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## **DECLARATION OF DAVID DWYER**

I, DAVID DWYER, do hereby declare and state the following:

1. I am currently employed by the Federal Bureau of Prisons (BOP) of the United States Department of Justice, as the Western Sector Administrator. As part of my duties, I provide oversight and guidance to Residential Reentry Managers (RRMs). I have held this position since January of 2013. Prior to assuming this position, I was an Assistant Residential Reentry Administrator for the South Central Regional Office of the BOP.
2. I am providing this declaration to supplement my declaration signed October 16, 2020, in order to address questions raised by the Court in a status hearing held on November 24, 2020. The facts set forth in this declaration are provided based on my review of BOP records and knowledge of BOP processes. If called upon, I would testify as set forth below.
3. I understand the court's questions that relate to the work of staff in the Residential Reentry Management Branch included the following which I will attempt to address below:
  - a. What is the average time it takes for an inmate to be placed in home confinement from the time the packet is completed and sent to the RRM's office?
  - b. After speaking with Chief Probation Officer Carey in the Central District of California who stated probation is not involved if BOP has custody of an inmate even when they are in a community placement, the Judge asked for a better understanding from the parties of whether inmates in a community setting are still in the custody of the BOP and explain why the United States Probation Office would be involved if the inmate is still in BOP custody.
  - c. The Court also asked how the respondents define violent crime and sexual offenses.

I will answer these questions to the best of my ability in the context of residential reentry processes.

- 1       4. As part of my duties and responsibilities as a Sector Administrator, I provide
- 2            training and oversight to Residential Reentry Offices in the Western Sector which
- 3            covers the Federal Judicial Districts in the states of Alaska, Arizona, Arkansas,
- 4            California, Colorado, Guam, Saipan, & Northern Marianas Islands; Hawaii, Idaho,
- 5            Louisiana, Montana, Nevada, New Mexico, Oregon, Texas, Utah, Washington and
- 6            Wyoming.
- 7        5. As I previously explained, there are two types of community-based programs:
- 8            RRCs and Home Confinement. The focus of the court's inquiry and therefore this
- 9            declaration will focus on home confinement. Home confinement is a generic term
- 10          used to cover all circumstances under which an inmate is generally required to
- 11          remain at home during non-working hours of the day. They serve this portion of
- 12          their sentences at home under strict schedules and curfew requirements. Electronic
- 13          monitoring equipment is ordinarily used to monitor compliance with the program's
- 14          conditions. This program provides an opportunity for inmates to assume
- 15          increasing levels of responsibility, while at the same time, providing sufficient
- 16          restrictions to promote community safety and convey the sanctioning value of the
- 17          sentence. Statutory provisions generally limit the length of home confinement to
- 18          the last 6 months or 10 percent of the sentence, whichever is less. Ordinarily, an
- 19          inmate is placed in an RRC prior to placement on home confinement. Either way,
- 20          providers of home confinement services generally identify limits to the number of
- 21          inmates they can supervise at any one time consistent with the terms and
- 22          conditions in their contracts. Multiple programs in the area of home confinement
- 23          include elderly, terminally ill, earned time credit offenders, and CARES Act
- 24          authorized inmates.
- 25        6. The home confinement packet is ordinarily sent via internal email to the
- 26          Residential Reentry Managers Office (RRO) in the area where the inmate plans to
- 27          release. Staff in that office then establish a file in order to electronically process
- 28          the referrals for placement. RRO staff review the packet to ensure it contains all

needed information and that the information is current. For CARES Act placements, the packet must include a Bureau Electronic Medical Record Exit Summary containing language indicating a review of information available on the inmates home confinement plan that indicate the conditions of placement in home confinement would present a lower risk of contracting COVID-19. If a packet lacks necessary required information, the RRO staff contact the institution either via email or telephonically and advise them of the additional/missing paperwork/information needed and that the packet is placed on hold pending receipt of the additional information.

7. Once the packet is confirmed to be complete, the RRO transmits the packet to the contract Residential Reentry Center (“RRC”) provider via the Residential Reentry Referral Management (R3M) application. The packet must include a requested placement date to be considered complete. Upon receipt in accordance with the modified procedures implemented in response to the BOP pandemic response plan, contractors are to verify the home confinement location and respond with acceptance/denial of the packet within 3 days of receipt but we have little control over this process and the contract affords the RRCs 30 days to decide.
8. Alternatively, the BOP has entered into an agreement with the Administrative Office of the Courts where the United States Probation Office may supervise the inmate while on home confinement which is referred to as the Federal Location Monitoring (FLM) program. While FLM programs are authorized in all 94 federal district courts under the authority of 18 U.S.C. § 3624(c) and (g) and 34 U.S.C. § 60541(g) and is agreed to at the national level in a national agreement, not all districts offer this program. Each individual USPO office has the ability to opt in or out of the program as they desire or their resources allow. The FLM program is frequently utilized in areas where there is no RRC or where the RRC has indicated they cannot accept the inmate for placement. FLM may be utilized at any time at the discretion of the RRO and RRM staff will determine if there is a Federal

1 Location Monitoring (“FLM”) Program run by the applicable United States  
2 Probation Office (“USPO”) who could undertake supervision. Exhibit F is a copy  
3 of the Interagency Agreement 897-11 and the 2020 update to this agreement.  
4 Inmates in the FLM program remain in service of their sentence and therefore in  
5 the primary custody of the BOP, but are supervised by the USPO consistent with  
6 their supervision guidelines. See Ex. F at 2. At this time, there are 76 juridical  
7 districts who collaborate with the BOP and offer FLM home confinement  
8 supervision to inmates in BOP custody. Attached as Exhibit G is a SENTRY  
9 printout of all the jurisdictions offering FLM programs at this time. The Central  
10 District of California either has no FLM program or has made a determination to  
11 not collaborate with the BOP in the utilization of this program, which may be why  
12 Chief Carey is unfamiliar how the process works in the districts that do  
13 participate.

14 9. If the program is available in the jurisdiction the inmate intends to reside in, then a  
15 request will be made to the USPO asking whether they will accept this inmate into  
16 the program. In deciding whether to allow an inmate to participate in the FLM  
17 program, criteria has been set through the agreement, which varies based on the  
18 nature of the provision under which the BOP is requesting placement (traditional,  
19 elderly, terminal, etc.). These are set out at page 13 of the 2020 update to the  
20 agreement. The agreement does not set forth any specific criteria for inmates  
21 being considered under “[s]pecial circumstances under provisional authorities  
22 granted by emergency legislation or otherwise authorized by act of Congress”  
23 which would presumably include CARES Act placements. Ex. F at 2 & 3-4.

24 10. Traditionally, inmates must have a minimum or low PATTERN recidivism score  
25 to participate in the FLM program. Ex. F at 3. While inmates who are assigned  
26 public safety factors (“PSF”) of violent behavior, serious escape, prison  
27 disturbance or juvenile violence as prescribed in Program Statement 5100.08,  
28 *Inmate Security Designation and Custody Classification* (9/04/2019), are excluded

1 from participation, the Class members at issue in this case would not have a PSF  
2 of violent behavior or juvenile violence. See Ex. F at 4; Exhibit H Excerpt of  
3 Program Statement 5100.08, *Inmate Security Designation and Custody*  
4 *Classification* (September 4, 2019). Specifically, inmates are not able to  
5 participate in the FLM program if they are female and have a PSF of violent  
6 behavior. Ex. F at 4; Ex. H at 6. This PSF would not prohibit any of the class  
7 members in this case as the class members are all inmates at FCC Lompoc which  
8 only houses male inmates. Those inmates with a PSF of Juvenile Violence would  
9 be excluded and that includes any “male or female offender, currently of juvenile  
10 age, who has any documented single instance of violent behavior, past or present,  
11 which resulted in a conviction, a delinquency adjudication, or finding of guilt.  
12 Violence is defined as aggressive behavior causing serious bodily harm or death or  
13 aggressive or intimidating behavior likely to cause serious bodily harm or death  
14 (e.g., aggravated assault, intimidation involving a weapon, or arson).” Ex. H at 7.  
15 However, this prohibition would not be applicable to any of the class members as  
16 all inmates at FCC Lompoc are adults and not “of juvenile age.”

17 11.Under the Agreement, the “USPO will accept or deny placement and notify the  
18 BOP, as soon as practicable, no later than 30 calendar days after receipt of the  
19 referral from the BOP.” Ex. F at 4. The Eastern District of California has advised  
20 the BOP they will try to process these requests within 30 days, but as the updates  
21 that the Agency has been providing the Court demonstrate more than 30 days have  
22 passed without a response. The BOP has no control over how long the individual  
23 USPOs actually take in reviewing a referral.

24 12.As I explained before, the amount of time it takes to process the request for  
25 placement and the inmate actually arriving in home confinement varies  
26 significantly. At this time, all community-based supervision resources are  
27 stretched to their maximum limits at this time as demand has increased  
28 tremendously due to the global pandemic. The BOP has increased the home

1 confinement population by approximately 200 percent since March 2020 to  
2 December 2, 2020 and transferred over 18,000 inmates through the home  
3 confinement program in this period.

4 13. I certify the following records which have been provided as exhibits to this  
5 document are true and accurate copies of the records as created and/or maintained  
6 by the Federal Bureau of Prisons:

7 Exhibit F: 2020 Update to Interagency Agreement 897-11, 897-18;

8 Exhibit G: SENTRY Printout Listing FLM Participating Jurisdictions;

9 Exhibit H: Excerpt of Program Statement 5100.08, *Inmate Security Designation*  
10 and *Custody Classification* (September 4, 2019).

11 Pursuant to the provisions of 28 U.S.C. § 1746, I declare under penalty of perjury  
12 that the foregoing is true and correct to the best of my information, knowledge, and  
13 belief.

14 Executed on this 3rd day of December 2020, in Grand Prairie, Texas.

15 DAVID  
16 DWYER  
17   
18 David Dwyer

19 Digitally signed by  
20 DAVID DWYER  
21 Date: 2020.12.03  
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# EXHIBIT F

## ***Update to Interagency Agreement 897***

### ***INTERAGENCY AGREEMENT BETWEEN THE FEDERAL BUREAU OF PRISONS, THE U.S. DEPARTMENT OF JUSTICE, AND THE ADMINISTRATIVE OFFICE OF THE U.S. COURTS***

#### **FEDERAL LOCATION MONITORING PROGRAM**

**Update is issued under the original Interagency Agreement 897-11 in accordance with Section 9, Part A, to provide funding from the Federal Bureau of Prisons (BOP) to the Administrative Office of the U.S. Courts (AOUSC) for providing location monitoring and other services and assisting in the supervision of selected federal inmates who are transferred to the community by the BOP into the Federal Location Monitoring (FLM) program, which is operated by the U.S. Probation Office (USPO) for the duration of this agreement.**

#### **I. PURPOSE**

This agreement prescribes the procedures and responsibilities of the BOP and the AOUSC for providing location monitoring and assisting in the supervision of several categories of federal inmates (generally excluding those whom the BOP designates as high risk) who are transferred to the community by the BOP in the FLM program.

The FLM program provides a cost-effective alternative for inmates who the BOP and the servicing USPO mutually determine require fewer services than those who are placed in residential reentry centers (RRCs) and who have a stable residential plan. Inmates in this program remain in the custody of the BOP, which assumes any liability that arises as a result of the determination to place an inmate in this program or its components. The FLM program is authorized in all 94 federal district courts under the authority of 18 U.S.C. § 3624(c) and (g) and 34 U.S.C. § 60541(g).

USPOs' involvement in this program is designed, in part, to—

1. Support implementation of the First Step Act (P.L. 115-391).
2. Better ensure the availability of beds in BOP-contracted RRCs for persons under supervision who have become noncompliant.

The program will allow the USPO to begin interventions earlier with select inmates before their term of supervised release commences, contingent upon an inmate's willingness to participate and the BOP's willingness to reimburse the USPO for approved interventions. The BOP provides resources to the AOUSC to fund the FLM program.

## II. MISSION

To use the FLM program to facilitate community reentry for four categories of inmates:

- A. Traditional prerelease inmates, as authorized under 18 U.S.C. § 3624(c)(2), who are within the last 10 percent of their term of incarceration (not to exceed 6 months) and do not require, or no longer require, the services provided by BOP RRCs.
- B. Elderly home confinement inmates and terminally ill inmates, as authorized under 34 U.S.C. § 60541(g).
- C. Inmates who are placed in prerelease status based upon their accumulation of earned time credits, as authorized under 18 U.S.C. § 3624(g).
- D. Special circumstances under provisional authorities granted by emergency legislation or otherwise authorized by act of Congress.

## III. AUTHORITY

This agreement is entered into under the authority contained in the Economy Act, 31 U.S.C. § 1535, 18 U.S.C. § 3624(c) and (g), and 34 U.S.C. 60541(g).

## IV. RESPONSIBILITIES

Under 18 U.S.C. §§ 3603(6), 3624(c)(3), and 3624(g)(7) and 34 U.S.C. § 60541(g), the USPO may assist in the supervision of; furnish information about; and, to the extent practicable, offer assistance to prerelease inmates who are allowed to participate in the FLM program. The USPO will supervise these inmates according to the *Guide to Judiciary Policy*, Volume 8, Probation and Pretrial Services; the *Post-Conviction Supervision Procedures Manual*; and the *Location Monitoring Procedures Manual*.

### A. Participant Selection Criteria

The BOP will specify under which provision it is requesting FLM participation:

- Traditional FLM;
- Elderly home confinement/terminally ill; or
- Earned time credit.

### **Traditional FLM**

1. Generally, inmates who are minimum or low risk, as defined by PATTERN.
2. Inmates must be in the last 10 percent of their term of incarceration (not to exceed 6 months) and must not require, or no longer require, the services provided by BOP RRCs. Placements must be for 30 days or more.

### **Elderly Home Confinement**

Inmates must—

1. Be at least 60 years old.
2. Have completed two-thirds of their sentence.
3. Not be serving a life sentence.
4. Have no instant offense related to violence, sex offenses, or espionage/terrorism.
5. Have no criminal history related to violence, sex offenses, or espionage/terrorism.
6. Have no history of escape or attempted escape (34 U.S.C. § 60541(g)).

Placements must be for 30 days or more.

### **Terminally Ill**

1. Inmates must be deemed by the BOP to need nursing home care or intermediate care or must be diagnosed with a terminal illness.
2. There is no requirement for inmates to have completed a minimum portion of their sentence.
3. Life sentences are allowable.
4. Inmates must have no instant offense related to violence, sex offenses, or espionage/terrorism.
5. Inmates must have no criminal history related to violence, sex offenses, or espionage/terrorism.

6. Inmates must have no history of escape or attempted escape (34 U.S.C. § 60541(g)).

### **Earned Time Credit**

(Pending) Further guidance regarding the Earned Time Credit Program will be provided in the future following policy discussion between the BOP and the AOUSC.

#### **B. Location Monitoring Program Requirements**

The following location monitoring program requirements apply to all provisions or categories of inmates within the FLM agreement.

Residential reentry managers (RRM) and the USPO will use a shared checklist to ensure that referrals are correctly specified by category and meet respective eligibility criteria that are consistent with this agreement.

The servicing USPO will review potential placements in the FLM program for appropriateness and will determine acceptability of the referral. The USPO will accept or deny placement and notify the BOP, as soon as practicable, no later than 30 calendar days after receipt of the referral from the BOP.

Inmates with one of the following identified public safety factors will ordinarily be precluded from participation in all categories of the FLM program:

- Violent behavior;
- Serious escape;
- Prison disturbance; or
- Juvenile violence.

(See BOP Program Statement CPD/CDB, number P5100.08, 9/12/2006, Inmate Security Designation and Custody Classification.) The BOP will exclude these cases from being referred to the FLM program, although the USPO should be attentive to ensure that an inmate with one of these safety factors is not referred for FLM placement in error.

The USPO should accept qualified inmates who are referred to the FLM program, absent extenuating circumstances, consistent with the agreed-upon level of local participation. Inmates shall be immediately placed into the location monitoring program upon their release from prison.

FLM inmates will be enrolled, their equipment will be installed, and they will be monitored and supervised in accordance with the *Location Monitoring Procedures Manual*.

FLM prerelease inmates are subject to 24-hour location monitoring that enables prompt identification of their whereabouts and immediate notice of any noncompliance.

Inmates shall be supervised under the home detention component, typically using either cellular or telephone line radio frequency (RF) technology, although alternative technologies may be used as mutually agreed upon between the BOP and the AOUSC in accordance with the *Location Monitoring Procedures Manual* (18 U.S.C. § 3624(g)(2)(A)(ii)).

