

JOHNSON COUNTY DEPARTMENT OF CORRECTIONS
ELECTRONIC MONITORING CONTRACT

1. Contact: Upon placement in the House Arrest Program, I will maintain contact with Department of Corrections (DOC) personnel and my assigned House Arrest Officer (HAO), in the manner directed. I will additionally comply with all verbal and written requests from authorized staff. I will abide by all conditions of my bond set forth by the Court. I will follow all NO CONTACT orders including victims and witnesses.

2. Respect: I will use courtesy and mutual respect in all interpersonal contacts. I will not threaten, intimidate, or harass any person and shall not use profane language when communicating with DOC personnel. When sending breathalyzer photos, I will not display any obscene photos and understand doing so is a violation of my contract.

3. Reporting: I will meet with my assigned HAO a minimum of once per week, or as directed. I additionally understand that any time I am directed to report to the House Arrest Office, I will have two (2) hours to do so, no exceptions. I understand that occasionally maintenance may be needed on my monitoring gear and will make arrangements when notified to get this addressed within a timely manner. **It is STRONGLY suggested that all clients keep gas money and/or sufficient funds for cab fare on their person or in their residence at all times.** If taken into custody while under the supervision of the House Arrest Program, I understand that once released from the jail, I will report immediately to House Arrest unless otherwise authorized by DOC personnel, 24/7.

**SCRAM clients without a base unit will report at least once within a 7 day timeframe.*

4. Residence: I will obtain permission from my HAO before changing residences or mailing addresses. **I MUST REMAIN IN MY PLACE OF RESIDENCE DURING THE SPECIFIED HOURS, AS DIRECTED BY MY HOUSE ARREST OFFICER, AND MAY NOT DEVIATE FROM THOSE HOURS WITHOUT SPECIFIC, PRIOR PERMISSION FROM AUTHORIZED STAFF.** I understand that failure to secure or maintain a residence for any reason can result in a violation of my House Arrest contract. Any defendant sentenced to less than 10 days House Arrest must remain at their residence at all times. Any deviations must be approved by the sentencing court in writing prior to beginning House Arrest.

5. Phone Requirements: I understand that I must live in an area that gets cellular service to comply with House Arrest obligations. For contact in non-compliance situations, I must have a working cell phone available to me at all times that has the capabilities to receive/send calls and text messages. I will maintain electrical services at my place of residence as directed. I further understand I will be required to retain services from a phone company that is compatible with the House Arrest equipment. I will contact the House Arrest office should my phone number change, get shut-off, or become damaged/inoperable.

6. Schedule: I will be permitted to leave my place of residence, **WITH APPROVAL OF THE HAO**, for the following reasons: employment, school, attorney visits, doctor appointments, dentist appointments, counseling or treatment, House Arrest, Probation/Parole appointments, or meetings with other DOC personnel, church, and other emergency situations. **I am required to verify my whereabouts**

at all times by collecting receipts, paystubs, business cards, etc. I understand the stopping at unapproved locations such as restaurants/fast food locations is a violation of the House Arrest Contract.

7. Location: I will not leave the nine (9)-county area (Johnson, Miami, Douglas, Leavenworth, and Wyandotte Counties in Kansas, and Cass, Clay, Jackson and Platte Counties in Missouri) for any reason while on House Arrest without prior approval from the HAO. Leaving the nine-county area without permission is a violation of the House Arrest Contract.

8. Employment: I will maintain legitimate employment, as approved by my House Arrest Officer. I will advise my HAO immediately, if employment is terminated. I will not transfer to other employment without first receiving the permission of my HAO. I will sign a Release of Information form to allow DOC personnel to speak with my employer to verify my work hours and work schedule. I understand that I may not be allowed to work more than 50 hours per week, and that employment is a privilege and not a right.

9. Programs: I will participate and cooperate fully in any program of assistance and counseling, whether vocational, medical, psychological, or financial, as directed by my HAO. I will sign a Release of Information form to allow for the exchange of information between treatment agencies and DOC personnel. Prior to entering into a marriage, financial, or other contract, I will discuss the matter with my HAO.

10. Laws and Conduct: I will obey all city, county, state, and federal laws. If I have contact with any law enforcement agency, I will notify my assigned HAO within 24 hours.

11. Weapons: At no time will I own, have under my control, possess, transport, or use any firearms, explosives, or dangerous or deadly weapons.

12. Intoxicants and Controlled Substances: Throughout my placement under House Arrest, I will abstain from the use of intoxicating liquor or cereal malt beverages. I will additionally not consume any over-the-counter medications containing alcohol, unless prescribed and authorized by a licensed medical practitioner. **This includes the use of mouthwashes or cold medications containing alcohol.** I may not enter establishments where intoxicating liquor or cereal malt beverages are sold. Alcoholic beverages are not, **UNDER ANY CIRCUMSTANCES**, allowed on my premises at any time. I will not possess or use any controlled substance or narcotic, except as prescribed by a licensed physician, and will notify my HAO of any such authorized prescriptions.

13. Drug Testing: I will **IMMEDIATELY** submit to urinalysis and breathe analysis testing at the request of DOC personnel. I understand that failure to report to AVERHEALTH and submit to urine testing when my pin is called will be viewed as a positive result.

