

EXHIBIT "A"

GENERAL CONDITIONS OF COURT-ORDERED HOUSE ARREST AND ELECTRONIC MONITORING

Defendant: _____ Case Number: _____
 (Last) (First) (M.I.)
 Address: _____ Home Phone: (____)_____
 (Street Number & Name)
 _____ Cell Phone: (____)_____
 (Apartment Number)
 _____ D.O.B. _____ Sex: M F
 (City) (State) (Zip)
 Place of Employment: _____ Supervisor: _____
 Employer's Address: _____ Work Phone: (____)_____

MONITORING INFORMATION

Offense(s): _____
 Bond violations shall be forwarded directly to the presiding court. All other violations shall be forwarded to:
 Supervising Officer: Associate Court 1/Lisa Paradis Phone:(979) 361-4540 Fax: (979) 361-4559
 Participant to serve Days (Day for Day) As a Condition of Probation (No Jail Time Credit)
 Passive GPS Active GPS SCRAM Soberlink Drug Patch Random Urine Screens

PERMITTED ACTIVITIES (Documented by the Participant)

- ✓ Employment
- ✓ Medical/Dental/Mental Health Appointments
- ✓ School (Classes & Labs)
- ✓ Court/ Probation
- ✓ Community Service
- ✓ Other: _____
- ✓ Vocational Training
- ✓ Recovery Meetings
- ✓ DMV/DPS

GENERAL INFORMATION

The Brazos County House Arrest and Electronic Monitoring Program ("Program") allows you to serve your county jail sentence at your home. The Program is administered and monitored by Recovery Healthcare Corporation ("Provider") under the general supervision of the Brazos County Sheriff's Office ("Sheriff"). The Provider's local office is located at 1835 Sandy Point Road, Suite 1600, Bryan, Texas 77807. The Provider's telephone number is 979-361-4985 or 979-361-4874.

GENERAL RULES AND CONDITIONS

Under the terms of this Program you **must stay inside your residence at all times**. When traveling for approved activities, you are not permitted to make any stops between your home and destination. Permitted activities are as follows:

PERMITTED ACTIVITIES (Properly scheduled, verified and pre-approved by Provider)

1. Traveling to and from your residence to your place of employment or during the course of employment as coordinated, approved and verified by the Provider. A maximum daily total of forty-five (45) minutes is allowed for

travel to and from your place of employment unless otherwise ordered by the Court or pre-approved by the Provider or the Sheriff.

2. Traveling to and from your residence and educational facility when you are attending school, college or vocational training pursuant to a schedule that is coordinated, approved and verified with the Provider. A maximum daily total of forty-five (45) minutes is allowed for travel to and from your place of employment unless otherwise ordered by the Court or pre-approved by the Provider or the Sheriff. Please note, study groups and library study time is not an approved activity.

3. Reporting to court, probation, recovery meetings, counseling, and community service.

4. Transporting children, living in your household and for whom you are the primary legal conservator, to and from school during normal school hours.

5. Obtaining non-emergency medical/dental/mental health treatment. Visits to the hospital emergency room will not be excused except in the event of an actual emergency.

6. A maximum of 2 undocumented hours per week is allowed for personal business.

7. Attending meetings with the Provider, the Sheriff, or the Court as directed.

Your work or school schedule must be coordinated with the Provider, and this schedule will be strictly enforced. medical/dental/mental health appointments must be reported and verified to the Provider in advance. You must consent to 1) the full release and verification of scheduling and attendance information by your physician or other healthcare provider to the Provider, the Sheriff and the Court, and 2) the full release and verification of scheduling and attendance information by your employer or the educational institution you are attending. In the event of a medical emergency, you must notify the Provider immediately, and you must provide written proof of your emergency to the Provider as soon as possible. You must provide any information requested by the Provider or the Sheriff to verify your schedules and/or compliance.

ANY variations in your schedule must be **pre-approved** by the Provider in coordination with the Sheriff, and must be documented in writing. The Court has authorized the Sheriff to allow variations with good cause (i.e. attending a funeral, relocating residences, etc.). Only properly requested schedule variations that are verified and deemed justified in the discretion of the Provider and the Sheriff will be approved. Such requests must be communicated to the Provider at least 24 hours in advance.

If the Provider or the Sheriff reports to the Court that 1) you have violated the Court's Order for House Arrest and Electronic Monitoring, these General Conditions, or any terms of the Judgment and/or Sentence in your case, or 2) any event has occurred which causes this order to be subject to termination, the Court will decide, **WITHOUT A HEARING OR NOTICE TO YOU**, if a violation or such an event has occurred. The Court will then make a determination whether or not to rescind or revoke the Order permitting electronic monitoring. If this Order is rescinded or revoked, you will be remanded into the Sheriff's custody to serve the remainder of your sentence in jail. **If revoked, you will only receive day for day credit. You will NOT receive good time credit.** You will receive credit for days served on the monitor and actual days previously served in jail.

