

## **INCIDENTAL ALCOHOL EXPOSURE CONTRACT**

Recent advances in the science of alcohol detection in urine have greatly increased the ability to detect even trace amounts of alcohol consumption. In addition, these tests are capable of detecting alcohol ingestion for significantly longer periods of time after a drinking episode. Because these tests are sensitive, in rare circumstances, exposure to non-beverage alcohol sources can result in detectable levels of alcohol (or its breakdown products.) In order to preserve the integrity of reentry court drug testing program it has become necessary for us to restrict and /or advise participants regarding the use of certain alcohol-containing products.

It is YOUR responsibility to limit your exposure to the products and substances detailed below that contain ethyl alcohol. It is YOUR responsibility to read product labels, to know what is contained in the products you use and consume and to stop and inspect these products BEFORE you use them. Use of the products detailed below in violation of this contract will NOT be allowed as an excuse for a positive test result. When in doubt, don't use, consume or apply any of these products.

**Cough syrups and other liquid medications:** Reentry participants have always been prohibited from using alcohol-containing cough/cold syrups, such as Nyquil. Other cough syrup brands and numerous other liquid medications, rely upon ethyl alcohol as a solvent. Participants are required to read product labels carefully to determine if they contain ethyl alcohol (ethanol.) All prescription and over the counter medications should be reviewed with your case manager before use. Information on the composition of prescription medications should be available upon request from your pharmacist. Non-alcohol containing cough and cold remedies are readily available at most pharmacies and major retail stores.

**Non-alcoholic Beer and Wine:** Although legally considered non-alcohol (NA), NA beers (e.g. O' Douls, Sharps) do contain a residual amount of alcohol that may result in a positive test result for alcohol, if consumed. Reentry participants are not permitted to ingest NA beer or NA wine.

**Food and Other Invertible Products:** There are numerous other consumable products that contain ethyl alcohol that could result in a positive test for alcohol. Flavoring extracts, such as vanilla, almond extract, and liquid herbal extracts (such as Gingko Biloba) could result in a positive screen for alcohol or its breakdown products. Communion wine, food cooked in wine and flambé' dishes (alcohol poured over food and ignited such as cherries jubilee, baked Alaska) must be avoided. Read carefully the labels on any liquid herbal or homeopathic remedy and do not ingest without approval from your case manager.

**Mouthwash and Breath Strips:** Most mouthwashes (Listermint, Cepacol, etc.) and other breath cleansing products contain ethyl alcohol. The use of mouthwashes containing ethyl alcohol can produce a positive test result. Reentry participants are required to read product labels and educate themselves as to whether a mouthwash product contains ethyl alcohol. Use of ethyl alcohol-containing mouthwashes and breath strips by Reentry participants is not permitted. Non-alcohol mouthwashes are readily available and are an acceptable alternative. If you have any questions regarding a particular product, bring it to your case manager to discuss.

**Hand sanitizers:** Hand sanitizers (e.g. Purell, Germex, etc.) and other antiseptic gels and foams used to disinfect hands contain up to 70 % ethyl alcohol. Excessive, unnecessary or repeated use of these products could result in a positive urine test. Hand washing with soap and water are just as effective for killing germs.

**Hygiene Products:** Aftershaves and colognes, hair sprays and mousse, astringents, insecticides (bug sprays such as Off ) and some body washes contain ethyl alcohol. While it is unlikely that limited use of these products would result in a positive test for alcohol or its breakdown products, excessive, unnecessary or repeated use of these products could affect test results. Participants must use such products sparingly to avoid reaching detection levels. Just as the court requires participants to regulate their fluid intake to avoid diluted urine samples, it is likewise incumbent upon the participant to limit their use of topically applied (on the skin) products containing alcohol.

