conditions have been read and explained to me and I agree to abide by them:
You will be expected to conduct yourself in a manner consistent with general, overall good citizenship. Accordingly, it is required that you live within the general and special conditions of supervision which are listed below. If you fail to abide by these conditions, it may become necessary for you to return to the custody of the Juvenile Hall pending final disposition of the case.

General Conditions

- Obey the laws of Federal, State, Local Government, VTA and School
- Attending school regularly, without tardies or unexcused absences
- Make a reasonable attempt to keep employed if you are excused from school
- Be in your place of residence and remain therein when not in school or other approved location
- Obey all lawful orders of your parents/guardians, Probation Officer and EMP/CRP Officer
- Avoid all companionships and places which may lead you into trouble or which are not approved by your parents/guardian or EMP/CRP Officer
- Notify your Probation Officer or EMP/CRP Officer prior to any change of address
- Parent or Legal Guardian: I agree to cooperate with the EMP/CRP Officer toward assisting my child to abide by the rules of supervision. _____ (Initials)

Special Conditions

You will participate in services/ programs as directed by the Probation Officer and or EMP/CRP Officer
You will submit to Search and Seizure by any Peace Officer at any time
You will submit to chemical testing by any Peace Officer at any time. Substance:
You will have no contact with co-participant(s) and / or victim(s) as named:
You will not commit any new law violation or breach of contract
You will avoid any unauthorized leave from home
You will participate in cognitive behavioral treatment _____ times a week
You will participate in TASC (Teaching Adolescents Skill in the Community
Other:

___ EMP ___ Level
___ CRP

Youth's Signature: _____

Parent / Guardian's Signature: _____

Probation Officer / EMP/CRP Officer / OD: _____

Electronic Monitoring (EMP) & Community Release (CRP) Programs

General Rules

The Electronic Monitoring and Community Release Programs (EMP/CRP) are court ordered alternatives to being housed in Juvenile Hall. Although you will be living at home with your parent/guardian supervising you, restrictions have been placed on the activities (and outings) you are allowed to do. The willing cooperation by **both** you and your parent/guardian are required to **successfully** complete this program. If either you or your parent/guardian do not agree to **all** of the conditions listed below you will not be placed on either program.

I _____ understand that my failure to follow the conditions listed below will result in my failure from the program and placement into Juvenile Hall. The EMP/CRP Officer has the sole discretion to determine when I've failed.

- 1.** I understand that I am not to leave Santa Clara County without prior approval from **both** my Deputy Probation Officer and assigned EMP/CRP Officer. If I have a "court order" permitting me to leave Santa Clara County (with my parent/guardian) I will ensure that my EMP/CRP Officer is notified 48 hours in advance.
- 2.** I understand that I am required to allow any "sworn" peace officer (EMP/CRP Officers and Probation Officers) from the Probation Department into my home to assure I'm following the program rules and the conditions of my probation. This also includes (*but is not limited to*) Police Officers and Sheriffs Deputies.
- 3.** I will submit my person, property, residence and vehicle to search and seizure by any "sworn" peace/police officer at any time. This includes (*but is not limited to*) EMP/CRP Officers, Probation Officers, Police Officers and Sheriffs Deputies.
- 4.** I will not use illegal drugs or alcohol and will submit to regular urine analysis testing. My failure to provide a legitimate urine test sample **within a reasonable amount of time** will be considered a **refusal** by me to provide a urine test sample. The assigned EMP/CRP Officer has the discretion to consider this refusal as grounds for my failure from the program. Other than "over the counter" medication, I will only take those medications prescribed to me.
- 5.** I understand that my school and programs will be contacted to verify my attendance. If working I will regularly provide a legitimate (printed) work schedule to my EMP/CRP Officer or risk having my employer contacted by them to verify my hours. As a minor, I understand that I need a letter from my school authorizing me to work part time. I understand that, unless **ordered by the court**, I **do not** have the right to work. If I am an adult (on a Juvenile Grant of Probation) I will be permitted to work only as long as I provide a legitimate work schedule and do not violate my curfew restrictions. A significant violation of program rules (i.e. Use of Drugs/Alcohol, a new criminal citation or a serious curfew violation) will result in me permanently losing my work privilege.
- 6.** If I have a serious medical emergency involving either me or one of my immediate family members (parent/guardian or sibling) I will go to the Hospital immediately. At the first available time (or upon returning home) my parent/guardian will contact my EMP/CRP officer and explain the emergency. Additionally, my parent/guardian will provide the EMP/CRP officer with official paperwork from the hospital verifying the emergency. This paperwork needs to have the date and time clearly printed on it. The admitting hospital may be contacted to verify this.

7. I understand that **only** my parent/guardian can request that I participate in a **privileged activity**. Unless permission is given directly from the EMP/CRP Officer to my parent/guardian I am not allowed to participate in any privileged activity. A voicemail message left by my parent/guardian requesting a "privileged activity" is only INFORMATIONAL. Any requests for privileged activities need to be asked a *minimum* of forty eight (48) hours in advance. The EMP/CRP Officer may request additional information prior to approving or denying any privileged activity requests.

8. I understand that other than **remaining in my home at all hours** I only have the **"right"** to leave for:

A. Official Appointments: This includes visits to the Doctor, Dentist, Probation Officer, Court, Legitimate Substance Abuse Counseling, Psychological Counseling, School Registration, Planned Parenthood, *etc.* Documentation verifying your attendance at these **"Official Appointments"** will need to be provided to the EMP/CRP officer.

B. School: If *legitimately enrolled*, I am permitted to attend school regularly. When going from my home to school and from school to my home I will transit directly with no stops in between.

C. Religious Services: I understand that I am permitted only **2 hours one day a week** for religious services. I will attend these services with my parent/guardian and will not leave Santa Clara County. A reasonable accommodation for additional time may be granted by the EMP/CRP officer but this will be a *privilege* and not a right.

9. If my parent/guardian is unable to leave a voice mail message on my assigned EMP/CRP officer's voicemail (due to their "mail box" being full) my parent/guardian will keep a written record of my **"authorized"** outings. This record will include:

A. The time/date my parent/guardian first called (noting that the "mail box was full").

B. The time both I and my parent/guardian left for the authorized activity.

C. The type of activity (Doctor, Dentist, Probation Officer Visit, etc.).

D. The time I and my parent/guardian returned.

E. The time my parent/guardian "again" attempted to leave a voice mail message (again, noting that the mail box was **"again"** full").

This procedure will continue until the EMP/CRP Officers voicemail is again accepting messages.

10. If I stay home sick from school, work or programs I will contact my EMP/CRP Officer as soon as possible and notify them of this.

Both I and my parent/guardian have read the above **General Rules** for EMP/CRP and understand the requirements of this program. We will fully comply with these conditions and cooperate with all EMP/CRP Staff.

Signature of minor

Signature of Parent/Guardian

Signature of witness

DATE

The Weekday EMP/CRP On Duty (OD) Officer can be contacted Monday thru Friday (8:00 AM to 4:00 PM) at **278-6212**. Absolutely **no** messages are to be left on this voice mail pertaining to routine (approved) outings or requests for privileged activities. **Only** after attempting to contact the *assigned EMP/CRP Officer* (and leaving a voicemail message) the Weekday OD can be contacted by the minor's **parent/guardian** for:

a). A **"serious"** medical emergency with either the minor or his immediate family.

b). Problems with the assigned monitoring equipment.

SANTA CRUZ

**Electronic
Monitoring
Message Line:
(831) 454-3831**

**Santa Cruz County Probation Department
Electronic Monitoring Program
Contract**

Minor: _____ D.O.B.: _____

Address: _____ Phone#: _____

Start date on EMP: _____ Court Date: _____

As an alternative to detention in Juvenile Hall, eligibility for the Electronic Monitoring Program (EMP) is a privilege that requires your consent. If you do not agree to all of the terms and conditions listed below, you will not be placed on the program. You must obey all laws and all of the provisions below without exception, or you will be returned to the Juvenile Hall. The Probation Staff may contact you in person or by phone every day, seven days a week, at various times of the day, to make sure you are complying with the terms to which you have agreed and signed below.

Pursuant to W & I code section 830.1 and this contract, the Santa Cruz County Probation Department, BI Incorporated and service providers will share information pertaining to your compliance with court orders and your detention contract.

