

**ALASKA 24/7 Sobriety Program**  
PARTICIPANT AGREEMENT, WAIVER, CONSENT,  
AND RELEASE OF INFORMATION FORM

**Participant:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Program Start Date:** \_\_\_\_\_ **Anticipated Completion Date:** \_\_\_\_\_

**Agency:** \_\_\_\_\_ **Court Case Number:** \_\_\_\_\_

**Offense:** \_\_\_\_\_ **Days Assigned to Program:** \_\_\_\_\_

I \_\_\_\_\_ agree to my placement in the Alaska 24/7 Sobriety Program (hereinafter referred to as "24/7 Program").

As a condition of being placed in this Program, I agree to strictly comply with all Program and Alaska Pretrial Services (APS) requirements and APS may check or may not check be ordered to serve as my Court Ordered Third Party Custodian. I further agree to follow the instructions of my court order, probation/parole officer, case worker or law enforcement representative (hereinafter referred to as "Contact Person"). I further agree to assist in my enrollment in the 24/7 Program and execute all documents that are part of the enrollment process.

I understand I **MAY NOT** consume, possess or enter ANY establishment that serves or sells alcohol. I further understand I **MAY NOT** have any alcohol on my person or in my residence at any time. Any violation of these conditions will constitute a violation of this Agreement and/or my conditions of release, probation, parole or placement, and I understand I may be remanded or taken into custody for the violation.

\* check **TWICE DAILY ON-SITE BREATH TESTING PROGRAM**

I am required to complete two breath tests daily, once in the morning and again in the evening at the following test site:

Location: \_\_\_\_\_

**Hours are 7 days a week, 365 days a year**

Morning test: 0600 -1000

Evening test: 1700-2100

**I understand that 15 minutes prior to testing I WILL NOT consume any food, beverage, gum, toothpaste, or tobacco products. I WILL NOT put anything in my mouth 15 minutes prior to testing.**

I understand that tests performed at another facility DO NOT count for this Program; unless, prior arrangements have been made with my Contact Person or their designee at my testing facility. Unauthorized tests at another facility will be considered violations. If I must leave the area, I will coordinate with my attorney, probation/parole officer or case worker as well as the Alaska Pretrial Services 24/7 Sobriety Program testing facility to make sure that the facility has the appropriate paperwork no less than one week before I leave.

\*        **check REMOTE/MEMS ELECTRONIC ALCOHOL TESTING DEVICE PROGRAM**  
(Participant MUST reside more than 25 miles one-way from a testing facility)

I agree to use a remote/mobile electronic alcohol breath testing device, i.e.; MEMS 3000 Facial Recognition PBT, for the duration of my participation in the Program, I will follow the Program's and vendor's conditions of use for any devices. I understand that the remote/mobile electronic alcohol testing device, at pre-programmed and/or scheduled intervals, will test me for the presence of alcohol by measuring breath alcohol concentration. When the remote/mobile electronic alcohol testing device detects the presence of alcohol, it will record, store, or forward a positive reading and will transmit an alcohol alert to a designated testing center. The remote/mobile electronic alcohol testing device also contains systems designed to detect interference or tampering and will also record, store and transmit a tampering alert to the designated testing center.

I understand that tampering with the remote/mobile electronic alcohol testing device or any other interference with the taking of samples and download of information will constitute a violation of this Agreement and/or my conditions of release, probation, parole or placement.

I understand that a remote/mobile electronic alcohol testing device will record a photo image of me and transmit it via an analog, digital or cellular signal.

I understand that anyone else captured on the facial recognition system taking an alcohol test in my place will be considered an immediate violation.

**If I am using a remote/mobile breath testing device, I WILL NOT consume any food, beverage, gum, toothpaste, or tobacco products at least 15 minutes prior to testing. I will not put anything in my mouth 15 minutes prior to testing.**

I understand that my daily remote/mobile ELECTRONIC ALCOHOL TESTING device schedule will be determined by my Alaska Pretrial Services Case Officer.

I understand that I may be alerted to take random remote/mobile electronic testing samples at any time.

