

Electronic Monitoring Application

Buena Vista County Sheriff's Office

Pricing and Fees

- In County: \$15.00 per day sentenced
- Out of County: \$30.00 per day sentenced
- \$100.00 non-refundable installation fee
- All fees are due at the time of booking/installation.
- Cash only payment.

ELECTRONIC MONITORING REMOVAL

Removal Date: ____ / ____ / ____

Removal Time: ____ : ____ AM / PM



BRING YOUR CHARGER

You must bring all electronic monitoring equipment, including the charger, to your removal appointment. If the charger is not returned, the monitor will not be removed and you will be charged for an additional day of monitoring.

Program Overview

The Electronic Monitoring Program is designed to provide qualified offenders an alternative to incarceration by allowing them to serve time at their residence while attending approved employment.

While on electronic monitoring, you are considered to be on house arrest and confined to your residence except for approved travel to and from employment or other locations specifically authorized by the Sheriff's Office. If employed, you are allowed thirty (30) minutes to travel directly to work and thirty (30) minutes to return home.

Electronic monitoring restricts your whereabouts to the legal jurisdiction of Buena Vista County unless written approval has been granted by the Sheriff or Jail Administration. The Sheriff's Office must be contacted and permission obtained before attending any location other than your residence or approved employment.

Policy and Procedure

Purpose: Provide the courts and defendants an alternative to incarceration in the Buena Vista County Jail and establish eligibility requirements and procedures for in-home confinement.

Policy: It is the policy of the Buena Vista County Sheriff's Office to provide in-home confinement to qualified defendants.

Procedure: The Buena Vista County Sheriff's Office considers offenders for electronic monitoring as a result of a court order. An application must be completed and returned to the Sheriff's Office for approval or denial.

Application and Scheduling

Please complete this application and return it to the Sheriff's Office to await approval by the Jail Administrator or designee.

Electronic monitoring installations are scheduled on a first-come, first-served basis. Once your application has been approved and a monitor becomes available, you will be contacted to schedule a date and time for installation.

Staff will make two (2) attempts to contact you. If you do not respond after the second attempt, it will be assumed that you are no longer interested in participating in the Electronic Monitoring Program, and your application will be closed and disposed of.

If your application is denied, you will receive a call notifying you of the denial.

Eligibility

- Your judgment paperwork must state that you are eligible for work release or electronic monitoring.
- Electronic monitoring must be authorized by the court and approved by the Buena Vista County Sheriff's Office.
- You must complete the application packet with accurate information and agree to abide by all program rules, laws, court orders, and release agreements.
- You must not have any open or pending charges, active warrants, or holds for another agency.
- You must not be considered a threat to society, a flight risk, or a danger to public safety.
- You must not have a conviction for escape, a forcible felony, or a crime involving serious injury as defined by the Code of Iowa.
- You must comply with all conditions of court orders and all parts of the judgment.
- If employed, your employer must be aware of the conditions of release, agree to a pre-arranged fixed work schedule, and complete and sign the required employment information.
- Electronic monitoring is not applicable to individuals serving time for a probation violation.
- An application may be denied for a violent charge, probation violation, or recurring offense.

Care of the Electronic Monitoring Equipment

- The charger must remain plugged into the wall at all times except when charging the ankle monitor. A green light indicates that the charger is charging.
- Charge the ankle monitor for two (2) hours every day, at approximately the same time each day. A red light indicates that the ankle monitor is charging.
- The ankle monitor may get wet but must not be submerged. You may shower while wearing it, but you may not sit in a bathtub or otherwise submerge the monitor.
- Do not get the charger wet.
- Do not sleep with the charger connected to the ankle monitor.
- Do not tamper with, remove, purposely damage, or destroy the ankle monitor or any monitoring equipment.

Program Rules

- No alcohol or illegal drugs are permitted at any time.
- Do not tamper with or remove the ankle monitor.
- Do not damage the ankle monitor or any of its components. You are responsible for replacement costs, and intentional damage may result in criminal charges.
- Any attempt to remove or tamper with the GPS-based ankle monitor may generate an alarm and notify law enforcement.
- If you are arrested while participating in the Electronic Monitoring Program, you will be disqualified from the program and will serve the remainder of your sentence while incarcerated.
- If you violate the terms of the Electronic Monitoring Program, you may be subject to immediate arrest, removal from the program, and completion of the remainder of your sentence in the Buena Vista County Jail.
- Payments already made will not be refunded if you are removed or disqualified from the program.
- Electronic monitoring is a privilege, not a right.