Rules for Electronic Monitoring:

1. Do not leave Santa Cruz County without prior approval from the Probation Department.
2. Allow any Probation Staff, approved by the Probation Department, into your home at any time to verify compliance with the program rules.
3. Submit your person, property, residence & vehicle to search & seizure by any Peace Officer at any time.
4. Do not consume or possess any alcoholic beverages, controlled substances or dangerous weapons including firearms.
5. Submit to testing for the use of alcohol or controlled substances at any time by any Probation Staff or Peace Officer.
6. The Probation Staff may contact school, employer or programs that have been approved, at any time to verify time and attendance.
7. Attend all school, work or pre-approved activities on a schedule arranged by the Probation Staff. Go directly to and from all approved activities.
8. When not in School, work or pre-approved activities, stay at the place of residence designated by the court.
9. Obey your parents and/or guardians.
10. Do not have visitors in your home.
11. **When leaving home with parents or guardians for any reason, including school, work, or pre-approved appointments, you must FIRST NOTIFY THE PROBATION STAFF at (831) 454-3831.**
12. **Comply with the schedule arranged by the Probation Staff and request approval for any changes, 24 hours in advance, 7 days a week at (831) 454-3831.**
 - a. If sick and unable to work or attend school, notify the Probation Staff as soon as possible.
 - b. **Leaving a voice mail message is only information. It is not permission to change a schedule or location.**
13. Attend all scheduled court hearings.
14. Keep all appointments with the Probation Department.
15. Specific court ordered terms:

<input type="checkbox"/> No gang paraphernalia, no new tattoos.	<input type="checkbox"/> Participate with OASIS.
<input type="checkbox"/> Attend NA/AA meetings as directed.	<input type="checkbox"/> Attend counseling as directed.
<input type="checkbox"/> Seek employment as directed.	<input type="checkbox"/> Complete Community Service hours as directed.
<input type="checkbox"/> Enroll in school and show proof of enrollment prior to next court appearance.	
<input type="checkbox"/> Other: _____	

School/Work Schedule: _____

Other: _____

Special rules for EMP Landline Use:

1. If telephone service is turned off or disconnected, you will be removed from the program.
2. Telephones cannot have special features, such as call waiting, call forwarding, phone blocks or a computer modem.
3. If the unit is not working correctly, do not attempt to fix it. **Immediately call (831) 454-3831 to inform the Probation Staff.**
4. When making a phone call, first check to see if the red light is off. If the red light is on, do not make a phone call for 15 minutes. If the electronic tone comes on while on the phone, hang up immediately and wait for 15 minutes before using the phone again.
5. **IF ANY OF THE ELECTRONIC MONITORING EQUIPMENT IS LOST, DAMAGED OR TAMPERED WITH IN ANY WAY OR IS REMOVED FROM THE RESIDENCE, YOU WILL BE BILLED FOR THE EQUIPMENT AND FELONY CHARGES COULD BE FILED AGAINST YOU. THE COST OF THE TRANSMITTER IS A MINIMUM OF \$350.00. THE COST OF THE UNIT IS A MINIMUM OF \$1,450.00.**
6. I agree to notify Probation Staff of any dogs or potentially dangerous animals I have at my designated residence. I understand that it is my responsibility to immediately control/confine animals when Probation staff are present.

I have read, or have had read to me, and understand the above requirements. I agree to comply with the terms and conditions of the Electronic Monitoring Program. If I fail to comply, I understand that I may be returned to Juvenile Hall. I understand that the computer print-out of the Electronic Monitor is part of my probation record and may be used in Court to document program compliance. I acknowledge I have received a copy of the Contract and agree to all rules.

Signature of Participant

Signature of Parent/Guardian

Signature of Witness

Date

SHASTA



SHASTA COUNTY PROBATION DEPARTMENT

JUVENILE DIVISION
2680 Radio Lane
Redding, CA 96001
(530) 225-5230 FAX: (530) 225-5448

COMMUNITY CORRECTIONS CENTER
1421 Court Street
Redding, CA 96001
(530) 229-8000 FAX: (530) 245-6768

Global Positioning System (GPS) Agreement

Tracie Neal
Chief Probation Officer

Juvenile Ward's name: X123 X123 X123

Case number: JUVENILE'S

Date placed on GPS:

1. You shall participate in GPS monitoring as directed by the Shasta County Probation Department until further notice. You shall comply with all zone restrictions, curfew restrictions, equipment charging requirements, and equipment care. You may be charged criminally and/or fined for the replacement cost of the equipment in the event the equipment is not returned, is lost, stolen and or damaged.
2. You must charge the device daily for two full hours or as instructed by a Deputy Probation Officer. You must charge the device once every twenty-four (24) hours.

Charge the device for two full hours every twenty-four (24) hours. When you connect the power cord to the charging port, the battery LED will change from a blinking light to a solid light and you will hear an audible tone. Continue to charge the tracking unit until you hear beeping. Gently place your finger over the acknowledgement sensor for one full second. The tracking unit's internal speaker will play a message that states "Battery Charged". After the battery is charged, disconnect the power cord; there will be an audible tone. Reinsert the charging port cover.

3. If you receive an audible message through your transmitter you must respond immediately.

If you are sent a message, the tracking unit will begin to beep. To listen to the message, gently place your finger over the acknowledgement sensor for one full second. Do not touch the sensor until the beep is completed. You will hear an audible tone from the unit recognizing that you are ready to receive the message. The tracking unit's internal speaker will play the message. Wait until the message is complete, then gently place your finger over the acknowledgement sensor for one full second. Do not touch the sensor while the message is playing. You will hear an audible tone acknowledging you have received the message.

4. Do not tamper with the device or pull on the strap.
5. Do not strike or try to open the device.
6. Do not attempt to force a boot over the device.
7. Do not expose the device to extreme temperatures.
8. Do not submerge (place under water) the device into any body of water, such as bathtubs, swimming pools, hot tubs, lakes and rivers, etc.

I have read and fully understand the requirements for GPS monitoring including the care, maintenance and charging of the device. I understand that it will be a violation of my conditions of supervision to violate any of the above-mentioned rules.

Juvenile Ward's Signature/Date

Parent/Guardian

Officer Signature/Date

Updated 02/16/16

(GPS) GPS Monitor

SIERRA



REDDING OFFICE
2240 Court Street
Redding, CA 96001
530-691-0800
530-691-0700

FRESNO OFFICE
5424 N. Palm Ave.
Suite 108
Fresno, CA 93704
559-500-1600

Cashel C. White
cash@plelawfirm.com

June 27, 2018

Sent via email: agandhi@clinical.law.berkeley.edu

Amisha Gandhi
University of Berkeley School of Law
Samuelson Law, Technology & Public Policy Clinic
353 Boalt Hall
Berkeley, CA 94720-7200

Re: C.P.R.A Request – Electronic Monitoring of Juveniles on Probation

Dear Ms. Gandhi:

This firm represents the County of Sierra. Please accept this as the County's response to the above-referenced Public Records Act request, which was received by the County on June 8, 2018. Below is a list of your requests and a response to each of those requests:

Request #1: Electronic Monitoring Probationer Contracts: All electronic monitoring-related contracts between the county and juvenile probationers. These contracts contain the terms and conditions to which juveniles must consent when they are on electronic monitoring.

Response #1: The County has attached a 5-page document entitled "1203.018 PC – Pre-Trial Program: Electronic Monitoring Rules;" a 5-page document entitled "1203.016 PC – Post Sentence Program: Electronic Monitoring Rules;" and a 3-page document entitled "Probation Department Memo: Annual Review of Electronic Monitoring Program Rules."

The Sierra County Probation Department does not have separate electronic monitoring forms for juveniles and adults; however, pursuant to Senate Bill No. 190, the County makes *electronic monitoring fees payable only by adult participants* of the home detention program who are *over 21 years of age* and under the jurisdiction of criminal court (*See Probation Department Memo: Annual Review of Electronic Monitoring Program Rules, p. 2*).

June 27, 2018
Re: Gandhi Public Records Act Request
Page 2

Request #2: Probationer Contracts: All probation contracts between the county and juvenile probationers. These contracts contain the terms and conditions that govern juveniles' conduct when they are on probation, regardless of whether they are on electronic monitoring.

Response #2: The County has attached a 2-page document entitled "Terms and Conditions."

Should you have any questions or concerns, please do not hesitate to contact our office.

Yours very truly,

PRENTICE, LONG & EPPERSON, PC

A handwritten signature in black ink, appearing to read "Cashel C. White". The signature is written in a cursive, flowing style.

Cashel C. White

Cc: Jeffrey Bosworth, Chief Probation Officer, Sierra County

00012398.1

1203.018 PC – Pre Trial Program

ELECTRONIC MONITORING RULES

- I. **Eligibility:** In order to qualify for participation in Sierra County's pre-trial electronic monitoring program, the inmate must be an inmate with no holds or outstanding warrants ***and*** one of the following circumstances must apply:
 1. have been held in custody for at least 30 calendar days from the date of arraignment pending disposition of only misdemeanor charges
 2. have been held in custody pending disposition of charges for at least 60 calendar days from the date of arraignment.
 3. The inmate is appropriate for the program based on a determination by the courts and chief probation officer that the inmate's participation would be consistent with the public safety interests of the community.

- II. **Basic Rules and Notices to the Defendant**
 1. I understand that any violations of these conditions may result in a return to custody without further order from the court.
 2. I will not tamper with the Electronic Monitoring equipment that has been issued to me, nor will I permit tampering by any other person.
 3. Intentionally failing to return to the place of detention on time may be punished as escape (4532 PC). Intentionally damaging the equipment may be punishable as escape by force.
 4. Intentionally damaged or lost equipment may also result in formal misdemeanor/felony charges being filed with the court.
 5. I understand that my participation in the program will be monitored by a tamper-resistant, non-removable G.P.S. ankle bracelet, which I agree to wear 24 hours a day during the entire period of the Electronic Monitoring Program
 6. I understand that willful failure to abide by the pre-determined schedule established by the Probation Officer may be cause for an arrest and return to custody without further order from the court.
 7. I understand that the loss of a receiving signal or the receipt of a tamper signal by the monitoring device shall constitute prima facie evidence that I have violated my probation/PRCS. I further agree that the computer printout may be used as evidence in a Court of Law to prove said

violation. Loss, intentional damage, or damage sustained to the unit(s) or their components due to negligence, and/or failing to follow the charging instructions will result in a return to custody without further order from the court.