\*        **check URINALYSIS/DRUG PANEL OR DRUG TESTING PROGRAM**

I agree to follow the instructions and procedures of the court, test site officers, and equipment providers when participating in drug testing. I understand that the test site officers require a valid urine sample that has not been tampered. I am required to report to Alaska Pretrial Services \_\_\_\_\_ times per week for

testing. A week is considered Sunday thru Saturday. A valid urine sample must be supplied no later than 20 minutes after arrival at the testing facility. The sample may or may not be witnessed by an Alaska Pretrial Services Case Officer. I understand that if I am on prescription medications the following conditions apply to my 24/7 Program: (1) a prescription is valid only if issued within 30 days of the testing date; (2) the prescription bottle (no paperwork) must be presented; and (3) the pill count MUST match the prescription instructions on the label for a positive result to be accepted.

- **Drug Testing Hours** – Sunday thru Saturday 10:00a to 3:30p 7 days a week

### **GENERAL CONDITIONS**

I agree to not participate in the following restricted activities, and understand that a violation of any of the 24/7 Program provisions constitutes a violation of this Agreement and/or my conditions of release, probation, parole or placement and I understand I may be remanded or taken into custody for the violation.

- **No Non-Prescribed Drugs**—I agree that I will not possess or consume any non-prescribed marijuana, or other drugs, 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 / Liquor Stores**—I agree I will not enter any bar or other establishment where alcohol or marijuana is offered for sale or consumption on the premises.

I understand that my APS Case Officers may use telephone calls, the alcohol/drug testing equipment, software, monitoring centers, and personal visits to evaluate 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 I may be recorded.

I agree to allow my assigned APS Case Officer or their designee the right to inspect and maintain the electronic alcohol testing device and base station, if applicable, and further agree to meet my APS Case Officer or designee at the time and place requested for this purpose.

If I am unable to personally reach my APS Case Officer, I agree to leave notification on the message service or by other documented means. I will include my name, date, time, and the nature of my problem.



## CONSEQUENCES

If the testing device or drug screening tool indicates the presence of alcohol, marijuana and/or drugs, I may go to jail.

I will not miss a test. A No-Show during my designated testing hours is a violation of the 24/7 Program and I may go to jail.

Failure to pay will be considered a violation of my bail condition, condition of release or judgment, and I may go to jail pending additional court action. I understand that non-payment is considered failure to test as no credit is afforded on this pay-as-you-go Program and I may go to jail.

I understand that if I violate the 24/7 Program and I am incarcerated and/or a warrant is issued for my arrest, I may be subject to warrant service and incarceration fees. Warrant service and/or incarceration fees will be assessed by the court.

I understand that if APS, Probation/Parole, the Alaska Court System, Law Enforcement, or the designee of APS, Probation/Parole, the Alaska Court System, Law Enforcement who has probable cause to believe that I have violated the terms of participation in the 24/7 Program or if I have not paid the required fees or associated costs, shall immediately take me into custody and cause me to be held until an appearance before a judge.

Any violation of this Agreement WILL BE reported to my Contact Person, law enforcement, my court service officer, my parole officer or the judge as appropriate for additional consequences.

## FEES

I will pay all user and participation fees set by this Alaska Pretrial Services Agreement for the testing I have been placed on. I understand these fees may change while I am on the 24/7 Program. The current user and participation fees are:

- \$20.00 enrollment
- \$2.50 per on-site breath test
- \$10.00 per day for any other remote/mobile alcohol testing device
- \$10.00 per test for drug urinalysis

\_\_\_\_\_ **initials** The minimum due on the day of enrollment for the TWICE DAILY ON-SITE BREATH TESTING PROGRAM will be \$55.00 (enrollment and 1 week testing). The minimum payment that will be accepted for daily testing is \$20.00 (4 days testing). No credit will be afforded to participants, this is a pay-as-you-go Program.

\_\_\_\_\_ **initials** The minimum due on the day of enrollment for REMOTE/MEMS ELECTRONIC ALCOHOL TESTING DEVICE PROGRAM will be \$160.00 (enrollment and 2 weeks of testing). The minimum payment that will be accepted for remote testing is \$70.00 (1 week of testing). Payment is due

weekly, every Friday no later than 4:00p. No credit will be afforded to participants, this is a pay-as-you-go program. I understand that the remote testing equipment is "loaned" to me and I must return it to Alaska Pretrial Services on the day of 24/7 Program release. \_\_\_\_\_ initials Non-return of the equipment will result in me agreeing to pay a \$1,400.00 replacement cost of the equipment. The individual equipment fees are: Bag \$400.00, Cords \$100.00, Stem \$20.00, Unit \$880.00.

