

SCRAMx PARTICIPATION AGREEMENT AND INVOICE

Participant Name _____

scramregistration@ohioams.com

Agency / Court _____

**Make payments directly to:
Ohio Alcohol Monitoring Systems
6497 Brecksville Rd.
Independence, OH 44131
Phone: 216-525-3117**

Client Phone Numbers: _____

Date placed on program _____

I, _____, have been placed in the SCRAMx Program. As a condition of being allowed to participate in this program, I agree to comply with all program requirements set forth in this agreement and to strictly follow the instructions of my probation officer, pretrial services, and/or SCRAMx agent. I understand that any failure by me to comply with this agreement or the instructions of my officer or agent will be considered a violation of my supervision and may result in adverse legal consequences.

As a condition of my participation in the program, I agree to properly use the Secure Continuous Remote Alcohol Monitoring™ and/or SCRAMx house arrest equipment (collectively referred to as "SCRAMx") provided to me by my officer or agent. In that regard, I will wear the SCRAMx Bracelet on my ankle for the duration of the program and will allow the SCRAMx Base Station to be connected to my home or office telephone or as agreed with my officer or SCRAMx agent. I understand that the SCRAMx Bracelet will, at pre-programmed intervals, test me for the presence of a positive alcohol concentration by the measurement of alcohol which is being emitted as vapors through my skin.

When the SCRAMx Bracelet detects the presence of alcohol it will record a positive reading and will transmit an alcohol alert. Consumption of alcohol will result in a violation. The SCRAMx Bracelet also contains systems designed to detect interference or tampering and will also transmit a tampering alert. Tampering or obstructing the bracelet will result in a violation.

I acknowledge receipt of:

Initial Here

SCRAMx Bracelet Number _____
SCRAMx Base Station Number _____
Multi Connect Wireless Unit _____

I understand that I will be required to pay the daily cost of my SCRAMx monitoring. I agree to pay the following cost per day on the schedule set forth below and I will submit payments as directed:

Daily Monitoring Cost	\$ 12.00	Initial Here
Daily Wireless Unit Cost	\$ 2.00	
Install Fee	\$ 100.00	
Additional Service Fee	\$ 50.00	_____
Returned check fee	\$ 30.00	
Late payment Penalty	\$ 5.00	

The additional service fee will be assessed if a new bracelet is required as a result of cut strap, submersion, convenience removal, comfort change, temporary incarceration, or damage to the bracelet components. Failure to pay your bill on its due date may be grounds for termination of your SCRAMx program.

First payment Due	--- Today ---	\$ 460 (first 30 days + Install Fee)	
Second Payment Due	_____	\$ 360	
Third Payment Due	_____	\$ 360	Initial Here
Fourth Payment Due	_____	\$ 360	
Fifth Payment Due	_____	\$ 360	_____

Second and subsequent payments will be due in advance at the beginning of each thirty (30) day block if participant remains on the SCRAMx program beyond the previous 30 day time period. At the end of participant's program, the final invoice will be totaled based on actual days monitored and participant will receive a refund for days that have been paid for that are not actually monitored.

Participant authorizes that at any time that a participant's payments are in arrears of the above schedule that the credit card submitted or checking account used may be charged or debited for the past due balance including all late penalties and damage charges. Initial Here _____

I also understand that I will be held responsible for damage, other than due to normal wear, to the SCRAMx equipment. Water in bracelet will result in full replacement fee charged. I also understand that if I do not return the equipment in good working condition, I will be charged for the repair or the replacement of the equipment as follows:

Full Replacement of the SCRAMx Bracelet	\$1400.00	Initial Here
Full Replacement of the SCRAMx Base Station	\$ 700.00	
Full Replacement of the Wireless Unit	\$ 400.00	
Straps Replacement	\$ 175.00	_____

As a condition of being allowed to participate in this program I agree to pay these costs. Failure to pay the fees and costs when due will result in a non-compliance report issued to participant's court, probation officer, and / supervising agency. Participant will pay all collection costs including collection agency fees, reasonable attorney's fees required to collect any past due amounts, court costs, and interest.

I allow authorized personnel to inspect and maintain the SCRAMx bracelet and SCRAMx Base Station.

While participating in the Program, I agree to wear a non-removable SCRAMx Bracelet that will be attached by my agent, officer or other authorized agency personnel. I agree not to remove, tamper with, or place any obstruction material between the SCRAMx Bracelet and my leg. Only in an emergency or with the prior permission of my officer or agent will I remove the SCRAMx Bracelet. I also agree not to move, disconnect, or tamper with the SCRAMx Base Station without the prior approval of my agent.

