REQUEST FOR PROPOSALS # 32901-31260
AMENDMENT # 1
FOR PSYCHOLOGICAL EVALUATIONS FOR
CORRECTIONAL AND COMMUNITY SUPERVISION
OFFICERS

DATE: October 22, 2021

RFP # 32901-31260 IS AMENDED AS FOLLOWS:

1. This RFP Schedule of Events updates and confirms scheduled RFP dates. Any event, time, or date containing revised or new text is highlighted.

<table>
<thead>
<tr>
<th>EVENT</th>
<th>TIME (central time zone)</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. RFP Issued</td>
<td></td>
<td>August 16, 2021</td>
</tr>
<tr>
<td>2. Disability Accommodation Request Deadline</td>
<td>2:00 p.m.</td>
<td>August 20, 2021</td>
</tr>
<tr>
<td>3. Pre-response Conference</td>
<td>10:00 a.m.</td>
<td>August 23, 2021</td>
</tr>
<tr>
<td>4. Notice of Intent to Respond Deadline</td>
<td>2:00 p.m.</td>
<td>August 25, 2021</td>
</tr>
<tr>
<td>5. Written “Questions &amp; Comments” Deadline</td>
<td>2:00 p.m.</td>
<td>September 3, 2021</td>
</tr>
<tr>
<td>6. State Response to Written “Questions &amp; Comments”</td>
<td></td>
<td>October 22, 2021</td>
</tr>
<tr>
<td>7. Additional Written “Questions &amp; Comments” Deadline</td>
<td>2:00 p.m.</td>
<td>October 29, 2021</td>
</tr>
<tr>
<td>8. State Response to Additional Written “Questions &amp; Comments”</td>
<td></td>
<td>December 10, 2021</td>
</tr>
<tr>
<td>9. Response Deadline</td>
<td>2:00 p.m.</td>
<td>January 31, 2022</td>
</tr>
<tr>
<td>10. State Completion of Technical Response Evaluations</td>
<td></td>
<td>March 3, 2022</td>
</tr>
<tr>
<td>11. State Opening &amp; Scoring of Cost Proposals</td>
<td>2:00 p.m.</td>
<td>March 4, 2022</td>
</tr>
<tr>
<td>12. Cost Negotiations with the Central Procurement Office (CPO)</td>
<td></td>
<td>March 7-14, 2022</td>
</tr>
<tr>
<td>13. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection</td>
<td>2:00 p.m.</td>
<td>March 16, 2022</td>
</tr>
</tbody>
</table>
15. State sends contract to Contractor for signature  
   March 24, 2022

16. Contractor Signature Deadline  
   2:00 p.m.  
   April 15, 2022

2. State responses to questions and comments in the table below amend and clarify this RFP.

   Any restatement of RFP text in the Question/Comment column shall **NOT** be construed as a change in the actual wording of the RFP document.

<table>
<thead>
<tr>
<th>RFP SECTION</th>
<th>PAGE #</th>
<th>QUESTION / COMMENT</th>
<th>STATE RESPONSE</th>
</tr>
</thead>
</table>
| N/A         | 1.     | How many evaluations were conducted by the current provider for each of the following categories for each of the last three (3) fiscal years:  
   • New Hire Evaluations =  
   • Post-Incident Evaluations =  
   • In-Crisis Evaluations =  
   • Fitness for Duty Evaluations =  
   The State is providing the total number of evaluations conducted from July 1, 2018 (FY19) through June 30, 2021 (FY21).  
   |        |   | Evaluation Type | Number of Evaluations | |
| N/A         | 2.     | What organization is the current provider of these services?  
   The current Contractor is Behavioral Health Assessment PLLC. The State has added a copy of the current contract to this RFP as Attachment Four: Current Contract.  
<p>| | | | |
|        |   |   |   |</p>
<table>
<thead>
<tr>
<th>RFP SECTION</th>
<th>PAGE #</th>
<th>QUESTION / COMMENT</th>
<th>STATE RESPONSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Section 1.1.2.</td>
<td>Pg. 2</td>
<td>3. We understand the current year’s maximum cost liability is $400,000. Is there a maximum annual amount set by the DOC budget for the next contract?</td>
<td>The maximum liability referenced in RFP Section 1.1.2. is based on the State’s current one (1) year contract for the services requested through this RFP. The State does not anticipate changes to the usage or funding for the contract awarded through this procurement.</td>
</tr>
<tr>
<td>RFP Attachment 6.6., Pro Forma Contract, Section C.3.</td>
<td>Pg.40</td>
<td>4. If the authorized per candidate and per officer costs for the number of evaluations required during a contract year exceeds the maximum liability, will the DOC continue to authorize evaluations for that year?</td>
<td>If the State’s needs surpass the funds available, the State will work with the awarded Contractor to determine if adjustments are necessary. Any changes to the maximum liability would be documented via a formal amendment to the awarded contract.</td>
</tr>
<tr>
<td>RFP Attachment 6.2., Section B.17 and RFP Attachment 6.4.</td>
<td>pp.23-24 and 33-36</td>
<td>5. Are there any exceptions allowed in this RFP that would permit a Respondent to provide a reference from someone at TDOC?</td>
<td>Per Attachment 6.2., Section B.17, Respondents must provide customer references from individuals who are not current or former State employees for projects similar to the goods or services sought under this RFP. References obtained from the Tennessee Department of Correction in reference to this procurement would be considered a conflict of interest.</td>
</tr>
<tr>
<td>N/A</td>
<td>6.</td>
<td>Is the Tennessee Department of Correction satisfied with the quality and scope of services provided by the current vendor?</td>
<td>TDOC does not have any registered complaints on file with the current Contractor.</td>
</tr>
<tr>
<td>RFP SECTION</td>
<td>PAGE #</td>
<td>QUESTION / COMMENT</td>
<td>STATE RESPONSE</td>
</tr>
<tr>
<td>-------------</td>
<td>--------</td>
<td>---------------------</td>
<td>----------------</td>
</tr>
<tr>
<td>RFP Attachment 6.2., Section B.17 and RFP Attachment 6.4.</td>
<td>pp.23-24 and 33-36</td>
<td>7. Given that the current vendor has provided the services outlined in this RFP since 2016 (both under and outside of contract), is it possible for the current vendor to ask for references from the person(s) assigned to monitor contract compliance and quality (in this case current state employees), as this would be the primary demonstration of ability to provide services of the scope outlined in the current RFP? I’m referring specifically to Sections B.16 and B.17 in the RFP, as there is overlap for the current vendor. Most projects are not similar in size to the State. Piggybacking on the question above, what is meant by “completed” if all similar projects are ongoing, and have been ongoing for several years?</td>
<td>Per Attachment 6.2., Section B.17, Respondents must provide customer references from individuals who are not current or former State employees for projects similar to the goods or services sought under this RFP. References obtained from the Tennessee Department of Correction in reference to this procurement would be considered a conflict of interest. A completed project shall mean any contract that has come to its natural end without early termination.</td>
</tr>
<tr>
<td>RFP Attachment 6.2., Section A.7.</td>
<td>Pg.20</td>
<td>8. Must the proposed professionals bidding to provide services listed in the above RFP be physically located in the various regions of the state where services are to be provided or is the willingness and ability to travel, when and where necessary, sufficient?</td>
<td>Respondents are not required to be located in one of the regions but, as referenced in Attachment 6.6., Section A.5.b., interview portions of the examination shall be conducted in-person unless approval has been granted by the TDOC to conduct the interview via a HIPPA compliant telecommunications application that specializes in providing video chat and voice calls between computers, tablets, or mobile devices over the Internet. Respondents should also note that the Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals or lodging as referenced in Attachment 6.6., Section C.4.</td>
</tr>
<tr>
<td>RFP Attachment 6.2., Section C.7.</td>
<td>Pg.26</td>
<td>9. Referring to Section C.7 in the RFP, the current contract has not required a narrative report of results other than the required affidavit. Has this changed or am I misinterpreting the new RFP?</td>
<td>Respondents should follow the instructions outlined in the procurement and address each section accordingly. Previous events have no bearing on the evaluation and award of this RFP.</td>
</tr>
</tbody>
</table>

3. Add the attached document to the RFP Amendment as RFP “Attachment Four: Current Contract” and renumber any subsequent sections as necessary:
4. **Delete RFP Section 3.2. in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):**

3.2. **Response Delivery**

3.2.1. A Respondent must ensure that both the original Technical Response and Cost Proposal documents meet all form and content requirements, including all required signatures, as detailed within this RFP, as may be amended.

3.2.2. A Respondent must submit original Technical Response and Cost Proposal documents and copies as specified below.

3.2.2.1. One (1) original Technical Response paper document labeled:

   "RFP # 32901-312060 TECHNICAL RESPONSE ORIGINAL"
   and THREE (3) digital copies of the Technical Response each in the form of one (1) digital document in “PDF” format properly recorded on its own otherwise blank, standard CD-R recordable disc or USB flash drive labeled:

   "RFP # 32901-312060 TECHNICAL RESPONSE COPY"
   The digital copies should not include copies of sealed customer references, however any other discrepancy between the paper Technical Response document and any digital copies may result in the State rejecting the proposal as non-responsive.

3.2.2.2. One (1) original Cost Proposal paper document labeled:

   "RFP # 32901-312060 COST PROPOSAL ORIGINAL"
   and one (1) copy in the form of a digital document in “PDF/XLS” format properly recorded on separate, blank, standard CD-R recordable disc or USB flash drive labeled:

   "RFP # 32901-312060 COST PROPOSAL COPY"
   In the event of a discrepancy between the original Cost Proposal document and the digital copy, the original, signed document will take precedence.

3.2.3. A Respondent must separate, seal, package, and label the documents and copies for delivery as follows:

3.2.3.1. The Technical Response original document and digital copies must be placed in a sealed package that is clearly labeled:

   "DO NOT OPEN... RFP # 32901-312060 TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]"

3.2.3.2. The Cost Proposal original document and digital copy must be placed in a separate, sealed package that is clearly labeled:

   "DO NOT OPEN... RFP # 32901-312060 COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]"

3.2.3.3. The separately, sealed Technical Response and Cost Proposal components may be enclosed in a larger package for mailing or delivery, provided that the outermost package is clearly labeled:

   "RFP # 32901-312060 SEALED TECHNICAL RESPONSE & SEALED COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]"
3.2.4. A Respondent must ensure that the State receives a response no later than the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events at the following address:

Maggie Wilson  
Sourcing Account Specialist  
Central Procurement Office  
Tennessee Tower, 3rd floor  
312 Rosa L. Parks Ave  
Nashville, TN 37243  
PHONE: 615-741-1170  
EMAIL: MAGGIE.WILSON@TN.GOV

5. **RFP Amendment Effective Date.** The revisions set forth herein shall be effective upon release. All other terms and conditions of this RFP not expressly amended herein shall remain in full force and effect.
CONTRACT
(fee-for-goods or services contract with an individual, business, non-profit, or governmental entity of another state)

<table>
<thead>
<tr>
<th>Begin Date</th>
<th>End Date</th>
<th>Agency Tracking #</th>
<th>Edison Record ID</th>
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<tbody>
<tr>
<td>February 1, 2021</td>
<td>January 31, 2022</td>
<td>32901-31249</td>
<td></td>
</tr>
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</table>

Contractor Legal Entity Name
Behavioral Health and Assessment PLLC

Edison Vendor ID
102858

Goods or Services Caption (one line only)
Psychological Exams and Evaluations for Correctional Officer and Probation Parole Officer Candidates

<table>
<thead>
<tr>
<th>Contractor</th>
<th>CFDA #</th>
</tr>
</thead>
<tbody>
<tr>
<td>☑ Contractor</td>
<td></td>
</tr>
</tbody>
</table>

Funding —

<table>
<thead>
<tr>
<th>FY</th>
<th>State</th>
<th>Federal</th>
<th>Interdepartmental</th>
<th>Other</th>
<th>TOTAL Contract Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>21</td>
<td>200,000.00</td>
<td></td>
<td></td>
<td></td>
<td>200,000.00</td>
</tr>
<tr>
<td>22</td>
<td>200,000.00</td>
<td></td>
<td></td>
<td></td>
<td>200,000.00</td>
</tr>
<tr>
<td>TOTAL:</td>
<td>400,000.00</td>
<td></td>
<td></td>
<td></td>
<td>400,000.00</td>
</tr>
</tbody>
</table>

Contractor Ownership Characteristics:

☑ Minority Business Enterprise (MBE):
   ☑ African American □ Asian American □ Hispanic American □ Native American

□ Woman Business Enterprise (WBE)
□ Tennessee Service Disabled Veteran Enterprise (SDVBE)
□ Disabled Owned Business (DSBE)
□ Tennessee Small Business Enterprise (SBE): $10,000,000.00 averaged over a three (3) year period or employs no more than ninety-nine (99) employees.
□ Government □ Non-Minority/Disadvantaged □ Other:

Selection Method & Process Summary (mark the correct response to confirm the associated summary)

☑ Competitive Selection
□ Other

Special Contract Request

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

Digitally signed by Lisa Parks
Date: 2020.12.03
13:58:39 -06'00'

Speed Chart (optional) Account Code (optional)
CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF CORRECTION
AND
Behavioral Health and Assessment PLLC

This Contract, by and between the State of Tennessee, Department of Correction ("State") and Behavioral Health and Assessment PLLC ("Contractor"), is for the provision of Psychological Examinations and Evaluations for Correctional Officer and Probation Parole Officer candidates, as further defined in the "SCOPE." State and Contractor may be referred to individually as a “Party” or collectively as the “Parties” to this Contract.

