

**Twin Falls County Sheriff's Office
Adult Detention Facility - Volunteers Application**

Name:

Last	First	Middle
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Date of Birth: _____ Place of Birth: _____

Address: _____

Street	City	State	Zip Code
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Telephone: _____

	Email
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Organization: _____

Address: _____

Street	City	State	Zip Code
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Educational Background:

Highschool: _____

College: _____

Other: _____

All applicants must not have been incarcerated in any penal institution for 1 year prior to being accepted as a volunteer.

Date of Application

Signature of Application

VOLUNTEER'S GENERAL RELEASE OF LIABILITY

For and in consideration of my being allowed to participate in the Volunteer Program under auspices of the Twin Falls County Sheriff, and in recognition of my own personal benefit from such program. I do hereby release Twin Falls County Sheriff's Office, a political subdivision of the State of Idaho, and any and all officers, employees, volunteers, agents, insurers and any elected or appointed officials of said ENTITY, individuals or entities affiliated with such persons and/or entities, from any and all civil liability or any and all forms of injury which may arise as a result of my participation in such program.

I acknowledge that I understand that there are many known and unknown dangers and/or risks associated with me participating in this program and I grant a general release, for myself, my heirs, executors, administrators and assigns and I waive, remise and forever discharge and release Twin Falls County Sheriff's Office and any and all elected or appointed officials of said ENTITY, and all officers, employees, volunteers, agents, insurers and any other individuals or entities affiliated with such persons and/or entities from any and all claims, several or otherwise past, present or future, which can or may ever be asserted as a result of any injuries or damages; physical or mental, sustained by me while I am participating in said program in any way, including my coming and going from such program.

I have read the foregoing and understand that the terms of this agreement are contractually and legally binding and that no verbal statement to the contrary, by any person or entity, can void or alter the terms of this agreement.

I further state that I understand the policy of the Twin Falls County Sheriff's Office in regard to being taken as a hostage.

1. Any person taken hostage will immediately lose all authority over any institutional personnel. No hostage may give orders relative to this situation.
2. The Sheriff, or his designee, will decide if communications are to be established with the inmates and who will contact them.
3. Promises to inmates should be avoided; however, every effort must be made to secure the safety and release of hostages as soon as possible.
4. The use of outside resources will be at the discretion of the Sheriff, or his designee.
5. UNDER NO CIRCUMSTANCES WILL INMATES BE RELEASED OR FREED AS A RESULT OF THEIR HAVING TAKEN HOSTAGE.

I further agree that in the event that I do receive injuries to my person or property that I will notify the Sheriff or his designee immediately as well as my immediate supervisor.

I understand that this release does not waive any rights I may have under the workmen's compensation laws of the State of Idaho or any protection I may have under the Idaho Tort Claims Act; however, I also expressly understand and acknowledge that this release does not create any rights not specifically and expressly provided to me under the workmen's compensation laws or Tort Claims Act. I further understand that my participation in the aforementioned program does not create any form of employment with Twin Falls County Sheriff's Office and does not grant me any rights that are not expressly provided for by law or contract.

DATED this _____ day of _____, 20_____

Signature of Volunteer

TWIN FALLS COUNTY SHERIFF

AUTHORIZATION FOR RELEASE OF PERSONAL INFORMATION

I, _____, an applicant for employment with Twin Falls County Sheriff's Office, do hereby authorize a review of and full disclosure of all records or information concerning myself to any duly authorized agent of the Twin Falls County Sheriff's Office, whether the said records are of a public, private or confidential nature.

The intent of this authorization is to give my consent for full and complete disclosure of all records and information of educational institutions; financial or credit institutions, including records of loans, the records of commercial or retail credit agencies (including credit reports and/or ratings); and other financial statements and records wherever filed; medical and psychiatric treatment and/or consultation, including hospitals, clinics, private practitioners, and the U.S. Veteran's Administration; employment and pre-employment records, including background reports, efficiency ratings, complaints or grievances filed by or against me and the records and recollections of attorneys at law, or of other counsel, whether representing me or another person in any case, either criminal or civil, in which I have had any interest or involvement.

I understand that any information obtained during any personal history background investigation which is developed directly or indirectly, in whole or in part, upon this authorization will be considered in determining my suitability for employment by the Twin Falls County Sheriff's Office. I hereby agree that any person(s) or entities who may furnish such information concerning me shall not be held liable for providing this information; and I do hereby release said person(s) or entities who may furnish such information concerning me of any and all liability for providing this information; and I do hereby release said person(s) and entities from any and all liability which may be incurred as a result of furnishing such information.

I further authorize that a photocopy of this release form, signed by me, will be valid as an original thereof, even though the said photocopy does not contain an original writing of my signature.

