

NO. _____

THE STATE OF TEXAS

§

THE COUNTY COURT AT LAW

VS.

§

OF

§

McLENNAN COUNTY, TEXAS

APPLICATION FOR HOUSE ARREST AND ELECTRONIC MONITORING

I, the Defendant, having been sentenced by this Court to a jail term in this cause, apply for house arrest and electronic monitoring as an alternative to confinement. I have read and signed the Order for House Arrest and Electronic Monitoring and understand all waivers I have made therein. I further swear the following facts are true and correct:

Defendant's Full Name _____

Full Address _____

E-Mail Address: _____ Cell: (____) _____

My complete adult criminal record, including deferred adjudication probation and pre-trial diversion, is specified below:

Date	Offense(s)	Punishment (or pre-trial diversion)	Probation	
			Regular/Deferred	Successful?

Employer Name _____
Employer Address _____
Employer Contact _____ Telephone (____) _____

[Attach original, signed letter from employer verifying employment, last pay stub, and complete work schedule]

School Name and address _____

[Attach signed class schedule from school representative verifying enrollment and complete class schedule]

I further request authorization to leave my home for reasons **other than employment** as follows:

<u>Schedule</u>	<u>Destination (include address)</u>	<u>Purpose</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Approved?

Yes No

Defendant's signature: _____ Date: _____

I have advised my client of all waivers contained in, and the consequences of violating the terms of the Order for House Arrest and Electronic Monitoring.

Attorney's signature: _____ Date: _____

____ Approved ____ Denied. This application shall be attached to the Order for House Arrest and Electronic Monitoring.

Test result? _____

Date: _____

Judge Presiding

CAUSE NO. _____

STATE OF TEXAS

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IN THE COUNTY COURT AT LAW

v.

§

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McLENNAN COUNTY, TEXAS

ORDER FOR HOUSE ARREST AND ELECTRONIC MONITORING

The Defendant has been convicted of _____ and sentenced to _____ in the McLennan County Jail and a fine of \$_____, plus costs of court. It appearing to the Court that Defendant is an appropriate candidate for house arrest and electronic monitoring, it is, therefore,

ORDERED, ADJUDGED AND DECREED that the Defendant shall serve the jail sentence as set forth in the Judgment on house arrest, on the condition that Defendant satisfactorily participates in McLennan County's Electronic Monitoring program ("Program"), which is managed by Recovery Healthcare Corporation, ("Provider") until the McLennan County Sheriff's Department ("Sheriff") confirms the Defendant has satisfied the jail sentence, and that all fines and court costs have been paid in full. At the time any monitoring device is fitted and activated, the Defendant's house arrest and electronic monitoring shall begin.

The Sheriff is directed to take custody of the Defendant immediately, unless this Order allows the Defendant to report at a later date, and to keep the Defendant in custody until the Defendant completes the enrollment process and is accepted into the Program. If the Defendant 1) is not accepted into or declines to enroll in the Program, or 2) is arrested by any jurisdiction while enrolled in the Program, this Order shall immediately terminate, Defendant's participation in the Program shall be revoked, and the Sheriff is directed to take custody of the Defendant and to hold the Defendant until the Defendant's sentence, fines and court costs are satisfied.

As a condition of this program, the Defendant is ORDERED to pay all fines and court costs assessed in this cause, in the amount reflected on the Bill of Costs, no later than ____ days following the date of this Order. The Clerk is directed to provide a Bill of Costs with the Commitment to the Provider, and to notify the Provider immediately if the Defendant fails to comply with this Order.

Defendant is ORDERED to comply with the terms of this Order and with the General Conditions of House Arrest and Electronic Monitoring attached hereto as Exhibit "A" and incorporated herein. Defendant will not be enrolled in the Program until the Defendant has signed the General Conditions of House Arrest and Electronic Monitoring.

Defendant is ORDERED to execute a Participant Contract and Fee Contract with the Provider as a condition of participation in the Program and to pay all costs of the Program in the amounts and under the terms established by both McLennan County's Electronic Monitoring Contract with the Provider and the Defendant's contract(s) with the Provider, except, if the Court finds that the Defendant is indigent, the Defendant will not be required to pay the basic costs of the Program, exclusive of 1) damages to or loss of the Provider's equipment and 2) court costs and fines.

Findings: Defendant _____ is not indigent _____ is indigent (*default*)
Monitoring method(s): ___ GPS (*default*) ___ Trans-dermal alcohol ___ Remote portable breath
Additional: ___ Drug Patch (*details* _____)
 ___ UA (*details* _____)
 ___ Hair follicle (*details* _____)
Monitoring level shall be _____ passive (*default*) _____ mid-level _____ high-level

_____ Defendant shall comply with the following special conditions: _____

_____ If checked or initialed by the Court, Defendant shall report to the Sheriff at the office of the Provider, at 520 Columbus Ave., Waco, TX, **immediately OR** (*if checked*) _____ on or before _____, ____m. on _____, to be taken into the custody of the Sheriff until Defendant has been enrolled in the Program.

Failure to comply with the provisions of this Order and its attachments may result in revocation of the Defendant's house arrest and electronic monitoring, in which event the Sheriff will take the Defendant into custody to serve the remainder of the Defendant's sentence in jail.

