

## Virginia Alcohol Safety Action Program Remote Alcohol Monitoring Agreement

**By signing this document, ASAP clients using a remote alcohol monitoring device, acknowledge full understanding of each condition listed below and that they must comply without compromise.**

1. The client must have completed remote alcohol monitoring orientation within 30 days of the order of the court.
2. Breath tests above the fail point, or skipped re-tests, are considered violations. Clients are required to provide a second breath sample within 30 minutes of any failed or skipped test. The 2<sup>nd</sup> test provides the ASAP with additional information in determining if the failed, or skipped, test was due to consumed alcohol.
3. ASAP clients are required to abide by the testing time windows provided by the court of jurisdiction. In absence of a specific time window provided by the court, ASAP clients are required to abide by the default testing time windows provided by the Commission on VASAP.
4. ASAP clients, while in proximity of the remote alcohol monitoring device, are required to avoid substances which may contain alcohols. In addition, all smoking substances should be avoided while using the remote alcohol monitoring device in order to prevent potential damage to the fuel cell.
5. ASAP clients are solely responsible for all activity on the remote alcohol monitoring 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 remote alcohol monitoring camera photographs will be considered violations. ASAP clients who circumvent the remote alcohol monitoring device in any way may be charged with a Class 1 misdemeanor.
6. No remote alcohol monitoring device shall be removed without ASAP authorization. Failure to abide by this requirement may result in additional criminal charges.
7. ASAP clients are not permitted to change remote alcohol monitoring vendors after device installation unless approved by the Commission on VASAP.
8. ASAP clients are required to enroll with the local ASAP in order to begin ASAP remote alcohol monitoring services. Clients who have an ASAP balance 60-days or more in arrears are subject to having their remote alcohol monitoring services terminated by the ASAP.
9. 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 witnesses' daily mileage and toll expenses.
10. The ASAP fee for remote alcohol monitoring is \$50 per month.

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**These conditions and terms will remain in effect until completion of all court remote alcohol monitoring 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 remote alcohol monitoring 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