**Solvents and Lacquers:** Many solvents, lacquers and surface preparation products used in industry, construction and the home contain ethyl alcohol. Both excessive inhalation of vapors and topical exposure to such products, can potentially cause a positive test result for alcohol. As with the products noted above Reentry participants must educate themselves as to the ingredients in the products they are using. There are alternatives to nearly any item containing ethyl alcohol. Frequency of use and duration of exposure to such products should be kept to a minimum. A positive test result will not be excused by reference to use of an alcohol-based solvent. If you are employed where contact with such products cannot be avoided, you need to discuss this with your Case Manager. Do not wait for a positive test result to do so. Remember! When in doubt, don't use, consume or apply

**I HAVE READ AND UNDERSTAND MY RESPONSIBILITIES**

\_\_\_\_\_  
Probationer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Case Manager

\_\_\_\_\_  
Date

## About VIA LINK Crisis Chat

VIA LINK Crisis Chat is for anyone who is going through a hard time, having thoughts about suicide, or just needs to talk. Crisis Intervention Specialists, or simply referred to as Specialists, are ready to listen, provide emotional support and help you cope. Specialists are not here to judge or tell you what you should do. We understand that people are the experts in their own lives.

The goal of Crisis Chat is to provide supportive counseling when you need someone to talk to. During your session, the Specialist may ask you questions to help them better understand your situation and your emotions, as well as to assess your safety. The Specialist will talk with you about how you are feeling, and help you create a safety plan if necessary. If the Specialist feels that you cannot stay safe without emergency intervention, or that your safety is at immediate risk, he or she may talk with you about contacting those emergency intervention/services. *However, this is never our first course of action* and is only done if absolutely necessary.

## ACCESSING VIA LINK CRISIS CHAT

VIA LINK Crisis Chat is available at [www.smartsupervision.us/smartprobationer](http://www.smartsupervision.us/smartprobationer) and operates 24/7, every day. If the chat service ever experiences technical issues, we encourage you to call the National Suicide Prevention Lifeline at 1-800-273-8255 (TALK).

Here's how it works:

1. Read the VIA LINK Crisis Chat Terms of Service & Privacy Policy.
2. Click the "online" chat icon to the bottom right (starting a chat means you have agreed to our Terms of Service).
3. Before the Specialist joins the conversation, you will be asked a few brief questions. Your answers are confidential.
4. After you've submitted the brief questions, a live, trained Crisis Intervention Specialist will join the conversation.
5. The Specialist will work with you to help you process your specific situation by providing emotional support and/or information or referrals to local services if needed.

Once you have ended your chat session, you will be given the opportunity to tell us about your experience with our services in a brief survey. Hearing directly from you allows us to develop programs and services that better fit you and your loved one's needs. We would really appreciate your feedback.

Chat users are also asked during the pre- and post-survey if they wish to have the conversation transcript sent to them by email. Transcripts sent by email are optional to every user.

## Terms of Service

### **VIA LINK Crisis Chat etiquette**

- Use a computer or mobile phone with a strong internet connection to minimize disruptions.
- Use respectful language.
- Stay focused on the chat and respond consistently. Limiting multitasking can help.
- If you need to step away from your computer, let us know or end the chat, and come back when you have more time.

If the service appears “offline” or “busy”, please call the National Suicide Prevention Lifeline at 1-800-273-TALK (8255) – we are available by phone call 24/7.

If you or someone you know is in danger or needs immediate medical attention, please call 9-1-1 immediately.

### **Chat Terms & Conditions**

USE OF THIS SERVICE IS BOUND BY THESE TERMS AND CONDITIONS. Please read the following statements before using this service. By using VIA LINK Crisis Chat, you agree to the terms described below. If you don't agree to the terms, you may not use this service.

### **Nature and Use of Information Provided through This Service**

YOUR PARTICIPATION IN VIA LINK CHAT DOES NOT CONSTITUTE MENTAL HEALTH CARE OR TREATMENT AND DOES NOT CONSTITUTE AN ATTORNEY-CLIENT RELATIONSHIP, A THERAPIST-PATIENT RELATIONSHIP OR ANY OTHER SORT OF CONFIDENTIAL RELATIONSHIP. THIS SERVICE IS NOT A SUBSTITUTE FOR PROFESSIONAL HEALTH CARE. IF YOU BELIEVE YOU ARE EXPERIENCING A MEDICAL EMERGENCY, CALL YOUR DOCTOR OR 9-1-1 IMMEDIATELY.