Signed on: _____

Judge Presiding

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

General Information

The McLennan 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 McLennan County Sheriff's Office ("Sheriff"). The Provider's local office is located on the first floor of the McLennan County Courthouse Annex, (*entrance through the Courthouse only*) at 501 Washington Ave., Waco, Texas. From the 3rd floor of the courthouse, follow the signs to the courthouse annex walkway. Take the walkway into the annex, proceed to the first floor, and follow the signs to Recovery Healthcare. The Provider's telephone numbers are (254) 757-5019, (254) 757-5027 and (254) 300-4277.

If you have been previously provided services by the Provider, for which any outstanding balances remain payable by you, the Provider may refuse to accept you into the Program until such fees are paid. The fact that you are indigent for purposes of the Program, if you are, does not excuse you from your obligation to pay such outstanding balances.

Under the terms of this Program you must stay inside your residence at all times except when:

1. You are traveling between your residence and your place of business and when you are working at your job pursuant to a schedule coordinated and verified with the Provider;
2. You are traveling between your residence and your place of education and when you are attending school, college, or vocational school pursuant to a schedule coordinated and verified with the Provider;
3. You are attending medical/dental/optical appointments or medical treatments pursuant to a schedule coordinated and verified with the Provider;
4. You are receiving emergency medical care; or
5. You are engaging in other permitted activities set forth below unless expressly restricted by the Court in your case.

Your work or school schedule must be coordinated with the Provider, and this schedule will be strictly enforced. Medical 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, visiting a sick relative in the hospital, 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, and will make a determination whether or not to rescind or revoke this Order. 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.

YOU MAY NOT contact the Court directly regarding any terms of this Order or in the event of the revocation of this Order; you have waived any right you might have had to do so.

You are responsible for all costs of your food, shelter, and medical, dental and optical 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 optical 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.

ADDITIONAL CONDITIONS

In addition to the conditions set forth above, the following conditions apply:

1. **You must have electricity in your home.** Generators or battery-powered devices are not acceptable and may be grounds for termination from the Program. Furthermore, you must have telephone service. (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.
2. **You must make timely payments.** If the order placing you on house arrest and electronic monitoring requires you to pay the cost of your electronic monitoring, you must make such payments on time, as scheduled.
3. **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.
4. **You must not tamper with or damage the equipment,** and you must report any equipment malfunction or damage to the provider immediately.
5. You must report, in person or by telephone, to the Provider, the Sheriff, or the Court as directed.
6. You must remain within the walls of your residence except as allowed by these conditions or approved by the Court. Outdoor activities at your residence, outside of your residential structure, such as feeding animals, making emergency repairs to the structure, making necessary repairs to a vehicle, or necessary yard work, if approved in advance, will be allowed.
7. You may 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. You should be certain of this before making application to the Program.
8. You cannot use, possess, or consume any illegal drugs or alcohol during the term of your electronic monitoring.
9. You must remain current on all payments for court costs, fines and restitution due and payable under any order or judgment of the Court in your case, in addition to Program fees.

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

1. Traveling to and from your place of employment or school. A maximum daily total of forty-five (45) minutes is allowed for travel to and from your place of employment or school unless otherwise ordered by the Court or pre-approved by the Provider or the Sheriff;
2. Reporting to court, probation, drug and alcohol treatment, counseling, and community service;
3. Transporting children, living in your household, to and from school during normal school hours;
4. Obtaining non-emergency medical or dental treatment. Visits to the hospital emergency room will not be excused except in the event of an actual emergency.
5. Purchasing groceries and other household necessities. A maximum of 1½ hours per week is allowed for this activity.
6. Attending meetings with the Provider, the Sheriff, or the Court as directed.

PAYMENT OF COST OF ELECTRONIC MONITORING (If Defendant is not indigent)

If the Court has ordered you to pay the Program fees or has found you are not indigent, you must pay the cost of your participation in the Program as scheduled and on time. Payments are made to the Provider, Recovery Healthcare Corporation.

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 \$50.00 and any advance payments as set out in the attached schedule (*Exhibit A*).

Monitoring Fee

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

Daily base fees:

GPS monitoring:	Passive – \$8.00	Mid-level – \$8.25;	High-level – \$8.50
SCRAM:	\$12.00	Soberlink:	\$6.00

Per Usage Fees:

UA (alcohol):	\$20.00	UA (drugs):	\$15.00	Lab Confirmation:	\$35.00	Drug Patch:	\$60.00
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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.

REVOCACTION

Participation in the Program is a privilege granted to you in the Judge's sole discretion. It is NOT a right or an entitlement. You do not have, and you will not acquire, any right to continue in the Program once you are approved, and 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 judgment or 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 somewhere else when you are scheduled to be at home;
- 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 pay Program fees (if applicable) or fines and court costs;
- Failing to maintain electrical service for any reason;
- Failing to keep equipment charged;
- Tampering with or attempting to remove the transmitter;
- Tampering with or damaging any part of the electronic monitoring equipment;
- Using alcohol or illegal drugs while on the Program;
- Failing to return equipment in working order and undamaged upon the completion of your Program requirements in full;
- Committing a new offense, or being arrested for any conduct by you which occurred prior to your acceptance into the Program.

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 may accrue good time credit while enrolled in the Program, within the discretion of the Sheriff. If you are removed from the Program for a violation, the Sheriff may deny you good time credit for the period of time that you participated in the Program, and may deny good time credit for the remainder of your sentence.

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.

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 ANY RIGHT (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.

Date: _____

Defendant