

Federal Location Monitoring Revision and
Implementation Guidance
December 2010

The revised Interagency Agreement between the Administrative Office of the U.S. Courts- Office of Probation and Pretrial Services (AOUSC-OPPS) and the Federal Bureau of Prisons (BOP), as authorized under 18 U.S.C. §§ 3603(6) and 3624(c)(3), presents a new opportunity to expand the Federal Location Monitoring (FLM) program for BOP inmates in a manner that is both cost-effective and consistent with evidence-based practices.

The AOUSC-OPPS and BOP recommend that each U.S. probation office (USPO) and Community Corrections Management (CCM) office thoroughly review the attached guidance provided here and the attachments.

It is recommended that each USPO and CCM office appoint a local implementation team to (1) review the guidance, (2) fully assess the local implications of the revised Interagency Agreement, and (3) determine what, if any, modifications or addenda might be helpful locally. U.S. probation implementation teams should include at least one manager and one location monitoring staff member. BOP implementation teams should include the Community Corrections Manager and other appropriate staff, to include the CCM office and/or Regional Management Team. Once staff are familiar with the materials, a meeting should be scheduled to devise an implementation strategy. Maintaining clear lines of communication between the two agencies is crucial.

The FLM is currently available in most districts, and efforts are being made by the AOUSC-OPPS to have the FLM operational in all offices. Through joint meetings with the districts, CCMs will learn the extent to which offices are facilitating the FLM and which offices still need to implement the program.

Background

The FLM program for BOP inmates has been in operation since the early 1990s. In keeping with 18 U.S.C. §§ 3603(6) and 3624(c)(3), the BOP may request U.S. Probation offices to accept inmates directly onto supervision on some form of location monitoring during the final 10% of the term of imprisonment, not to exceed 6 months, whichever is less. Typically, inmates referred to FLM by-pass the traditional Residential Reentry

Center (RRC) placement, or are placed on FLM after a brief stay in an RRC. The operation of the FLM program is memorialized in an Interagency Agreement between BOP and the AOUSC-OPPS that is updated annually.

Traditionally, BOP referred virtually all inmates for RRC placement; typically, the only inmates who were referred to the FLM program were inmates who had previously been rejected by the local RRC, often due to significant risk factors, or medical reasons. Not surprisingly, U.S. probation officers were reluctant to accept supervision of these inmates any sooner than required i.e., before the beginning of their Term of Supervised Release (TSR)

In June 2009, staff from the BOP and the AOUSC-OPPS began reevaluating the structure and function of the FLM program for BOP inmates. The primary concern was the low-level of district participation. For example, during Fiscal Year 2009, the program averaged only 90 inmates on any given day; approximately 20 districts out of 94 were participating. Several factors were cited as contributing to this problem, including: (1) U.S. probation offices lacking discretion over BOP dictated supervision requirements, (2) a lack of communication at the district/CCM/institution level, and (3) a lack of program promotion at the national level.

During the past year, the Interagency Agreement was modified to expand the program in a manner that is both cost-effective and consistent with evidence-based practices. The primary changes are (1) targeting primarily **minimum-security** inmates for FLM participation (as determined by the BOP Custody Classification tool, (the BP 338), (2) specifying U.S. probation supervision policies as applicable to program participants, and (3) further clarifying roles and responsibilities between the BOP and U.S. Probation.

BOP estimates that 6,500 inmates releasing in FY 2011 could meet the eligibility requirements under the new Interagency Agreement, with an average stay of 122 days. There are significant cost differences between RRC placement and supervision on location monitoring.

Costs of FLM Program versus RRCs

Use of the FLM is cost-effective. The average daily cost for supervising a BOP inmate on FLM is far less than the per diem cost of an RRC or even home detention monitored by an RRC.

Second, RRC bed space is limited, and newly released inmates get first priority. However, many districts use the RRCs as a last-chance intermediate sanction for non-compliant supervised releasees, and BOP strongly supports this type of intermediate sanction. The lack of bed space greatly reduces the viability of an intermediate sanction program because swift and certain RRC placement is not available for noncompliant offenders who would otherwise be eligible. Additionally, the Second Chance Act of 2007 removed BOP's previous restrictions on the amount of time that inmates may spend in community confinement; inmates may now be considered for RRC placements of up to 12 months. The new Interagency Agreement therefore also helps assure more bed space for medium-and-high risk inmates in need of more intensive transitional services and programming.

Responsibilities

Acceptance of Inmates by U.S. Probation

The revised Interagency Agreement between the AOUSC-OPPS and BOP states that "Absent extenuating circumstances, the U.S. probation office will accept inmates referred" to the program. Final discretion, however, rests with each probation office. The Agreement assumes that the BOP will be referring its lowest-risk inmates, based upon the selection criteria. These inmates will primarily be coming to FLM from BOP camp facilities; they should not present any major supervision challenges. Generally, FLM program participants should fit the profile of offenders who, except for the location monitoring component, are placed on low-intensity supervision. Starting supervision early will also provide an opportunity to assess eligibility for early termination.

