



# ELECTRONIC MONITORING PROGRAM OF WINDHAM COUNTY

WINDHAM COUNTY SHERIFF'S OFFICE  
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## Eligibility Agreement

Offender's Name: \_\_\_\_\_

Date: \_\_\_\_\_

Docket #: \_\_\_\_\_

As a Participant of the Electronic Monitoring Program of Windham County I will be required to abide by the following regulations, rules, and Electronic Monitoring Program staff. I am signing this contract with the understanding that failure to comply with any of these conditions, or any conditions of release as assigned by the court, may result in a violation being filed with the court/jail and removal from the Electronic Monitoring Program.

### WEEKLY SCHEDULES, MEETINGS, AND MOVEMENTS IN THE COMMUNITY

1. I agree to report as determined by the Electronic Monitoring staff at scheduled times or immediately upon request, whether written or verbal.
2. I understand that the program staff is the only agency that may approve or change any schedule.
3. I must seek approval at least 24 hours prior to any change, excluding weekends and holidays,
4. I must submit a detailed schedule of my movements in the community to the program staff for approval.
5. Schedules may be changed for the following reasons:
  - a. Medical emergencies – I must contact the program office as soon as possible to inform the staff of the extent and nature of the emergency.
    - i. The emergency must involve myself or someone of the immediate family.
    - ii. A medical emergency is defined as a serious or life threatening situation.
  - b. Change in work/school hours. If I am unable to work or go to school for any reason I must contact the program staff prior to my scheduled departure time.
    - i. If I am required to work/attend school late or released early I must contact the program staff prior to leaving for or staying late.
    - ii. I am also required to provide verification for any deviation from the provided schedule.
6. I agree to remain within range of the monitoring equipment during assigned times, with the only exceptions being:
  - a. My actual work/school hours
  - b. My travel to and from work/school
  - c. Appointments with the Court, Probation Department, or Electronic Monitoring Program staff.
  - d. Approved religious, treatment, or community service program
7. I understand it is my responsibility to provide written documentation immediately upon request to confirm my absence from the home was due solely to a permissible purpose and the activity was scheduled.
8. I will report directly to the authorized destination. Any movement not scheduled or approved prior to the movement will be considered a violation.

9. I may be provided privileges for up to 2 hours for the purpose of conducting grocery shopping or laundry at pre-approved locations. This privilege is based on a case by case basis with the consideration of no other individual in the household being able to perform these tasks.

### **ALCOHOL AND OTHER DRUGS**

1. While on the program I will not consume or possess on my person, or in my home, any alcohol beverages, alcohol based products (e.g. liquid cold medications, cough syrup, mouthwash), or drugs unless prescribed by a legally licensed physician.
2. I will submit to a drug and alcohol test immediately upon request. I have up to two hours from the time of request to provide the requested specimen for testing. Failure to submit to testing may be considered a violation of the program.
3. I will not be in the company of anyone that is using or possessing alcohol or illegal drugs.
4. By signing the contract I waive any objection to the admissibility of the results of the test as they are received by the court/jail into evidence at any hearing.
5. If screening results are returned diluted, it will be deemed a violation of the program.

### **RESIDENCE AND TELEPHONE**

1. I agree to allow program staff to enter my residence at any time, without prior notice, and to make reasonable inquiry into my activities and the activities of others in the household.
2. I agree to waive my right against search and seizure, and permit program staff to search my person, residence, motor vehicle, or and location where my personal property may be found, to insure compliance with my conditions of the Electronic Monitoring Program.
3. I understand that I must have a permanent, not transient, place of residence and must have approval from the program staff at least 72 hours prior to any change of residence.
4. I understand that change in residence will be pre-arranged and approved by the program staff and will be conducted Monday – Friday during business hours.
5. Loss of my approved residence will be cause for removal from the program.
6. While on the program I will be required to maintain continuous telephone/cellular phone or determined communication service.
7. If I lose service through my own negligence I will be subjected to removal from the program.
8. If I lose service through circumstances not within my control, (e.g., winter storm outage), I will contact program staff immediately.

