

SCRAM CAM Program Participant Agreement



Participant Name _____

Agency Name (the "Agency") _____

Agent Name _____

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

I, _____ (the "Participant"), have been placed in the SCRAM Systems 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 Continuous Alcohol Monitor® (SCRAM CAM®) device (the "Device"), and Participant agrees to wear the Device on-ankle for the duration of the Program. Additionally, Participant will allow a SCRAM Standard Base Station or a SCRAM Wireless Base Station (as applicable, the "Base Station") to be connected to Participant's home or office telephone or internet service, unless an alternative arrangement has been reached between Participant and Agent. When maintenance of the Device is required, Participant agrees to come into the office within 48 hours of being notified by Agent, and Participant agrees to allow authorized personnel to inspect the Device and the Base Station upon demand.

I understand that the Device will, at pre-programmed intervals, test me for the presence of alcohol by taking a sample of the insensible perspiration that is being emitted as vapor through my skin. When the Device detects the presence of alcohol, it will record a positive alcohol reading and will transmit the reading to the Base Station, which will relay the reading to the monitoring system where it will be analyzed. The Device also contains tamper detection technology and will transmit tampering data to the Base Station and monitoring system as well.

I acknowledge receipt of the following:

SCRAM CAM Device Number	_____	Initial Here
SCRAM Base Station Number	_____	
One (1) power cord for the Base Station (if applicable)		_____
One (1) telephone or one (1) Ethernet cable (for SCRAM Standard Base Station only)		

I understand that I may be required to pay a one-time installation fee ("Initial Installation Fee"), as well as the daily cost of my Program-related alcohol monitoring ("Daily Monitoring Cost"). If so ordered, I agree to pay the following 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:

Daily Monitoring Cost	_____	Initial Here
Initial Installation Fee	_____	
Additional Installation Fee	_____	_____

The "Additional Installation Fee" will be assessed if a new Device installation is required due to a cut strap, submersion in liquid, or damage to the Device components.

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I understand that I will be held responsible for damage to the Device, Device straps, or the Base Station (collectively, the "Equipment"), other than due to normal wear. I also understand that if I do not return Equipment in good working condition, I will be charged for the replacement of the Equipment as follows:

Full Replacement cost of the SCRAM CAM Device _____ Initial Here
Full Replacement cost of the Base Station _____
Full Replacement cost of the Device straps _____

As a condition of being allowed to participate in the Program, if required, I agree to pay these costs. Furthermore, I agree to allow authorized personnel to inspect and maintain the Equipment.

I agree not to remove, tamper with, or place any obstructive material between the Device and my leg. Only in an emergency or with the prior permission of my Agent will I remove the Device. I also agree not to move, disconnect, or tamper with the Base Station without the prior approval of my Agent.

If I have been provided with a Base Station and it requires Internet or analog telephone access, I agree to maintain Internet service or analog telephone service and electrical service in my residence at my own expense. I agree that I will not make any changes in my residential telephone or internet access equipment or services without prior approval of my Agent. If notified by my Agent, I agree to remove any telephone features or functions that interfere with the normal operation of the Base Station. I agree to provide copies of my monthly telephone, internet, and/or electric bill when requested by my Agent.

I understand that my Agent may use telephone calls, the Equipment, and personal visits to my home to monitor my compliance with this Agreement. Therefore, I agree to promptly answer my telephone, including my mobile phone, and when I am at home, I will answer my door. I further understand and agree that all telephone calls I receive from my Agent may be recorded.

Reporting Schedule: I understand that my daily Device reporting times are as follows:

Reporting Time 1 _____ Reporting Time 2 _____
Reporting Time 3 _____ Reporting Time 4 _____
Reporting Time 5 _____ Reporting Time 6 _____

If I experience problems with any of the Equipment, or if I lose electrical power at my residence, I agree to call my Agent immediately. If I am unable to speak to my Agent directly, I agree to leave a message with my Agent's answering service, including my name, the date, the time, and the nature of my problem. If there has been a power outage, I agree that I will call and leave another message when the power is restored. I also agree to immediately notify my Agent of any problems with my internet and/or telephone service.

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, Base Station, Base Station power cord, and telephone or Ethernet cable (if applicable) described above.

I understand that as a Participant in the Program that I am to abstain from alcohol consumption, as well as avoid the use of products that contain alcohol. I will also agree to avoid certain restricted activities as described in the following subsections of this Agreement.

