

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 am responsible for making my case manager aware of any other changes that might affect my ASAP participation. _____

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 noncompliance 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 re-instated. 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 Name (*signature*)

Date

VASAP CONSENT FOR THE RELEASE OF CONFIDENTIAL INFORMATION - GENERAL

Probationer: _____
(Your Name)

Date of Birth: _____

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
- other (specify) _____

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

I understand that if 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 if 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 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: _____

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.
[Updated 8/23/19]


VIRGINIA ALCOHOL SAFETY ACTION PROGRAM EMAIL AUTHORIZATION


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 emails to/from VASAP may contain personnel information that is protected by federal confidentiality guidelines.


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

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to communicate with me via email regarding my case until such time as my ASAP case is closed, or this authorization is rescinded by me.


Client Printed Name


Client Signature


Date


Email Address