ATTACHMENT Three
LIQUIDATED DAMAGES SCHEDULE

Unless otherwise specified, each amount stated below is assessed for each occurrence of the applicable event. Liquidated Damages are intended to compensate the State for anticipated administrative, operational, oversight, and other costs arising from the Contractor's noncompliance and are not intended as a penalty.

Contract Reference	Liquidated Damages Event	Liquidated Damages
Staffing (Section A.10)	Each staff vacancy that continues beyond forty-five (45) calendar days.	An amount equal to the vacant position's Daily Salary and Benefits for each calendar day the vacancy continues after the forty-five (45)-day period until the position is filled. The Contractor shall receive a credit only for documented costs incurred in continuing to provide the contractually required services. The credit shall be applied solely to offset Liquidated Damages assessed under this provision and shall not entitle the Contractor to additional compensation, reimbursement, funding, or an increase in the Contract amount. Any unused credit shall have no cash value and shall not be paid to the Contractor. *Daily Salary and Benefits = Entry Hourly Wage x (1 + Average Facility Benefit Rate) x 2,080 / 365.
Utilization Management (Section A.11)	Failure to notify TDOC of an emergency-room transfer, emergency-room admission, or hospital admission as required by the Contract.	$1,500.00 per failure to notify TDOC.
Transport of a Death Row Inmate (Section A.8.c.2)	Failure to notify the TDOC Chief Medical Officer of the transport of a death-row inmate to an emergency room or hospital as required by the Contract.	$2,000.00 per failure to notify the TDOC Chief Medical Officer.

Credentialing (Section A.13)	Failure to ensure that personnel maintain current licenses, certifications, and registrations required by applicable Tennessee law or by the applicable licensing or health board.	$500.00 per non-compliant personnel member.
American Correctional Association Audits (Section A.15.d)	Failure to maintain applicable ACA standards that results in the loss of accreditation by a facility.	$25,000.00 per facility that loses accreditation.
State Contract Monitoring (Section A.20)	Any finding of noncompliance identified through a TDOC audit instrument used to monitor compliance with this Contract. TDOC may revise or update its audit instruments from time to time with written notice to the Contractor.	$300.00 for each occurrence of noncompliance, subject to any applicable minimum performance threshold and the assessment methodology specified in the applicable audit instrument.
Repeat Findings (Section A.20.a.9.)	A finding previously identified as noncompliant that remains uncured before the next applicable audit.	$1,000.00 per repeat finding identified during an audit in addition to the $300.00 per occurrence charge.