



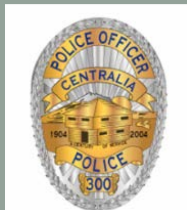
WASHINGTON STATE 24/7 SOBRIETY PROGRAM

GUIDELINES FOR PARTICIPATING AGENCIES

The 24/7 sobriety program is a twenty-four hour, seven day a week sobriety program in which a participant submits to the testing of their blood, breath, urine, or other bodily substances in order to determine the presence of alcohol, marijuana, or any controlled substance in their body.



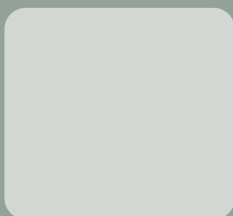
24/7 Sobriety Program Pilot Agencies:



Centralia Police
Department



Clallam County
Sheriff's Department



Police Department



Spokane County
Sheriff's Department



Thurston County
Sheriff's Department

Contents

GENERAL PROVISIONS.....	3
A. GUIDELINES STATEMENT.....	3
B. 24/7 SOBRIETY PROGRAM STATUTES	4
C. DEFINITIONS	8
D. TESTING SITE.....	10
E. 24/7 SOBRIETY TESTING AS A CONDITION OF BOND OR PRE-TRIAL RELEASE	11
F. 24/7 SOBRIETY TESTING AS A CONDITION OF POST-CONVICTION RELEASE.....	11
G. STATEMENT OF PARTICIPATION.....	11
H. SOBRIETY PROGRAM INFORMATION SYSTEM	11
I. SOBRIETY PROGRAM TESTING FEES	12
PARTICIPANT TESTING PROCEDURES	14
A. PARTICIPANT PLACEMENT IN THE 24/7 SOBRIETY TESTING PROGRAM	14
B. ADMINISTRATION OF TWICE-PER-DAY BREATH TESTS	16
C. EXCUSED ABSENCE	17
D. RECORDING TEST RESULTS	17
E. VIOLATIONS	18
REMOTE ELECTRONIC ALCOHOL MONITORING	20
A. FACTORS FOR ELIGIBILITY FOR REMOTE ELECTRONIC ALCOHOL MONITORING INCLUDES	20
B. REMOTE ELECTRONIC ALCOHOL MONITORING PROCEDURE	21
C. VIOLATIONS OF REMOTE ELECTRONIC ALCOHOL MONITORING/	22
NON-COMPLIANCE REPORTING	22
D. REMOVAL OF AND PAYMENT FOR REMOTE ELECTRONIC ALCOHOL MONITORING BRACELET AND SUPPORTING EQUIPMENT	23
URINALYSIS AND DRUG TESTING.....	23
A. URINALYSIS TESTING	23
B. DRUG PATCH TESTING.....	24
COMPLETION, TERMINATION, RE-ENTRY.....	25
A. COMPLETION OR TERMINATION	25
B. RE-ENTRY INTO PROGRAM.....	26
24/7 SOBRIETY PROGRAM MANAGEMENT GROUP	26
APPENDIX I.....	27
APPENDIX II.....	42
APPENDIX III.....	47

GENERAL PROVISIONS

A. GUIDELINES STATEMENT

RCW 36.28.A.300 through 390, created the 24/7 Sobriety Program in Washington.

This program implements alternatives to incarceration for participants charged with, arrested for, or convicted of, repeat offenses of RCW 46.61.502 or 46.61.504 and participants convicted of first offense driving under the influence of alcohol, marijuana, or controlled substances as defined in RCW 46.61.5055. Independent studies of other states and jurisdictions note that those agencies that adopt the core components of the program, which include swift and sure offender sanctions, are changing the criminal justice system wherever they have been implemented. Hallmarks of the 24/7 sobriety program include:

- Cost efficiency
- Reduction of jail and prison populations
- Enhancement of public safety, and
- Enabling more offenders to change self-defeating behaviors and stop re-offending

A 24/7 sobriety program for your city or county can:

- Emphasize offender accountability and reduce recidivism
 - Reduce police officer call outs
 - Reduce Court Docket
- Improve public safety within your community
- Support Target ZERO teams, DUI courts and drug courts
- Save criminal justice dollars and tax dollars by using defender-pay models and by reducing jail and prison populations

The 24/7 sobriety program includes twice-per-day on-site breath alcohol testing, remote electronic alcohol monitoring, and drug testing. The courts are given the discretion to order a participant to participate in the 24/7 sobriety program as a condition of bond or pre-trial release and may also order a participant to participate in the program as a condition of sentence or probation.

WASPC is to establish a 24/7 sobriety program pilot project in three counties and two cities of the state and to provide coordination among state, county, and municipal agencies. WASPC was authorized to develop guidelines, and establish fees for the 24/7 sobriety program pilot project.

These guidelines are meant to assist courts, law enforcement agencies, prosecutors, probation, city and county officials, and other entities, in the administration of the 24/7 sobriety program.

The guidelines, and participants' participation in the program, are subject to the orders of the Courts and the requirements of WASPC under Title 36.28A of the Revised Code of Washington.

B. 24/7 SOBRIETY PROGRAM STATUTES

RCW 36.28A.300

24/7 sobriety program.

There is created a 24/7 sobriety program to be administered by the Washington traffic safety commission in conjunction with the Washington association of sheriffs and police chiefs. The program shall coordinate efforts among various local government entities for the purpose of implementing alternatives to incarceration for offenders convicted under RCW [46.61.502](#) or [46.61.504](#) with one or more prior convictions under RCW [46.61.502](#) or [46.61.504](#).

[2013 2nd sp.s. c 35 § 23.]

RCW 36.28A.310

24/7 sobriety program pilot project.

The Washington association of sheriffs and police chiefs shall conduct a 24/7 sobriety program pilot project.

(1) Pilot project sites shall be established in no more than three counties and two cities. Local jurisdictions outside of the pilot project sites are encouraged to establish a 24/7 sobriety program as soon as practicable.

(2) The Washington association of sheriffs and police chiefs must, to the greatest extent possible, select pilot project sites from diverse geographic areas. The cities selected for participation in the project must not be from within a county selected for the program.

(3) The Washington association of sheriffs and police chiefs shall develop criteria for participation in the 24/7 sobriety program pilot project including, but not limited to:

- (a) Geographic diversity;
- (b) Sufficient volume of eligible participants to provide useable data for the pilot;
- (c) County or city commitment to administration of the program; and
- (d) Capability of the county or city law enforcement agency to effectively accommodate and administer the program.

(4) The Washington association of sheriffs and police chiefs shall provide a study of the 24/7 sobriety program project measuring changes in recidivism and related county or city savings or costs.

(5) The Washington association of sheriffs and police chiefs shall report preliminary findings and final results of the study to the governor and the legislature on an annual basis. It is the intent of the legislature that the 24/7 sobriety program shall achieve the goal of implementation statewide by January 1, 2017.

RCW 36.28A.320

24/7 sobriety account.

There is hereby established in the state treasury the 24/7 sobriety account. The account shall be maintained and administered by the Washington traffic safety commission to reimburse the state for costs associated with establishing the program and the Washington association of sheriffs and police chiefs for ongoing program administration costs. The Washington traffic safety commission may accept for deposit in the account money from donations, gifts, grants, participation fees, and user fees or payments. Expenditures from the account shall be budgeted through the normal budget process.

RCW 36.28A.330

24/7 sobriety program definitions.

The definitions in this section apply throughout RCW [36.28A.300](#) through [36.28A.390](#) unless the context clearly requires otherwise.

(1) "24/7 electronic alcohol/drug monitoring" means the monitoring by the use of any electronic instrument that is capable of determining and monitoring the presence of alcohol or drugs in a person's body and includes any associated equipment a participant needs in order for the device to properly perform. Monitoring may also include mandatory urine analysis tests as ordered by the court.

(2) "Participant" means a person who has one or more prior convictions for a violation of RCW [46.61.502](#) or [46.61.504](#) and who has been ordered by a court to participate in the 24/7 sobriety program.

(3) "Participating agency" means a sheriff's office or a designated entity named by a sheriff that has agreed to participate in the 24/7 sobriety program by enrolling participants, administering one or more of the tests, and submitting reports to the Washington association of sheriffs and police chiefs.

(4) "Participation agreement" means a written document executed by a participant agreeing to participate in the 24/7 sobriety program in a form approved by the Washington association of sheriffs and police chiefs that contains the following information:

- (a) The type, frequency, and time period of testing;
- (b) The location of testing;
- (c) The fees and payment procedures required for testing; and
- (d) The responsibilities and obligations of the participant under the 24/7 sobriety program.

(5) "24/7 sobriety program" means a twenty-four hour and seven day a week sobriety program in which a participant submits to the testing of the participant's blood, breath, urine, or other bodily substances in order to determine the presence of alcohol, marijuana, or any controlled substance in the participant's body.

[2013 2nd sp.s. c 35 § 26.]

RCW 36.28A.340

24/7 sobriety program — Counties or cities may participate. (*Effective January 1, 2014.*)

Each county or city, through its sheriff or chief, may participate in the 24/7 sobriety program. If a sheriff or chief is unwilling or unable to participate in the 24/7 sobriety program, the sheriff or chief may designate an entity willing to provide the service.

[2013 2nd sp.s. c 35 § 27.]

Notes: **Effective date -- 2013 2nd sp.s. c 35 §§ 27, 28, and 30-32:** "Sections 27, 28, and 30 through 32 of this act take effect January 1, 2014." [2013 2nd sp.s. c 35 § 44.]

RCW 36.28A.350

24/7 sobriety program — Bond or pretrial release. (*Effective January 1, 2014.*)

The court may condition any bond or pretrial release upon participation in the 24/7 sobriety program and payment of associated costs and expenses, if available.

