

Electronic
Monitoring
Program of
Windham County

Participant Handbook

Pre-Intake Instructions

This manual is a description of the general rules that apply for participation in the Electronic Monitoring Program of Windham County hereinafter referred to EMP. It is considered a contractual agreement for participation in the EMP.

I am required to:

1. Read the entire manual.
2. Sign both the Handbook and Handbook Receipt acknowledging agreement of terms.

NAME: _____ Docket # _____

BEGINNING DATE: _____

INITIAL APPOINTMENT

DATE: _____

TIME: _____

LOCATION: _____

I, _____, agree to comply with the rules and guidelines stated in this handbook, in addition to the court ordered Conditions of Release, Participation Agreement, and other sanctions imposed upon me through the judicial system. I am signing this handbook with the understanding that failure to comply with any of these conditions may result in a violation being filed with the Court and the potential of being placed on pre-program status.

Participant Signature

Date

General Rules

Rules of Conduct

1. I understand that any of the following violations shall result in my immediate arrest or discharge from the EMP:
 - a. Possession or use of any weapon or instrument of violence,
 - b. Threatening, verbally or physically, any EMP staff, or law enforcement officer,
 - c. Possession of illegal controlled substances or paraphernalia,
 - d. Failure or refusal to appear for a scheduled court or disciplinary hearing,
 - e. Being inside an exclusion zone,
 - f. Being outside an inclusion zone during a scheduled time,
 - g. Contact with the victim, including in person, in writing, by telephone, by e-mail, or through a third person, as court ordered,
 - h. Escape or unable to locate for 6 hours,
 - i. Tampering with, attempting to fix, or removing the electronic monitoring device,
 - j. Violation of any additionally established conditions of release.
2. I shall be required to be confined at my residence at all times except when I am:
 - a. Working at employment approved by the court or EMP staff,
 - b. Traveling to/from approved work under scheduled time constraints,
 - c. Unemployed and seeking employment after permission is granted by EMP staff,
 - d. Attending medical or treatment programs approved by court or EMP staff,
 - e. Attending an educational institution or program approved by the court or EMP staff
 - f. Traveling to/from approved educational institution or program under time constraints approved by EMP staff,
 - g. Attending other activities or programs approved by the court or EMP staff.
3. I shall not commit any new crime during the period of my participation on the EMP.
4. If I leave the State of Vermont, with or without permission of the EMP staff, I understand that I waive (give up) my extradition rights and will voluntarily return to Vermont.
5. I shall obtain approval before changing my residence and submit proof of an ownership/lease agreement, if applicable.
6. I shall not have more than four (4) non-residents (not relatives) in my residence at any time.
7. I shall pay all fees assessed by the EMP staff.
8. I shall allow any EMP staff, or their designee, to visit my residence or place of employment, to make reasonable inquiries into my activities.
9. I shall allow my person or property to reasonable search and seizure.
10. I shall not possess or use controlled substances. Prescription drugs that are not issued in my name shall be considered controlled substances. If controlled substances are found in my residence or on my person, and not prescribed to a verified occupant of the residence, they shall be confiscated.

11. I shall submit, within 2 hours, to urinalysis, blood serums or other tests.
12. Urine samples that test as dilute shall be considered the same as a test that is positive for controlled substances.
13. I shall submit to search of my person and/or property upon demand, with or without probable cause, by any EMP staff or law enforcement officer called to assist an EMP staff.
14. I shall not leave Windham County or the State of Vermont without prior consent from EMP staff.
15. I shall not drive a motor vehicle unless I have a valid driver's license and show proof of valid registration and insurance. If my license has been suspended, I must show proof of reinstatement prior to resuming driving privileges.
16. I shall notify EMP immediately if I have contact with any criminal justice agency.
17. I shall not knowingly provide any law enforcement officer or EMP staff member with false or misleading information.
18. I shall not be allowed to live with any victims or co-defendants of previous or currently alleged crime(s) while under EMP supervision.
19. I shall not be allowed to reside with or have contact with the victim(s) or co-defendants(s) from incidents in my criminal history unless specific permission is granted by EMP staff.
20. I shall abide by an approved schedule, which will be submitted to the EMP staff.
21. I shall maintain a working telephone if there is no available GPS coverage or other means of monitoring connection at my residence.
22. I shall report immediately to the EMP staff any change in my
 - a. Daily schedule,
 - b. Residence status, living arrangements, or additional residents,
 - c. Telephone number changes or status of phone service,
 - d. Employment status,
 - e. Counseling or other appointments.
23. I shall obey and follow all rules, policies, special conditions, and directions of the EMP and staff.

