

# 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: \_\_\_\_\_ <sup>1</sup>Offense Type: \_\_\_\_\_ Offense Date: \_\_\_\_\_

Court Name: \_\_\_\_\_ Conviction Date: \_\_\_\_\_

DC 266 Ignition Interlock Order Effective Date: \_\_\_\_\_

<sup>2</sup>Alcohol 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.

<sup>1</sup>Please enter 1<sup>st</sup>, 2<sup>nd</sup>, or 3<sup>rd</sup> DUI

<sup>2</sup>Please 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.

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Signature

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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.

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Offender Name (Print)

Offender Signature

Date

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RAASAP Case Manager Signature

Date