The Contractor is a Limited Liability Company.
Contractor Place of Incorporation or Organization: Memphis TN
Contractor Edison Registration ID # 102858

A. SCOPE:

A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.

A.2. Definitions. For purposes of this Contract, definitions shall be as follows and as set forth in the Contract:

**Basic Correctional Officer Training ("BCOT")** shall mean a program designed to prepare correctional officer candidates for the conditions personnel can expect to encounter working in a correctional environment and to educate those candidates in security protection procedures. Candidates here learn the essentials necessary to work effectively and safely in the correctional environment.

**Basic Probation and Parole Officer Training ("BPOT")** shall mean a program designed to prepare probation parole officer candidates for the conditions personnel can expect to encounter working in a community-based correctional environment and to educate those candidates in personal and public safety.

**Board of Parole ("BOP")** shall mean the independent agency of the State of Tennessee which by statute has the authority to parole eligible offenders who have served a certain percentage of their sentences. The Board also has the statutory authority to revoke parole privileges if offenders do not comply with supervision rules and standards set forth for them upon their release.

**Certifying Authority** shall mean the authority of a Qualified Mental Health Professional, to determine by their professional credentials and experience, that a correctional officer or Probation and Parole Officer Candidate is qualified for employment.

**Community Supervision** shall mean the TDOC Division responsible for the Probation or Parole supervision of offenders at liberty in the community.

**Community Supervision Confirmation of Psychological Examination Form ("CR-3976")** shall mean the form containing a confirming statement by the examining professional that a psychological evaluation has been performed on a PPO candidate as provided in Attachment Two, TDOC Policy #305.06-1.

**Correctional Officer Candidate** shall mean all persons seeking initial employment or rehire as a Correctional Officer (CO), correctional clerical officer, correctional corporal, correctional sergeant, correctional lieutenant, and correctional captain as detailed in Attachment Two, TDOC Policy #305-06.
Diagnostic and Statistical Manual of Mental Disorders ("DSM") shall mean the publication promulgated by the American Psychiatric Association which defines diagnostic psychological conditions.

District Office shall mean the regional office located in each Community Supervision district.

Institution shall mean a prison facility managed either by TDOC or by a private contractor.

Instrument shall mean a particular psychological assessment test used as part of a Psychological Examination and Evaluation.

Parole shall mean the release of a prisoner to the community by the Board of Parole ("BOP") prior to the expiration of the offender's sentence. Release is subject to conditions imposed by the BOP and supervision is provided by the Department of Correction.

Pre-SERVICE Basic Correctional Officer Training shall mean a six (6) week pre-service program designed to prepare Correctional Officer Candidates for the conditions personnel can expect while working in an adverse correctional environment and security protection procedures. The students learn the essentials needed to survive in the correctional environment. The first two (2) weeks of the training program are conducted at the hiring facility and the remaining four (4) weeks of the program are facilitated through the Tennessee Correction Academy.

Probation shall mean the release by a court of a person found guilty of a crime without imprisonment, subject to conditions imposed by the court and subject to the supervision of the Department of Correction.

Probation and Parole Officer Candidate shall mean all persons seeking initial employment or rehire as Probation Parole Officers (PPO) I, II, and III as detailed in Attachment Two, TDOC Policy # 305.06.1.

Psychological Examination and Evaluation shall mean an evaluation and examination conducted by a Qualified Mental Health Professional, indicating whether the CO or PPO candidate meets the minimum psychological requirements as detailed in Attachment Two, TDOC Policies #305.06 and #305.06.1.

Psychological Qualifying Results Form ("CR-2940") shall mean the form containing a confirming statement by the examining professional that a psychological evaluation has been performed on a CO candidate as detailed and included in Attachment Two, TDOC Policy 305.06.

Qualified Mental Health Professional shall mean a licensed psychologist or licensed physician who has completed a residency in psychiatry. Mental health professionals with master’s degrees, such as psychological examiners, psychiatric social workers, and psychiatric/mental health nurses, may be involved in the screening process, but only the psychologist or psychiatrist shall have the final certifying authority.

Tennessee Correction Academy ("TCA") shall mean the training arm of the Tennessee Department of Correction, a primary location where Basic Correctional Officer Training ("BCOT") and Basic Probation and Parole Officer Training ("BPOT") take place.

A.3. Correctional Officer Candidate Psychological Examination and Evaluation

a. The Contractor shall conduct a Psychological Examination and Evaluation of each correctional officer candidate selected for employment to ensure that the candidate meets the psychological requirements for the position prior to or during the correctional officer candidate’s Pre-Service
Basic Correctional Officer Training. The examination and evaluation will be administered by a mental health professional as referenced in Attachment Two, TDOC Policy # 305.06, and will be performed at the Tennessee Correction Academy (“TCA”) or at other sites as determined by TDOC.

b. The Contractor shall administer the written portion of the examination online using a law enforcement or criminal justice specific Instrument approved in writing by the TDOC. Interview portions of the examination shall be conducted via a telecommunications application that specializes in providing video chat and voice calls between computers, tablets, or mobile devices over the internet.

c. The Contractor shall maintain and keep confidential the results, written notes, and evaluation information pertaining to the TDOC employees evaluated for a period of seven (7) years. This material shall not be released other than to the Department by the responsible mental health professional without a written release of information from the individual employee.

d. The Contractor shall submit the Psychological Qualifying Results Form (CR-2940), to the TDOC employing Institution indicating whether the individual is psychologically qualified or not qualified; this form shall be placed in the Institutional employee’s confidential health file. The completed CR-2940 form shall be submitted within seventy-two (72) hours of the examination/evaluation.

A.4. Probation Parole Officer Psychological Examination and Evaluation

a. The Contractor shall evaluate each Probation Parole officer candidate selected for employment to ensure that the candidate meets the psychological requirements for the position prior to or during the Probation Parole officer candidate’s Pre-Service Basic Probation Parole Officer Training through TCA as detailed in Attachment Two, TDOC Policy #305.06.1.

b. The Contractor shall administer the written portion of the examination online, using a law-enforcement or criminal justice specific Instrument approved in writing by the TDOC. Interview portions of the examination shall be conducted via a telecommunications application that specializes in providing video chat and voice calls between computers, tablets, or mobile devices over the Internet.

c. The Contractor shall maintain and keep confidential the results, written notes, and evaluation information pertaining to the TDOC employees evaluated for a period of seven (7) years. This material shall not be released other than to the Department by the responsible mental health professional without a written release of information from the individual employee.

d. The Contractor shall document the psychological examination findings for each Probation Parole officer candidate on the Community Supervision Confirmation of Psychological Examination form, CR-3976 to the human resource representative in the employee’s TDOC district office indicating whether the individual is psychologically qualified or not qualified. The completed CR-3976 form shall be submitted within seventy-two (72) hours of the examination/evaluation.

