

John Tyler ASAP

ALCOHOL SAFETY ACTION PROGRAM

HENRICO OFFICE
4116 East Parham Road
Henrico, VA 23228
804-914-2181
jtasap.com



CHESTERFIELD OFFICE
9620 Iron Bridge Road #101
Chesterfield, VA 23832
804-914-2181
jtasap.com

APPLICATION FOR SERVICES

NAME: _____
LAST FIRST MIDDLE

LICENSE #: _____ STATE LICENSED: _____

DATE OF BIRTH: _____

ADDRESS: _____
STREET CITY/COUNTY STATE ZIP

PHONE: _____ / _____
CELL ALTERNATE

EMAIL ADDRESS: _____

YOU HAVE BEEN COURT ORDERED TO ENROLL FOR:

☐ URINE SCREENS

The fee for this service is \$25-\$50 per urine/drug screen that will test for alcohol and other drugs. If the results of the screen are contested and sent to the lab for verification you will be responsible for any lab fees if results are confirmed positive.

☐ REMOTE ALCOHOL MONITORING

☐ BOND SUPERVISION

The fee for this service is \$50 per month. These charges will be applied/incurred until the device is ordered removed by the court or the case is adjudicated.

-Fees can only be paid via debit/credit card (a flat \$2 service fee per transaction) or money order made out to JTASAP. Checks and cash are not accepted. All fees are non-refundable.

I HAVE READ AND UNDERSTAND THE ABOVE.

CLIENT SIGNATURE: _____

DATE: _____

Virginia Alcohol Safety Action Program

Remote Alcohol Monitoring Agreement

By signing this document, ASAP clients using a remote alcohol monitoring device, acknowledge full understanding of each condition listed below and that they must comply without compromise.

1. The client must have completed remote alcohol monitoring orientation within 30 days of the order of the court.
2. Breath tests above the fail point, or skipped re-tests, are considered violations. Clients are required to provide a second breath sample within 30 minutes of any failed or skipped test. The 2nd test provides the ASAP with additional information in determining if the failed, or skipped, test was due to consumed alcohol.
3. ASAP clients are required to abide by the testing windows provided by the court of jurisdiction. In absence of a specific time window provided by the court, ASAP clients are required to abide by the default testing time windows provided by the Commission on VASAP.
4. ASAP clients, while in proximity of the remote alcohol monitoring device, are required to avoid substances which may contain alcohols. In addition, all smoking substances should be avoided while using the remote alcohol monitoring device in order to prevent potential damage to the fuel cell.
5. ASAP clients are solely responsible for all activity on the remote alcohol monitoring device unless camera photos prove otherwise. All situations in which the person providing a breath sample on the device is not clearly visible and identifiable in the remote alcohol monitoring camera photographs will be considered violations. ASAP clients who circumvent the remote alcohol monitoring device in any way may be charged with a Class 1 misdemeanor.
6. No remote alcohol monitoring device shall be removed without ASAP authorization. Failure to abide by this requirement may result in additional criminal charges.
7. ASAP clients are not permitted to change remote alcohol monitoring vendors after device installation unless approved by the Commission on VASAP.
8. ASAP clients are required to enroll with the local ASAP in order to begin ASAP remote alcohol monitoring services. Clients who have an ASAP balance 60-days or more in arrears are subject to having their remote alcohol monitoring services terminated by the ASAP.
9. Pursuant to VA Code § 17.1-612, ASAP clients who directly, or indirectly, subpoena staff members of the VASAP state office for testimony at any court hearing may be subject to payment of the witnesses' daily mileage and toll expenses.

Virginia Alcohol Safety Action Program
Remote Alcohol Monitoring Agreement

These conditions and terms will remain in effect until completion of all court remote alcohol monitoring requirements. I fully understand failure to abide by these requirements, in their entirety, may result in my case being returned to court and/or termination from the ASAP remote alcohol monitoring program. By signing below, I acknowledge that I have received a copy of and understand all conditions contained in this agreement.

Client Printed Name

Client Signature

Date

VIRGINIA ALCOHOL SAFETY ACTION PROGRAM

AGREEMENT TO PARTICIPATE

Please read each statement and initial on the line following each statement.

As an ASAP participant, you are subject to the following program rules. These rules apply if you are enrolled as a court referral or if you are enrolled satisfying a DMV requirement.

I understand that I am required to meet with my ASAP case manager as deemed necessary. ____

I understand that I am responsible for keeping my case manager aware of any change of address and change of telephone numbers. ____

I understand that I am responsible for making my case manager aware of any new criminal or traffic violations. ____

I understand that I must pay the ASAP fee in full or set up a payment plan, which I will adhere to. This applies only to court ordered participation. ____ (*Full payment is due at enrollment for DMV cases*).

