



County of Santa Clara Probation Department Electronic Monitoring Program Application

Name: _____

Application Date: _____

Case: _____

Stay/Surrender Date: _____

To apply for the Electronic Monitoring Program pursuant to Section 1203.016 of the Penal Code, complete this application and return it to the following address at least four weeks prior to your surrender date.

Adult Probation (Main Office) 2314 N. First St. San Jose, CA. 95131 or fax it to 408-577-1883.

Please attach a copy of the police report & court order.

If you have any questions about the program, you can call this number 408-435-2089

If accepted, your cost per day will be based on your income (see the sliding scale below) and a **\$50.00 deposit payable within three working days of starting EMP.** (The deposit will be applied toward your total EMP cost). For applicants that live out of Santa Clara County there will be a \$50.00 processing fee.

EMP Per Day Rate Sliding Scale.

Gross Monthly Income (hourly rate)	Cost per day
\$0.00 – \$24.99	\$10.00
\$25.00 – \$39.99	\$15.00
Over \$40.00	\$20.00

All payments are to be made to:
County Of Santa Clara Department Of Revenue at 1555 Berger Dr. Build. #2,
San Jose, CA 95112 (408) 282-3200.

Please answer the following question:

Do you have any pending court actions or warrants? Yes _____ No _____

If yes? Explain: _____

After receiving this application, EMP personnel will evaluate your eligibility and suitability. If your application is accepted, the Screening Officer will call you for an interview. If your application gets denied, you will receive a Denial letter.

Employment Information

Employer: _____ Occupation: _____

Address: _____ / _____ / _____
Number Street Cross Street City Zip Code

Supervisor's Name: _____ Telephone Number: _____

Hours working: From: _____ To: _____ Circle Day(s) working: Su – Mo – Tu – We – Th – F – Sa

***You are limited to 50 hrs workweek including travel time from your residence to your place of employment.
If necessary we, may contact your employer to verify information.***

Base Hourly Wage Paid: \$ _____ Weekly _____ Bi-Weekly _____ Monthly _____

Cohabitant Agreement

By signing this agreement all cohabitants must agree with the program (EMP) rules which apply to the EMP participant and allow EMP personnel access to the residence to enforce program rules and regulations.

Permission to Search

I understand that _____ has applied for the Santa Clara County Probation Department,
(Applicant Name)

Electronic Monitoring Program. If accepted, the above named applicant will be residing in my home while participating in the program.

I understand that the person on EMP is subject to search of both his/her person and all areas under his/her control and that those portions of my residence being used by this person are therefore subject to search at any time by personnel of the Santa Clara County Sheriff's Department.

I agree to allow officers/EMP personnel of the Santa Clara County Probation Department complete access to all areas of my residence being used by the above named person during his/her participation on the Electronic Monitoring Program.

I also understand that failure to allow entry into my home when requested by an officer/EMP personnel will result in the person being removed from the **Electronic Monitoring Program** and returned to the Santa Clara County Jail.

List all residence tenants and have each sign if they **over 18 years old**. *(If you need more space use the back of the page)*

Print Name	Relationship	Date of Birth	Signature
Example: John Doe	Father	01/01/45	John Doe
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Electronic Monitoring Program
Rules and Regulations
(Please put your initials if you agree with the rule)

I, _____, as a participant on the Santa Clara County Electronic Monitoring Program, hereby agree to be governed by the following rules and regulations. I further agree that any violation of City, County, State or Federal laws or failure to obey these rules and regulations may result in disciplinary action and/or removal from the program.