B. TERM OF CONTRACT:

B.1. This Contract shall be effective on February 1, 2021 (“Effective Date”) and extend for a period of twelve (12) months after the Effective Date (“Term”). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.
C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Four Hundred Thousand Dollars ($400,000.00) ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

C.2. Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.

   a. The Contractor’s compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.

   b. The Contractor shall be compensated based upon the following payment methodology:

<table>
<thead>
<tr>
<th>Goods or Services Description</th>
<th>Amount (per compensable increment)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Correctional Officer Candidate Psychological Examination and Evaluation</td>
<td>$200.00 per candidate</td>
</tr>
<tr>
<td>Probation Parole Officer Candidate Psychological Examination and Evaluation</td>
<td>$375.00 per candidate</td>
</tr>
</tbody>
</table>

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:

   Fiscal Services  
   Tennessee Department of Correction  
   320 Sixth Avenue North  
   Nashville TN 37243  
   BI-CentralOffice.AP@tn.gov

   a. Each invoice, on Contractor’s letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):

      1. Invoice number (assigned by the Contractor);
(2) Invoice date;
(3) Contract number (assigned by the State);
(4) Customer account name: Tennessee Department of Correction & Tennessee Correction Academy;
(5) Customer account number (assigned by the Contractor to the above-referenced Customer);
(6) Contractor name;
(7) Contractor Tennessee Edison registration ID number;
(8) Contractor contact for invoice questions (name, phone, or email);
(9) Contractor remittance address;
(10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
(11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
(12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
(13) Amount due for each compensable unit of good or service; and
(14) Total amount due for the invoice period.

b. Contractor’s invoices shall:

(1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
(2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
(3) Not include Contractor’s taxes, which includes without limitation Contractor’s sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
(4) Include shipping or delivery charges only as authorized in this Contract.

c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State’s right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor’s invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.

a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State,
payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and

b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. MANDATORY TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.

D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

Ronald Whitmore  
TCA Superintendent  
Tennessee Department of Correction  
1314 S. Jackson Street  
P O Box 1510  
Tullahoma, TN 37388  
Ronald.Whitmore@tn.gov  
Telephone # (931) 461-7680

The Contractor:

Dr. Hugh D. Moore  
Behavioral Health and Assessment PLLC  
5366 Estate Office Drive, Suite 3  
Memphis, TN 38119  
Email: hmoore@BHAPLLC.com  
Telephone: (901) 235-2889- (901) 454-9233

All instructions, notices, consents, demands, or other communications shall be considered effective upon receipt or recipient confirmation as may be required.

D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.

D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor.
State’s exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.

D.5. **Termination for Convenience.** The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State’s exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.

D.6. **Termination for Cause.** If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.

D.7. **Assignment and Subcontracting.** The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor’s obligations under this Contract.

D.8. **Conflicts of Interest.** The Contractor warrants that no part of the Contractor’s compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

D.9. **Nondiscrimination.** The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.10. **Prohibition of Illegal Immigrants.** The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the
state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment One, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.

b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.

c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.

e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.

D.11. **Records.** The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.12. **Monitoring.** The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.13. **Progress Reports.** The Contractor shall submit brief, periodic, progress reports to the State as requested.

D.14. **Strict Performance.** Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.

D.16. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless from any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.

D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.

D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death. For clarity, except as otherwise expressly set forth in this Section, Contractor’s indemnification obligations and other remedies available under this Contract are subject to the limitations on liability set forth in this Section.

D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys’ fees, court costs, expert witness fees, and other litigation expenses for the State to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

D.20. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for
Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.

a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.

b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.

d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, et seq., the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, et seq., accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.

D.22. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.

D.23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded, disqualified, or presently fall under any of the prohibitions of sections a-d.

D.24. Force Majeure. “Force Majeure Event” means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor’s representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor’s performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees for the affected obligations until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.

D.25. State and Federal Compliance. The Contractor shall comply with all State and federal laws and regulations applicable to Contractor in the Contractor’s performance of this Contract.

D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 408.

D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties’ agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.

D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
D.29. **Headings.** Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

D.30. **Incorporation of Additional Documents.** Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor’s duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:

a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes Attachments One and Two;
c. any clarifications of or addenda to the Contractor’s proposal seeking this Contract;
d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
e. any technical specifications provided to proposers during the procurement process to award this Contract; and
f. the Contractor’s response seeking this Contract.

D.31. **Iran Divestment Act.** The requirements of Tenn. Code Ann. § 12-12-101, et seq., addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.32. **Insurance.** Contractor shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Contractor’s failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance (“TDCI”); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Contractor agrees to name the State as an additional insured on any insurance policy with the exception of workers’ compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self insured retention (“SIR”) over fifty thousand dollars ($50,000) must be approved by the State. The deductible or SIR and any premiums are the Contractor’s sole responsibility. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two million dollars ($2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars ($1,000,000) combined with an umbrella policy for an additional one million dollars ($1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers’ Liability Accident), Contractor shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as “ISO”) “Noncontributory—Other Insurance Condition” endorsement or shall be written on a policy form.
that addresses both the primary and noncontributory basis of the umbrella policy if the State is otherwise named as an additional insured.

Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer’s National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Contractor shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that subcontractors are included under the Contractor’s policy. At any time, the State may require Contractor to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Contractor self-insures, then a COI will not be required to prove coverage. Instead Contractor shall provide a certificate of self-insurance or a letter, on Contractor’s letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

The insurance obligations under this Contract shall be: (1)—all the insurance coverage and policy limits carried by the Contractor; or (2)—the minimum insurance coverage requirements and policy limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the State. No representation is made that the minimum insurance requirements of the Contract are sufficient to cover the obligations of the Contractor arising under this Contract. The Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.

a. Commercial General Liability ("CGL") Insurance

1) The Contractor shall maintain CGL, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Contractor shall maintain single limits not less than one million dollars ($1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

b. Workers’ Compensation and Employer Liability Insurance
1) For Contractors statutorily required to carry workers’ compensation and employer liability insurance, the Contractor shall maintain:

   i. Workers’ compensation in an amount not less than one million dollars ($1,000,000) including employer liability of one million dollars ($1,000,000) per accident for bodily injury by accident, one million dollars ($1,000,000) policy limit by disease, and one million dollars ($1,000,000) per employee for bodily injury by disease.

2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:

   i. The Contractor employs fewer than five (5) employees;

   ii. The Contractor is a sole proprietor;

   iii. The Contractor is in the construction business or trades with no employees;

   iv. The Contractor is in the coal mining industry with no employees;

   v. The Contractor is a state or local government; or


c. Automobile Liability Insurance

   1) The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).

