

STATE OF SOUTH DAKOTA	)	IN CIRCUIT COURT
	)	
COUNTY OF _____	)	_____ JUDICIAL CIRCUIT
STATE OF SOUTH DAKOTA,	)	File No. _____
	)	
Plaintiff	)	24/7 Sobriety Program
vs.	)	Participation Agreement
	)	Electronic Alcohol Monitor Testing
	)	(SCRAM)
_____	)	
Defendant.	)	

I, \_\_\_\_\_, have agreed to my placement in the 24/7 Sobriety Program and electronic alcohol monitor testing by the Secure Continuous Remote Alcohol Monitoring™ (“SCRAM”) equipment.

As a condition of being placed in this Program, I agree to strictly comply with all Program requirements set forth in this Agreement, the placement order or directive, and to follow the instructions of my court service officer, parole agent or law enforcement representative (hereinafter referred to as “Contact Person”). I further agree to assist in my enrollment in the 24/7 Sobriety Program and execute all documents that are part of the enrollment process.

I agree to all terms and conditions regarding the SCRAM equipment provided to me. I agree to wear the SCRAM Bracelet on my ankle for the duration of my participation in the Program and agree that the SCRAM Base Station shall be connected to my home telephone or, if I have no home phone service, at a location approved by my Contact Person. I understand that the SCRAM Bracelet will, at pre-programmed intervals, test me for the presence of a blood alcohol concentration that is emitted as vapors through my skin. When the SCRAM Bracelet detects the presence of ethanol, it will record and store a positive reading and will transmit an alcohol alert to the SCRAM Base Station. The SCRAM Bracelet also contains systems designed to detect interference or tampering and will also record, store and transmit a tampering alert to the SCRAM Base Station. I understand that tampering with the SCRAM equipment, placement of material between the SCRAM bracelet and my skin, or any other interference with the taking of SCRAM samples and download of information will constitute a violation of this Agreement.

**Reporting Schedule:** I understand that my daily SCRAM equipment reporting times are as follows:

Reporting Time 1 \_\_\_\_\_  
Reporting Time 2 \_\_\_\_\_  
Reporting Time 3 \_\_\_\_\_  
Reporting Time 4 \_\_\_\_\_  
Reporting Time 5 \_\_\_\_\_  
Reporting Time 6 \_\_\_\_\_

I agree to be physically in range of my SCRAM Base Station for 15 minutes prior to each of the above designated reporting periods. I will go into the room where the SCRAM Base Station is located and will not leave the SCRAM Base Station's range while the green light is blinking or until the Base Station indicates downloading is complete. The SCRAM Base Station's range is within 30 feet direct line of sight.

I agree to maintain, at my expense, an analog telephone line and electrical service in my residence for purposes of connecting the SCRAM Base Station. I agree that I will not make any changes in the telephone equipment or services at my residence without prior approval of my Contact Person. If notified by my Contact Person, I agree to remove any telephone features or functions that interfere with normal operation of the SCRAM Base Station. I agree to provide copies of the monthly telephone and electric bills relating to the place where the SCRAM Base Station is located, when requested by my Contact Person.

If I do not have a SCRAM Base Station due to no telephone line at my residence, I agree to report at such times and locations as directed by my Contact Person to allow the download of the information stored on the SCRAM Bracelet.

Reporting Time and Location 1: \_\_\_\_\_

I acknowledge receipt of SCRAM Bracelet number \_\_\_\_\_ and SCRAM Base Station number \_\_\_\_\_. I understand that I am required to pay the testing, participation, installation and deactivation fees as provided by administrative rule. I understand these fees may change while I am on the program. Currently the testing and participation fees are \$6.00 total (\$5.00 for testing and \$1.00 for participation) for each day I wear the SCRAM Bracelet and installation and deactivation fees are each \$40.00. I agree to pay the fees in advance and as instructed by my Contact Person, and will submit testing and participation fee payments to the Clerk of Courts in the above-captioned county, or as stated by the Contact Person. I also understand that I will be held responsible for any repair or replacement costs for loss or damage to SCRAM equipment assigned to me that is not due to normal use. These replacement costs are as follows:

<input type="checkbox"/> Full replacement SCRAM Bracelet	\$1200.00
<input type="checkbox"/> Full replacement SCRAM Base Station	\$ 400.00
<input type="checkbox"/> Battery pack replacement	\$ 8.00
<input type="checkbox"/> Phone Cord	\$ 3.00
<input type="checkbox"/> Base Station power supply	\$ 40.00
<input type="checkbox"/> Strap replacement kit	\$ 75.00
<input type="checkbox"/> SCRAM Bracelet Submersion repair	\$ 340.00

I agree to allow my assigned Contact Person or their designee the right to inspect and maintain the SCRAM Bracelet and SCRAM Base Station and further agree to meet my assigned Contact Person or designee at the time and place requested for this purpose.