I understand that I am responsible for paying a \$25 rescheduling fee for missed ASAP appointments or class. ____

I understand that I am responsible to pay the costs of any treatment services that I may receive directly to the treatment provider. ____

I understand that I am required to engage and actively participate in ASAP education classes. ____

I understand that I am required to attend all ASAP education classes and treatment sessions free of alcohol or illicit drugs. ____

I understand that I am required to successfully follow the treatment plan as prescribed by the treatment provider or my case will be in a noncompliant status. ____

I understand that I am required to attend all education treatment sessions and comply with attendance policies. ____

I understand that I am required to submit to a breath test when requested by an ASAP representative. ____

I understand that if I am under a court order to remain abstinent that I am not permitted to drink alcohol at any time or use any illicit drugs and that I will be required to submit to drug and alcohol testing. _____

I understand that testing positive for alcohol, illicit drug usage, or having an ignition interlock violation will result in my case being reclassified and may result in my case being returned to court, if under the court's jurisdiction. _____

I understand that I am required to adhere to this participation agreement and that failure to comply will result in my case being returned to court for noncompliance. I further understand that if I am enrolled to satisfy a DMV requirement that my noncompliance can result in my case being closed as unsuccessful. _____

I understand that the Code of Virginia requires that I enter and successfully complete an Alcohol Safety Action Program (ASAP) in order to have my license reinstated. I understand that if I fail to complete the ASAP at this time, that I may re-enroll at a later time and will be required to pay the required enrollment fee(s) and any unpaid ASAP balances. _____

I HAVE READ THE ABOVE AND FULLY UNDERSTAND THE TERMS AND CONDITIONS OF MY PARTICIPATION IN ASAP.

Client Name (print)

Client Names (signature)

Date

VASAP CONSENT FOR THE RELEASE OF CONFIDENTIAL INFORMATION – GENERAL

Probationer: _____

Date of Birth: _____

(Your Name)

I hereby grant the Virginia Alcohol Safety Action Program (VASAP) consent to exchange information with:

- the court of record/referral
- the Commonwealth Attorney's office
- attorney(s) of record
- local, state, and federal law enforcement agencies
- other criminal justice entities
- the Virginia Department of Motor Vehicles
- applicable VASAP ignition interlock service providers and remote alcohol service providers

For the purpose of facilitating, supervising, verifying, and reporting my participation in, and compliance with ASAP requirements.

I understand that I am being referred to the Alcohol Safety Action Program **by a court**. Information concerning my participation will be reported to the court, and my consent for that purpose will terminate upon successful completion of my ASAP probation. In the event of noncompliance, this Consent for Release of Confidential Information will not expire until the referring court formally terminates the Alcohol Safety Action Program's oversight of the case.

I understand that I am enrolling in the Alcohol Safety Action Program to complete a **DMV requirement**. This Consent for the Release of Confidential Information shall expire automatically upon termination of my ASAP participation.

I understand that my records are protected under the Federal Confidentiality Regulations (42 CFR Part 2) and cannot be disclosed without my written consent unless otherwise provided for in the regulations. I further understand that all **treatment** information is protected under HIPAA and cannot be released by the ASAP without my consent; however, should I elect to transfer to another ASAP, all records to include treatment records will be sent to the supervising ASAP in order to effectively administer my case. A copy of this Consent for Release of Confidential Information form shall be considered to be valid as the original.

Executed this _____ **day of** _____, **20** _____

Participant's Signature: _____

Parent/Guardian Signature: (required if under the age of 18): _____

To revoke consent for release of information, complete this section.

Date Revoked: _____

Participate Signature: _____

Parent/Guardian Signature (if required): _____

PROHIBITION ON RE-DISCLOSURE: This information has been disclosed to you from records protected by Federal Confidentiality rules (42 CFR Part 2). The federal rules prohibit you from making any further disclosure of this information unless further disclosure is expressly permitted by the written consent of the person to whom it pertains or as otherwise permitted by 42 CFR Part 2. A general authorization for the release of medical information is not sufficient for this purpose.

Virginia Alcohol Safety Action Program

Electronic Communication Authorization Consent Form

I understand that due to the risk of electronic messages being misdirected, hacked or intercepted by unintended parties, the Virginia Alcohol Safety Action Program (VASAP) cannot guarantee that confidential messages sent over the internet will not be subject to unintended disclosure or other privacy breaches.

I understand that electronic communications sent to/from VASAP may contain personal information that is protected by federal confidentiality guidelines.

I further understand that electronic communications sent to/from work devices may be subject to review by my employer.

I consent to the use of electronic devices such as but not limited to mobile phones, tablets, laptops, etc.

Acknowledging the above, I hereby authorize the Virginia Alcohol Safety Action Program to communicate with me via electronic communications regarding my case until such time as my ASAP case is closed, or this authorization is rescinded by me.

Signature: _____

Printed Name: _____

Date: _____