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CONFIDENTIAL TREATMENT REQUESTED

August 19, 2024

VIA E-MAIL

The Honorable Elizabeth Warren
United States Senate
309 Hart Senate Office Building
Washington, DC 20515-6216

Re: July 26, 2024 Letter to CoreCivic, Inc.

Dear Senator Warren:

On behalf of CoreCivic, Inc. ("CoreCivic" or the "Company"), I write in response to your letter, dated July 26, 2024, regarding electronic monitoring services provided by Recovery Monitoring Solutions, Inc. ("RMS"). As we communicated in a telephone call with your staff on August 5, 2024, CoreCivic understands the importance of your inquiry and appreciates the extension of time provided by your staff to submit this response.

CoreCivic was founded in 1983. Since its founding, the Company has provided correctional and detention management services to local, state, and federal governments. In addition to providing fundamental residential services, CoreCivic's correctional, detention, and reentry facilities offer a variety of rehabilitation and educational programs, including basic education, faith-based services, life skills and employment training, and substance abuse treatment. CoreCivic acquired RMS in 2019. Now a wholly owned subsidiary, RMS is part of CoreCivic Community, one of CoreCivic's operating segments. Among other offerings, CoreCivic Community provides non-residential services intended to assist people transitioning from incarceration or to avoid incarceration altogether.

In the U.S., a number of companies offer different types of electronic monitoring services to federal, state, and/or local jurisdictions for the purpose of location tracking. These may include original equipment manufacturers of hardware, such as GPS or radio devices and related equipment; developers of software platforms used to transmit information about electronic monitoring to authorizing agencies or jurisdictions; providers of case management services; or a combination thereof.

With regard to electronic location monitoring, RMS specializes in offering monitoring devices as well as support services to referring authorities— usually courts, probation, pretrial services, or agencies— in the U.S. RMS provides these services to referring jurisdictions solely at the state, county, and municipal levels. Currently, RMS does not provide monitoring services

to any federal agency.¹ Further, RMS does not manufacture or sell electronic monitoring equipment, nor does the Company develop software platforms for use by agencies or jurisdictions engaged in electronic monitoring. Instead, RMS integrates electronic monitoring equipment and software platforms licensed from another provider to provide value-add services to its government partners. These services include data management and reporting to the referring authority. RMS provides data about electronic monitoring participants only as required by a court order or parameters established by an agreement with the referring authority.

Set forth below is additional information about the electronic monitoring services RMS provides to referring authorities. Consistent with your letter, this response is focused on the services RMS provides to track and manage the location of electronic monitoring participants while they are awaiting trial, are on probation or parole, are re-entering the community from incarceration, or are at other stages within the criminal justice system. It is important to note that in providing these services, RMS does not determine criminal sentences, place individuals on probation or diversion, or determine eligibility for placement on electronic monitoring. Further, RMS does not issue fines or decide if the payor of electronic monitoring services will be the jurisdiction, other supervisory agency, or the individual participant subject to electronic monitoring based on an order from a referring authority. These are decisions made by the referring authority.

Terms and Conditions of Electronic Monitoring

As stated above, RMS has no role in establishing, changing, or extending the terms and conditions of monitoring established by the referring authority. Instead, RMS' work and the type of data it reports are defined by the scope of services provided by a referring authority. Whether it is a court order, an agreement between RMS and the referring authority, such as probation services, or a standing protocol established by a court, the referring authority—not RMS—determines the terms, schedules, zones, and the type of equipment used for participants in electronic monitoring. RMS allows for travel or changes to scheduling, such as requests for home leave, only when authorized or directed by the referring authority or supervising officer. Otherwise, RMS does not modify the parameters of monitoring.

RMS provides notifications to the contracting agency or relevant authority automatically or by email after reviewing a relevant event. If the data RMS receives indicates a violation of the terms set by that authority—for example, a participant violates a curfew ordered by a court—RMS provides this information to the officer of record consistent with the agreement or court order. The information provided typically includes certain participant identifiers and relevant time stamps or information about where a reportable event occurred.

¹ As you might be aware, the Department of Homeland Security Immigration and Customs Enforcement (“ICE”) agency in 2020 awarded a contract for electronic monitoring and supervision services under the Intensive Supervision and Appearance Program (“ISAP”) to one provider, BI incorporated, a subsidiary of The GEO Group. See <https://govtribe.com/award/federal-idv-award/indefinite-delivery-contract-70cdcr20d00000011>. The contract is valued at more than \$2 billion dollars over a five-year contract period. Based on publicly available information, GEO has held this contract for over twenty years.

Only the referring authority determines whether there is a violation and any consequences of that violation.

Fees and Payment

RMS does not determine whether a participant in electronic monitoring pays for these services. Rather, the referring authority which contracts with RMS for these services determines whether the relevant jurisdiction pays the fees for electronic monitoring directly to RMS or whether the participant who receives electronic monitoring must pay the fees associated with their monitoring. The entity or individual responsible for payment is specified in the service agreement between RMS and that jurisdiction. Currently, RMS has no hybrid pay arrangements and the majority of RMS contracts are designated as participant pay by the referring authority.

