



IDOC Expanded CRC Program Furlough Agreement

While participating in the Expanded Community Reentry Center (ECRC) Program, I agree to abide by the following rules, policies, and procedures of the Idaho Department of Correction (IDOC). I understand that while participating in this program, I remain in the custody of IDOC and that failure to comply with this Agreement may result in disciplinary action, up to and including criminal prosecution.

By initialing each of the sections below, I acknowledge that I have read, understand, and agree to be bound by the terms and conditions of this Agreement. I understand that this is a binding Agreement with IDOC and that IDOC can withdraw my participation in the program at IDOC's discretion.

1. _____ **LAWS AND CONDUCT:** I will obey all municipal, county, state, tribal, and federal laws. I will answer truthfully any questions posed to me by any agent of the IDOC. If I am detained by law enforcement, I will tell the officer(s) that I am on a furlough and provide the name of my supervising officer. I will notify my supervising officer of any contact with law enforcement within 12 hours. I will not engage in any behavior that is unsafe or reflects negatively on my peers, family, IDOC, or myself.

2. _____ **REPORTING:** I will report to my supervising officer as directed.

3. _____ **RESIDENCE:** I will reside in a location approved by my supervising officer. I will not change my approved place of residence without first obtaining permission from my supervising officer. I will not reside in any location where firearms are present. When home, I will answer the door promptly for IDOC staff. I will allow IDOC staff to enter my residence, other real property, my place of employment, and my vehicle for the purpose of visitation, inspections, and other supervision functions. I will not possess, install, or use any monitoring instrument, camera, or other surveillance or security device that could alert me about a visit from IDOC staff. I will not keep any vicious or dangerous dog(s) or other animal(s) on or in my property that the supervising officer views as an impediment to accessing the property.

4. _____ **FIREARMS AND WEAPONS:** I will not purchase, carry, possess, or have control of any firearms, chemical weapons, electronic weapons, explosives, or other weapons. Any weapons or firearms seized may be forfeited to IDOC for disposal.

5. _____ **SEARCH:** I consent to search by IDOC staff or their agents. The consent extends to searches of my person, residence, vehicle, personal property, other real property, or structures owned or leased by me, or for which I am the controlling authority. I hereby waive my rights under the Fourth Amendment and the Idaho Constitution concerning searches.

6. _____ **EMPLOYMENT:** I will maintain the employment or program approved by my supervising officer and will not change employment or program without first obtaining permission from my supervising officer.

7. _____ **ASSOCIATIONS:** I will not knowingly be in the presence of, or communicate with, person(s) prohibited by any IDOC agent, or the court.

8. _____ **VICTIMS:** I will not have any direct or indirect contact with my past or present victim(s), without the approval of my supervising officer.

9. _____ **CURFEW:** I will observe curfew restrictions as directed by my supervising officer.



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10. _____ **TRAVEL:** I will not leave the state of Idaho or my assigned district while participating in the Expanded CRC Program.

11. _____ **ALCOHOL:** I will not purchase, possess, or consume alcoholic beverages in any form. I will not enter any establishment where alcohol is a primary source of income and will not work in an establishment where alcohol is the primary source of income.

12. _____ **CONTROLLED SUBSTANCES:** I will only purchase, possess, or consume controlled substances lawfully prescribed for me, and then only in the manner prescribed. I will not use or possess any substance my supervising officer forbids me from using or possessing.

13. _____ **SUBSTANCE USE TESTING:** I will submit to any test for alcohol or controlled substances as requested and directed by any IDOC agent. A diluted or adulterated sample, or a failure to provide a sample, will be deemed a positive test. I agree that I may be required to pay for required testing.

14. _____ **EXTRADITION:** I waive extradition to the state of Idaho and will not contest any effort to return to the state of Idaho. I will pay for the cost of extradition as ordered by the court.

15. _____ **ESCAPE:** I understand that if I fail to comply with these rules, my whereabouts are unknown, and/or I fail to report/return at a scheduled time, I will be considered an escapee under Idaho Code § 18-2505. I will be subject to criminal prosecution and disciplinary action as set forth in IDOC Standard Operating Procedure 318.02.01.001, *Disciplinary Procedures*. I understand that if I am declared an escapee, the money in my inmate trust fund account may be used to pay for costs incurred in relation my apprehension or extradition back to the state of Idaho, court-ordered fees/restitution, and/or payment agreement(s) I have made with the IDOC.

17. _____ **COURT ORDERED FINANCIAL OBLIGATIONS:** I will pay all costs, fees, fines, and restitution in the amount ordered by the court, in the manner designated by the court or my supervising officer.

18. _____ **ECRC FEE:** Idaho Administrative Code 06.01.01.013 authorizes the Board of Correction to charge certain fees to "defray the costs of various services." I agree to pay, in advance, the fee of \$60 per month. I understand that if I fail to complete the ECRC process, this fee will be forfeit.

19. _____ **EARNINGS:** With this Agreement, I request to retain earnings I receive from my work. I understand that I must deposit all my earnings into a financial institution. I must also disclose the financial institution and confirm the existence of my account with an assigned IDOC agent. I will not change my account location without permission from my supervising officer. I understand and agree that I will pay the following from my earnings:

- a. Any court-ordered obligation as set forth in Section 17. I specifically understand that I must pay court-ordered child support and restitution. I will provide confirmation of payment(s) to the assigned IDOC agent by no later than the last day of each month;
- b. ECRC Fee as set forth in Section 18;
- c. Reasonable and adequate support and maintenance of my dependents;
- d. Pre-existing debts; and
- e. Transportation costs.

20. _____ **ELECTRONIC MONITORING:** I will comply with the IDOC electronic monitoring program at the request of any IDOC staff member. I will not tamper with or disconnect any



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monitoring equipment and will always keep it properly charged. I will adhere to any curfew, restricted areas, or schedule requirements. I will promptly respond to and clear any equipment alerts and submit to breath testing when prompted to do so. I understand that I am responsible for the care of the equipment issued to me and that I may be held financially and criminally liable for equipment that is damaged, lost, or not returned.

21. _____ **MEDICAL TREATMENT:** I understand that IDOC has a medical provider, as such, I will not receive a medical, dental, surgical, or psychiatric treatment without written permission from IDOC staff (except emergency medical care). If I need emergency medical care, I will contact my assigned facility. If I am unable to contact the facility, my family, or others will contact the facility for me.

By affixing my signature below, I agree to be bound by the terms and conditions stated herein.

Signature of Participant

Date

Printed Name of Participant

IDOC #

Signature of Witness

Date

Printed Name of Witness

IDOC Employee ID #