

## INTRODUCTION

### *INTENT*

It is the active intent of the Tennessee Department of Correction (TDOC) to monitor the Contractor's performance in a continuous and ongoing effort to ensure that all contractual requirements are being fully met in accordance with policy and standards. These expectations are based on the specific terms of the Tennessee Code Annotated, the current standards of the American Correctional Association (ACA), the Corrections Technology Association (CTA), the RFP specifications, and the current TDOC Policies and Procedures as referenced in Attachment Two. Primary responsibility for this monitoring effort will reside with the Central Communications Center of the TDOC.

The TDOC Central Communication Center will be using the Contractor's supplied software to conduct continuous, around the clock monitoring of every offender assigned to wear an electronic monitoring device. When the software is working properly, it should supply location data for a subject offender periodically, around the clock. Additionally, the software, when functioning properly, should reliably detect an effort by the offender to tamper with or remove the monitoring device and generate an alert. A possible fault of the tracking and/or tamper detection systems is indicated if the system fails to send an update of collected data points from a given device within the prescribed interval.

### *DATA FAILURE REVIEW PROCESS*

In the event of a data update failure, TDOC personnel in the field will be dispatched to last indicated location of the associated device and attempt to determine the cause of the failure. If the data failure is found to result from a faulty device (low battery, state of disrepair, etc.) there is no breach.

If the data failure is not associated with a faulty device or not with an actual or apparent tamper (i.e. device not found at last indicated location), it is presumed that the data failure is the result of Contractor software error, and such error would constitute a breach. Liquidated damages will be calculated on the basis of personnel time and resources utilized in response to the failure.

A data failure that is the result of an actual or apparent tamper incident that the Contractor software failed to detect and report would constitute a breach. Liquidated damages will be calculated on the basis of personnel time and resources utilized in response to the data failure, as well as additional personnel time and resources utilized, if any, in operations to locate and apprehend the subject offender.

At the conclusion of an investigation upon the event of data failure, the Department shall share the results with the Contractor. The Contractor shall provide all documents necessary to dispute investigation results at the exit interview. Copies of completed investigations may be forwarded to the Contractor's corporate office and the TDOC's administration. The Contractor may dispute the findings via appeal to the Assistant Commissioner of Community Supervision. The Contractor must specifically address each disputed finding and justification. The TDOC will render a final decision on the appeal to

ATTACHMENT FOUR  
LIQUIDATED DAMAGES

the contractor within ten days (10) of receipt.

For each item reviewed, an adjustment to compensation has been specified as liquidated damages for each non-compliant occurrence. The State shall withhold the monetary amount from the Contractor's compensation for substandard performance in the designated audit areas. The Contractor will be notified in writing and the appropriate deduction will be made in the next monthly payment following the expiration of the appeal deadline. The State may, in its sole discretion, waive an assessment of liquidated damages for a given occurrence of non-compliance, subject to Section E.9. of the Contract between the State and the Contractor.

The schedule of Liquidated Damages outlines the Contractor's compensation areas that are subject to adjustment. This criterion is subject to change at the discretion of the State. The Contractor shall be given a thirty (30) day notice to prepare for any new or changed criterion.