8. In the event of loss or damage, I will be held financially responsible for all equipment issued to me not to exceed \$2000.00. The actual replacement and or repair cost will be determined by the contracted monitoring company. Reimbursement will be set up through the Probation Department.
9. I may be required to have a private residential phone line with basic service only. **(At the discretion of the probation officer)**. Optional services, such as call-waiting or call-forwarding, may not be allowed. Cordless phones and answering machines are not permitted while on this program. Computer internet services are not permitted unless they are on a separate line. These services must be removed within 5 days of being placed on the program.
10. I understand that it is my responsibility to advise all individuals residing in my residence of the rules and regulations of this program. All residents of the household and I will grant admittance to my home to any peace officer and or probation officer at any hour of the day or night.
11. I agree to notify the Probation Staff of any threatening or dangerous animals at my residence. Any threatening or dangerous animal at the offender's residence must be restrained or removed when any law enforcement officials are present.
12. I will keep my telephone in good repair and the line available for incoming calls. All telephone conversations will be limited to ten (10) minutes in duration or less.
13. I understand that while I am on the Sierra County Probation Department's electronic monitoring program, I will be subject to the following search clause, whether it is otherwise ordered by court or not:

Defendant shall submit his/her person, property, vehicle, and/or place of residence or any container under his/her control or in which you have an interest, to search and seizure for evidence of probation violation, or the terms of your pretrial release, at any time of the day or night, with or without a search warrant, and with or without reasonable suspicion, or probable cause, and with or without your specific presence or consent, by any probation officer or other peace officer.

Defendant shall submit to search of all information contained in his/her electronic devices and electronic media accounts, with such passwords or other access codes provided by such defendant to any probation officer or other peace officer through means of physical interaction or electronic communication with the device, pursuant to 1546.1(c)(9)&(10) PC.

14. I will not possess dangerous or deadly weapons.
15. I will not consume or possess any alcoholic beverages, illegal drugs, or narcotics. I will advise the Probation Officer of any prescription drugs I am required to take.
16. I understand that my employer may be contacted, either in person or by telephone, to verify my continued employment and working hours.
17. During any curfew period, if I am allowed to leave my residence I will proceed directly to and from the destination(s) that had/have been approved by the Probation Officer.
18. I will be financially responsible for any medical expenses incurred while participating in the Electronic Monitoring Program.
19. I will notify the Probation Officer as soon as possible of any changes in status of my employment, school studies, job training, treatment program, or other Electronic Monitoring Program component or extension.
20. I understand any expense for special adapters necessary in the installation of electronic equipment and/or the expense of phone calls incurred to monitor this equipment shall be at my own expense.
21. I understand that if I am over 21, I may be billed up to \$10 a day (depending upon ability to pay) during this program. Inability to pay will not preclude me from participating in the program.
22. Willful failure to make payments as directed may result in my termination from the program (subject to ability to pay). Program failure does not guarantee program refunds
23. If I am arrested or otherwise suddenly terminated from the electronic monitoring program, I hereby give my consent for the Sierra County Probation Department to enter my residence without further order of the court to retrieve any electronic monitoring equipment that may have been left behind during the course of my arrest or termination from the program

III. Additional Rules and Notices used on a case by case basis

- I understand that I will be required to stay within the interior premises of my home, and/or within the areas determined by the courts/probation while on the program.

g) All other absences require the prior approval of the Probation Officer. I will be required to provide written documentation verifying these absences.

I will not enter the following exclusion zone(s):

1. _____

(reserved for additional terms)

IV. BASIC INSTRUCTIONS FOR WEARING THE EM DEVICE (tag)

1. Attach the charging device by clipping it to both sides of the tag
2. Light on front indicates contact with charger, not battery level
3. Remove the charger by gently detaching its clips from the tag
4. Charge 2 x day for 30 continuous minutes each time
5. If a 30 minute charge is skipped, charge for 60 continuous minutes
6. If you feel a low battery vibration (2 x every 10 min.) charge for 2.5 continuous hours
7. Do not charge while sleeping or driving
8. Do not submerge device in water (such as baths, pools, etc.)
9. Do not force a boot over device
10. A sock can be worn over and or under device
11. Device is hypoallergenic and cannot overheat
12. Do not tamper with the device
13. Do not expose to extreme temperature (below -4°F or above 131°F)
14. Notify probation immediately if a medical procedure requires removal of the tag
15. Do not press "status call button" on device unless specifically instructed
16. If the tag vibrates or beeps call your probation officer ASAP
17. If the light shines or blinks (when off charger) call your probation officer ASAP

1203.016 PC – Post Sentence Program

ELECTRONIC MONITORING RULES

- I. **Eligibility:** In order to qualify for participation in Sierra County's Post Sentence electronic monitoring program, the inmate must be serving a local sentence with no holds or outstanding warrants and be approved for participation by the court.

- II. **Basic Rules and Notices to the Defendant**
 1. I understand that any violations of these conditions may result in a return to custody without further order from the court.
 2. I will not tamper with the Electronic Monitoring equipment that has been issued to me, nor will I permit tampering by any other person.
 3. Intentionally failing to return to the place of detention on time may be punished as escape (4532 PC). Intentionally damaging the equipment may be punishable as escape by force.
 4. Intentionally damaged or lost equipment may also result in formal misdemeanor/felony charges being filed with the court.
 5. I understand that my participation in the program will be monitored by a tamper-resistant, non-removable G.P.S. ankle bracelet, which I agree to wear 24 hours a day during the entire period of the Electronic Monitoring Program
 6. I understand that willful failure to abide by the pre-determined schedule established by the Probation Officer may be cause for an arrest and return to custody without further order from the court.
 7. I understand that the loss of a receiving signal or the receipt of a tamper signal by the monitoring device shall constitute prima facie evidence that I have violated my probation/PRCS. I further agree that the computer printout may be used as evidence in a Court of Law to prove said violation. Loss, intentional damage, or damage sustained to the unit(s) or their components due to negligence, and/or failing to follow the charging instructions will result in a return to custody without further order from the court.
 8. In the event of loss or damage, I will be held financially responsible for all equipment issued to me not to exceed \$2000.00. The actual replacement and or repair cost will be determined by the contracted monitoring

15. I will not consume or possess any alcoholic beverages, illegal drugs, or narcotics. I will advise the Probation Officer of any prescription drugs I am required to take.
16. I understand that my employer may be contacted, either in person or by telephone, to verify my continued employment and working hours.
17. During any curfew period, if I am allowed to leave my residence I will proceed directly to and from the destination(s) that had/have been approved by the Probation Officer.
18. I will be financially responsible for any medical expenses incurred while participating in the Electronic Monitoring Program.
19. I will notify the Probation Officer as soon as possible of any changes in status of my employment, school studies, job training, treatment program, or other Electronic Monitoring Program component or extension.
20. I understand any expense for special adapters necessary in the installation of electronic equipment and/or the expense of phone calls incurred to monitor this equipment shall be at my own expense.
21. I understand that if I am over 21, I may be billed up to \$10 a day (depending upon ability to pay) during this program. Inability to pay will not preclude me from participating in the program.
22. Willful failure to make payments as directed may result in my termination from the program (subject to ability to pay). Program failure does not guarantee program refunds
23. If I am arrested or otherwise suddenly terminated from the electronic monitoring program, I hereby give my consent for the Sierra County Probation Department to enter my residence without further order of the court to retrieve any electronic monitoring equipment that may have been left behind during the course of my arrest or termination from the program.

III. Additional Rules and Notices used on a case by case basis

- I understand that I will be required to stay within the interior premises of my home, and/or within the areas determined by the courts/probation while on the program.
- The primary use of voicemail for contacting the Probation Department is for emergency situations which necessitate my leaving my home at unauthorized times or to request a return call. I understand that leaving a message on

voicemail is NOT an authorization to change my schedule or leave my home.

I must obtain prior approval in person or by telephone from the Probation Officer to change my schedule

I will submit any schedule change request at least one week in advance. I will supply any documentation requested by the Probation Officer to verify my schedule. Schedule change requests will be kept to a minimum to maximize the efficiency of the program.

If released from work or any other program component earlier than usual, or if work or other program component is canceled for the day, I will immediately return to my residence and notify the Probation Officer.

My assigned curfew is:

Monday – Friday: _____ p.m. to _____ a.m.

Saturday- Sunday: _____ p.m. to _____ a.m.

Holidays: _____ p.m. to _____ a.m.

I will only leave my residence during my assigned curfew for the following reasons:

- a) To attend work as **pre-approved** by the Probation Officer.
- b) To attend and participate in a treatment program or counseling as **pre-approved** by the Probation Officer.
- c) To attend to personal affairs as **pre-approved** by the Probation Officer.
- d) When directed to do so by emergency personnel, i.e. police, fire, paramedic, etc.
- e) When an emergency situation, such as serious illness or injury, or injury to my immediate family or myself necessitates my leaving the residence.
- f) In case of (d) and (e) I will immediately, or as reasonably practical, call the Electronic Monitoring Program and advise the Probation Officer of such incidents during business hours. If the incident occurs during non-business hours, I will call the Probation Officer's voice mail and explain the nature of my emergency or incident requiring me to leave. I will provide written proof of any incident to the EMP staff the next business day or as soon as reasonably practical.
- g) All other absences require the prior approval of the Probation Officer. I will be required to provide written documentation verifying these absences.