In some jurisdictions, pricing and fee arrangements are determined by a formal request for proposal process. If multiple proposals are submitted, the government jurisdiction determines whether to select one or more providers of electronic monitoring services. The amount that RMS may charge for electronic monitoring services is set forth in the contract with the referring authority and does not provide for adjustments in price (either increases or decreases) over the period of the contract. Similarly, RMS' contracts with referring authorities do not allow the Company to modify or change unilaterally the prices it charges (either to the referring authority or the participant) after the contract is finalized. Whether an installation fee is charged is also determined by the contracting jurisdiction and memorialized in the contract. Further, once an authority refers an individual to RMS for electronic monitoring, RMS is not responsible for establishing a participant's ability to pay and is bound by the relevant order or scope of services. In some cases, a judge may waive fees if an individual is indigent. That is ultimately the court's decision.

When a participant is responsible for paying for electronic monitoring services, RMS sets up the payment arrangements with the participant consistent with the fees determined in the service agreement with that jurisdiction. RMS issues invoices electronically or by mail. All fees and payment terms are outlined in the participant agreement provided before electronic monitoring begins. And, as discussed, some items like installation fees and charges for lost, damaged, or stolen equipment vary from contract to contract.

If RMS does not receive timely payment from a participant, it will remind the participant of balances due consistent with its the monthly invoice procedures, including text messaging, and phone calls to participants to discuss balances. Outside of the standard monthly invoice that will show the amount in arrears, there is no separate notification provided to a participant in the event of non-payment. Some contracts with referring agencies direct RMS to inform the referring authority of outstanding balances or arrears, usually after 30-60 days of non-payment. The court is responsible for determining how to address non-payment of electronic monitoring fees; one option is to discontinue electronic monitoring. RMS will only remove monitoring services after receiving an order from a court and will not otherwise cease services due to non-payment.

In the event of non-payment, RMS does not issue fines to the participant. If equipment is damaged, lost, or destroyed, pursuant to the participant service agreement, RMS may bill the participant. RMS does not sell debt to private collection agencies.

Equipment

RMS does not manufacture or sell electronic monitoring equipment. As disclosed publicly on its website, RMS leases two location monitoring devices from Allied Universal Security (“Allied”): the Allied Universal Tracker 1 body-worn ankle device and the Home Curfew RF Monitoring System 3000 wearable bracelet device. All Allied devices meet or exceed the minimum performance requirements and test methods for location and tracking systems established by the National Institute of Justice.

RMS is responsible for programming the equipment and trains both its staff and participants subject to monitoring on how the equipment works. RMS also provides the participant with a participant agreement that has basic rules and information on the use and care of the devices, including how to maintain, care for, and charge the device, and whom to contact in the event of an emergency.

Data

All of the monitoring data collected by RMS is retained by the companies from which RMS leases or licenses equipment hardware and software, such as Allied. This includes information related to curfew and geographic location, event management notes (i.e., notes on calls to participants or communication with the referring authority), and other personally identifiable information.

RMS routinely collects the following basic data from participants: name; date of birth; social security number; and any other court specifications or identifiers relevant to location monitoring, such as addresses of residence and workplace, or other activities being monitored. The location data collected and subsequently provided to a supervising agency is determined by the scope of service outlined by the referring authority. RMS manages the notifications and reporting to the referring authority and, depending on the relevant protocol, may provide daily summary reports that show data for either compliance or noncompliance. RMS does not otherwise maintain participant data and does not sell data to third parties.

If law enforcement asks for additional information or data outside the scope of the service agreement, RMS typically receives a subpoena or direction from the referring agency before providing that information. Finally, RMS’ contracts with referring authorities do not require the Company to track or report whether a participant is pregnant. As discussed, RMS would allow any travel or schedule adjustments that are authorized by the referring authority.

Provision of this information is not intended to constitute a waiver of the attorney-client privilege, attorney work product, or any other applicable rights or privileges in this or any other

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proceeding. CoreCivic expressly reserves its rights in this regard. We would ask that staff provide us with notice and an opportunity to be heard should it consider disclosure, notwithstanding our request for confidentiality, of any of the information contained herein.

We look forward to continuing to work cooperatively with your staff. Please do not hesitate to contact us with any questions.

Sincerely,



Karen Elizabeth Christian
Counsel for CoreCivic

cc: The Honorable Cory A. Booker
The Honorable Ron Wyden
The Honorable Peter Welch
The Honorable Bernard Sanders
The Honorable Jeffrey A. Merkley
The Honorable Edward J. Markey
The Honorable Tony Cárdenas
The Honorable Sydney Kamlager-Dove
The Honorable David J. Trone
The Honorable Rashida Tlaib
The Honorable Delia C. Ramirez
The Honorable Pamela Jayapal
The Honorable Cori Bush
The Honorable Jasmine Crockett
The Honorable Alexandria Ocasio-Cortez
The Honorable Danny K. David
The Honorable Ayanna Pressley