Approved leave schedules shall be in accordance with the *Location Monitoring Procedures Manual* and may include the following:

1. Perform a job or job-related activity, including an apprenticeship, or participate in job-seeking activities.
2. Participate in evidence-based recidivism-reduction programming or productive activities.
3. Perform community service.
4. Participate in crime restoration activities.
5. Receive medical treatment.
6. Attend religious activities.
7. Take officer-approved essential leave in accordance with the *Location Monitoring Procedures Manual* (e.g., barber or salon, grocery shopping, banking, parent/teacher meetings, bill payment).
8. Take officer-approved discretionary leave in accordance with the *Location Monitoring Procedures Manual* (e.g., family-related activities such as a family funeral, wedding, or to visit a family member who is seriously ill [18 U.S.C. § 3624(g)(2)]).

C. Inmate Referral and Placement Process

Option One

The BOP institution refers an inmate to the RRM, who then determines if the inmate is suitable for placement in the FLM program. If the inmate is suitable, the RRM will refer the case to the USPO, which will verify suitability for the program as outlined in this agreement.

Option Two

After an inmate has completed an adequate period in the RRC and is no longer in need of programming services, the RRM may refer the case to the USPO, which will verify suitability for the program as outlined in this agreement. When practicable, the USPO may conduct a prescreening of the inmate while at the RRC to ensure suitability.

1. BOP institutional staff or the RRM will obtain a signed community based program agreement from each inmate who is selected for the program, stating that the inmate agrees to the terms and conditions of the FLM program, including co-payments (if applicable), drug testing and treatment, and any other program or service requested by the USPO as directed.
2. The RRM will provide all documents routinely furnished during the prerelease process, including the presentence report, judgement and commitment, risk assessment, case management plan, and additional documents as requested, in accordance with Program Statement 7310.04, Community Corrections Center Utilization and Transfer Procedure.
3. The BOP central office will track the number of FLM referrals made to the USPO and will provide quarterly updates to the AOUSC.

D. Testing and Treatment Services

Some inmates may require substance abuse testing and treatment, cognitive behavioral therapy, mental health counseling, sex offender treatment, or vocational training. The need for treatment may either be predetermined before FLM placement, or a need may develop during the period of FLM supervision. The supervising district will be responsible for the cost of these services for inmates, using decentralized funds, unless the services are part of BOP community treatment services and/or approved in advance by the RRM. The BOP will reimburse the AOUSC for treatment expenses as long as—

1. A supervising officer's request for inmate treatment has been approved by the RRM before the commencement of treatment; or
2. The treatment service was included in the inmate's referral/release planning before his or her placement in the FLM program.

Reimbursement funds received by the AOUSC from the BOP will be allocated to each district based on the district's treatment expenditures.

The USPO will determine the frequency of urinalysis collections and type of treatment services in accordance with the *Substance Abuse and Mental Health Procedures Manual*.

#### E. Responding to Inmate Noncompliance

1. The USPO will report serious incidents of noncompliance (e.g., drug use, absconding, location monitoring tampering, and any new criminal charges filed against the inmate) to the RRM by telephone or email within 24 hours of becoming aware of such conduct. Absent exceptional circumstances, such noncompliance will result in disciplinary sanctions being taken against the inmate, up to and including disciplinary transfer. The RRM will provide the USPO with the means to ensure notification of RRM staff on duty (7 days a week, 24 hours a day) of absconding or serious noncompliance. Upon receiving notice of serious noncompliance, the RRM shall respond to the district within 24 hours.
2. The USPO will report other noncompliance to the RRM in accordance with the *Guide to Judiciary Policy*, Volume 8; the *Post-Conviction Supervision Procedures Manual*; and the *Location Monitoring Procedures Manual*. Upon receiving notice of other noncompliance, the RRM shall respond to the district within three business days.
3. The USPO and the RRM are each authorized to terminate an inmate's participation in the program at any time, for any reason.
4. The supervising officer shall provide a detailed account of the noncompliant conduct to the RRM via email or memo.

#### F. Employment

Traditional FLM inmates will ordinarily be required to actively seek and maintain employment while in the FLM program, unless their medical situation precludes it. Inmates who are referred to FLM under the elderly home confinement/

terminally ill category may seek or maintain employment if they are willing and able to do so. The USPO will verify and document approved inmates' employment schedules and pay records.

**G. Payment for Location Monitoring**

Traditional FLM inmates will ordinarily be required to pay all or part of the cost of FLM program services, as determined by the USPO. Inmates who are referred to FLM under the Elderly Home Confinement/Terminally Ill Program are not required to pay for LM services. However, the supervising officer will evaluate them for co-payments on an individual basis. The initial co-pay status shall be noted on the referral checklist. Once an inmate begins FLM supervision, the supervising officer should complete his or her own financial assessment to determine if the FLM participant should make a full or partial co-payment.

**H. Other Programming**

Subject to the RRM's approval, the USPO may refer the inmate to other programming (e.g., cognitive behavioral therapy, vocational training).

**I. Supervised Release File Enrollment**

The USPO will enroll inmates into the Supervised Release File (SRF), which enables the USPO to be notified if an inmate has any law enforcement contact, to include a criminal record check being conducted. The USPO will notify the RRM if an inmate has any law enforcement contact.

**J. Natural Disaster and Emergency Protocol**

During a national or local emergency and disruption of service, alternate procedures and protocols may be implemented.

**V. PERIOD OF AGREEMENT**

This agreement is effective from July 1, 2020, through September 30, 2025. All costs outlined in Section VI are to be paid to reimburse the cost of supervising inmates who are enrolled in the FLM program on the effective date. Reimbursements will not be retroactive for monitoring services provided before the effective date.

## VI. COSTS AND REIMBURSEMENT

### A. Estimated Number of Program Participants

Annually, each USPO participating in the FLM program will provide the BOP with an estimated number (population) of FLM participants that the district is willing to accept into its program. The BOP will make every effort to maintain the populations of the FLM program within 10 percent of the estimated population, as provided by the USPO. This number is known to fluctuate at least 10 percent at any given time. Length of inmate participation in the program will vary depending upon the category of service. The USPO will make every effort to ensure program enrollment within 10 percent of the estimated population, contingent upon the inmate meeting the criteria established herein.

### B. Cost of Location Monitoring for Prerelease Inmates in the FLM Program

1. The BOP will reimburse the AOUSC for the costs of location monitoring services for inmates in the FLM program, minus any fees collected from inmates by AOUSC vendors.
2. The cost of reimbursement for location monitoring services will be at the rate provided within the national location monitoring award. Cost/pricing data will be provided annually to the BOP from the AOUSC and modified in this agreement.
3. The estimated annual cost of monitoring is determined by multiplying the estimated average daily number of inmates by the daily cost of monitoring services and the number of days that prerelease inmates will be monitored under the terms of this agreement (365).
4. The costs of monitoring, plus inflation, will be credited toward the office's law enforcement historical spending account (BOC 2536) and allotted in the following fiscal year's budget.

### C. Cost of Location Monitoring Supervision of Prerelease Inmates

1. The BOP will reimburse the USPO for the supervision of BOP inmates who are placed in the FLM program via authorized work units (AWU) that cumulate with the activation of cases in the case management system (PACTS), as a "BOP" or "prerelease" intake type, with a condition for location monitoring. These activations receive full workload credit and will be captured in the yearly workload snapshot, with funding applied to the following fiscal year's AWUs.

2. The AOUSC will annually determine the daily cost of supervising one person in the FLM program.
3. The estimated personnel cost for the term of this agreement is determined by multiplying the estimated average daily number of inmates by the daily personnel cost and the number of days that prerelease inmates will be monitored under the terms of this agreement (365).

**D. Cost of Substance Abuse Testing and Treatment**

1. The BOP will reimburse the AOUSC for the actual costs of program services (i.e., substance abuse testing, cognitive behavioral therapy, and other authorized services for inmates in the FLM program) minus any fees collected from inmates by AOUSC vendors, unless those services are provided as part of the BOP's community treatment services. District enrollment for such services should be approved in advance by the designated RRM to ensure full reimbursement.
2. Total estimated program costs and not-to-exceed amounts will be determined annually (see attachment).
3. **Medical Costs and Coverage**

The inmate is responsible for costs incurred for inmate health care while in community confinement. The inmate shall first seek healthcare in the community (Medicaid, Medicare). If an FLM participant cannot obtain needed health coverage, the BOP is responsible for the inmate's healthcare costs. Before release on FLM, the inmate and the RRM shall coordinate needed medical coverage and services in accordance with the BOP's policy on health services, which will also include emergency care.

The BOP maintains responsibility to meet any medical needs that are not covered by national, state, or local health care services. For minor conditions (e.g., eyewear, limited dental work, leg brace), the USPO may offer limited assistance to a needy inmate under 18 U.S.C. § 3672, using decentralized funds, as approved by the RRM. Major medical problems that cannot be met in the community may require an inmate's termination from the program.

**E. General Conditions**

1. The AOUSC will provide the BOP with a quarterly invoice for funds expended for—

- Location monitoring services.
- The cost of supervision for inmates in the program.
- The cost of any required testing and treatment.
- Other programming.

The invoice will itemize the number of inmates in the FLM program and will include a separate listing of location monitoring and supervision costs and inmate co-payments. The AOUSC FLM program administrator will certify invoices as correct.

2. The BOP agrees to reimburse the AOUSC directly via the Treasury's Online Payment and Collections (OPAC) system. The AOUSC location code is 00-00-5697.
3. No term or provision contained herein shall obligate either party to expend funds in advance or in excess of funds appropriated, in accordance with the Anti-Deficiency Act, 31 U.S.C § 1341.

## VII. LIABILITY

- A. Each party shall be responsible for any liability arising from its own conduct and shall retain immunity and all defenses available to them under federal law. Neither party agrees to insure, defend, or indemnify the other party.
- B. Each party shall cooperate with the other party in the investigation and resolution of administrative actions and/or litigation arising from conduct related to this Agreement (or the responsibilities and procedures addressed herein).
- C. Neither party shall be responsible for delays or failures in performance of acts that are beyond the reasonable control of such party and that could not have been avoided through the exercise of due care (e.g., from a natural or manmade emergency event or disaster).
- D. This Agreement is for the sole and exclusive benefit of the signatory parties and shall not be construed to bestow any legal right or benefit upon any other persons or entities.

**DISPUTE RESOLUTION:** In the event of a dispute between the parties, the parties shall use their best efforts to informally resolve such through consultation, communication, or other forms of nonbinding alternative dispute resolution that are mutually acceptable to the parties.

## **VIII. CONTACT PERSONNEL**

Steve Levinsohn, Probation Administrator  
Probation and Pretrial Services Office  
Administrative Office of the U.S. Courts  
Washington, DC 20544

Jon Gustin, Administrator  
Residential Reentry Management Branch  
Reentry Services Division  
Federal Bureau of Prisons  
400 First Street, NW  
Washington, DC 20534

## **IX. AMENDMENTS AND TERMINATIONS**

- A. The undersigned, their successors, or other authorized officials may amend this agreement at any time by mutual written agreement. If funds are not available for reimbursement, in accordance with Section VI of this agreement, the BOP shall notify the AOUSC, at least 90 days in advance of the delivery of services for which funds are not available, that the agreement is terminated or suspended for this reason.
- B. The AOUSC may renegotiate or terminate this agreement if the average number of inmates participating in the Home Confinement Program exceeds the 30 percent level of normal fluctuation, outlined in Section VI. A, for a period of 90 days.
- C. Upon 60 days' written notice to the other party, either party may terminate this agreement without cause.
- D. If either participant terminates this agreement, the BOP must reimburse the AOUSC for any costs incurred before such termination.

**X. SIGNATURES**

---

**Cheryl Bernhard** **Date**

**Branch Chief**  
**Administrative Office of the U.S. Courts**

---

**Christina Carroll,** **Date**

**Chief, Procurement**  
**Management Section**  
**Federal Bureau of Prisons**

## FEDERAL LOCATION MONITORING PROGRAM

**Total Estimated Cost of the Location Monitoring Program for Inmates  
Under the Terms of Memorandum of Agreement Between the Federal Bureau of Prisons,  
the U.S. Department of Justice, and the Administrative Office of the U.S. Courts  
Fiscal Year 2020**

1. The following is a summary of the estimated costs of the Federal Location Monitoring Program Agreement for FY 2020:
  - a. Supervision Costs
  - b. Location Monitoring Costs
  - c. Substance Use Disorder Testing and Treatment, Mental Health Treatment, Cognitive Behavioral Treatment, Sex Offender Treatment, and Vocational Training Services Costs
  - d. Nonemergency Medical Expenses
  - e. Target FLM Prerelease Inmate Population: 1,000
  - f. Total: \$ 1,344,660.00
2. Based on the above estimates, the cost of this Agreement is not to exceed \$ 1,344,660.00
3. BOP Accounting Information AOUSC Accounting Information  
ALC: 1510900 ALC: 00005697  
TAS: 15141060 TAS: 10130920  
DUNS: 878435213 DUNS: 052590049  
Accounting Code: FP090009XT  
YREGDOC: NNP10064

## SIGNATURES

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**Cheryl Bernhard**

**Branch Chief, Procurement  
Administrative Office of the  
U.S. Courts**

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**Date**

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**Christina Carroll,  
Chief, Procurement  
Management Section  
Federal Bureau of Prisons**

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**Date**

INTERAGENCY AGREEMENT 817-11  
BETWEEN THE

ADMINISTRATIVE OFFICE OF THE UNITED STATES COURTS

AND

UNITED STATES DEPARTMENT OF JUSTICE  
FEDERAL BUREAU OF PRISONS

---

**FEDERAL LOCATION MONITORING PROGRAM**

**1. PURPOSE AND MISSION**

- A. This agreement prescribes the procedures and responsibilities of the Federal Bureau of Prisons (BOP) and the Administrative Office of the United States Courts (AOUSC) for providing location monitoring and assisting in the supervision of selected lower-risk Federal inmates transferred to the community by the BOP in the Federal Location Monitoring (FLM) program. The FLM program provides a cost-effective alternative for those inmates posing lower risk to the community and requiring fewer services than those placed in Residential Reentry Centers. The FLM program is available in any U.S. probation office in the 94 Federal district courts under the authority of 18 U.S.C. § 3624(c). The BOP will provide additional resources to the AOUSC to fund the FLM program.
- B. To use the FLM program to facilitate community reentry for inmates who are within the last 10 percent of their term of incarceration (not to exceed six months) and do not require the services provided by BOP Residential Reentry Centers (RRCs), or for inmates who have been approved for placement in the Elderly Offender Home Detention Pilot Program.

**2. AUTHORITY**

This agreement is entered into under the authority contained in the Economy Act, Title 31 U.S.C. § 1535 and in Title 18 U.S.C. § 3624(c).

3. **PERIOD OF AGREEMENT**

This agreement is effective from October 1, 2010, through September 30, 2011. All costs outlined in Section 6 are to be paid to reimburse the cost of supervising inmates who are enrolled in the FLM Program on the effective date. Reimbursements will not be retroactive for monitoring services provided before the effective date.

4. **RESPONSIBILITIES**

Under Title 18 U.S.C. § 3603(6) and 3624(c)(3), U.S. probation officers will assist in the supervision of, furnish information about, and, to the extent practicable, offer assistance to prerelease inmates who are allowed to participate in the FLM program. U.S. probation officers will supervise these inmates according to the *Guide to Judiciary Policy*, Volume 8, Probation and Pretrial Services (i.e., Monograph 109, *Supervision of Federal Offenders* and Monograph 113, *The Federal Location Monitoring Program for Defendant and Offenders*).

A. Participant Selection Criteria

1. The BOP will identify potential participants for whom a period in the FLM program will afford an appropriate level of accountability and a reasonable opportunity to adjust to and prepare for reentry into the community. Inmates must be in the last 10 percent of their term of incarceration (not to exceed six months) and not require the services provided by BOP RRCs or must have been approved to participate in the Elderly Offender Home Detention Pilot Program.
2. Ordinarily, inmates must be classified as minimum security level.
3. Inmates with any identified public safety factor will ordinarily be precluded from participation in the FLM program. These include: Disruptive Group, Greatest Severity Offense, Sex Offender, Threat to Government Officials, Deportable Alien, Sentence Length, Violent Behavior, Serious Escape, Prison Disturbance, Juvenile Violence, Serious Telephone Abuse. (See BOP Program Statement CPD/CDB, number

P5100.08, 9/12/2006, Inmate Security Designation and Custody Classification.)

4. Additional plans for identifying and selecting inmates will be developed by the BOP Central Office Community Corrections Branch and the Office of Probation and Pretrial Services of the AOUSC.
5. Absent extenuating circumstances, the U.S. probation office will accept inmates referred to the FLM program and inmates shall be installed on location monitoring equipment upon their immediate release from prison, as determined by the U.S. probation officer.