[2013 2nd sp.s. c 35 § 28.]

RCW 36.28A.360

24/7 sobriety program — Washington association of sheriffs and police chiefs may adopt policies and procedures.

The Washington association of sheriffs and police chiefs may adopt policies and procedures for the administration of the 24/7 sobriety program to:

- (1) Provide for procedures and apparatus for testing;
- (2) Establish fees and costs for participation in the program to be paid by the participants;
- (3) Require the submission of reports and information by law enforcement agencies within this state.

[2013 2nd sp.s. c 35 § 29.]

RCW 36.28A.370**24/7 sobriety account — Distribution of funds. (Effective January 1, 2014.)**

(1) Funds in the 24/7 sobriety account shall be distributed as follows:

(a) Any daily user fee, installation fee, deactivation fee, enrollment fee, or monitoring fee collected under the 24/7 sobriety program shall be collected by the sheriff or chief, or an entity designated by the sheriff or chief, and deposited with the county or city treasurer of the proper county or city, the proceeds of which shall be applied and used only to defray the recurring costs of the 24/7 sobriety program including maintaining equipment, funding support services, and ensuring compliance; and

(b) Any participation fee collected in the administration of testing under the 24/7 sobriety program to cover program administration costs incurred by the Washington association of sheriffs and police chiefs shall be collected by the sheriff or chief, or an entity designated by the sheriff or chief, and deposited in the 24/7 sobriety account.

(2) All applicable fees shall be paid by the participant contemporaneously or in advance of the time when the fee becomes due.

RCW 36.28A.380**24/7 sobriety program — No waiver or reduction of fees. (Effective January 1, 2014.)**

The court shall not waive or reduce fees or associated costs charged for participation in the 24/7 sobriety program.

[2013 2nd sp.s. c 35 § 31.]

Notes: **Effective date -- 2013 2nd sp.s. c 35 §§ 27, 28, and 30-32:** See note following RCW [36.28A.340](#).

RCW 36.28A.390**24/7 sobriety program — Violation of terms — Penalties. (Effective January 1, 2014.)**

(1) A participant who violates the terms of participation in the 24/7 sobriety program or does not pay the required fees or associated costs shall:

- (a) Receive a written warning notice for a first violation;
- (b) Serve a term of two days imprisonment for a second violation;
- (c) Serve a term of up to five days imprisonment for a third violation;
- (d) Serve a term of up to ten days imprisonment for a fourth violation; and
- (e) For a fifth violation, the participant shall serve the entire remaining sentence imposed by the court.

(2) A sheriff or chief, or the designee of a sheriff or chief, who has probable cause to believe that a participant has violated the terms of participation in the 24/7 sobriety program or has

not paid the required fees or associated costs shall immediately take the participant into custody and cause him or her to be held until an appearance before a judge on the next judicial day.

[2013 2nd sp.s. c 35 § 32.]

C. DEFINITIONS

1. "Alcohol concentration" means the alcohol content of blood, breath, or urine by weight.
2. "Breath test" means the collection of a breath sample to measure breath alcohol concentration.
3. "Court" means a superior court, district court or municipal court in the state of Washington.
4. "Data management system" means a data management software program provided by WASPC that is designed to manage testing, participant enrollment information, data access, fees and fee payments, financial accounting, and any required reports.
5. "Drug patch" means an absorbent body perspiration collection patch used to detect the presence of controlled substances, including cocaine, marijuana, amphetamines, methamphetamine, phencyclidine, barbiturates, benzodiazepines, methadone, and opiates, including heroin, morphine, codeine, hydrocodone, and oxycodone.
6. "Participant" ("Offender") means a person who has been ordered by a court to participate in the 24/7 sobriety program. The term "participant" includes individuals released on bond, personal recognizance, pre-trial release, pre-sentencing release, pled guilty to or have been found guilty of, qualifying offense, probationers subject to supervised or unsupervised probation, and parolees. Where the context of these guidelines requires, the term participant includes juveniles.
7. "Participation Agreement" means a written document executed by a participant agreeing to participate in the 24/7 sobriety program in a form approved by WASPC that contains the following information;
 - a. The type, frequency, and time period of testing;
 - b. The location of testing;
 - c. The fees and payment procedures required for testing; and
 - d. The responsibilities and obligations of the participant under the 24/7 sobriety program.
8. 24/7 sobriety program or "program" means the program established during the 2013 WA legislative session in E2SSB 5912, Sections 23-30 and codified in RCW 36.28A. The program requires a participant to submit to testing of breath or other bodily substances

- to determine whether alcohol or drugs are present in the participant's body.
9. "Participating agency" means a sheriff or chief's department or an entity designated by a sheriff or chief that has agreed to participate in the 24/7 sobriety program.
 10. "Participating vendor" means a vendor that meets the 24/7 sobriety program criteria to provide equipment or services to implement and operate the 24/7 sobriety program as a designee of a sheriff or chief.
 11. Preliminary breath test (PBT) instruments are approved for use in the state of Washington as breath alcohol screening devices, subject to the requirements of RCW 46.61.506 and Chapter 448-15 WAC (ADMINISTRATION OF BREATH ALCOHOL SCREENING TEST). Approved PBT instruments for the state of Washington are:

Alco sensor III (Intoximeters, St. Louis, MO).
Alco sensor FST (Intoximeters, St. Louis, MO).
 12. "Program administrator" means the representative of the WASPC's staff designated to oversee the 24/7 sobriety program.
 13. "Prosecutor" means a county attorney, assistant county attorney, city attorney, or assistant city attorney in the state of Washington, and includes an assistant attorney general in the Office of Attorney General who is acting as a prosecutor.
 14. "Qualifying offense" includes a violation of RCW 46.61.502 or 504 or equivalent ordinance, in which alcohol or controlled substances are involved.
 15. "Remote alcohol screening test device" means a device designed to detect and verify the presence of alcohol or provide an estimated value of alcohol concentration and approved by the National Highway Traffic Safety Administration (NHTSA), (2) continuous alcohol monitoring through the use of an installed electronic bracelet capable of taking alcohol readings from a participant's skin to determine alcohol consumption twenty-four hours per day that may be monitored at another location by way of an analog telephone line, electronic digital transmission, or computer download or (3) wireless portable device that is capable of taking a breath alcohol sample, automated facial recognition through video or digital photos, and GPS readings and transmitting the data over the cellular network to a test monitor center, law enforcement agency, court, or probation.
 16. "Repeat offender" means an individual who has been charged with, or convicted of, a second or subsequent violation of RCW 46.61.502 - 504 or equivalent ordinance in the seven years prior to the offender's most recent offense, or an individual who has been charged with a fourth or subsequent violation of RCW 46.61.502 -504 or equivalent

ordinance within the prior 10 years.

17. "System user" means a peace officer, correctional officer, test-site operator, or other testing site personnel designated by a law enforcement agency or correctional facility administrator to enter or extract information into/from the Sobriety Program Information System.
18. "Testing site" means the facility, including a Sheriff's department, Police department, correctional facility or location designated by a Sheriff or Chief, where the 24/7 sobriety program will be administered, which may include on-site breath testing, drug patch and urinalysis testing, installation of remote electronic alcohol monitoring equipment, collection of program fees from participants, and to enter participant information into the Sobriety Program Information System.
19. "Testing site officer" means a peace officer, correctional officer, test-site operator, or supervisor designated by a Sheriff, Chief, to administer the 24/7 sobriety program, which may include conducting twice-per-day alcohol breath testing, drug patch and urinalysis testing, activating, deactivating, downloading data from remote electronic alcohol monitoring equipment, collecting program fees from participants, and entering participant information into the Sobriety Program Information System.
20. "Test site supervisor" means an individual assigned to oversee, manage, and supervise test site activities. These activities may include but are not limited to: supervision, scheduling, budgets, conducting financial audits, and preparing reports.
21. "Urinalysis testing" means urine specimen collection procedures to detect the presence of alcohol and controlled substances, including cocaine, marijuana, amphetamines, methamphetamine, phencyclidine, barbiturates, benzodiazepines, methadone, and opiates, including heroin, morphine, codeine, hydrocodone, and oxycodone.

D. TESTING SITE

1. The Sheriff or Chief in each county or city shall designate a 24/7 sobriety program testing site, or sites, to conduct twice-per-day alcohol breath testing, drug patch and urinalysis testing, activating, deactivating, downloading data from remote electronic alcohol monitoring equipment, the collection of program fees from participants in the 24/7 sobriety program, and to enter participant information into the Sobriety Program Information System.
2. The testing site may never permit a juvenile participant who is participating in the 24/7 sobriety program under an order of the Juvenile Court to enter into a secure facility or a secure part of a facility or be securely detained absent the written authorization of the referring Juvenile Court.

E. 24/7 SOBRIETY TESTING AS A CONDITION OF BOND OR PRE-TRIAL RELEASE

1. The courts, in their discretion, may require a participant to refrain from the use of alcohol and impose a condition of alcohol testing in a bond order or as a condition of bond or pre-trial release, not only to assure the participant's attendance at scheduled court appearances, but to further public safety by seeking to prevent the commission of offenses that are similar to the charged offense.
2. The court may require the participant to participate in the 24/7 sobriety program for any length of time up to case adjudication.

F. 24/7 SOBRIETY TESTING AS A CONDITION OF POST-CONVICTION RELEASE

1. If an offender has pled guilty to, or has been found guilty of, a qualifying offense, a court may order the offender not to consume any alcoholic beverages or controlled substances and to participate in the 24/7 sobriety program as a condition of the offender's sentence or probation for a minimum of six months.