Consent for Search and Seizure

1. I shall, and hereby do, consent to the search of my entire residence, including out-buildings and vehicles, by representatives of the EMP or any law enforcement agency requested to render assistance in such search, at any time during my placement with the EMP.
2. I hereby consent to the seizure of any contraband, including illegal drugs, weapons, evidence of crime, evidence of violation of the EMP, or evidence of violation of the court ordered Conditions of Release that may be found during such search.
3. I shall allow EMP staff and law enforcement officers assisting EMP staff to enter my residence at any time without prior notice, to make reasonable inquiry into my activities and activities of others in the residence.

4. It is my sole obligation, as the participant in the EMP, to ensure all adults sharing the residence, whether before or after I sign the Participant Handbook, agree to the Home Verification Agreement.
5. I, the participant in the EMP, understand that if the members of my residence or I fail to comply that I will receive a violation of the program and I may be removed from the EMP.

Weapons Policy

1. I understand if a gun, be it a handgun or long gun, loaded or unloaded, ammunition or other weapons or instruments of violence are found in or near my residence or vehicle, or on or near my body, I shall be removed from the EMP immediately for a violation of the program.
2. Violation of court order Condition of Release will be followed as applicable.
3. The weapon will be confiscated and become property of the EMP and may not be returned to me or any other person without proof of ownership.
4. I understand that all members of my residence, visitors and myself, shall not possess any form of body armor or possess any safe(s) that cannot be unlocked immediately or on demand.
5. I, the participant, understand it is my sole responsibility to ensure that all adults who share or visit my residence are informed of this policy.
6. The members of my residence shall not use, purchase, or possess weapons or instruments of violence unless needed for the performance of work related duties. Under these circumstances the weapon is to be secured in a manner that I will not have access at any time.

Controlled Substances

1. I shall not possess and/or use controlled substances. If controlled substances are found in my residence or on my person they shall be confiscated.
2. Prescription drugs that are not issued in my name will be considered a controlled substance.
3. I shall take medication(s) as prescribed by a certified physician.
4. I shall submit to random urinalysis, blood serums or other tests and/or search of my person, upon demand with or without probable cause, by any EMP staff or law enforcement officer working with EMP.
5. Inability or refusal to provide a sample within 2 hours shall be considered a violation. Urine that tests dilute shall be considered the same as a test that is positive for controlled substances.
6. The members of my residence shall not use or possess controlled substances while in my residence.
7. The use of alcoholic beverages or intoxicants is not allowed on the EMP.
8. Failure to comply will result in a violation and may result in removal from the EMP.

Electronic Monitoring

1. I will be required to wear a global positioning system "ankle transmitter" at all times.
2. I understand that I must have pre-approved permission to leave my residence and must return by the approved time. If I fail to return to my residence within the approved time frame or leave my residence at any unapproved time, such action will be recorded on the electronic monitoring equipment and will constitute a violation.
3. I may be charge with a violation of rules or removed from the EMP if I am found in an unauthorized location or if I am outside of my residence without permission.
4. I shall have a working land-line telephone if my residence does not receive GPS service or other means of connection are unavailable.
5. I understand that the loss of a receiver signal or the receipt of a tamper signal by the monitoring device is enough to constitute a violation.
6. I understand that weather may impact the functionality of the device and may be a factor when determining a loss or tamper signal.
7. I understand if there are any problems with the transmitter or other equipment, telephone service, or power, I will contact the EMP staff immediately.
8. I shall receive prior approval from EMP staff to change my telephone number.
9. I shall notify EMP staff immediately if there is an unavoidable condition that causes interruption in my telephone or power service.
10. I understand that any electronic monitoring printout or violation may be used as evidence in a court of law.
11. I may be immediately removed from the EMP for attempting to remove/removing the ankle transmitter.
12. I shall not tamper with, attempt to fix, or allow anyone else to tamper with any of the electronic monitoring equipment.
13. I will be charged for equipment to be repaired for excessive damage or replaced and may be prosecuted if I fail to maintain the equipment in good condition.
14. I may submerge the device into water but I am not allowed to use a hot tub.

