

AGREEMENT TO PARTICIPATE IN MT ROGERS ALCOHOL SAFETY ACTION PROGRAM

As a result of your appearance in court you have been referred to Mt. Rogers ASAP. This program is designed to provide probation and intervention services to the courts. As part of your ASAP participation it is important that you understand and accept the following requirements:

1. I understand that by statute the court has imposed a fee for my participation in the program. Failure to pay these fees is a violation of terms of probation. I further understand that these fees are NON-REFUNDABLE.
2. I understand that I must pay any reasonable additional fees, including group fees, rescheduling costs, and drug screens, which may be necessary to satisfy the conditions of my probation.
3. I understand that absences from class WILL NOT BE CONDONED, I am required to attend all class sessions.
When an absence occurs, I AM TO PERSONALLY CONTACT THE ASAP OFFICE as to the reason the next working day or prior to the absence. Documentation must be provided.
-SECOND absence results in being **dropped from class and starting at class #1**
- a \$25 Rescheduling Fee assessed due to absence or being dropped from class.
-BEING TARDY FOR CLASS will be counted as an absence.
4. I agree to comply with the rules, regulations and recommendations of any education and/or treatment agency to which I am referred. I understand that I can be reclassified and/or given additional requirements if the terms of my probation are violated, and or information is not fully disclosed at my assessment.
5. I AM REQUIRED TO ADVISE ASAP OF ANY CHANGE IN ADDRESS, PHONE NUMBER OR ANY OTHER CHANGE WHICH EFFECTS MY SITUATION. I agree to meet with my ASAP case manager at the ASAP office as he/she feels it is necessary to discuss my case.
6. I understand that it is my responsibility to report any arrests to my case manager within 24 hours of the arrest. Any subsequent alcohol or drug offense is a violation of my ASAP probation.
7. I understand I am to be totally free of alcohol and drugs whenever I am at the ASAP office or class. I further understand I will be required to take a breath test to verify that I am alcohol free. I will be required to submit to drug screening.
8. If you are a treatment referral, your assigned assessment will determine the number of sessions and fees payable to the service provider. In addition you will be contacted to attend a four week treatment education program notification by mail.
9. I understand that I will not be re-issued a full license until I have successfully completed all ASAP Program requirements.
10. I understand that if I leave the program before completion (court revoked, etc.) and return within a year, I will be charged a re-entry fee of \$50.00 in addition to any previously outstanding fees owed. I understand that if I return to the program after the one year, I will be charged an enrollment fee of \$300.00 and any other fees previously outstanding must be paid in full.
11. I understand that if I am a court referred drug offender that I must submit random analysis of urine or other tests to determine the presence of drugs in my blood when requested to do so. I understand I am responsible for cost of drug tests.
12. I have read the above and/or had the above read and explained to me. By my signature or mark below I acknowledge receipt of the Terms of Probation and understand and agree to the conditions set forth. I understand that failure to comply with Terms of Probation will result in my case being returned to court or case being terminated by ASAP.
13. **INTERLOCK CASES:** Code of Virginia requires six (6) consecutive months of no alcohol violations. **FAILED** BAC positive will require user to start over and will result in case review for re-evaluation, additional sessions or return to court. DMV License Status must show LICENSED for installation time to be credited.
14. MONITORING REQUIRED (\$30 FEE): _____ YES _____ NO

Defendant Signature _____

Date _____