Witness

Signature

Date of birth: _____

Social Security Number: _____

Printed name, including maiden name an all names
I have previously used or been known by:

DETENTION ORDER NO: 43	TITLE: NON-DENOMINATIONAL RELIGIOUS PROGRAM & CLERGY VISITS	APPENDIX
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**TWIN FALLS COUNTY SHERIFF'S OFFICE
ADULT DETENTION CENTER VOLUNTEER AGREEMENT**

As a detention volunteer, I understand and hereby agree to the following:

CONCERNS OF SECURITY:

1. I will always sign-in and sign-out at the control center.
2. I will not have large amounts of money on my person.
3. I will not bring any chewing gum or pocket knives, weapons, ammunition, or explosives into the institution.
4. I will lock my car completely, and lock valuables, purses, etc. in the trunk.
5. I understand that cameras, tape recorders or news media people are not allowed in the institution without advance clearance.
6. I will not become involved in any conflicts between inmates and/or staff.
7. I will report any loss immediately.
8. All communication between myself and an inmate will be kept confidential unless it reveals crimes or is inappropriate or against policy and I will check with appropriate institutional staff prior to giving any type of information out about an inmate.
9. I will discuss the risks involved in giving my mailing address or phone number or any other personal information to any inmate, with my group leader. I realize it is best not to give this information out.
10. I realize I may be denied access to any unit and may be subject to search of my person or vehicle for justifiable security purposes.
11. I understand that being taken hostage will not be recognized as an advantage for the hostage taker(s).

CONCERNS OF PROCEUDRE:

12. I will make arrangements for visits in advance.
13. I will notify the institution of any change of plans.
14. I will keep all my personal property at all times, never exchanging any with an inmate.
15. I will refuse any gifts offered by inmates, and will not give inmates gifts.
16. I will bring only those items with me that I will need, and that have been approved by the proper authorities.
17. I will give books, intended for an inmate to the Detention staff. After they have been cleared by proper institutional authorities, they will be delivered.
18. I will report any request for drugs, alcohol, or medications to the Jail Administration and Chaplain in charge. I will not bring any drugs, alcohol or medication to an inmate.
19. ~~I will keep my physical contact with inmates to a minimum, and know that only handshaking is permitted.~~ *is not allowed. (DS)*
20. I will take all items with me, unless authorized to leave them.
21. I will keep to my assigned tasks, which will not include:
 - a) Making purchases in the community for an inmate.
 - b) Selling anything to, or entering into any business transaction with an inmate(s) or their family(s).
 - c) Accepting any kind of personal favor.
 - d) Doing any kind of personal favor.

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- 22. I will only offer advice in a general nature, and then only when it pertains to my area of responsibility.
- 23. I will never accept a personal service from or perform a personal service for any inmate. This includes making phone calls, mailing letters, or delivering messages or packages to anyone in the community or another part of the institution.
- 24. I will not give medical advice.
- 25. I will strive to be courteous, friendly, and professional at all times.
- 26. I will try to stay within the confined of the area assigned to me.
- 27. If I am with a group, I will stay with that group.
- 28. I will conduct my volunteer activities according to the established policies and procedures.
- 29. I understand that I am a guest and serve the pleasure of the Sheriff. _____ (initial)

CONDITIONS FOR PARTICIPATION AS VOLUNTEER AND/OR CHAPLAIN

I will honor the existing rules for jail religious visits:

- a. No denominational pressures.
- b. Doctrines which normally divide people outside the jail will not be brought in (such as baptisms, tongues, healings, miracles, which Bible, etc.)
- c. The time will not be a platform to attack a person, denomination, or issue (such as AIDS, homosexuality, women's rights, or political activity.)
- d. The speaker will not become involved with an inmate's conflicts with staff, legal, or family.

I have read the brief summary of rules, regulations and policies applicable to my participation as a volunteer of the Twin Falls County Sheriff and the Chaplain program. I hereby agree to abide by the directions and limitations which may be placed upon me. Further, I understand that failure to comply will result in my immediate expulsion and denial of future participation as a volunteer and/or the Chaplain program.