B. Inmate Referral and Participant Agreement

1. The BOP institution will refer the inmate to the Community Corrections Manager, who will determine if the inmate is suitable for placement in the FLM program. If suitable, the Community Corrections Manager will refer the case to the U.S. probation office, which will verify suitability for the program based on the *Guide to Judiciary Policy*, Volume 8, Probation and Pretrial Services i.e., Monograph 109, Chapter III and Monograph 113, Chapter IV, page 16.
2. The BOP will obtain a signed community-based program agreement from each inmate selected for the program, stating that the inmate agrees to the terms and conditions of the FLM program, including co-payments and drug testing and treatment, as directed.

C. Substance Abuse Testing and Treatment

1. Some participants may require substance abuse testing and treatment. The AOUSC will be responsible for the cost of urinalysis collections, testing, and treatment for inmates, using decentralized funds, unless those services are part of the BOP Transitional Drug Abuse Treatment (TDAT) program. The frequency of urinalysis collections will be determined by the U.S. probation office in accordance with the *Guide to Judiciary Policy*, Volume 8, Probation and Pretrial Services.

2. For graduates of the BOP's Residential Drug Abuse Program, the referral for treatment should be determined jointly by the U.S. probation office and the respective BOP Regional Transitional Drug Abuse Treatment Coordinator.

D. Responding to Inmate Non-Compliance

1. U.S. probation officers will report serious incidents of non-compliance that they become aware of, such as drug use, absconding, and any new criminal charges filed against the inmate, to the Community Corrections Manager (CCM) within 24 hours. Absent exceptional circumstances (as agreed upon by the CCM and the chief U.S. probation officer), such non-compliance will result in disciplinary sanctions being taken against the inmate, up to and including disciplinary transfer.
2. U.S. probation officers will report other non-compliance to the CCM in accordance with the *Guide to Judiciary Policy*, Volume 8.
3. The U.S. probation office and the CCM are each authorized to terminate an inmate's participation in the program.

E. Employment

Inmates will ordinarily be required to actively seek and maintain employment while in the FLM program. The U.S. probation officer will verify inmates' employment.

F. Payment for Location Monitoring

Inmates will ordinarily be required to pay all or part of the cost of FLM program services and will be responsible for the cost of any lost or damaged equipment.

G. Limited Medical Assistance

BOP personnel will assure that inmates with medical needs are privately insured or can access social security resources prior to transition to the FLM program. In the rare event that participants require

limited medical assistance, the U.S. probation office may assist the inmate under 18 U.S.C. § 3672, using decentralized funds consistent with the AOUSC's Second Chance Act guidelines. Major medical problems, however, must be reported immediately to the CCM, and may require an inmate's termination from the program. If the U.S. probation office and the CCM are unable to reach agreement regarding the provision of medical assistance, each is authorized to terminate an inmate's participation in the program.

**5. AGENCY POINTS OF CONTACT (POC) PERSONNEL**

- A. Trent Cornish, Probation Administrator  
Office of Probation and Pretrial Services  
Administrative Office of the United States Courts  
Washington, DC 20544
  
- B. Jerry Vroegh, Administrator  
Community Corrections and Detention Services Branch  
Correctional Programs Division  
Federal Bureau of Prisons  
320 First Street, N.W.  
Washington, DC 20534

**6. COSTS AND REIMBURSEMENT**

A. Estimate of Number of Program Participants

The BOP will estimate an average daily population maintained in the FLM program for the fiscal year. This number is known to fluctuate at least 30 percent on any given day. Length of inmate participation in the program will be up to 180 days, or more for inmates placed in the Elderly Offender Home Detention Pilot Program.

B. Cost of Location Monitoring for Prerelease Inmates in the FLM Program

1. The BOP will reimburse the AOUSC for the costs of location monitoring services for inmates in the FLM Program, less any fees collected from inmates by AOUSC vendors.

2. The cost of reimbursement for location monitoring will be at the rate determined annually by the national contract awarded by the AOUSC for location monitoring services.
3. The full range of location monitoring technologies may be used at the discretion of the U.S. probation office; these technologies may incur costs above or below the basic monitoring services.
4. The estimated annual cost of monitoring is determined by multiplying the estimated average daily number of inmates by the daily cost of monitoring services and the number of days prerelease inmates will be monitored under the terms of this agreement (365). It is estimated that at least 90 percent of inmates will pay the monitoring costs. This will reduce the estimated cost of monitoring.
5. The costs of monitoring, plus inflation, will be credited towards the office's law enforcement historical spending account (BOC 2536) and allotted the following fiscal year's budget.

C. Cost of Location Monitoring Supervision of Prerelease Inmates

1. The BOP will reimburse the U.S. probation offices for the supervision of BOP inmates placed in the FLM program via "authorized workload units" that cumulate with the activation of cases in the case management system (PACTS) as a "BOP" intake type with a condition for location monitoring. These activations receive full workload credit and will be captured in the yearly workload snapshot and funding applied to the following fiscal year's authorized work units (AWUs).
2. The cost of supervising one person in the FLM program will be determined annually.

3. The estimated personnel cost for the term of this agreement is determined by multiplying the estimated average daily number of inmates by the daily personnel cost and the number of days, that prerelease inmates will be monitored under the terms of this agreement (365).

D. Cost of Substance Abuse Testing and Treatment

The BOP will reimburse the AOUSC for the actual costs of substance abuse testing and treatment for inmates in the FLM program, less any fees collected from inmates by AOUSC vendors, unless those services are provided as part of the BOP Transitional Drug Abuse Treatment Program (TDAT).

E. Total estimated Program Costs and Not-to-Exceed Amounts will be determined annually for fiscal year 2011.

The following is a summary of the estimated costs of the Federal Location Monitoring Program Agreement:

- a. Supervision Costs
- b. Location Monitoring Costs
- c. Substance Abuse Testing and Treatment Costs
- d. Medical Expenses
- e. Total \$754,440

Based on the above estimates, the cost of this Agreement is not to exceed \$754,440.

F. The BOP agrees to reimburse the AOUSC directly via the Treasury's On-line Payment and Collections System (OPAC).

<u>AOUSC</u>	<u>BOP</u>
ALC: 00-00-5697	ALC: 15100900
TAS:	TAS: 151110600
BPN:	BPN: 878435213
	Acct Code: FP09009XT

G. General Conditions

1. Inmates may not seek non-emergency healthcare without prior BOP or USPO authorization to ensure the associated costs are addressed. Inmates are encouraged to assume increased responsibility for costs associated with health care. Inmates who are unable to take

responsibility for healthcare costs may not seek treatment unless: 1) pre-approved by the BOP and/or U.S. probation; or 2) required as emergency care.

2. The AOUSC will provide the BOP with a biannual invoice for funds expended for location monitoring services, the cost of supervision for inmates in the program, and the cost of any required testing and treatment. The invoice will itemize the number of inmates in the FLM program and will include a separate listing of location monitoring and supervision costs and inmate co-payments. Invoices will be certified as correct by the AOUSC FLM program administrator.

**7. ANTI-DEFICIENCY ACT:**

No term or provision contained herein shall obligate either party to expend funds in advance or in excess of funds appropriated, in accordance with the Anti-Deficiency Act, 31 U.S.C. § 1341.

**8. GENERAL PROVISIONS:**

**A. LIABILITY**

Each party shall be responsible for any liability arising from its own conduct and retain immunity and all defenses available to them pursuant to federal law. Neither party agrees to insure, defend, or indemnify the other party.

Each party shall cooperate with the other party in the investigation and resolution of administrative actions and/or litigation arising from conduct related to this Agreement *[or the responsibilities and procedures addressed herein]*.

Neither party shall be responsible for delays or failures in performance from acts beyond the reasonable control of such party, and which could not have been avoided through the exercise of due care, e.g. from a natural or man-made emergency event or disaster.

This Agreement is for the sole and exclusive benefit of the signatory parties and shall not be construed to bestow any legal right or benefit upon any other persons or entities.

**B. DISPUTE RESOLUTION**

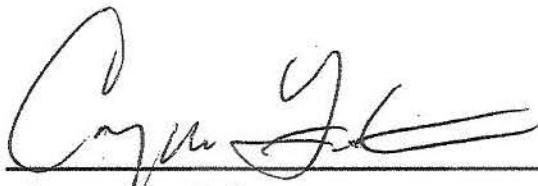
In the event of a dispute between the parties, the parties shall use their best efforts to resolve that dispute in an informal fashion through consultation, communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.

**9. MODIFICATION AND TERMINATIONS**

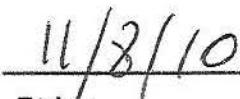
- A. This agreement may be modified at any time by mutual written agreement by the undersigned, their successors, or other authorized officials. In the event that funds are not available for reimbursement in accordance with Section 6 of this agreement, the BOP shall notify the AOUSC at least 90 days in advance of the delivery of services for which funds are not available that the agreement is terminated or suspended for this reason.
- B. This agreement may be renegotiated or terminated by the AOUSC if the average number of inmates participating in the FLM program exceeds the 30 percent level of normal fluctuation outlined in Section 6.A for a period of 90 days.
- C. This agreement may be terminated, without cause, by either party upon 60 days written notice to the other party.

D. If either participant terminates this agreement, BOP must reimburse the AOUSC for any costs incurred prior to the termination.

10. APPROVAL:

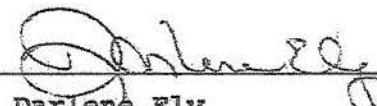


Carey Fountain  
Procurement Executive  
Administrative Office of the  
United States Courts



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Date



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Darlene Ely  
Procurement Executive  
Federal Bureau of Prisons



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Date



U.S. Department of Justice

Federal Bureau of Prisons

Washington, DC 20534

MAR 27 2018

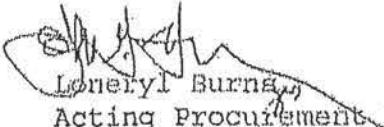
Trent Cornish, Chief  
Program Services Branch  
Administrative Office of the  
United States Courts  
Procurement Management Division,  
Suite 3-250  
One Columbus Circle, NE  
Washington, DC 20544

Dear Mr. Cornish:

Enclosed is Inter-Agency Agreement 897-18, between the Administrative Office of the United States Courts and the Federal Bureau of Prisons for the provision of electronic monitoring and transitional housing of selected federal inmates in any U.S. probation office in the 94 federal district courts. This Agreement provides funds during Fiscal Year 2018.

If you have any questions, please contact me or have your staff contact John Hume, Chief, Procurement Management Section at (202) 307-0954.

Sincerely,

  
Lonelyl Burns  
Acting Procurement Executive

Enclosure

United States Government  
Interagency Agreement (IAA) – Agreement Between Federal Agencies  
General Terms and Conditions (GT&C) Section

IAA Number IAA 897-18 - 0000 - Order # Amendment/Mod #  
GT&C #

DEPARTMENT AND/OR AGENCY		
1.	Requesting Agency of Products/Services	Servicing Agency Providing Products/Services
Name	Federal Bureau of Prisons Procurement Management Branch	Procurement Management Division Administrative Office of the U.S. Courts
Address	320 First Street, NW Room 5006 Washington, DC 20534	One Columbus Circle, NE, Suite 3-250 Washington, DC 20544-0001
2. Servicing Agency Agreement Tracking Number (Optional) _____		
3. Assisted Acquisition Agreement Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
4. GT&C Action (Check action being taken) <input checked="" type="checkbox"/> New <input type="checkbox"/> Amendment – Complete only the GT&C blocks being changed and explain the changes being made.  <input type="checkbox"/> Cancellation – Provide a brief explanation for the IAA cancellation and complete the effective End Date.		
5. Agreement Period Start Date <u>10-01-2017</u> MM-DD-YYYY End Date <u>09-30-2020</u> MM-DD-YYYY of IAA or effective cancellation date		
6. Recurring Agreement (Check One) A Recurring Agreement will continue, unless a notice to discontinue is received. Yes <input checked="" type="checkbox"/> If Yes, is this an: Annual Renewal <input checked="" type="checkbox"/> Other Renewal <input type="checkbox"/> State the other renewal period: _____		
No <input type="checkbox"/>		
7. Agreement Type (Check One) <input checked="" type="checkbox"/> Single Order IAA <input type="checkbox"/> Multiple Order IAA		
8. Are Advance Payments Allowed for this IAA (Check One) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes is checked, enter Requesting Agency's Statutory Authority Title and Citation		
Note: Specific advance amounts will be captured on each related Order.		

United States Government  
Interagency Agreement (IAA) – Agreement Between Federal Agencies  
General Terms and Conditions (GT&C) Section

IAA Number IAA 897-18 - 0000 -  
GT&C # Order # Amendment/Mod #

**9. Estimated Agreement Amount (The Servicing Agency completes all information for the estimated agreement amount.)**  
(Optional for Assisted Acquisitions)

Direct Cost	\$1,344,660.00	Provide a general explanation of the Overhead Fees & Charges Estimated \$1,344,660.00 per Fiscal Year.
Overhead Fees & Charges	\$0.00	
Total Estimated Amount	\$1,344,660.00	

**10. STATUTORY AUTHORITY**

**a. Requesting Agency's Authority (Check One)**

Franchise Fund	Revolving Fund	Working Capital Fund	Economy Act (31 U.S.C. 1535/FAR 17.5)	Other Authority
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Fill in Statutory Authority Title and Citation for Franchise Fund, Revolving Fund, Working Capital Fund, or Other Authority

**b. Servicing Agency's Authority (Check One)**

Franchise Fund	Revolving Fund	Working Capital Fund	Economy Act (31 U.S.C. 1535/FAR 17.5)	Other Authority
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Fill in Statutory Authority Title and Citation for Franchise Fund, Revolving Fund, Working Capital Fund, or Other Authority

**11. Requesting Agency's Scope (State and/or list attachments that support Requesting Agency's Scope.)**

This Agreement prescribes the procedures and responsibilities of the Federal Bureau of Prisons (Bureau) and the Administrative Office of the United States Courts (AOUSC) for providing location monitoring and transitional housing assisting in the supervision of selected Federal inmates releasing to any U.S. probation office in the 94 Federal district courts under the authority of 18 U.S.C. § 3624(c). The FLM program to facilitate community reentry for inmates who are within the last 10 percent of their terms of incarceration (not to exceed six months) and do not require the services provided by Bureau Residential Reentry Centers (RRCs), or for inmates who have been approved for placement in the Elderly Offender Home Detention Pilot Program.

**12. Roles & Responsibilities for the Requesting Agency and Servicing Agency (State and/or list attachments for the roles and responsibilities for the Requesting Agency and the Servicing Agency.)**

See Bureau's Continuation of 7600 A, Modification 3 updating GT&C IAA 897-18, attached to and incorporated by reference as though fully set forth herein.

United States Government  
Interagency Agreement (IAA) – Agreement Between Federal Agencies  
General Terms and Conditions (GT&C) Section

IAA Number IAA 897-18 - 0000 - Order # Amendment/Mod #  
GT&C #

**13. Restrictions (Optional)** (State and/or attach unique requirements and/or mission specific restrictions specific to this IAA). The dollar amount for this IAA is not to exceed the Request for Purchase. Any funding change will be done in a modification to the agreement.

**14. Assisted Acquisition Small Business Credit Clause** (The Servicing Agency will allocate the socio-economic credit to the Requesting Agency for any contract actions it has executed on behalf of the Requesting Agency.)

**15. Disputes:** Disputes related to this IAA shall be resolved in accordance with instructions provided in the Treasury Financial Manual (TFM) Volume I, Part 2, Chapter 4700, Appendix 10; Intragovernmental Business Rules.

**16. Termination** (Insert the number of days that this IAA may be terminated by written notice by either the Requesting or Servicing Agency.)

60

If this agreement is canceled, any implementing contract/order may also be canceled. If the IAA is terminated, the agencies shall agree to the terms of the termination, including costs attributable to each party and the disposition of awarded and pending actions.

If the Servicing Agency incurs costs due to the Requesting Agency's failure to give the requisite notice of its intent to terminate the IAA, the Requesting Agency shall pay any actual costs incurred by the Servicing Agency as a result of the delay in notification, provided such costs are directly attributable to the failure to give notice.

**17. Assisted Acquisition Agreements – Requesting Agency's Organizations Authorized To Request Acquisition Assistance for this IAA.** (State or attach a list of Requesting Agency's organizations authorized to request acquisition assistance for this IAA.)

N/A

**18. Assisted Acquisition Agreements – Servicing Agency's Organizations authorized to Provide Acquisition Assistance for this IAA.** (State or attach a list of Servicing Agency's organizations authorized to provide acquisition for this IAA.)

N/A

**19. Requesting Agency Clause(s) (Optional)** (State and/or attach any additional Requesting Agency clauses.)

Nothing contained herein shall be construed to obligate either agency to any expenditure or obligation of funds in excess or in advance of appropriations in accordance with the Anti-Deficiency Act, U.S.C. § 1341.

United States Government  
Interagency Agreement (IAA) – Agreement Between Federal Agencies  
General Terms and Conditions (GT&C) Section

IAA Number IAA 897-18 - 0000 -  
GT&C # Order # Amendment/Mod #

20. Servicing Agency Clause(s) (Optional) (State and/or attach any additional Servicing Agency clauses.)

21. Additional Requesting Agency and/or Servicing Agency Attachments (Optional) (State and/or attach any additional Requesting Agency and/or Servicing Agency attachments.)

22. Annual Review of IAA

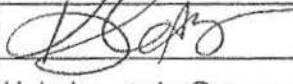
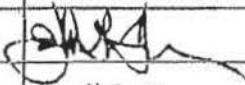
By signing this agreement, the parties agree to annually review the IAA if the agreement period exceeds one year. Appropriate changes will be made by amendment to the GT&C and/or modification to any affected Order(s).

AGENCY OFFICIAL

The Agency Official is the highest level accepting authority or official as designated by the Requesting Agency and Servicing Agency to sign this agreement. Each Agency Official must ensure that the general terms and conditions are properly defined, including the stated statutory authorities, and, that the scope of work can be fulfilled per the agreement.

The Agreement Period Start Date (Block 5) must be the same as or later than the signature dates.

Actual work for this IAA may NOT begin until an Order has been signed by the appropriate individuals, as stated in the Instructions for Blocks 37 and 38.

23.	Requesting Agency	Servicing Agency
Name	Federal Bureau of Prisons, Central Office Lonelyl Burns	Procurement Division, Administrative Office of the U.S. Courts, Kimberley Tucker
Title	Acting Procurement Executive	Contracting Officer
Telephone Number(s)	(202) 307-3067	(202) 502-2317
Fax Number	(202) 514-4418	
Email Address	lburns@bop.gov	kimberley_tucker@ao.uscourts.gov
SIGNATURE		
Approval Date	4-9-18	

**United States Government  
Interagency Agreement (IAA) – Agreement Between Federal Agencies  
Order Requirements and Funding Information (Order) Section**

IAA Number IAA 897-18 - GT&C # - Order # - Amendment/Mod # Servicing Agency's Agreement  
Tracking Number (Optional) \_\_\_\_\_

PRIMARY ORGANIZATION/OFFICE INFORMATION					
24.	Requesting Agency		Service Agency		
Primary Organization/Office Name	Federal Bureau of Prisons Procurement Management Branch		Procurement Management Division Administrative Office of the U.S. Courts		
Responsible Organization/Office Address	320 First Street, NW, Room 5006 Washington, DC 20534		One Columbus Circle, NE, Suite 3-250 Washington, DC 20544-0001		
ORDER/REQUIREMENTS INFORMATION					
25. Order Action (Check One)					
<input checked="" type="checkbox"/> <b>New</b> <input type="checkbox"/> <b>Modification (Mod)</b> – List affected Order blocks being changed and explains the changes being made. For Example; for a performance period mod, state new performance period for this Order in Block 27. Fill out the Funding Modification Summary by Line (Block 26) if the mod involves adding, deleting or changing Funding for an Order Line.					
<input type="checkbox"/> <b>Cancellation</b> – Provide a brief explanation for Order cancellation and fill in the Performance Period End Date for the effective cancellation date.					
26. Funding Modification Summary by Line	Line # 1	Line # _____	Line # _____	Total of All Other Lines (attach funding details)	Total
Original Line Funding	\$ _____	\$ _____	\$ _____	\$ _____	\$ 0.00
Cumulative Funding Changes From Prior Mods [addition (+) or reduction (-)]	\$ 0.00	\$ _____	\$ _____	\$ _____	\$ 0.00
Funding Change for This Mod	\$ 0.00	\$ _____	\$ _____	\$ _____	\$ 0.00
<b>TOTAL Modified Obligation</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
Total Advance Amount (-)	\$ _____	\$ _____	\$ _____	\$ _____	\$ 0.00
Net Modified Amount (Diff)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
27. Performance Period	Start Date	10-01-2017		End Date	09-30-2018
For a performance period mod, Insert the start and end dates that reflect the new performance period.					

IAA Order

IAA Number IAA 897-18 GT&C # \_\_\_\_\_ Order # \_\_\_\_\_ Amendment/Mod # \_\_\_\_\_ Servicing Agency's Agreement \_\_\_\_\_  
Tracking Number (Optional) \_\_\_\_\_

28. Order Line/Funding Information										Line Number: _____								
		Requesting Agency Funding Information							Servicing Agency Funding Information									
ALC	15100900							10025697										
Component TAS Required by 10/1/2014	SP	ATA	AID	BPOA	EPOA	A	MAIN	SUB	SP	ATA	AID	BPOA	EPOA	A	MAIN	SUB		
			015	2018	2018		1060	000			010	2018	2018		0920	000		
OR Current TAS format:	15181080							10160920										
BETC	DISB							COLL										
Object Class Code (Optional)																		
BPN																		
BPN + 4 (Optional)	DUNS: 878435213							DUNS: 052590049										
Additional Accounting Classification/Information (Optional)	SOC: 2599 Proj Code: NA YREGDOC: TNP10073 FP090009XT																	
Requesting Agency Funding Expiration Date 09-30-2018 MM-DD-YYYY								Requesting Agency Funding Cancellation Date 09-30-2018 MM-DD-YYYY										
Project Number & Title																		
Description of Products and/or Services, including the Bona Fide Need for this Order (State or attach a description of products/services, including the bona fide need for this Order.) This Agreement prescribes the procedures and responsibilities of the Federal Bureau of Prisons (Bureau) and the Administrative Office of the United States Courts (AOUSC) for providing location monitoring and transitional housing and assisting in the supervision of selected Federal inmates releasing to the U.S. Probation Office in 94 Federal district courts sentenced within the United States District Court. See Bureau's Continuation of 7600A, Modification 3 (updating) to GT&C IAA 897-18, attached to and incorporated by reference as though fully set forth herein.																		
North American Industry Classification System (NAICS) Number (Optional)																		
Breakdown of Reimbursable Line Costs									OR Breakdown of Assisted Acquisition Line Cost:									
Unit of Measure								Contract Cost	\$									
Quantity	Unit Price	Total						Servicing Fees	\$									
1	\$1,344,660.01	\$1,344,660.00						Total Obligated Cost	\$ 0.00									
Overhead Fees & Charges		\$						Advance for Line (-)	\$									
Total Line Amount Obligated		\$1,344,660.00						Net Total Cost	(\$ 0.00)									
Advance Line Amount (-)		\$						Assisted Acquisition Servicing Fees Explanation										
Net Line Amount Due		\$1,344,660.00																
Type of Service Requirements																		
<input checked="" type="checkbox"/> Severable Service		<input type="checkbox"/> Non-severable Service		<input type="checkbox"/> Not Applicable														

IAA Order

IAA Number IAA 897-18 GT&C #  Order #  Amendment/Mod #  Servicing Agency's Agreement  
Tracking Number (Optional)

**29. Advance Information** (Complete Block 29 if the Advance Payment for Products/Services was checked "Yes" on the GT&C.)

Total Advance Amount for the Order \$ 0.00 [All Order Line advance amounts (Block 28) must sum to this total.]

Revenue Recognition Methodology (according to SFFAS 7) (Identify the Revenue Recognition Methodology that will be used to account for the Requesting Agency's expense and the Servicing Agency's revenue)

Straight-line – Provide amount to be accrued \$ \_\_\_\_\_ and Number of Months \_\_\_\_\_

Accrual Per Work Completed – Identify the accounting posting period:

Monthly per work completed & invoiced

Other – Explain other regular period (bimonthly, quarterly, etc.) for posting accruals and how the accrual amounts will be communicated if other than billed. \_\_\_\_\_

**30. Total Net Order Amount:** \$ 1,344,660.00

[All Order Line Net Amounts Due for reimbursable agreements and Net Total Costs for Assisted Acquisition Agreements (Block 28) must sum to this total.]

**31. Attachments** (State or list attachments.)

Key project and/or acquisition milestones (Optional except for Assisted Acquisition Agreements)

Attachment A - Continuation of 7600A - Appendix to GT&C IAA 897-18.

Other Attachments (Optional) \_\_\_\_\_

**BILLING & PAYMENT INFORMATION**

**32. Payment Method** (Check One) [Intra-governmental Payment and Collection (IPAC) is the Preferred Method.] If IPAC is used, the payment method must agree with the IPAC Trading Partner Agreement (TPA).

Requesting Agency Initiated IPAC  Servicing Agency Initiated IPAC

Credit Card

Other – Explain other payment method and reasoning \_\_\_\_\_

**33. Billing Frequency** (Check One)

[An Invoice must be submitted by the Servicing Agency and accepted by the Requesting Agency BEFORE funds are reimbursed (i.e., via IPAC transaction)]

Monthly  Quarterly  Other Billing Frequency (include explanation) \_\_\_\_\_

**34. Payment Terms** (Check One)

7 days  Other Payment Terms (include explanation) \_\_\_\_\_

IAA Order

IAA Number IAA 897-18  
GT&C # \_\_\_\_\_ Order # \_\_\_\_\_ Amendment/Mod # \_\_\_\_\_ Servicing Agency's Agreement  
Tracking Number (Optional) \_\_\_\_\_

**35. Funding Clauses/Instructions (Optional) (State and/or list funding clauses/instructions.)**

**ANTI-DEFICIENCY ACT:**

Nothing contained herein shall be construed to obligate either agency to any expenditure or obligation of funds in excess or in advance of appropriations, in accordance with the Anti-Deficiency Act, 31 U.S.C. Sec. 1341.

**36. Delivery/Shipping Information for Products (Optional)**

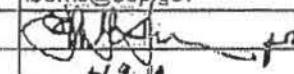
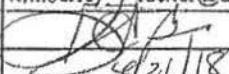
Agency Name	N/A
Point of Contact (POC) Name & Title	N/A
POC Email Address	N/A
Delivery Address /Room Number	N/A
POC Telephone Number	

Special Shipping Information

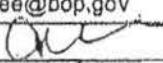
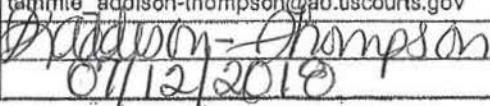
**APPROVALS AND CONTACT INFORMATION**

**37. PROGRAM OFFICIALS**

The Program Officials, as identified by the Requesting Agency and Servicing Agency, must ensure that the scope of work is properly defined and can be fulfilled for this Order. The Program Official may or may not be the Contracting Officer depending on each agency's IAA business process.

	Requesting Agency	Servicing Agency
Name	Loneryl Burns	Frances Sullivan
Title	Acting Procurement Executive	Procurement Executive
Telephone Number	(202) 307-3067	(202) 502-2317
Fax Number	(202) 514-4418	(202) 502-1677
Email Address	lburns@bop.gov	Kimberley.tucker@ao.uscourts.gov
SIGNATURE		
Date Signed	7-9-18	07/11/18

**38. FUNDING OFFICIALS** - The Funds Approving Officials, as identified by the Requesting Agency and Servicing Agency, certify that the funds are accurately cited and can be properly accounted for per the purposes set forth in the Order. The Requesting Agency Funding Official signs to obligate funds. The Servicing Agency Funding Official signs to start the work, and to bill, collect, and properly account for funds from the Requesting Agency, in accordance with the agreement.

	Requesting Agency	Servicing Agency
Name	Carol Durkee	Tammi L. Addison-Thompson
Title	Chief, Budget Execution	Accountant, AOUSC Cash & Debt Management
Telephone Number	(202) 307-3034	(202) 502-1769
Fax Number	(202) 616-6043	
Email Address	cdurkee@bop.gov	tammie.addison-thompson@ao.uscourts.gov
SIGNATURE		
Date Signed	4-11-18	07/12/2018

## IAA Order

IAA Number IAA 897-18 GT&C #  Order #  Amendment/Mod #  Servicing Agency's Agreement  
Tracking Number (Optional)

## CONTACT INFORMATION

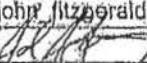
## FINANCE OFFICE Points of Contact (POCs)

The finance office points of contact must ensure that the payment (Requesting Agency), billing (Servicing Agency), and advance/accounting information are accurate and timely for this Order.

39.	Requesting Agency (Payment Office)	Servicing Agency (Billing Office)
Name	Stephen Terry	Tammie Addison-Thompson
Title	Chief, Accounting Operations	Accountant, AOUSC, Cash & Debt Management
Office Address	320 First Street, NW, Room 5009 Washington, DC 20534	One Columbus Circle, NE, Suite 5-362 Washington, DC 20544-0001
Telephone Number	(202) 307-3052	(202) 502-1769
Fax Number	(202) 616-6248	
Email Address	sterry@bop.gov	tammie.addison-thompson@ao.uscourts.gov
Signature & Date (Optional)		

## 40. ADDITIONAL Points of Contacts (POCs) (as determined by each Agency)

This may include CONTRACTING Office Points of Contact (POCs).

	Requesting Agency	Servicing Agency
Name	Rebecca Harman	John J. Fitzgerald
Title	Management Analyst	Deputy Chief, Probation and Pretrial Services
Office Address	320 First Street, NW, Room 5006 Washington, DC 20534	One Columbus Circle, NE, Suite 4-334 Washington, DC 20544-0001
Telephone Number	(202) 307-6357	(202) 502-1625
Fax Number	(202) 616-6055	
Email Address	rharman@bop.gov	john.fitzgerald@ao.uscourts.gov
Signature & Date (Optional)		 4/12/18
Name	Mary Bloom	Trent Cornish
Title	Supvry Residential Reentry Specialist	Chief, Program Svc Branch, Probation & Pretrial
Office Address	320 First Street, NW, Bldg 400 Washington, DC 20435	One Columbus Circle, NE, Suite 4-318 Washington, DC 20544-0001
Telephone Number	(202) 305-9686	(202) 502-2763
Fax Number		
Email Address	mbloom@bop.gov	trent.cornish@ao.uscourts.gov
Signature & Date (Optional)		
Name	Jon Gustin	Lisa Bishop
Title	Admr, Residential Reentry Mgmt Branch	LM Probation Admr, Probation & Pretrial Services
Office Address	320 First Street, NW, Room 4-2009 Washington, DC 20534	One Columbus Circle, NE, Suite 4-300 Washington, DC 20544-0001
Telephone Number	(202) 305-8906	(202) 502-1632
Fax Number	(202) 532-5806	
Email Address	lgustin@bop.gov	lisa.bishop@ao.uscourts.gov
Signature & Date (Optional)		

### III. AUTHORITY

This agreement is entered into under the authority contained in the Economy Act, 31 U.S.C. § 1535, and 18 U.S.C. § 3624(c).

### IV. RESPONSIBILITIES

Under 18 U.S.C. §§ 3603(6) and 3624(c)(3), U.S. probation officers will assist in the supervision of, furnish information about, and—to the extent practicable—offer assistance to prerelease inmates who are allowed to participate in the FLM program. U.S. probation officers will supervise these inmates according to the *Guide to Judiciary Policy*, Volume 8, Probation and Pretrial Services; the *Post-Conviction Supervision Procedures Manual*; and the *Location Monitoring Procedures Manual*.

#### A. Participant Selection Criteria

1. The BOP will identify potential participants for whom a period in the FLM program will afford an appropriate level of accountability and a reasonable opportunity to adjust to and prepare for reentry into the community. Inmates must be in the last 10 percent of their term of incarceration (not to exceed 6 months) and must not require, or must no longer require, the services provided by BOP RRCs.
2. The servicing U.S. probation office will review potential placements in the FLM program for appropriateness and will determine acceptability of the referral. Ordinarily, the BOP will be notified of U.S. probation's decision to accept or deny placement within 30 business days of receipt of the referral from the BOP.
3. Inmates with the following identified public safety factor will ordinarily be precluded from participation in the FLM program: violent behavior, serious escape, prison disturbance, or juvenile violence. (See BOP Program Statement CPD/CDB, number P5100.08, 9/12/2006, Inmate Security Designation and Custody Classification.) The BOP will exclude these cases from referral, although U.S. probation should likewise be attentive to assure that those cases are not referred.
4. Absent extenuating circumstances, and consistent with estimated daily populations, the U.S. probation office will accept inmates who are referred to the FLM program. Inmates shall be immediately placed into the Location Monitoring Program upon their release from prison. Inmates shall be placed

on the home confinement detention component. The type of location monitoring technology utilized on location monitoring equipment, voice verification monitoring, or other approved technology upon their immediate release from prison, as determined by the U.S. probation officer.