Release and Equipment Return

You must return to the Sheriff's Office on your day of release to have the ankle monitor removed. Failure to return on your release date will result in an additional day of monitoring fees.

All components of the electronic monitoring system must be returned at the time of release, including the charger, cord, beacon, and any other issued equipment.

Questions or Concerns

Contact the Buena Vista County Sheriff's Office at (712) 732-2452 with any questions or concerns regarding your ankle monitor.

Agreement Form

Participant Name: _____

Case Number: _____ Phone: _____

Approved Residence

I agree to reside at the following approved address while participating in the Electronic Monitoring Program:

Address: _____

City/State/ZIP: _____

I understand that I am on house arrest and must remain at my approved residence during required hours unless I have permission from the Buena Vista County Sheriff's Office to leave.

Please read and initial each section below.

_____ **Monitoring and Compliance** I understand that electronic monitoring equipment uses GPS and other monitoring technology to verify my location and compliance with program rules. Leaving an approved location without permission, entering a prohibited location, tampering with equipment, or other reported violations may result in removal from the program.

_____ **Equipment Care** I am responsible for all monitoring equipment issued to me. I will properly charge and care for the equipment and immediately report any problems to the Buena Vista County Sheriff's Office. I may be responsible for repair or replacement costs for lost, damaged, or unreturned equipment. Intentional damage or tampering may result in criminal charges.

_____ **Alcohol Monitoring Equipment** If required, additional alcohol monitoring equipment may be installed at my residence. I will allow authorized staff access to inspect, maintain, or service monitoring equipment.

_____ **Alcohol and Drugs** I will not consume alcohol or use or possess illegal drugs or drug paraphernalia while participating in the program. I will submit to drug or alcohol testing when required. If assigned an alcohol testing device, I will follow all instructions regarding products that may contain alcohol.

_____ **Driving** I will only operate a motor vehicle if I have a valid driver's license and the vehicle has valid financial liability insurance.

_____ **Court Orders and Legal Requirements** I will comply with all court orders, including no-contact and restraining orders. If I am required to register as a sex offender, I will keep my registration current and comply with all applicable registration requirements.

_____ **Household Members and Visitors** I will provide staff with a complete list of everyone who lives at my approved residence. I understand that unapproved visitors or gatherings may be considered a program violation.

Individuals Residing at My Approved Residence

1. _____

2. _____

3. _____

4. _____

_____ **Home and Employment Checks** I understand that law enforcement may conduct random or unannounced checks at my residence, employment, or other approved locations to verify my compliance with the Electronic Monitoring Program.

_____ **Residence and Vehicle Searches** I understand that my approved residence and any vehicle I use may be subject to search as provided in this agreement. If I do not own the residence or vehicle, the owner must agree to the applicable conditions before I may use that residence or vehicle while participating in the program.

Landlord/Property Owner: _____

Vehicle Owner: _____

- _____ **Laws and Program Rules** I will obey all local, state, and federal laws and all Electronic Monitoring Program rules. Violations may result in removal from the program and completion of the remainder of my sentence in the Buena Vista County Jail.
- _____ **Removing or Tampering with the Monitor** I will not remove, alter, damage, or tamper with my ankle monitor or other monitoring equipment. I understand that removing the monitor and leaving the program without authorization may result in additional criminal charges.
- _____ **Program Fees** I agree to pay all required Electronic Monitoring Program fees. Failure to pay required fees or comply with an approved payment arrangement may result in removal from the program.

Search Consent

I understand that by signing this agreement, I consent to the entry and search of my residence and/or motor vehicle(s) by law enforcement while I am participating in the Electronic Monitoring Program. I also state that other persons residing at my approved residence, and owners of any vehicle I use while on the program, have agreed to the applicable search conditions.

Waiver of Extradition

I hereby freely, voluntarily and without compulsion, waive extradition to the State of Iowa, or any other State of the United States, and also agree that I will not contest any effort by any State of the United States to return me to the State of Iowa.