ATTACHMENT FOUR  
LIQUIDATED DAMAGES

Liquidated Damages Event	Liquidated Damages Amount	Method Used to Estimate the Liquidated Damages Amount
<p><b>Contractor software failed to notify the State of a master tamper operating on an available wireless network across the state requiring an Emergency Response.</b></p> <p><b>Master Tamper Score 11-16 = Statewide search of missing offender.</b></p>	<p>\$48,708.00 for the first twenty-four (24) hours of the initial search until offender is returned to custody or the response is downgraded by the Commissioner of the Department of Correction, Assistant Commissioner of Community Supervision or designee.</p>	<p><b>Based upon TDOC Policy #704.12 Global Positioning System Offender Monitoring, Master Tamper Response Protocol Guide, the Master Tamper Response Matrix, CR-3987, and as outlined in Tennessee Code Annotated Section 40-39-302, et seq.</b></p> <p>Hourly salary of a PSU officer which includes a standard 7.5 hour work day plus 16.5 hours of overtime as PSU officers are classified by DOHR as safety sensitive positions which serve on mandatory on-call shift which operates 24/7. (\$20.40 per hour base pay + \$25.95 per hour in overtime).</p>
<p><b>Contractor software failed to notify the State of a master tamper operating on an available wireless network across the state requiring an Elevated Response.</b></p> <p><b>Master Tamper Score 5-10= Regional Search of missing offender</b></p>	<p>\$24,354.00 per day until offender is returned to custody or response level downgraded by the Commissioner of the Department of Correction, Assistant Commissioner of Community Supervision or designee.</p>	<p><b>Based upon TDOC Policy #704.12 Global Positioning System Offender Monitoring, Master Tamper Response Protocol Guide, the Master Tamper Response Matrix, CR-3987, and as outlined in Tennessee Code Annotated Section 40-39-302, et seq.</b></p> <p>Hourly salary of a PSU officer which includes a standard 7.5 hour work day plus 16.5 hours of overtime as PSU officers are classified by DOHR as safety sensitive positions which serve on mandatory on-call shift which operates 24/7. (\$20.40 per hour base pay + \$25.95 per hour in overtime).</p>
<p><b>Contractor software failed to notify the State of a master tamper operating on an available wireless network across the state requiring a Standard Response.</b></p> <p><b>Master Tamper Score 1-4= Local Area Search</b></p>	<p>\$830.25 per day up to maximum of five (5) days for a maximum total of \$4,151.25 or until the offender is returned to custody or all possible leads have been investigated and eliminated as determined by the Commissioner of the Department of Correction, Assistant Commissioner of Community Supervision or designee.</p>	<p><b>Based upon TDOC Policy #704.12 Global Positioning System Offender Monitoring, Master Tamper Response Protocol Guide, the Master Tamper Response Matrix, CR-3987, and as outlined in Tennessee Code Annotated Section 40-39-302, et seq.</b></p> <p>Hourly salary of a PSU officer which includes a standard 7.5 hour work day plus 16.5 hours of overtime as PSU officers are classified by DOHR as safety sensitive positions which serve on mandatory on-call shift which operates 24/7. (\$20.40 per hour base pay + \$25.95 per hour in overtime).</p>

ATTACHMENT FOUR  
LIQUIDATED DAMAGES

Liquidated Damages Event	Liquidated Damages Amount	Method Used to Estimate the Liquidated Damages Amount
<p><b>Contractor software failed to upload collected data points as defined by the supervision level to ensure immediate location access which resulted in an Emergency Response.</b></p> <p><b>Master Tamper Score 11-16 = Statewide Search of missing offender.</b></p>	<p>\$48,708.00 for the first twenty-four (24) hours of the initial search until offender is returned to custody or the response is downgraded by the Commissioner of the Department of Correction, Assistant Commissioner of Community Supervision or designee.</p>	<p><b>Based upon TDOC Policy #704.12 Global Positioning System Offender Monitoring, Master Tamper Response Protocol Guide, the Master Tamper Response Matrix, CR-3987, and as outlined in Tennessee Code Annotated Section 40-39-302, et seq.</b></p> <p>Hourly salary of a PSU officer which includes a standard 7.5 hour work day plus 16.5 hours of overtime as PSU officers are classified by DOHR as safety sensitive positions which serve on mandatory on-call shift which operates 24/7. (\$20.40 per hour base pay + \$25.95 per hour in overtime).</p>
<p><b>Contractor software failed to upload collected data points every ten (10) minutes to ensure immediate location access which resulted in an Elevated Response.</b></p> <p><b>Master Tamper Score 5-10 = Regional Search of missing offender.</b></p>	<p>\$24,354.00 per day until offender is returned to custody or response level downgraded by the Commissioner of the Department of Correction, Assistant Commissioner of Community Supervision or designee.</p>	<p><b>Based upon TDOC Policy #704.12 Global Positioning System Offender Monitoring, Master Tamper Response Protocol Guide, the Master Tamper Response Matrix, CR-3987, and as outlined in Tennessee Code Annotated Section 40-39-302, et seq.</b></p> <p>Hourly salary of a PSU officer which includes a standard 7.5 hour work day plus 16.5 hours of overtime as PSU officers are classified by DOHR as safety sensitive positions which serve on mandatory on-call shift which operates 24/7. (\$20.40 per hour base pay + \$25.95 per hour in overtime).</p>
<p><b>Contractor software failed to notify the State of a Master Tamper operating on a 4G network across the state requiring a Standard Response.</b></p> <p><b>Master Tamper Score 1-4= Local Area Search</b></p>	<p>\$830.25 per day up to maximum of five (5) days for a maximum total of \$4,151.25 or until the offender is returned to custody or all possible leads have been investigated and eliminated as determined by the Commissioner of the Department of Correction, Assistant Commissioner of Community Supervision or designee.</p>	<p><b>Based upon TDOC Policy #704.12 Global Positioning System Offender Monitoring, Master Tamper Response Protocol Guide, the Master Tamper Response Matrix, CR-3987, and as outlined in Tennessee Code Annotated Section 40-39-302, et seq.</b></p> <p>Hourly salary of a PSU officer which includes a standard 7.5 hour work day plus 16.5 hours of overtime as PSU officers are classified by DOHR as safety sensitive positions which serve on mandatory on-call shift which operates 24/7. (\$20.40 per hour base pay + \$25.95 per hour in overtime).</p>