B. Inmate Referral and Participant Agreement

1. Option One: The BOP institution refers an inmate to the Residential Reentry Manager (RRM), who then determines if the inmate is suitable for placement in the FLM program. If the inmate is suitable, the RRM will refer the case to the U.S. probation office, which will verify suitability for the program as outlined in this agreement.
2. Option Two: After an inmate has completed an adequate period in the RRC and is no longer in need of its services, the RRM may refer the case to the U.S. probation office, which will verify suitability for the program as outlined in this agreement. When practicable, the U.S. probation office may conduct a pre-screening of the inmate while at the RRC to assure suitability.
3. BOP institutional staff or the RRM will obtain a signed community based program agreement from each inmate who is selected for the program, stating that the inmate agrees to the terms and conditions of the FLM program, including co-payments, drug testing and treatment, and any other interventions requested by U.S. probation as directed.
4. BOP institutional staff or the RRM will provide all documents routinely provided during the prerelease process, including the presentence report, the judgement and commitment, the inmate skills development plan, etc. In accordance with Program Statement 7310.04 Community Corrections Center Utilization and Transfer procedure.
5. The BOP central office will track the number of FLM referrals made to U.S. probation and provide quarterly updates to the AOUSC.

C. Testing and Treatment Services

1. Some participants may require substance abuse testing and treatment, cognitive behavioral therapy, mental health counseling, sex offender treatment, or vocational training. The AOUSC will be responsible for the cost of these services for inmates, using decentralized funds, unless those services are part of the BOP community treatment services. The U.S. probation office will determine the frequency of urinalysis collections and type of treatment services in accordance with the Substance Abuse and Mental Health Procedures Manual.

D. Responding to Inmate Noncompliance

1. U.S. probation officers will report serious incidents of noncompliance that they become aware of, such as drug use, absconding, and any new criminal charges filed against the inmate, to the RRM within 24 hours of becoming aware of such conduct. Absent exceptional circumstances (as agreed upon by the RRM and the chief U.S. probation officer), such noncompliance will result in disciplinary sanctions being taken against the inmate, up to and including disciplinary transfer. The RRM will provide U.S. probation with the means to assure notification of RRM staff on duty (7 days a week, 24 hours a day) of absconding or serious noncompliance.
2. U.S. probation officers will report other noncompliance to the RRM in accordance with the *Guide to Judiciary Policy*, Volume 8, and the *Post-Conviction Supervision Procedures Manual*.
3. The U.S. probation office and the RRM are each authorized to terminate an inmate's participation in the program.

E. Employment

Inmates will ordinarily be required to actively seek and maintain employment while in the FLM program. The U.S. probation officer will verify inmates' employment.

F. Payment for Location Monitoring

Inmates will ordinarily be required to pay all or part of the cost of FLM program services, as determined by U.S. probation, and will be responsible for the cost of any lost or damaged equipment.

G. Limited Medical Assistance

Some participants may require limited medical assistance. The AOUSC may offer limited assistance to the inmate under 18 U.S.C. § 3672, using decentralized funds. Major medical problems, however, will require an inmate's termination from the program.

H. Other Programming

Subject to the RRM's approval, U.S. probation may refer the inmate to other programming (e.g. cognitive behavioral therapy, vocational training).

I Supervised Release File (SRF) Enrollment

1. The U.S. probation office may enroll inmates into the SRF, which enables U.S. probation to be notified if an inmate has any law enforcement contact that includes a criminal record check being conducted. The U.S. probation office will notify the RRM if an inmate has any law enforcement contact.

V. PERIOD OF AGREEMENT

This agreement is effective from October 1, 2017, through September 30, 2020. All costs outlined in Section VI are to be paid to reimburse the cost of supervising inmates who are enrolled in the FLM program on the effective date. Reimbursements will not be retroactive for monitoring services provided before the effective date.

VI. COSTS AND REIMBURSEMENT

A. Estimate of Number of Program Participants

Each U.S. probation office participating in the FLM program will provide the BOP with an estimated number (population) of FLM participants that it is willing to accept into its program. The BOP will make every effort to maintain the populations of the FLM program within 10 percent of the estimated population as provided by the U.S. probation office. This number is known to fluctuate at least 10 percent on any given day. Length of inmate participation in the program will be up to 180 days. U.S. probation will make every effort to assure program enrollment within 10 percent of the estimated population, contingent upon the inmate meeting the criteria established herein.

B. Cost of Location Monitoring for Prerelease Inmates in the FLM Program

1. The BOP will reimburse the AOUSC for the costs of location monitoring services for inmates in the FLM program, less any fees collected from inmates by AOUSC vendors.
2. The cost of reimbursement for location monitoring will be at the rate determined annually by the national contract awarded by the AOUSC for location monitoring services. Cost/pricing data will be provided annually to the BOP from the AOUSC and modified into this agreement.

3. The full range of location monitoring technologies may be used at the discretion of the U.S. probation office. These technologies may incur costs above or below the basic monitoring services.
4. The estimated annual cost of monitoring is determined by multiplying the estimated average daily number of inmates by the daily cost of monitoring services and the number of days that prerelease inmates will be monitored under the terms of this agreement (365). It is estimated that at least 90 percent of inmates will pay monitoring costs. This will reduce the estimated cost of monitoring.
5. The costs of monitoring, plus inflation, will be credited toward the office's law enforcement historical spending account (BOC 2536) and allotted the following fiscal year's budget.

C. Cost of Location Monitoring Supervision of Prerelease Inmates

1. The BOP will reimburse U.S. probation offices for the supervision of BOP inmates who are placed in the FLM program via "authorized workload units" that cumulate with the activation of cases in the case management system (PACTS) as a "BOP" intake type with a condition for location monitoring. These activations receive full workload credit and will be captured in the yearly workload snapshot and funding applied to the following fiscal year's authorized work units (AWUs).
2. The AOUSC will annually determine the cost of supervising one person in the FLM program.
3. The estimated personnel cost for the term of this agreement is determined by multiplying the estimated average daily number of inmates by the daily personnel cost and the number of days that prerelease inmates will be monitored under the terms of this agreement (365).

D. Cost of Substance Abuse Testing and Treatment

The BOP will reimburse the AOUSC for the actual costs of substance abuse testing, cognitive behavioral therapy, and other authorized services for inmates in the FLM program, less any fees collected from inmates by AOUSC vendors, unless those services are provided as part of the BOP's community treatment services.

E. Total estimated program costs and not-to-exceed amounts will be determined annually (see attachment).

F. General Conditions

1. Costs incurred for inmate health care while in community confinement are the responsibility of the inmate, unless the treatment was either (1) preapproved by the RRM's office in accordance with the Bureau's policy on health services or (2) required as emergency care.
2. The AOUSC will provide the BOP with a quarterly invoice for funds expended for location monitoring services, the cost of supervision for inmates in the program, the cost of any required testing and treatment, and other programming. The invoice will itemize the number of inmates in the FLM program and will include a separate listing of location monitoring and supervision costs and inmate co-payments. The AOUSC FLM program administrator will certify invoices as correct.
3. The BOP agrees to reimburse the AOUSC directly via the Treasury's On-line Payment and Collections System (OPAC). The AO Location Code is 00-00-5697.
4. No term or provision contained herein shall obligate either party to expend funds in advance or in excess of funds appropriated, in accordance with the Anti-Deficiency Act, 31 U.S.C § 1341.

**VII. LIABILITY**

- A. Each party shall be responsible for any liability arising from its own conduct and shall retain immunity and all defenses available to them under federal law. Neither party agrees to insure, defend, or indemnify the other party.
- B. Each party shall cooperate with the other party in the investigation and resolution of administrative actions and/or litigation arising from conduct related to this Agreement *[or the responsibilities and procedures addressed herein]*.
- C. Neither party shall be responsible for delays or failures in performance of acts beyond the reasonable control of such party and which could not have been avoided through the exercise of due care (e.g., from a natural or manmade emergency event or disaster).

D. This Agreement is for the sole and exclusive benefit of the signatory parties and shall not be construed to bestow any legal right or benefit upon any other persons or entities.

**DISPUTE RESOLUTION:** In the event of a dispute between the parties, the parties shall use their best efforts to informally resolve such through consultation, communication, or other forms of non-binding alternative dispute resolution that are mutually acceptable to the parties.

### **VIII. CONTACT PERSONNEL**

A. Lisa Bishop, Probation Administrator  
Probation and Pretrial Services Office  
Administrative Office of the U.S. Courts  
Washington, DC 20544

B. Jon Gustin, Administrator  
Residential Reentry Management Branch  
Reentry Services Division  
Federal Bureau of Prisons  
400 First Street, N.W.  
Washington, DC 20534

### **IX. AMENDMENTS AND TERMINATIONS**

A. The undersigned, their successors, or other authorized officials may amend this agreement at any time by mutual written agreement. If funds are not available for reimbursement, in accordance with Section VI of this agreement, the BOP shall notify the AOUSC, at least 90 days in advance of the delivery of services for which funds are not available, that the agreement is terminated or suspended for this reason.

B. The AOUSC may renegotiate or terminate this agreement if the average number of inmates participating in the home confinement program exceeds the 30 percent level of normal fluctuation, outlined in Section VI.A, for a period of 90 days.

C. Upon 60 days' written notice to the other party, either party may terminate this agreement without cause.

D. If either participant terminates this agreement, the BOP must reimburse the AOUSC for any costs incurred before such termination.

**FEDERAL LOCATION MONITORING PROGRAM**

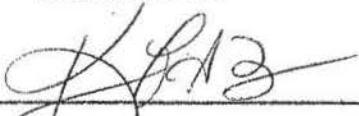
**Total Estimated Cost of the Location Monitoring Program for Inmates  
Under the Terms of Memorandum of Agreement between the Federal Bureau of Prisons, U.S.  
Department of Justice, and the Administrative Office of the U.S. Courts  
Fiscal Year 2018**

1. The following is a summary of the estimated costs of the Federal Location Monitoring Program Agreement for FY 2018:
  - a. Supervision Costs
  - b. Location Monitoring Costs
  - c. Substance Abuse Testing, Cognitive Behavioral Treatment, Sex Offender Treatment, and Vocational Training Services Costs
  - d. Medical Expenses
  - e. Target FLM Prerelease Inmate Population: 500
  - f. Total: \$1,344,660
2. Based on the above estimates, the cost of this Agreement is not to exceed \$1,344,660.
3. BOP Accounting Information AOUSC Accounting Information

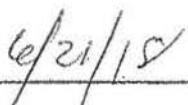
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TAS: 15181060	TAS: 10130920
DUNS: 878435213	DUNS: 052590049

Accounting Code: FP090009XT  
YREGDOC: TNP10073

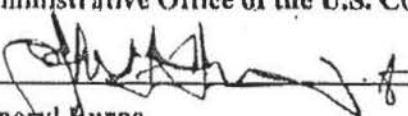
**X. SIGNATURES**



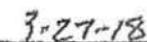
Kimberley Tucker  
Contracting Officer  
Administrative Office of the U.S. Courts



Date



Lonielyn Burns  
Acting Procurement Executive  
Federal Bureau of Prisons



Date

# EXHIBIT G

530\*07 \*  
PAGE 001POPULATION MONITORING CENSUS/ROSTER #5179  
GENERALIZED RETRIEVAL \*  
12-03-2020  
07:48:28

FUNCTION: R-P                    SELECTION CATEGORY: LOCG EQ THU\*  
 ZERO/NBR: NO                    ORGANIZATION: AGEN EQ BOP  
 OPTION:                        TYPE OF FACILITY: TOF EQ C  
 DUP SUPR: YES                    FACILITY MANAGED BY: FMB EQ AP  
 COLUMNS 1: REG 2: LN 3: ARSD 4: PRD 5: LOC 6: FACL 7: 8:

SEQ: 65                        NP:

JUDG: C    SORT COL:    COL SEQ:

CONDITIONS (GRP 1) OR CONDITIONS (GRP 2) OR CONDITIONS (GRP 3) OR CONDITIONS (GRP 4)

This is a redacted SENTRY print-out of all inmates currently in BOP custody but under the supervision of a Federal Location Monitoring ("FLM") Program.

Under the Column heading "LOC": F stands for Federal; the second and third letters indicate the state or territory of jurisdiction and the final letter indicates the district in the state the supervising USPO belongs to: North, South, East, West, Central, etc.

So, for example, the first row on the list which begins on the next page is for an inmate in the FLM program operated by the United States Probation office for the Middle District of Georgia ("FGAM"). The next FLM program that appears on the list is "FGAN" which refers to the FLM program operated by the Northern District of Georgia.

	-Q-	-T-	-M-	-F-	-W-	-B-	-I-	-A-	-H-	-O-
G TOT		454	378	76	330	88	9	27	56	398
G0002	MORE PAGES TO FOLLOW . . .									

Exhibit G page 000050

GRP.	SPECIFIC..	REG.....	LN.....	ARSD.....	PRD.....	LOC.....	FACL.....
THUU	FGAM			05-05-2020	12-13-2020	FGAM	CAT
THUU	FGAM			05-21-2020		FGAM	CAT
THUU	FGAN			05-28-2020	03-12-2025	FGAN	CAT
THUU	FGAN			10-16-2019	10-21-2022	FGAN	CAT
THUU	FGAN			10-23-2019	12-04-2020	FGAN	CAT
THUU	FGAN			04-29-2020	03-27-2022	FGAN	CAT
THUU	FGAN			05-20-2020	03-23-2023	FGAN	CAT
THUU	FGAN			05-29-2020	07-08-2021	FGAN	CAT
THUU	FGAN			06-24-2020	05-26-2022	FGAN	CAT
THUU	FGAN			09-23-2020	06-11-2023	FGAN	CAT
THUU	FGAS			03-24-2020	01-28-2022	FGAS	CAT
THUU	FGAS			03-09-2020	07-30-2021	FGAS	CAT
THUU	FGAS			06-01-2020	02-04-2021	FGAS	CAT
THUU	FGAS			12-12-2019	01-04-2022	FGAS	CAT
THUU	FSC			09-21-2020	07-19-2025	FSC	CAT
THUU	FSC			08-16-2019	08-08-2021	FSC	CAT
THUU	FSC			05-05-2020	04-16-2022	FSC	CAT
THUU	FSC			05-13-2020	11-04-2026	FSC	CAT
THUU	FSC			05-19-2020	02-13-2021	FSC	CAT
THUU	FSC			10-22-2019	10-07-2021	FSC	CAT
THUU	FDE			10-21-2020	12-26-2020	FDE	CBR
THUU	FDE			05-06-2020	01-15-2021	FDE	CBR
THUU	FWVN			06-23-2020	12-16-2020	FWVN	CBR
THUU	FILN			11-01-2020	01-21-2022	FILN	CCH
THUU	FILN			02-24-2020	02-10-2021	FILN	CCH
THUU	FILN			11-26-2019	04-03-2021	FILN	CCH
THUU	FILN			08-27-2020	12-26-2020	FILN	CCH
THUU	FILN			07-10-2020	02-19-2021	FILN	CCH
THUU	FILN			08-03-2020	12-31-2020	FILN	CCH
THUU	FILN			11-19-2020	03-04-2021	FILN	CCH
THUU	FILN			10-02-2020	12-22-2020	FILN	CCH
THUU	FILN			11-05-2020	03-04-2022	FILN	CCH
THUU	FILN			11-12-2020	11-12-2021	FILN	CCH
THUU	FILN			05-11-2020	11-18-2026	FILN	CCH
THUU	FWIE			10-20-2020	11-13-2021	FWIE	CCH
THUU	FKYE			06-25-2020	12-07-2020	FKYE	CCN
THUU	FOHS			09-18-2019	12-23-2020	FOHS	CCN
THUU	FOKE			12-01-2020	04-18-2021	FOKE	CDA
THUU	FOKE			11-10-2020	01-06-2023	FOKE	CDA
THUU	FOKE			11-10-2020	12-08-2021	FOKE	CDA
THUU	FOKE			11-10-2020	02-11-2021	FOKE	CDA
THUU	FOKE			11-10-2020	06-20-2021	FOKE	CDA
THUU	FOKE			11-10-2020	06-20-2021	FOKE	CDA
THUU	FOKE			11-10-2020	01-12-2021	FOKE	CDA
THUU	FOKE			11-10-2020	02-19-2021	FOKE	CDA