G. STATEMENT OF PARTICIPATION

1. A participant in the 24/7 sobriety program, pursuant to an order of the court, shall execute a statement in the presence of the testing site officer or the clerk of the court, or if on supervised probation, in the presence of a parole and probation officer, acknowledging and agreeing to the terms and conditions of the referring court ordering the participant to participate in the sobriety program.
2. If a juvenile is participating in the 24/7 sobriety program pursuant to an order of the Juvenile Court, the juvenile participant, and the juvenile participant's parent(s), legal guardian, or legal custodian, shall execute a statement in the presence of a testing site officer acknowledging and agreeing to the terms and conditions of the Juvenile Court ordering the juvenile participant to participate in the sobriety program.

H. SOBRIETY PROGRAM INFORMATION SYSTEM

1. At the time of enrollment, a test site officer shall obtain necessary participant identification information and enter it into the Sobriety Program Information System. The information shall be obtained from the participant and photo identification such as a passport, driver license, or photo identification card and must include the court case number, general participant demographics including, but not limited to, the participant's name, address, date of birth, social security number, and employment or school. The social security number must be kept confidential pursuant to RCW 26.23.150.

2. The testing site officer shall check the Sobriety Program Information System for the participant and complete the following:
 - a. If the participant's name does not appear in the Sobriety Program Information System, the testing site officer shall make a new entry, take a digital photograph of the participant, and download the picture, scan the court order, and signed participant agreement into the computer file.
 - b. If the participant is listed in the Sobriety Program Information System, and the participant is back in the 24/7 sobriety program for the same case, the testing site officer shall update the participant's file information, photograph the participant and download the photograph and court order into the Sobriety Program Information System.
 - c. Anytime a previous participant re-enters the 24/7 sobriety program for a new case, the testing site shall make a new entry, take a digital photograph of the participant, and download the picture, court order, and participant agreement into the computer file. The participant will be charged a new thirty dollar (\$30.00) enrollment fee.
 - d. All information in the Sobriety Program Information System will be kept current and will be kept confidential when required by law.

I. SOBRIETY PROGRAM TESTING FEES

1. Enrollment
 - a. Each participant enrolled in the 24/7 Sobriety Program will pay a thirty (\$30.00) enrollment fee for each new case they are involved with. The enrollment fee will be deposited in the local 24/7 sobriety account.
2. On-Site Portable Breath Test (PBT) Fees.
 - a. Each participant assigned to on-site breath testing shall pay two dollars (\$2.00) per test, (\$1.00) test fee, (\$.50) user fee and (\$.50) participation fee. The One dollar (\$1.00) test fee and (\$.50) user fee will be deposited in the local 24/7 sobriety account and the fifty cent (\$.50) participation fee will be deposited in the state 24/7 sobriety account. The fee is payable contemporaneously or in advance on a weekly or monthly basis, or in accordance with a schedule established at the testing site. This does not preclude the participant from paying in advance for a period of time more than one month.
3. Remote Electronic Alcohol Monitoring User and Participation Fee.
 - a. Each participant assigned to remote electronic alcohol monitoring, i.e. remote breath device, transdermal device, shall pay;
 - i. \$9.00 per day for a remote breath testing device. \$.50 per day would go to the state 24/7 account. \$8.50 per day would go to the local 24/7 sobriety account to pay for monitoring, equipment rental/lease purchase, and

overhead. This remote breath testing is relatively new and we recommend limited use until further testing is done.

- ii. \$12.00 per day for a transdermal device (ankle bracelet) and a \$30.00 de-activation fee. The \$30.00 de-activation fee would be deposited into the local 24/7 sobriety account. \$.50 per day of the \$12.00 per day fee would go to the state 24/7 account. \$11.50 per day would be deposited into the local 24/7 sobriety account to pay for monitoring, equipment purchase or rental and overhead.

4. Urinalysis/Drug Patch Fees.

- a. \$10.00 per test for urinalysis plus the charge of laboratory confirmation on a positive screening test. \$.50 per test would go to the state account. \$9.50 per test would be deposited into the local 24/7 sobriety account to pay for drug kits and overhead.
- b. \$50.00 per patch/week for drug patch testing. \$.50 per patch would go to the state 24/7 account. \$49.50 per patch would go to the local 24/7 sobriety account to pay for the drug patch and overhead.
- c. The duration of urinalysis/drug patch testing will be determined by the court. The time and location of the urine testing will be determined by the individual 24/7 sobriety testing center.

5. Juvenile User and Participation Fees.

- a. The same fees applicable to adult participants are applicable to juveniles ordered by the Juvenile Court to participate in the 24/7 sobriety program.

6. Warrant/Incarceration Fees.

- a. Participants that violate the 24/7 Sobriety Program may be subject to warrant service and incarceration fees. Warrant service and/or incarceration fees will be assessed by the court and deposited in the local 24/7 Sobriety Account.

7. Method of Payment.

- a. Each participant shall pay testing fees contemporaneously or in advance. This does not preclude the participant from paying in advance for a longer period of time. The participant shall pay the testing or monitoring fees in cash, cashier check, money orders, or electronically if the participating agency accepts these transactions. No personal checks will be accepted. No test will be administered before payment is received and participants will not be allowed to test if there is no money in their account. If a participant shows up to test and there is no money in their account nor do they have money to pay the test fee the testing officer will record the event in the sobriety information system as a (no show). The officer shall provide a receipt to the participant for testing or monitoring

fees paid, if the participant requests, and enter a record of the payment into the Sobriety Program Information System to track each participant's payments.

- b. If a participant has a positive balance upon completion or termination of the sobriety program, it will be distributed according to the local jurisdiction's financial accounting practices.

8. Twenty-Four Seven Sobriety Program Funds.

- a. Pursuant to RCW 36.28A.370, the Sheriff or Chief, or an entity designated by the sheriff or chief shall collect daily user fees, installation fees, deactivation fees, enrollment fees, or monitoring fees and deposit them with the county or city treasurer of the proper county or city, the proceeds of which shall be applied and used only to defray the recurring costs of the 24/7 sobriety program including maintaining equipment, funding support services, and ensuring compliance with the program.
- d. Any participation fee collected in the administration of testing under the 24/7 sobriety program shall be collected by the sheriff or chief, or an entity designated by the sheriff or chief, and electronically deposited in the state 24/7 sobriety account, fund 18K. Failure to Pay Program Fees.
 - i. If a participant fails to pay for any program fees required under the 24/7 sobriety program they will be incarcerated until they can be seen by the judge.
 - ii. If the participant is a juvenile participating in the program under an order of the Juvenile Court, the testing site shall report the juvenile participant's failure to pay the program fees to the Juvenile Court.

PARTICIPANT TESTING PROCEDURES

A. PARTICIPANT PLACEMENT IN THE 24/7 SOBRIETY TESTING PROGRAM

- 1. A participant charged with a qualifying offense is eligible for participation in the 24/7 sobriety testing program if a court has ordered the participant to participate in the program as a condition of bond or pre-trial release, as a condition of pre-sentencing release, or as a condition of the participant's sentence or probation.

2. Upon being placed on the 24/7 Sobriety Program by the court the participant shall report to the testing site designated by the court no later than the next business day. The participant shall produce photo identification and a copy of the court order authorizing the participant to participate in the sobriety program. At that time, a testing site officer shall review the program requirements, including fees and consequences of any violations, with the participant, and enter participant information into the Sobriety Program Information System.
3. If a participant has been ordered to participate in the 24/7 sobriety program, but the participant is in physical custody, the participant may not be placed into the program until the participant is released from physical custody. A participant on work release may be required to participate in the program.
4. A participant ordered to participate in the 24/7 sobriety program shall execute a participation statement at the testing site, or in the presence of the clerk of court or a parole and probation officer, to acknowledge and agree to the terms and conditions of the referring court ordering the participant to participate in the program. The participant will receive a copy of the program requirements and the statement.
5. The testing site or court officer will review the sobriety program participation agreement with the participant, witness the signature, and scan or enter the document/data into the Sobriety Program Information System. The participant will also receive a copy of the agreement.
6. If the participant ordered to participate in the 24/7 sobriety program as a condition of bond or other pre-trial release or pre-sentencing release refuses to sign the sobriety program participation statement, the testing site officer shall notify the referring or sentencing court. The referring court may revoke, modify, or set other conditions of bond or pre-trial release or pre-sentencing release.
7. If the participant refuses to sign the 24/7 sobriety program participation statement and the participant is on unsupervised probation, the testing site officer shall notify the prosecutor and the sentencing court. The referring court may revoke, modify, or set other conditions of probation.
8. If the participant refuses to sign the 24/7 sobriety program participation statement and the participant is on supervised probation, the testing site shall notify the participant's supervising parole and probation officer. The parole and probation officer may request the sentencing court to modify or revoke the participant's probation.
9. If the participant refuses to sign the 24/7 sobriety program participation statement and the participant is a parolee, the testing site officer shall notify the participant's

supervising parole and probation officer. The parole and probation officer may request the Parole Board modify or revoke the participant's parole.

10. If a juvenile participant has been ordered to participate in the 24/7 Sobriety Program and the juvenile participant and the juvenile participant's parent(s), legal guardian, or legal custodian refuses to sign the 24/7 sobriety program participation statement and release of information consent waiver, the testing site shall notify the Juvenile Court. The testing site may not detain the juvenile without the written authorization of the Juvenile Court.

