

IDAHO DEPARTMENT OF CORRECTION
Standard Agreement of Supervision

- 1. Supervision Level:** The defendant's level of supervision, including caseload type and electronic monitoring shall be determined by the Idaho Department of Correction (IDOC). _____
- 2. Laws and Conduct:** The defendant shall obey all laws, municipal, county, state and federal. The defendant shall comply with all lawful requests of the IDOC district manager, section supervisor, or probation and parole officer (PPO). The defendant shall be completely truthful at all times with the IDOC district manager, section supervisor, or PPO. During any contact with law enforcement personnel the defendant shall provide his identity, notify the law enforcement officer(s) that he is under supervision and provide the name of his supervising PPO. The defendant shall notify his supervising PPO of the contact within 24 hrs. _____
- 3. Residence:** The defendant shall not change residence without first obtaining permission from the IDOC district manager, section supervisor, or PPO. _____
- 4. Reporting:** The defendant shall report to his supervising PPO as directed. The defendant shall provide truthful and accurate information or documentation whenever requested by the IDOC. _____
- 5. Travel:** The defendant shall not leave the state of Idaho or the assigned district without first obtaining permission from his supervising PPO. _____
- 6. Extradition:** If the defendant does leave the state of Idaho, with or without permission, the defendant does hereby waive extradition to the state of Idaho and will not contest any effort to return the defendant to the state of Idaho. _____
- 7. Employment or Alternative Plan:** The defendant shall seek and maintain gainful, verifiable, full-time employment. The defendant shall not accept, cause to be terminated from, or change employment without first obtaining written permission from his supervising PPO. In lieu of full-time employment, the defendant may participate in full-time education, a combination of employment and education, vocational program or other alternative plan based on the defendant's specific situation and as approved by his supervising PPO. _____
- 8. Alcohol:** The defendant shall not purchase, possess, or consume alcoholic beverages in any form and will not enter any establishment where alcohol is a primary source of income. _____
- 9. Controlled Substances:** The defendant shall not use or possess any illegal drug. The defendant shall not use or possess any paraphernalia for the purpose of ingesting any illegal drug. The defendant shall not use or possess any controlled substances unless lawfully prescribed for him by a licensed physician or dentist. The defendant shall use medications only in the manner prescribed by his physician or dentist. _____
- 10. Firearms or Weapons:** The defendant shall not purchase, carry, possess or have control of any firearms, chemical weapons, electronic weapons, explosives or other dangerous weapons. Other dangerous weapons may include, but are not limited to, knives with blades over two and one half inches (2 ½") in length; switch-blade knives; brass knuckles; swords; throwing stars; and other martial arts weapons. Any weapons or firearms seized will be forfeited to IDOC for disposal. The defendant shall not reside in any location that contains firearms unless the firearms are secured and this portion of the rule is exempted in writing by the district manager. _____
- 11. Search:** The defendant shall consent to the search of his person, residence, vehicle, personal property, and other real property or structures owned or leased by the defendant or for which the defendant is the controlling authority. The search will be conducted by the IDOC district manager, section supervisor, or PPO or law enforcement officer. The defendant waives his Fourth Amendment rights concerning searches. _____
- 12. Cost of Supervision:** The defendant shall comply with Idaho Code, Section 20-225, which authorizes the IDOC to collect a cost of supervision fee. The defendant shall make payments as prescribed in his monthly cost of supervision bill. _____
- 13. Associations:** The defendant shall not associate with any person(s) designated by the IDOC district manager, section supervisor, or PPO. _____
- 14. Substance Abuse Testing:** The defendant shall submit to any test for alcohol or controlled substances as requested and directed by the IDOC district manager, section supervisor, or PPO or law enforcement officer. The defendant may be required to obtain tests at his own expense. If the results of the test indicate an adulterant has been used to interfere with the results, that test will be deemed to have been positive. _____
- 15. Evaluation and Program Plan:** The defendant shall obtain any treatment evaluation deemed necessary and as ordered by the court or IDOC district manager, section supervisor, or PPO. The defendant shall meaningfully participate in and successfully complete any treatment, counseling or other programs deemed beneficial and as directed by the court or IDOC district manager, section supervisor, or PPO. The defendant may be required to attend treatment, counseling or other programs at his own expense. _____

16. Cooperation with Supervision: When home, the defendant shall answer the door for the PPO. The defendant shall allow the PPO to enter his residence, other real property, place of employment and vehicle for the purpose of visitation, inspections and other supervision functions. The defendant shall not possess, install or use any monitoring instrument, camera, or other surveillance device to observe or alert them to the PPO's visit. The defendant shall not keep any vicious or dangerous dog or other animal on or in his property that the PPO perceives as an impediment to accessing the defendant or his property. _____

17. Absconding Supervision: The defendant will not leave or attempt to leave the state of Idaho or the assigned district in an effort to abscond or flee supervision. The defendant will make himself available for supervision and program participation as instructed by his supervising PPO and will not actively avoid supervision. _____

18. Court Ordered Financial Obligations: The defendant shall pay all costs, fees, fines and restitution in the amount and manner ordered by the court. The defendant shall make payments as ordered by the court or as designated in a payment agreement and promissory note to be completed with the IDOC district manager, section supervisor, or PPO and signed by the defendant. _____

19. Confidential Informant: The defendant shall not act as a confidential informant for law enforcement except as allowed per IDOC standard operating procedure (SOP) 701.04.02.019, *Informants: Confidential*. _____

20. Intrastate or Interstate Violations: If allowed to transfer supervision to another district or state, the defendant agrees to accept any violation allegation documents purportedly submitted by the agency or officer supervising the defendant in the receiving district or state as admissible into evidence as credible and reliable. The defendant waives any right to confront the author of such documents. _____

21. Additional Rules: The defendant agrees that other supervision rules may be imposed depending on the district or specific district office that provides his supervision. At all times, these additional rules will be imposed only after considering the successful supervision of the defendant and the secure operation of the district or specific district office. All additional rules will be explained to the defendant and provided to him, in writing, by the IDOC district manager, section supervisor, or PPO. _____

I have read, or have had read to me, the above agreement. I understand and accept these conditions of supervision. I agree to abide by and conform to them and understand that my failure to do so may result in the submission of a report of violation to my sentencing authority.

Defendant's Signature:

Date:

Witness's Signature:

Date: