

REVISED Attachment P - Liquidated Damages

The Liquidated Damages described in this Attachment will be assessed subject to all provisions of §1.33.

Item #	Ref	Liquidated Damages Description	MIN Threshold %	Liquidated Damages Amount	Performance Standard
1	3.2.4	The Contractor shall provide appropriate representatives to serve on and attend all committee meetings as required by the Agency.	95%	\$50 per meeting below the 95% threshold level for which appropriate representation was required, but for which representation was not present	An occurrence is any instance below the 95% attendance threshold level when the Contractor does not comply with RFP section 3.2.4 in terms of having appropriate representation at a meeting it was required to attend.
2	3.6.1.2 <u>3.6.5.3.2.2</u>	Contractor provides Dental Professional clinical staffing in accordance with the submitted staffing matrix.	96%	Required Department-wide contract hours by Dental Professional position that are filled at less than a 96% per month Fill Rate. The amount of damages will be the Average wage/salary rate (See §3.6.5) per Dental Professional position times the number of hours less than the required 96% Fill Rate.	An occurrence is when the total required Department-wide hours per month per Dental Professional position do not meet the 96% minimum Fill Rate. Example: If the total required hours Department-wide is 1,000 hours per month for Dentists and the total number of hours provided in a given month is 950 hours, which is 10 hours less than the 960 hours required to achieve a 96% Fill Rate, and the Average <u>average</u> wage/salary for Dentists as per the Contractor's Technical Proposal <u>payroll</u> is \$80, the Liquidated Damage for that month would be \$800 (10 X \$80 = \$800).
3	3.6.5.2.1.3	Minimum payment rate and/or benefits	100%	5% of the difference between the Staff person's actual payment rate and/or benefits and the Minimum rate and/or benefits contained in the Contractor's response to §4.4.2 TAB D #6{E} and §4.4.2 TAB D #8	An occurrence is when Staff employed by the Contractor or subcontractor are receiving less than the Minimum payment rate and/or benefits contained in the Contractor's response to §4.4.2 TAB D #6{E} and § 4.4.2 TAB D #8

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4	3.6.5.2.2.3.1	Average wage/salary	100%	10% of the difference of the Average wage/salary calculated by the Department or its contracted auditor and the Contractor's response to §4.4.2 TAB D #6(E) and § 4.4.2 TAB D #8	An occurrence is when a personnel category is cumulatively paid less than 90 % of the Average wage/salary for that personnel category in the Contractor's response to §4.4.2 TAB D #6(E) and § 4.4.2 TAB D #8
5	3.6.5.2.2.3.2 <u>3.6.5.3.5</u>	Readily available payroll records	100%	\$20,000 <u>\$10,000</u> in lieu of the liquidated damages described in §3.6.5.2.2.3.1 <u>3.6.5.3.4</u>	An occurrence is when the Contractor is unable, or declines to make all required payroll records readily available for audit by the Department or its audit contractor such that a reliable audit cannot be conducted.
6	3.8.1	Contractor maintains Credential Files	100%	\$50 per month for each missing credentialing information item required for each Dental Professional, including those employed by subcontractors or acting in the capacity of subcontractors or specialists, past or present that has not been received within 10 days of when it was required, not to exceed \$250 per month per Dental Professional.	An occurrence is each missing credentialing information item required for each Dental Professional, including those employed by subcontractors or acting in the capacity of subcontractors or specialists, past or present not submitted to the Department in the form and format as required by the Department within 10 days of when it was required to be submitted as referenced in RFP sections 3.8.2 and 3.8.3.
7	3.10.1.2	The Contractor shall develop and maintain a comprehensive competency based orientation program for new staff.	100%	\$500 for each employee that has not completed a documented orientation.	An occurrence represents any staff that does not receive a pre-service orientation as referenced in the RFP section 3.10.1.2