WARNING: If I experience a burning sensation, rash on my skin or any other apparent health risk from the bracelet, I will contact Ohio AMS immediately at (216)-525-3117. If I must remove the SCRAMx Bracelet for health risks or any other reasons, I will cut the rubber strap at the indicated position and notify Ohio AMS at (216)-525-3117 and my Probation Officer at the time of removal. If after business hours, I will leave a message with the exact time, date, and reason for the removal.

I agree to maintain a telephone line and electrical service in my residence at my own expense. I agree that I will not make any changes in the telephone equipment or services at my residence without prior approval of my agent and notification to Ohio AMS. If notified by my agent or officer, I agree to remove any telephone features or functions that interfere with normal operation of the SCRAMx Base Station.

I understand that my officer or agent will use telephone calls, the SCRAMx equipment, and personal visits to monitor my compliance with this agreement. Therefore, when I am at home or with my cell phone, I agree to promptly answer my telephone or door. If I am not able to answer a phone call from my officer or agent I agree to call them back within 24 hours. I further understand and agree that all telephone calls from my officer or agent to my residence may be tape-recorded.

Reporting Schedule: I understand that my SCRAMx equipment reporting times are as follows:

Reporting Time 4:00 A.M. and / or _____

I agree to be physically in range of my SCRAMx Base Station at all times except those time periods of leave authorized by the court, my probation officer or agent.

If I experience problems with the SCRAMx Bracelet or SCRAMx Base Station, or if I lose electrical power at my residence, I agree to call my agent immediately at (216)-525-3117. If I am unable to speak to my agent in person, or during non-business hours, I agree to call my agent and leave a message on their answering machine including my name, the date, the time, and the nature of my problem. If there has been a power problem, I agree that I will call and leave another message when the power is restored. I also agree to notify my SCRAMx agent of any problems with my telephone service as soon as I am able to do so.

I understand that as a participant in the Program that I am to abstain from any and all alcohol consumption and to avoid the use of products containing alcohol and to avoid certain restricted activities, as described as follows:

Initial Here Banned Products:

_____ I understand that I am not to use or possess any product containing alcohol, including, but not limited to: mouthwash, medicinal alcohol, household cleaners and disinfectants, lotions, body wash, perfumes, colognes, hand sanitizers, body sprays, foot sprays or powders or other hygiene products that contain alcohol. No products other than soap and water should be used on the skin around the bracelet. The use of banned products or any topical application of a product near the SCRAMx Bracelet in an attempt to tamper with or alter its readings will be considered a violation of this Agreement.

Initial Here Tampering: I understand that I am not to place any object between the bracelet and my leg, including but not limited to socks, pant legs, fabric material, plastic, metal, etc. The bracelet must remain in direct contact with the skin. Detection of foreign objects between the bracelet and leg will result in a violation.

Initial Here Swimming & Bathing:
_____ I understand that I am not to submerge the SCRAMx Bracelet in water. Showers are the only permitted bathing method. I understand that if I submerge the SCRAMx bracelet in water for any amount of time it will be treated as an "attempt to defeat" and will be handled in the same manner as a tamper or obstruction. I understand that I will be held liable for any damages caused by submerging or damaging the SCRAMx Bracelet as well as for additional hookup fees when new equipment is required due to intentional damage.

Initial Here Personal Hygiene:
_____ I agree that when showering, I will thoroughly clean the area around the bracelet with soap and water. I will thoroughly rinse with clean water and dry underneath the SCRAMx Bracelet. I understand that failure to rinse away all soap and dry the area around the bracelet may result in a mild skin rash.

Initial Here Current Health Status or Pre-existing Medical Conditions:
_____ I agree that I will reveal my current health status to my officer or agent 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, disease, illness, or other health condition.

I understand and agree that I may be required to alter my personal schedule in order to meet with my SCRAMx representative, agent, or technician for inspection, maintenance, or adjustment of my SCRAMx equipment. Failure to make myself available as required will result in a violation report being submitted to my probation officer and Court.

If I lose weight or should my bracelet become loose fitting on my leg, I will contact my SCRAMx technician at (216) 525-3117 immediately for an adjustment.

I acknowledge that I have received a copy of this agreement and that it has been explained to me before signing. I understand that I must comply with all of the requirements of this agreement until notified otherwise by my probation officer or pretrial services agent. I agree to call my officer or agent immediately (216-525-3117) if I have any questions about this Agreement or if I experience any problems with the SCRAMx Bracelet or SCRAMx Base Station. I further understand that any violation of this agreement will constitute a violation of the program and may cause immediate adverse legal action to be taken against me.

Participant

date

Field Technician / Witness

date