

**RAASAP
ENROLLMENT FORM**

Full Name: _____
(Last) (First) (MI)

Email Address: _____

Age: _____ **Sex:** _____ **Race:** _____

Level of Education: _____

Are You Employed? (Circle one) YES NO

Occupation: _____ **Annual Income:** _____

Name of Employer: _____

Marital Status: _____ (Single, Married, Divorced, Separated)

Significant Other's Name: (if applicable): _____

Number of Marriages: _____

Number of Children: _____

If Applicable:

Military Status: _____ Active _____ Honorable Discharge _____ Dishonorable Discharge _____ Other

I certify this information is accurate to the best of my knowledge.

Probationer Signature: _____

Date: _____

Virginia Alcohol Safety Action Program

Intake Questionnaire

Full

Name: _____
(First) (Middle) (Last)

Mailing

Address: _____
(Street) (City) (State) (Zip Code)

Primary Phone Number: _____ - _____ - _____ Secondary Phone Number: _____ - _____ - _____

Driver's License Number: _____

Date of Birth: _____

Email Address: _____

Medical History

Medical

Conditions: _____

Prescribed

Medications: _____

Have you ever been told by a medical professional not to use alcohol or drugs? Yes No

Previous detoxification or medical attention due to substance use disorder? Yes No

Do you have any medical conditions directly related to your use of alcohol or drugs? Yes No

If yes, list the conditions:

Legal History Have you had any...

Previous Arrest or Convictions for: (Do not include your present conviction)

DUI Yes No How many? _____ Public Intoxication Yes No How many? _____

Underage Possession of Alcohol Yes No How many? _____

Drug Offenses Yes No. How many? _____

Other criminal traffic convictions (such as Reckless Driving) Yes No If yes, how many?

List Charges

Do you have any pending charges? Yes No

List pending charges, if applicable

Are you currently on probation with any other agency? Yes No

Name of probation agency _____

Name of probation officer _____

About your Current Referral

What was your original charge/offense ?

Date of original charge/offense: _____

For what offense were you convicted? _____

Court of Conviction _____

Date of conviction: _____

What alcohol beverages and/or what drugs were you using on the day of your arrest?

How much did you drink/use that day? _____

Did you have a crash that day? Yes No Were there any injuries? Yes No

What was your BAC at the time of arrest? _____ Did you feel impaired? Yes No

Alcohol and Drug History

How many days per week do you consume alcohol? _____ How much alcohol do you consume on those occasions?

When did you last consume any alcohol? _____

How much did you consume? _____

Which drugs have you used within the last six months:

- Marijuana (for DUID cases and Young Offender cases charged with Marijuana)
 Cocaine Heroin Amphetamines

Do you have a substance use disorder? Yes No

Have you ever tried to quit?

Drinking? Yes No **If yes, how long did you abstain?** _____

Using Drugs? Yes No **If yes, how long did you abstain?** _____

Have you ever taken a prescription drug that was not prescribed to you? Yes No

If yes, what medication did you take? _____ **When?** _____

Have you had any...

Previous Alcohol/Drug Education? Yes No **If yes, where** _____

When: _____

Previous Alcohol/Drug Treatment? Yes No **If yes, where** _____

When?: _____

Previous ASAP Participation? Yes No **If yes, where?:** _____

When? _____

I certify this information is accurate to the best of my knowledge.

Print Name: _____

Signature: _____

Date: _____

RAPPAHANNOCK AREA ALCOHOL SAFETY ACTION PROGRAM (RAASAP)

**5608 SOUTHPOINT CENTRE BLVD. SUITE 100
FREDERICKSBURG, VA 22407
(P) 540-645-6310 (F) 540-645-6304**

RAASAP OVERVIEW AND FEE POLICY

You have been referred by the Court to the RAASAP office. Participation in the program is directed by court order and must be completed as part of your suspended sentence. Your probation period is for the time frame of your license suspension.