### **EQUIPMENT RULES**

1. I understand that I am responsible for any damage to the electronic surveillance equipment.
2. I will not tamper with, attempt to fix, or allow anyone else to tamper with or attempt to fix the equipment.
3. I further understand if there are any problems with the equipment I will call the program staff during regular business hours. Torn or broken straps must be reported immediately to the program staff for replacement.
4. I agree to never remove, tamper with the strap, or remove the device, even if the strap becomes damaged.
5. I will charge the surveillance device as required per manufacture specifications.
6. All equipment must be returned to the program staff upon termination of the program. If I return damaged, or fail to return all or part of the equipment assigned to me I will be charged with theft.

## **LEGAL**

1. I understand I am not to commit any law violations resulting in a new arrest or summons to court while on the program.
2. I understand that I am not to violate any term of driver's license suspension and/or restriction of a driver's license.
3. If I am unable to drive, it is my responsibility to arrange adequate transportation with a licensed, warrant-free driver to work, office visits, and other required functions.
4. I will only drive if I have a valid driver's license and the vehicle being operated has a valid registration and insurance as required in state of registration.
5. If I am arrested or have contact of any kind with any criminal justice official I am to report this interaction to program staff immediately.
6. I understand I am to identify myself as a program participant to a criminal justice official in which I come into contact.
7. While on the program I am under the supervision of the Windham County Sheriff's Office.
8. If I leave the State of Vermont with or without permission of the program staff, I understand that I waive my extradition rights and will voluntarily return to Vermont.
9. While participating in the program I will still be required to abide by conditions imposed through the court/jail.
10. I understand that while on the program I will have no contact with anyone on electronic monitoring, probation, parole, or convicted felons unless approved by the Electronic Monitoring Program coordinator.

## **VICTIM CONTACTS**

1. Under no circumstances is there to be any contact between myself and the victim unless approved by the court.
2. This includes contact with the victim including in person, in writing, by telephone, by e-mail or through a third person.

## **OTHER**

1. I understand that the use of restricted products or any effort to interfere with the transmitter is an attempt to tamper with the unit and will be considered a violation of this agreement.
2. I understand that I may submerge the transmitter in water. The only submerge that may not be conducted is into a hot tub environment.
3. I understand I will be held liable for any damage caused by submerging the transmitter as well as for additional hook-up fees when new equipment is required.
4. I agree that when showering I will thoroughly clean the area around the transmitter with soap and water. I will thoroughly rinse with clean water and dry the transmitter. I understand that failure to rinse away all soap and dry the area around the transmitter may result in a mild skin rash.
5. I agree that I will reveal my current health status to the program staff and will notify them of any pre-existing medical conditions that I am aware of such as pregnancy, diabetes, or any type of known skin disorder or condition.
6. While on the program I release the Windham County Sheriff's Department of any responsibilities for medical care or expenses that may occur.
7. I will be required to return all equipment in the same condition as it was when I received it. Failure to do so may result in my being charged for the cost of damage or loss of equipment. Failure to pay the cost of damage or lost equipment may result in criminal prosecution.

**SPECIAL CONDITIONS**

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During my term on the Electronic Monitoring Program of Windham County, if a determination is made that there is probable cause to believe that I have violated any of the conditions, I may be removed from participation in this program and may be returned to pre-program status.

My signature below acknowledges that I fully understand all the terms and conditions of the contract. I hereby agree to comply with all of the above rules and regulations of the program. I further acknowledge that I have read and understood the Electronic Monitoring Program of Windham County Handbook and agree to comply with all the rules and procedures set forth in it.

\_\_\_\_\_  
*Participant Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Electronic Monitoring Program staff signature*

\_\_\_\_\_  
*Date*