

SCRAM House Arrest 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 House Arrest® (SCRAM HA®) 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 telephone or internet service, unless an alternative arrangement has been reached between Participant and Agent. Participant agrees to adhere to the schedule established by the 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.

Participant understands that, in conjunction with the Base Station, the Device will monitor the Participant's proximity to the Base Station in the Participant's home. When the Base Station detects Participant has left the premises during a time Participant is scheduled to remain on-premises, or Participant has returned to the premises before the scheduled return time, the Base Station will transmit this information to the monitoring system, and monitoring system will generate an alert and notify Agent. The Device and the Base Station both contain tamper detection technology and will transmit tampering data to the monitoring system as well.

I acknowledge receipt of the following:

SCRAM HA Device Number _____ Initial Here

SCRAM Base Station Number _____

One (1) power cord for the Base Station _____

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 electronic 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.

SCRAM House Arrest Program Participant Agreement



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 HA 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 or tamper with the Device. 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.

As required for Base Station operation, I agree to maintain electrical service, internet service, and/or analog telephone service in my residence at my own expense. If required for Base Station operation, 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 _____

I understand that, in conjunction with a Base Station, the SCRAM HA Device performs proximity monitoring. I agree to always be and remain in my residence except when specifically authorized by the Court and/or my Agent. I will place the Base Station on a wood surface at least three feet off the floor in a central location within my residence. I will not install the Base Station on the floor. I will keep the Base Station away from mirrors or electrical items.

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 agree to avoid certain restricted activities as described in the following subsections of this Agreement.

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.

Occupation and Work Hours:

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.

Initial Here

Personal Hygiene:

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.

Initial Here

Water and Heat Damage:

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 disabling it. 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.

Initial Here

Monitoring Technology:

Collection and Use of Information and Purpose:

Initial Here

The Device contains technology that detects the Participant's proximity to the Base Station and detects Device tampering. The Base Station contains technology that detects motion and tampering as well. The purpose for the collection and use of information obtained from the Equipment is to determine if the Participant has left the Participant's residence without authorization and if the Participant has tampered with the Equipment. 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 electronic proximity 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 proximity 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