B. ADMINISTRATION OF TWICE-PER-DAY BREATH TESTS

1. All participants in the 24/7 sobriety program on-site breath testing shall submit to twice-daily breath test seven days per week unless other testing methodology is ordered by the court. The tests will be given on time intervals of approximately 12 hours in between tests and will be at approximately the same times each day.
2. If a participant is participating in the 24/7 sobriety program as a condition of bond or unsupervised probation, the participant may request breath testing at another testing site with the approval of the referring court. The participant shall provide notice to the participant's original testing site and the proposed testing site. The participant may be required to pay testing fees to the proposed testing site. The participant shall be responsible for making the arrangements between the test sites.
3. Unless the referring or sentencing court has directed otherwise, or unless a supervising probation and parole officer has directed otherwise, a testing site may coordinate with another testing site to transfer testing at the request of the participant. The participant may be required to pay testing fees to the proposed testing site.
4. If a juvenile participant is participating in the 24/7 sobriety program on-site breath testing program pursuant to an order of the Juvenile Court, the juvenile participant shall submit to testing at the test site designated by the Juvenile Court. The juvenile participant may submit to testing at another testing site with the written approval of the Juvenile Court. The juvenile participant may be required to pay testing fees to the proposed testing site. The juvenile participant, or the juvenile participant's parents, shall be responsible for making the arrangements between the test sites.
5. A juvenile participant may not be subject to breath testing in a secure part of a law enforcement agency or correctional facility.
6. A participant may not consume or ingest any substance, including alcohol in any form, mouthwash, toothpaste, medicine, or coffee, and may not use any tobacco products,

- including chewing tobacco, cigarettes, or cigars, within fifteen minutes before a breath test.
7. A participant shall arrive within the test period(s) set by the participating agency. Late arrival by the participant will be recorded as a (no show).
 8. The testing site officer shall perform a breath test as follows:
 - a. Breath testing must be in accordance with the operating manual/training for the breath testing device and conducted by a trained operator.
 - b. The officer shall record the test result and the time of the test in the Sobriety Program Information System.
 9. If the breath test result indicates the presence of alcohol, the testing site officer shall direct the participant to an area in plain view of the testing site officer, wait for 15 minutes and administer another test.
 10. The test site officer shall instruct the participant to refrain from eating, drinking or placing anything in their mouth during the 15 minute wait period. If the participant fails to abide by the officer's order, a failed test will be recorded and the participant may go to jail.

C. EXCUSED ABSENCE

1. The referring court may excuse a participant from a scheduled breath test. There must be a signed order from the court, or if the participant is on supervised parole or probation, there must be signed authorization from the participant's supervising parole and probation officer.
2. The testing site may excuse a participant from a scheduled breath test based upon exigent circumstances, including inclement weather, emergencies, and legitimate health problems.
 - a. The testing site shall record the excused absence in the Sobriety Program Information System and notify the court or probation officer.
3. A participant will not be excused from a scheduled breath test because the participant failed to make appropriate travel arrangements.

D. RECORDING TEST RESULTS

1. The testing site where the breath test was administered shall record the result of the breath test in the Sobriety Program Information System.
2. The testing site where the participant is assigned will record other remote electronic tampering or test failures into the Sobriety Program Information System, i.e. transdermal or remote breath.

E. VIOLATIONS

1. Positive Breath Test.
 - a. A breath alcohol concentration of at least 0.02 by weight after a second breath test or confirmed alcohol event on a transdermal device constitutes a violation of the twenty-four seven sobriety program. It is also a violation if the participant admits to the consumption of alcohol.
 - b. If there is a violation, the testing site shall detain the participant and notify a law enforcement officer, the referring court, and the prosecutor of the violation. The participant shall be taken into custody pending further court proceedings. If the participant is a supervised probationer, the testing site shall also notify the supervising probation officer of the violation and that the participant has been detained and taken into custody.
 - c. The testing site shall complete a violation report and forward a copy of the report to the prosecutor or the court.
 - d. If a participant has a positive breath test, or admits to the consumption of alcohol, and leaves the testing site before the participant can be detained, the testing site shall notify a law enforcement officer, the prosecutor and the court as soon as possible. The court may issue a bench warrant to take the participant back into custody. If the participant is a supervised probationer or parolee, the testing site officer shall notify the participant's supervising parole and probation officer as reasonably soon as possible.
 - e. If a juvenile participant has a positive breath test, or admits to the consumption of alcohol, the testing site shall notify the Juvenile Court as reasonably soon as possible. The juvenile participant may not be held in secure detention absent written authorization from the Juvenile Court.
 - f. The testing site shall record the violation in the Sobriety Program Information System.
2. Failure to Appear for Scheduled Testing.

- a. If a participant fails to contact the testing site to participate in the program, the testing site shall immediately notify the prosecutor and the court. The court may issue a bench warrant to take the participant into custody.
- b. If a participant fails to appear for a scheduled breath/drug test, the testing site shall record a (no show) in the Sobriety Program Information System and immediately notify the prosecutor and the court. The court may issue a bench warrant directing a law enforcement officer to take the participant back into custody and to appear before the court.
- c. If a participant fails to appear for a scheduled breath/drug test and the participant is an unsupervised probationer, the testing site shall record a (no show) in the Sobriety Program Information System and immediately notify the prosecutor and the court. The court may issue a bench warrant directing a law enforcement officer to take the participant back into custody and to appear before the court.
- d. If a participant fails to appear for a scheduled breath/drug test and the participant is a supervised probationer or parolee, the testing site record a (no show) in the Sobriety Program Information System and immediately notify the participant's supervising parole and probation officer that the participant failed to show for testing.
- e. If the participant is a juvenile participant, the testing site shall record a (no show) in the Sobriety Program Information System and immediately notify the Juvenile Court that ordered the juvenile to participate in the 24/7 sobriety program of the violation. A juvenile may not be taken into secure detention for a violation of the 24/7 sobriety program without the written authorization of the Juvenile Court.
- f. The testing site officer will follow the order of the court regarding sanctions for a (no show).

3. Late Arrival.

- a. If a participant notifies the test site but arrives late for a scheduled breath test more than two times in a six-month period, the participant will be considered to be in violation of the program unless the participant has made prior approved arrangements with the testing site.

- b. A participant who arrives late for a scheduled breath test without having made prior approved arrangements with the testing site is in violation of the 24/7 sobriety program and may be immediately taken into custody by a law enforcement officer. The court shall be notified. Alternatively, the court may issue a bench warrant for a law enforcement officer to take the participant into custody and appear before a court. The prosecutor, sentencing court, or probation shall be notified based on the participant's participation agreement.
- 4. Standing Orders for Violations of the 24/7 Sobriety Program
 - a. A court may issue a standing order establishing procedures for taking participants into custody, for bench warrants, warnings, or for orders to show cause for participants who have violated the sobriety program (RCW 36.28A.390), including having a positive breath/drug test, device tampering, failure to appear, or being late for on-site breath/drug testing.
- 5. Taking participants into custody for violations of 24/7 sobriety program conditions.
 - a. RCW 36.28A.390 authorizes a law enforcement officer who has reasonable cause to believe a participant has violated a lawful order of the court that requires the individual to participate in the 24/7 Sobriety Program to immediately take the individual into custody without a warrant for a violation of the program. The individual may not be released from custody on bail or on the individual's recognizance unless the individual has made a personal appearance before a magistrate.
 - b. A juvenile participant participating in the 24/7 sobriety program through the Juvenile Court may never be taken into secure detention for a violation of the 24/7 sobriety program; but instead, may only be placed in attendant care or other placement determined by the Juvenile Court. The juvenile participant may not be held in secure detention absent written authorization from the Juvenile Court.

REMOTE ELECTRONIC ALCOHOL MONITORING

A. FACTORS FOR ELIGIBILITY FOR REMOTE ELECTRONIC ALCOHOL MONITORING INCLUDES

- 1. The participant is charged with a qualifying offense and a court has ordered as a condition of bond, pre-trial release, pre-sentencing release, sentence or probation that the participant participates in the 24/7 sobriety program.

2. Exigent circumstances exist, for the participant to personally report to a law enforcement agency or testing facility for on-site breath alcohol testing.
3. Based on prior contact with law enforcement or the courts, the participant is known to be at high risk for consumption of alcohol.
4. The participant has a revoked or suspended license and does not have a lawful transportation alternative for on-site testing.
5. A remote electronic alcohol monitoring device and the supporting equipment, including a modem, are available.
6. The participant is capable of wearing a bracelet and/or paying the daily user, participation, equipment, monitoring, activation and deactivation fees.
7. If a juvenile participant has been ordered by the Juvenile Court to participate in the 24/7 sobriety program and the Juvenile Court has determined the juvenile should participate by remote electronic alcohol monitoring.

B. REMOTE ELECTRONIC ALCOHOL MONITORING PROCEDURE

1. The court shall advise the participant that as a condition of bond or other pre-trial release, pre-sentencing release, sentence, or probation, the participant may be placed in the sobriety program and subject to remote alcohol monitoring equipment.
2. The participant shall report to a law enforcement agency or their designee. A testing site officer shall advise the participant of the remote electronic alcohol monitoring requirements, have the participant sign a statement acknowledging the remote electronic alcohol monitoring requirements, install or arrange for the installation of the bracelet or other device, provide any other equipment as necessary, schedule times for remote electronic alcohol monitoring reporting and enter the testing device into the participants record in the Sobriety Program Information System.
3. The testing site shall advise the participant as to all remote electronic alcohol monitoring equipment requirements, replacement costs and the participant's responsibility for any damaged, lost, or destroyed remote electronic alcohol monitoring equipment.
4. The participant must be within the range of the remote electronic alcohol monitoring equipment at reporting times scheduled by the testing site if applicable. Remote electronic alcohol tests may be at regular or random intervals.

5. If a juvenile participant is participating in the 24/7 sobriety program, the Juvenile Court shall advise the juvenile participant and the testing site of the Juvenile Court's remote electronic alcohol monitoring requirements.

