

STATE OF SOUTH DAKOTA )  
 )  
COUNTY OF \_\_\_\_\_ )

IN CIRCUIT COURT  
\_\_\_\_\_) JUDICIAL CIRCUIT

STATE OF SOUTH DAKOTA, )  
 )  
Plaintiff, )  
vs. )  
 )  
 )  
\_\_\_\_\_) )  
 )  
Defendant. )

File No. \_\_\_\_\_  
**24/7 Sobriety Program  
Participation Agreement**  
**(Twice-a-Day PBT, UA, Drug Patch)**

I, \_\_\_\_\_, have agreed to my placement in the 24/7 Sobriety Program (hereinafter referred to as "Program"). As a condition of being placed in this Program, I agree to strictly comply with all Program requirements set forth in this Agreement, the placement order or directive, and the instructions of my court service officer, parole agent or law enforcement representative (hereinafter referred to as "Contact Person"). I hereby agree to the following conditions:

1. I will assist in my enrollment in the 24/7 Sobriety Program and execute all documents that are part of the enrollment process.
2. I shall timely report and submit to all ordered or directed tests at the location stated in the placement order or directive or as designated by my Contact Person, as follows (appropriate blanks to be initialed by Witness):

\_\_\_\_\_ Twice daily PBT tests. The PBT tests will take place daily between the hours of \_\_\_\_\_:\_\_\_ a.m. and \_\_\_\_\_:\_\_\_ a.m. and between \_\_\_\_\_:\_\_\_ p.m. and \_\_\_\_\_:\_\_\_ p.m.

\_\_\_\_\_ Urinalysis (UA) tests when directed by my Contact Person.

\_\_\_\_\_ Drug Patch testing. Application and removal of patches will be at the times directed by my Contact Person. I understand that I am required to pay \$50 for each new drug patch at the time of application as scheduled by the 24/7 Sobriety Program staff.

I agree to properly care for the drug patch the entire duration of my required wear time frame set by the 24/7 Sobriety Program staff. I am required to report for any scheduled appointment or I may be taken into custody for a violation of my court order.

\*CONTINUE ON NEXT PAGE\*

I understand that if the 24/7 Program staff suspects that the drug patch has been tampered with I will be taken into custody for a violation of my court order.

Tampers may include the following:

- Tape has been added to the patch
- Significant break-down of the film i.e. bubbling of the patch overlay
- Holes are observed in the film when held to the light
- A chemical odor is observed at removal
- Patch overlay is not translucent/wear-line striations are visible
- Absorbent pad has been disintegrated/missing
- Patch appears to have been moved to a different position

\*PharmChem Inc information states:

The PharmChek Drugs of Abuse Patch tests for both the drug metabolite and the parent drug. It cannot be diluted and is tamper-evident. It acts as a collector for nonvolatile components of sweat, including drugs of abuse. It consists of an adhesive plastic film that holds an absorption pad in place against the skin. The adhesive film of the patch is a semipermeable barrier that allows oxygen, carbon dioxide, and water vapor to pass through so that the skin can breathe normally. Larger molecules (such as drugs) are trapped in the absorption pad portion of the patch. Contaminants from the environment cannot penetrate the adhesive barrier from the outside, so the patch can be worn during normal activities, including bathing, swimming and athletics.

3. I shall pay all testing and participation fees as set by administrative rule for the testing I have been placed on. I understand these fees may change while I am on the program. Currently fees for the PBTs are \$1.00 per test and a \$1.00 per day participation fee up to a maximum of \$30.00 for participation fees, drug patches are \$50.00 per patch attached and/or UAs are \$10.00 per test, and are to be paid in advance or at the time of testing. In the event I have a positive UA sample, I also agree to be responsible for payment for any additional testing and analysis of the sample that may be requested by my Contact Person.
4. I will not possess or consume marijuana or any controlled drug or substance not lawfully prescribed by a licensed practitioner as authorized by chapters 22-42 and 34-20B, nor will I knowingly be present where other persons are doing so.
5. I will not consume any alcohol, nor will I enter any bar or other establishment where alcohol is offered for sale and consumption on the premises.
6. I will not consume or use any of the following items for a period of at least 30 minutes before PBT testing: mouthwash, toothpaste, cough syrup, carbonated beverages, food and tobacco products.

I understand that my failure to comply with this Agreement or the instructions of my Contact Person will be considered a violation of the order or directive placing me in the Program and may result in adverse legal consequences, including my incarceration. Should I at any time fail to report for or submit to a test, or should I otherwise violate any of the conditions of this Agreement, or should any amount of alcohol be indicated by a PBT, or should any amount of alcohol, marijuana, or a controlled drug or substance be indicated by a UA or drug patch, I understand that I will be reported and if authorized under the placement order or directive, I may be detained, immediately taken into custody and held without bond until the matter can be brought before one of the judges of the Judicial Circuit captioned above or as otherwise provided by state law.

I understand that information regarding my participation in this Program, including my enrollment, reporting, test results, and payment of fees, will be placed in a reporting system that is operated by the Attorney General's Office and may be accessed by state and local agencies associated with my placement in the Program.

**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 Sobriety Program.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Participant's signature

\_\_\_\_\_  
Witness' name and title (please print or type)

\_\_\_\_\_  
Witness' signature