Per VA Code 18.2-271 (E), no restricted license can be issued until the defendant is enrolled in a certified Virginia Alcohol Safety Action Program. If you wish to enroll prior to your intake appointment, you will need to appear at the office and request an “enrollment only” appointment. A minimum payment of \$400 towards your Service and Intervention Fees is requested at the time of this appointment. At this time, your interlock referral will be sent to the vendor you choose, and you will be given an appointment to return for your intake appointment. **Failure to appear for your scheduled intake appointment will result in your enrollment being removed from the DMV system and your restricted license will no longer be valid.**

Intervention Services: In addition to the probation supervision and monitoring provided by your case manager, you will be referred to intervention services. Your classification at your intake will either be Intensive Education or Treatment Assessment. You are responsible for costs and fees associated with the following intervention services:

- **Intensive Education Services:** includes 10 hours of alcohol and drug education. This class consists of 2-hour weekly sessions for 5 weeks. The enrollment fee and intervention fee must be paid in full prior to your 3rd class.
- **Treatment Services:** includes a referral to a state approved licensed treatment provider for a treatment assessment and following all recommendations. In addition to the required treatment assessment, you will be required to attend 8 hours of DUI education at the RAASAP office. DUI Education consists of 2-hour weekly sessions for 4 weeks. The enrollment fee and intervention fee must be paid in full prior to your last class.

Missed Appointment Fee: If you fail to attend an appointment, a \$25 fee is applied to your account. Intake cannot be rescheduled without a valid excuse and approval. Failure to appear for your scheduled intake appointment could result in your case being returned non-compliant to the Court. If returned non-compliant, you would need to show cause why you should not receive any suspended jail time received at your original conviction. Being returned to Court could also result in immediate revocation of any restricted privileges previously granted. It is important to remain in contact with the RAASAP office throughout your probation. Any changes in address, phone number, or email address will need to be updated with our office immediately. Failure to do so could result in you not receiving notification of an upcoming appointment and ultimately being returned to the Court non-compliant.

Payment Methods: The RAASAP office does not accept cash. Payments can be made online using a credit/debit card at www.raasap.com or you can pay in-person with a credit card, money order, or cashier’s check. Payment can be made via your portal using this link <https://vasap.virginia.gov/asap-client-portal/>. Your login is your phone number (no dashes) or email. Hit forgot password to create a new one. **Do not** create a new portal as one has already been set up for you.

Office hours to make payment:
Monday - Friday 8:30 AM – 4:00 PM
We are closed on all state holidays!

Payment Due in Full Prior to Intake: The following services require payment in full prior to being scheduled: Reckless Driving, Boating under the Influence, Multiple Offender Evaluation, Pre-enrollment, DMV/Administrative cases, and Intervention Interview. Any waiver of fees as directed by the Court will only apply to enrollment fees and not to the intervention fees and must be noted on the court order.

Refund Policy: VASAP services are user funded. No tax dollars fund the VASAP system. All RAASAP fees are non-refundable. Any unpaid/delinquent fees are subject to the Virginia Debt Set-Off Program and may be withdrawn from future tax refunds.

Case closure: If a balance is owed at the time of your case being closed, your completion of VASAP will not be reported to the DMV and you may be required to pay to reopen the case in the future to have your completion transmitted to the DMV. If you were returned to court non-compliant and not ordered back to the program, you are still required to pay any unpaid balance in addition to fees that will be required to open a new DMV/administrative case(s). The enrollment and intervention fee are assessed at the time of your initial enrollment regardless of whether you complete the program or not and is not refundable.

PROGRAM FEES

<u>SERVICE</u>	<u>FEE AMOUNT</u>
DUI/DUID/Reckless Driving/BUI/Drug Offender/Multiple Offender (restoration granted)	\$300.00
Young Offender (Underage Possession)	\$150.00
License Restoration Evaluation	\$175.00
Pre-Court Evaluation	\$175.00
Intervention Services (education class)	\$100.00
Rescheduling Intervention Services	\$25.00
Reinstatement Appointment	\$25.00
Monitoring (after 1 st year)	\$30.00 per visit
Electronic Monitoring (Interlock Monitoring)	\$50.00 per month (once VASAP probation ends)
Re-assessment	\$300.00
Re-entry (within the first year)	\$50.00
Re-entry (after the first year)	\$300
Bond Supervision / Pre-trial	\$50.00 per month
Reckless Aggressive Driver Education Program (RADEP)	\$125.00 (not currently offered at RAASAP)
Intervention Interview	\$30.00
<u>ADMINISTRATIVE FEES</u>	<u>FEE AMOUNT</u>
Alcohol Urine Screen (ETG)	\$25.00
Drug Urine Screen	\$25.00
Drug Screen Laboratory Cost (if positive)	Varies/Billed the amount the lab charges
Make-up Missed Education Class	\$25.00
Missed Appointment / Reschedule Fee	\$25.00
Victim Impact Panel	\$25.00 (not currently offered at RAASAP)
Copies	\$1.00 (1 st page) and \$.50 (each page thereafter)