   2) The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars ($1,000,000) per occurrence or combined single limit.

d. Professional Liability Insurance

   i. Professional liability insurance shall be written on an occurrence basis or on a claims-made basis. If this coverage is written on a claims-made basis, then:

      1. The retroactive date must be shown, and must be on or before the earlier of the Effective Date of the Contract or the beginning of Contract work or provision of goods and services;

      2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) full years from the date of the final Contract payment; and

      3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or prior to the Contract Effective Date, the Contractor must purchase “extended reporting” or “tail coverage” for a minimum of five (5) full years from the date of the final Contract payment.
ii. Any professional liability insurance policy shall have a limit not less than one million dollars ($1,000,000) per claim and two million dollars ($2,000,000) in the aggregate; and

iii. If the Contract involves the provision of services by medical professionals, a policy limit not less than three million ($3,000,000) per claim and three million dollars ($3,000,000) in the aggregate for medical malpractice insurance.

D.33. **Major Procurement Contract Sales and Use Tax.** Pursuant to Tenn. Code Ann. § 4-39-102 and to the extent applicable, the Contractor and the Contractor’s subcontractors shall remit sales and use taxes on the sales of goods or services that are made by the Contractor or the Contractor’s subcontractors and that are subject to tax.

D.34. **Confidentiality of Records.** Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as “Confidential Information.” Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Contract.

E. **SPECIAL TERMS AND CONDITIONS:**

E.1. **Conflicting Terms and Conditions.** Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract’s other terms and conditions.

E.2. **Personally Identifiable Information.** While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State (“PII”). For the purposes of this Contract, “PII” includes “Nonpublic Personal Information” as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time (“GLBA”) and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information (“Privacy Laws”). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its
employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

The Contractor shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor ("Unauthorized Disclosure") that come to the Contractor's attention. Any such report shall be made by the Contractor within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Contractor. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Contract.

IN WITNESS WHEREOF,

BEHAVIORAL HEALTH AND ASSESSMENT PLLC:

Hugh D. Moore, Ph.D., Licensed Psychologist - HSP, Owner, Behavioral Health & Assessment, LLC

TENNESSEE DEPARTMENT OF CORRECTION:

Tony Parker

TONY PARKER, COMMISSIONER
ATTACHMENT ONE

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

<table>
<thead>
<tr>
<th>SUBJECT CONTRACT NUMBER:</th>
<th></th>
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<tr>
<td>CONTRACTOR LEGAL ENTITY NAME:</td>
<td>Behavioral Health &amp; Assessments PLLC</td>
</tr>
<tr>
<td>EDISON VENDOR IDENTIFICATION NUMBER:</td>
<td>102858</td>
</tr>
</tbody>
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The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

[Contractor Signature]

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. Attach evidence documenting the individual’s authority to contractually bind the Contractor, unless the signatory is the Contractor’s chief executive or president.

Hugh D. Moore, Ph.D., Licensed Psychologist - HSP, Owner, Behavioral Health & Assessment, LLC

PRINTED NAME AND TITLE OF SIGNATORY

11/25/2020

DATE OF ATTESTATION
I. AUTHORITY: TCA 4-3-603, TCA 4-3-606, and TCA 41-1-116.

II. PURPOSE: To ensure that all persons considered for hire within the correctional officer series by the Tennessee Department of Correction (TDOC) meet the minimum qualification standards for their respective positions.

III. APPLICATION: To Wardens, Superintendents, and the Tennessee Correction Academy.

IV. DEFINITIONS:

A. Basic Correctional Officer Training (BCOT): A program designed to prepare correctional officer candidates for the conditions personnel can expect to encounter working in a correctional environment and to educate those candidates in security protection procedures. Candidates here learn the essentials necessary to work effectively and safely in the correctional environment.

B. Correctional Officer Candidate: For purposes of this policy only, all persons seeking initial employment or rehire as a correctional officer, correctional clerical officer, correctional corporal, correctional sergeant, correctional lieutenant, and correctional captain.

C. Examining Medical Professional: For purposes of this policy, a licensed Physician, Nurse Practitioner, or Physician Assistant, engaged by the agency to conduct a physical examination of the candidate, for the purpose of determining the candidate’s physical ability to perform the essential functions of the job of correctional officer.

D. Qualified Mental Health Professional: A licensed psychologist or a licensed physician who has completed a residency in psychiatry. This is not to restrict other recognized mental health professionals, including licensed psychological examiners, psychiatric social workers, or psychiatric/mental health nurses (master’s level for each) from being utilized in the screening process; only the responsible psychologist or psychiatrist shall have the final certifying authority.

V. POLICY: All correctional officer candidates must be qualified or conditionally qualified by an authorized medical professional in accordance with the criteria established within this policy and the Employment Qualification Standards of Correctional Officers and be psychologically assessed and qualified.

VI. PROCEDURES:
A. Correctional Officer Qualification Standards

1. General Duty Requirements: The duties of the correctional officer require physical exertion involving prolonged walking and standing, lifting, balancing, climbing, stooping, and participating in the apprehension and return of escapees. Additional duties may require running, and restraining or carrying inmates in emergencies. Employees must be free from such physical and or psychological defects or disease that may constitute employment hazards to them or others, and be capable of efficiently performing the duties of their position. All persons employed in the correctional officer series must be able to wear and properly use the standard Emergency Escape Breathing Apparatus (EEBA).

2. Purpose and Scope of Requirements: The purpose and scope of the pre-employment examination and requirement is to reasonably ensure and verify the physical and psychological fitness of the correctional officer candidate. The examinations are not intended as diagnostic or treatment exams and are therefore limited to determining physical and psychological fitness for the assigned tasks. The examining medical professional shall determine whether the individual employee should reasonably be able to perform the required duties without presenting an employment hazard to self or others. Some examples of these duties include, but are not limited to, the following:

a. Able to spend up to 16 hours per day on his/her feet while patrolling corridors, housing units, program areas, and supervising inmate movement.

b. Have vision in each eye correctable to 20/40 in order to perform thorough security inspections, searches of cells, housing units, corridors, program areas, and body searches of inmates and/or visitors for contraband items, and to provide general visual observation for security policy compliance.

c. Must maintain sufficient physical agility and stamina to intervene with violent, unruly, or uncooperative inmates and exert the minimum force necessary to restrain and subdue the inmate.

d. Must be agile enough to control and rapidly extricate himself/herself and inmates and/or others from buildings in case of fire, natural disaster, or other emergencies.

e. Must possess sufficient physical strength to drag or help carry incapacitated persons from hazardous areas.

f. Must be capable of running a distance as required in the apprehension of a fleeing inmate, and responding to emergencies.

g. Must be able to cope with situations involving high degrees of stress and tension including disciplinary decisions, daily verbal confrontations with inmates, potential hostage situations, the use of force and possible deadly force, riots, disturbances, etc.