I will not enter the following exclusion zone(s):

1. _____



(reserved for additional terms)

IV. BASIC INSTRUCTIONS FOR WEARING THE EM DEVICE (tag)

1. Attach the charging device by clipping it to both sides of the tag
2. Light on front indicates contact with charger, not battery level
3. Remove the charger by gently detaching its clips from the tag
4. Charge 2 x day for 30 continuous minutes each time
5. If a 30 minute charge is skipped, charge for 60 continuous minutes
6. If you feel a low battery vibration (2 x every 10 min.) charge for 2.5 continuous hours
7. Do not charge while sleeping or driving
8. Do not submerge device in water (such as baths, pools, etc.)
9. Do not force a boot over device
10. A sock can be worn over and or under device
11. Device is hypoallergenic and cannot overheat
12. Do not tamper with the device
13. Do not expose to extreme temperature (below -4°F or above 131°F)
14. Notify probation immediately if a medical procedure requires removal of the tag
15. Do not press "status call button" on device unless specifically instructed
16. If the tag vibrates or beeps call your probation officer ASAP
17. If the light shines or blinks (when off charger) call your probation officer ASAP

SISKIYOU

SISKIYOU COUNTY PROBATION DEPARTMENT
HOME SUPERVISION / ELECTRONIC MONITORING PROGRAM
CONTRACT TERMS AND CONDITIONS

DPO: _____ **DATE:** _____ **DPO PHONE #** _____

SCHEDULED PROGRAM COMPLETION DATE: _____

I, (Minor to print first/last name) _____ understand I have been placed in the Home Supervision/Electronic Monitoring (HS/EM) Program as an alternative to being placed in custody pending, or to defer, possible court action. I understand I must comply with the following contract terms and conditions to remain eligible for the HS/EM Program, and therefore I agree to:

- _____ 1. Wear a tamper-proof, non-removable transmitter 24 hours a day during the entire period of my HS/EM Program. [The unit you have been assigned requires daily charging. The unit MUST be charged for a minimum of two hours each day. See attached instruction sheet.]
- _____ 2. OBTAIN PERMISSION from the Probation Department to leave my residence or change a pre-approved activity schedule, by contacting the Probation Department at 530-841-4180 Monday to Friday, no later than 4 P.M. ONE DAY IN ADVANCE, not including weekends or when the probation office is closed for posted holidays. Additionally, I agree to return to my residence within the period of time approved by the probation officer.
- _____ 3. REIMBURSE the County of Siskiyou for all expenses incurred in the event the monitoring equipment is lost, damaged or tampered with in any way.*
- _____ 4. Maintain electricity and a telephone line (when necessary & without added devices) dedicated to electronic monitoring equipment. Assume responsibility for any expenses incurred due to the operation of the monitoring device in the home (i.e. telephone, electricity, etc.) In addition, I agree that Siskiyou County and the State of California have no responsibility to provide food, shelter, clothing, medical care or dental care for me during the period of HS/EM.*
- _____ 5. Grant any peace officer, including any probation officer, admittance to my residence at any time and agree to require any visitors to leave if so requested.
- _____ 6. Have NO VISITORS who are on probation or parole, and any other visitors are subject to the approval of the probation officer.
- _____ 7. Contact, or have a parent/guardian contact, the Probation Department at 841-4180 at the first reasonable opportunity if I am involved in a Medical Emergency.
- _____ 8. Submit my person, property, residence, and vehicle to SEARCH WITHOUT WARRANT or probable cause at any time by any peace officer.
- _____ 9. Submit to any blood, breath, or urine, TEST designed to detect the presence of ALCOHOL and/or CONTROLLED SUBSTANCES at the request of my probation officer or any peace officer.

- _____ 10. Enroll and participate in any program of counseling as directed.
- _____ 11. OBEY ALL LAWS and court orders.
- _____ 12. OBEY all terms and conditions of wardship or conditions of release.
- _____ 13. Not consume or possess alcohol, illegal drugs/narcotics and/or paraphernalia.
- _____ 14. Attend school regularly and punctually. Absence is grounds for remanding to custody.
- _____ 15. Immediately report to the Probation Department any incidents at my residence involving police, fire, or medical personnel.
- _____ 16. Keep my parents and/or guardian informed of any and all changes made to my monitoring schedule.

In addition, I agree to the following special conditions:

I understand should I violate this contract, I may be detained and booked into juvenile hall and be subject to additional sanctions. I understand supervision includes contact by a probation officer at my home, school, or place of employment on a regular, but random basis. *I further understand if I intentionally damage or destroy the electronic monitoring equipment, I can be charged with vandalism pursuant to Section 594 of the Penal Code and could be subject to up to three years confinement time and associated restitution costs.* * I also understand if I am on formal wardship and I depart my place of home detention without authorization, I may have my wardship revoked and be subject to a more restrictive level of confinement. I understand unsuccessful termination from this program may affect my suitability for future participation in alternative detention programs.

I have reviewed and agree to abide by the above conditions of release under the Home Supervision Program / Electronic Monitoring Program.

Minor's Signature _____ Date _____

PARENT / GUARDIAN

I have reviewed and received a copy of the rules and conditions of the HS/EM Program that will govern my son/daughter/dependent's participation in this program. I understand this program is being provided as an alternative to detention. I agree to report to the Probation Department any problems, and/or violations of the contract immediately. *Additionally, I understand I am jointly responsible with the minor for any financial costs that may incur in relation to contract numbers 3 and 4 and if *restitution* is ordered by the court.

Parent's/Guardian's Signature _____ Date _____

Probation Officer Witness Signature; _____ Date: _____

SOLANO

Attachment A: LCA Location Monitoring Program Referral Notice



LCA – SOLANO COUNTY
LOCATION MONITORING PROGRAM
REFERRAL NOTICE

Client Name: [redacted] DOB: [redacted] AGE: [redacted]

Home Address: [redacted] Phone Number: [redacted]
Parent/Guardian Name (Juvéniles Only): [redacted] Phone Number: [redacted]
Court Case No.: [redacted] Charge(s): [redacted]

Probation Classification (select all that apply): Pretrial/SOR (pending Court)
 Formal PRCS 1170
 Juvenile

The defendant is to enroll in the LCA Location Monitoring Program:

- Date of referral: [redacted]
- Must enroll by: [redacted]
(put date; if it's the same day as the referral use that date (immediate enrollment))
- LOCATION: North County South County Solano JDF

PROGRAM REQUIREMENTS: (Select all that apply and adjust as desired and/or specify other)

1. GPS Tracking (24/7) SCRAM Continuous Alcohol Monitoring (CAM)
 Electronic Monitoring SCRAM w/ Electronic Monitoring
 Home Supervision (Juvenile)
2. Stay Away Orders/Exclusion Zones (GPS only): [redacted]
3. Other Requirements, Terms or Conditions, & Schedule: [redacted]
4. Participant fees: Sliding Scale Indigent Fund (if applicable) Income unknown
 Juvenile (No Fees)

DAYS AND/OR MONTHS TO SERVE: (if applicable) [redacted] days [redacted] months
 Pending further Court directive

NOTIFICATIONS TO BE SENT TO:

DPO Name: [redacted] Email: [redacted] Phone: [redacted]
SDPO Name: [redacted] Email: [redacted] Phone: [redacted]
Other: [redacted] Email: [redacted] Phone: [redacted]

Special Notification Instructions: [redacted]

Authorized by: [redacted] Date: [redacted]
Supervising (SDPO) Signature

Referral instructions:
E-mail one copy to SolanoEM@lcaservices.com
Print and get SDPO signature on a hard copy, hard copy to be placed in the offender file

Template Revised: 10/10/2017

Attachment C: LCA Juvenile Enrollment Packet (Page 4 of 6)

Electronic Monitoring Program Policies

In addition to the policies outlined in my SCRAMx Participation Agreement (if applicable), I further understand and agree to abide by the following:

- ___ 1. I understand and agree that all information collected during my participation on the program may be turned over to anyone with legal right or need to know; this automatically includes all law enforcement agencies, courts and probation or parole agencies.
- ___ 2. I have been instructed how to install my equipment at home (if applicable) and use my equipment.
- ___ 3. If I am assigned equipment that requires a phone line, I will place the equipment telephone in an area of my home so that I can hear and answer the telephone at all times. I will not have any features on my equipment telephone line such as an answering machine, call waiting, caller ID, caller blocking, voicemail, etc.
- ___ 4. If I have a medical emergency, I will contact LCA or my Probation Officer before I leave for the hospital or as soon as physically possible. If after business hours, I will leave a message on LCA's voicemail indicating the nature of the emergency with the name and address of the hospital or clinic. I will provide LCA or my Probation Officer with verification.
- ___ 5. If I am assigned a device that requires charging or downloading, I understand that failure to charge or download the device will result in a program incident. GPS bracelet requires 2 consecutive hours of charging within a 24 hour period and may only be charged directly to power outlet. I will not charge while I'm sleeping. I will also charge my GPS bracelet for one hour before I leave my house for the day.
- ___ 6. I agree to abide by any conditions listed on my court order, i.e. stay away orders, no alcohol clauses, etc.
- ___ 7. I agree to immediately notify LCA of any changes in my court order, address, telephone number, and/or school.
- ___ 8. When I am contacted by LCA staff to report to the office for any equipment issue, maintenance check or equipment replacement, I agree to set up an appointment within one business day to promptly resolve the issue.
- ___ 9. I understand that I am financially responsible for all equipment issued to me. I agree to return the equipment in the same condition I received it or pay for its repair or replacement.
- ___ 10. I agree to also abide by the terms listed on the SCRAMx participation agreement, if Alcohol Monitoring applies.

SOLANO COUNTY CONDITIONAL RELEASE AGREEMENT
HOME SUPERVISION PROGRAM

MINOR'S NAME: _____

J # _____

Your case warrants detention at the Solano County Juvenile Detention Facility pending a hearing in the Juvenile Court. However, you are being conditionally released in detained status, at home, to the custody of your parents(s), or guardian(s) pending future hearings(s) before the Juvenile Court. You are to comply with the following terms and conditions of the Conditional Release-Home Supervision Program.