Doctor's Appointments & Medical Emergencies

1. I shall notify EMP staff of any doctor's appointments one week in advance for approval.
2. I shall notify my physician of my participation in the EMP and the restriction of not being able to remove the monitoring device.
3. I shall notify the EMP staff immediately, or as soon as possible, of medical emergencies in which I have to go to the hospital.
4. I shall only respond to the emergency room or hospital if the medical crisis is for myself or an immediate member of my family.
5. Upon arrival at the hospital I will notify the emergency room staff of my participation in the EMP and that the monitoring device cannot be removed, nor can I have x-rays, MRI's, CAT scans or other similar testing without the device removed.

6. I shall have the emergency room staff notify the EMP staff to have a staff member or law enforcement officer respond to remove the device as needed.
7. I shall provide EMP staff with documentation supporting the emergency medical needs or a violation will occur.

Financial Responsibilities

1. There are no weekly, monthly, or yearly fees associated with the use of the EMP.
2. Upon return of electronic monitoring equipment evaluation of equipment will be conducted to determine normal wear and tear vs. abuse and neglect.
3. I shall be held financially responsible for damaged, lost, and/or destroyed equipment beyond normal use.
4. Cost of such replacement will be at current cost with the vender.
5. I shall make payment/payment arrangements to the Windham County Sheriff's Office.
6. Failure to make payment for the damaged, lost, and/or missing equipment may result in criminal charges.

Check-in Procedures

1. I shall be required to report to the Windham County Sheriff's Office or other predetermined location on a regular basis, based on individual risk/threat assessment.
2. I shall be provided with the date and time of the check-in by the EMP staff at least one week prior to the check-in time.
3. If an emergency occurs in which I will be late or unable to make a check-in, I will notify the EMP staff immediately explaining the reason for late/missed appointment.
4. I will provide proof of reason for late/missed appointment.
5. I will be allowed only two (2) legitimate late/missed appointments for the duration of being on the EMP.
6. Unexcused, unreported, or more than two (2) late/missed appointments will result in me possibly being removed from the EMP.

Release Process

1. I shall return all EMP monitoring equipment in good working order.
2. If any equipment is lost or damaged I agree to pay for repair or replacement costs to the Windham County Sheriff's Office.
3. I shall meet with the EMP staff to validate release from conditions of release for removal of the program.
4. I shall have the EMP staff remove the monitoring equipment from persons/residence once approval has been finalized by the judicial system and the EMP staff.
5. If I fail to abide by the rules and established guidelines I may be returned to court ordered sanctions.

6. If applicable, In case of failure termination, I shall have the EMP equipment removed upon transfer to the Department of Corrections custody.

Disciplinary

I understand the following listings are for reference of offences to be considered violations of the EMP. Other offenses may be included at the discretion of the EMP staff, Sheriff, or judicial system.

The following offenses are to be considered violations of the Electronic Monitoring Program. The individual may be arrested and transported to a correctional facility on a mittimus. An explanation will be provided that the individual is on the Electronic Monitoring Program.

- Being outside the inclusion zone,
- Violation of any additionally established conditions of release,
- Possession or use of any weapon or instruments of violence,
- Threatening, verbally or physically, of any EMP staff, or law enforcement officers called to assist EMP,
- Possession of illegal controlled substances or paraphernalia,
- Failure to appear for a scheduled court or disciplinary hearing,
- Refusal to participate or cooperate with the program rules or guidelines,
- Failure to abide by any additional rules established by the EMP staff.