Probationer's Signature

Date

Rappahannock Area Alcohol Safety Action Program (RAASAP)
Participation Agreement

The court has placed you on probation beginning with your date of conviction. ASAP participation requires active participation on your part. By enrolling you agree to the following:

1. While participating in RAASAP, I am under the jurisdiction of the court of conviction which holds discretion in re-imposing all or some portion of the suspended sentence in my case. If I am compliant, I will not need to return to court unless directed. If I am non-compliant, the court is provided with specific details regarding the alleged violation of probation.
2. Participants are prohibited from recording, photographing, screenshotting, livestreaming, or otherwise capturing any RAASAP meeting, interview, assessment, counseling session, education class, or interaction with staff without prior authorization from RAASAP. **INITIAL**
Weapons of any sort are prohibited. Participants, visitors, and guests are prohibited from possessing, carrying, displaying, or bringing any weapon onto RAASAP property or into any RAASAP program, class, meeting, assessment, interview, or activity. For purposes of this policy, "weapon" includes, but is not limited to, firearms, ammunition, knives, explosive devices, stun guns, tasers, pepper spray, chemical agents, clubs, or any object used or intended to be used to cause bodily harm or intimidate another person. Any participant found in possession of a weapon will be denied entry, removed from the premises, reported to law enforcement, and/or considered non-compliant with program requirements. RAASAP reserves the right to take any action necessary to protect the safety and security of its staff, participants, and the public. I understand violation of this policy will result in immediate removal from the building and may be considered non-compliant with program requirements. Additionally, only clients are permitted in the building for confidentiality reasons. **INITIAL**
3. The RAASAP case manager assigned to me will supervise my probation and monitor my progress and participation in RAASAP. My case manager may require periodic meetings at the RAASAP office, and I agree to do so as required. If I have any questions concerning my participation in RAASAP, I will immediately contact my case manager. I understand that my participation in RAASAP will involve a commitment of my time and will not be solely at my convenience.
4. As part of probationary services, RAASAP will provide the court with any necessary reports concerning my intake/enrollment, my involvement and participation in assigned alcohol education classes and assigned substance abuse treatment counseling programs, or any non-compliance.
5. The RAASAP fee for probation, supervision, and monitoring is \$300 and the RAASAP fee for education services is \$100. I agree to pay for these services in full within 90 days of enrollment (signing of this contract). Should I be referred to any substance abuse counseling, I agree to pay the cost of those services. I understand that I am required to adhere to any stipulations set forth by the education and/or treatment program as it relates to my need for services.
6. **I understand use of alcohol, marijuana, or any illicit substances/mood-altering drugs is prohibited for the duration of my probation per the applicable court of jurisdiction. I may only take medications that require a prescription that manage pain, mood, or behavior that are prescribed to me and I have an active prescription for. I understand I must provide the RAASAP office with a copy of my prescribed medications to be placed in my file. RAASAP staff and instructors (including staff of referring agencies) will conduct breath and urine screening tests. I agree to participate in such tests and pay any fees I incur as a result of these tests. I understand that a positive reading, refusal, or tampering may result in my case being returned to the court as non-compliant.** **INITIAL**
7. The initial field testing fee for drug/alcohol tests is \$25. If the field drug/alcohol screen is positive, I understand I have the right to admit and sign a voluntary admission form or I can contest the positive screen and request it be sent to the laboratory for confirmation testing. I understand if my urine screen is

confirmed positive by the laboratory, I am responsible for paying fees assessed by the laboratory in addition to the field testing fee. Laboratory fees can range from \$10-\$90 and any fee assessed for a positive screen will be added to my RAASAP bill and must be paid in full immediately.