1. I will remain at home at all times except for school, medical, probation, and attorney appointments. I will notify the LCA Case Manager, in advance, the date and time of these appointments.
2. I may **only** be out with a parent and must remain with the parent.
3. I will obey all laws and reasonable directives given to me by any Peace Officer or my parents.
4. I will not use or possess any intoxicants, illegal drugs, weapons, and submit to drug testing as directed by Probation and the Courts.
5. My associates **must be approved** by Probation and parent(s)/guardian(s).
6. I will attend all Court Hearings.
7. I will attend school as required by law and obey all school regulations. Your parent must call your LCA Case Manager by 9:00 a.m. on any school day absence.
8. I agree to comply with all Court ordered programs such as Counseling, Weekend Academy, and Community Service as directed.
9. I will obey the following additional conditions of release:

I hereby acknowledge and agree to the above terms and conditions of my release. I also understand that **any** violations of the conditions (1) will result in being returned to the Solano County Juvenile Hall Detention Facility; and (2) will be brought to the attention of the Solano County Juvenile Court.

Signed: _____

I/we will cooperate with the program and immediately (1) advise the LCA Case Manager of any violations of the conditions of release, and (2) return him/her to Solano County Juvenile Detention Facility.

Signed: _____
Parent/Guardian

Parent/Guardian

Witnessed: _____
LCA Case Manager

Date: _____

A formal Juvenile Court Hearing on your behalf is being scheduled for _____

If you have any questions, you may call the LCA Case Manager listed below:

LETIA ORANGE
LCA Case Manager

Office Ph# (707) 703-4850
Cell Ph# (707) 366-9554

SONOMA

Electronic Monitoring Contract

Name: _____

D.O.B.: _____

Probation File No.: _____

Court No.: _____

You are being released to the Electronic Monitoring Program. Your signature below constitutes your agreement to comply with the following conditions of release. Your release is conditioned upon your compliance with the provisions listed below and you may be taken into custody and booked into Juvenile Hall should you violate any condition:

1. I shall remain at home at all times, except during school hours when, if enrolled, I must be at school. Probation staff must authorize all exceptions in advance.
2. I shall stay out of specific areas designated by Probation staff or Court Order.

3. All requests for variance outside the regular Electronic Monitoring rules must be submitted at least two business days prior to the event.
4. I shall abide by all laws, and the orders of the Court. I shall abide by the reasonable and proper orders and directions of my parent(s)/guardian(s)/and Probation staff.
5. I shall keep all Court appearances and check in with Probation staff before and after Court.
6. I will not have any weapons in my possession at any time.
7. I will submit to chemical testing, and not use or possess intoxicating substances, beverages, and associated paraphernalia. (If failure to give test, my parent/guardian will drive me to Juvenile Hall for testing.)
8. I will comply with all standard conditions of search and seizure. I will have the bracelet adequately charged and covered (with pants) when I leave the house.
9. I shall not wear, display or possess any gang related attire or evidence of affiliation with or membership in any gang, including graffiti, drawings, photos, letters or music.
10. I shall confine all animals to allow free access to my residence.
11. I and all other residents agree to grant admittance to my residence to Probation staff or other law enforcement officers at any hour of the day or night.
12. I shall not have any visitors while in the home. Immediate family may visit if authorized by the Juvenile Court or Electronic Monitoring Officer(s).
13. I am responsible for returning all equipment back to Juvenile Probation upon release from Electronic Monitoring.
14. I understand that it is a violation of Welfare and Institutions Code Section 871(d), a misdemeanor punishable by up to six months confinement, to remove the electronic transmitter and, for more than 48 hours, continue to violate the terms of the Electronic Monitoring Contract.

Parent/Guardian

Minor

E.M. Staff

Date

Enhanced Supervision Electronic Monitoring Contract

Name: _____

D.O.B.: _____

Probation File No.: _____

Court No.: _____

You are being released to the Enhanced Supervision Program. Your signature below constitutes your agreement to comply with the following. You may be taken into custody and booked into Juvenile Hall should you violate any condition:

1. I shall stay out of specific areas designated by Probation staff or Court Order.

2. I shall abide by all laws, and the orders of the Court. I shall abide by the reasonable and proper orders and directions of my parent(s)/guardian(s)/and Probation staff.
3. I shall keep all Court appearances and check in with Probation staff before and after Court.
4. I will not have any weapons in my possession at any time.
5. I will submit to chemical testing, and not use or possess intoxicating substances, beverages, and associated paraphernalia. (If failure to give test, my parent/guardian will drive me to Juvenile Hall for testing.)
6. I will comply with all standard conditions of search and seizure. I will keep the bracelet charged and covered (with pants, boots, socks, etc.) when I leave the house.
7. I shall confine all animals to allow free access to my residence.
8. I and all other residents agree to grant admittance to my residence to Probation staff or other law enforcement officers at any hour of the day or night.
9. I am responsible for returning all equipment back to Juvenile Probation upon release from Enhanced Supervision.

Parent/Guardian

Minor

E.M. Staff

Date

STANISLAUS

**STANISLAUS COUNTY PROBATION DEPARTMENT
ELECTRONIC MONITORING PROGRAM CONTRACT**

NAME _____ D.O.B. ____/____/____

TERMS AND CONDITIONS:

You have been ordered by the Juvenile Court to participate in the Electronic Monitoring Program (EMP). I/We (minor and parents/guardian) understand the following program requirements:

- 1). Minor will reside at the residence located at _____, Stanislaus County, California, which has an operating telephone at the number _____. **Minor MUST remain in the interior of the residence at all times as directed by the court and EMP staff, unless directed to leave by police, fire, or medical personnel. To report any emergencies and/or incidents immediately, that prevent your residing at the above residence. MINOR IS ONLY ALLOWED IN GARAGE IF EXTERIOR DOORS TO THE GARAGE ARE CLOSED.**
- 2). May attend church services once a week for 2 hours or less.
- 3). Shall wear a non-removable ankle bracelet twenty-four (24) hours a day during participation in this program. The loss of a receiving signal, the receipt of a tamper signal, or a signal indicating absence from the residence is evidence of a violation of the Court order. A computer printout may be used as evidence in Court.
- 4). Shall obey all laws and lawful orders of your parents/guardians and EMP staff. If parents want minors removed from home, parents must do a written statement documenting the issues with minor.
- 5). Shall attend all counseling and other court appointments as directed.
- 6). Shall not use or possess illegal drugs, drug paraphernalia, alcohol, or any weapons, including firearms.
- 7). Shall not allow friends, including girlfriend/boyfriend to visit the residence/property while participating on the Electronic Monitoring Program.
- 8). Shall be transported to and from any approved location by a parent/guardian unless otherwise directed by EMP staff. Minor agrees while participating on the Electronic Monitoring Program to not operate any motor vehicle unless properly licensed and covered by liability insurance.
- 9). Shall not wear, display, use or possess any insignia, emblem, button, badge, cap, hat, scarf, bandana, or any other article of clothing or paraphernalia that indicates affiliation or membership with any street gang. The EMP Officer's decision is final regarding what is considered to be gang related.
- 10). Minor shall abide by any other conditions ordered by the court, including, but not limited to previous terms and conditions of probation.

- 11). Shall hang up the telephone immediately when a computerized sound caused by the receiver/dialer is heard. Failure to hang-up the telephone, tampering, and/or disengaging the telephone line is a violation of program terms.
- 12). Agree to hold the County of Stanislaus, it's agents and the company providing the services/equipment free from liability and/ or damages incurred as a result of wearing the transmitter or negligence of the minor or others in the home.
- 13). Minor and parent agree to return the equipment upon completion of the program and when directed to do so by the EMP staff. Minor will be issued the following monitor and transmitter.

HGR: _____ HGS: _____

Signature of responsible parties for equipment,

Parent signature: _____

Minor signature: _____

- 14). Agree the minor shall attend school and the minor shall arrive on time, as scheduled, go directly to and from school, attend and participate in all classes, obey all school regulations including the dress code. If minor is too sick to attend school, the parent/guardian will contact the minors school and the EMP office by 8:30 a.m. Minor may be required to provide a medical excuse from a licensed medical professional for any absence. Suspension and/or attendance issues from school is a violation of the Electronic Monitoring Program and may result in your return to Juvenile Hall.
- 15). Minor will be allowed to report to work only if employment was gained prior to placement on program. Otherwise it must be court ordered by judge. Documentation of hours will be required.
- 16). Shall secure all firearms in the residence, under lock and key, per California Penal Code Section 12035.

Shall immediately report any program issues or problems with the Electronic Monitoring equipment to the EMP Officer. Contact the EMP Officer at the following number:

EMP office: 525-5473 (Monday – Friday between 8 am and 5 pm)

If unable to contact EMP staff directly then call Juvenile Hall at 525-4579.

- 17). Shall confine by locking-up, chaining or caging all pets/animals to allow free access to the residence by any EMP Officer or other Peace Officer. Parent/minor understand any animal posing any immediate threat to EMP Officer's safety is subject to being sprayed with OC Spray.
- 18). Agree that the EMP Officer may make telephone calls and personal visits to the home, school, or place of employment anytime during the day or night that will include weekdays, weekends, and holidays. Parent/Minor shall promptly answer the telephone or door. Failure to answer may be considered a violation of the Electronic Monitoring Program.

SUTTER



SUTTER COUNTY PROBATION DEPARTMENT

ELECTRONIC MONITORING PROGRAM AGREEMENT

Defendant: _____ Case #: _____

THIS WILL BE REVIEWED AND COMPLETED WITH A PROBATION OFFICER

I, _____, understand that participation on the Electronic Monitoring Program is a Court ordered program. Further, I understand I must comply with the following terms and conditions while participating on the Electronic Monitoring Program. I also understand a violation of any of these conditions and/or program rules may cause my removal from the program. In addition, I understand that the program rules will be enforced for the duration of the program.