\_\_\_\_\_ signature

\_\_\_\_\_ initials The minimum due on the day of enrollment for the URINALYSIS/DRUG PANEL OR DRUG TESTING PROGRAM be \$\_\_\_\_\_ (enrollment and 4 weeks of testing). The minimum payment that will be accepted for drug testing is \$\_\_\_\_\_ (2 weeks of testing). No credit will be afforded to participants, this is a pay-as-you-go Program. The fee to have a urine sample sent out to Redwood Toxicology for independent testing is \$50.00 and must be paid prior to being sent out.

\_\_\_\_\_ signature

I will also pay the fees associated with the rental/lease, laboratory, handling, and monitoring of the devices used in testing.

I will pay my fees in advance or at the time of testing and I will not be afforded any credit. I also understand that I will be held responsible for any repair or replacement costs for loss or damage to the testing equipment assigned to me that is not due to normal use.

### **PARTICIPANT 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 Program. I also authorize the disclosure and exchange of information relating to my participation in the 24/7 Program among the agencies associated with the Program.

Additionally, I grant permission for these agencies to release, disclose and exchange information, including, but not limited to, enrollment, reporting, infractions or violations, and other information collected during my participation in the 24/7 Program; information contained in my criminal records; and other information maintained by law enforcement agencies.

Participation in the 24/7 Program may be used by the above-listed agencies for authorized government and law enforcement activities. These activities include, but are not limited to, determining whether I used alcohol while in the 24/7 Program; monitoring my compliance with the order placing me in the 24/7 Program; and investigating whether I violated the 24/7 Program's conditions and taking appropriate action. This information may also be used to evaluate the effectiveness of the 24/7 Program.

This Release of Information remains in effect and cannot be revoked while I am a participant in the 24/7 Program. This Release of Information will expire when I complete the 24/7 Program. All information obtained during my participation in the Program may be used for statistical purposes and may be disclosed and exchanged among the above listed agencies if I am again placed in the 24/7 Program.

I may be contacted for follow-up interviews to provide information for statistical purposes, which may include information related to my sobriety.

Removal from the 24/7 Program for a violation does not constitute completion of the Program.

In the event I am placed in jail on a violation of the 24/7 Program, I am required to immediately resume testing upon release from custody unless ordered differently by a judge.

**Participant's Name:** \_\_\_\_\_

**Participant's Signature:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Date of Birth:** \_\_\_\_\_ **OBSCIS:** \_\_\_\_\_ **ADL:** \_\_\_\_\_ **Drive:** \_\_\_\_Y\_\_\_\_N

**SSN:** \_\_\_\_\_ **Contact Person:** \_\_\_\_\_

**Home Phone:** \_\_\_\_\_ **Cell Phone/other:** \_\_\_\_\_

**Employer Name, Address, Phone:** \_\_\_\_\_

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**APS Case Officer Signature**

\_\_\_\_\_  
**APS Case Officer Printed Name**

I certify that a copy of this agreement was delivered  
to the Participant on \_\_\_\_/\_\_\_\_/\_\_\_\_ :

**ID/ADL Photo Copy Below:**

\_\_\_ At the 24/7 APS Office in person

\_\_\_ First Class Mail (Address) \_\_\_\_\_

\_\_\_\_\_ on \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_ By the Department of Corrections by delivering a copy to \_\_\_\_\_

on \_\_\_\_/\_\_\_\_/\_\_\_\_ at \_\_\_\_:\_\_\_\_ am / pm at (facility) \_\_\_\_\_

\_\_\_ By the Department of Corrections by facsimile (number) \_\_\_\_\_

on \_\_\_\_/\_\_\_\_/\_\_\_\_ at \_\_\_\_:\_\_\_\_ am / pm at (facility) \_\_\_\_\_

\_\_\_\_\_  
Delivery Person Signature