If the court reviews your violation and determines that an admonishment, rather than revocation is appropriate, the Provider will contact you to personally appear at their office, **with your equipment**, to sign a NOTICE OF GPS VIOLATION ON THE ELECTRONIC MONITORING PROGRAM (Admonishment Form). You must appear and sign the Admonishment Form before 3 p.m. the same day that you are contacted by the Provider. Failure to appear and sign the Admonishment Form on that same date will result in revocation.

YOU MAY NOT contact the Court directly, except as directed by the Provider, regarding any terms of this Order or in the event of the revocation of this Order. DO NOT have anyone contact the Court directly on your behalf. THE COURT WILL NOT DISCUSS YOUR CASE OR THE TERMS OF THE MONITOR WITH ANYONE CALLING ON YOUR BEHALF.

You are responsible for all costs of your food, shelter, and medical, dental and mental health care. The privilege of participation in the Program carries with it the responsibility to care for yourself. The conditions of your participation in the Program provide you with a reasonable opportunity to obtain medical, dental and mental health care of your own choosing.

Your activities in applying for or seeking medical benefits assistance from a government or non-profit agency will be considered medical appointments for purposes of these conditions.

ELECTRONIC MONITORING REQUIREMENTS

1. **You must have electricity in your home.** Generators, long extension cords or battery-powered devices are not acceptable and may be grounds for termination from the Program. Failure to properly charge your battery as directed by the Provider or allowing your battery to die, for any period of time, can result in revocation.

2. **You must have telephone service.** A landline is not required; cell phone service is acceptable. You must answer telephone calls from the Sheriff or the Provider, regardless of the time of day or night. You may not block or restrict calls from the Sheriff or the Provider.

3. **You must make timely payments.** At your first visit, you are required to pay a \$75.00 non-refundable enrollment fee. In addition, you will also be required to pay monitoring fees in advance on a bi-weekly basis. You understand that you will be charged for a minimum of 20 days, even if the actual days served are less than 20.

4. **You must keep the electronic monitoring equipment properly connected at all times.** Furthermore, you must keep the equipment properly charged in accordance with the Provider's instructions.

5. **You must maintain equipment.** You shall not tamper with or damage the equipment and you shall report any equipment malfunction or damage to the provider immediately.

6. **You must report as directed.** You shall report in person or by telephone, to the Provider, the Sheriff, or the Court as directed. Documentation to mitigate any violations shall be delivered to the Provider no later than 3:00 p.m. the next business day.

7. **You understand that this is HOUSE ARREST.** You must remain within the walls of your residence except as allowed by these conditions or approved by the Provider. Outdoor activities at your residence, outside of your residential structure, will not be allowed.

8. **You shall not be arrested for any new offense or for outstanding warrants.** By applying for this Program, you are representing that no unsatisfied citations or warrants for your arrest exist or may exist.

9. **You shall not use, possess, or consume any alcohol, controlled substances, synthetic substances or marijuana.** You must call 979-676-4944 every morning by **9:00 a.m.** to hear the colors called for testing that day. If your color is called, you must report no later than **4:00 p.m.**, Monday through Friday and 9:00 a.m. to 11:00 a.m. on Saturday. You must also report when requested by the Provider, Sheriff or Court. You must pay for all drug and/or alcohol testing. If you fail to appear for testing on your designated day, you will be REVOKED. **All testing is by urine sample (no exceptions) and collection of the sample is observed by the Provider or Sheriff.** Once you appear for testing, you may not leave the facility until the sample is collected. If you are unable to provide a sample within one hour of arrival, this will be considered a refusal and you will be REVOKED. **Any positive screen will result in REVOCATION (even if use was prior to placement on the monitor).** Testing from other facilities will not be considered. Diluted screens will be considered positive. Any confirmations must be requested in writing and paid for in advance. You must take all prescribed medications, in the bottle, to the provider for proper documentation in your file. Failure to notify Provider of prescribed medication, with a subsequent positive, will result in REVOCATION.

10. **You must comply with Provider Contracts.** You are responsible for making certain that you understand all rules and terms of the electronic monitoring program.

11. **You must remain current on all payments.** All departments work together to ensure compliance with this program; therefore, you must remain current on all payments for court costs, attorney's fees, fines and restitution due and payable under any order or judgment of the Court in your case, in addition to Program fees.

12. **You must submit to SCRAM monitoring.** You understand that for all cases originally filed as a DWI 2nd or more and all DWI with BAC \geq .15 cases, you will be required to wear a SCRAM monitor in addition to your GPS electronic monitor. Any result of a .03 or greater will be considered an alcohol event and you will be REVOKED.