1. _____ I will comply with all of the orders placed on me by the Court (see attached Court order).
2. _____ I shall obey all federal, state, county and municipal laws.
3. _____ I will report all law enforcement contact to the Probation Officer within 24 hours.
4. _____ I will report to the Probation Officer as directed.
5. _____ I will notify the Probation Officer within 24 hours of any change in my residence address and/or phone number and if anyone moves in or out of the residence.
6. _____ I understand that my participation in the program will be monitored by a tamper-resistant, non-removable G.P.S. ankle bracelet, which I agree to wear 24 hours a day during the entire period of the Electronic Monitoring Program.
7. _____ I understand that if the electronic monitoring devices are unable, for any reason, to properly perform their function at my residence, I may be removed from the program and returned to custody.
8. _____ I will notify the Probation Officer immediately to report any problems with the electronic monitoring equipment.
9. _____ Intentional damaged or lost equipment will result in formal misdemeanor/felony charges being filed with the court.
10. _____ Loss, intentional damage, or damage sustained to the unit(s) or their components due to negligence will result in my immediate removal from the program. I will be held financially responsible for all equipment issued to me.
11. _____ I will not tamper with the Electronic Monitoring equipment issued to me, nor will I permit tampering by any other person.
12. _____ I understand that it is my responsibility to inform my co-residents of the program rules and regulations.
13. _____ I understand I will be financially responsible for any expenses of electricity that may be incurred due to the operation of the electronic monitoring equipment.
14. _____ I will not submerge the GPS transmitter in water (for example: baths, swimming pools). I understand the GPS Transmitter is water resistant, and I may shower with it on.
15. _____ I will be responsible for charging my monitoring device a minimum of 2 continuous hour every day. In the event the monitoring device battery runs out, I understand that I may be removed from the Electronic Monitoring Program.
16. _____ I will contact the Probation Officer immediately if my monitor vibrates and/or emits an audible sound.



SUTTER COUNTY PROBATION DEPARTMENT

ELECTRONIC MONITORING PROGRAM AGREEMENT

Defendant: _____ Case #: _____

Participation in the Electronic Monitoring Program is a privilege and may be revoked at any time. I understand that I am NOT in custody while participating in the Electronic Monitoring Program, and therefore will NOT be earning custody credits while in the program. I understand the above rules and regulations and a violation of any rule may result in my removal from the program. Removal may result in immediate arrest.

By signing below you as the participant agree to the terms of these conditions:

Defendant: _____ Date: _____

Probation Officer: _____ Date: _____

TEHAMA



TEHAMA COUNTY PROBATION DEPARTMENT

Mailing Address: P.O. Box 99, Red Bluff, CA 96080-0099

Adult Probation Office: 1840 Walnut Street, Red Bluff, CA 96080 (530) 527-4052 -- FAX: 527-1579

Juvenile Justice Center: 1790 Walnut Street, Red Bluff, CA 96080 (530) 527-5380 -- FAX: 527-2717

Chief Probation Officer, Richard A. Muench

Superior Court Judges: Honorable Laura S. Woods - Honorable C. Todd Botke - Honorable Matthew C. McGlynn - Honorable Jonathan Skillman

Global Positioning System (GPS)/Electronic Monitoring Agreement

Minor's name:

Case number:

Date placed on GPS:

1. You shall participate in GPS monitoring as directed by the Tehama County Probation Department until further notice. You shall comply with all zone restrictions, curfew restrictions, equipment charging requirements, and equipment care. You may be charged criminally and/or fined for the replacement cost of the equipment in the event the equipment is not returned, is lost, stolen and or damaged.
2. You must charge the device daily for two full hours or as instructed by a Deputy Probation Officer. You must charge the device once every twenty-four (24) hours.

Charge the device for two full hours every twenty-four (24) hours. When you connect the power cord to the charging port, the battery LED will change from a blinking light to a solid light and you will hear an audible tone. Continue to charge the tracking unit until you hear beeping. Gently place your finger over the acknowledgement sensor for one full second. The tracking unit's internal speaker will play a message that states "Battery Charged". After the battery is charged, disconnect the power cord; there will be an audible tone. Reinsert the charging port cover.

3. If you receive an audible message through your transmitter you must respond immediately.

If you are sent a message, the tracking unit will begin to beep. To listen to the message, gently place your finger over the acknowledgement sensor for one full second. Do not touch the sensor until the beep is completed. You will hear an audible tone from the unit recognizing that you are ready to receive the message. The tracking unit's internal speaker will play the message. Wait until the message is complete, then gently place your finger over the acknowledgement sensor for one full second. Do not touch the sensor while the message is playing. You will hear an audible tone acknowledging you have received the message.

4. Do not tamper with the device or pull on the strap.
5. Do not strike or try to open the device.
6. Do not attempt to force a boot over the device.
7. Do not expose the device to extreme temperatures.
8. Do not submerge (place under water) the device into any body of water, such as bathtubs, swimming pools, hot tubs, lakes and rivers, etc.

I have read and fully understand the requirements for GPS monitoring including the care, maintenance and charging of the device. I understand that it will be a violation of my conditions of supervision to violate any of the above-mentioned rules.

Minor Signature/Date

Officer Signature/Date



TRINITY



TRINITY COUNTY

PROBATION DEPARTMENT & SHERIFF'S OFFICE HOME DETENTION ELECTRONIC MONITORING PROGRAM

CONDITIONS OF CUSTODY

If accepted I, _____, agree to abide by the written rules of the Home Detention/Electronic Monitoring Program and the following restrictions and conditions:

1. I understand that my participation in the Home Detention Program is strictly voluntary on my part. I agree to remain in place of home detention; unauthorized departures may result in loss of custody credit, and may result in new charges being filed.
2. I understand that I will receive day for day credits, and good time/work time credits, for any period of time served on home detention in accordance with Penal Code Section 4019.
3. I agree to pay the fees established by the Home Detention Program Payable in full in advance, or Payable monthly in advance, or Payable weekly in advance with approval of the Probation Department's Home Detention Officer. I will pay my fees, by cash, cashiers check, or money order. (Circle agreed upon method of payment)
4. I agree to pay a \$75.00 fee if an officer has to respond to my home because someone has tampered with the electronic monitoring equipment.
5. I agree to:
 - a. Call the Home Detention Officer and my employer or supervisor if sick and unable to work.
 - b. Notify the Home Detention Officer immediately of any changes of working days or hours, or if I am terminated.
 - c. Take any breaks or meals at the workplace only.
 - d. Keep a time sheet daily and mail it in monthly.
 - e. Go directly to and from permitted activities and return to confinement without delay.
6. I understand that if I am permitted to attend any AA, counseling, or other program, I will maintain a time sheet and submit it monthly.
7. I understand that if I am approved to operate a motor vehicle I will only drive if licensed and insured, and will comply with all laws.
8. I understand that I may not use or possess any marijuana.
*(Possession or use under Prop 215 is not allowed while serving a sentence on home electronic monitoring)
9. I understand that I may not use or possess any alcohol or illegal drugs and that I must submit to an alcohol or drug test at the request of any peace officer.

10. I understand that home visits from a Home Detention Officer are to be expected. My refusal to allow the Home Detention Officer full access to my home will result in my immediate termination from the program and returned to jail.
11. I understand that it is necessary for the monitoring equipment to be hooked up in my home and attached to a single party telephone line. (The equipment will not function with any special features such as "call waiting" and "call forwarding" and all such features must be discontinued prior to admission on the program). If someone is using the telephone and the monitoring equipment begins dialing, the person using the phone must immediately hang up so that the computer can complete its call. If the telephone service is lost for any reason I will be removed from the program. I am responsible for any expenses of special adapters necessary in the installation of the electronic equipment.
12. I understand that I will be held responsible for any loss or damage to the electronic monitoring equipment while on the program. I will not, nor will I allow anyone else to tamper with, attempt to repair, or damage the equipment.
13. I understand that I will be required to stay within the physical confines of my residence unless expressly permitted by the Home Detention Officer. I must request permission in advance of leaving the premises, and must bring back documentation verifying any absence.
14. I am responsible for all my own living expenses and all medical costs are my sole responsibility.
15. I agree not to possess, have within my residence, or within my access or control, firearms, ammunition or deadly weapons of any kind.
16. I agree to submit my person and any property under my control to search at any time, with or without a warrant, when requested to do so by any peace officer.
17. I understand that if for any reason, the equipment cannot function reliably, even though not my fault, I will be returned to jail to complete my sentence.
18. I will cooperate fully and follow all instructions given to me by the Home Detention Officer or his/her designee.
19. I understand that my placement on Home Detention is at the discretion of the Sheriff's Office and/or Probation Department, and that I am subject to removal from the program at any time. In addition, if I fail to return home within a prescribed time, or leave home at an invalid time, I may be considered an escapee, arrested and punished under Penal Code Section 4532.
20. On the final day of my sentence, I agree to return all monitoring equipment to the Home Detention Officer at the Probation Department.

_____ Date: ___ / ___ / 201___
 Inmate Participant

_____ Date: ___ / ___ / 201___
 Home Detention Officer/Witness



TRINITY COUNTY

Probation Department

Tim Rogers, Chief Probation Officer

333 Tom Bell Rd.

P.O. Box 158

Weaverville, CA 96093

Phone: (530) 623-1204 Fax: (530) 623-1237



ELECTRONIC MONITORING PROGRAM

Terms and Conditions of Global Positioning System (GPS) Monitoring Agreement

"Notwithstanding any other provisions of law, a county probation department may utilize continuous electronic monitoring to electronically monitor the whereabouts of persons on probation..." (1210.7 PC) You are being placed on Continuous Electronic Monitoring (CEM) using Global Positioning Satellite (GPS) monitoring technology used to locate your position at all times.