- _____ 1. **I agree and understand that being a participant on EMP is a privilege and not a right.**
- _____ 2. I agree to pay a \$50.00 initial deposit fee plus \$_____ per day fee for each day served on EMP.
- _____ 3. I volunteer for this program and if I fail or escape all monies in my EMP account will be forfeited.
- _____ 4. I understand that if I absconded a warrant for my arrest will be issued.
- _____ 5. I agree to remain in my residence and the surrounding areas, no more than 50 Ft. and I must notify the EMP personnel of any pets I have in my residence.
- _____ 6. I am liable for all equipment installed in my house and agree to maintain electrical service at all times. I will notify the EMP personnel of any problem I may have with the equipment. (All EMP devices **cannot** be exposed to X-Rays or MRI's).
- _____ 7. I understand that in addition to electronic surveillance, I will be subject to contact surveillance including unannounced/unscheduled visits to my work and home.
- _____ 8. I will answer all incoming calls from the EMP personnel and the monitoring service which can be at any hour.
- _____ 9. I will abide by all instructions given by the EMP personnel and/or the monitoring service.
- _____ 10. My residence and all persons who reside there must meet the approval of the EMP personnel. The environment must be conducive to successful completion of my sentence. ***If anyone in the residence is on parole or probation, I must notify the EMP personnel.*** I must notify the EMP personnel 24 hours in advance of any visitors to my residence. **(No visitors on parole or probation are allowed at the residence nor am I allowed to have parties or social gatherings and NO OVERNIGHT GUESTS unless approved by EMP personnel).**
- _____ 11. I understand I must be properly dressed and will be respectful during all EMP personnel contact (this also applies to family members and guest).
- _____ 12. I will not possess or keep any type of weapons (firearms, daggers, knuckles etc. etc.) at my residence, car or at work.
- _____ 13. I agree to a warrantless search of my person, residence and vehicle at any time of the day or night while participating on EMP by any peace officer and/or EMP personnel.
- _____ 14. Any incident at my residence where Law Enforcement personnel, Fire Department personnel, Probation Office personnel or Medical personnel respond must be reported to the EMP personnel immediately.
- _____ 15. I agree that in case of medical emergency of an immediate family member or myself, I will attend to that matter immediately, notify the EMP personnel via telephone immediately and provide verification when the crisis has passed. (For all authorized leave of absence from my residence or work site, I will provide proof via fax, email and text messages)

- _____ 16. I will notify the EMP personnel of work schedule changes or if work is cancelled for the day. I will eat only at my work site or place authorized by EMP personnel. **If my employment is terminated**, I will immediately return to my residence and notify the EMP personnel.
- _____ 17. I agree to continue any counseling or rehabilitative programs ordered by the Courts or Probation. This must be pre-approved by EMP staff. **(You will be required to show proof of attendance).**
- _____ 18. I am prohibited from having any contact via phone or in person with other EMP participants or with current in custody inmates. While I am at home, I am required to answer all calls or texts from EMP personnel.
- _____ 19. The making, drinking, possessing or being under the influence of **ANY ILLEGAL NARCOTICS, ILLEGAL DRUGS, ALCOHOL (or its containers), INTOXICANTS or MISUSE/ABUSE OF NONPRESCRIPTION OR PRESCRIPTION MEDICATION IS PROHIBITED. Medicinal Marijuana is prohibited while doing EMP.**
- _____ 20. I agree to submit to alcohol and/or drug testing as directed by EMP personnel.
- _____ 21. I will not lie or falsely represent the truth to any officer or civilian employee of the Probation Department, or any other law enforcement agency.

I also understand that I will be held responsible for damage, other than due to normal wear, to the DCU or GPS transmitter or Home Base receiver. I also understand that if I do not return the equipment in good working condition, I will be charged for the repair or the replacement of the equipment as follows:

- Full Replacement of the DCU Transmitter \$175.00
- Full Replacement of the Home Base Receiver \$689.00
- Full Replacement of the GPS \$1,095.00

Initial Here _____

TRANSFERS-OUT ONLY (EMP applicants serving a sentence outside of Santa Clara County)

- _____ 22. If rejected or terminated from EMP for any reason, I agree to return to Santa Clara County and report to the EMP Screening Officer within 48 hours of rejection or termination. (Failure to do so may result in the issuance of a Warrant for your arrest.)

I have read and initialed each rule indicating that I understand the rules and my responsibilities while on the Electronic Monitoring Program. I have also informed the cohabitants of the program rules and regulations. I further understand that if I violate any of these rules, I will be removed from the program and returned to custody in the Santa Clara County Jail.

Applicant Signature: _____ Date: _____

FOR TAD CLIENTS ONLY

- _____ 1. I agree not to remove, tamper with, or place any obstructing material between the TAD transmitter and my leg.
- _____ 2. Only in an emergency or with the prior permission of my officer will I remove the TAD transmitter.
- _____ 3. If I experience a burning sensation, rash on my skin, or any other apparent health risk from the TAD transmitter, I will contact my officer immediately.