8. **I understand it is my responsibility to report any changes in address or phone number immediately to the RAASAP office. Failure to update my address or phone number may result in my case being returned to the court non-compliant. INITIAL**
9. I understand that I must attend all scheduled group and individual counseling sessions to which I am assigned. I will be on time for all sessions. Attendance at the first RAASAP class is mandatory and if I miss the first class of group, I will be dropped from the class roster and assessed a \$25 rescheduling fee. I understand that attendance alone will not satisfy the requirements for successful completion of any program. I agree to actively participate in the group meetings and examine my behavior regarding both alcohol/drug consumption and alcohol/drugs as it related to driving and take responsibility for my behavior. The instructor/treatment provider will report information about my attendance and participation. Failure to actively participate could result in non-compliance.
10. I understand that all offenders in the RAASAP program must attend an education class at the RAASAP office. If I am required to attend a treatment assessment, my class will be determined after my treatment assessment. Absenteeism from my RAASAP education class will only be excused for emergency situations and must be approved by my case manager. I understand I cannot miss the first class and cannot miss more than one class. If I miss a class, I am aware I must attend a make up class prior to my next regular scheduled class and also pay the \$25 make up fee. Failure to attend the make up class will result in being removed from the class and having to restart a new class or being returned to court non-compliant.
11. The identity of other group members and any personal information shared during group sessions are confidential and may not be disclosed to any person without the written authorization of the individual to whom the information pertains. Participants are prohibited from recording, photographing, screenshotting, or otherwise capturing any portion of a group session. **I understand cell phones and all recording devices must be turned off before entering the RAASAP office.** Use of a phone or recording device while in the RAASAP office will result in immediate removal from the facility and will be considered a violation of program requirements. Confidentiality of substance use disorder treatment information is protected by federal law, including 42 CFR Part 2 where applicable.
12. I understand while being on probation with the RAASAP office, I am required to report any new charges within 3 business days. Any alcohol or drug related arrest will likely result in my case being returned to the court as non-compliant for judicial review.
13. I understand that after enrollment I must attend an intake appointment to be placed in services. I agree to fully disclose prior arrests and answer all questions on the intake questionnaire and during intake truthfully. Failure to do so will result in reclassification or being returned to the court as non-compliant.

***I acknowledge that I have read, understand, and agree to comply with the terms and conditions of this Participation Agreement. I certify that the information I have provided is true and correct and that this signature is my own. I understand that my signature, whether provided in person, electronically, or by other authorized means, signifies my acceptance of and agreement to abide by the requirements set forth in this document. I acknowledge I have been provided with a copy of this agreement and have had the opportunity to ask questions regarding its contents before signing.**

***I further acknowledge that failure to comply with the terms of this agreement may result in administrative action, program sanctions, and/or notification to the referring court, or other authorized agency, as applicable. Refusal to sign this agreement does not relieve me of my obligation to comply with RAASAP.**

Offender Name (Print)

Offender 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 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 Administrative and Pre-Enroll 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, if applicable, 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, if under the court's jurisdiction. I further understand that if I am enrolled to satisfy a DMV requirement that my noncompliance will result in my case being closed as unsuccessful. _____

I understand that I am required to comply fully with all requirements, conditions, and mandates as established and enforced by the local Alcohol Safety Action Program. _____

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.

Offender Name (*print*)

Offender Name (*signature*)

Date

ASAP Participant Code of Conduct

I understand that the Alcohol Safety Action Program (ASAP) is committed to maintaining a safe, respectful, and professional environment for staff, service providers, and participants. This Code of Conduct establishes clear behavioral expectations for my participation in ASAP services.

Prohibited Behavior

I understand that certain behaviors are strictly prohibited, including but not limited to:

- Threatening, intimidating, harassing, abusive, or aggressive behavior toward staff, providers, or participants.
- Use of obscene, derogatory, discriminatory, or abusive language directed at others.
- Disruptive conduct that interferes with classes, treatment sessions, appointments, or program activities.
- Refusal to comply with reasonable and lawful staff instructions related to program requirements.
- Acts of violence, attempted violence, or behavior that creates a safety risk.
- Damage to program property, provider facilities, or the property of others.
- Unauthorized recording, photographing, or distribution of images or audio without prior consent.
- Abusive, threatening, or harassing communications in any format.
- Any conduct that compromises the safety or security of staff, providers, participants, or facilities.
- Unauthorized recording, photographing, or distribution of images or audio of staff, providers, or participants without their consent — regardless of whether the recorder is a party to the conversation.

Violations may result in my case being returned to the referring authority, which may impose sanctions or penalties as it deems appropriate.

Acknowledgment

My signature below acknowledges that I have received, read, and understand this Code of Conduct.

Client Name (print) _____

Signature _____

Date: _____

DUI EDUCATION AGREEMENT

1. I agree to attend the DUI Education Classes each week. Attendance for the **first class is mandatory**. Failure to attend will result in removal from the class and re-enrollment in the next available class. In addition, a \$25 rescheduling fee will be charged. I understand that absence from class will only be excused once I make contact with my case manager. In addition, I agree to provide the necessary documentation for my absence if requested to do so. I further understand that I will be placed in a make-up class and must attend prior to my next group session. The date and time of the **make-up class is not flexible**, and you must be present to remain in the group. **I also understand that I will be charged a \$25 missed group fee which must be paid prior to attending the make-up class.** Additionally, I understand that more than one absence will result in removal from the class, and I will have to re-enroll in a new class.