C. VIOLATIONS OF REMOTE ELECTRONIC ALCOHOL MONITORING/ NON-COMPLIANCE REPORTING

1. Violations of remote electronic alcohol monitoring include positive alcohol detection and obstruction, tampering, damaging, or removal of the bracelet or the supporting equipment, or failure to be within the range of the remote electronic alcohol monitoring equipment at reporting times scheduled by the testing site.
2. The detection of a blood alcohol concentration at a level of .02 by weight or more constitutes positive alcohol detection in violation of the sobriety program requirements.
3. If the remote electronic alcohol monitoring test data cannot be communicated, the testing site monitoring the participant shall contact the participant and investigate if there has been a communication failure or a violation. If the participant is a parolee or probationer, the testing site officer shall notify the supervising parole and probation officer who will contact the participant and investigate if there has been a communication failure or a violation.
4. The testing site officer shall report all confirmed violations and communication failures to the court and the prosecutor, or if the participant is on supervised parole or probation, to the participant's supervising parole and probation officer.
5. If there has been a violation, the court may issue a bench warrant and order the participant be taken into custody. If the participant is on supervised parole or probation, the participant's supervising parole and probation officer shall make a determination whether to bring a petition for modification of the terms of supervision or for revocation of parole or probation.
6. The court may revoke or modify conditions of bond or pre-trial release, post-conviction release, sentence, or probation, upon hearing if there has been a violation, and may order the participant be taken into custody.
7. If a juvenile participant who has been placed on the 24/7 Sobriety Program by the Juvenile Court violates a condition of remote electronic alcohol monitoring surveillance, the testing site shall notify the Juvenile Court of the violation. A juvenile may not be taken into custody and placed in secure detention for a violation of remote electronic alcohol monitoring surveillance without the written authorization of the Juvenile Court

8. The testing site officer shall also enter any electronic alcohol monitoring surveillance violation or communication failure into the Sobriety Program Information System.

D. REMOVAL OF AND PAYMENT FOR REMOTE ELECTRONIC ALCOHOL MONITORING BRACELET AND SUPPORTING EQUIPMENT

1. Only testing site personnel may remove the bracelet from a participant, and only:
 - a. When the program is complete;
 - b. Upon order of the court;
 - c. If the participant is taken into custody;
 - d. If medically necessary;
 - e. If the bracelet malfunctions; or
 - f. For routine maintenance.
 - g. If the participant has switched from remote electronic alcohol monitoring to twice-per-day breath testing.
2. The participant shall return all remote electronic alcohol monitoring equipment at the time of removal of the bracelet, unless another bracelet is installed on the participant.
3. The participant shall be responsible for all costs, including replacement and repair of a damaged bracelet, or other supporting equipment.

URINALYSIS AND DRUG TESTING

A. URINALYSIS TESTING

1. Urinalysis testing will be at random intervals.
2. If a participant has a positive sample, the testing site shall ask the participant whether the participant has used alcohol or controlled substances. If the participant admits using alcohol or controlled substances, the testing site shall request the participant sign a written admission.
3. If a participant's sample is positive for alcohol or a controlled substance, the participant is in violation of the program. If there is a violation, the testing site officer shall notify the referring court and the prosecutor of the violation. The testing site officer shall request a law enforcement officer to take the participant into custody pending further court proceedings. If the participant is a probationer or parolee, the testing site shall notify the participant's supervising parole and probation officer.
4. A positive sample may be sent to a laboratory for confirmation. If the participant admits to using alcohol or controlled substances and signs a written admission, it is not necessary to send the sample to a laboratory for confirmation.

5. If the participant defrauds the urine test, it is a violation of the program. If the participant defrauds the urine test, the testing site shall notify the referring court and the prosecutor of the violation. The testing site shall also request a law enforcement officer to take the participant into custody pending further court proceedings. If the participant is a probationer or parolee, the testing site shall notify the participant's supervising parole and probation officer.
6. A court may issue its own standing order under (RCW 36.28A.390) for taking participants into custody, for bench warrants, or for orders to show cause for participants who have a positive urine test for alcohol or controlled substances pending laboratory confirmation.
7. If a Juvenile Court has ordered a juvenile participant to be subject to urine testing under the 24/7 sobriety program, and the juvenile defrauds the test or submits a positive urine sample, the testing site shall notify the Juvenile Court that ordered the juvenile participant to submit to urine testing as part of the 24/7 sobriety program of the violation.

B. DRUG PATCH TESTING

1. If a participant has been ordered to participate in the program by drug patch testing, the testing site shall place the drug patch on the participant in accordance with the manufacturer's instructions.
2. Only the testing site officers may remove the drug patch from the participant. Removals will be in accordance with the manufacturer's recommendations.
3. If the drug patch is positive for a controlled substance, been tampered with, or if the drug patch has been removed without authorization from the testing site, the participant is in violation of the program.
4. If a participant is in violation of the program because of a positive drug patch, the testing site may detain the participant and notify the referring court and the prosecutor of the violation. If a licensed peace officer is not available at the testing site, the testing site may request a law enforcement officer to take the participant into custody pending further court proceedings. If the participant is a probationer or parolee, the testing site shall notify the participant's supervising parole and probation officer.
5. A court may issue its own standing order under (RCW 36.28A.390) for taking participants into custody, for bench warrants, or for orders to show cause for participants who have a positive drug patch test for controlled substances pending laboratory confirmation.

6. If the Juvenile Court has ordered a juvenile participant to participate in the 24/7 sobriety program by drug patch testing, if the juvenile participant is in violation of the program because of a positive drug patch, the testing site shall notify the Juvenile Court of the violation. The juvenile participant may not be placed in secure detention without the written authorization of the Juvenile Court.

COMPLETION, TERMINATION, RE-ENTRY

A. COMPLETION OR TERMINATION

1. A participant's participation in the program ends upon completion of the program or termination of the program.
2. If the participant was in the program as a condition of bond or other pre-trial release, completion of the program means there has been a final disposition of the criminal offense, including acquittal or conviction and imposition of sentence, or if the participant was on pre-sentencing release, imposition of sentence.
3. If the participant has been assigned to the program as a condition of sentence or probation, completion of the program means the participant has met the established time and conditions of the sentence or probation set by the court. For unsupervised probation, the court will notify the testing site the participant has completed the program. For supervised probation, the supervising probation officer will notify the testing site the participant has completed the program.
4. Termination of the program means the court has determined that the participant will no longer participate in the program, either because the participant has violated the terms and conditions of the program, or because the court has determined the participant is not required to participate in the program.
5. If the participant has been assigned to the program as a condition of parole, completion of the program means the participant has met the established time and conditions of the sentence or probation set by the Parole Board.
6. If the participant is a juvenile participant, completion of the program means the juvenile participant has met the terms and conditions of the Juvenile Court for completion of the 24/7 sobriety program.

7. The testing site shall enter the participant's completion of the program or termination of the program into the Sobriety Program Information System upon notification that the participant has completed the program or has been terminated from the program.

B. RE-ENTRY INTO PROGRAM

1. The court may authorize a participant to re-enter the program after the participant has violated the program in accordance with terms and conditions established by the court.
2. The Juvenile Court may authorize a juvenile participant to re-enter the 24/7 Sobriety Program after the juvenile has violated the program in accordance with terms and conditions established by the juvenile court.
3. If the participant had been previously terminated from the program and the court authorizes re-entry, the participant will pay the \$30.00 enrollment fee for re-entry into the Sobriety Information System.

24/7 SOBRIETY PROGRAM MANAGEMENT GROUP

WASPC will establish a 24/7 sobriety program management group. The group will meet at least annually to review the program guidelines, fee structure, statutes, and forms. The group will include, at a minimum:

- a. The WASPC 24/7 Sobriety Program Manager;
- b. Two representatives from rural participating agencies, one representing eastern Washington and one representing western Washington if possible;
- c. Two representatives from urban participating agencies, one representing eastern Washington and one representing western Washington if possible;
- d. A Judge representing one of the participating agencies;
- e. A Prosecutor representing one of the participating agencies;
- f. A Public Defender or member of the Defense Bar;
- g. A representative from a private vendor under contract with a participating agency to conduct 24/7 sobriety program testing; and
- h. A representative from the Washington Traffic Safety Commission.

APPENDIX I

SAMPLE
INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON ASSOCIATION OF SHERIFFS AND POLICE CHIEFS,
THURSTON COUNTY SHERIFF'S OFFICE AND FRIENDSHIP DIVERSION SERVICES

THIS AGREEMENT is made and entered into by and between the Washington Association of Sheriffs and Police Chiefs hereinafter referred to as "WASPC", the Thurston County Sheriff's Office (Thurston County), and Friendship Diversion Services (Friendship). Both the Thurston County and Friendship are hereinafter each referred to as a "Participating Agency" pursuant to RCW 36.28A.330. As detailed in RCW 36.28A.330 and RCW 36.28A.340, the Thurston County Sheriff's Office has designated Friendship as the entity that will administer the tests, collect fees, and submit reports to both the Thurston County Sheriff's Office and WASPC as required by this Agreement and RCW 36.28A.300-390.

THEREFORE, IT IS MUTUALLY AGREED THAT the participating agencies shall establish and maintain a 24/7 Sobriety Program as outlined in RCWs 10.21.055, 36.28A.300-390, 46.61.5055, SB 6413, Chapter 100, Laws of 2014, and Exhibit A, to monitor people charged with, arrested for or convicted of one or more offenses of RCW 46.61.502 (DUI) or 46.61.504 (Physical Control).

PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence on June 2, 2014 and remain in effect until June 30, 2015 unless terminated sooner, as provided herein. This Agreement may be extended by mutual agreement of the parties. Extensions shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

COMPENSATION

The cost of and fees collected to accomplish the work is described in Exhibit A.

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct funds expended and/or collected by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of all parties, other personnel duly authorized by the parties, or the Office of the State Auditor so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years.

