EXHIBIT A: GENERAL BOND CONDITIONS OF ELECTRONIC MONITORING

Cause No.: _____

Defendant: _____
(Last) (First) (M.I.)

Address: _____
(Street Number & Name)

_____
(Apartment Number)

_____
(City) (State) (Zip)

Email: _____

Home Phone: (____)_____

Cell Phone: (____)_____

D.O.B. _____ Sex: ☐ M ☐ F

Place of Employment: _____

Supervisor: _____

Employer's Address: _____

Work Phone: (____)_____

MONITORING INFORMATION

Offense(s): _____

Bond violations, including nonpayment, shall be forwarded directly to the presiding court at the following email: _____@brazoscountytx.gov AND to the State At _____@brazoscountytx.gov.

All other violations shall be forwarded to: Miguel Cantu at Email: STEM@brazoscountytx.gov.
Telephone (979)361-4545; Fax: (979) 361-4559

Until further order of the Court, Participant shall abide by (mark all that apply):

☐ Curfew only From _____:____ ___. M. to _____:____ ___. ☐ 24 Hour House Arrest ☐ Work Schedule Conditions

☐Passive GPS ☐Active GPS ☐ SCRAM ☐Soberlink ☐ Drug Patch ☐Random Urine Screens

PERMITTED WORK RELEASE 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 Program is administered and monitored by Recovery Monitoring Solutions ("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**.

You must call and make an appointment prior to the date ordered by the Court. You are responsible for all fees of electronic monitoring and substance testing. Failure to pay can result in bond revocation.

GENERAL WORK RELEASE RULES AND CONDITIONS

Under the terms of this Electronic Monitoring Program (Program), ☐ you **must stay inside your residence at all times** that you are not working, attending school or attending other permitted activities listed above. When traveling for approved activities, you are not permitted to make any stops between your home and destination.

Permitted activities for those under house arrest 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.
8. Reporting to Community Supervision.

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 may decide 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 and a new bond will be set.

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 a BOND CONDITION**. You must comply with the terms set forth in in bond conditions.
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**. If you are on supervised bond, you will comply with the substance testing of the Brazos County community supervision and corrections department. If not on supervised bond, 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.
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 >=.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.

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.

DUE AT ENROLLMENT	COST	DAILY COST BEGINNING DAY 21
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.

CURFEW ONLY

If you are being monitored for curfew only, you must be in your residence at the times indicated on page 1 of this document.

24 HOUR HOUSE ARREST

If your bond condition requires 24 house arrest, you are only permitted to leave your home for emergency purposes, to attend court, report to your office or for other matters approved by the court.

ACKNOWLEDGMENT OF DEFENDANT. I have read or have had read to me and received a copy of the aforementioned General Bond Conditions of Electronic Monitoring and I agree to comply. I further acknowledge that I have received a copy and fully understand all terms of my bond conditions. I understand that failure to comply with bond conditions, including this monitoring device, may result in revocation of my bond.

Defendant Date