Referring inmates to the FLM program

Institution staff must first identify inmates eligible for placement based on the individualized assessment and then refer them to the CCM. The CCM must also then refer them to the U.S. probation office. Within 30 days of receiving the CCM's referral, the U.S. probation office should conduct an investigation of the inmate and inform the CCM if the inmate is accepted. The probation office should follow its normal pre-release investigation process, with the additional assessments related to the installation of FLM technology (e.g., availability of a telephone line). Officers should pay particular attention in conducting criminal record checks to make sure there are no outstanding local warrants for the

inmate.

Actions needed by Unit Teams and CCM offices

As a result of the Second Chance Act, individualized assessments are required of each inmate to evaluate the risk of recidivism and reentry needs. When inmates are assessed for pre-release planning, RRC placement and home detention are considered, the latter being considered for inmates who do not need, or no longer need, a structured RRC environment.

Institution staff will indicate on the referral that based on their individualized assessment, they are recommending an inmate for direct placement on home detention. CCM staff will review the referral and make a determination based on available resources in the area, as to which community based program is to be utilized. Should CCM staff have a concern about the placement recommendation, the referring institution will be contacted. CCM staff are not to unilaterally deny RRC referrals or adjust placement dates, unless these determinations can be linked directly to a lack of RRC bedspace or fiscal resources.

Time constraints of location monitoring?

Inmates should be installed "upon release." Absent extenuating circumstances, this should be within 24 hours of their release from an institution. Thus, BOP needs to assure that inmates are released on Tuesdays through Thursday to facilitation FLM Placement.

Violations

The U.S. probation office will report serious noncompliance that officers become aware of, e.g., drug use, absconding, or new criminal charges, to the CCM (b)(7)(E); (b)(7)(F) Officers are to initially telephone or email the CCM to advise of the noncompliance and to recommend a course of action, and will follow up with a written description of the noncompliance. Officers are not required to complete the BOP-A205 Incident Report.

Removal from FLM program

Both the U.S. probation office and the CCM have the authority to remove an inmate from the program. Generally there

should be agreement as to the most appropriate course of action.

Supervision conditions in the Judgment

The Term of Supervised Release has not yet commenced when inmates are in the FLM program. However, inmates are required to review and sign the Conditions of Home Detention form, BP-A0460, before they are accepted into the program. The probation officer will likewise review the form with the inmate and may choose to have the inmate sign the form again. Officers should also prepare and have the inmate sign the Location Monitoring Participant Agreement (Prob 61) as they would with any other LM case.

Use of alcohol

Inmates are prohibited from drinking any alcoholic beverages. If officers become aware of alcohol in an inmate's residence, the officer should respond as if the inmate were an offender with a no alcohol condition.

Payment of fine and restitution while in the program

While inmates in custody are strongly encouraged to contribute toward their fines and restitution, they are not required to make such payments. Officers, however, can encourage those inmates who have the financial means to begin making payments.

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.

(b)(7)(E); (b)(7)(F)

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 (b)(7)(E); (b)(7)(F)

(b)(7)(E); (b)(7)(F)

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 (b)(7)(E); (b)(7)(F)
(18 U.S.C. § 3624(g)(2)(A)(ii)).

Approved leave schedules (b)(7)(E); (b)(7)(F)

(b)(7)(E); (b)(7)(F)

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 (b)(7)(E); (b)(7)(F)
(b)(7)(E); (b)(7)(F) (e.g., barber or salon, grocery shopping, banking, parent/teacher meetings, bill payment).
8. Take officer-approved discretionary leave (b)(7)(E); (b)(7)(F)
(b)(7)(E); (b)(7)(F) (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

(b)(7)(E); (b)(7)(F)

(b)(7)(E); (b)(7)(F)

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 (b)(7)(E); (b)(7)(F) 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 (b)(7)(E); (b)(7)(F)
2. The USPO will report other noncompliance to the RRM (b)(7)(E); (b)(7)(F) (b)(7)(E); (b)(7)(F) (b)(7)(E); (b)(7)(F) Upon receiving notice of other noncompliance, the RRM shall respond to the district (b)(7)(E); (b)(7)(F)
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 (b)(7)(E)
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

(b)(6); (b)(7)(C)

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

(b)(6); (b)(7)(C)

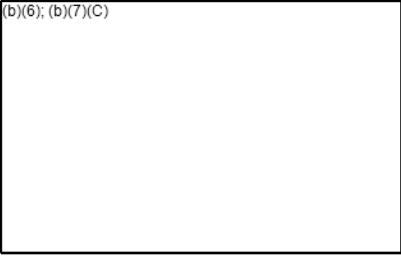
Administrator
Residential Reentry Management Branch
Reentry Services Division
Federal Bureau of Prisons
400 First Street, NW
Washington, DC 20534

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

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Date

Administrative Office of the U.S. Courts

(b)(6); (b)(7)(C)

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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

(b)(7)(E)

AOUSC Accounting Information

(b)(7)(E)

SIGNATURES

(b)(6); (b)(7)(C)