Records and other documents, in any medium, furnished by one party to this Agreement to the others party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RIGHTS IN DATA

Unless otherwise provided, WASPC data that originates from this Agreement shall be owned by WASPC. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

TERMINATION

Any party subject to this Agreement may terminate this Agreement upon thirty (30) days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

TERMINATION FOR CAUSE

If, for any cause, any party to this Agreement does not fulfill in a timely and proper manner its obligations under this Agreement, or if any party violates any of these terms and conditions, the aggrieved party will give the other parties written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) business days. If failure of violation is not corrected, within the fifteen (15) business days, this Agreement may be terminated immediately by written notice of the aggrieved parties to the other.

NONDISCRIMINATION

The participating agencies will comply with all applicable Washington State statutes and implementing regulations relating to nondiscrimination.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

SERVICES PROVIDED BY FRIENDSHIP

Friendship represents that it is qualified and possesses the necessary expertise, knowledge, training, and skills, and has the necessary licenses and/or certification to perform the services set forth in this Agreement.

Friendship shall administer the tests, collect fees and submit reports as detailed in the agreement and in RCW 36.28A.300-390.

- a. A detailed description of the services to be performed by Friendship is set forth in Exhibit A and RCW 36.28A.300-390, which is attached hereto and incorporated herein by reference.
- b. Friendship agrees to provide its own labor and materials. Unless otherwise provided for in the Agreement, and by the attached Addendum dated April 29, 2014 which is incorporated herein by reference, no material, labor, or facilities will be furnished by Thurston County.
- c. Friendship shall perform according to standard industry practice, the work specified by this Agreement.
- d. Friendship shall complete its work in a timely manner and in accordance with the schedule agreed to by the parties.
- e. Friendship shall, from time to time, during the progress of the work, confer with Thurston County and WASPC. At Thurston County's request, Friendship shall prepare and present status reports on its work.

SERVICES PROVIDED BY THURSTON COUNTY

In order to assist Friendship in fulfilling its duties under this Agreement, Thurston County shall provide the following:

- a. Relevant information as exists to assist Friendship with the performance of Friendship's services.
- b. Coordination with other County Departments and WASPC as necessary for the performance of Friendship's services.

- c. Services, documents, or other information identified in Exhibit A.

COMPENSATION

- a. For the services performed hereunder, Friendship shall be compensated based upon mutually agreed rates contained in Exhibit A, which is attached hereto and incorporated herein by reference. These amounts shall be paid by the participants of this program. All moneys collected must be deposited in the State and Local 24/7 Sobriety accounts as described in RCW 36.28A.300-390.
- b. No payment shall be made for any work performed by Friendship, except for work identified and set forth in this Agreement or supporting exhibits or attachments incorporated by reference into this Agreement.
- c. Friendship may, in accordance with Exhibit A, submit invoices to Thurston County not more often than once per month during the progress of the work for partial payment of work completed to date. Invoices shall cover the number of tests Friendship performed and the testing apparatus used for each participant enrolled in the 24/7 Sobriety Pilot Program during the billing period. Thurston County shall pay Friendship for services rendered in the month following the actual delivery of the work and will remit payment within thirty (30) days from the date of receipt of billing from the 24/7 Local fund as described per statute.
- d. Friendship shall not be paid for services rendered under the AGREEMENT unless and until they have been performed to the satisfaction of Thurston County.
- e. In the event that Friendship has failed to perform any substantial obligation under this Agreement and such failure has not been cured within ten (10) days following notice from Thurston County, then Thurston County may, in its sole discretion, upon written notice to Friendship, withhold any and all monies due and payable to Friendship, without penalty until such failure to perform is cured or otherwise adjudicated. "Substantial" for purposes of this Agreement means faithfully fulfilling the terms of the Agreement with variances only for technical or minor omissions or defects.
- f. Unless otherwise provided for in this Agreement or any exhibits or attachments hereto, Friendship will not be paid for any billings or invoices presented for payment prior to the execution of the Agreement or after its termination.

SAFEGUARDING PERSONAL INFORMATION

- a. Personal information collected, used or acquired in connection with this Agreement shall be used solely for the purposes of this Agreement. Friendship agrees not to release, divulge, publish, transfer, sell or otherwise make known personal information without the express written consent of the entities or as provided by law.
- b. Friendship agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information. Thurston County reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by Friendship through this Agreement. To the extent required by law,

Friendship shall certify the return or destruction of all personal information upon expiration of this Agreement.

c. Any breach of this Section may result in termination of the Agreement and the demand for return of all records in connection with this Agreement. Friendship agrees to indemnify and hold harmless Thurston County for any damages related to Friendship's unauthorized use or disclosure of personal information.

d. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, date of birth, social security numbers, driver's license numbers, other identifying numbers, and any financial identifiers. Personal Information includes "Protected Health Information" as set forth in 45 CFR § 160.103 as currently drafted and subsequently amended or revised and other information that may be exempt from disclosure to the public or other unauthorized persons under either Chapters 42.56, 70.02, 70.24, 70.96A and 71.05, 42 CFR Part 2, and other federal and state statutes and regulations governing confidentiality or disclosure.

HOLD HARMLESS AND INDEMNIFICATION

a. Friendship shall hold harmless, indemnify and defend Thurston County, WASPC, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, losses, expenses, damages, and judgments of any nature whatsoever, including costs and attorneys fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of Friendship's acts, errors or omissions or the acts, errors or omissions of its employees, agents, subcontractors or anyone for whose acts any of them may be liable, in the performance of this Agreement. Claims shall include, but not be limited to, assertions that information supplied or used by infringes any patent, copyright, trademark, trade name, or otherwise results in an unfair trade practice. PROVIDED HOWEVER, that Friendship's obligations hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of Thurston County, WASPC, its officers, officials, employees or agents. PROVIDED FURTHER, that in the event of the concurrent negligence of the parties, Friendship's obligations hereunder shall apply only to the percentage of fault attributable to Friendship, its employees, agents or subcontractors.

b. In any and all claims against Thurston County, WASPC, its officers, officials, employees and agents by any employee of Friendship, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Friendship or subcontractor under Worker's Compensation acts, disability benefits acts, or other employee benefits acts, it being clearly agreed and understood by the parties hereto that Friendship expressly waives any immunity Friendship might have had under Title 51 RCW. By executing the Agreement, Friendship acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract Friendship makes with any subcontractor or agent performing work hereunder.

c. Friendship's obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by Friendship, Friendship's employees, agents or subcontractors.

INSURANCE

a. Commercial General Liability: Friendship will maintain Commercial General Liability (CGL) with limits of at least \$1,000,000 per occurrence and naming WASPC and Thurston County as additional insured. Friendship's CGL coverage shall be primary and non-contributory in relation to any policies maintained by WASPC and/or Thurston and in regard to all services rendered by Friendship.

b. Professional Legal Liability: Friendship shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to Friendship's profession and shall be written subject to limits of not less than \$1,000,000 per loss.

The coverage shall apply to liability for a professional error, act or omission arising out of the scope of Friendship's services defined in this Agreement. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Agreement or within the scope of Friendship's services as defined by this Agreement including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Agreement.

c. Workers' Compensation (Industrial Insurance): Friendship shall maintain workers' compensation insurance as required by Title 51 RCW, and shall provide evidence of coverage to the Thurston County Risk Management Division.

Friendship shall send to Thurston County at the end of each quarter written verification that the premium has been paid to the Washington State Department of Labor and Industries for Industrial Insurance coverage. Alternatively, Friendship shall provide certification of approval by the Washington State Department of Labor and Industries if self-insured for Workers Compensation.

d. Other Insurance Provisions:

i. Friendship's liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering WASPC or Thurston County, its elected and appointed officers, officials, employees and agents.

ii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to WASPC or Thurston County, its officers, officials, employees or agents.

iii. Friendship's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

iv. Friendship shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

v. The insurance limits mandated for any insurance coverage required by this Agreement are not intended to be an indication of exposure nor are they limitations on indemnification.

vi. Friendship shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced.

d. Verification of Coverage and Acceptability of Insurers: Friendship shall place insurance with insurers licensed to do business in the state of Washington and having A.M. Best Company ratings of no less than A-, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the state of Washington.

i. Certificates of Insurance shall show the Certificate Holder as WASPC and Thurston County and include c/o of the Thurston County Sheriff's Office issuing the Agreement. The address of the Certificate Holder shall be shown as the current address of the WASPC and Thurston County Sheriff's Office.

ii. Written notice of cancellation or change shall be mailed to WASPC and Thurston County at the following addresses:

Attn: Risk Analyst WASPC 24x7 Sobriety Program
Human Resources 3060 Willamette Drive NE
2000 Lakeridge Drive S.W. Lacey, WA 98516
Olympia, Washington 98502

iii. Friendship shall furnish Thurston County with properly executed certificate of insurance or a signed policy endorsement which shall clearly evidence all insurance required in this section prior to commencement of services. The certificate will, at a minimum, list limits of liability and coverage. The certificate will provide that the underlying insurance contract will not be canceled or allowed to expire except on thirty (30) days prior written notice to WASPC and Thurston County.

iv. Friendship or its broker shall provide a copy of any and all insurance policies specified in this Agreement upon request of WASPC or the Thurston County Risk Management Division.

ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

Friendship shall perform the terms of the Agreement using only its bona fide employees or agents who have the qualifications to perform under this Agreement. The obligations and duties of Friendship under this Agreement shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of WASPC or Thurston County.