2. I understand **I must be on time for class each week** and I should bring a pen/pencil with me. The instructor will provide my case manager with the final report upon completion of class. The final report is not always immediately available to the case manager. If my case is due to be closed upon completion of class, the completion of VASAP may not be entered into DMV immediately. I agree to contact my case manager for status, if needed (email is best).

3. I agree not to attend the class under the influence of alcohol and/or drugs. I understand that I am required by the Court to **remain abstinent for the duration of my probation**. Additionally, I understand that I may be screened for recent drug and alcohol use when I arrive for class. Refusal to be screened will result in dismissal from class and your case will be returned non-compliant.

4. The identity of other class participants and any personal information shared during class sessions are confidential and may not be disclosed to any person without proper authorization. Participants are expected to respect the privacy of others and maintain the confidentiality of information discussed during class sessions.

5. If I am a disruption to the class, the instructor has the discretion to remove me from the class, and my case manager will be notified. Attendance alone does not satisfy the requirements for successful completion of the DUI Education Program. Participants must actively participate in class discussions and activities and comply with all program requirements

6. Cell phones, smart watches, recording devices, and other electronic devices capable of recording audio, video, or images must be turned off and put away prior to entering the classroom. Participants are prohibited from recording, photographing, screenshotting, livestreaming, or otherwise capturing any portion of a class session, other participants, instructors, staff, or program materials without prior authorization from RAASAP. Violation of this policy will result in immediate removal from class and will be considered non-compliance with program requirements.

7. Weapons Prohibited. Participants, visitors, and guests are prohibited from possessing, carrying, displaying, or bringing any weapon onto RAASAP property or into any RAASAP program, class, meeting, assessment, interview, or activity. For purposes of this policy, "weapon" includes, but is not limited to, firearms, ammunition, knives, explosive devices, stun guns, tasers, pepper spray, chemical agents, clubs, or any object used or intended to be used to cause bodily harm, threaten, or intimidate another person. Any participant found in possession of a weapon may be denied entry, removed from the premises, reported to law enforcement, and/or considered non-compliant with program requirements.

8. I agree to inform my ASAP Case Manager of any changes in the following: address, phone number, email, new alcohol/drug related charges, or any other change which might affect my ASAP participation.

9. I understand I have an agreement to pay all VASAP fees. All fees incurred must be **paid in full 48 hours prior to the final class session**.

10. I understand it is my responsibility to check the website (www.raasap.com) or listen to B101.5 for any changes or cancellations to class sessions and/or RAASAP office hours.

11. I understand that the restrooms are not available after 4:00 pm and that I am not allowed beyond the classroom doors.

Failure to comply with the terms of this agreement may result in removal from class, rescheduling fees, administrative sanctions, referral to a case manager for further evaluation, and/or notification to the referring court or other authorized agency for non-compliance.

Signature

Printed Name

Date

Updated 06/2026

Virginia Alcohol Safety Action Program

Electronic Communication Authorization Consent Form

I understand that due to the risk of electronic communications 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 to/from VASAP may contain personnel 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 phone, tablets, laptop, 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: _____

DOB: _____

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 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 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.

VASAP CONSENT FOR THE RELEASE OF CONFIDENTIAL INFORMATION - INDIVIDUAL

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 following individual(s):

(Full Name) (Phone Number) (Assigned Password)

EMERGENCY CONTACT INFORMATION (PLEASE DO NOT LIST YOURSELF)

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.

This Consent for the Release of Confidential Information shall expire automatically upon termination of my ASAP participation. 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.

VASAP CONSENT FOR THE RELEASE OF CONFIDENTIAL INFORMATION - TREATMENT

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

I hereby grant _____ consent to exchange information with
(NAME OF ASAP)

_____ for the purpose of verifying compliance with my ASAP
(NAME OF TREATMENT PROVIDER)

requirements and substance abuse treatment.

I understand that this may include the release of treatment information and reports to include my treatment assessment, treatment plan, diagnosis, prognosis, alcohol and other drug test results, and attendance records at treatment sessions.

I further understand that if I am under the supervision of the court, I am authorizing disclosure of such treatment information by the ASAP to the applicable court, commonwealth attorney, and the attorney of record if required.

I further understand that, except as otherwise permitted by this expressed consent, my alcohol and/or drug treatment records are protected under the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2, and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 45 C.F.R., Parts 160 & 164.