VIA LINK and any of their employees, volunteers or agents are not responsible for any decisions, or results of the decisions that you make while, as a result of, or after participating in VIA LINK Crisis Chat. This includes whether you choose to seek or not seek professional care, or to modify or terminate specific treatment that you are currently receiving. You assume all risk for use of this service. VIA LINK and any of their employees, volunteers, or agents have no liability for actions taken by you or a third party, or not taken by you or a third party, and you agree to indemnify us and hold us harmless for damages arising out of information provided through this service. Without limiting the foregoing, in no event shall VIA LINK be liable for any special, incidental, consequential, or indirect damages. This service is provided on an “as is” basis and “as available” basis. VIA LINK expressly disclaims all warranties of any kind, whether expressed or implied, and makes no warranty that VIA LINK Crisis Chat will a) meet your requirements; b) be uninterrupted, timely, confidential, secure, or error-free; or c) meet your expectations.

## **Privacy and Security**

We take your privacy and security very seriously. Security controls, including encryption and authentication, are in place to ensure the protection of your information. Any information provided by you or collected on you will not be shared or disclosed with any third party. We do, however, reserve the right to disclose any personal information to the authorities at our sole discretion and as required by law. Despite these protections, the Internet remains an imperfectly secure environment, and VIA LINK cannot guarantee protection from intruders or interceptors. You agree to use this service and submit information at your own risk. You agree that VIA LINK has no liability regarding unauthorized access to this service by a third party.

## **Privacy Policy**

### **Confidentiality of Crisis Chat**

VIA LINK specialists take your confidentiality seriously. We do not discuss or release your information to any third parties unless you give us permission, or in circumstances in which we may be mandated by law to break confidentiality, such as the following:

- If the Specialist believes that you are an immediate danger to yourself or someone else and needs to contact emergency services to assist.
- In cases where reportable abuse is mentioned. VIA LINK Specialists are mandated reporters for abuse inflicted upon any of the following populations:
  - Children under the age of 18
  - Elderly persons over the age of 60
  - Any person who is disabled
  - Any person who is institutionalized, such as within a nursing home, hospital, or prison.

You are never required to provide the Specialist with any more information than you want to. VIA LINK Specialists will not make reports of any criminal activity for any reason other than those stated above.

### **Are all VIA LINK Crisis Chat communications secure and confidential?**

The confidentiality and security of chats is ensured through the VIA LINK chat software provider, who uses the same encryption and data protection standards required by major financial institutions to transact business with each other. All of your communications are securely encrypted from your computer to ours.

VIA LINK Crisis Chat can be used from a computer or a phone, and the service is mobile-compatible.

Conversations on the chatline are completely confidential and no record of the conversation will be stored on the device you use, unless users manually save content or opt to have the transcript sent to their email.

**YOUR CONSENT AND CHANGES IN PRIVACY POLICY**

By using Crisis Chat, you agree to the practices outlined in this Privacy Policy. VIA LINK Crisis Chat may change this Privacy Policy from time to time, so please consult it regularly for any such changes. Any changes will be effective immediately upon our posting them to our website at vialink.org. Your use of Crisis Chat after any such changes have been posted shall constitute your acceptance of the revised Privacy Policy and Terms.

**COLLECTION AND USE OF NON-PERSONALLY IDENTIFIABLE INFORMATION**

We also collect non-Personally Identifiable Information, which is data that cannot be directly used to identify or contact you. We may collect, use, transfer, and disclose non-Personally Identifiable Information for any purpose, including but not limited to improving volunteer services, disclosing to third parties to generate support for VIA LINK Crisis Chat, or as required by funders.

Below are examples of the Information that we collect and how we may use it:

- We may collect information such as age, gender, and zip code to better understand our visitors and improve our service.
- We also may collect information regarding usage of Crisis Chat such as the conversation volume, average length of conversation, and other data. This information is aggregated and helps us conduct internal research so we can improve the quality of our service.

**Modification of the Terms, Conditions and Privacy Statement**

These statements may be modified from time to time. Any changes will be effective immediately upon posting. Each time you access this service you will be presented with the current terms, conditions and privacy statement for acceptance. When you use our services, we assume you have agreed to our most current policies and terms of service.

I further consent to the release of any assessment(s) and any information obtained during my use of the VIA LINK Crisis Chat to the Smart Supervision Team. The purpose of, and need for, these disclosure(s) is to better inform the Smart Supervision Team of any issues/needs of yours for better care coordination. This information may be released through verbal, written or electronic communication.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT NAME

USE OF TECHNOLOGY AGREEMENT

As a Participant in one of the 24<sup>th</sup> Judicial District Court's Smart Supervision programs (Reentry Court or Swift & Certain Probation), the undersigned understands that various technologies, including but not limited to smartphone applications with GPS tracking capabilities\*, will be used to assist with the supervision of the Participant and the delivery of important information to the Participant. The Participant understands that these various technologies are being implemented in an effort to increase the likelihood of the Participant's success and drastically reduce recidivism.