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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 initialling 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

I agree to consult a doctor if I have any pre-existing medical conditions related to my legs, ankles, or feet. Such conditions include, but are not limited to circulation problems, neuropathy, deep-vein thrombosis, leg ulcers, tendonitis, diabetes, pregnancy, a history of swelling, or nickel or metal allergies. If my doctor believes that a pre-existing condition prevents me from wearing the Device, I will immediately notify my Agent. Initial Here

In the event of a serious side effect such as sores, open wounds, bruising, or severe irritation or redness, I agree to immediately contact my Agent for further instructions and seek medical attention if needed. In the event of a medical emergency or safety issue, I agree to cut the strap and remove the Device, then contact my Agent. Initial Here

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

Banned Products: Initial Here

I understand that I am to abstain from consuming or using any products that contain alcohol while being monitored using the Device, and any positive readings that are received due to consuming or using a product that contains alcohol, including topically applied alcohol-containing products, will be considered a violation of this Agreement. No products other than soap and water should be used on the skin around the Device. _____

Tampering: Initial Here

I understand that it is my responsibility to ensure that nothing comes between the Device and my skin that could impair the Device's ability to test for the presence of alcohol in my insensible perspiration. Failure to do so will be considered a violation of this Agreement. _____

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. _____

Water and Heat Damage: Initial Here

I understand that I am not to submerge the Device in water; however, showering with the Device is permitted. I also understand that environments of extreme heat and humidity, such as but not limited to, saunas and steam rooms, can damage the Device and are therefore prohibited. I understand that submerging the Device in water or exposing it to environments of extreme heat and humidity may be treated as an attempt to tamper with the Device for the purpose of circumventing alcohol tests. I understand that I will be held liable for any damage to the Device, as well as for an Additional Installation Fee, when new Equipment is required due to damage. _____

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Monitoring Technology:

Collection and Use of Information and Purpose:

Initial Here

The Device contains technology that detects alcohol and detects Device tampering. The purpose for the collection and use of information obtained from the Device is to determine if the Participant wearing the Device has consumed alcohol and if the Participant has tampered with the Device. Personal identification information provided by the Participant will be used by SCRAM Systems, its subsidiaries, or the Agency, for the purpose of determining compliance or non-compliance with court-ordered or voluntary alcohol 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 alcohol 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/>

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.

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

Participant

Date

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® ankle 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.

MEDICAL DEVICE COMPATIBILITY

- SCRAM Systems devices may not be compatible with medical appliances such as pacemakers or other implanted equipment. Consult your healthcare provider before using a SCRAM Systems device. Technical specifications are available upon request.

MEDICAL DEVICE COMPATIBILITY (continued)

- MRI and other medical equipment may produce magnetic fields that may not be compatible with SCRAM Systems devices. Always inform the medical equipment operators if you are wearing any SCRAM Systems device.
- Medical alert systems may not function correctly or may fail to call for help when a SCRAM Base Station is used. Consult your medical alert system provider to determine if the SCRAM Standard Base Station or SCRAM Wireless Base Station will affect it. Technical specifications are available upon request.

GENERAL SAFETY INSTRUCTIONS

- Do not use SCRAM Systems alcohol detection devices in the presence of explosive vapors.
- Follow your employer's rules to avoid any hazards of wearing SCRAM CAM, HA, or GPS ankle 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 SCRAM CAM or HA bracelets under water. SCRAM GPS bracelets are submersible to six feet (two meters).

PERSONAL HYGIENE

- If you are wearing a SCRAM CAM, HA, or GPS bracelet, clean around and underneath the bracelet each day with mild soap and water, and then rinse thoroughly and dry. Inspect the area for skin redness, sores, or bruising. Showers are permitted, but 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 Pro™ (RB Pro) come sealed in sanitary packages. Do not use a new breath tube if not received in a sanitary package.
- Wash RB Pro breath tubes periodically with soap and water, or in a dishwasher, and allow to dry thoroughly before using again. Obtain new tubes from your supervising authority as needed.

Participant Signature

Date

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 SCRAM Systems Help & Support site.
- Replace SCRAM CAM and SCRAM HA batteries as recommended by the monitoring system or a SCRAM Systems Customer Service representative. Always use 3-volt lithium CR2 batteries in SCRAM CAM and SCRAM HA devices.
- Do not reuse or attempt to recharge SCRAM CAM or SCRAM HA device batteries.
- Replace the backup batteries in SCRAM Standard Base Stations and SCRAM Wireless Base Stations when they will no longer hold a charge. Only use replacement batteries provided by SCRAM Systems.
- Do not attempt to replace batteries in SCRAM GPS devices or SCRAM Remote Breath Pro devices.

I agree to follow these precautions and instructions:

Agency Representative

Title

Date