Acknowledgment

I understand that the Buena Vista County Sheriff's Office may remove me from the Electronic Monitoring Program for violations of these conditions. I have read, or have had these conditions read to me, understand them, and agree to follow them.

Participant Signature: _____ Date: _____

Staff/Witness: _____ Date: _____

B V S O

Defendant & Employment Information

Please complete all applicable sections. If you are not employed, skip the Employment Information and Work Schedule sections.

Defendant Information

Name	
Case Number	
Date of Birth	
Driver's License Number	
Phone Number	
Alternate Phone Number	
Home Address	

Transportation Information

Primary Transportation: ☐ Personal Vehicle ☐ Ride from Another Person ☐ Walk/Bicycle ☐ Other: _____

Vehicle Make/Model	
License Plate Number	
Vehicle Owner	
Insurance Company	
Insurance Policy Number	

Employment Information

To be completed with your employer. Skip this section if you are not employed.

Participation in the Electronic Monitoring Program may allow you to continue working while serving your sentence. Your employment and work schedule must be verified and approved by the Buena Vista County Sheriff's Office.

- You may only be at your place of employment during approved work hours.
- Sheriff's Office staff must be able to contact you or verify your location with your employer while you are working.
- You may be required to provide proof of hours worked.
- Changes to your approved schedule, including overtime, extended hours, different work locations, or other schedule changes, must be reported to and approved by the Sheriff's Office.
- Self-employed participants may be subject to additional requirements.

Place of Employment	
Job Position	
Employment Address	
Supervisor Name	
Supervisor Phone	

Approved Work Schedule

Schedule Start Date: ____ / ____ / ____ Schedule End Date: ____ / ____ / ____

Day	Start Time	End Time
Sunday	_____ AM / PM	_____ AM / PM
Monday	_____ AM / PM	_____ AM / PM
Tuesday	_____ AM / PM	_____ AM / PM
Wednesday	_____ AM / PM	_____ AM / PM
Thursday	_____ AM / PM	_____ AM / PM
Friday	_____ AM / PM	_____ AM / PM
Saturday	_____ AM / PM	_____ AM / PM

Employer Verification

I verify that the employment and schedule information listed above is accurate. I understand that the employee is participating in the Buena Vista County Sheriff's Office Electronic Monitoring Program and that employment or schedule information may need to be verified by Sheriff's Office staff.

Supervisor Signature: _____ Date: _____

Travel to and From Work

Provide the most direct route between your approved residence and your place of employment. You must travel directly between these locations and may not make unauthorized stops or deviate from the approved route without prior permission from the Sheriff's Office.

Route to Work:

Route Home:

Defendant Acknowledgment

I certify that the information provided in this application is complete, accurate, and current.

I understand that all required forms and agreements must be completed before I may participate in the Electronic Monitoring Program. I understand that drug or alcohol testing may be required and that refusal to test, a positive test, or a violation of program rules may result in denial or removal from the program.

I agree to follow all conditions of the Buena Vista County Sheriff's Office Electronic Monitoring Program.

Defendant Signature: _____ Date: _____

SCRAM GPS Program Participant Agreement



Participant Name: _____

Participant Address: _____

Agency (the "Agency") BUENA VISTA COUNTY JAIL

Agent Name: BVCO STAFF

Date Placed on Program: _____ (based on original placement date, the "Effective Date")

I, _____ ("I" or "Participant"), as part of a court-ordered condition of release or probation (herein referred to as the "Supervision Plan"), have been placed in the SCRAM Systems GPS Monitoring Program ("the Program"). As a condition of being allowed to participate in the Program, Participant and Agency hereby enter into this Program Participant Agreement (this "Agreement") as of the Effective Date. By entering into this Agreement, I agree to comply with all requirements set forth in this Agreement, and to strictly follow the instructions of my probation officer or pretrial services agent (herein referred to as "Agent"). I understand that any failure by me to comply with this Agreement or the instructions of my Agent will be considered a violation of my Supervision Plan and may result in adverse legal consequences.