13. **You may not be employed by a family member.** You cannot be employed by a family member unless the business is registered and/or licensed and you complete a time sheet and receive a company issued check.

ELECTRONIC MONITORING COSTS

Enrollment Fee

To cover administrative costs of enrollment and coordination of monitoring terms and schedule for the participant in the Program, you must pay, on the date you are enrolled in the Program, a non-refundable enrollment fee of \$75.00 and advance payment of the first 20 days of monitoring. You will be required to pay monitoring fees in advance on a bi-weekly basis. You will be charged for a minimum of 20 days, even if the actual days served are less than 20.

Monitoring Fees

You must pay a daily fee to participate in the Program directly to the Provider in the following amounts.

<u>DUE AT ENROLLMENT</u>	<u>COST</u>	<u>DAILY COST BEGINNING DAY 21</u>
GPS Monitoring	\$235.00	Passive - \$8.00; Active – \$10
GPS w/SCRAM	\$490.00	\$17.00 w/home phone /\$ 17.65 w/Ethernet
SCRAM ONLY	\$435.00	\$12.00 w/home phone / \$12.65 w/Ethernet
SOBERLINK ONLY	\$255.00	\$6.00

PER USAGE FEES

UA (alcohol & drugs): \$20.00 UA (drugs): \$10.00 Lab Confirmation: \$16.00 per drug Drug Patch: \$67.00
(Prices are subject to change without notice)

You may elect to pay for the entire cost in advance, or on a payment plan option, which the Provider will explain at enrollment. Payments must be made bi-weekly, in advance, unless your contract provides otherwise.

REVOCATION – ZERO TOLERANCE PROGRAM

Participation in the Program is a **PRIVILEGE** granted to you in the Judge's sole discretion. It is **NOT** a right or an entitlement. Your participation in the Program may be terminated at any time if the Judge determines such action is appropriate.

Your failure to comply with any of the conditions in this Order, or with any conditions contained in the order authorizing your participation in the Program may result in the revocation of your participation in the Program, your re-arrest, and the completion of your sentence in jail.

Program violations include, but are not limited to your:

- Being at an unapproved location;
- Stopping at unapproved locations during the course of your travel;
- Returning home later than your schedule allows;
- Leaving home earlier than your schedule allows;
- Being in an area that is not allowed by your Court-ordered restrictions;
- Falsification of information to the Provider or the Sheriff;
- Failing to provide proper documentation of employment, appointments, etc.
- Failing to pay Program fees (if applicable);
- Failing to maintain electrical service for any reason;
- Failing to charge equipment as directed by the Provider;
- Tampering with or attempting to remove the transmitter;
- Tampering with or damaging any part of the electronic monitoring equipment;
- Using alcohol, controlled substances, synthetic substances or marijuana while on the Program;

- Committing a new offense, or being arrested for any reason;
- Failing to report for alcohol/substance use or failing to provide a sample as directed;
- Failing to remain current on fines, court costs, attorney's fees and restitution.

You understand that revocation from the electronic monitoring program will render you ineligible for all work release programs, including electronic monitoring, on future offenses.

The monitoring equipment issued to you by the Provider is expensive and is *your responsibility*. If equipment is damaged, lost, or destroyed you will be required to pay for the replacement cost of the equipment. Upon completion of your monitoring period, you must return all equipment to the Provider's office in working order. This is a requirement for your successful completion of the Program.

GOOD TIME CREDIT

You **WILL NOT** receive good time credit while enrolled in the Program. You **WILL NOT** receive good time credit if removed or revoked from the Program for a violation. You will, however, receive credit for all time actually served in jail or successfully completed on the monitor.

WAIVER OF RIGHTS

As authorized by Article 1.14 of the Texas Code of Criminal Procedure, by your signature below you acknowledge that you hereby waive any right (if any) to a hearing or any other process prior to revocation of your participation in the Program for a violation of these conditions reported to the Court by the Sheriff. This waiver is a condition of eligibility to participate in the Program, and the Court is granting you the privilege of participating in the Program based on your acknowledgment and waiver herein.

ACKNOWLEDGMENT OF DEFENDANT. I have read or have had read to me and received a copy of the aforementioned General Conditions of Court-Ordered House Arrest and Electronic Monitoring and I agree to comply. I further acknowledge that I understand that by signing below **I AM WAIVING ALL RIGHTS (IF ANY) I MAY HAVE OR I MAY LATER CLAIM TO A HEARING, NOTICE OR ANY OTHER LEGAL PROCESS** prior to revocation of my participation in the Program for 1) a violation of these conditions, or 2) the occurrence of an event which could terminate my participation, as reported to the Court by the Provider or the Sheriff. I further understand that if revoked, I will not receive any good time credit.

Defendant

Date