

Judicial Options.Com

*GPS Supervised Offender-Paid Electronic Monitoring
For Non-Violent, Employed Persons*

EM Contract

Program Rules & Regulations

It is imperative that you carefully read and **clearly understand** the following program rules and regulations **before** you are placed on the *Judicial Options.Com GPS Supervised Offender-Paid Electronic Monitoring Program*.

If at any point during your enrollment you believe you cannot follow the stated rules and regulations, you need to inform your Attorney, Probation Officer or Case Manager and your Enrollment process will be stopped and a notice forwarded to the referring court or agency regarding your failure to enroll due to your inability to comply with the program requirements.

Your initials after each paragraph and your Signature at the end of this document will be evidence of your understanding of these program requirements AND your willingness to comply with these program standards.

If you do not understand any of these rules, you must ask a representative of **Judicial Options.Com** at **(888) 942-7770** to explain them to you **before** you initial and/or sign this document.

Acknowledgement of Program Requirements

I understand that a *Notice of Violation Reports* will be sent to the Court, Sheriff's Department, Probation Department, or any other designated agency, and that at any time while I am on the *Supervised Electronic Monitoring (House Arrest) Program*, **I can be immediately taken back into custody** to serve the balance of my sentence or to await trial for any program violations which can include but not limited to the following: *Participant's Initials:* ()

1. I agree to admit any person or agent designated by the Court, Probation or **Judicial Options.Com** into my residence and/or submit my person, property, residence and vehicle to search and seizure without warrant or probable cause at any time for the purpose of verifying my compliance with the Program Rules, Regulations and Conditions. *Participant's Initials:* ()
2. If ordered by the Court or Probation Department, I will enroll or continue with any Counseling or Drug Rehabilitation Programs. *Participant's Initials:* ()

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3. I will not violate any laws while on the Offender-Paid Supervised Electronic Monitoring (*House Arrest*) Program. *Participant's Initials:* ()
4. I must report any contact with Police, Fire or Medical Personnel to a representative of **Judicial Options.Com** immediately. *Participant's Initials:* ()
5. I agree to show a representative of **Judicial Options.Com**, Probation Officer or any other designee any Prescription Drugs that I am taking that have been legally prescribed by a licensed Doctor in the State of California. I understand that over the counter medications or oral hygiene products that have Alcohol, as an ingredient **may not be taken** while I am on the Offender-Paid Supervised Electronic Monitoring (*House Arrest*) Program. *Participant's Initials:* ()
6. I understand that my **unauthorized departure**, my failure to return to my residence, my presence in an *exclusion zone* or my not being present in an *inclusion zone* at the appropriate times **can result in termination** of the Offender-Paid Supervised Electronic Monitoring (*House Arrest*) Program and may result in confinement. All violations will be reported to the appropriate jurisdiction. *Participant's Initials* ()
7. I agree to remain within the schedule and geographical locations assigned by the *Minute Order* issued by the Court. *Participant's Initials:* ()
8. I agree to comply with any additional conditions set forth by the Court, Probation Department or Sheriff's Department. *Participant's Initials:* ()
9. I agree **not to possess** on my person, in my vehicle, or in my place of residence any **Alcohol, Intoxicants, Illegal Drugs/Narcotics or Deadly Weapons**. *Participant's Initials:* ()