3. Examinations, Administration, Recording, and Reporting
a. During the interview stage, each correctional officer candidate shall be notified in writing of all pre-conditions for employment including notice that the candidate’s fitness for duty has to be determined, that the candidate shall submit to a medical examination, a psychological examination, a drug screening, and that the candidate shall submit to a National Crime Information Center (NCIC) criminal background screening. At that time, the candidate must sign A Statement of Notification, CR-2783, to acknowledge that he/she has been informed of all necessary qualifications for employment in the correctional officer series. The human resources manager/designee shall date and sign the form as a witness. The examinations shall be at no cost to the candidate.

b. After a conditional offer of employment is made, the candidate will be given copies of the following documents to be completed, as defined in this policy, by the examining medical professional.

   (1) Standards for Correctional Officer Physical Examination
   (2) Employee Physical Examination, CR-2240
   (3) Applicant/Employee Health History Questionnaire, CR-3606
   (4) Notification of Conditional Qualification, CR-3605
   (5) Notification of immediate Action Required, CR-3607
   (6) Audiometric Testing Results, CR-3608

c. Once the examination has been completed, the following forms shall be returned within 14 days to the hiring institution’s Human Resource Manager by the examining medical professional; the secure fax number will be noted on the CR-3792, Part Two, with instructions to the examining medical professional.

   (1) Employee Physical Examination, CR-2240 (completed and signed by the examining medical professional)
   (2) Applicant/New Hire Employee Medical Screening, CR-3300, completed and signed by the examining health care provider
   (3) Applicant/Employee Health History Questionnaire, CR-3606 (signed by the correctional officer candidate)
   (4) Notification of Conditional Qualification, CR-3605, (completed and signed by the examining medical professional, if applicable)
   (5) Notification of Immediate Action Required, CR-3607 (signed by the examining medical professional, if applicable)

d. Copies of the above referenced forms in VI.(A)(3)(b) shall be retained in the employee’s confidential health file.
e. Upon receipt of a qualified Fitness for Duty Physician Statement, CR-3932, and supporting documents, the hiring agency shall require all qualified correctional officer candidates in the classifications listed in Section IV.(B) to submit a urine sample for drug screen analysis. All specimens will be tested in accordance with Policy #302.12, Drug-Free Workplace.

f. If the medical professional indicates on the CR-3932 that the candidate is not qualified this shall be grounds for non-selection or termination.

g. A candidate’s failure to achieve acceptable drug screening shall be grounds for non-selection or termination.

h. If any section in the progression of testing shows disqualification, the other sections shall not be completed. For example, if a candidate fails the physical examination, the urine drug screen is unnecessary, and the individual is separated from the employment process for failure to meet the minimum qualifications; if an employee fails the urine drug screen, the psychological review is unnecessary and the individual is separated from the employment process for failure to meet the minimum qualifications.

4. Components of the Physical Examinations:

a. A minimum physical examination shall be completed and documented on forms provided to the qualified examining medical professional in accordance with Employment Qualification Standards of Correctional Officers and returned to the hiring institution’s Human Resource manager as outlined on CR-3792, Part Two, instructions to the examining medical professional.

b. Defects, disorders, or physical handicaps which may, in the professional judgment of the correctional officer candidate’s examining medical professional interfere with the applicant’s ability to perform the essential functions of the job or be adversely affected by service or lead to excessive absenteeism or disability claims, may furnish cause for the candidates’ rejection.

c. Applicants or employees who are found to have immediately correctable conditions as specified (i.e., glasses) during their physical examination shall be issued the Notification of Immediate Action Required, CR-3607, and shall be expected to rectify these conditions within the initial 14 days after the conditional employment offer. The candidate shall provide proof of compliance in accordance with CR-3607 to the hiring institution’s Human Resource manager.

d. The institutional Human Resources Manager/designee shall maintain a status pending file for employees who have been issued the Notification of Conditional Qualification, CR-3605, by the examining medical professional, indicating that they have conditions present which require medical attention and re-evaluation during the first 90 days of the employee’s probationary period.
(1) The employee must submit a report from their medical professional to the institutional Human Resource Manager indicating the condition is corrected, controlled, or improving. Failure to comply shall result in separation by the hiring agency.

(2) The institutional Human Resource manager shall ensure that the Warden/Superintendent receives a report tracking the status of the employees whose employment is conditionally qualified, on a monthly basis. Any conditionally qualified employee who fails to provide the required medical documentation or who is unable to provide the proof that the condition is corrected, controlled, or improving may be subject to termination.

(3) A copy of any re-evaluations shall be placed in the employee’s confidential health file.

5. Upon successful completion and conclusion of all pre-employment examinations, the candidate will be offered employment contingent on the completion of standards set forth within the BCOT training to include a psychological evaluation by the TDOC.

6. Components of the Psychological Reviews:

a. **Review:** A psychological examination and evaluation will be administered by a mental health professional contracted by the TDOC and will be performed at the Tennessee Correction Academy (TCA) or at other sites as determined by TDOC.

b. The operational definition and criteria for psychological rejection shall be as follows:

   (1) There is a presence of a diagnostic condition as defined by the current *Diagnostic and Statistical Manual of Mental Disorders* (DSM), as promulgated and published by the American Psychiatric Association, which, in the professional judgment of the examiner, would impair the subject’s ability to perform any essential function of the job or would cause the subject to pose a direct threat to safety.

   (2) The qualified mental health professional shall exercise professional judgment and be allowed discretion in the areas of:

      (a) Substance use disorders which are in remission.

      (b) Mental disorders in remission or controlled by medication, and

      (c) Utilization of the current *Diagnostic and Statistical Manual of Mental Disorders* (DSM) published by the American Psychiatric Association.
c. Final Determinations

(1) Persons who have been determined by the qualified mental health professional to be suffering from a DSM diagnosable mental disorder which would impair the person’s ability to perform any essential function of the job or would cause the person to pose a direct threat to safety shall be certified as not qualified for the position of correctional officer.

(2) The qualified mental health professional shall maintain and keep confidential the results, written notes, and evaluation information pertaining to the TDOC employees for a period of seven years. This material shall not be released other than to the Department by the responsible mental health professional without a written release of information from the individual employee.

(3) The responsible qualified mental health professional shall submit the Psychological Qualifying Results, CR-2940, to the TDOC employing institution indicating whether the individual is psychologically qualified or not qualified; this form shall be placed in the institutional employee’s confidential health file. Second opinions regarding Psychological evaluation results shall not be permitted.

B. A copy of the Fitness for Duty Physician Statement, CR-3932; Confirmation of Psychological Examination, CR-2940; and the Statement of Employee Drug Screen Consent and Results, CR-3610, as well as, copies of the Notification of Conditional Qualifications, CR-3605, and Notification of Immediate Action Required, CR-3607, if applicable, shall be forwarded to the employee’s confidential TCA clinic file.