Banned Products:

- _____ 4. I understand that I am not to use any product containing alcohol, including, but not limited to: medicinal alcohol, household cleaners and disinfectants, mouthwash, lotions, body washes, perfumes, colognes, or other hygiene products that contain alcohol. No products other than soap and water should be used on the skin around the TAD transmitter.

Tampering:

- _____ 5. I understand that the use of banned products or any effort to interfere with the TAD transmitter is an attempt to tamper with the unit and will be considered a violation of this agreement.

Swimming & Bathing:

- _____ 6. I understand that I am not to submerge the TAD transmitter in water. Showers are the only permitted bathing method. I understand that if I submerge the TAD transmitter in water it will be treated as a tamper attempt and will be handled in the same manner as intentional damage. I understand that I will be held liable for any damages caused by submerging the TAD transmitter as well as for additional hookup fees when new equipment is required.

Personal Hygiene:

- _____ 7. I agree that when showering, I will thoroughly clean the area around the transmitter with soap and water. I will thoroughly rinse with clean water and dry the TAD transmitter. I understand that failure to rinse away all soap and dry the area around the TAD transmitter may result in a mild skin rash.

Current Health Status or Pre-existing Medical Conditions:

- _____ 8. I agree that I will reveal my current health status to my officer and will also notify them of any pre-existing medical conditions that I am aware of such as pregnancy, diabetes, or any type of known skin disorder or condition.

I also understand that I will be held responsible for damage, other than due to normal wear, to the TAD transmitter or Home Base receiver. I also understand that if I do not return the equipment in good working condition, I will be charged for the repair or the replacement of the equipment as follows:

- Full Replacement of the TAD Transmitter \$2,215.00
- Full Replacement of the Home Base Receiver \$1,285.00

Initial Here _____

FOR SOBERLINK CLIENTS ONLY

- _____ 1. Keep the SL2 unit in my possession at all times for the duration of the program.
- _____ 2. Keep the SL2 device adequately charged at all times.

Testing Procedures:

- _____ 3. Sunglasses, hats, or any other items that may distort my appearance will not be worn while testing.
- _____ 4. I will not place my hands on the mouthpiece or cover the back vent while testing.
- _____ 5. I will look directly into the camera during the test and not obstruct the camera in any way.
- _____ 6. I will refrain from eating twenty (20) minutes prior to testing.
- _____ 7. I will wait at least twenty (20) minutes after using mouthwash or any product containing alcohol, such as but not limited to, hand sanitizing gel or any other topical substances (cologne or bug spray) before I submit to testing on the SL2 device.
- _____ 8. When prompted for any test that is non-compliant, I will retest as instructed until my BAC registers a compliant test. Failure to retest as instructed may be considered a “positive” reading and/or may be considered breach of this contract as a “failure to comply”.
- _____ 9. I will take the test in normal operating temperatures (32* - 105* F)

Equipment Tampering:

- _____ 10. Efforts to cover or obstruct the view of the camera lens during testing will be reported to my supervising officer as an attempt to defeat the equipment and in violation of this agreement.
- _____ 11. Attempts to introduce outside agents and or substances to the device will be considered a violation.

Equipment Malfunctions:

- _____ 12. I will report problems that I encounter with the SL2 device immediately to my supervising officer. If I am unable to speak to anyone in person or if I call during non-business hours, I agree to leave a voicemail that includes my name, the time, and the nature of my problem.

Equipment Care:

- _____ 13. I will store the SL2 device in the protective case at all times when not in use and away from items that could contain alcohol.

Responsibility for Lost, Damaged or Stolen Equipment:

- _____ 14. I will be held liable for any equipment damage other than that caused by normal wear, I will pay for repairs or replacement costs and will be charged if the device is lost, stolen or damaged. (ie. Dropped submerged in water or other liquids, or other activity resulting in damage to unit components).
- _____ 15. If I fail to return the equipment, I will be charged for the full replacement cost as follows:

SL2 Device	\$800.00
SL2 Case	\$15.00
Charger	\$10.00

I have read and initialed each rule indicating that I understand the rules and my responsibilities while on the Electronic Monitoring Program. I have also informed the cohabitants of the program rules and regulations. I further understand that if I violate any of these rules, I will be removed from the program and returned to custody in the Santa Clara County Jail.

Applicant Signature: _____ Date: _____