INDEPENDENT CONTRACTOR

- a. Friendship's services shall be furnished by Friendship as an Independent Contractor and not as an agent, employee or servant of Thurston County or WASPC. Friendship specifically has the right to direct and control Friendship's own activities in providing the agreed services in accordance with the specifications set out in this Agreement.
- b. Friendship acknowledges that the entire compensation for this Agreement is set forth in Exhibit A of this Agreement, and Friendship is not entitled to any Thurston County or WASPC benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to Thurston County or WASPC employees.
- c. Friendship shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent or representative of Friendship shall be or deem to be or act or purport to act as an employee, agent or representative of Thurston County or WASPC.
- d. Friendship shall assume full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, county, federal or state legislation which is now or may during the term of this Agreement be enacted as to all persons employed by Friendship and as to all duties, activities and requirements by Friendship in performance of the work on this project and under this Agreement and shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations.
- e. Friendship agrees to immediately remove any of its employees or agents from assignment to perform services under this Agreement upon receipt of a written request to do so from WASPC or Thurston County's Agreement representative or designee.

COMPLIANCE WITH LAWS

Friendship shall comply with all applicable federal, state and local laws, rules and regulations in performing this Agreement.

The relationship contemplated by this Agreement may implicate the Privacy Regulations under the Health Insurance Portability and Accountability Act of 1996, Pub.L. No. 104-191, 110 Stat. 1936 (1996) (HIPAA). Friendship shall comply with HIPAA and applicable regulations contained in 45 CFR parts 160 and 164. Friendship shall enter into a Business Associate Addendum with Thurston County if Thurston County determines that Friendship will be acting as Business Associate as defined under HIPAA.

GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington.

WAIVER

A failure by any party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

DESIGNATED CONTACT

The following named individuals will serve as designated contacts for each of the parties, for all communications regarding the performance of this Agreement:

Bruce Bjork, 24/7 Sobriety Program Manager
WA Assn. of Sheriffs and Police Chiefs
3060 Willamette Drive NE
Lacey, WA 98516
360-486-2380
bbjork@waspc.org

Thurston County Sheriff's Office
Undersheriff Tim Braniff
2000 Lakeridge Drive, SW
Olympia, WA 98502
360-786-5502
branift@co.thurston.wa.us

Friendship Diversion Services
Barbara Miller
2415 Evergreen Park Drive, Suite C
Olympia, WA 98502
b.miller@friendshipdiversion.org

IN WITNESS WHEREOF, the parties have executed this Agreement.

WASHINGTON ASSOCIATION OF SHERIFFS AND POLICE CHIEFS

Signature

Date

Mitch Barker

Executive Director

Printed Name

Title

PARTICIPATING AGENCY

Signature

Date

Printed Name

Title

PARTICIPATING AGENCY

Signature

Date

Printed Name

Title

EXHIBIT A**STATEMENT OF WORK**

Under new legislation passed in 2013 (E2SSB 5912), now codified in RCW 36.28A, people charged with, arrested for, or convicted of their second or subsequent DUI or Physical Control offense under RCW 46.61.502 or 504, can be ordered by the judge as a condition of bond, pre-trial release, or sentence, to participate in the 24/7 Sobriety Program as an alternative to incarceration. Effective June 12, 2014, as defined in SB 6413, Chapter 100, Laws of 2014, the judge may order individuals convicted of a first offense DUI or Physical Control under RCW 46.61.502 or 504 to participate in the county or city 24/7 Sobriety Program verified by WASPC.

The program name “24/7 Sobriety Program” means a twenty-four hour and seven day a week sobriety program in which a participant submits to the testing of the participant’s blood, breath, urine, or other bodily substances in order to determine the presence of alcohol, marijuana, or any controlled substance in the participant’s body.

ACTIVITIES

WASPC agrees to provide to participating agency:

- (1) Access to and training for a data management system for the 24/7 Sobriety Program;
- (2) Form templates necessary for the 24/7 Sobriety Program.
- (3) Assistance and coordination with the local 24/7 program and their stakeholders in the implementation of the 24/7 Sobriety Program.
- (4) Liaison with Washington Traffic Safety Commission in the development of media and other educational material related to the 24/7 Sobriety Program and impaired driving.
- (5) Liaison with the Governor and Legislators in matters related to the 24/7 Sobriety Program and impaired driving.

PARTICIPATING AGENCIES agree to:

- (1) Assign a program manager to establish and oversee their 24/7 Sobriety Program.
- (2) Establish and maintain a local 24/7 Sobriety Program working group. This working group, at a minimum, shall include a member of the local judicial staff, judge, law enforcement, prosecutor, probation, corrections, and public defender/defense bar.
- (3) Establish a county 24/7 sobriety account.
- (4) Comply with court orders, written directives, authorizing statutes, and WASPC 24/7 Sobriety Program Guidelines/Procedures.

- (5) Establish the 24/7 testing locations, testing device(s) used, and times for testing.
- (6) Provide Information Technology infrastructure, testing equipment, associated supplies, personnel, test site(s) and all overhead costs.
- (7) Remit to the Thurston County Sheriff's Office all applicable fees received by noon each day or the following business day if that day is a holiday.
- (8) Submit to the Thurston County Sheriff's Office, by noon each day or the following business day if that day is a holiday, detailed documentation of tests performed for each individual, dates of testing, fees charged, and amounts collected and remitted. This information is to be in a format that is agreed upon by WASPC, Thurston County Sheriff's Office and Friendship.
- (9) In the event a participating agency designates one or more entities to perform enrollment, testing and reporting functions under the 24/7 Sobriety Program, participating agency agrees to require such designated entity or entities to comply with the terms and conditions of this AGREEMENT resulting from such designation.
- (10) Abide by the terms of the WASPC/Vendor data management system contract.
- (11) Fully cooperate with WASPC and other participating agencies in implementing, troubleshooting, and reviewing the 24/7 Sobriety Program.

24/7 PARTICIPANTS AND TESTING DEVICES

- (1) A participant in the 24/7 Sobriety Program shall submit to court ordered breath alcohol testing, through the use of a state certified portable breath testing (PBT) electronic instrument, twice a day, approximately 12 hours apart, at a physical location chosen by the participating agency.
- (2) A participant may be placed on a remote electronic instrument or device that is capable of determining and continuously monitoring for the presence of alcohol/drugs as ordered by the judge.
- (3) All testing devices and monitoring centers must have the capability to immediately (preferred but not later than 24 hours) report the participants' electronic instrument's installation date, test results, and removal date, to the 24/7 test site or other designated contact.

24/7 TESTING FEES

- (1) Enrollment
 - a. Each participant enrolled in the 24/7 Sobriety Program will pay a one-time thirty dollar (\$30.00) enrollment fee. The enrollment fee will be collected by Friendship for deposit into the local 24/7 Sobriety Fund and distributed to Friendship.

(2) On-Site Portable Breath Test (PBT) User and Participation Fee.

- i. Each participant assigned to on-site breath testing shall pay two dollars (\$2.00) per test (one dollar (\$1.00) test fee and one dollar (\$1.00) participation and user fee). These fees will be collected by Friendship for deposit into the local 24/7 Sobriety Fund. One dollar (\$1.00) per test will be distributed to Friendship. Of the remaining one dollar (\$1.00) per test that is deposited into the local 24/7 Sobriety Program Fund, the county Treasurer will transfer on a monthly basis fifty cents (\$0.50) per test to the state's 24/7 Sobriety Account. The fee is payable contemporaneously or in advance on a weekly basis, or in accordance with a schedule established at the testing site. This does not preclude the participant from paying in advance for a period of time more than one week. This testing will cost the participant approximately \$120.00 per month.

(3) Electronic Alcohol Monitoring Participation Fee.

- a. Nine dollars (\$9.00) per day for a remote breath testing device. This fee will be collected by Friendship for deposit into the local 24/7 Sobriety Fund. Of the nine dollars (\$9.00) per day fee, eight dollars (\$8.00) will be distributed to Friendship to pay for monitoring, equipment rental/lease purchase, and overhead. Of the remaining one dollar (\$1.00) per day fee that is deposited into the local 24/7 Sobriety Program Fund, the county Treasurer will transfer on a monthly basis fifty cents (\$0.50) to the state's 24/7 Sobriety Account. This remote breath testing is relatively new and we recommend limited use until further testing is done. It will cost the participant approximately \$270.00 per month.
- b. Twelve dollars (\$12.00) per day for a transdermal device (ankle bracelet) plus a thirty dollar (\$30.00) activation fee and a thirty dollar (\$30.00) de-activation fee (the participant will not pay the enrollment fee). These fees will be collected by Friendship for deposit into the local 24/7 Sobriety Fund. Of the twelve dollars (\$12.00) per day fee, eleven dollars (\$11.00) will be distributed to Friendship to pay for monitoring, equipment purchase or rental and overhead. The equipment activation and de-activation fees will also be distributed to Friendship. Of the remaining one dollar (\$1.00) per day fee that is deposited into the local 24/7 Sobriety Program Fund, the county Treasurer will transfer on a monthly basis fifty cents (\$0.50) to the state's 24/7 Sobriety Account. This testing will cost the participant approximately \$360.00 per month.

(4) Urinalysis/Drug Patch User and Participation Fee.

- a. Ten dollars (\$10.00) per test for urinalysis plus the charge of laboratory confirmation on a positive screening test. The fees will be collected by Friendship for deposit into the local 24/7 Sobriety Fund. Nine dollars (\$9.00) per test will be distributed to Friendship to pay for drug kits and overhead. Of the remaining one dollar (\$1.00) per test that is deposited into the local 24/7 Sobriety Program Fund, the county Treasurer will

transfer on a monthly basis fifty cents (\$0.50) per test to the state's 24/7 Sobriety Account. On average of three tests per week, this testing will cost the participant approximately \$120.00 per month plus laboratory fees if necessary.

