

**OFFICE OF THE SHERIFF
Contra Costa County**

**Custody Services Bureau
Custody Alternative Facility**
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**DAVID O. LIVINGSTON
Sheriff-Coroner**

**Michael V. Casten
Undersheriff**

**CUSTODY ALTERNATIVE FACILITY
ELECTRONIC HOME DETENTION/SCRAM AGREEMENT**

Date: _____

Name: _____

You will be enrolled today into the EHD/SCRAM Monitoring program for supervision.

This supervision will terminate on _____

You are subject to the following agreements and conditions:

- Should you violate any conditions of the program, you may be returned to physical custody.
- You may also be subject to disciplinary action depending on the nature of the violation.
- Whenever any problems arise or you do not understand what is expected of you, talk to the Case Manager assigned to you.

Read the agreements and conditions below and initial to the left that you have read that agreement.
Agreements marked with an asterisk (*) are for participants only on SCRAM monitoring.
EHD participants must read and follow **all** the rules listed below.

AGREEMENTS

- * _____ I agree to waive extradition to the State of California from any State or Territory of the United States, or from the District of Columbia. I also agree that I will not contest any effort to return me to the State of California.
- _____ I agree that any law enforcement officer or Custody Alternative Facility (CAF) staff may search my person, my residence, my vehicle, and any property under my control without a warrant at any time.
- * _____ I agree not to leave the general San Francisco Bay Area or the State of California without prior written approval of the CAF program staff.

CONDITIONS

- _____ DO NOT possess or have under your control any firearms/dangerous weapons, in the home or on the property while on the program.
- * _____ DO NOT engage in any conduct prohibited by law (Federal, State, County or Municipal).
- * _____ Promptly notify the CAF office of any police contact or arrest. Whether it is as a victim, a suspect, a witness, in an accident or related to a ticket/citation, etc.
- * _____ Follow any Protective/Restraining Orders that are filed against you.
- _____ Reside in confirmable housing as determined to be suitable by the Custody Alternative Facility.
- _____ Allow unrestricted access to the place of residence.
- * _____ Maintain a working phone by which you can be contacted anytime and anywhere.
- _____ You will be subject to random, unannounced personal and/or telephone contact at your place of residence and employment.

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CONDITIONS Continued...

- * _____ DO NOT operate any motor vehicle unless licensed to do so by the California Department of Motor Vehicles.
- * _____ Ensure current registration and legal liability insurance are maintained for any motor vehicle driven by you and any person who provides transportation. Be prepared to provide documentation.
- * _____ Have a back-up transportation plan to include public transportation if you are not properly licensed to drive and/or do not have a permanent mode of transportation.
- _____ With your case manager, create and maintain a daily schedule and be present at the listed location(s) at the hours agreed upon on the printed schedule. Failure to follow your schedule will be considered a violation.
- _____ Failure to return to your place of confinement at the prescribed time can be considered escape. [Penal Code §4532(e)]
- _____ Scheduled appointment times and/or scheduled time out of the home are subject to change upon notice by CAF staff.
- _____ “Home” is defined as inside the four walls of where you reside.
- * _____ Ensure you have access to electricity to charge any required device. Failure to properly maintain the charge of your device is a program violation and may result in return to physical custody.
- _____ Confine all pets to allow free access to your residence by CAF staff.
- * _____ Keep your Case Manager informed of any change in residence or phone number.
- _____ Keep your Case Manager informed of your current job location, especially if it is subject to change.
- _____ Keep your Case Manager notified of schedule changes as soon as you are aware. As a rule, same day changes are not permitted.
- _____ Any change of schedule without prior permission from your Case Manager, or that of another Case Manager, will be considered a schedule violation. **Prior permission means that you must speak VOICE-TO-VOICE with a Case Manager, whether in person or over the phone. After leaving a voicemail message, it must be followed with voice-to-voice contact with a Case Manager.**
- * _____ Advise your Case Manager of doctor/dental appointments as soon as they are made. This is for yourself or immediate family members only.
- _____ Call your Case Manager or the Deputies if you need to leave home for urgent or emergency care. Call as soon as possible and proceed immediately to the nearest hospital. Voicemail messages may be left in these instances; however, voice-to-voice contact must be made as soon as possible.
- _____ Provide documentation for any and all medical or dental visit/treatments. This includes routine, urgent care and emergency visits.
- _____ Employment and/or school attendance are subject to Case Manager verification and Sergeant approval and must not interfere with program rules and conditions.
- * _____ Inform your Case Manager of any additional active or new criminal cases in Contra Costa County or other counties.
- * _____ The installation of a second monitor by a county other than Contra Costa County is prohibited while enrolled on a CAF program. Inform your Case Manager if the installation of another monitor is a condition stipulated by another county.
- * _____ Behavior with CAF staff must be professional at all times. Poor attitude and/or uncooperative behavior may result in return to physical custody.