This Consent for the Release of Confidential Information shall expire automatically upon termination of my ASAP participation. A copy of this Consent for Release of Treatment 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

TREDS Ignition Interlock Enrollment Form

I request to enroll in the Virginia Alcohol Safety Action Program for the purpose of satisfying an ignition interlock requirement. I agree that all information that I enter on this document is accurate to the best of my knowledge. I also agree to all terms and conditions within this document and the ASAP Ignition Interlock Agreement form.

Identification Information

First Name: _____ Middle Initial: _____ Last Name: _____

Driver's License Number: _____ DOB: _____

Street Address: _____ State: _____

City or County: _____ Zip Code: _____

Contact Number(s): _____ / _____

Referral Information

Interlock Vendor Name: _____ ¹Offense Type: _____ Offense Date: _____

Court Name: _____ Conviction Date: _____

DC 266 Ignition Interlock Order Effective Date: _____

²Alcohol Determination Method: _____ BAC Value: _____

Please circle "Reason for Stop" as: accident, checkpoint, citizen alert, disabled vehicle/welfare check, domestic disturbance, erratic driving, equipment violation, expired inspection/registration, failure to obey highway sign, no headlights, speeding, texting, or other offense or situation.

¹Please enter 1st, 2nd, or 3rd DUI

²Please enter either blood, breath, refusal, or DUID (driving under the influence of drugs)

Vehicle Information

VIN: _____ Make: _____ Model: _____

Year: _____ Tag: _____ Hybrid: Yes/No Push Start: Yes/No

VIN: _____ Make: _____ Model: _____

Year: _____ Tag: _____ Hybrid: Yes/No Push Start: Yes/No

If someone else is the registered owner of the vehicle(s) listed above, the owner is required to complete and sign the "Ignition Interlock Consent to Install Form". If the owner will not be present at the interlock installation appointment, the form must be notarized. Failure of the owner to be present at installation, or have the document notarized, will result in a re-schedule of the interlock installation appointment by the interlock service provider. If you are not the registered owner of the vehicle(s) listed above, please complete the following:

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



Ignition Interlock Participation Agreement

www.vasap.virginia.gov

Participant Information

Driver's License Number

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State of Issue

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First Name: _____ Middle Name: _____ Last Name: _____

Address: _____ City / Zip _____

Phone Number: _____ Date of birth: _____ Email address: _____

Agreement

By signing below, I acknowledge that I have reviewed and agree to abide by the terms of the VASAP Ignition Interlock Participation Agreement and all laws related to the Virginia Interlock program published in the Virginia Code.

All VASAP ignition interlock participants are required to abide by the following conditions:

1. 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. _____
2. Both court-ordered and DMV administrative interlock clients are required to complete enrollment with a local ASAP to open a case for ASAP interlock monitoring services. _____
3. For DMV administrative interlock cases, the ASAP interlock monitoring fee is \$50 per month. The ASAP will not successfully satisfy any interlock requirement with the DMV in which the ASAP fee balance is not paid in full. Clients who have an ASAP fee balance 60-days or more in arrears are subject to having their interlock monitoring services terminated by the ASAP. _____
4. Clients under any ignition interlock requirement must notify the ASAP immediately if they register or title a new vehicle. The new vehicle must have an ASAP approved interlock device 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 a DUI 1st conviction where the client intends to operate the vehicle. Failure to install ignition interlock on all required vehicles may result in a DMV license suspension, an interruption in client eligibility to earn installed interlock credit, or the loss and reset of all previously accrued installed interlock credit. The client will not be eligible to begin earning installed interlock credit until an interlock is installed on all required vehicles and the client is once again in a compliant status with Virginia DMV ("Licensed" for Virginia drivers, "Not Licensed-No Fees Owed" for out of state license holders). _____
5. Court-ordered ASAP clients seeking an exemption 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. If an employer exemption is granted within a restricted license issued by the Court, the client is still required to install an interlock in a personal vehicle, achieve proper licensure with Virginia DMV, and achieve compliance with their home state of licensure to satisfy the requirement. If approved by the court, ASAP clients, and their employer, must complete the VASAP Ignition Interlock Program Employment Exemption Application in full and promptly return it to their servicing ASAP. _____
6. The Court-ordered interlock device must be installed within 30 days of the effective date on the DC-266 Ignition Interlock Order Form. The interlock device must be calibrated at least every 30 days per Virginia Code 18.2-270.1. _____
7. ASAP clients installing 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. The document must be notarized unless the owner of the vehicle will be present at the installation appointment. _____
8. ASAP clients are not permitted to change interlock vendors after device installation unless approved by the Commission on VASAP. _____