I understand that, except for an emergency, the SCRAM Bracelet may be removed only with the permission of my Contact Person. In an emergency, removal of the SCRAM Bracelet may be accomplished by cutting a strap. I agree to immediately report any

emergency removal of the SCRAM Bracelet to my Contact Person. I further agree to not move, disconnect, or tamper with the SCRAM Base Station without the prior approval of my Contact Person.

If I experience problems with the SCRAM Bracelet or SCRAM Base Station, I agree to inform my Contact Person immediately. If there has been an electrical power or telephone interruption of service affecting my reporting, I agree that I will call my Contact Person as soon as practicable.

If I am unable to personally reach my Contact Person, I agree to leave notification on the Contact Person's message service or by other documented means. I will include my name, date, time, and the nature of my problem.

I agree to not participate in the following restricted activities, and understand that a violation of any of these provisions constitutes a violation of this Agreement:

       **No Drugs** -- I agree that I will not possess or consume marijuana or any controlled drug or substance not lawfully prescribed by a licensed practitioner as authorized by chapters 22-42 and 34-20B, nor will I knowingly be present where other persons are doing so.

       **No Alcohol** -- I understand that I am not to consume, use or possess any product containing alcohol, including, but not limited to: alcoholic beverages, mouthwash, medicinal alcohol, household cleaners and disinfectants, lotions, body washes, perfumes, colognes, or other hygiene products that contain alcohol.

       **No Bars** -- I agree I will not enter any bar or other establishment where alcohol is offered for sale and consumption on the premises.

       **Tampering** -- I agree to not use the above banned products near the SCRAM bracelet in an attempt to tamper with or alter its readings.

       **Swimming & Bathing** -- I understand that I am not to submerge the SCRAM Bracelet in water. Showers are the only permitted bathing method.

       **Personal Hygiene** -- I agree when bathing I will thoroughly rinse with clean water and dry underneath the SCRAM Bracelet. I understand that failure to rinse away all soap may result in a mild skin rash.

       **Current Health Status Pre-existing Medical Conditions** -- To determine whether I am eligible to wear the SCRAM Bracelet, I agree I will reveal my current health status to my Contact Person and will also 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. **If I experience a burning sensation, rash on my skin or any other apparent health risk from the SCRAM Bracelet, I will contact my Contact Person immediately. If I must remove the SCRAM Bracelet for health risks, I will cut a bracelet strap.**

I understand that my Contact Person may use telephone calls, the SCRAM equipment, and personal visits to monitor my compliance with this Agreement. Therefore, when I am at home, I agree to promptly answer my telephone or door. I further understand and agree that all telephone calls between my Contact Person and I may be tape-recorded.

I understand that my failure to comply with this Agreement or the instructions of my Contact Person will be considered a violation of the order or directive placing me in the Program and may result in adverse legal consequences, including my incarceration. Should I violate any of the conditions of this Agreement, or should an alcohol or tamper alert be generated by the SCRAM equipment, I understand that I will be reported and if authorized under the placement order or directive, I may be detained, immediately taken into custody and held without bond until the matter can be brought before one of the judges of the Judicial Circuit captioned above or as otherwise provided by state law.

I understand that information regarding my participation in this Program, including my enrollment, reporting, test results, and payment of fees, will be placed in a reporting system that is operated by the Attorney General's Office and may be accessed by state and local agencies associated with my placement in the Program.

#### **ACKNOWLEDGEMENT**

I, \_\_\_\_\_, hereby acknowledge that I have read this Participation Agreement and understand its terms. I agree to comply with each of the conditions of my participation in the 24/7 Sobriety Program.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Participant's signature

\_\_\_\_\_  
Witness' name and title (please print or type)

\_\_\_\_\_  
Witness' signature