

SCRAM GPS Program Participant Agreement



Participant Name: _____

Participant Address: _____

Agency (the "Agency") _____

Agent Name: _____

Date Placed on Program: _____ (the "Effective Date")

I, _____ (the "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 Agent) hereby agrees to fit Participant's ankle with a wearable SCRAM GPS device (the "Device"), plus provide Participant with an AC power adapter and cable (collectively, the "Charger") for charging the Device. Agency may also provide Participant with a base station (the "SCRAM GPS Beacon"), to be placed in the Participant's home for the purpose of transmitting location data from the Device to the monitoring system, and may provide a portable "On-Body Charger," if they are part of the Agreement. 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:
 - a. Live at the address listed above unless a change of address is authorized by the courts or supervising agency. _____
 - b. Remain inside my residence during the curfew hours. Curfew Hours: _____ until _____.
 - c. Appear before my Agent when requested to verify compliance with the curfew.
 - d. 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 am:
 - a. Familiar with the boundaries of the area that I am prohibited from entering.
 - b. 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 Device and accessories (collectively, the "Equipment") (mark all that apply):
 - One (1) SCRAM GPS Device with Serial Number _____
 - One (1) Device Charger
 - One (1) SCRAM GPS Beacon with Serial Number _____
 - One (1) On-Body Charger

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

Initial Here

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: \$ _____

6. Upon request by my Agent, I agree to immediately return all Equipment for which I acknowledged receipt in Sections 3 and 4 of this Agreement, and I understand that I may 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 Equipment. I am aware that any alerts generated by the Device will be reported to my Agent and may place me in violation of this Agreement. I also understand that if I do not return the Equipment in good working condition, I will be charged for the replacement of the Equipment as follows: Initial Here

Full Replacement Cost of the SCRAM GPS Device \$ _____

Full Replacement Cost of the Device Charger \$ _____

Full Replacement Cost of the SCRAM GPS Beacon \$ _____

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

Additional Provisions: By initialing this section I agree to the following: Initial Here

9. I understand that if I or someone else 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, attempt to 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 Agent) provide Participant with the applicable Equipment 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

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

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.

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 Device 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:

Collection and Use of Information and Purpose: The Device contains technology that monitors 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. 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.

Initial Here

Retention and Destruction of Personal Identification Information: 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.

Initial Here

Consent to the Collection and Use of Personal Identification Information: 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.

Initial Here

Consent to Retention and Destruction: 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.

Initial Here

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

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
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