

## AGREEMENT TO PARTICIPATE IN THE OLD DOMINION ALCOHOL SAFETY ACTION PROGRAM

The program offered by Old Dominion ASAP is an opportunity to examine the conditions that led to your arrest in a setting that will allow you to make any necessary changes to avoid a similar situation in the future.

1. Program participation requires active involvement on my part, ASAP will provide the resources. I do hereby abide by the terms that follow.
2. My participation in such program will involve a commitment of my time and may not be at my convenience.
3. I understand that the ASAP fee is due at enrollment unless a fee agreement has been completed. Failure to abide by the fee agreement or payment in full by the fifth class will result in you being removed from class and repeating all sessions.
4. I understand I may be referred to one of several community agencies for education and/or treatment. I also understand I must pay the cost of any treatment program I am referred to beyond the standard alcohol education programs covered by the ASAP fee.
5. I understand that any absence from a scheduled office appointment or class must be allowed only in an Emergency situation, any emergency situation in an event or mishap that happens without warning; medical or family death. I must make personal contact with my case officer BEFORE the absence or before NOON the next working day or a mandatory office appointment may be arranged, for which I must appear.
6. I agree to actively participate in the program(s) to which I am referred and to be on time for ALL Classes and appointments. Further, I understand that I will not be admitted to class if there is evidence of alcohol or drug usage and agree to voluntarily submit to a breath and/or urine test if such use is suspected.
7. I agree not to drink any alcoholic drinks or use any drugs 24 hours prior to attending an ASAP class or ASAP appointment. I agree to remain abstinent from alcohol if so required by my program or treatment plan. I further agree to submit to an alcohol breath test during any ASAP class or appointment, and if found to have a BAC of .01 or more, I may be returned to Court. I also agree to submit to a drug test to determine the possible presence of any drugs, at my cost.
8. I am required to keep ASAP advised of my current mailing address and of any change affecting my ASAP participation. I agree to meet with my case officer as needed.
9. I verify that I have disclosed to my case office any Court charges pending against me and if I am on probation or parole. \_\_\_\_\_
10. I understand that I am on probation while participating in ASAP. Further, if I am arrested for any alcohol related offense(s) while participating, this case may be returned to Court for non-compliance.
11. I agree to obey all municipal, County, State and Federal laws while in ASAP and to report any arrest or citation, including traffic tickets, within three days to my case officer.
12. I understand that failure to keep the terms of this agreement will result in my case being returned to Court as non-compliant.
13. I understand that failure to pay the legislated/Court ordered fee will result in a judgment against me and that the fee will be withheld from any income tax refunds due to me.
14. Any case review will be subject to a \$30 fee, rescheduling of any class/session will be subject to a \$25 fee
15. Any fee you incurred while in VASAP and not paid in full will be placed in Virginia Debt set off.

I have been advised that I may have my case transferred to an ASAP program near my residence, however, for the purpose of convenience due to my employment or any other reason which I feel to be justified. I do hereby request that I be allowed to participate in the program offered by Old Dominion ASAP.

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Defendant's Signature

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Case Officer's Signature

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Date