GRP.	SPECIFIC..	REG.....	LN.....	ARSD.....	PRD.....	LOC.....	FACL.....
THUU	FOKE			11-10-2020	05-01-2021	FOKE	CDA
THUU	FOKE			11-10-2020	09-26-2021	FOKE	CDA
THUU	FOKE			11-10-2020	11-27-2021	FOKE	CDA
THUU	FOKN			11-10-2020	02-02-2023	FOKN	CDA
THUU	FOKN			11-10-2020	07-25-2022	FOKN	CDA
THUU	FOKN			11-16-2020	04-12-2021	FOKN	CDA
THUU	FOKN			11-10-2020	10-06-2022	FOKN	CDA
THUU	FOKN			11-10-2020	11-03-2027	FOKN	CDA
THUU	FOKN			11-10-2020	09-07-2023	FOKN	CDA
THUU	FOKN			11-10-2020	11-03-2024	FOKN	CDA
THUU	FOKN			11-10-2020	07-28-2023	FOKN	CDA
THUU	FOKN			11-10-2020	07-18-2021	FOKN	CDA
THUU	FOKN			11-10-2020	02-17-2021	FOKN	CDA
THUU	FOKN			11-10-2020	10-18-2021	FOKN	CDA
THUU	FOKN			11-10-2020	09-30-2021	FOKN	CDA
THUU	FOKN			11-10-2020	12-21-2020	FOKN	CDA
THUU	FOKN			11-10-2020	09-25-2021	FOKN	CDA
THUU	FOKN			11-13-2020	12-23-2020	FOKN	CDA
THUU	FOKN			11-10-2020	02-15-2021	FOKN	CDA
THUU	FOKN			11-10-2020	04-05-2021	FOKN	CDA
THUU	FOKN			11-10-2020	09-19-2021	FOKN	CDA
THUU	FOKN			11-10-2020	08-26-2021	FOKN	CDA
THUU	FOKN			11-10-2020	09-20-2021	FOKN	CDA
THUU	FOKN			11-10-2020	01-13-2024	FOKN	CDA
THUU	FOKN			11-10-2020	04-06-2021	FOKN	CDA
THUU	FOKN			11-10-2020	05-23-2021	FOKN	CDA
THUU	FOKN			11-10-2020	12-06-2020	FOKN	CDA
THUU	FOKW			11-10-2020	05-13-2021	FOKW	CDA
THUU	FOKW			11-10-2020	02-12-2023	FOKW	CDA
THUU	FOKW			11-10-2020	01-21-2021	FOKW	CDA
THUU	FOKW			11-24-2020	11-03-2023	FOKW	CDA
THUU	FOKW			11-10-2020	10-12-2022	FOKW	CDA
THUU	FOKW			11-10-2020	03-04-2021	FOKW	CDA
THUU	FOKW			11-13-2020	01-25-2021	FOKW	CDA
THUU	FOKW			11-10-2020	06-15-2023	FOKW	CDA
THUU	FOKW			11-10-2020	01-29-2021	FOKW	CDA
THUU	FOKW			11-10-2020	09-14-2021	FOKW	CDA
THUU	FOKW			11-10-2020	01-21-2025	FOKW	CDA
THUU	FOKW			11-10-2020	01-05-2021	FOKW	CDA
THUU	FOKW			11-10-2020	03-27-2023	FOKW	CDA
THUU	FOKW			11-09-2020	12-27-2020	FOKW	CDA
THUU	FOKW			11-13-2020	04-08-2021	FOKW	CDA
THUU	FOKW			11-10-2020	07-27-2024	FOKW	CDA
THUU	FOKW			11-10-2020	02-02-2022	FOKW	CDA
THUU	FOKW			11-10-2020	01-26-2021	FOKW	CDA

GRP.	SPECIFIC..	REG.....	LN.....	ARSD.....	PRD.....	LOC.....	FACL.....
THUU	FOKW			11-10-2020	12-23-2020	FOKW	CDA
THUU	FOKW			11-10-2020	06-13-2026	FOKW	CDA
THUU	FOKW			11-10-2020	03-29-2023	FOKW	CDA
THUU	FOKW			11-10-2020	12-28-2020	FOKW	CDA
THUU	FOKW			11-10-2020	10-02-2021	FOKW	CDA
THUU	FOKW			11-10-2020	12-20-2020	FOKW	CDA
THUU	FOKW			11-10-2020	02-12-2021	FOKW	CDA
THUU	FOKW			11-13-2020	04-23-2021	FOKW	CDA
THUU	FOKW			11-12-2020	02-12-2021	FOKW	CDA
THUU	FOKW			11-10-2020	12-03-2021	FOKW	CDA
THUU	FOKW			11-10-2020	01-09-2021	FOKW	CDA
THUU	FOKW			11-10-2020	05-25-2022	FOKW	CDA
THUU	FOKW			11-10-2020	04-28-2021	FOKW	CDA
THUU	FOKW			11-10-2020	04-17-2021	FOKW	CDA
THUU	FOKW			11-10-2020	02-20-2022	FOKW	CDA
THUU	FOKW			11-10-2020	01-18-2021	FOKW	CDA
THUU	FOKW			11-10-2020	12-10-2020	FOKW	CDA
THUU	FOKW			11-10-2020	12-13-2020	FOKW	CDA
THUU	FOKW			11-10-2020	04-23-2021	FOKW	CDA
THUU	FOKW			11-10-2020	12-11-2020	FOKW	CDA
THUU	FOKW			11-23-2020	02-04-2021	FOKW	CDA
THUU	FOKW			11-10-2020	03-12-2021	FOKW	CDA
THUU	FOKW			11-10-2020	01-23-2021	FOKW	CDA
THUU	FOKW			11-10-2020	05-12-2021	FOKW	CDA
THUU	FOKW			11-10-2020	12-14-2020	FOKW	CDA
THUU	FOKW			11-10-2020	12-06-2020	FOKW	CDA
THUU	FOKW		N	11-10-2020	12-26-2020	FOKW	CDA
THUU	FOKW			11-10-2020	10-23-2022	FOKW	CDA
THUU	FOKW			11-10-2020	12-20-2021	FOKW	CDA
THUU	FOKW			11-10-2020	03-22-2021	FOKW	CDA
THUU	FOKW			11-10-2020	12-03-2020	FOKW	CDA
THUU	FOKW			11-10-2020	12-02-2021	FOKW	CDA
THUU	FTXN			02-12-2020	01-15-2023	FTXN	CDA
THUU	FTXN			11-15-2019	01-19-2021	FTXN	CDA
THUU	FTXN			10-15-2019	03-08-2021	FTXN	CDA
THUU	FTXN			02-05-2020	12-30-2020	FTXN	CDA
THUU	FTXN			02-05-2020	03-16-2021	FTXN	CDA
THUU	FTXN			03-18-2020	10-10-2021	FTXN	CDA
THUU	FTXN			01-23-2020	02-08-2023	FTXN	CDA
THUU	FMIE			11-30-2020	05-26-2021	FMIE	CDT
THUU	FMIE			11-23-2020	04-11-2021	FMIE	CDT
THUU	FMIE			08-20-2020	02-26-2021	FMIE	CDT
THUU	FMIE			06-23-2020	12-09-2020	FMIE	CDT
THUU	FTXE PLANO			01-22-2020	04-29-2021	FTXE PLANO	CHN
THUU	FTXE PLANO			04-02-2020	01-29-2021	FTXE PLANO	CHN

GRP.	SPECIFIC..	REG.....	LN.....	ARSD.....	PRD.....	LOC.....	FACL.....
THUU	FTXS COR	[REDACTED]	[REDACTED]	02-04-2020	07-09-2021	FTXS COR	CHN
THUU	FTXS COR	[REDACTED]	[REDACTED]	03-27-2020	11-14-2021	FTXS COR	CHN
THUU	FTXS HOU	[REDACTED]	[REDACTED] Y	07-19-2019	12-25-2020	FTXS HOU	CHN
THUU	FTXS HOU	[REDACTED]	[REDACTED]	08-19-2019	12-03-2020	FTXS HOU	CHN
THUU	FTXS HOU	[REDACTED]	[REDACTED]	04-15-2020	05-24-2022	FTXS HOU	CHN
THUU	FTXS HOU	[REDACTED]	[REDACTED]	04-02-2020	12-20-2021	FTXS HOU	CHN
THUU	FTXS HOU	[REDACTED]	[REDACTED]	10-31-2019	01-22-2021	FTXS HOU	CHN
THUU	FTXS HOU	[REDACTED]	[REDACTED]	03-10-2020	03-09-2022	FTXS HOU	CHN
THUU	FTXS HOU	[REDACTED]	[REDACTED]	01-23-2020	10-31-2025	FTXS HOU	CHN
THUU	FTXS HOU	[REDACTED]	[REDACTED]	10-11-2019	08-01-2022	FTXS HOU	CHN
THUU	FTXS HOU	[REDACTED]	[REDACTED]	09-26-2019	12-27-2021	FTXS HOU	CHN
THUU	FTXS HOU M	[REDACTED]	[REDACTED]	05-18-2020	04-30-2021	FTXS HOU M	CHN
THUU	FTXS MCA	[REDACTED]	[REDACTED]	07-29-2020	04-23-2021	FTXS MCA	CHN
THUU	FTXS PCS	[REDACTED]	[REDACTED]	11-13-2019	06-23-2021	FTXS PCS	CHN
THUU	FIAS	[REDACTED]	[REDACTED]	08-08-2019	12-17-2021	FIAS	CKC
THUU	FKS	[REDACTED]	[REDACTED]	05-31-2019	01-12-2022	FKS	CKC
THUU	FKS	[REDACTED]	[REDACTED]	11-17-2020	02-09-2021	FKS	CKC
THUU	FKS	[REDACTED]	[REDACTED]	11-13-2020	05-27-2021	FKS	CKC
THUU	FKS	[REDACTED]	[REDACTED]	11-07-2019	01-15-2021	FKS	CKC
THUU	FKS	[REDACTED]	[REDACTED]	11-10-2020	12-18-2020	FKS	CKC
THUU	FKS	[REDACTED]	[REDACTED]	11-16-2020	01-09-2021	FKS	CKC
THUU	FKS	[REDACTED]	[REDACTED]	08-06-2020	12-07-2020	FKS	CKC
THUU	FMOW	[REDACTED]	[REDACTED]	01-21-2020	12-05-2020	FMOW	CKC
THUU	FMOW	[REDACTED]	[REDACTED]	09-15-2020	04-20-2021	FMOW	CKC
THUU	CAC	[REDACTED]	[REDACTED]	06-22-2020	12-20-2020	CAC	CLB
THUU	CAC	[REDACTED]	[REDACTED]	05-18-2020	04-19-2021	CAC	CLB
THUU	FFLS	[REDACTED]	[REDACTED]	11-17-2020	03-05-2021	FFLS	CMM
THUU	FFLS	[REDACTED]	[REDACTED]	11-18-2020	05-16-2021	FFLS	CMM
THUU	FFLS	[REDACTED]	[REDACTED]	11-06-2019	02-07-2023	FFLS	CMM
THUU	FFLS	[REDACTED]	[REDACTED]	11-21-2019	12-28-2020	FFLS	CMM
THUU	FVI	[REDACTED]	[REDACTED]	07-23-2020	10-15-2021	FVI	CMM
THUU	FVQ	[REDACTED]	[REDACTED]	06-30-2020	01-14-2021	FVQ	CMM
THUU	FVQ	[REDACTED]	[REDACTED]	10-08-2020	04-04-2021	FVQ	CMM
THUU	FVQ	[REDACTED]	[REDACTED]	06-18-2020	04-20-2023	FVQ	CMM
THUU	FVQ	[REDACTED]	[REDACTED]	07-09-2020	07-28-2022	FVQ	CMM
THUU	FVQ	[REDACTED]	[REDACTED]	05-28-2020	08-03-2024	FVQ	CMM
THUU	FVQ	[REDACTED]	[REDACTED]	11-03-2020	12-07-2020	FVQ	CMM
THUU	FVQ	[REDACTED]	[REDACTED]	08-18-2020	05-05-2021	FVQ	CMM
THUU	FVQ	[REDACTED]	[REDACTED]	05-21-2020	03-23-2021	FVQ	CMM
THUU	FVQ	[REDACTED]	[REDACTED]	11-10-2020	01-10-2021	FVQ	CMM
THUU	FVQ	[REDACTED]	[REDACTED]	06-18-2020	01-27-2021	FVQ	CMM
THUU	FVQ	[REDACTED]	[REDACTED]	10-13-2020	04-09-2021	FVQ	CMM
THUU	FIAN	[REDACTED]	[REDACTED]	10-10-2019	06-17-2022	FIAN	CMS
THUU	FIAN	[REDACTED]	[REDACTED]	08-12-2019	12-12-2021	FIAN	CMS
THUU	FIAN	[REDACTED]	[REDACTED]	10-19-2020	10-19-2021	FIAN	CMS

GRP.	SPECIFIC..	REG.....	LN.....	ARSD.....	PRD.....	LOC.....	FACL.....
THUU	FIAN			05-13-2020	04-22-2021	FIAN	CMS
THUU	FIAN			08-24-2020	12-18-2020	FIAN	CMS
THUU	FIAN			11-04-2019	05-26-2022	FIAN	CMS
THUU	FMN			11-05-2020	04-22-2021	FMN	CMS
THUU	FMN			09-22-2020	08-06-2022	FMN	CMS
THUU	FMN			10-01-2020	08-30-2021	FMN	CMS
THUU	FMN			09-28-2020	02-04-2021	FMN	CMS
THUU	FMN			11-24-2020	02-02-2021	FMN	CMS
THUU	FMN			04-15-2020	05-02-2022	FMN	CMS
THUU	FMN			11-04-2020	11-23-2021	FMN	CMS
THUU	FMN			11-24-2020	02-14-2021	FMN	CMS
THUU	FMN			11-04-2020	12-04-2020	FMN	CMS
THUU	FMN			10-22-2020	12-05-2020	FMN	CMS
THUU	FMN			07-09-2020	03-23-2021	FMN	CMS
THUU	FMN			02-13-2020	01-09-2021	FMN	CMS
THUU	FMN			06-08-2020	02-25-2021	FMN	CMS
THUU	FND			05-21-2020	02-22-2024	FND	CMS
THUU	FND			10-06-2020	04-06-2021	FND	CMS
THUU	FND			04-20-2020	03-11-2025	FND	CMS
THUU	FND			04-21-2020	01-28-2021	FND	CMS
THUU	FSD			05-19-2020	02-13-2025	FSD	CMS
THUU	FSD			09-02-2020	08-13-2023	FSD	CMS
THUU	FSD			04-10-2020	03-02-2022	FSD	CMS
THUU	FSD			05-20-2020	09-27-2021	FSD	CMS
THUU	FSD			04-20-2020	04-19-2021	FSD	CMS
THUU	FSD			06-18-2020	01-19-2021	FSD	CMS
THUU	FSD			04-20-2020	02-01-2021	FSD	CMS
THUU	FSD			06-01-2020	05-05-2021	FSD	CMS
THUU	FSD			07-28-2020	08-10-2021	FSD	CMS
THUU	FSD			06-11-2020	08-27-2021	FSD	CMS
THUU	FSD			06-24-2020	12-09-2020	FSD	CMS
THUU	FALM			06-04-2019	02-12-2021	FALM	CMY
THUU	FALM			09-30-2019	04-25-2021	FALM	CMY
THUU	FALS			01-09-2020	09-10-2023	FALS	CMY
THUU	FALS			05-12-2020	10-15-2022	FALS	CMY
THUU	FMSN			01-31-2020	06-22-2023	FMSN	CMY
THUU	FMSS			02-27-2020	12-25-2020	FMSS	CMY
THUU	FCT			11-05-2019	12-12-2021	FCT	CNK
THUU	FNJ			02-25-2020	09-11-2021	FNJ	CNK
THUU	FNJ			02-18-2020	12-21-2020	FNJ	CNK
THUU	FNJ			09-28-2020	06-09-2021	FNJ	CNK
THUU	FNYE			07-17-2020	01-12-2021	FNYE	CNK
THUU	FNYE			11-23-2020	02-17-2021	FNYE	CNK
THUU	FNYE			11-29-2019	05-21-2021	FNYE	CNK
THUU	FNYE			08-24-2020	07-02-2025	FNYE	CNK