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8	3.10.1.2.3	Existing Staff shall attend in-service, refresher training within 30 days of anniversary of employment date.	98%	\$100 per month for each Staff not documented as completing in-service, refresher training within 30 days of anniversary of employment date.	An occurrence is when any Staff below the 98% threshold level is not documented as having completed refresher, in-service competency based training within 30 days of an individual's anniversary of employment date.
9	3.10.3	New Permanent Employees shall attend an up to 40 hours security orientation program before working On-site.	100%	\$250 per month for each Permanent Employee not documented as completing up to a 40 hours security orientation program before working On-site.	An occurrence is whenever any Permanent Employee works On-site before being documented as attending security orientation training presented by the Department.
10	3.10.5	New Non-Permanent Employees working On-site shall attend a 30 minutes basic security and general procedures orientation before working On-site.	100%	\$100 per month for each non-Permanent Employee not documented as completing a 30 minutes basic security and general procedures orientation before working On-site.	An occurrence is whenever any non-Permanent Employee works On-site without documentation of attending a 30 minutes basic security and general procedures orientation before working On-site.
11	3.17	A Dental Professional shall assess and as deemed clinically appropriate treat or refer an Inmate to Medical UM for Off-site care.	100%	\$500 per occurrence for Emergent Referrals; \$250 per occurrence for Urgent Referrals	An occurrence is a failure to document that an Inmate with an: Emergent Referral was Assessed by a Dentist within an Immediate timeframe deemed reasonable by the DPSCS CMO; Urgent Referral was Assessed by a Dentist within 25 hours of the Referral.

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12	3.18 (See also 3.6.4)	Scheduling of On-call Dental Coverage	100%	<p>\$100 per facility if no On-call schedule is posted. \$25 per facility for each day that an updated schedule is not posted beginning 5 days prior to the next service month.</p>	<p>An occurrence is when an On-call Dentist schedule is not post in each facility; or when the On-call schedule for the next month is not posted in each facility no less than 5 days prior to the first day of a month.</p>
13	3.18.1.1; 3.24	Contractor Provides 24 hour On-call Dental coverage at each institution responding to calls within 15 minutes	100%	<p>\$50 per incident for each 5 minute increment over 20 minutes of non-response to an On-call call.</p>	<p>An occurrence is each incident in which the emergency phone call is not responded to by a Dentist within 5 minutes of the fifteen minutes as referenced in RFP section 3.18.1.1. The occurrence continues in 5 minute increments until the call is reponded to by a Dentist. Example: If a Dentist responds to an On-call request 35 minutes after the request was made, the liquidated damage will be \$150, since this was 15 minutes, or 3 fifteen minute increments past the 20 minute call back threshold times the \$50 per increment.</p>

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14	3.18.1.2;3.24	Contractor Provides 24 hour On-call Dental coverage at each institution for face-to-face encounters within one hour if necessated	100%	\$100 per incident for each 15 minute increment after 1 hour and 15 minutes that a Dentist does not respond in person, if requested, at an Institution	An occurrence is when a Dentist does not respond in person, if requested, to the Institution within a fifteen minute grace period beyond the required 1 hour timeframe. The occurrence continues once the 15 minute grace period is exceeded in 15 minute increments until a Dentist is physically present at a facility as requested. Example: If a Dentist physically is present at a facility 2 hours after requested to do so, the liquidated damage would be \$300, since this is 45 minutes, or 3, 15 minute increments past the 1 hour required response timeframe plus the 15 minute grace period, each increment of which is assessed at \$100.
15	3.18.2 and 3.24	Documentation of each On-call encounter must be entered into the EHR within 12 hours, or by the end of the next Busines Day if the encounter did not occur on a Business Day.	98%	\$50 per day that an On-call encounter is not entered into the EHR within 15 hours for a Business Day encounter, or by the end of the next Business Day for a non-Business Day encounter. In addition, \$20 per day for each On-call encounter element not entered, or not correctly entered into the EHR, once the original EHR entry for the encounter has been made.	An occurrence is when an On-call encounter is not entered into the EHR within a 3 hour grace period for encounters occurring on a Business Day, or within the required end of the next Business Day for a non-Business Day encounter. In addition, once an On-call encounter is entered into the EHR a separate liquidated damage amount of \$20 per day will apply for any On-call encounter element that isn't entered into the EHR, or isn't entered correctly.