Participant Name: _____ Device # _____

1. I understand that a non-removable ankle bracelet (tether device) will monitor me and I will wear this 24 hrs a day, 7 days a week. I understand that my locations and movements will be continually monitored and retained as an official record.
2. If the GPS device is installed at the Probation Department, I understand that I am to drive DIRECTLY home from the Probation Department. I am NOT allowed to make any stops for any reason.
3. Work Schedules and locations will be authorized by Probation Officer. I understand that I am on "LOCKDOWN CONFINEMENT" during curfew and not allowed to leave my residence for any reason.
4. I understand and agree that I may be required to report to the Probation Department for equipment inspections. Inspections are at the discretion of the Probation Officer.
5. I understand I am financially responsible for taking proper care of the ankle bracelet and charging cord and will be careful not to damage either piece of equipment. The total value of the GPS equipment is \$1,100 for the monitoring device, \$250 for the beacon, \$59 for the power supply and \$60 for the strap. I further understand that I am responsible to maintain electrical service to my residence during the time wearing the device.
6. I understand that any attempt to remove the device, failure to charge the device, or attempt to interfere with its ability to transmit information is subject to investigation, and will be considered a violation of my terms of electronic monitoring. It may also result in criminal prosecution for theft and malicious destruction of property, and escape.
7. I am allowed to take a shower. The ankle bracelet is waterproof, however, the charger is not.
8. I will respond to all calls immediately from the Probation Officer. If a message is left by the Probation Officer, I will return the call shortly thereafter. Lack of contact is a violation of my terms of electronic monitoring and may result in sanctions up to and including incarceration. In addition I will maintain a working contact telephone number where I may be reached 24 hours a day and at

any time. I will let the Probation Officer know of any changes to my telephone number or other contact information immediately.

9. If I need to change my residence, I must call the Probation Officer for PERMISSION to do so. In addition my request must be made a minimum of 24 hours in advance.
10. I understand that should I fail to arrive at a pre-approved destination, or travel to other locations except my pre-approved destination, I will be in violation of my terms of electronic monitoring and may result in sanctions up to and including incarceration.
11. On my release date and completion of the program, I will return to the Probation Department with all equipment for my tether removal. All equipment must be returned at time of removal or the device will not be removed until all equipment is present. Failure to return any equipment will result in a \$20 per day charge, and may result in criminal prosecution for theft.
12. Should I need EMERGENCY hospitalization and require traveling for hospital medical treatment, I will do so taking the most direct route. I will (or a family member will) contact the Probation Officer immediately to give all information. I understand I will be required to provide documentation.

NOTICE: I will have a 2-hour continuous charge cycle, every day or until you hear an audible tone indicating the battery is fully charged. I understand that I may be required to charge at other times if instructed by the Probation Officer. MY SUGGESTED DAILY CHARGE SCHEDULE IS:

_____ thru _____

** If a Low Battery Alert is received it may result in a violation of my terms of release and sanctions up to and including incarceration.

**I agree to the following payment schedule based on a daily rate of \$_____ that is required by the Probation Department to continue my electronic monitoring program. I understand that if I fail to make payments WHEN DUE, I will be in violation of the program.

I understand that my next payment of \$_____ is due on

_____, _____ and EVERY OTHER _____, thereafter.

PAYING ADVANCE AMOUNTS ARE ENCOURAGED.

I UNDERSTAND AND AGREE TO FOLLOW THE ALL TERMS AND CONDITIONS LISTED ABOVE. I certify that I have read these terms and conditions, or if I cannot read, they have been read and explained to me. I completely understand each of these terms and conditions.

Print Name

Signature

Date

TULARE

9) The ankle transmitter and the Field Monitoring Device are not to be removed, tampered with, or damaged in any way. If this should occur, it shall be reported to the Probation Officer immediately, as the monitor equipment will record any such activity. Deliberate damage to the monitoring equipment will result in violation of probation proceedings and new charges may be requested.

Porterville Probation Office
1055 W. Henderson, Suite 7
Porterville, CA 93257
(559) 788-1330

Visalia Probation Office
3303 S. Fairway St.
Visalia, CA 93291
(559) 713-2825

Juvenile Justice Center
11200 Ave 368, Room 108
Visalia, CA 93291
(559) 735-1525

10) If your counseling hours or school hours change, or if you have a doctor's appointment, you must notify the Probation Officer before or as soon as the changes occur in order to prevent a violation from being recorded. If you are requesting permission to leave the residence, you must call 24 hours in advance to the event you are requesting to attend.

11) Special Terms:

- A) Do not contact or associate with _____
B) Other _____

12) Contact the Fairway Probation Office at _____ on a daily basis for check-ins until further notice. You will need to ask for the Probation Officer supervising your case.

Any violations of the above Terms and Conditions may result in the immediate arrest for a violation of probation and return of the minor to the Juvenile Detention Facility pending further court appearance.

I agree to participate in the Post Disposition Home Electronic Monitoring Program, have received a copy of the instructions and agree to obey them.

I accept responsibility for this minor's participation and placement on the Post Disposition Electronic Monitoring Program.

Minor's Signature

Date

Parent/Guardian Signature

Date

Minor's Printed Name

Parent/Guardian Printed Name

School Attending

Address

Witness Signature

Date

City

Telephone

Witness Printed Name

**I acknowledge that there is a \$2.16 daily charge for _____
to be on the Post Disposition Electronic Monitoring Program**

In addition to your Electronic Monitoring instructions, the following terms apply. Failure to comply with the terms and conditions stated below can result in your arrest and return to custody at the Juvenile Detention Facility.

1. You will maintain a working wall plug telephone in your residence (Landline Unit only).
2. The transmitter on your ankle and the equipment in the home is not to be removed, tampered with, or damaged. If this should occur, report the situation to the Probation Officer or Probation Technician immediately.
3. If you hear loud beeping noises or tones when you are talking on the telephone, hang up and wait five minutes before using the telephone again. Failing to hang up the telephone after hearing these noises will result in a violation being recorded. (Landline Unit only)
4. You must not deviate from the terms of the release, which are set by the courts, Probation Officer, or Probation Technician. If your counseling or meeting hours, doctor appointments, school hours, etc., change, you must notify the Probation Officer or Probation Technician before or as soon as the change occurs so that the monitor can be set and no violation will be recorded.
For example: If you do not go to school at the time that is set for you to leave the house, the monitor will record a violation.
5. If you are arrested or stopped by the Police or Sheriff, you are to notify the Probation Officer or Probation Technician immediately.
6. If you are requesting permission to leave the residence, you must call at least 24 hours in advance **prior** to the event you are requesting to attend. A Probation Officer or Probation Technician will either grant or deny your request. If the event is not an emergency (examples: clothes shopping, barbeque, church, haircut, etc.), you cannot leave the residence unless you have received verbal permission from your officer. If they do not respond to your request, consider the request denied. **NO EXCEPTIONS!**
7. If you have scheduled a medical appointment, you must inform the Probation Officer or Probation Technician at least 24 hours in advance prior to the appointment. If the Probation Officer or Probation Technician fails to return your call by the date of your appointment, you may leave the residence without verbal consent **on condition** that you have already left a 24-hour in advance message with the Probation Officer or Probation Technician here at Juvenile Detention Facility. Please note that a message left with just any staff that happens to answer the phone may not get to the Probation Officer. In addition, you must obtain written proof from your doctor indicating the date and time of your appointment. If there is a medical emergency **pertaining to the minor**, he or she may be taken to the hospital without calling in advance for permission. When things get situated, parents are to call and leave message with the Probation Officer or Probation Technician. Note that leaving the residence for someone else's emergency is not acceptable.
8. It is your responsibility to have the school you attend fax the Probation Officer a schedule of your classes and times at (559) _____. Also, if your schedule changes for any reason, such as: illness, suspension, expulsion, after-school detention, Saturday school, etc., you must contact the Probation Officer or Probation Technician immediately to inform them of the changes.
9. Notify Probation Officer of all scheduled meetings, interviews, or any other court dates you may have.

I understand the Electronic Monitoring Program instructions and terms; and have received a copy. I promise to comply with the instructions and terms.

I will assist the minor to comply with the Electronic Monitoring Program instructions and terms.

_____ Minor's Signature	_____ Date	_____ Parent/Guardian Signature	_____ Date
_____ Minor's Printed Name		_____ Parent/Guardian Printed Name	
_____ School Attending	_____ Minor's SSN	_____ Address	
_____ Witness Signature	_____ Date	_____ City	_____ Telephone
_____ Witness Printed Name			

CC: Court
Minor/Parent
Probation Caseload Explorer

Revised 11/17 LW

NOTICE:
ANY VIOLATION OF THESE TERMS AND CONDITIONS MAY RESULT IN IMMEDIATE ARREST AND RETURN OF THE MINOR TO JUVENILE DETENTION FACILITY TO REMAIN DETAINED DURING COURT PROCEEDINGS. ANY DAMAGING, TAMPERING, OR LOSS OF THE ELECTRONIC MONITOR MAY RESULT IN YOUR RETURN TO JUVENILE HALL AND MAY ALSO RESULT IN BEING CHARGED WITH VANDALISM, OR GRAND THEFT. SHOULD YOU VIOLATE THE LAW WHILE ON THE ELECTRONIC MONITOR, YOU MAY BE CHARGED WITH AN ADDITIONAL FELONY.