GRP.	SPECIFIC..	REG.....	LN.....	ARSD.....	PRD.....	LOC.....	FACL.....
THUU	FNYE			04-15-2020	08-10-2021	FNYE	CNK
THUU	FNYE			01-27-2020	03-05-2021	FNYE	CNK
THUU	FTNW			02-07-2020	03-30-2021	FTNW	CNV
THUU	FFLM			07-11-2019	03-27-2021	FFLM	COR
THUU	FFLM			06-26-2019	11-25-2022	FFLM	COR
THUU	FFLM			10-26-2020	02-09-2021	FFLM	COR
THUU	FFLM			10-02-2019	02-11-2022	FFLM	COR
THUU	FFLM			06-26-2019	01-10-2021	FFLM	COR
THUU	FFLM			06-17-2020	03-12-2021	FFLM	COR
THUU	FFLM			11-24-2020	05-04-2021	FFLM	COR
THUU	FFLM			02-05-2020	12-05-2020	FFLM	COR
THUU	FFLN			02-20-2020	05-15-2021	FFLN	COR
THUU	FFLN			04-22-2020	01-04-2023	FFLN	COR
THUU	FFLN			11-19-2020	01-07-2021	FFLN	COR
THUU	FFLN			07-11-2019	12-27-2020	FFLN	COR
THUU	FFLN			08-13-2019	03-01-2023	FFLN	COR
THUU	FFLN			07-23-2020	12-31-2020	FFLN	COR
THUU	EB4			05-27-2020	01-16-2021	EB4	CPA
THUU	EB4			05-12-2020	08-30-2022	EB4	CPA
THUU	EB4			04-22-2020	05-25-2022	EB4	CPA
THUU	EB4			02-19-2020	10-19-2022	EB4	CPA
THUU	EB4			05-13-2020	04-08-2021	EB4	CPA
THUU	EB4			07-08-2020	12-16-2020	EB4	CPA
THUU	FMA			05-12-2020	04-13-2021	FMA	CPA
THUU	FMA			05-20-2020	06-24-2022	FMA	CPA
THUU	FMA			05-14-2020	02-18-2025	FMA	CPA
THUU	FMA			05-13-2020	01-11-2024	FMA	CPA
THUU	FMA			05-26-2020	02-23-2024	FMA	CPA
THUU	FMA			06-12-2020	03-24-2025	FMA	CPA
THUU	FMA			05-07-2020	04-08-2022	FMA	CPA
THUU	FMA			04-29-2020	03-25-2022	FMA	CPA
THUU	FMA			11-05-2020	11-26-2021	FMA	CPA
THUU	FMA			11-25-2019	02-18-2021	FMA	CPA
THUU	FMA			05-13-2020	04-12-2021	FMA	CPA
THUU	FME			08-25-2020	05-28-2022	FME	CPA
THUU	FME			10-06-2020	12-14-2020	FME	CPA
THUU	FNH			09-10-2020	05-28-2026	FNH	CPA
THUU	FNH			05-19-2020	03-10-2021	FNH	CPA
THUU	FNH			12-01-2020	07-10-2026	FNH	CPA
THUU	FNY			05-06-2020	01-17-2021	FNY	CPA
THUU	FPAE			04-14-2020	02-26-2021	FPAE	CPA
THUU	FPAE			03-03-2020	10-19-2021	FPAE	CPA
THUU	FPAE			08-18-2020	12-12-2021	FPAE	CPA
THUU	FPAE			09-29-2020	03-24-2021	FPAE	CPA
THUU	FPAE			05-27-2020	09-12-2026	FPAE	CPA

GRP.	SPECIFIC..	REG.....	LN.....	ARSD.....	PRD.....	LOC.....	FACL.....
THUU	FPAE	[REDACTED]	[REDACTED]	06-25-2020	02-13-2022	FPAE	CPA
THUU	FPAE	[REDACTED]	[REDACTED]	05-27-2020	10-03-2021	FPAE	CPA
THUU	FPAE	[REDACTED]	[REDACTED]	06-08-2020	08-01-2025	FPAE	CPA
THUU	FPAE	[REDACTED]	[REDACTED]	09-15-2020	02-11-2022	FPAE	CPA
THUU	FPAM	[REDACTED]	[REDACTED]	11-05-2020	05-05-2021	FPAM	CPA
THUU	FPAM	[REDACTED]	[REDACTED]	07-08-2019	02-04-2022	FPAM	CPA
THUU	FPAM	[REDACTED]	[REDACTED]	10-28-2020	10-10-2022	FPAM	CPA
THUU	FPAM	[REDACTED]	[REDACTED]	03-24-2020	12-18-2020	FPAM	CPA
THUU	FPAM	[REDACTED]	[REDACTED]	05-12-2020	03-21-2021	FPAM	CPA
THUU	FRI	[REDACTED]	[REDACTED]	05-06-2020	06-29-2022	FRI	CPA
THUU	FRI	[REDACTED]	[REDACTED]	06-24-2020	02-09-2022	FRI	CPA
THUU	FRI	[REDACTED]	[REDACTED]	05-13-2020	11-07-2021	FRI	CPA
THUU	FVT	[REDACTED]	[REDACTED]	10-22-2020	12-21-2020	FVT	CPA
THUU	FVT	[REDACTED]	[REDACTED]	04-22-2020	06-14-2021	FVT	CPA
THUU	FNYW	[REDACTED]	[REDACTED]	11-24-2020	10-19-2022	FNYW	CPG
THUU	FPAW	[REDACTED]	[REDACTED]	06-03-2020	05-03-2021	FPAW	CPG
THUU	FPAW	[REDACTED]	[REDACTED]	05-29-2020	03-08-2024	FPAW	CPG
THUU	FPAW	[REDACTED]	[REDACTED]	09-08-2020	03-06-2021	FPAW	CPG
THUU	FCO	[REDACTED]	[REDACTED]	08-19-2019	02-21-2022	FCO	CPH
THUU	FCO	[REDACTED]	[REDACTED]	05-26-2020	04-18-2021	FCO	CPH
THUU	FCO	[REDACTED]	[REDACTED]	06-09-2020	06-06-2021	FCO	CPH
THUU	FCO	[REDACTED]	[REDACTED]	04-16-2020	02-11-2022	FCO	CPH
THUU	FCO	[REDACTED]	[REDACTED]	11-24-2020	04-18-2021	FCO	CPH
THUU	FCO	[REDACTED]	[REDACTED]	08-03-2020	12-13-2020	FCO	CPH
THUU	FCO	[REDACTED]	[REDACTED]	06-08-2020	01-11-2022	FCO	CPH
THUU	FCO	[REDACTED]	[REDACTED]	06-08-2020	01-15-2021	FCO	CPH
THUU	FCO	[REDACTED]	[REDACTED]	02-24-2020	01-15-2021	FCO	CPH
THUU	FCO	[REDACTED]	[REDACTED]	06-08-2020	01-18-2021	FCO	CPH
THUU	FCO	[REDACTED]	[REDACTED]	06-11-2020	02-07-2021	FCO	CPH
THUU	FNV	[REDACTED]	[REDACTED]	09-12-2019	05-13-2021	FNV	CPH
THUU	FUT	[REDACTED]	[REDACTED]	08-24-2020	09-05-2023	FUT	CPH
THUU	FUT	[REDACTED]	[REDACTED]	06-04-2020	07-12-2022	FUT	CPH
THUU	FUT	[REDACTED]	[REDACTED]	06-30-2020	01-23-2022	FUT	CPH
THUU	FUT	[REDACTED]	[REDACTED]	04-28-2020	02-19-2021	FUT	CPH
THUU	FUT	[REDACTED]	[REDACTED]	07-28-2020	04-05-2021	FUT	CPH
THUU	FUT	[REDACTED]	[REDACTED]	11-19-2020	02-26-2023	FUT	CPH
THUU	FUT	[REDACTED]	[REDACTED]	11-25-2020	12-24-2020	FUT	CPH
THUU	FUT	[REDACTED]	[REDACTED]	06-08-2020	07-29-2021	FUT	CPH
THUU	FUT	[REDACTED]	[REDACTED]	06-29-2020	07-29-2021	FUT	CPH
THUU	FUT	[REDACTED]	[REDACTED]	05-29-2020	04-10-2022	FUT	CPH
THUU	FUT	[REDACTED]	[REDACTED]	10-27-2020	12-25-2020	FUT	CPH
THUU	FWY	[REDACTED]	[REDACTED]	07-19-2019	04-20-2021	FWY	CPH
THUU	FNCE	[REDACTED]	[REDACTED]	03-19-2020	12-07-2020	FNCE	CRL
THUU	FNM LSC	[REDACTED]	[REDACTED]	04-17-2020	12-17-2021	FNM LSC	CSA
THUU	FNM LSC	[REDACTED]	[REDACTED]	07-23-2020	12-22-2020	FNM LSC	CSA

GRP.	SPECIFIC..	REG.....	LN.....	ARSD.....	PRD.....	LOC.....	FACL.....
THUU	FNM RSW	[REDACTED]	[REDACTED]	04-27-2020	04-03-2021	FNM RSW	CSA
THUU	FNM RSW	[REDACTED]	[REDACTED]	05-12-2020	09-27-2021	FNM RSW	CSA
THUU	FNM RSW	[REDACTED]	[REDACTED]	09-28-2020	12-26-2020	FNM RSW	CSA
THUU	FNM STF	[REDACTED]	[REDACTED]	07-13-2020	12-09-2020	FNM STF	CSA
THUU	FTXW DEL R	[REDACTED]	[REDACTED]	12-04-2019	11-19-2021	FTXW DEL R	CSA
THUU	FTXW DEL R	[REDACTED]	[REDACTED]	03-04-2020	12-25-2020	FTXW DEL R	CSA
THUU	FTXW ELP	[REDACTED]	[REDACTED]	06-11-2019	11-07-2021	FTXW ELP	CSA
THUU	FTXW LAR	[REDACTED]	[REDACTED]	04-15-2020	09-27-2022	FTXW LAR	CSA
THUU	FTXW MID	[REDACTED]	[REDACTED]	12-12-2019	01-01-2021	FTXW MID	CSA
THUU	FTXW SAN A	[REDACTED]	[REDACTED]	03-10-2020	02-04-2022	FTXW SAN A	CSA
THUU	FCE	[REDACTED]	[REDACTED]	08-05-2019	05-14-2021	FCE	CSC
THUU	FCE	[REDACTED]	[REDACTED]	07-30-2020	03-28-2023	FCE	CSC
THUU	FCE	[REDACTED]	[REDACTED]	10-26-2020	12-18-2020	FCE	CSC
THUU	FCE	[REDACTED]	[REDACTED]	06-30-2020	12-21-2020	FCE	CSC
THUU	FCE	[REDACTED]	[REDACTED]	07-02-2020	01-22-2022	FCE	CSC
THUU	FCE	[REDACTED]	[REDACTED]	08-19-2020	02-28-2024	FCE	CSC
THUU	FCE	[REDACTED]	[REDACTED]	07-09-2020	12-14-2020	FCE	CSC
THUU	FCE	[REDACTED]	[REDACTED]	11-13-2020	09-18-2023	FCE	CSC
THUU	FCE	[REDACTED]	[REDACTED]	07-16-2020	04-10-2022	FCE	CSC
THUU	FCE	[REDACTED]	[REDACTED]	09-09-2020	02-14-2022	FCE	CSC
THUU	FCE	[REDACTED]	[REDACTED]	08-13-2020	12-09-2020	FCE	CSC
THUU	FCE	[REDACTED]	[REDACTED]	09-30-2020	11-15-2021	FCE	CSC
THUU	FCE	[REDACTED]	[REDACTED]	09-24-2020	05-29-2022	FCE	CSC
THUU	FCE	[REDACTED]	[REDACTED]	11-04-2020	12-13-2023	FCE	CSC
THUU	FCE	[REDACTED]	[REDACTED]	06-16-2020	06-15-2023	FCE	CSC
THUU	FCE	[REDACTED]	[REDACTED]	07-23-2020	08-30-2021	FCE	CSC
THUU	FCE	[REDACTED]	[REDACTED]	08-03-2020	12-10-2020	FCE	CSC
THUU	FCE	[REDACTED]	[REDACTED]	08-14-2020	08-24-2021	FCE	CSC
THUU	FCE	[REDACTED]	[REDACTED]	07-02-2020	01-31-2021	FCE	CSC
THUU	FCE	[REDACTED]	[REDACTED]	09-23-2020	06-02-2022	FCE	CSC
THUU	FCE	[REDACTED]	[REDACTED]	07-05-2020	05-24-2021	FCE	CSC
THUU	FCN	[REDACTED]	[REDACTED]	08-05-2020	03-14-2025	FCN	CSC
THUU	FCN	[REDACTED]	[REDACTED]	09-24-2020	09-25-2024	FCN	CSC
THUU	FCN	[REDACTED]	[REDACTED]	09-16-2020	01-11-2021	FCN	CSC
THUU	FCN	[REDACTED]	[REDACTED]	08-12-2020	12-27-2021	FCN	CSC
THUU	FCN	[REDACTED]	[REDACTED]	10-14-2020	03-10-2025	FCN	CSC
THUU	FGQ	[REDACTED]	[REDACTED]	10-14-2020	02-11-2021	FGQ	CSC
THUU	FGQ	[REDACTED]	[REDACTED]	11-18-2020	05-17-2021	FGQ	CSC
THUU	FGQ	[REDACTED]	[REDACTED]	08-06-2020	10-14-2021	FGQ	CSC
THUU	FGQ	[REDACTED]	[REDACTED]	10-29-2020	04-08-2021	FGQ	CSC
THUU	FGQ	[REDACTED]	[REDACTED]	07-29-2020	01-07-2021	FGQ	CSC
THUU	FHI	[REDACTED]	[REDACTED]	05-20-2020	01-25-2021	FHI	CSC
THUU	FHI	[REDACTED]	[REDACTED]	11-17-2020	01-15-2021	FHI	CSC
THUU	FHI	[REDACTED]	[REDACTED]	08-04-2020	01-13-2021	FHI	CSC
THUU	FHI	[REDACTED]	[REDACTED]	07-16-2020	02-22-2023	FHI	CSC

GRP.	SPECIFIC..	REG.....	LN.....	ARSD.....	PRD.....	LOC.....	FACL.....
THUU	FHI			11-02-2020	12-24-2020	FHI	CSC
THUU	FHI			09-23-2020	06-12-2025	FHI	CSC
THUU	FHI			06-18-2020	09-28-2021	FHI	CSC
THUU	FHI			08-13-2020	12-05-2020	FHI	CSC
THUU	FHI			11-09-2020	05-04-2021	FHI	CSC
THUU	FHI			07-15-2020	01-10-2021	FHI	CSC
THUU	FHI			05-14-2020	09-16-2022	FHI	CSC
THUU	FHI			10-28-2020	11-10-2022	FHI	CSC
THUU	FHI			06-08-2020	12-05-2020	FHI	CSC
THUU	FHI			09-24-2020	09-02-2021	FHI	CSC
THUU	FHI			06-24-2020	08-28-2022	FHI	CSC
THUU	FHI			09-17-2020	02-02-2021	FHI	CSC
THUU	FID			09-18-2020	09-09-2022	FID	CSE
THUU	FID			10-06-2020	07-18-2022	FID	CSE
THUU	FID			09-05-2019	03-04-2021	FID	CSE
THUU	FID			11-16-2020	01-24-2021	FID	CSE
THUU	FID			09-30-2020	11-01-2021	FID	CSE
THUU	FMT			12-19-2019	09-17-2022	FMT	CSE
THUU	FMT			09-29-2020	03-20-2021	FMT	CSE
THUU	FMT			03-17-2020	12-29-2021	FMT	CSE
THUU	FMT			06-03-2020	12-03-2020	FMT	CSE
THUU	FMT			08-14-2020	02-11-2021	FMT	CSE
THUU	FMT			09-29-2020	04-03-2021	FMT	CSE
THUU	FMT			09-02-2020	12-07-2020	FMT	CSE
THUU	FMT			10-19-2020	02-03-2021	FMT	CSE
THUU	FMT			09-16-2020	03-09-2021	FMT	CSE
THUU	FOR			11-05-2020	02-24-2021	FOR	CSE
THUU	FOR			06-18-2020	10-11-2028	FOR	CSE
THUU	FOR			05-21-2020	12-18-2020	FOR	CSE
THUU	FOR			09-21-2020	12-14-2020	FOR	CSE
THUU	FOR			03-26-2020	11-28-2021	FOR	CSE
THUU	FOR			11-01-2019	03-20-2021	FOR	CSE
THUU	FOR			08-05-2020	02-05-2021	FOR	CSE
THUU	FOR			10-26-2020	12-23-2020	FOR	CSE
THUU	FOR			11-17-2020	05-31-2021	FOR	CSE
THUU	FWAE			11-17-2020	02-07-2021	FWAE	CSE
THUU	FILS			03-16-2020	12-19-2022	FILS	CST
THUU	FILS			09-03-2019	05-15-2023	FILS	CST
THUU	FILS			11-04-2020	11-21-2023	FILS	CST
THUU	FILS			05-28-2020	11-30-2021	FILS	CST
THUU	FILS			05-27-2020	07-02-2024	FILS	CST
THUU	FILS			07-23-2020	01-31-2029	FILS	CST
THUU	FILS			07-08-2019	05-02-2021	FILS	CST
THUU	FILS			10-16-2020	05-16-2022	FILS	CST
THUU	FILS			06-18-2020	03-11-2021	FILS	CST

