

Ignition Interlock Request for Installation Form

Install State: **Virginia** Other: _____

VEHICLE REGISTRATION CARD MUST BE PRESENTED AT TIME OF REQUEST
(OWNER'S CONSENT FORM REQUIRED WHEN INSTALLING ON SOMEONE ELSE'S VEHICLE)

Client Identification Information (To be completed by client at enrollment)

Driver License Number: _____ Date of Birth: _____

Name: _____
First Full Middle Last

Address: _____
Street Address Apt/Suite/

State Zip City/County

Best Contact Number: _____ Ext _____ Additional Number: _____
8:30am - 4:30pm

Referral Information

VASAP OFFICE USE ONLY:	Referral Type: (Court) or (DMV)
Install Date:	Eligible to Install Date:
Ignition Interlock Vendor: • Alcolock • Draeger • Life Safer Smart Start Program Intoxalock	
Length: _____ months	Projected End Date: _____ months
Offense Type: • 1 st • 2 nd • 3 rd	Camera: • MANDATORY
Court Jurisdiction:	
Offense Date:	Conviction Date: Pre-enroll: • Yes • No

Alcohol Determination Method: • Blood • Breath • Refused • DUI-Drug BAC Value: 0. _____ %

Reason for Stop: Accident Checkpoint Detail Citizen Alert • Disabled Vehicle/Welfare Check
(Circle One)
Domestic Disturbance Erratic Driving Equipment Violation No Headlight Texting
Expired Inspection/Registration Failure to Obey Highway Sign Speeding Other

Vehicle Information

VIN _____ Make _____ Model _____

Year _____ Tag _____ Hybrid • Yes • No Push Start • Yes • No

Is Registered Owner same as client? • Yes • No , If no (Owner's Written Consent Required)

Owner's First Name _____ Middle Name _____ Last Name _____

JOHN TYLER ASAP

IGNITION INTERLOCK ENROLLMENT PACKET

TO BE COMPLETED AT TIME OF ENROLLMENT FOR INTERLOCK SERVICES

DMV Administrative Enrollment & ASAP Interlock Monitoring Fees

Clients are required to enroll with the local ASAP in order to begin ASAP interlock monitoring services for a DMV interlock requirement. The enrollment requirement applies even in cases where a client is transitioning from a court interlock requirement to a DMV administrative interlock requirement at the expiration of the restricted license order. Enrollment requires that the client sign the Commission on VASAP “**Authorization for Release of Confidential Information Form**” and provide an updated (within past 30 days) “**DMV Compliance Summary**”.

The ASAP is permitted to charge a \$50 per month ignition interlock monitoring fee. This \$50 per month service fee begins the day you enroll with the ASAP as a DMV administrative interlock requirement or the date of your restricted license expiration if originally a court ordered interlock requirement. Service fees that become 60 days overdue will result in unsuccessful closure of your case and a suspension of your driver's license through the Virginia DMV. If this occurs, you will be required to re-start the DMV administrative interlock requirement after paying all outstanding ASAP monitoring fees.

Sincerely,

John Tyler ASAP

Master Card, Discover, and VISA on-line payments accepted at: Vasap.virginiainteractive.org

**A \$2.00 Convenience Fee will be applied to all debit and credit card payments*

Money Order Payments accepted in office or by mail. Money order payments with **your legible full name** may be mailed to:

John Tyler ASAP, 211 Old Hundred Rd., Chester, VA 23831

CHECKS AND CASH PAYMENTS ARE NOT ACCEPTED

JOHN TYLER ASAP-CHESTER
4211 Old Hundred Road
Chester, VA 23831
804-796-4281

JOHN TYLER ASAP-HENRICO
4114 E. Parham Road
Richmond, VA 23228
804-672-1786

IGNITION INTERLOCK ORIENTATION CLASS

TO BE SCHEDULED BY RECEPTIONIST UPON COMPLETION OF ENROLLMENT PACKET

- 1) My Ignition Interlock class has been scheduled for _____

at _____ am / pm in the _____ office. It will last approximately 30 minutes.
- 2) I will arrive 15 minutes prior to your scheduled class time to check in. If I am tardy I will not be permitted to enter class. If I am tardy or are absent for the class, I will be required to reschedule the class.
- 3) Effective immediately, I understand that I cannot use any form of alcohol or products that contain alcohol as an ingredient.
- 4) I will contact my interlock vendor immediately to schedule my interlock installation if I have not already done so.
- 5) VASAP Monitoring Fees are \$50 per month for DMV monitoring. DMV monitoring is a minimum of 6 months resulting in \$300 monitoring fees for the first 6 months and \$50 per month for each month required beyond the initial 6 month requirement. I understand that I am responsible for the payment of these fees.
- 6) I understand that I must secure a valid operator's license from DMV upon installation of the interlock device and that I must retain a valid permit for the duration of the monitoring period. I understand that should I fail to have a valid operator's license at any time during my monitoring period I will not receive monitoring credit and will have to restart my 6 month monitoring period. I acknowledge that I will be responsible for any additional fees due to my failure to retain a valid permit.

I HAVE READ AND UNDERSTAND THE ABOVE

Client's Signature

Date

Virginia Alcohol Safety Action Program Ignition Interlock Agreement -COV

By signing this document, ASAP clients installing an ignition interlock, acknowledge full understanding of each condition listed below and that they must comply without compromise.

1. ASAP clients are required to view the Ignition Interlock Orientation video located at <http://vasap.virginia.gov>.
2. ASAP clients convicted of a DUI 1st offense must install an ignition interlock on any vehicle they operate, unless otherwise ordered by the court. ASAP clients convicted of a DUI 2nd or subsequent offense must install an ignition interlock on any vehicle they operate and any vehicle registered or titled to them, in whole or in part.
3. ASAP clients must notify the ASAP immediately if they register or title a new vehicle while under an ignition interlock requirement. The new vehicle must have an interlock installed within 10 calendar days of registering or titling the vehicle if related to a DUI 2nd or subsequent conviction, a DUI 1st where the court required interlock installed on all vehicles, or if related to a DUI 1st conviction and the client plans on operating the vehicle. Failure to do so will result in license suspension and possible non-compliance. If this suspension occurs, the clients will be responsible for any DMV licensing fees and requirements and credited interlock time will start over on all vehicles from the date the client becomes licensed with DMV.
4. ASAP clients installing an interlock in a vehicle they do not own must submit a completed "VASAP Ignition Interlock Consent to Install Form" to the interlock technician at installation.
5. The interlock device must be installed within 30 days of the effective date on the DC-266 Ignition Interlock Order Form and the interlock device must be calibrated at least every 30 days per Virginia Code 18.2-270.1.
6. ASAP clients, under a court-ordered interlock requirement, must comply with all outstanding licensing requirements of the DMV and obtain a valid license for all of their installed ignition interlock time to count. The restricted license order (DC-265) document shall expire 60 days from the commencement date on the order if not accompanied by a valid hard copy license. For those who fail to properly obtain their hard-copy license from DMV, within 60 days of the restricted license issuance from the court, any installed interlock time accrued from the 60-day mark to the date of licensure through DMV will be added to the end of the ignition interlock requirement.
7. ASAP clients, under a DMV interlock requirement, will begin to receive credit for installed interlock time from the date they obtain their hard-copy license from DMV.
8. Breath tests above the fail point, or skipped rolling re-tests, are considered violations. Clients are required to provide a second breath sample within 15 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.
9. ASAP clients, while in proximity of the ignition interlock, are required to avoid substances which may contain alcohols. In addition, all smoking substances should be avoided while using the ignition interlock in order to prevent potential damage to the fuel cell.
10. ASAP clients are solely responsible for all activity on the interlock 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 interlock camera photographs will be considered interlock violations. ASAP clients who permit a 3rd party to supply a breath test on the interlock device, in an attempt to start the vehicle for the client, violate Virginia Code 18.2-270.1 and may be charged, along with the 3rd party, with a Class 1 misdemeanor.

Virginia Alcohol Safety Action Program Ignition Interlock Agreement con't – COV

11. If requested, ASAP clients are required to submit formal documentation from any vehicle maintenance/repair facility, to the ASAP, documenting the type of service performed along with the vehicle's dates and times in and out of the repair facility.

12. ASAP clients are required to complete their final calibration on or after their interlock compliance date and no interlock device shall be removed without ASAP authorization. Failure to abide by this requirement may result in additional criminal charges.

13. ASAP clients are not permitted to change interlock vendors after device installation unless approved by the Commission on VASAP.

14. ASAP clients are required to enroll with the local ASAP in order to begin ASAP interlock monitoring services for a DMV interlock requirement. The ASAP interlock monitoring fee for DMV administrative cases is \$50 per month. The ASAP will not successfully satisfy any interlock requirement with the DMV in which the balance is not paid in full. Clients who have an ASAP balance 60-days or more in arrears are subject to having their interlock monitoring services terminated by the ASAP.

15. 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 witness's daily mileage and toll expenses.

16. ASAP clients seeking to drive an employer's vehicle without an interlock installed must have the employer petition the court. The client must not be in control or ownership of the business in whole or in part. The client is still required to install an interlock in a personal vehicle to satisfy the requirement.

These conditions and terms will remain in effect until completion of all court and DMV ignition interlock 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 ignition interlock 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

VASAP CONSENT FOR THE RELEASE OF CONFIDENTIAL INFORMATION - GENERAL

Probationer: _____ **Date of Birth:** _____

I hereby grant the Virginia Alcohol Safety Action Program (VASAP) consent to exchange information related to my ASAP requirements 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
- other (specify) _____

PLEASE CHECK ONE BOX ONLY

☐ 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 Federal Confidentiality Regulations (42CFR 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 HIPPA 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: _____

Participant's 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 or other information is not sufficient for this purpose.