14. Association: I will not associate with any person who has been convicted of a crime, is on parole, probation, mandatory release, work furlough, provisional release, or House Arrest without prior authorization of my House Arrest Officer.

15. Computer/Phone Malfunctions: I will contact House Arrest personnel **IMMEDIATELY** to report any known malfunctions in the monitoring equipment, my phone service, or electrical service. If assigned a Remote Breath Unit and I have not received notification to take a test within four (4) hours, I will call House Arrest at (913) 715-6400 and inform on-duty staff. I understand that I am required to charge my monitoring gear as directed and failure to do so is a violation of the House Arrest Program. In case of any inability to contact the DOC House Arrest Program, I will try to contact the DOC Adult Residential Center at (913) 715-6300.

16. Equipment: All equipment is to be **returned immediately** upon request of DOC personnel and/or termination of House Arrest. Failure to arrange for equipment to be returned within 7 days could result in a request to the District Attorney's Office to file charges for felony theft. **Further, I will not attempt to remove, damage, tamper with, or disconnect the monitoring equipment which is placed in my residence or on my person as this will result in a felony charge.** I understand that I am financially responsible for any damage to or replacement of the monitoring equipment and/or ankle transmitter. I will respond promptly to vibration or audible alerts to verify that I am at my place of residence. I also understand that all visual responses are permanently recorded.

17. Medical Responsibility: I will notify staff upon intake if I have an allergy to any metals. If I experience a burning sensation, rash on my skin or any other apparent health risk from the bracelet, I will contact my agent immediately. If a medical professional needs to remove the device, I will have them contact House Arrest for instructions to remove the device first. I will notify House Arrest staff of any medical reason such as pregnancy or diabetes that may cause concerns with the equipment. I must notify/have someone notify on my behalf, if I have a medical emergency. I understand I will need to sign a Release of Information during hospital stays and am required to check in as directed.

18. Fees: I will pay a daily electronic monitoring fee. I will be monetarily responsible for urinalysis as directed. I understand that prompt, timely payment of these fees is considered to be a minimum expectation. I also understand that payments can be made in the form of a money order to "JCDOC/HA" and/or credit card payments at <http://corrections.jocogov.org>. Past due balances will be pursued through various communications to collect.

Equipment Replacement Fees: *If I have been found to have tampered with, broken or destroyed my assigned equipment, I understand that criminal charges may be filed and the replacement costs of said equipment will be added to my account. I also understand that if staff have to retrieve unreturned gear in the community, a retrieval fee will also be assessed.*

19. Termination: I understand I am not released from House Arrest until I return the equipment and am expressly advised by staff that I am released. I will continue to comply with the assigned equipment until I have returned it to the House Arrest office for deactivation. Whether *successfully or unsuccessfully* released from monitoring, it is the responsibility of the client to have equipment returned to the House Arrest office.

For clients assigned to Alcohol Monitoring equipment:

20. Banned Products: I understand that I am not to use any product containing alcohol, including but not limited to: mouthwash, medicinal alcohol, household cleaners and disinfectants, lotions, body washes, perfumes colognes, or other hygiene products that contain alcohol. The use of banned products or any topical application near the testing area will be perceived as an attempt to tamper with or alter the monitoring equipment's readings and will be considered a violation of the program.

For clients assigned ankle bracelets:

21. Swimming, Bathing, Hygiene: I will not submerge the bracelet in water. Showers are the only permitted bathing method. Submerging the bracelet in water will be perceived as an attempt to damage or alter the bracelet and will be considered a violation of the program. I understand that I am liable for any damages caused by submerging the bracelet. I will thoroughly clean the area around the bracelet with soap and water and the area underneath and around the bracelet. I understand failure to maintain proper hygiene around the bracelet may result in a mild rash.

**SCRAM bracelets are to have direct contact with the skin. A tampering violation will occur if anything is placed between the bracelet and the skin.*

For clients with interstate compacts or under application:

22. Interstate Compact: I agree to return to Kansas (sending state) at any time I am directed to by the sending state or the receiving state. I know that I may have a constitutional right to insist that the sending state extradite me from the receiving state or any other state where I may be found. This is commonly called the right to extradition. But I also understand and acknowledge that I have agreed to return to the sending state when ordered to do so either by the sending or receiving state. Therefore, I agree that I will not resist or fight any effort by any state to return me to the sending state and I AGREE TO WAIVE ANY RIGHT I MAY HAVE TO EXTRADITION. I WAIVE THIS RIGHT FREELY, VOLUNTARILY AND INTELLIGENTLY.

I have read, or have had read to me, fully understand, and agree to abide by all conditions of supervision and any special conditions of supervision designated while on House Arrest status. As a condition of probation or bond, I am subject to all rules and regulations as set forth in this contract. Per K.S.A. 21-6609 (h)(6): The offender consents to be monitored by any combination of monitoring methods as the court, secretary or house arrest staff finds necessary. My signature below indicates my understanding and willingness to comply with the conditions of House Arrest Program that I am assigned to.

I further understand that this contract may be modified or denied by the Sentencing Court.

Client Signature

Date

Intake/HAO Signature