ATTACHMENT FOUR  
LIQUIDATED DAMAGES

Liquidated Damages Event	Liquidated Damages Amount	Method Used to Estimate the Liquidated Damages Amount
<p><b>Contractor software failed to monitor the wearer's location, movement and rate of movement every sixty (60) seconds as set forth in section A.4.e. of the contract.</b></p>	<p>\$20.40 per hour up to seven and a half (7.5) hours + an additional \$25.95 per hour per impacted officer assigned to be supervised under Electronic Monitoring until the exclusion zone notification feature is fixed and determined to be in appropriate working condition by the Commissioner of the Department of Correction, Assistant Commissioner of Community Supervision or designee.</p>	<p><b>Based upon TDOC Policy #704.12 Global Positioning System Offender Monitoring and as outlined in Tennessee Code Annotated Section 40-39-302, et seq.</b></p> <p><b>Hourly salary of a PSU officer which includes a standard 7.5 hour work day plus 16.5 hours of overtime as PSU officers are classified by DOHR as safety sensitive positions which serve on mandatory on-call shift which operates 24/7. (\$20.40 per hour base pay + \$25.95 per hour in overtime).</b></p>
<p><b>Contractor software failed to collect and upload data points every ten (10) minutes to provide the State with immediate access to location and time features for the investigation of confirmed master tampers as set forth in section A.4.f. of the contract.</b></p>	<p>\$20.40 per hour up to seven and a half (7.5) hours + an additional \$25.95 per hour per impacted officer assigned to the Program Supervision Unit (PSU) until the data point collection feature is resolved and determined to be in appropriate operating condition by the Commissioner of the Department of Correction, Assistant Commissioner of Community Supervision or designee.</p>	<p><b>Based upon TDOC Policy #704.12 Global Positioning System Offender Monitoring and as outlined in Tennessee Code Annotated Section 40-39-302, et seq.</b></p> <p><b>Hourly salary of a PSU officer which includes a standard 7.5 hour work day plus 16.5 hours of overtime as PSU officers are classified by DOHR as safety sensitive positions which serve on mandatory on-call shift which operates 24/7. (\$20.40 per hour base pay + \$25.95 per hour in overtime).</b></p>
<p><b>Contractor software failed to identify exclusion zones and notify the State of a violation notification as set forth in section A.3.a.9. of the contract.</b></p>	<p>One percent (1%) of the contract's annual maximum liability per day (within a 24-hour period) until resolved in appropriate operating condition by the Commissioner of the Department of Correction, Assistant Commissioner of Community Supervision or designee.</p>	<p><b>The one percent (1%) of the contract's maximum liability represents the operational costs for those officers impacted to reassign all offenders under Electronic Monitoring to manual supervision to prevent an interruption in mandatory supervision requirements based on TDOC Policy #704.04 Sex Offender Standards of Supervision.</b></p>
<p><b>Contractor software failed to notify the State's designated monitoring center within sixty (60) seconds of alert in order to properly triage the alert and notify the assigned officer according to protocol as set forth in section A.4.e of the contract.</b></p>	<p>One percent (1%) of the contract's annual maximum liability per day (within a 24-hour period) until resolved in appropriate operating condition by the Commissioner of the Department of Correction, Assistant Commissioner of Community Supervision or designee.</p>	<p><b>The one percent (1%) of the contract's maximum liability represents the operational costs for those officers impacted to reassign all offenders under Electronic Monitoring to manual supervision to prevent an interruption in mandatory supervision requirements based on TDOC Policy #704.04 Sex Offender Standards of Supervision.</b></p>