Date: _____ Signature: _____

PLEASE PRINT NAME: _____

WITNESS: - _____

PRINT NAME: _____

Twin Falls County Sheriff's Office

Acknowledgement of Training and Understanding of Prohibited Sexual Contact with Persons in Custody

I hereby acknowledge that I have received training wherein Idaho Code Section 18-6110, as set forth below was thoroughly explained and discussed, including but not limited to the potential penalties and ramifications that may result from any deputy, employee or agent of the Twin Falls County Sheriff's Office having sexual contact of the types referred to therein with any person in custody. I further acknowledge that, as of the date of my training regarding this topic, Idaho Code Section 18-6110 reads as follows:

18-6110 SEXUAL CONTACT WITH A PRISONER - It is a felony for any employee of the Idaho Department of Correction or any officer, employee or agent of a state, local or private correctional facility, as those terms are defined in section 18-101 A, Idaho Code, to have sexual contact with a prisoner, whether an in-state or out-of-state prisoner, as those terms are defined in section 18-101 A, Idaho Code. For the purposes of this section "sexual contact" means sexual intercourse, genital-genital, manual-anal, manual-genital, oral-genital, anal-genital, or oral-anal, between persons of the same or opposite sex. Any person found guilty of sexual contact with a prisoner is punishable by imprisonment in the state prison for a term not to exceed life.

18-101A. DEFINITIONS – used in titles 18, 19, and 20 Idaho Code, and elsewhere in the Idaho Code, unless otherwise specifically provided or unless the context clearly indicates or requires otherwise, the following terms shall be defined as follows:

- (1) "Correctional Facility" means a facility of the confinement of prisoners. The term shall be construed to include references to terms including, but not limited to, "prison," "state prison," "state penitentiary," "governmental detention facility," "penal institution (facility)," "correctional institution," "detention institution (facility)," "county jail," "jail," "private prison (facility)" or "private correctional facility."
- (2) "In-state prisoner" means a person who has been convicted of a crime in the state of Idaho and is either incarcerated or on parole or probation for that crime or in custody for trial and sentencing, and who is being housed in any state, local or private correctional facility, or who is being transported in any manner within or through the state of Idaho.
- (3) "Local correctional facility" means a facility for the confinement of prisoners operated by or under the control of a county or city. The term shall include references to "county jail," or "jail." The term shall also include a private correctional facility housing prisoners under the custody of the state board of correction, the county sheriff or together local law enforcement agency.
- (4) "Out-of-state prisoner" or "out-of-state inmate" means a person who is convicted of and sentenced for a crime in a state other than the state of Idaho, or under the laws of the United States or other foreign jurisdiction, and who is on parole or probation in Idaho or being housed in any state, local or private correctional facility in the state of Idaho, or who is being transported in any manner within or through the state of Idaho.
- (5) "Prisoner" means a person who has been convicted of a crime in the that of Idaho and is either incarcerated or on parole or probation for that crime or in custody for trial and sentencing, or who is convicted of and sentenced for a crime in a state other than the state of Idaho, or under the laws of the United States or other foreign jurisdiction, and who is being housed in any state, local or private correctional facility, or who is being transported in any manner within or through the state of Idaho. The term shall be construed to include references to terms including, but not limited to, "inmate," "convict," "detainee," and other similar terms, and shall include "out-of-state prisoner" and "out-of-state inmate."

- (6) "Private correctional facility" or "private prison (facility)" means a correctional facility constructed or operated in the state of Idaho by a private prison contractor.
- (7) "Private prison contractor" means a person, organization, partnership, joint venture, corporation or other business entity engaged in the site selection, design, design/building, acquisition, construction, construction/management, financing, maintenance, leasing, leasing/purchasing, management or operation of private correctional facilities or any combination of these services.
- (8) "State correctional facility" means a facility for the confinement of prisoners, owned or operated by or under the control of the state of Idaho. The term shall include references to "state prison," "state penitentiary" or "state penal institution (facility)." The term shall also include a private correctional facility housing prisoners under the custody of the board of correction.

Prison Rape Elimination Act (PREA)- I acknowledge that I have been informed of the Twin falls County Zero Tolerance Policy for sexual abuse and sexual harassment and my role in reporting sexual abuse and sexual harassment of inmates to staff. 28 C.F.R. Part 115.32

Twin Falls County Sheriff's Office- Fraternalization-

Fraternalization by Twin County Sheriff's Office Employees with people in custody or known criminals is not allowed in any manner. Violation of this standard will result in disciplinary action. Fraternalization with Inmates includes verbal and physical flirtations. This includes any verbal agreement with an inmate to physically meet after incarceration period is over or make any remark that could be deemed sexual by a reasonable person.

I acknowledge that I have read the forgoing provisions of the Idaho Code and that I understand that it is a felony for any employee, deputy/officer or agent of any jail, correctional facility or law enforcement agency to have sexual contact with any person within there custody or control and that a violation of this provision, I may also suffer administrative penalties, termination from employment and may also subject myself to civil liabilities for participating in any of the prohibited acts with a person in my custody or control. I commit that will not be involved in any inappropriate contact with persons in my custody or control.

Dated this _____ day of _____, 20__

Deputy's/ Employee's Name (Please Print)

Deputy's/ Employee's Signature

Witness Signature