As part of the Program, Agency (either directly or through a representative of Agency, such as the Agent) hereby agrees to fit Participant with a wearable SCRAM GPS device ("the Device"), plus provide an AC Device charger with power cord for charging the Device and/or DC portable on-body charger. I understand that the Device will track my location 24 hours per day and that my tracking data may be used against me if I fail to comply with my Supervision Plan, or if I commit a crime while being monitored. When maintenance of the Device is required, I agree to come into the office within 48 hours of being notified by my Agent, and I agree to allow authorized personnel to inspect the Device upon demand.

Program Requirements:

Initial Here

1. I was given a **curfew** as part of my Supervision Plan. I understand that I must:

- Live at the address listed above unless a change of address is authorized by the courts or supervising agency. _____
- Remain inside my residence during the curfew hours. Curfew Hours: TBD until TBD.
- Appear before my Agent when requested to verify compliance with the curfew.
- If the courts approve my curfew hours being adjusted for work purposes, I agree to provide my Agent with my weekly work schedule. I understand that when I am not working, my original curfew hours listed in Section 1(b) of this Agreement remain in effect.

2. I was given a **territorial restriction** as part of my Supervision Plan. I understand and acknowledge that I:

Initial Here

- Am familiar with the boundaries of the area that I am prohibited from entering.
- Am not to physically enter into the area designated as a territorial restriction in the court order.

3. I acknowledge that I have received the following assigned equipment ("Equipment") (mark all that apply):

Initial Here

- ☒ One (1) SCRAM GPS Device with Serial Number TBD
- ☒ One (1) AC Device Charger with Power Cord
- ☐ One (1) DC Portable On-Body Charger

4. By initialing this section, I acknowledge that this Equipment was issued by:

Initial Here

BUENA VISTA COUNTY JAIL
Agency Name

SCRAM GPS Program Participant Agreement



5. I understand that I may be required to pay the daily cost of my Program-related monitoring. If so ordered, I agree to pay the following cost per day ("Daily Monitoring Cost") on a schedule set forth in a separate payment agreement, that is incorporated herein by reference, and will submit payments as directed by my Agent: Initial Here

Daily Monitoring Cost: \$15 per day + \$100 installation fee

6. Upon request by my Agent, I agree to immediately return all Equipment that I acknowledged for in Section 4 of this Agreement, and I understand that I will continue to be charged the amount of the daily fee until all Equipment is returned. Initial Here

7. I understand that it is my responsibility to monitor the battery on the Device and to **charge the Device daily** and whenever the battery is low. I agree to charge the Device until the battery indicator light indicates it is fully charged. I also agree to immediately comply with any requests to charge the Device. Initial Here

I understand that **I must not charge the Device while sleeping.**

8. I understand that I will be held responsible for damage to the Device. I am aware that any efforts to disable the Device will be reported to my Agent as an attempt to circumvent the Device in violation of this Agreement. I also understand that if I do not return the Device or any other Equipment in good working condition, I will be charged for the replacement of the Device and said accessories as follows: Initial Here

Full Replacement Cost of the SCRAM GPS Bracelet \$ \$5,000.00

Full Replacement Cost of the AC Device Charger \$ \$500.00

Full Replacement Cost of the DC On-Body Charger \$ _____

Provisions 9-13: Initial Here

9. I understand that if I or someone else intentionally destroys or damages the Device or any other Equipment, I must immediately notify my Agent. I may be held civilly and criminally responsible for any damaged Equipment. I may be held responsible for the full replacement cost of the Device or any other Equipment. _____

10. I will not in any way remove, tamper with, circumvent, or damage the Device.

11. I understand that my location is being tracked 24 hours per day and that my tracking data can be used against me if I fail to comply with my Supervision Plan, or if I commit a crime while being monitored.

12. It is my responsibility to immediately report to my Agent with the Device and all other Equipment as soon as my charges are resolved. I understand that I am being tracked until the Device is removed.

13. I understand that only a Judge may change my Supervision Plan—including but not limited to curfew hours, the location of the curfew, or any territorial restriction(s). If I need to change my address, I will contact my Agent prior to moving.

Agency Responsibilities: Agency agrees to (either directly or through a representative of Agency, such as a probation officer or pretrial services agent) provide Participant with the Device, power cord, and/or on-body charger described above.

Health and Safety Notice:

WARNING. Improper installation of the Device may cause injury. Refer to Health and Safety Notice at end of document and follow instructions to avoid injury.

By initialing this section, I confirm that I have been provided with a copy of the **Health and Safety Notice** with this Agreement, and that I have read and fully understand the Health and Safety Notice. My Agent has also given me the opportunity to ask questions. Initial Here

SCRAM GPS Program Participant Agreement



SCRAM Tough Strap™:

Initial Here

I understand that as part of my Supervision Plan, my Device may be fitted with a cut-resistant strap (SCRAM Tough Strap™) that does not meet National Institute of Justice (NIJ) Standard 1004.00, which is a voluntary offender-tracking standard that, in part, requires that electronic offender monitoring device straps be cut with EMS/EMT shears in one minute or less.

Health and Safety information is available at www.scramsafety.com

Occupation and Work Hours:

Initial Here

I understand that I am to provide my Agent with my current employment, occupation, and work hours, and to also inform my Agent of any changes to this information.

Personal Hygiene:

Initial Here

To reduce the likelihood of side effects, I agree to clean my skin around and underneath the bracelet each day by using mild soap and water, to rinse and dry thoroughly, and to inspect the area for skin redness, sores, or bruising.

Victim Notification:

Initial Here

I understand that as part of my Supervision Plan, my geographical location may be monitored 24 hours per day by the Device to ensure I remain geographically distant from the victim(s) of the crime(s) I committed, or allegedly committed, and/or from other protected persons, as well as to provide victims or other protected persons with tamper, loss-of-communication, and other alerts related to my GPS monitoring status.

Monitoring Technology:

Initial Here

Collection and Use of Information and Purpose: The Device contains technology that records the Participant's geographical location at all times and detects Device tampering. The purpose of the collection and use of information obtained from the Device is to determine if the Participant wearing the Device is complying with the Participant's Supervision Plan and/or if the Participant has tampered with the Device in an attempt to circumvent the Device's ability to record the Participant's geographical location. Identification information provided by the Participant will be used by SCRAM Systems, its subsidiaries, contracting agencies, and providers for the purpose of determining compliance or non-compliance with court-ordered electronic geolocation monitoring. SCRAM Systems will not use or disclose personal identification information for any other purpose without the Participant's consent.

Retention and Destruction of Personal Identification Information:

Initial Here

SCRAM Systems will retain all personal identification information obtained from the Participant in a manner consistent with federal and state laws. SCRAM Systems will destroy personal identification information when it is no longer required to a) document compliance with the terms of any court-ordered electronic monitoring or b) document SCRAM Systems' performance of such monitoring in furtherance of its legal obligations or to resolve disputes, whichever is longer, or unless another retention timeframe is required by law.

Consent to the Collection and Use of Personal Identification Information:

Initial Here

I understand that SCRAM Systems will collect and use my personal identification information during the period in which I am monitored by the Device for the purpose stated above, and I hereby consent to the collection and use of this information by SCRAM Systems.

Consent to Retention and Destruction:

Initial Here

I understand that SCRAM Systems will retain and destroy my personal identification information as stated above and I hereby consent to this retention and destruction. I waive any and all rights I may have to request destruction of my personal identification information while the terms of this Agreement in are in effect.

SCRAM Systems Privacy Policy: <https://www.scramsystems.com/privacy-policy/>

SCRAM GPS Program Participant Agreement



I acknowledge that I have received a copy of this Agreement, it has been explained to me before signing, and I fully understand its terms. I understand that I must comply with the requirements of this Agreement until otherwise notified by my Agent. I agree to immediately call my Agent if I have any questions about this Agreement or if I experience any issues with the Device or other Equipment. I further understand that any violation of this Agreement will constitute a violation of the Program and may cause adverse legal action to be taken against me.

I understand that any violation of this Agreement is a violation of my Supervision Plan, which could cause my bond or probationary sentence to be revoked and I could be arrested. I also understand that I should consult my attorney if I have any additional questions regarding my Supervision Plan.

IN WITNESS HEREOF, Participant and Agency hereby enter into this Agreement effective as of the Effective Date.

