

**Amendment #2 – Attachment #1**  
**Pre-Admission Screening and Resident Reviews (PASRR)**  
**REVISED Liquidated Damages Table**  
**IFB # 20250627**

<b>Liquidated Damages</b>		
<b>Section Reference</b>	<b>Requirement</b>	<b>Liquidated Damages</b>
2.1.1.1	Failure by the Contractor to maintain required documentation (per instance, per business day).	Up to \$500
2.1.1.1	Failure by the Contractor to complete required assessments within specified timeframes (per instance, per business day).	Up to \$1,000
2.1.3.1	Failure by the Contractor to complete required assessments within specified timeframes (per instance, per business day).	Up to \$1,000
2.1.3.5	Failure by the Contractor to maintain required documentation (per instance, per business day).	Up to \$500
2.1.3.20 2.1.3.21	Failure by the Contractor to develop or maintain all required electronic and data systems (per instance, per business day).	Up to \$1,000
2.1.5.4	Failure by the Contractor to submit by the due date any material or documentation requested by DOM as required by the Contract. DOM shall give written notice to the Contractor via email of the late material. The Contractor shall have three (3) business days following receipt of the notice in which to cure the failure by submitting the complete and accurate material. If the material has not been submitted within the three (3) business day period, DOM, without notice, may assess damages (per instance, per business day).	Up to \$500
2.1.8.26	Failure by the Contractor to ensure no key management personnel positions remain vacant for greater than ninety (90) calendar days (per instance, per business day).	Up to \$1,000

2.1.8.28	Failure by the Contractor to not receive DOM approval when filling vacant positions for key management personnel positions (per instance, per business day).	Up to \$1,000
2.1.10	Failure by Contractor to comply with reporting requirements set forth in this IFB (per instance, per business day).	Up to \$500
2.2.2.1	Failure by the Contractor to meet the operational start date (per calendar day until the Contractor becomes fully operational).	Up to \$1,000
2.2.3	Failure of the Contractor to comply with the close out and turnover requirements of this IFB may result in the assessment of damages. Damages imposed shall be deducted from the final payment to be made to Contractor (per calendar day until the Contractor fully complies with closeout and turnover requirements).	Up to \$10,000
4.2.2 (h)	Failure by the Contractor to complete a Corrective Action Plan (CAP) within a deadline specified by DOM, failure to provide a CAP by the deadline set by DOM, failure to provide a sufficient CAP as determined by DOM or failure to meet the deadline(s) set forth in the CAP for resolution of the issue, the Contractor shall pay liquidated damages for each day the corrective action is not completed in accordance with the timeline established in the CAP (per calendar day).	Up to \$500
4.19	<p>Unauthorized utilization or disclosure of any confidential information classified as PHI, in violation of the requirements listed herein, regardless of the number of persons or additional parties involved (per incident). An incident means, with respect to protected health information (PHI):</p> <p>(i) Any Security Incident which results in or is related to unauthorized access, use, or disclosure of PHI;</p> <p>(ii) Breach of unsecured PHI; or</p> <p>(iii) Any loss, destruction, alteration, or other event in which PHI cannot be accounted for.</p>	Up to \$10,000

Attachment J	Failure for the Contractor to meet the requirements of the Business Associate Agreement (BAA) or Data Use Agreement (DUA). An occurrence means each failure to comply with the BAA or DUA requirements (per occurrence). An occurrence means each failure to comply with the BAA or DUA requirements.	Up to \$2,500
	Any other failure of Contractor that DOM determines constitutes a substantial non-compliance with any material term of the Contract and/or IFB not specifically enumerated herein (per breach of material term).	Up to \$10,000