

Application for Services at Rappahannock Area ASAP

Name: _____

Birth Date: ____/____/____ Age: ____ Driver License Number: _____ State Issued: _____

Email Address: _____

Home Phone: _____ Cell Phone: _____ Work Phone: _____

Mailing Address: _____ Physical Address: _____

How long have you lived at this address? _____

Why are you applying for services with this agency? (Example: court referred you, DMV referred you, another state's agency is requiring your attendance, etc.) _____

Please list all Virginia Driving Under the Influence Charges:

Offense 1: Court _____ Conviction Date: _____ Offense Date: _____

Offense 2: Court _____ Conviction Date: _____ Offense Date: _____

Offense 3: Court _____ Conviction Date: _____ Offense Date: _____

Please list any out of state offenses:

Offense 1: Court _____ Conviction Date: _____ Offense Date: _____

Offense 2: Court _____ Conviction Date: _____ Offense Date: _____

Offense 3: Court _____ Conviction Date: _____ Offense Date: _____

For which offense(s), do you wish to participate in our program? _____

Did you have a Virginia license at the time of the conviction? _____

Did you complete education and/or counseling in another state for this same DUI? _____

Do you have any pending charges, DUI or otherwise? _____ If yes, explain: _____

Have you received services from this agency in the past? _____ If so, explain: _____

Are you currently receiving services from this ASAP or another agency? _____ If yes, explain: _____

Do you owe any fees to any Virginia Alcohol Safety Action Program (VASAP)? _____

Comments: _____

This application must be submitted with a compliance summary from the Virginia Department of Motor Vehicles. After your application has been received and reviewed, you will then be advised of the required fees. All fees paid to Rappahannock Area ASAP are non-refundable. Should you be unclear as to the requirements of DMV or other agency, it is solely your responsibility to seek legal advice from an attorney, or clarity from the referring agency, prior to enrollment. Rappahannock Area ASAP is only responsible for providing the service for which you apply.

I certify I have answered the questions to the best of my ability and seek enrollment into the Rappahannock Area ASAP.

Applicant's Signature _____

_____ Date

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

RAASAP Case Manager 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

Case Manager Signature

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: _____

RAASAP

RAPPAHANNOCK AREA ALCOHOL SAFETY ACTION PROGRAM

Service Area: Caroline / Fredericksburg / King George /
Spotsylvania / Stafford

5608 Southpoint Centre Blvd, Suite 100, Fredericksburg, Virginia 22407 / Telephone 540-645-6310

Interlock Monitoring Fee Agreement

Today's Date: _____ (this will also be day of the month your \$50 fee is due each month)

Participant's Name: _____ DOB: _____

Email Address: _____

You have requested Ignition Interlock service in accordance with Virginia Code 18.2-270.1 to comply with your requirements for the device. You acknowledge that you have read and signed the ignition interlock contracts. There is a \$50 monthly fee for RAASAP to supervise your service. The service involves: documentation of all activity, assisting you with information regarding ignition interlock requirements, referral to an approved vendor of your choice, monitoring reports, and reporting to the Virginia Department of Motor Vehicles.

- It is your responsibility to choose an interlock vendor and provide the RAASAP staff with your vendor choice.
- It is your responsibility to contact the vendor for an installation appointment. You will be charged \$50/month for RAASAP monitoring regardless of if the interlock is installed. If you do not plan to install interlock within 15 days, please wait to sign up for the interlock monitoring case until you are ready to install. If you ordered for interlock due to a DUI 2nd conviction, you are required to install interlock in all vehicles owned/registered by you.
- Once installation is completed, provide the installation certificate to the RAASAP office by bringing it in or emailing it to your case manager. This is imperative so DMV is updated, and you are able to go license at DMV. The RAASAP staff will electronically process the installation to the Virginia Department of Motor Vehicles (DMV).
- You may then proceed to the local DMV for a restricted license issued by DMV. The restricted license will state that you are only permitted to operate a vehicle equipped with the ignition interlock device. **You do not begin receiving credit for interlock being installed until you license with DMV. If you live out of state, you must provide your case manager with proof you are licensed in the state where you live.**
- **You are responsible for having your monthly supervision fee paid to the RAASAP Office on the same day of each month from the date you signed up.** You may make this payment via money order or cashier's check. You may also pay online with credit or debit card via the online portal (there is a \$2 convenience fee for this method of payment). (example: if you sign up for the interlock service on the 20th of the month, your payment will be on the 20th of each month)
- If the payment is over 60 days late, RAASAP will electronically notify DMV that the requirement for the device has been removed unsuccessfully and your license status for your driving privilege will be changed from licensed to not being legally eligible to operate a motor vehicle. If this occurs, you are at risk for receiving a new charge of driving on a revoked or suspended license. If you are charged with driving on revoked or suspended, DMV may administratively suspend you for an additional year which will disqualify you for a restricted license for the entire year.
- When a violation occurs, you will receive notice of the violation, and the 12-month period will begin from the violation date. You will need to have a final calibration on or after the 12-month date from the date you licensed or the 12-month date from your last violation in order for your completion of interlock to be put in DMV. If the 12-month date falls outside of your regular scheduled service appointment, you can schedule a new date prior to your next month's service date. (example: you licensed with DMV on 07/01/2025, your final calibration would need to be on or after 07/01/2025)

Participant's 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 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.