C. The results of the examinations are final and shall be grounds for separation from the employment process.

D. The Employment Qualification Standards of Correctional Officers will be reviewed annually by the statewide Director of Training/designee.

E. The decision to employ or continue employment of the correctional officer candidate or correctional officer is an administrative issue and rests with the TDOC.

VII. ACA STANDARDS: 4-4062.

Name: 

Last       First    Middle Social Security Number

Sex:   ☐ Male   ☐ Female   Date of Birth ___________   Age _________

Race:   ☐ White   ☐ Black   ☐ Hispanic   ☐ Other

Medication Allergies: ______________________________________________________

Current Medications: ______________________________________________________

FEMALES ONLY: (Date of Last Menstrual Period) _____________________________

DO NOT COMPLETE BELOW THIS LINE – COMPLETED BY HEALTH CARE PROVIDER

Weight: ___________ lbs.   Height ___________ In. _______   BMI: ___________

Temperature: ___________   Blood Pressure: _________________________   Pulse: ___________

Fasting Blood Sugar: _____________________________________________________

UA RESULTS

UA Result: _________________________   Recheck: _________________________

VISION

COLOR BLIND:  ☐ Yes  ☐ No

Uncorrected:   Right 20/ ___________   Left 20/ ___________

Corrected:    Right 20/ ___________   Left 20/ ___________   ☐ Glasses   ☐ Contacts

TB TEST/CBC:

Date of TB Skin Test: _________________   Date read: _______________   Reaction ______ mm

Date of CBC: _________________________   CXR if 10mm or greater
<table>
<thead>
<tr>
<th>Normal</th>
<th>Abnormal</th>
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<tbody>
<tr>
<td>DEVELOPMENT: Lack of normal muscular development, muscular weakness, obesity, or congenital to interfere with the individual's performance of required duties.</td>
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<td>Record identifying marks, tattoos, etc.</td>
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<td>BLOOD PRESSURE: Within normal limits in the judgment of the examining physician. Not greater than 140/90 for either value</td>
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<td>PULSE: Between 50-95 resting</td>
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<tr>
<td>EYES: Visual Acuity – vision in each (correctable) to 20/40 or better. Loss of vision of any portion of visual fields in one eye will disqualify. Color Vision-This will not necessarily disqualify, but the employee shall be aware of this condition and be able to compensate for it by distinguishing basic colors against a favorable background.</td>
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<tr>
<td>EARS: Chronic otitis media, drum perforation or mastoiditis in either ear may be disqualifying.</td>
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<td>HEARING: Employees shall pass a hearing whisper test.</td>
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<tr>
<td>NOSE: Shall be sufficiently free of deformity internally so that breathing is unobstructed.</td>
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<tr>
<td>MOUTH: Shall be free from deformities or conditions that interfere with the proper performance of duty.</td>
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<tr>
<td>THROAT: There shall be no disease or other conditions that would interfere with the proper performance of duty.</td>
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<tr>
<td>NECK: Enlargement requires study to establish cause and may disqualify</td>
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<tr>
<td>Normal</td>
<td>Abnormal</td>
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<td>--------------------------------------------</td>
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<tr>
<td><strong>NODES:</strong> Enlargement requires study to</td>
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<td>establish cause and may disqualify.</td>
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<tr>
<td><strong>HEART:</strong> The action of the heart shall</td>
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<td>be uniform, free and steady, its rhythm</td>
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<td>regular and free from organic changes.</td>
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<tr>
<td>Employees shall be free from functionally</td>
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<td>limiting heart disease. Arteriosclerosis,</td>
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<td>cardiac enlargement, valvular lesion,</td>
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<td>hypertension (uncontrolled), or active</td>
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<tr>
<td>disease of any kind are disqualifying if</td>
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<tr>
<td>the physician determines that the condition</td>
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<td>may interfere with the proper performance</td>
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<td>of duty.</td>
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<td><strong>LUNGS:</strong> Respirations shall be full,</td>
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<td>easy, and regular with normal pulmonary</td>
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<td>function. Breath sounds must be clear and</td>
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<td>distinct over both lungs. The respiratory</td>
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<td>system must be free of chronic disabling</td>
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<td>conditions or active diseases including</td>
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<td>active tuberculosis.</td>
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<td><strong>ABDOMEN:</strong> Examine for tenderness,</td>
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<tr>
<td>masses, enlarged organs, and muscle tone.</td>
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<td><strong>CHEST:</strong> Examination for evidence of</td>
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<td>deformity or masses shall be completed on</td>
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<tr>
<td>all individuals</td>
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<td><strong>HERNIA:</strong> Actual hernia in any form that</td>
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<td>affects the individual's ability to perform</td>
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<td>shall disqualify the employee. A repaired</td>
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<td>hernia with no residual disability is not</td>
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<td>disqualifying.</td>
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<td><strong>GENITALIA:</strong> Active genitourinary</td>
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<td>disease may disqualify. If an individual</td>
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<td>is found to have an active sexually</td>
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<td>transmitted disease, he/she shall be</td>
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<td>instructed to contact his/her private</td>
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<td>physician for follow-up and treatment. An</td>
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<tr>
<td>individual shall not be disqualified due to</td>
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<td>a venereal disease unless the physician</td>
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<tr>
<td>determines that the condition may interfere</td>
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<td>with job performance. Evidence of adequate</td>
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<tr>
<td>treatment is needed prior to the first day</td>
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<tr>
<td>of employment.</td>
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<tr>
<td>Normal</td>
<td>Abnormal</td>
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<tr>
<td><strong>EXCESSIVE MENSTRUAL BLEEDING</strong>: If, in the opinion of the medical examiner, excessive menstrual bleeding would interfere with the proper performance of duty, it shall be cause for disqualification. Any unusual circumstances should be explained if not disqualified.</td>
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<tr>
<td><strong>SKIN</strong>: Employees shall be free of lesions, large nevi, or scars that are apt to become ulcerated, and parasitic or systemic skin diseases. Disqualification for a dermatological condition such as eczema, psoriasis, lupus, etc., shall be within the discretion of the physician.</td>
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<tr>
<td><strong>SPINE</strong>: Pronounced scoliosis, kyphosis, or other back disability shall disqualify if, in the opinion of the medical examiner, the condition would interfere with the proper performance of duty.</td>
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<tr>
<td><strong>EXTREMITIES</strong>: Employees shall be free from debilitating arthritis, infections of joints, sprains, stiffness, or other conditions that would interfere with the proper performance of duty. Extremities must be reasonably symmetrical both in length and development. Absence of a thumb and/or three fingers on one hand will disqualify candidates.</td>
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<tr>
<td><strong>NEUROLOGIC</strong>: Employees shall be free of disabling or limiting neurologic disorders. Individuals with epilepsy or seizure disorders must provide evidence of at least one-year seizure-free history with medication control. Individuals diagnosed with narcolepsy must show documentation of control without recurrent episode within past year.</td>
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| **LABORATORY**: a) Dipstick urinalysis shall be within normal limits.  
   b) Complete Blood Count (CBC) shall be within normal limits.  
   c) Fasting/Random Blood Sugar, if history or suspicion of diabetes. |  |
<table>
<thead>
<tr>
<th>Normal</th>
<th>Abnormal</th>
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<tbody>
<tr>
<td>CHECK EACH ITEM IN APPROPRIATE COLUMN; ENTER “NA” IF NOT APPLICABLE.</td>
<td>DESCRIBE EACH ABNORMALITY IN DETAIL</td>
</tr>
<tr>
<td>TUBERCULIN SKIN TEST: A tuberculin skin test, PPD, shall be administered according to TDOC Policy #113.44, Tuberculosis Control. A positive result shall be followed up with a chest x-ray. The results of the chest x-ray may be disqualifying based on the physician’s judgment.</td>
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<tr>
<td>Chronic Pain: Daily use of class two narcotics. State the prognosis.</td>
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<tr>
<td>Substance use treatment: Daily use of class two or class three narcotics. State the prognosis.</td>
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</tbody>
</table>