Immediate Arrest

The following violations are immediately arrestable and will result in the participant being immediately transported to a correctional facility on a mittimus.

- Being inside an exclusion zone,
- Being outside an inclusion zone,
- A participant's whereabouts are unknown for 6 hours,
- Contact with the victim, including in person, in writing, by telephone, by e-mail or through a third person,
- Cut/Tamper/Remove a strap or device.

Frequently Asked Questions

1. WHAT DOES THIS EQUIPMENT DO?
The electronic monitoring equipment monitors you 24 hours a day so you will have the ability to live in your own home instead of jail.
2. HOW DOES IT WORK?
You will wear an ankle transmitter which sends data to the EMP staff notifying them of your location.
3. WHAT IF I LEAVE MY HOUSE TO WALK MY DOG?
If you do not have permission on your approved schedule to be outside your inclusion zone for the specified time you will be charged with a violation.
4. HOW FAR CAN I GO FROM MY HOUSE?
You are only allowed to go to the approved areas within Windham County based on the approved inclusion zone.
5. WHAT IF I TRY TO TAKE THE ANKLE TRANSMITTER OFF?
You will be charged with a violation and may be removed from the EMP. You will also be held financially responsible for any damage to the equipment.
6. CAN I STILL USE MY TELEPHONE?
Yes, but not while the transmitter is connected for the transfer of data.
7. CAN I TAKE A SHOWER OR BATH?
Yes, you can submerge the device in water but you cannot use a hot tub.
8. DO I HAVE TO WEAR THE TRANSMITTER ALL THE TIME?
Yes, the transmitter must be worn the whole time you are on EMP.
9. WHO DO I CALL IF I HAVE QUESTIONS?
You can call the EMP staff at 802-365-4942.
10. CAN I MOVE THE EQUIPMENT WITHIN MY RESIDENCE?
Yes, the charger can be plugged into any regular wall outlet.
11. WHAT IF I HAVE TO DO LAUNDRY, GET GROCERIES, PICK UP MAIL FROM THE MAIL BOX, TAKE OUT THE TRASH, GET GAS, PICK UP TAKE-OUT, OR OTHER QUICK ERRANDS?
You are not to leave the radius established around your residence without prior approval. Other members of your household will have to perform such tasks.
12. WHAT IF I NEED TO CHANGE MY TIMES ON MY SCHEDULE?
You must call the EMP staff immediately to receive approval prior to any deviation from the submitted schedule.

13. WHAT IF I AM CALLED INTO WORK OUTSIDE OF MY NORMAL SCHEDULED TIMES?

You need to call the EMP staff immediately to receive permission to vary from your schedule. Not all requests will be granted.

14. WHAT IF I MISS AN APPOINTMENT?

You will have to call the EMP staff to notify them of the reason for the missed appointment. Verification must be provided for reason of missed appointment. Too many missed appointments may terminate you from the EMP.

15. WHAT IF I HAVE AN EMERGENCY?

Contact the EMP immediately. Only emergencies to yourself or immediate family members will be considered as exceptions and must be followed with valid verification documentation.

16. WILL SOMEONE COME TO MY HOUSE, PLACE OF EMPLOYMENT, OR EDUCATIONAL FACILITY?

Yes. EMP staff or law enforcement officers assisting EMP staff may appear at any location listed on your schedule to verify your adherence to the conditions of the EMP.

17. WHAT IF I LOOSE POWER?

You should contact EMP staff immediately or as soon as possible providing date and time of power loss. You should provide documentation of power service provider and reason for power loss.

18. WHAT IF MY TELEPHONE IS DISCONNECTED?

You are responsible for maintaining a working communication system. If you fail to provide this service you will be charged with a violation and may be removed from the EMP.

19. WHAT IF I WANT TO MOVE?

As soon as you know you want to move you need to notify the EMP staff of the location in which you would like to move. A check of the new residence will be conducted to ensure conformity to EMP guidelines.