As a condition of the Participant's participation in one of the Smart Supervision programs, the Participant understands that he/she (1) must have a working email; (2) must have a working smartphone on his/her person at all times\*\*; (3) must install any application related to his/her supervision on his/her smartphone; and (4) must ensure that all of the settings/permissions on his/her smartphone are correct at all times.

By signing the below, the undersigned consents to the use of these various technologies and waives all rights, which he/she may have under the U.S. Constitution and the Constitution of Louisiana, related to the use of these technologies while under supervision.

SIGN: \_\_\_\_\_  
Defendant

\_\_\_\_\_  
DATE

Print: \_\_\_\_\_

SIGN: \_\_\_\_\_  
Defendant's Attorney

\_\_\_\_\_  
DATE

Print: \_\_\_\_\_

\* A third party company may be tracking your whereabouts via GPS from your smartphone. Your probation officer(s) and case manager(s) will have access to this information.

\*\*A probationer's financial inability to pay all of the costs related to the use of a smartphone will not preclude participation in any Smart Supervision program. The Court will address this issue on a case-by-case basis.

**RIDE SHARING AGREEMENT**

As a Participant in one of the 24<sup>th</sup> Judicial District Court's Smart Supervision programs, you may use UberX on a limited basis at no cost in case of an emergency to get to Court, work or other Court obligation, including but not limited to drug screens. Smart Probationers will only be allowed to use these services in case of an emergency, not as a convenience.\* If you elect to utilize this service, you are required to provide a written reason in the notes section of the app stating why you had to use this ride sharing service. The undersigned understands that his/her route will be tracked by GPS\*\*. The Participant also understands that any misuse of this ride sharing service shall be considered a violation of the conditions of probation and may result in an appropriate sanction.

The undersigned expressly waives all causes of action, which he/she may have if he/she is injured or suffers other loss while voluntarily using Uber in connection with any probation requirements, against the 24<sup>th</sup> Judicial District Court, the Judge(s), the state, defense attorney or any political subdivision, and any officer, agent, or employee of the 24<sup>th</sup> Judicial District Court, state or political subdivision. The undersigned further understands that neither the 24<sup>th</sup> Judicial District Court, the Judge(s), the state, defense attorney nor any political subdivision, nor any officer, agent, or employee of the 24<sup>th</sup> Judicial District Court, state or political subdivision shall be liable for any such injury or loss.

SIGN: \_\_\_\_\_  
Defendant

\_\_\_\_\_  
DATE

Print: \_\_\_\_\_

SIGN: \_\_\_\_\_  
Defendant's Attorney

\_\_\_\_\_  
DATE

Print: \_\_\_\_\_

\* Poor planning does not give rise to an emergency. Examples include, but are not limited to, the (1) unexpected break down of a vehicle or (2) your ride not showing up at the appointed time. If you are in doubt about what equates to an emergency, please call your probation officer.  
\*\* A third party company may be tracking your whereabouts via GPS from your smartphone. Your probation officer(s) and case manager(s) will have access to this information.



24<sup>th</sup> JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NUMBER: \_\_\_\_\_

DIVISION "R"

STATE OF LOUISIANA

VERSUS

FILED: \_\_\_\_\_

DEPUTY CLERK

DECLARATION OF ADDRESS – REENTRY COURT PROGRAM  
CONTACT SHEET

FULL NAME INCLUDING MIDDLE INITIAL:

\_\_\_\_\_

MAILING ADDRESS:

Number Street Name Apartment Number

City State Zip Code

TELEPHONE NUMBERS INCLUDING AREA CODES:

Home: \_\_\_\_\_

Work: \_\_\_\_\_

Cell: \_\_\_\_\_

Other: \_\_\_\_\_ Name of Person: \_\_\_\_\_

EMAIL ADDRESS:

Email: \_\_\_\_\_

I hereby declare, under penalty of perjury, that the above contact information is true and correct. Furthermore, I agree to update my contact information with the Court if any of the above contact information changes by filing an updated form.

\_\_\_\_\_  
DEFENDANT (SIGNATURE)

\_\_\_\_\_  
DATE