Program Equipment

1. I agree to the use of Offender-Paid Supervised Electronic Monitoring Device called BluTag® GPS Ankle Monitoring Bracelet and any other Equipment (additional fees may be required) deemed necessary for the express purpose of helping verify my compliance with the Rules and Regulations of the **Judicial Options.Com** Offender-Paid Supervised Electronic Monitoring (*House Arrest*) Program. *Participant's Initials:* ()
2. I understand that once the BluTag® GPS Ankle Bracelet is installed, attempting in any way to remove, tamper with or damage any part of the Equipment will result in a **Violation** and I can be **terminated** from the program and remanded back into custody to serve the balance of my sentence for violating the Terms and Conditions of the program. *Participant's Initials:* ()
3. I understand and agree that I am financially responsible for **all program Equipment** both on my person and in my residence. **If any Equipment is damaged, stolen or lost, I will be required to pay up to \$3,000 to replace the Equipment.** I understand that a **Letter of Completion will not be sent** to the Court or the Probation Department until **all Equipment is returned and all Invoices are PAID IN FULL.** *Participant's Initials:* ()
4. I understand that in order for the Equipment to work, I must maintain electrical service (Charging Unit is included with the installation of the BluTag® GPS Ankle Bracelet) which means charging the GPS ankle bracelet for a **minimum of 30 minutes** in the

P.O. Box 731 – Hemet, CA 92546-0731
(888) 942-7770 Office – (951) 658-8115 – Fax

E-Mail: customerservice@judicialoptions.com – Website: www.judicialoptions.com

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Morning and a **minimum of 30 minutes** in the evening. You will be fitted with a BluTag® GPS Ankle Bracelet; once the Unit is installed onto your person, **it must remain on your ankle through the duration of your sentence.**

Failure to Charge the Unit will cause the Unit to **emit a loud audible tone** until the Unit is placed on its Charger. Failure to Charge the device and result in a **Violation** of our Terms and Conditions and you may be terminated from the program. If you plan to move while on our program, you need to notify our office **immediately** with the new address information. *Participant's Initials:* ()

Program Schedules

1. I understand and agree that my schedule and locations will be sent at the time of my Enrollment to **Judicial Options.Com**, my Probation Officer and to the Court in compliance with all Terms and Conditions of the Court of my sentence. I may be scheduled out of my home for work, counseling, drug or alcohol treatment/meetings and any additional activities only with written/verbal approval by a **Judicial Options.Com** representative. Once the schedule is determined, it will be rigorously enforced: **IT IS ABSOLUTELY CRITICAL THAT I COMPLY WITH THIS SCHEDULE.** Any deviation in my schedule must be **pre-approved** by my Probation Officer (if there is no Probation Officer, I must contact **Judicial Options.Com** immediately with all the changes 24 hours in advance and documented in writing via E-Mail (customerservice@judicialoptions.com) or faxed to **(951) 658-8115**. Advance permission from my Probation Officer to change the work schedule in any way, including overtime work must be received by **Judicial Options.Com** in writing at the aforementioned E-Mail address and Fax telephone number. **Without 24-hour advanced notice, my request is likely to be denied.** It is my responsibility to plan ahead all of my activities so that last minute changes do not occur. **Last minute changes will not be granted** unless it is a Medical Emergency. I must obtain prior approval from my Probation Officer or designee for Medical treatment except for Medical Emergencies (pertaining to myself only). Proof of Medical attention will be required on the following business day, *Participant's Initials* ()

Employment

2. I understand that **Judicial Options.Com** reserves the right to contact your Employer if you abscond with the GPS Ankle Bracelet and Charger; do not pay your Invoice(s) on time and you move without informing **Judicial Options.Com** of your new address. *Participant's Initials:* ()

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Note: Judicial Options.Com will not contact your Employer for any reason except for the aforementioned reasons. We maintain a strict Confidentiality Policy on all of our clients.

Meetings

3. I understand and agree that as part of my participation in the Offender-Paid Supervised Electronic Monitoring (*House Arrest*) program, it will be **mandatory** that I report in person or by telephone to **Judicial Options.Com** for regularly scheduled Compliance Meetings if needed. At these meetings I will discuss my progress in the program. It will also be **mandatory** that I bring and/or E-Mail, Fax all documentation of my activities as well as the agreed upon program fees. If complete documentation is not provided or fees not paid, I understand I may be terminated from the program. I understand that all Invoices must be PAID upon receipt. Failure to do so may result in being terminated from the program. *Participant's Initials:* ()