- b. Fifty dollars (\$50.00) per patch per week for drug patch testing. The fees will be collected by Friendship for deposit into the local 24/7 Sobriety Fund. Forty-nine (\$49.00) dollars per patch will be distributed to Friendship to pay for the drug patch and overhead. Of the remaining one dollar (\$1.00) per patch that is deposited into the local 24/7 Sobriety Program Fund, the county Treasurer will transfer on a monthly basis fifty cents (\$0.50) per patch to the state's 24/7 Sobriety Account. This testing will cost the participant approximately \$200.00 per month.
- c. The duration and frequency of drug testing will be determined by the court. The time and location of the urine testing will be determined by the individual 24/7 sobriety testing center.

(5) Juvenile Participant Fees.

- a. The same fees applicable to adult participants are applicable to juveniles ordered by the Juvenile Court to participate in the 24/7 sobriety program.

ALL PARTIES AGREE THAT:

- (1) All fees will be collected by Friendship. Friendship will remit, by noon each day or on the following business day if that day is a holiday, all fees collected. The proceeds of which shall be applied and used only to defray the recurring costs of the 24/7 sobriety program including maintaining equipment, funding support services, and ensuring compliance.
- (2) Friendship will submit, by noon each day or on the following business day if that day is a holiday, a detailed accounting of tests performed for each individual, dates of testing, fees charged, and amounts collected and remitted. This information is to be in a format that is agreed upon by WASPC, Thurston County Sheriff's Office and Friendship.
- (3) Fees will be collected, deposited, and dispersed in accordance with RCW 36.28A.320, 36.28A.370 and OFM rules. Participation fees collected for the state 24/7 Sobriety Account will be remitted electronically, on a monthly basis, by the county Treasurer to the state Treasurer and deposited into the state's 24/7 Sobriety Account (Account Code 18K).
- (4) All applicable fees shall be paid by the participant contemporaneously or in advance of the time when the fee becomes due. There will be no participant credit allowed and testing will not proceed without fee payment.
- (5) The court shall not waive or reduce fees or associated costs charged for participation in the 24/7 Sobriety Program.

- (6) A participant may be removed from the 24/7 program by the court at any time.

APPENDIX II

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

Defendant: _____

Start Date: _____ Anticipated Completion Date: _____

Court: _____ Court Case Number: _____

Offense: _____

Program Participation (c one) (Condition of Release/Bond) (Post Conviction)

I agree to my placement in Washington 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 and vendor requirements and to follow the instructions of my court service officer, parole agent, or law enforcement representative (hereinafter referred to as "Contact Person"). I further agree to assist in my enrollment in the 24/7 Sobriety Program and execute all documents that are part of the enrollment process.

○ **TWICE DAILY ON-SITE BREATH TESTING**

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: 7 days a week, 365 days a year

Morning test: _____

Evening test: _____

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 and the 24/7 Sobriety Program testing facility to make sure that the facility has the appropriate paperwork at least one week before I leave.

○ **REMOTE/MOBILE ELECTRONIC ALCOHOL TESTING DEVICES**

I agree to wear a transdermal alcohol testing bracelet, i.e.; AMS SCRAM, BI TAD, or use a remote/mobile electronic alcohol breath testing device, i.e.; Intoxalock eAlert ignition interlock (IID), BI Soberlink SL2, AMS SCRAM Remote Breath, if offered by my testing site and agreed to by the judge, for the duration of my participation in the Program, I will follow the Program's and vendor's conditions of use for any of these devices.

I understand that the remote/mobile electronic alcohol testing device will, at pre-programmed and/or scheduled intervals, test me for the presence of blood alcohol concentration that is emitted as vapors through my skin or by breath. 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, placement of material between a device and my skin, or any other interference with the taking of samples and download of information will constitute a violation of this Agreement.

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

If I am using a remote/mobile breath testing device, **I WILL NOT** consume or use 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 Contact Person.

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

○ **URINALYSIS/DRUG PANEL OR DRUG PATCH TESTING**

I agree to follow the instructions and procedures of the court, test site officers, and equipment providers when participating in drug testing. I agree that only test site officers may remove a drug patch from my body. If I remove a drug patch that has been applied to my body, or I attempt to manipulate a urinalysis, it will be recorded as a failed test and I may go to jail.

FEES

I will pay all user and participation fees set by the Participating Agency agreement for the testing I have been placed on. I understand these fees may change while I am on the Program. The current user, testing and participation fees are:

- \$30.00 enrollment. This fee is not charged with a transdermal device because it is inclusive in the activation/deactivation fee.
- \$2.00 per on-site breath test
- \$9.00 per day for a remote breath testing device.
- \$10.00 per test for urinalysis plus the charge of laboratory confirmation on a positive screening test.
- \$12.00 per day for a transdermal device (ankle bracelet) plus \$30.00 activation fee and \$30.00 deactivation fee.
- \$50.00 per week for drug patch monitoring.

I will pay my fees in advance or at the time of testing as determined by the test site 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.

GENERAL CONDITIONS

I agree to not participate in the following restricted activities, and understand that a violation of any of these provisions constitutes a violation of this Agreement:

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—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 Contact Person 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 me may be tape-recorded.

I agree to allow my assigned Contact Person 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 assigned Contact Person or designee at the time and place requested for this purpose.

If I am unable to personally reach my Contact Person, I agree to leave notification on the Contact Person's 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 Sobriety Program and I may go to jail.

Failure to pay will be considered a violation of my bond condition, condition of release, or judgment and I may go to jail pending additional court action.

I understand that if I violate the 24/7 Sobriety 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 a Sheriff or Chief, or the designee of a Sheriff or Chief, who has probable cause to believe that I have violated the terms of participation in the 24/7 sobriety 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 on the next judicial day.

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

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. I also authorize the disclosure and exchange of information relating to my participation in the 24/7 sobriety 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 sobriety program; information contained in my criminal records; and other information maintained by law enforcement agencies.

Participation records in the 24/7 sobriety 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 you used alcohol and/or drugs while in the 24/7 sobriety program; monitoring your compliance with the order placing you in the 24/7 sobriety program; and investigating whether you violated the 24/7 sobriety program's conditions and taking appropriate action. This information may also be used to evaluate the effectiveness of the 24/7 sobriety program.

I understand that my health care, alcohol and/or treatment records are generally confidential and protected under state and federal regulations governing Health Care Records and Alcohol and Drug Abuse Patient Records. Notwithstanding, I understand that to participate in the 24/7 Sobriety Program I am waiving any and all confidentiality or protections under such regulations. I understand and agree that information gathered during my participation in the 24/7 Sobriety Program may be disclosed to those charged with administering the program to the extent of their official duties.

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

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

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

In the event you are placed in jail on a violation of the 24/7 sobriety program you are required to immediately resume testing upon release from custody unless ordered differently by a judge.

Participants

Signature: _____

Date: _____

Address: _____

Home Phone: _____

Cell Phone/other: _____

Employer Name: _____

Address: _____

Phone: _____

Witness' Signature: _____

Witness' Name/Title: _____

APPENDIX III

SAMPLE

IN THE MUNICIPAL COURT OF THE CITY OF CENTRALIA, LEWIS COUNTY, WASHINGTON

CITY OF CENTRALIA,) CAUSE NO.

PLAINTIFF,)

vs.) ORDER ESTABLISHING CONDITIONS OF

) RELEASE INTO 24/7 SOBRIETY PROGRAM

_____,)

DEFENDANT.)

IT IS HEREBY ORDERED, pursuant to RCW 36.28A.300-.390, that the above-named defendant shall be released from the Lewis County Jail under this cause number and/or warrant number on the following conditions:

- ____ 1. Defendant shall be released on his/her own recognizance without bond or payment.
- ____ 2. Defendant shall be released in the custody of: _____.
- ____ 3. Defendant shall post an unsecured appearance bond of \$ _____.
- ____ 4. Defendant shall post a cash or security bond of \$ _____.
- ____ 5. Defendant shall not go to the following area/premise: _____.
- ____ 6. Defendant shall not:
 - ____ a. Possess or consume any alcohol or non-prescription controlled substance.
 - ____ b. Possess or consume any non-prescription marijuana.
 - ____ c. Enter any bar or tavern or frequent establishments that sell alcohol by the drink.
 - ____ d. Operate any motor vehicle without a valid license and insurance.
- ____ 7. Defendant shall enroll in the 24/7 Sobriety Program by 9:00 a.m. on the next business day following his/her release from jail at the Centralia Police Department. The Defendant shall be ordered to participate in:
 - ____ a. Twice-per-day breath alcohol testing.
 - ____ b. Remote electronic alcohol monitoring.
 - ____ c. Drug patch testing.
- ____ 8. Defendant shall have a functioning ignition interlock device installed, by a certified ignition interlock service provider, on all motor vehicles operated by the Defendant, with proof of installation filed with the Centralia Municipal Court by the Defendant or the certified ignition interlock provider within five (5) business days of his/her release from jail OR by _____.
- ____ 9. Defendant shall have no violations of any criminal law.
- ____ 10. Defendant shall clear all outstanding warrants within _____ days.
- ____ 11. Defendant shall maintain contact with his/her attorney so that Defendant can appear in Court within 48 hours notice to the attorney and shall appear in court as ordered.
- ____ 12. Defendant shall appear in Centralia Municipal Court as ordered.
- ____ 13. Other: _____

____ 14. Defendant shall appear before the Centralia Municipal Court located at 118 W. Maple St., Centralia, Washington, 98531, on _____ at _____ a.m./p.m.

DATE: _____

CENTRALIA MUNICIPAL COURT JUDGE: _____

I have read/had read to me the above conditions of release. I further understand any on-site testing violations of the 24/7 Sobriety Program will result in me being taken immediately into custody pending further court proceedings and that any bond posted may be forfeited. Further, the Court may authorize issuance of a warrant for my arrest upon any violation. I have received a copy of this Order as evidence by my signature below.

DEFENDANT: _____

DATE: _____

ADDRESS: _____