9. Installed ignition interlock credit for court-ordered interlock clients cannot be earned if a client has a suspended, revoked, or not eligible status with Virginia DMV or their home state of licensure. ASAP clients under a court-ordered interlock requirement must comply with all terms of the court-issued restricted license order (DC265) and all licensing requirements of the DMV to earn installed interlock credit. _____
10. The court-issued restricted license order (DC265) document shall expire 60 days from the effective date on the originally issued order unless accompanied by a valid hard copy license from Virginia DMV. Driver's licensed in another state at the time of the Virginia DUI conviction must also meet the 60-day compliance requirements with Virginia DMV by achieving a "Not Licensed-No Fees Owed" status with the Virginia DMV and by obtaining a valid hard-copy picture driver's license from their home state of licensure. _____
11. Installed ignition interlock credit for DMV administrative clients cannot be earned if a client has a suspended, revoked, or not eligible status with Virginia DMV or their home state of licensure. In addition, ASAP clients under a DMV interlock requirement, cannot begin to earn installed interlock credit until the date they obtain a valid, hard copy picture driver's license from the Virginia DMV. Clients licensed another state must comply with all requirements of the Virginia DMV for out-of-state drivers, by achieving a "Not Licensed-No Fees Owed", status with the Virginia DMV and obtaining a valid hard-copy picture driver's license from their home state of licensure before they can begin earning installed interlock credit. _____
12. For all installed ignition interlock clients, failure to maintain compliance with DMV requirements in Virginia, and in your home state of licensure, can result in a suspension of license and an interruption of earned installed ignition interlock credit. Clients will begin earning installed ignition interlock credit once they have complied with all outstanding requirements of the DMV in Virginia and their home state of licensure. The days of ineligibility to earn installed ignition interlock credit will be tolled upon the end of the initial required term of ignition interlock. _____
13. ASAP clients, while in proximity of the ignition interlock, are required to avoid substances which may contain alcohols and avoid using any substances, whatsoever, other than water, within 15 minutes prior to providing a breath test into the interlock device. In addition, all smoking substances should be avoided while using the ignition interlock to prevent potential damage to the fuel cell. _____
14. Breath test readings above the fail point of 0.02%, and 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 second breath sample provides the ASAP with additional information to determine if the failed, or skipped, breath test was due to consumed alcohol. _____
15. ASAP clients are solely responsible for all activity on the interlock device. The photos collected by the camera installed in the vehicle may be used to prove otherwise. All situations in which the person providing a breath sample on the device, or the device itself, are not clearly visible and identifiable in the photos captured by the interlock camera will be considered interlock violations. ASAP clients who permit another person to supply a breath test on the interlock device, in an attempt to start the vehicle on behalf of the client or an attempt to clear a violation breath sample given by the client, violate Virginia Code 18.2-270.1. The client and any involved parties may be charged with a Class 1 misdemeanor. _____
16. If requested, ASAP clients are required to submit formal documentation from any vehicle maintenance or 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. _____
17. 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. _____
18. ASAP clients agree that ASAP is the custodian of record of ignition interlock reports generated from the interlock device data contained in the interlock provider's server, which is made at or near the time of the occurrence of the event(s) set forth therein, and that such reports and records are kept in the ordinary course of regularly conducted business activity of monitoring ASAP interlock clients, and that such records are made by ASAP caseworkers as a regular practice in monitoring a client's compliance with the interlock. _____
19. ASAP clients are required to complete their final calibration on or after their interlock compliance end date. No interlock device shall be removed without ASAP authorization. _____
20. These conditions and terms will remain in effect until successful completion of all court and/or DMV ignition interlock requirements. By signing below, I acknowledge that I have received a copy of and understand all conditions and information contained in this Ignition Interlock Participation Agreement. _____
21. If you have pre-enrolled for ignition interlock services, the ASAP will send a letter to the court on the date of your DUI hearing providing the court with the date of your ASAP pre-enrollment, the date of your interlock installation, and any interlock violations if incurred. _____

Notice

The Virginia Alcohol Safety Action Program (VASAP) collects the information on this form for identification purposes, to enroll you in the Virginia Alcohol Safety Action Program. You are not legally required to complete this form. You can refuse; however, VASAP cannot enroll you in the Ignition Interlock program. Program participants are subject to the terms and conditions set forth in this form. For Program enrollees, violations of the conditions outlined in the Program Guidelines may result in consequences including, but not limited to, an extension of time on the program, a return to court non-compliant, a referral for a treatment assessment, and/or termination from the program. VASAP will not share this form with other entities; however, through the program, VASAP collects driver's information that may be released to the following: state and federal enforcement agencies; licensing boards and agencies; state and federal courts; law enforcement agencies and prosecutorial authorities; persons and entities named pursuant to a court order; and any other person or entity authorized by state or federal law.

