

Virginia Alcohol Safety Action Program
Ignition Interlock Agreement
05022022

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

1. ASAP clients are required to view the Ignition Interlock Circumvention videos by clicking the “Public Information” link in the navigational bar at <http://vasap.virginia.gov>.
____ Initial
2. ASAP clients convicted of a DUI 1st offense must install an ignition interlock on any vehicle they operate, unless otherwise ordered by the court. ASAP clients convicted of a DUI 2nd or subsequent offense must install an ignition interlock on any vehicle they operate and any vehicle registered or titled to them, in whole or in part.
____ Initial
3. ASAP clients must notify the ASAP immediately if they register or title a new vehicle while under an ignition interlock requirement. The new vehicle must have an interlock installed within 10 calendar days of registering or titling the vehicle if related to a DUI 2nd or subsequent conviction, a DUI 1st where the court required interlock installed on all vehicles, or if related to a DUI 1st conviction and the client plans on operating the vehicle. Failure to do so will result in license suspension and possible non-compliance. If this suspension occurs, the clients will be responsible for any DMV licensing fees and requirements and credited interlock time will start over on all vehicles from the date the client becomes licensed with DMV.
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4. ASAP clients installing an interlock in a vehicle they do not own must submit a completed “VASAP Ignition Interlock Consent to Install Form” to the interlock technician at installation.
____ Initial
5. The interlock device must be installed within 30 days of the effective date on the DC-266 Ignition Interlock Order Form and the interlock device must be calibrated at least every 30 days per Virginia Code 18.2-270.1.
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6. ASAP clients, under a court-ordered interlock requirement, must comply with all outstanding licensing requirements of the DMV and obtain a valid license for all of their installed ignition interlock time to count. The restricted license order (DC-265) document shall expire 60 days from the commencement date on the order if not accompanied by a valid hard copy license. For those who fail to properly obtain their hard-copy license from DMV, within 60 days of the restricted license issuance from the court, any installed interlock time accrued from the 60-day mark to the date of licensure through DMV will be added to the end of the ignition interlock requirement.
____ Initial
7. ASAP clients, under a DMV interlock requirement, will begin to receive credit for installed interlock time from the date they obtain their hard-copy license from DMV.
____ Initial

Client Printed Name _____

Date _____

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8. Breath tests above the fail point, or skipped rolling re-tests, are considered violations. Clients are required to provide a second breath sample within 15 minutes of any failed or skipped test. The 2nd test provides the ASAP with additional information in determining if the failed, or skipped, test was due to consumed alcohol.
____ Initial
9. ASAP clients, while in proximity of the ignition interlock, are required to avoid substances which may contain alcohols and avoid using any substances at all, other than water, 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 in order to prevent potential damage to the fuel cell.
____ Initial
10. ASAP clients are solely responsible for all activity on the interlock device unless camera photos prove otherwise. All situations in which the person providing a breath sample on the device is not clearly visible and identifiable in the interlock camera photographs will be considered interlock violations. ASAP clients who permit a 3rd party to supply a breath test on the interlock device, in an attempt to start the vehicle for the client, violate Virginia Code 18.2-270.1 and may be charged, along with the 3rd party, with a Class 1 misdemeanor.
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11. If requested, ASAP clients are required to submit formal documentation from any vehicle maintenance/repair facility, to the ASAP, documenting the type of service performed along with the vehicle's dates and times in and out of the repair facility.
____ Initial
12. ASAP clients are required to complete their final calibration on or after their interlock compliance date and no interlock device shall be removed without ASAP authorization. Failure to abide by this requirement may result in additional criminal charges.
____ Initial
13. ASAP clients are not permitted to change interlock vendors after device installation unless approved by the Commission on VASAP.
____ Initial
14. ASAP clients are required to enroll with the local ASAP in order to begin ASAP interlock monitoring services for a DMV interlock requirement. The ASAP interlock monitoring fee for DMV administrative cases is \$50 per month. The ASAP will not successfully satisfy any interlock requirement with the DMV in which the balance is not paid in full. Clients who have an ASAP balance 60-days or more in arrears are subject to having their interlock monitoring services terminated by the ASAP.
____ Initial
15. Pursuant to Va. Code § 17.1-612, ASAP clients who directly, or indirectly, subpoena staff members of the VASAP state office for testimony at any court hearing may be subject to payment of the witness's daily mileage and toll expenses.
____ Initial

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

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17. ASAP clients agree that that ASAP is the record custodian of the Interlock Compliance and Calibration Reports generated from the interlock device data contained in 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.

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These conditions and terms will remain in effect until completion of all court and DMV ignition interlock requirements. I fully understand failure to abide by these requirements, in their entirety, may result in my case being returned to court and/or termination from the ASAP ignition interlock program. By signing below, I acknowledge that I have received a copy of and understand all conditions contained in this agreement.

Client Printed Name

Client Signature

Date