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16	3.20	Quarterly reports shall be submitted to the Department's CMO and the Department's Dental Consultant no later than the tenth of the month following the month the report reflects in the form and format prescribed by the Department.	99%	\$100 per day for each report that is more than 3 Business Days late, until submitted.	An occurrence is any quarterly report not submitted within 3 Business Days of the tenth of the month following the quarter as contained in Section 3.20.1 and Attachment X (Reports and Meetings).
17	3.21	Contractor provides Equipment Inventory Reporting as required	100%	\$100 per day if an inventory report is more than 3 Business Days past due date + \$25 for each equipment item not affixed with a State inventory tag number when an inventory is taken as described in Section 3.21.5.5.	An occurrence is each day past 3 Business Days after the due date for an annual or other type of inventory report described in section 3.21.5.5; + each equipment item without a state inventory tag number when an inventory is taken as referenced in section 3.21.5.5.
18	3.23	Contractor performs Sick Call services five days a week with a documented encounter disposition.	100%	\$500 per scheduled Sick Call not held + \$25 per patient that is not seen in daily Sick Call.	An occurrence is any Dental Sick Call Clinic not held within 15 minutes of the scheduled time, or an Inmate is not seen or an encounter disposition is not documented as having been provided within 1 hour of the time referenced in the RFP section 3.23.
19	3.25	Contractor responsible for ordering medication as described in § 3.25 and storing medication as described in §3.25.3.	100%	The cost of STAT delivery due to non-ordering of medication in a timely fashion, plus \$50.	An occurrence is when medication is not properly or timely ordered as a result of which a STAT delivery of the medication must be made. The Contractor must reimburse the STAT delivery charge the Department must pay to the Pharmacy Contractor, plus \$50.

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20	3.27	Contractor addresses Administrative Remedy Procedures (ARPs) & ARP Appeals timely & completely	100%	\$25 per day beyond 2 Business Days that each ARP response is past the due date.	An occurrence is when any ARP response is not submitted within 2 Business Days past the due date as referenced in RFP section 3.27.
21	3.35	The Contractor's Staff shall participate in the maintenance of confidential, secure Patient Health Records for each inmate to include all encounters and lab and medication orders.	98%	\$50 per occurrence	An occurrence is the failure to document Inmate encounters, including but not limited to Intake Evaluation, Dental Evaluation, Progress Notes and Treatment Plans as referenced in RFP 3.35.3.
22	3.36.3	Reports shall be submitted as described in §3.36.3 to the DPSCS CMO in a form and format approved by the Agency as required.	99%	\$25 per day for each day beyond 2 Business Days of the due date for each report.	An occurrence is a report received more than 2 Business Days past the due date or a report which within the same 2 Business Day grace period does not contain the complete data as referenced in the RFP in §§ 3.36.3.1.1, 3.36.3.1.2, 3.36.3.1.3 and 3.36.3.1.3.1
<u>23</u>	<u>3.21.7.2</u>	<u>Contractor is to replace equipment as per Section 3.21.7 et seq., in the timeframe directed</u>	<u>100%</u>	<u>\$50 per month per non-replaced piece of equipment</u>	<u>An occurrence is when equipment is not replaced in accordance with Section 3.21.1 et seq.</u>
<u>24</u>	<u>3.21.7.3</u>	<u>Contractor is to replace equipment as per Section 3.21.1 et seq., in the timeframe directed</u>	<u>100%</u>	<u>\$250 from final invoice amount</u>	<u>An occurrence is when the Contractor has not replaced equipment per Section 3.21.1 et seq. by the end of the Contract.</u>
<u>25</u>	<u>1.19 & Attachment A Section 5.1 (F)(a-d)</u>	<u>Contractor shall comply with the MBE participation reports and compliance commitments</u>	<u>100%</u>	<u>As described in Attachment A 5.1 (F) (a-d)</u>	<u>An occurrence is when the Contractor fails to meet its reporting requirements or fails to comply with good faith efforts in maintaining its stated MBE participation goal</u>