

STATE OF SOUTH DAKOTA)
)
 COUNTY OF _____)
)
 STATE OF SOUTH DAKOTA,)
)
 Plaintiff)
 vs.)
)
 _____,)
 Defendant.)

IN CIRCUIT COURT
 _____ JUDICIAL CIRCUIT
 File No. _____
 24/7 Sobriety Program
 Participation Agreement
 Electronic Alcohol Monitor Testing
 (SCRAM)

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 Modem 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 a positive reading and will transmit an alcohol alert to the SCRAM Modem. The SCRAM Bracelet also contains systems designed to detect interference or tampering and will also transmit a tampering alert to the SCRAM Modem. 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 understand the maximum SCRAM Bracelet range is 20 feet from the SCRAM Modem. I agree to be proximate (within 20 feet) of my SCRAM Modem for 15 minutes prior to each of the above designated reporting times. I will not leave SCRAM Modem range while the green light is blinking.

I agree to maintain, at my expense, an analog telephone line and electrical service in my residence or other location approved by my Contact Person, for purposes of connecting the SCRAM Modem. I agree that I will not make any changes in the telephone equipment or services at my residence or other approved location 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 Modem. I agree to provide copies of the monthly telephone and electric bills relating to the place where the SCRAM Modem is located, when requested by my Contact Person.

I acknowledge receipt of SCRAM Bracelet number _____ and SCRAM Modem number _____. I understand that I am required to pay a \$6.00 fee for each day I wear the SCRAM Bracelet and \$30.00 fees for both activation and deactivation. I agree to pay the fees in advance and as instructed by my Contact Person, and will submit fee payments to the Clerk of Courts in the above-captioned county or as stated in the directive. 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:

Full replacement of the SCRAM Bracelet	\$1,080.00
Full replacement of the SCRAM Modem	\$ 400.00
Full replacement of the SCRAM Base Station	\$ 400.00
Battery pack replacement	\$ 8.00
Phone Cord	\$ 3.00
Modem power supply	\$ 40.00
Strap replacement kit	\$ 15.00
SCRAM Bracelet Submersion repair	\$ 340.00
SCRAM Bracelet Front Strap repair	\$ 50.00
SCRAM Bracelet Back Strap repair	\$ 125.00

I agree to allow my assigned Contact Person or their designee the right to inspect and maintain the SCRAM Bracelet and SCRAM Modem 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 the front strap where indicated by the words 'Cut Here'. 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 Modem without the prior approval of my Contact Person.

If I experience problems with the SCRAM Bracelet or SCRAM Modem, 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 any controlled drug or substance or marijuana, 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 the front of the bracelet strap where it says “Cut Here.”**

I understand that my Contact Person will 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 me 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