GRP.	SPECIFIC..	REG.....	LN.....	ARSD.....	PRD.....	LOC.....	FACL.....
THUU	FILS	[REDACTED]	[REDACTED]	11-19-2020	03-17-2024	FILS	CST
THUU	FILS	[REDACTED]	[REDACTED]	05-28-2020	09-14-2023	FILS	CST
THUU	FILS	[REDACTED]	[REDACTED]	10-09-2020	03-24-2024	FILS	CST
THUU	FILS	[REDACTED]	[REDACTED]	08-27-2020	04-29-2022	FILS	CST
THUU	FILS	[REDACTED]	[REDACTED]	05-04-2020	09-28-2021	FILS	CST
THUU	FILS	[REDACTED]	[REDACTED]	11-23-2020	04-23-2022	FILS	CST
THUU	FILS	[REDACTED]	[REDACTED]	05-13-2020	07-15-2021	FILS	CST
THUU	FILS	[REDACTED]	[REDACTED]	06-04-2020	11-14-2021	FILS	CST
THUU	FILS	[REDACTED]	[REDACTED]	06-24-2020	01-02-2023	FILS	CST
THUU	FILS	[REDACTED]	[REDACTED]	07-10-2020	09-02-2021	FILS	CST
THUU	FMOE	[REDACTED]	[REDACTED]	06-30-2020	06-22-2023	FMOE	CST
THUU	FMOE	[REDACTED]	[REDACTED]	06-25-2020	09-11-2024	FMOE	CST
THUU	FMOE	[REDACTED]	[REDACTED]	07-01-2020	03-01-2026	FMOE	CST
THUU	FMOE	[REDACTED]	[REDACTED]	08-27-2020	08-06-2025	FMOE	CST
THUU	FMOE	[REDACTED]	[REDACTED]	05-11-2020	04-11-2022	FMOE	CST
THUU	FMOE	[REDACTED]	[REDACTED]	07-22-2020	01-14-2023	FMOE	CST
THUU	FMOE	[REDACTED]	[REDACTED]	08-19-2020	03-17-2022	FMOE	CST
THUU	FMOE	[REDACTED]	[REDACTED]	06-16-2020	09-22-2022	FMOE	CST
THUU	FMOE	[REDACTED]	[REDACTED]	05-18-2020	10-08-2025	FMOE	CST
THUU	FMOE	[REDACTED]	[REDACTED]	11-16-2020	03-13-2022	FMOE	CST
THUU	FMOE	[REDACTED]	[REDACTED]	10-01-2020	09-07-2024	FMOE	CST
THUU	FMOE	[REDACTED]	[REDACTED]	07-28-2020	05-21-2024	FMOE	CST
THUU	FMOE	[REDACTED]	[REDACTED]	06-25-2020	10-06-2025	FMOE	CST
THUU	FMOE	[REDACTED]	[REDACTED]	10-22-2019	08-01-2021	FMOE	CST
THUU	FMOE	[REDACTED]	[REDACTED]	05-18-2020	07-13-2023	FMOE	CST
THUU	FMOE	[REDACTED]	[REDACTED]	06-04-2020	05-01-2021	FMOE	CST
THUU	FMOE	[REDACTED]	[REDACTED]	08-12-2020	01-04-2022	FMOE	CST
THUU	FMOE	[REDACTED]	[REDACTED]	08-19-2020	07-29-2026	FMOE	CST
THUU	FMOE	[REDACTED]	[REDACTED]	05-21-2020	03-28-2026	FMOE	CST
THUU	FMOE	[REDACTED]	[REDACTED]	09-03-2020	01-27-2023	FMOE	CST
THUU	FMOE	[REDACTED]	[REDACTED]	07-08-2020	10-19-2026	FMOE	CST
THUU	FMOE	[REDACTED]	[REDACTED]	05-11-2020	02-27-2023	FMOE	CST
THUU	FMOE	[REDACTED]	[REDACTED]	05-27-2020	07-09-2023	FMOE	CST
THUU	FMOE	[REDACTED]	[REDACTED]	05-27-2020	07-20-2024	FMOE	CST
THUU	FMOE	[REDACTED]	[REDACTED]	06-15-2020	04-01-2022	FMOE	CST
THUU	FMOE	[REDACTED]	[REDACTED]	10-22-2020	12-17-2023	FMOE	CST
THUU	FMOE	[REDACTED]	[REDACTED]	06-25-2020	10-28-2021	FMOE	CST
THUU	FMOE	[REDACTED]	[REDACTED]	05-20-2020	10-28-2022	FMOE	CST
THUU	FMOE	[REDACTED]	[REDACTED]	09-08-2020	09-01-2022	FMOE	CST
THUU	FMOE	[REDACTED]	[REDACTED]	07-15-2020	11-26-2023	FMOE	CST
THUU	FMOE	[REDACTED]	[REDACTED]	09-17-2020	08-01-2023	FMOE	CST
THUU	FMOE	[REDACTED]	[REDACTED]	06-25-2020	08-01-2024	FMOE	CST
THUU	FMOE	[REDACTED]	[REDACTED]	07-20-2020	05-03-2024	FMOE	CST
THUU	FMOE	[REDACTED]	[REDACTED]	08-20-2020	02-14-2022	FMOE	CST
THUU	FMOE	[REDACTED]	[REDACTED]	06-02-2020	05-24-2022	FMOE	CST

GRP.	SPECIFIC..	REG.....	LN.....	ARSD.....	PRD.....	LOC.....	FACL.....
THUU	FMOE	[REDACTED]	[REDACTED]	06-18-2020	01-22-2023	FMOE	CST
THUU	FMOE	[REDACTED]	[REDACTED]	06-11-2020	07-19-2021	FMOE	CST
THUU	FMOE	[REDACTED]	[REDACTED]	09-15-2020	12-15-2021	FMOE	CST
THUU	FMOE	[REDACTED]	[REDACTED]	10-14-2020	10-29-2021	FMOE	CST

# EXHIBIT H



**U.S. Department of Justice**  
Federal Bureau of Prisons

**C H A N G E   N O T I C E**

OPI: CPD/CPB  
NUMBER: 5100.08, CN-1  
DATE: September 4, 2019

**Inmate Security Designation and Custody  
Classification**

/s/

*Approved:* Kathleen Hawk Sawyer  
Director, Federal Bureau of Prisons

This Change Notice (CN) implements the following changes to Program Statement 5100.08, **Inmate Security Designation and Custody Classification**, dated September 12, 2006, in light of the FIRST STEP Act.

The highlighted text was added to **INTRODUCTION:**

The Bureau of Prisons shall designate the place of the prisoner's imprisonment, and shall, subject to bed availability, the prisoner's security designation, the prisoner's programmatic needs, the prisoner's mental and medical health needs, any request made by the prisoner related to faith-based needs, recommendations of the sentencing court, and other security concerns of the Bureau of Prisons, place the prisoner in a facility as close as practicable to the prisoner's primary residence, and to the extent practicable, in a facility within 500 driving miles of that residence.

The highlighted text was added and the deleted text is struck through in **Chapter 5, MANAGEMENT VARIABLES AND PUBLIC SAFETY FACTORS:**

D **Release Residence.** The Bureau of Prisons attempts to place each inmate in an institution that is reasonably close to the anticipated release area. ~~Ordinarily, placement within 500 miles of the release area is to be considered reasonable, regardless of whether there may be an institution closer to the inmate's release area.~~ To the extent practicable, placement to the closest facility within 500 driving miles of the release area will be considered reasonable, subject to bed availability, the prisoner's security designation, the prisoner's programmatic needs, the prisoner's mental and medical health needs, any request made by the

prisoner related to faith-based needs, recommendations of the sentencing court, and other security concerns of the Bureau of Prisons. This MGTB may also apply to inmates who are within 36 months of release.

E Following are example situations: facility activation; population pressures affecting available appropriate-level bed space within 500 driving miles of the inmate's anticipated release residence; gang/security concerns.

Additionally highlighted text was added and the deleted text is struck through in **Chapter 7, Institution Classification Transfers.**

**2. NEARER RELEASE TRANSFERS (Code 313).** Once the inmate has been transferred within 500 driving miles of his or her release residence, ~~no further referrals will be made for nearer release transfer consideration.~~ further referrals can be considered for nearer release transfer consideration subject to bed availability, the prisoner's security designation, the prisoner's programmatic needs, the prisoner's mental and medical health needs, any request made by the prisoner related to faith-based needs, recommendations of the sentencing court, and other security concerns of the Bureau of Prisons.



# Program Statement

**OPI:** CPD/CPB  
**NUMBER:** P5100.08  
**DATE:** 9/12/2006  
**SUBJECT:** Inmate Security  
Designation and Custody  
Classification

**1. PURPOSE AND SCOPE.** This Program Statement provides policy and procedure regarding the Bureau of Prisons inmate classification system. The classification of inmates is necessary to place each inmate in the most appropriate security level institution that also meets their program needs and is consistent with the Bureau's mission to protect society.

The Bureau's classification, designation and redesignation procedures are consistent with the statutory authority contained in 18 U.S.C. § 3621(b). All classification, designation and redesignation decisions are made without favoritism given to an inmate's social or economic status.

**2. PROGRAM OBJECTIVES.** The expected results of this Program Statement are:

a. Each inmate will be placed in a facility commensurate with their security and program needs through an objective and consistent system of classification which also allows staff to exercise their professional judgement; and,

b. Staff will systematically and objectively review an inmate's classification making the environment in which they are housed safer for both inmates and staff while protecting the public from undue risk.

**3. SUMMARY OF CHANGES.** This revision incorporates Executive Staff decisions 03-04-05 and 99-03-03, as well as other procedural changes such as the movement of most designation/redesignation functions (04-08-17) to the Designation and Sentence Computation Center (DSCC), Grand Prairie, Texas.

a. The scoring item "Type of Prior Commitment" has been replaced with "Criminal History Score." (Chapter 4, Page 8 and Chapter 6, Page 5)

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9/12/2006  
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#### **PUBLIC SAFETY FACTORS**

A Public Safety Factor (PSF) is relevant factual information regarding the inmate's current offense, sentence, criminal history or institutional behavior that requires additional security measures be employed to ensure the safety and protection of the public. Public Safety Factors are normally applied on the Inmate Load and Security Designation Form (BP-337) prior to an inmate's initial assignment to an institution, however, additions or deletions may be made at anytime there after via the Custody Classification Form, (BP-338). A maximum of three PSFs may be applied, however if more than three apply, those which would provide the greatest security and public safety will be utilized.

<b><u>CODE</u></b>	<b><u>PSF - DESCRIPTION</u></b>
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<b>A</b>	<b>None.</b> No Public Safety Factors apply.
<b>B</b>	<b>Disruptive Group.</b> A <b>male</b> inmate who is a validated member of a Disruptive Group identified in the Central Inmate Monitoring System will be housed in a High security level institution, unless the PSF has been waived.  At the time of initial designation, if the Presentence Investigation Report or other documentation identifies the inmate as a possible member of one of the Central Inmate Monitoring Disruptive Groups, DSCC staff will enter a PSF on the BP-337. However, DSCC staff will not enter the CIM assignment "Disruptive Group." Upon loading this PSF on a not-yet-validated member, DSCC staff will (1) make a notation in the Remarks Section to indicate the need for validation upon arrival at the institution, and (2) notify the Central Office Intelligence Section, via GroupWise, to advise them of the inmate's status. Upon the inmate's arrival at the designated institution, the intake screener will notify the institution's Special Investigation Supervisor of the inmate's PSF, to initiate the validation process.
<b>C</b>	<b>Greatest Severity Offense.</b> A <b>male</b> inmate whose current term of confinement falls into the "Greatest Severity" range according to the Offense Severity Scale (Appendix A) will be housed in at least a Low security level institution, unless the PSF has been waived.

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F

**Sex Offender.** A **male** or **female** inmate whose behavior in the current term of confinement or prior history includes one or more of the following elements will be housed in at least a Low security level institution, unless the PSF has been waived. A conviction is not required for application of this PSF if the Presentence Investigation Report (PSR), or other official documentation, clearly indicates the following behavior occurred in the current term of confinement or prior criminal history. If the case was dismissed or nolle prosequi, application of this PSF cannot be entered.

However, in the case where an inmate was charged with an offense that included one of the following elements, but as a result of a plea bargain was not convicted, application of this PSF should be entered.

**Example:** According to the PSR, the inmate was specifically described as being involved in a Sexual Assault but pled guilty to Simple Assault.

Based on the documented behavior, application of this PSF should be entered:

- (1) Engaging in sexual contact with another person without obtaining permission to do so (forcible rape, sexual assault or sexual battery);
- (2) Possession, distribution or mailing of child pornography or related paraphernalia;
- (3) Any sexual contact with a minor or other person physically or mentally incapable of granting consent (indecent liberties with a minor, statutory rape, sexual abuse of the mentally ill, rape by administering a drug or substance);
- (4) Any sexual act or contact not identified above that is aggressive or abusive in nature (e.g., rape by instrument, encouraging use of a minor for prostitution purposes, incest, etc.). Examples may be documented by state or Bureau of Prisons' incident reports, clear NCIC entries, or other official documentation;
- (5) Attempts are to be treated as if the sexual act or contact was completed; and/or,
- (6) Any offense referenced in the Sex Offender Notification and Registration Program Statement.

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CODE      PSF - DESCRIPTION

**G**      **Threat to Government Officials.** A **male** or **female** inmate classified with a Central Inmate Monitoring assignment of Threat to Government Official will be housed in at least a Low security level institution, unless the PSF has been waived.

**H**      **Deportable Alien.** A male or female inmate who is not a citizen of the United States. All long-term detainees will have this PSF applied. When applied, the inmate or the long-term detainee shall be housed in at least a Low security level institution.

The PSF shall not be applied, or shall be removed when the U.S. Immigration and Customs Enforcement (ICE) or the Executive Office for Immigration Review (EOIR) have determined that deportation proceedings are unwarranted or there is a finding not to deport at the completion of deportation proceedings. The Institution Hearing Program CMA of NO IHP or IHP CMP ND will then be applied. Additionally, the PSF shall not be applied if the inmate has been naturalized as a United States citizen.

**I**      **Sentence Length.** A **male** inmate with more than ten years remaining to serve will be housed in at least a Low security level institution unless the PSF has been waived.

A **male** inmate with more than 20 years remaining to serve will be housed in at least a Medium security level institution, unless the PSF has been waived.

A **male** inmate with more than 30 years remaining to serve (including non-parolable LIFE sentences) will be housed in a High security level institution unless the PSF has been waived.

**K**      **Violent Behavior.** A **female** inmate whose current term of confinement or history involves two convictions (or findings of commission of a prohibited act by the DHO) for serious incidents of violence within the last five years will be assigned to at least a Low security level institution, unless the PSF has been waived.

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L

**Serious Escape.** A **female** inmate who has been involved in a serious escape within the last ten years, including the current term of confinement, will be assigned to the Carswell Administrative Unit, unless the PSF has been waived.

A **male** inmate who has escaped from a secure facility (prior or instant offense) with or without the threat of violence or who escapes from an open institution or program with a threat of violence will be housed in at least a Medium security level institution, unless the PSF has been waived.

M

**Prison Disturbance.** A **male** or **female** inmate who was involved in a serious incident of violence within the institution and was found guilty of the prohibited act(s) of Engaging, Encouraging a Riot, or acting in furtherance of such as described in, but not limited to institution disciplinary codes such as 103, 105, 106, 107, 212, 213 or 218. Such a finding must be in conjunction with a period of simultaneous institution disruptions. Males will be housed in at least a HIGH security level institution and females will be assigned to the Carswell Administrative Unit, unless the PSF has been waived.

N

**Juvenile Violence.** A **male** or **female** offender, currently of juvenile age, who has any documented single instance of violent behavior, past or present, which resulted in a conviction, a delinquency adjudication, or finding of guilt. Violence is defined as aggressive behavior causing serious bodily harm or death or aggressive or intimidating behavior likely to cause serious bodily harm or death (e.g., aggravated assault, intimidation involving a weapon, or arson).

O

**Serious Telephone Abuse.** A **male** or **female** inmate who utilizes the telephone to further criminal activities or promote illicit organizations and who meets the criteria outlined below, must be assigned a PSF for Serious Telephone Abuse. A conviction is **not required** for the PSF if the Presentence Investigation Report (PSR) or other official documentation clearly indicates that the above behavior occurred or was attempted. An inmate who meets this criteria must be housed in at