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CONDITIONS Continued...

- * _____ Make direct contact with CAF staff yourself. Interference or calls from family and friends will not be accepted. The conduct of your family and friends at CAF and in your home are your responsibility. You will be held accountable for interference by and behavior of family and/or friends.
- * _____ Deputies will be equipped with body-worn cameras at the CAF office and during house (home) checks.
- * _____ Repeated tardiness may result in your return to physical custody.
- * _____ Missing a weekly office visit without prior permission may result in your return to physical custody.

I hereby consent to the foregoing Terms and Conditions of Release. I understand that any violation of the conditions may result in my immediate arrest and return to physical custody. I have reviewed these conditions and agreement with the CAF program Case Manager and have received a copy of same.

Participant Signature - _____ Date

Case Manager - _____ Date

YOUR RIGHTS ON THE PROGRAM

I understand that the Custody Alternative Facility recognizes that program participants have certain rights relative to the conditions or type of supervision. They are:

- The freedom from discrimination based on race, religion, national origin, sex, age, handicap or political belief or any other protected class.
- The right to participate in local, state and federal elections.
- The availability of a written grievance procedure that includes at least one level of appeal.
- Access to clergy for legitimate religious practices, subject only to the limitations necessary for supervisory control.
- Access will not be denied or limited to any of the following: Courts, counsel, program officials, government officials, and administrators of the grievance systems. Participants seeking judicial or administrative redress will not be subjected to reprisals or penalties as a consequence.
- The expectation that unnecessary force, embarrassment or indignity will be avoided during searches.
- Not to be subjected to any form of punishment, which is cruel, corporal or harassing.
- Interpretation of regulations will be the least restrictive necessary to the security level of the participant.

I have read/had read to me and have been given a copy of the rights described on this form.

Participant Signature - _____ Date

Case Manager - _____ Date

CONTROLLED SUBSTANCE AND ALCOHOL AGREEMENT

I agree that I may be either rejected or denied further consideration for acceptance, or participation, into any of the Custody Alternative Facility programs for any of the following reasons:

- Refusal to submit to a random drug test (either urinalysis or intoxilyzer). A refusal may be considered a positive test.
- Submitting a test, and that test shows positive for a non-prescribed or unlawful controlled substance (drug) and/or alcohol, including tetrahydrocannabinol (THC).
- Failing to provide a sample test after three (3) attempts (either urinalysis or intoxilyzer). Failure to test upon request will be considered the same as a refusal, and this may cause me to be returned to physical custody regardless of the reason.

I also agree:

- To be prepared to give a urine test at every office visit.
- That urine tests showing a result of “diluted” can lead to consideration and/or a determination that my urine test was manipulated.
- That I may be called into the Custody Alternative Facility at any time to provide a random urine test.
- Not to use, possess, or have under my control, any drug, narcotic or drug paraphernalia, unless prescribed to me by a licensed physician, and that no alcoholic beverages, products containing THC, narcotics or paraphernalia will be in the home, or on the property where I reside while on the program.
- Not to use any over the counter medications without my Case Manager’s knowledge, and not to use any that contain alcohol or pseudoephedrine (Sudafed).
- To provide proof of prescription medications in my name upon request.
- To completely abstain from the use of alcoholic beverages, including non-alcoholic beer.
- Not to frequent any place where alcohol is the main order of business. (Participants will not be allowed to recreationally visit casinos, bars, or similar businesses.)
- Not to associate with ex-felons, persons with a criminal history, gang members, or any person that CAF staff advises against associating with.
- Not to have a social gathering of more than two (2) adults (other than residents) at home without approval by CAF staff.
- To participate in a counseling program as prescribed by the court, and not to leave or terminate any such counseling program prescribed by the court without the express consent of the court.
- That I understand that this agreement extends from the time of my interview for acceptance into any of the CAF programs, to my prospective release date.

I have read and fully understand the meaning and intent of this agreement.

Participant Signature - _____

Date

Case Manager - _____

Date

UNAUTHORIZED EQUIPMENT REMOVAL AGREEMENT

I fully understand and agree to the following:

- * _____ I will not intentionally tamper and/or cause damage to the equipment assigned to me.
- * _____ I will not unnecessarily remove the equipment from my ankle. Equipment removal must be performed either by a Case Manager or Custody Alternative Facility Deputy. In the event of a medical emergency, in which the equipment must be removed, I agree to provide medical documentation and immediately contact a Case Manager or Custody Alternative Facility Deputy for further reporting instructions and requirements.
- * _____ I will notify my Case Manager and/or Custody Alternative Facility Deputies immediately if the ankle device comes off.
- * _____ That intentionally tampering, removing or damaging the equipment will result in:
- Removal from the program
AND/OR
 - My immediate return to physical custody and a charge of escape pursuant to Penal Code Section 4532:
 - 4532(a)(1) – Misdemeanor: punishable by imprisonment in the state prison for a determined term of one year and one day, or in a county jail not exceeding one year.
 - 4532(b)(1) – Felony: punishable by imprisonment in the state prison for 16 months, two years, or three years, to be served consecutively, or in a county jail not exceeding one year.

By Initialing above and signing below, I certify that I have read and fully understand the meaning and intent of this agreement.

Participant Signature - _____

Date

Case Manager - _____

Date

EHD PARTICIPANT EQUIPMENT AGREEMENT

I acknowledge receipt of the following equipment:

- **GPS** (Damage/Loss Value: \$850.00)
- **Charger** (Damage/Loss Value: \$50.00)
 - I accept and understand my responsibility for the care and protection of this equipment.
 - I also understand I will be held financially responsible for any damage and/or loss of the equipment while it is in my care.
 - I will promptly surrender this equipment to the EHD program staff upon demand or on my date of release.
 - I further understand and agree that Contra Costa County, its officials, employees and agents are not liable for any damages or other costs incurred subsequent to my wearing, using or tampering with the electronic monitoring equipment.

ANKLE DEVICE CONDITIONS

- The ankle device can go on the inside or outside of either leg.
- You are to notify your Case Manager immediately if the ankle device comes off and come to the office as soon as possible or as directed.
- The ankle device must be charged for one full hour in the morning and one full hour in the evening. Each charging cycle must be 10 to 12 hours apart. Some instances may require more frequent charging. Failure to properly maintain the charge of your device is a program violation and may result in return to physical custody.
- The ankle device is water resistant. Showers are okay, but not baths. DO NOT SUBMERGE the device.
- DO NOT use a waterbed or electric blankets.
- You will be held accountable for hearing and responding to calls, alerts, and visits from staff.
- If needed, you will return immediately to CAF to exchange equipment at any time while on the program.
- All equipment and accessories must be returned for inspection on your date of release. You may be sent home to pick up any piece that is missing before you are released from the program.
- Refer to your Participant User Guide for explanations of your anklet's vibrations and/or flashing lights.

I HAVE READ THE ABOVE INSTRUCTIONS CONCERNING THE EQUIPMENT THAT WILL BE ASSIGNED TO ME WHILE ON THIS PROGRAM.

Participant Signature - _____

_____ Date

Case Manager - _____

_____ Date