Signature

Date

ACKNOWLEDGEMENT OF PROGRAM CONDITIONS AND VIOLATIONS

Please place your initials before each statement to indicate that you have read and understand each requirement listed below:

_____ I understand if I plan to drive, I may not consume or use **ANY** substance containing alcohol. In addition to alcoholic beverages, this includes products such as certain types of mouthwash, cough syrup, cold medicines, perfume, cologne, insect repellent, and windshield treatments. I will check the ingredients before using or consuming products or substances to be sure they do not contain alcohol.

_____ I will not blow cigar or cigarette smoke into the interlock handset. Doing so could damage the machine, could result in charges for damage to the device, and/or cause a reading.

_____ I will not consume any food immediately before presenting a breath sample or drink any beverage except water immediately before a breath sample. Doing so could produce a positive reading, which may result in a violation being recorded.

_____ I will complete **ALL** retests. I have been instructed to never leave the vehicle running unattended since this unacceptable action could result in missed retests.

_____ I understand that I am solely responsible for any and all activity that is recorded on the interlock assigned to me. I will, therefore, not allow anyone to use this vehicle who has, may have, or might consume alcohol or does not understand the proper use of the device, including the random retests requirement.

_____ Unless I have purchased the optional insurance, I understand that I am solely responsible for the full replacement value of the interlock device if it is lost or stolen and for all repair costs if it is damaged.

_____ I understand that I am not to circumvent, bypass or otherwise disable the ignition interlock system. This includes attempting to start the vehicle without first passing a breath alcohol test or modifying the system in such a manner as to prevent its proper functioning. This also includes allowing someone else to blow into the device after a positive reading in order to drive the vehicle. I understand it is my responsibility to make sure the camera is positioned correctly to ensure all readings are captured on the camera. I agree to not obstruct the camera or tamper with it in any way. **Failure to adhere to this could result in new criminal charges.**

_____ I understand that I am not to drive any motor vehicle that is not equipped with a properly functioning, approved ignition interlock device.

_____ If I fail a test due to a positive BAC, I agree to attempt a retest within 10-15 minutes to demonstrate that the initial positive reading was due to residual mouth alcohol. If a backup test is not performed within 10-15 minutes, it will be assumed that the initial positive BAC was due to the consumption of alcohol in violation of the terms of this program.

_____ I recognize that when summoned to take a rolling retest, I must ensure that I provide a breath sample within the allotted time or else my vehicle horn will start sounding and my lights will flash on and off.

_____ I recognize that just a single violation of my probation, such as a positive BAC, will likely reset or extend the amount of time I must be on the ignition interlock program. (For example, an offender who is assigned to the interlock program for 12 months that has a positive BAC when attempting to start the vehicle, may be required to start the 12-month period all over again.)

_____ I understand that I must contact the service provider if power to the interlock is interrupted for any reason. Faulty vehicle electrical systems (such as problems due to frayed, loose or broken wires; poor system charging; or weak/disconnected batteries) can cause power interruptions and are the vehicle owner's responsibility. I understand I must notify the service provider before power is interrupted due to vehicle maintenance, but if that is not possible, I agree to notify the service provider as soon as possible, giving the date, time, and reason for the power interruption. I understand that if I install a new battery, I must keep my receipt in the event I am asked to show it.

_____ I agree to make payments for all services and equipment rented and I recognize that failure to do so is a violation. I understand that if I am experiencing financial difficulties, I should contact my service provider to make payment arrangements.

ACKNOWLEDGMENT

I understand that the above conditions apply to the proper use of the ignition interlock device installed in the vehicle I will be operating. By signing below, I acknowledge that I understand the above information and agree to comply with the program rules and policies. I understand that, unless there is evidence to the contrary, all violations recorded on the interlock will be attributed to my actions. I have been informed and I understand that ALL violations will be reported to the appropriate authority, and that the penalties for such violations may include, but may not be limited to, a loss of driving privileges and the imposition of any suspended sentence.

Offender Name (Print)

Offender Signature

Date