

EXHIBIT A: GENERAL CONDITIONS OF COURT-ORDERED HOUSE ARREST AND ELECTRONIC MONITORING

Cause No.: _____

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

MONITORING INFORMATION

Offense(s): _____

Bond violations shall be forwarded directly to the presiding court. All other violations shall be forwarded to: Miguel Cantu at: Email: STEM@brazoscountytexas.gov. Telephone: (979)361-4545; 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 ☐ Portable Alcohol Monitor ☐ Drug Patch ☒ Random Urine Screens

PERMITTED ACTIVITIES (Documented by the Participant)

- | | | |
|---|---|---------------------|
| ✓ Employment | ✓ Court/ Probation | ✓ Community Service |
| ✓ Medical/Dental/Mental Health Appointments | ✓ School / Vocational Training (Classes & Labs) | |

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 Monitoring Solutions (RMS) under the general supervision of the Brazos County Sheriff's Office (Sheriff). RMS's local office is located at 1835 Sandy Point Road, Suite 1600, Bryan, Texas 77807. RMS telephone number is **979-361-4985 or 979-361-4874**. **You must call and make an appointment prior to the date on your jail order.** The date on your jail order is your deadline; not your appointment. You are responsible for all fees of electronic monitoring and substance testing.

CRIMINAL OFFENSE

Sec. 38.112. **TAMPERING WITH ELECTRONIC MONITORING DEVICE.** (a) A person who is required to submit to electronic monitoring of the person's location as part of an electronic monitoring program under Article 42.035, Code of Criminal Procedure, or as a condition of community supervision, parole, mandatory supervision, or release on bail commits an offense if the person knowingly removes or disables, or causes or conspires or cooperates with another person to remove or disable, a tracking device that the person is required to wear to enable the electronic monitoring of the person's location.

(b) An offense under this section is a state jail felony, except that the offense is a felony of the third degree if the person is in the super-intensive supervision program described by Section 508.317(d), Government Code.

(c) This section does not apply to the removal or disabling of a tracking device by a health care provider, as defined by Section 161.201, Health and Safety Code, due to medical necessity.

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 RMS)

1. Traveling to and from your residence to your place of employment or during the course of employment as coordinated, approved and verified by RMS. 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 RMS 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 RMS. 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 RMS, the Sheriff or Court. Please note, study groups and library study time are 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 RMS, the Sheriff or the Court as directed.

Your work or school schedule must be coordinated with RMS, and this schedule will be strictly enforced. Medical/dental/mental health appointments must be reported to and verified by RMS 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 RMS, 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 RMS immediately, and you must provide written proof of your emergency to RMS within 24 hours. You must provide any information requested by RMS, the Sheriff or Court to verify your schedules and/or compliance.

ANY variations in your schedule must be documented in writing and **pre-approved** by RMS in coordination with the Sheriff and Court. 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 RMS, the Sheriff or Court will be approved. Such requests must be communicated to RMS at least 72 hours in advance.

If RMS or the Sheriff reports to the Court that (1) you have violated the Court's Order for House Arrest and Electronic Monitoring, (2) any terms of the Judgment and/or Sentence in your case or (3) 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, RMS will contact you to personally appear at their office, **with your equipment**, to sign a NOTICE OF MONITOR 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 RMS. 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 RMS, 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 RMS 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 RMS, regardless of the time of day or night. You may not block or restrict calls from the Sheriff or RMS.
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 28 days, even if the actual days served are less than 28.
4. **You must keep the electronic monitoring equipment properly connected at all times.** Furthermore, you must keep the equipment properly charged in accordance with RMS' instructions.
5. **You must maintain equipment.** You shall not tamper with or damage the equipment, and you shall report any equipment malfunction or damage, via written and verbal communication, to RMS immediately.
6. **You must report as directed.** You shall report in person or by telephone, to RMS, the Sheriff, or the Court as directed. Documentation to mitigate any violations shall be delivered to RMS 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 RMS. 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 979-321-8443 every morning by **9:00 a.m. or mycallin.com** to hear or see if you are scheduled for testing that day. If your name 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 RMS, 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 RMS or the 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 RMS for proper documentation in your file. Failure to notify RMS of prescribed medication, with a subsequent positive, will result in REVOCATION.

10. **You must comply with RMS 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 28 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 28 days, even if the actual days served are less than 28.

Monitoring Fees

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

DUE AT ENROLLMENT	COST	DAILY COST BEGINNING DAY 29
GPS Monitoring	\$299.00	Passive - \$8.00; Active – \$10
GPS w/SCRAM	\$626.00	\$17.00 w/home phone /\$ 17.65 w/Ethernet SCRAM
ONLY SCRAM	\$327.00	\$9.00 PER USAGE FEES

UA (alcohol & drugs): \$20.00
Drug Patch: \$67.00

UA (drugs): \$10.00
(Prices for testing are subject to change without notice)

Lab Confirmation: Included

You may elect to pay for the entire cost in advance, or on a payment plan option, which RMS 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 rearrest, 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 RMS 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 RMS;
- 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 RMS 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 RMS' office in working order. This is a requirement for your successful completion of the Program. Failure to return properly functioning equipment may also result in a theft charge.

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 all rights (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 RMS or 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 RMS or the Sheriff. I further understand that if revoked, I will not receive any good time credit.

Defendant

Date