Driving Privileges

4. I understand and agree that if I am driving a vehicle while enrolled in the Offender-Paid Supervised Electronic Monitoring (*House Arrest*) Program, I will be required to provide a **valid California Driver's License** (out-of-state is acceptable but **it must be valid.**) Proof of Insurance, vehicle registration, and license plate number must be provided as evidence to **Judicial Options.Com**. If my Driver's License has been suspended or revoked, I will not be allowed to operate a motor vehicle while on the program and may be **terminated** for doing so. Changes in my authorized transportation arrangement **without prior approval** may result in a **Violation**. *Participant's Initials:* ()

Program Fee Agreement

5. I understand and agree that **all payments** must be made only by Money Order or Cashier's Checks **only**. The **Judicial Options.Com** staff will determine the daily rate through a financial assessment based a sliding income scale. The minimum daily rate is \$15.00. There is one-time, non-refundable Enrollment/Installation Fee of \$150.00. If I need to Travel to another part of California for work, there is an additional fee of \$125.00 for each Travel Authorization Letter to the TSA for each Departure Airport. (These Travel Authorization Letters tells the TSA that you are wearing the BluTag® GPS Ankle Bracelet and to screen you in a separate private area to protect your privacy rights.) I will be required to provide financial documentation to support my financial claims. **REFUSAL TO PAY PROGRAM FEES AT LEAST TWO FULL WEEKS IN ADVANCE WILL RESULT IN TERMINATION FROM THE OFFENDER-PAID, SUPERVISED ELECTRONIC MONITORING (HOUSE ARREST) PROGRAM.** *Participant's Initials* ()

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6. Additional fees may be required: *Participant's Initials:* () Drug Testing: \$50.00 per Test, **TO RETURN EQUIPMENT:** \$15.00 per day until receipt of Equipment. Lost, Damaged or Stolen Equipment: minimum \$1,500 up to \$3,000. The participant may also incur additional fees for Equipment replacement, adjustment of GPS Ankle Bracelet.
7. **Length of Term on Offender-Paid Supervised Electronic (House Arrest) Program:** I understand that my length of term on this program will be determined by the Court's Minute Order. **Judicial Options.Com is not authorized** to make any adjustments to the sentence; therefore I must serve the entire sentence unless otherwise ordered by the judge. *Participant's Initials:* ()

Client Agreement

I the undersigned have read fully understand and agree to comply with the Rules and Regulations outlined in the aforementioned including the Terms and Conditions of the **Judicial Options.Com** Offender-Paid Supervised Electronic Monitoring (*House Arrest*) Program.

I have been advised that my participation in the program **is voluntary** and I hereby Consent to participate in the program. The guidelines have been explained and a copy given to me to comply with all Program Rules and Regulations. I further understand that failure to follow the Program Guidelines may result in my immediate return to Custody without Warrant or Court Order to serve the balance of my sentence or await trial. I also understand that for any reason if I am removed or terminated from the program, I am responsible for the fees that I have incurred. I further understand that if I am removed from the program or decide to quit, I am not entitled to a refund on my enrollment, installation, court or assessment charges or Offender-Paid Supervised Electronic Monitoring (*House Arrest*) payments or fees. I agree that if I fail to fulfill any payment obligation, I give Judicial Options.Com the right to seek restitution through whatever means that are necessary and available, including the garnishment of wages from my employer (s) and/or placement of liens or recovery against any asset owned by me. *Participant's Initials:* ().

I HAVE READ AND RECEIVED A COPY OF THE AFOREMENTIONED RULES AND REGULATIONS PAGES ONE THROUGH FIVE AND AGREE TO COMPLY WITH THE TERMS AND CONDITIONS OF THE OFFENDER-PAID SUPERVISED ELECTRONIC MONITORING (HOUSE ARREST) PROGRAM. *Participant's Initials:* ()

Participant's Name (Please Print Clearly)

Participant's Signature/Date: _____

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