TUOLOMNE

**Tuolumne County
Juvenile Electronic Monitoring Program
Agreement and Rules**

MINOR:

CASE NO.:

ADDRESS:

COURT NO.:

I, _____, having been accepted to participate in the Electronic Monitoring Program, understand I must comply with the following terms and conditions. I also understand a violation of any of these Conditions of Agreement may cause my removal from the program to include returning to secure custody and/or a violation of probation. In addition, I understand that the program rules will be enforced for the duration of the program in conjunction with any other terms and conditions of my probation.

1. I will not tamper with the Electronic Monitoring equipment that has been issued to me, nor will I permit tampering by any other person.
2. Loss, intentional damage, or damage sustained to the unit(s) or their components due to negligence will result in my immediate removal from the program. I will be held financially responsible for all equipment issued to me not to exceed \$2000.00. The actual replacement and or repair cost will be determined by the contracted monitoring company. Reimbursement will be set up through the Probation Department.
3. I understand that my participation in the program will be monitored by a tamper-resistant, non-removable G.P.S. ankle bracelet, which I agree to wear 24 hours a day during the entire period of the Electronic Monitoring Program.
4. I will charge the battery to the ankle bracelet for at least one hour each day.
5. I may be required to have a private residential phone line with basic service only. (At the discretion of the Probation Officer). Optional services, such as call-waiting or call-forwarding, are not allowed. Cordless phones and answering machines are not permitted while on this program. Computer internet services are not permitted unless they are on a separate line. These services must be removed within 5 days of being placed on the program.
6. I understand that it is my responsibility to advise all individuals residing in my residence of the rules and regulations of this program. All residents of the household and I will grant admittance to my residence to any peace officer and or Probation Officer at any hour of the day or night.
7. I will submit my person and property, including any residence, premises, container or vehicle under my control to search and seizure at any time of the day or night, with or without my presence, by law enforcement or Probation Officer, with or without a warrant and probable cause.

8. I agree to notify the Probation Officer of any threatening or dangerous animals at my residence. Any threatening or dangerous animal at my residence must be restrained or removed when any law enforcement officials are present.
9. I understand that I will be required to stay within the interior premises of my home, and/or within the areas determined by the EMP staff while on the program.
10. I will attend all school, work or pre-approved activities on a schedule arranged by the Probation Officer. I will go directly to and from all approved activities.
11. I will stay in my place of residence when not in school, work, or at any other activity pre-approved by the Probation Officer.
12. I will keep my telephone in good repair and the line available for incoming calls. All telephone conversations will be limited to ten (10) minutes in duration or less.
13. I will not possess dangerous or deadly weapons.
14. I will not consume or possess any alcoholic beverages, illegal or intoxicating drugs, or narcotics. I will advise the Probation Officer of any prescription drugs I am required to take.
15. I understand that a requirement of EMP is random testing, and failure to submit to testing may result in a violation of probation being filed.
16. I will not have visitors at my residence/property.
17. I will obey my parents and/or guardians.
18. I will submit any schedule change request at least 24 hours in advance. I will supply any documentation requested by the Probation Officer to verify my schedule. Schedule change requests will be kept to a minimum to maximize the efficiency of the program.
19. The primary use of voicemail for contacting the Probation Department is for emergency situations which necessitate my leaving my home at unauthorized times or to request a return call. I understand that leaving a message on voicemail is **NOT** an authorization to change my schedule or leave my home. I must obtain prior approval in person or by telephone from the Probation Officer to change my schedule.
20. I understand that willful failure to return to my residence within the prescribed time, or leaving this address at an invalid time, shall be deemed an escape from custody, and I can be charged and prosecuted to the fullest extent of the law. I further understand that willful failure to abide by the pre-determined schedule established by the Probation Officer may be cause for my removal from the program.
21. During the period I am allowed to leave my residence I will proceed directly to and from the destination(s) that had/have been approved by the Probation Officer.

22. I will notify the Probation Officer as soon as possible of any changes in status of my employment, school studies, job training, treatment program, or other Electronic Monitoring Program component or extension.

23. All fees paid for participation in the EMP are non-refundable should you be found to be ineligible and/or returned to juvenile hall for a violation.

24. I will abide by the following special conditions imposed by the Probation Officer:

I understand that all common areas of the residence are subject to search and seizure.

Participation on the Electronic Monitoring Program is a privilege and may be revoked at any time. I understand that I am in custody while participating on the Electronic Monitoring Program. I understand the above rules and regulations and a violation of any rule may result in my removal from the program. Removal may result in immediate arrest and/or a violation of probation.

Minor: _____

Date: _____

Probation Officer: _____

Date: _____

VENTURA

YOLO



Yolo County Probation Department

GPS Monitoring Agreement

Pursuant to §625 of the Welfare and Institutions (W&I) Code of the State of California, your case would warrant detention in Juvenile Hall pending a hearing in Juvenile Court. However, pursuant to §628.1 W&I Code, you are being released to the custody of your parent(s), guardian(s) or responsible relative pending future hearing(s) before the Juvenile Court. You are to comply with the following terms and conditions:

You have been committed to the Yolo County Juvenile Detention Facility for a period of _____ days. You have been found eligible to serve this commitment in the Probation Department Electronic Monitoring Program. You are to comply with the following terms and conditions:

Conditions of Release

Minor **Parent**

- | | | |
|--|--|--|
| | | 1. I will obey all laws and conditions of my wardship probation. |
| | | 2. I will attend school as required by law and obey all school regulations. I will report to the Probation Officer by 10:00 am on any school day on which I am absent. |
| | | 3. I will provide my Probation Officer with my work schedule if I am employed. Further, I will notify my Probation Officer immediately if there is a change in my employment or a change in my work schedule. |
| | | 4. I will not use or possess any intoxicants or illegal drugs. |
| | | 5. My associates will be approved by my Probation Officer, parent(s), guardian(s), or responsible relative(s) approved by my GPS Officer. I understand that I am prohibited from contacting any other GPS or EMP participants or currently detained minors, as well as other minors who I understand to be on probation or with whom I have been in custody. |
| | | 6. I will obey any and all lawful directives of my Probation Officer, parent(s), guardian(s) or responsible relative(s) approved by my GPS Officer. |
| | | 7. I will not associate with, contact, annoy, or harass _____. |
| | | 8. I will not associate with known gang members or wear identifying gang clothing. |
| | | 9. I will not use or possess weapons of any sort, nor will they be in my home at all. This includes any firearms, explosives, martial arts weapons, etc. |
| | | 10. I will remain at least 150 yards away from _____. |
| | | 11. I will submit to urinalysis as directed by my Probation Officer. |
| | | 12. I will submit my person, property or place of residence to search by the Probation Officer or any other peace officer at any time of the day or night without a search warrant. |
| | | 13. I further understand that lost, stolen, or damaged GPS equipment is my responsibility, and I will be required to pay for any lost or damaged equipment. |
| | | 14. I understand that the full replacement value of the GPS bracelet is approximately \$1200.00. I understand that if I intentionally damage or steal this, I may be charged with a felony. |
| | | 15. I understand that I must participate in random, announced and unannounced visits to my home, school, and place of employment. I further understand that GPS staff may contact my school or place of employment in order to verify attendance. |
| | | 16. I understand that all residents in my home must be previously approved by GPS staff. |
| | | 17. I understand that if I have a valid driver's license, I may only drive vehicles that have current registration and insurance. |

- _____ 18. I will participate in all services associated with probation conditions, including Alcohol and Drug treatment, counseling, Court dates, etc.
- _____ 19. I will not leave Yolo County without the permission of my Probation Officer.
- _____ 20. I understand I must charge the GPS unit for a **minimum of two hours** per 24 hour period.
- _____ 21. I agree to wear the GPS bracelet as instructed by my Probation Officer. I will not alter, remove, or tamper with the device. Only under an emergency, or with prior permission of my officer, will I remove the device.
- _____ 22. I understand that while participating in GPS Monitoring I will have a curfew from ___ to ___ during which time I must be at my place of residence. I further understand this curfew is at the discretion of my Probation Officer and may be changed at any time.
- _____ 23. _____.

I hereby acknowledge, understand and agree to observe the above terms and conditions of my release. I also understand that any violations of the conditions may result in revocation of my release on GPS Monitoring. I further understand that such revocation may result in my detention in Juvenile Hall or another suitable place, pending further hearing(s).

Signed: _____ Date: _____
 Minor

_____ Date: _____
 Parent/Guardian/Responsible Relative

Witnessed: _____ Date: _____
 Deputy Probation Officer

GPS Unit # _____ (GSM-E)

YUBA

On Thursday, June 21, 2018 12:50 PDT, "Arnold, Jim" <jarnold@CO.YUBA.CA.US> wrote:

We have never used electronic/GPS monitoring for our youth in Yuba County. Thank you - Jim

From: Gandhi, Amisha [<mailto:agandhi@clinical.law.berkeley.edu>]
Sent: Friday, June 08, 2018 2:04 PM
To: Arnold, Jim
Subject: Public Records Act Request Yuba

Dear Chief Arnold:

I am a UC Berkeley student intern with the Samuelson Law, Technology & Public Policy Clinic, working on a project relating to electronic/GPS monitoring of youth. We are hoping to get a better understanding of the practices around the state, so we have put together a formal request, which you will find attached. Please let me know if you have any questions. I look forward to hearing from you!

Thank you,

Amisha Gandhi

Amisha Gandhi

Student Intern
Samuelson Law, Technology & Public Policy Clinic
UC Berkeley School of Law
353 Boalt Hall
Clinical Program
Berkeley, CA 94720-7200

Phone: 510.643.4800

Fax: 510.643.4625

Email: agandhi@clinical.law.berkeley.edu

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