Date

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

(b)(6); (b)(7)(C)

Date

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

BOP-USPO FLM REFERRAL

SHARED CHECKLIST

Inmate Name _____

Reg. Number _____

Proposed Start date _____

Completion date _____

Preliminary Screening

Identify FLM category and confirm ALL respective criteria are met:

☐ Traditional FLM

☐ Minimum or Low Risk by PATTERN

☐ Less than 6 months to serve, or 10 percent of sentence, which is ever less *

☐ Not in need of RRC services

☐ Elderly Home Confinement

☐ 60 years old or older

☐ Completed two-thirds of sentence

☐ Neither instant offense nor history of: violent offenses, sex offenses, espionage, or terrorism

☐ Not a life sentence

☐ No history of escape nor attempted escape

☐ Terminally Ill

☐ Deemed by BOP to need a nursing home, intermediate care, or diagnosed with a terminal illness

☐ Neither instant offense nor history of: violent offenses, sex offenses, espionage, or terrorism

☐ No history of escape nor attempted escape

☐ Earned Time Credit

To Be Determined

Public Safety Factor Scores

☐ None of the following Public Safety Factor Scores: Violent Behavior, Serious Escape, Prison disturbance, or juvenile violence

Secondary Screening

☐ Anticipated medical needs

☐ BOP medical records attached

☐ Health care and/or medication availability confirmed in advance by BOP

☐ Transportation to and from medical services confirmed in advance by BOP

☐ No anticipated medical needs

☐ Other services or interventions required

☐ Employment Anticipated

☐ Self-Pay Anticipated

☐ **Accepted**

☐ **Denied**

Basis of Denial:

* During the Covid 19 National Emergency, these time frame limits have been lifted by the Attorney General under authority of the CARES Act.

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. (b)(7)(E); (b)(7)(F)

(b)(7)(E); (b)(7)(F)

(b)(7)(E); (b)(7)(F)

(b)(7)(E); (b)(7)(F)

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 (b)(7)(E); (b)(7)(F)

(b)(7)(E); (b)(7)(F)

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 (b)(7)(E); (b)(7)(F)
(18 U.S.C. § 3624(g)(2)(A)(ii)).

Approved leave schedules (b)(7)(E); (b)(7)(F)

(b)(7)(E); (b)(7)(F)

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 (b)(7)(E); (b)(7)(F)
(b)(7)(E); (b)(7)(F) (e.g., barber or salon, grocery shopping, banking, parent/teacher meetings, bill payment).

8. Take officer-approved discretionary leave [REDACTED] [REDACTED] 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 (b)(7)(E); (b)(7)(F)

(b)(7)(E); (b)(7)(F)

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 (b)(7)(E); (b)(7)(F) 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 (b)(7)(E); (b)(7)(F)
2. The USPO will report other noncompliance to the RRM (b)(7)(E); (b)(7)(F) (b)(7)(E); (b)(7)(F) (b)(7)(E); (b)(7)(F) Upon receiving notice of other noncompliance, the RRM shall respond to the district (b)(7)(E); (b)(7)(F)
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, sex offender treatment) and computer monitoring.

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 Transitional Housing

1. The BOP will reimburse the AOUSC for the actual costs of transitional housing in areas where a Residential Reentry Center is not readily available or feasible. Transitional housing if requested will be approved at the time of program referral for up to 90 days after arrival of the prerelease inmate. District enrollment for such services must be approved in advance by the designated RRM to ensure full reimbursement. Selection of housing rests solely with the USPO. BOP will not reimburse for inmate food expenses but Wardens may approve an increase in the inmate's release gratuity if requested by the RRM in advance.
2. Duration of transitional housing may exceed 90 days upon approval of the Assistant Administrator Residential Reentry Management Branch.

E. Cost of Substance Abuse Testing and Treatment and Other Services

1. The BOP will reimburse the AOUSC for the actual costs of program services (i.e., substance abuse testing, cognitive behavioral therapy, computer monitoring 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.

F. 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.
 - Transitional Housing.
 - 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 (b)(7)(E)
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

(b)(6); (b)(7)(C)

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

(b)(6); (b)(7)(C) 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

(b)(6); (b)(7)(C)

Date

Administrative Office of the U.S. Courts

(b)(6); (b)(7)(C)

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 2021**

1. The following is a summary of the estimated costs of the Federal Location Monitoring Program Agreement for FY 2021:
 - a. Supervision Costs
 - b. Location Monitoring Costs
 - c. Substance Use Disorder Testing and Treatment, Mental Health Treatment, Cognitive Behavioral Treatment, Sex Offender Treatment, Vocational Training Services Costs, Computer Monitoring and Transitional Housing Costs
 - d. Nonemergency Medical Expenses
 - e. Target FLM Prerelease Inmate Population: 1,000
 - f. Total: \$ 2,500,000.00
2. Based on the above estimates, the cost of this Agreement is not to exceed \$ 2,500,000.00

3. BOP Accounting Information

(b)(7)(E)
Information

(b)(7)(E)

AOUSC Accounting

(b)(7)(E)