ATTACHMENT FOUR  
LIQUIDATED DAMAGES

Liquidated Damages Event	Liquidated Damages Amount	Method Used to Estimate the Liquidated Damages Amount
<p><b>Contractor software failed to record and document an alert with the location, date and time upon the alert being created as set forth in section A.4.g. of the contract.</b></p>	<p>One percent (1%) of the contract's annual maximum liability per day (within a 24-hour period) until resolved in appropriate operating condition by the Commissioner of the Department of Correction, Assistant Commissioner of Community Supervision or designee.</p>	<p><b>One percent (1%) of the contract's annual maximum liability per day represents the operational costs for those officers impacted to reassign all offenders under Electronic Monitoring to manual supervision to prevent an interruption in mandatory supervision requirements based on TDOC Policy #704.04 Sex Offender Standards of Supervision.</b></p>
<p><b>Contractor software for the delivery of monitoring, tracking, alerting, reporting offender movements utilizing one-piece units and radio frequency devices fails to operate on a ninety-nine percent (99%) basis as set forth in section A.4.h. of the contract.</b></p>	<p>Five percent (5%) of the contract's annual maximum liability per day (within a 24-hour period) until resolved and in appropriate operating condition by the Commissioner of the Department of Correction, Assistant Commissioner of Community Supervision or designee.</p>	<p><b>Based upon TDOC Policy #704.12 Global Positioning System Offender Monitoring, The 5% of the contract's liability represents the operational costs for those offender's impacted to be reassigned to manual supervision to prevent an interruption in mandatory supervision requirements. Based on TDOC Policy #704.04 Sex Offender Standards of Supervision, TDOC Policy #704.12 Sex Offender Standards of Supervision and as outlined in Tennessee Code Annotated Section 40-39-302, et seq.</b></p>
<p><b>Contractor fails to notify the State within forty-eight (48) hours for all downtime, upgrades, and push notifications as set forth in section A.5.b. of the contract.</b></p>	<p>One percent (1%) of the contract's annual maximum liability per day (within a 24-hour period) until resolved.</p>	<p><b>One percent (1%) of the contract's annual maximum liability per day represents the operational costs for those offender's impacted to be reassigned to manual supervision to prevent an interruption in mandatory supervision requirements based on TDOC Policy #704.04 Sex Offender Standards of Supervision.</b></p>
<p><b>Contractor fails to restore monitoring software within the designated time frame provided by the Contractor upon notification of all downtime, upgrades and push notifications as set forth in section A.5.b. of the contract.</b></p>	<p>\$20.40 per hour up to 7.5 hours + an additional \$25.95 per hour per impacted officer assigned to be supervised under Electronic Monitoring until the exclusion zone notification feature is fixed and determined to be in appropriate operating condition by the Commissioner of the Department of Correction, Assistant Commissioner of Community Supervision or designee.</p>	<p><b>Based upon TDOC Policy #704.12 Global Positioning System Offender Monitoring and as outlined in Tennessee Code Annotated Section 40-39-302, et seq. Hourly salary of a PSU officer which includes a standard 7.5 hour work day plus 16.5 hours of overtime as PSU officers are classified by DOHR as safety sensitive positions which serve on mandatory on-call shift which operates 24/7. (\$20.40 per hour base pay + \$25.95 per hour in overtime.</b></p>

ATTACHMENT FOUR  
LIQUIDATED DAMAGES

Liquidated Damages Event	Liquidated Damages Amount	Method Used to Estimate the Liquidated Damages Amount
<p><b>Contractor fails to restore the monitoring software within twenty-four (24) hours in the event of unanticipated server outage as set forth in Section A.9. of the contract.</b></p>	<p>Ten percent (10%) of the contract's maximum liability per day (within a 24-hour period) until resolved and in appropriate operating condition by the Commissioner of the Department of Correction, Assistant Commissioner of Community Supervision or designee.</p>	<p><b>The ten percent (10%) of the contract's maximum liability per day represents the operational costs for those officers impacted to reassign all offenders under Electronic Monitoring to manual supervision to prevent an interruption in mandatory supervision requirements based on TDOC Policy #704.04 Sex Offender Standards of Supervision.</b></p>
<p><b>Contractor direct monitoring center staff fails to make outbound calls to offenders and officers within the timeframe defined by the State.</b></p> <p><i>*This provision is solely based upon notification from the State to switch from State-direct monitoring through the Department of Correction's Central Communication center-direct monitoring. *</i></p>	<p>\$18.46 per hour for every twelve (12) hours until resolved and operating in approval by the Commissioner of the Department of Correction, Assistant Commissioner of Community Supervision or designee.</p>	<p><b>Based upon TDOC Policies #103.15 Central Communication Center (CCC) and #704.12 Global Positioning System Offender Monitoring and the GPS Protocol Guide.</b></p> <p>Hourly salary of CCC Intelligence Analyst which includes a standard twelve (12) hour work-day as classified by DOHR, as the CCC is staffed on a twenty-four hour basis, seven (7) days a week on a full standard calendar of three hundred sixty-five (365) days.</p>