Participant

Date

Buena Vista County Jail

Agency Representative

Title

Date

MEDICAL WARNINGS

- Certain medical conditions may prevent you from wearing a SCRAM Continuous Alcohol Monitoring® (SCRAM CAM®), SCRAM House Arrest® (HA), or SCRAM GPS® bracelet. If you have experienced or been diagnosed with any of the following conditions, you should consult a doctor before attempting to wear any SCRAM Systems bracelet:
 - Circulation problems
 - Neuropathy
 - Deep Vein Thrombosis
 - Leg ulcers
 - Tendonitis
 - Diabetes
 - Pregnancy
 - History of Swelling
 - Nickel or other metal allergies
- Some side effects may occur when beginning to wear a bracelet even if you have not experienced any of the conditions above. If you experience any of the following conditions, you should immediately contact your supervising authority for further instructions and seek medical help if needed.
 - Sores
 - Open wounds
 - Bruising
 - Severe irritation or redness

MEDICAL EMERGENCIES

Immediately **cut the strap** and remove the bracelet if a medical emergency or safety issue occurs. Then contact your supervising authority.

COMPATIBILITY WITH MEDICAL DEVICES

- SCRAM products may not be compatible with medical devices such as pacemakers or other implanted medical devices. Consult with your healthcare provider before using a SCRAM product. Technical specifications are available upon request.
- MRI and other medical equipment may produce magnetic fields that may not be compatible with SCRAM products. Always inform the medical equipment operators if you are wearing any SCRAM Systems bracelet.
- Medical alert systems may not function or call for help when a SCRAM Base Station is used. Consult your medical alert system provider to determine if the wired SCRAM Base Station or SCRAM Wireless Base Station will affect it. Technical specifications are available upon request.

GENERAL SAFETY INSTRUCTIONS

- Do not use SCRAM Systems products in environments where explosive vapors may exist.
- Follow your employer's rules to avoid any hazards of wearing SCRAM Systems bracelets when working around machinery or ladders.
- Immediately **cut the strap** and remove the bracelet if you suspect its battery has leaked. Wash the affected area and clothing. Then contact your supervising authority.
- **Do not submerge the SCRAM CAM or HA bracelet under water.** SCRAM GPS bracelets are submersible to six feet (two meters).

PERSONAL HYGIENE

- If you are wearing any SCRAM Systems bracelet, clean around and underneath the bracelet each day (as part of a shower, e.g.). Use mild soap, rinse thoroughly, and dry. Inspect the area for skin redness, sores, or bruising. **Do not submerge the SCRAM CAM or HA bracelet under water.** SCRAM GPS bracelets are submersible to six feet (two meters).
- Breath tubes for SCRAM Remote Breath® and SCRAM Remote Breath Pro™ come sealed in sanitary packages. Do not use a new breath tube if not received in a sanitary package.
- Clean breath tubes periodically with soap and water, or in a dishwasher, and allow to dry before using again. Obtain new tubes from your supervising authority as needed.

PRECAUTIONS AND INSTRUCTIONS FOR INSTALLERS

- Wear gloves and a facemask when installing bracelets or when handling devices that have not been cleaned and disinfected. This will minimize the risk of contracting communicable diseases.
- **Do not install SCRAM Systems bracelets too tightly.** Wearers should easily be able to insert their fingers between the bracelet and skin to clean underneath.
- Properly clean and disinfect all SCRAM Systems devices before installation and/or assignment by using the instructions provided on the SCRAMNET® Help page.
- Replace SCRAM CAM and SCRAM HA batteries as recommended by SCRAMNET or SCRAM Systems Customer Service. Always use 3V lithium CR2 batteries in SCRAM CAM or SCRAM HA bracelets.
- Do not reuse or attempt to recharge SCRAM CAM or SCRAM HA bracelet batteries.
- Replace batteries in wired SCRAM Base Stations, SCRAM Wireless Base Stations, and standalone (without Adapter) SCRAM Remote Breath devices when they no longer hold a charge. Only use replacement batteries provided by SCRAM Systems.
- Do not attempt to replace batteries in SCRAM GPS bracelets, SCRAM RB LTE Adapters, or SCRAM Remote Breath Pro devices.

Participant

Date