I understand that this is an official document of the Tennessee Department of Correction and that it will be used to determine if the employee is medically fit to perform the required duties of the employee's job as outlined in the *Standards for Correctional Officers Physical Examination* provided to me. By my signature on this document and based on my personal knowledge and professional judgment, each and every assertion is true.

Examining Professional Signature

Date
Upon offer of conditional employment with the Department of Correction, I acknowledge by my signature below that I have been informed of the following conditions of employment:

1. I must pass a physical examination provided by a licensed physician, nurse practitioner, or physician’s assistant designated by the Tennessee Department of Correction at the Agency’s expense.

2. I understand that the Department of Correction will conduct a criminal background screening through the NCIC (National Crime Information Center).

3. I must successfully complete the four (4) week course of study at the Tennessee Correction Academy.

4. I must be certified by a licensed mental health professional, selected by and contracted to the Department of Correction, to be free from all apparent mental disorders which, in the professional judgment of the examiner, would impair my ability to perform any essential function of the job or would cause me to pose a direct threat to safety.

5. I understand if hired, I am a probationary employee in accordance with the Tennessee Excellence Accountability, and Management (T.E.A.M.) Act and the Tennessee Department of Human Resource Rules, and, as a probationary employee, I have no right of appeal with regard to determinations made as to physical or psychological unsuitability.

6. I understand that I will be required to submit a drug screen urinalysis conducted by the Department of Correction or by a person(s) contracted for that purpose.

7. I understand that as a result of failing to satisfy the above conditions, I may be terminated as a probationary employee without right of appeal.

8. I acknowledge that these conditions have been explained to me and that I have had the opportunity, before accepting employment with the Department of Correction, to ask any questions I have about what these conditions may mean to my employment.

______________________________  ____________________________
Candidate’s Signature                     Date

______________________________  ____________________________
Institutional Human Resources Officer or Interview Board Chairperson  Date
CONFIRMATION OF PSYCHOLOGICAL EXAMINATION

NAME OF APPLICANT: ____________________________  DIVISION: _______________

FROM THE COMMISSIONER OF TENNESSEE DEPARTMENT OF CORRECTION

This form should be presented to the psychologist/psychiatrist providing psychological evaluation for the purpose of employment as a Correctional Officer with the Tennessee Department of Correction. Upon completion of psychological evaluation, the examining professional should check the appropriate confirmation statement and sign this form in the space provided. This form should then be forwarded to the Human Resources staff at the requesting facility/district.

TO THE EXAMINING PSYCHOLOGIST/PSYCHIATRIST

Pursuant to Tennessee Code Annotated, Section 41-1-116, applicants for Correctional Officer must be free from any disorder as described in the current edition of the Diagnostic and Statistical Manual of Mental Disorders of the American Psychiatric Association that would in the professional judgment of the examiner, impair the subject’s ability to perform any essential function of the job or would cause the subject to pose a direct threat to public safety. Applicants must be certified as meeting these criteria by a Tennessee licensed health care provider qualified in the psychiatric or psychological fields. Upon completion of evaluation, please sign the appropriate statement and return this document to the Commissioner/designee of the Tennessee Department of Correction.

Requested by: ____________________________  Facility/District: ____________________________

CONFIRMATION STATEMENT BY THE EXAMINING PROFESSIONAL

I have evaluated tests administered to the referenced individual and find that this officer is:

☐ QUALIFIED  ☐ NOT QUALIFIED

to be certified under the provisions of Tennessee Code Annotated Section 39-17-1315. This Confirmation Statement further finds that this officer can safely perform the essential function of their position. The results of my evaluation are available to the Tennessee Department of Correction upon request.

Any person who, with intent to deceive, makes any false statement on this document commits the offense of perjury pursuant to T.C.A. 39-16-702.

__________________________________________________________________________

Psychologist/Psychiatrist Signature

Printed or Typed Name of Psychologist/Psychiatrist ____________________________

License Number ____________________________  State of License ____________________________

Street Address ____________________________  City, State, Zip Code ____________________________  Telephone Number ____________________________

Date of Psychological Examination ____________________________  Today’s Date ____________________________

RETURN TO: ______________________________________  HR Manager

Email: ______________________________________  or

Fax: ______________________________________
Employee’s Full Name: ________________________________

<table>
<thead>
<tr>
<th>LAST 4-DIGITS OF SS NUMBER</th>
<th>DATE OF BIRTH</th>
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</table>

Please check “✓” all conditions that apply to your current health and briefly explain in the space provided below.

- 1. Asthma
- 2. Back problems
- 3. Cancer
- 4. Seizures, narcolepsy
- 5. Diabetes
- 6. Foot problems
- 7. Headaches
- 8. Heart attack or heart disease
- 9. Hernia
- 10. High Blood Pressure
- 11. Indigestion
- 12. Kidney Infection/Stones/Disease
- 13. Peptic Ulcers
- 14. Rheumatic Fever
- 15. Do you volunteer at a homeless shelter on a regular basis?
- 16. Tuberculosis (TB): Persistent/ productive cough, weight loss, night sweats, fever, loss of appetite, bloody sputum
- 17. Have you ever had a positive TB skin test?
- 18. Have you ever been told you have Tuberculosis?
- 19. Have you ever taken medication for Tuberculosis?
- 20. Were you ever given BCG?
- 21. Do you have any allergies?
- 22. Are you under the care of a physician for a chronic illness of injury?

Explain the above checked conditions and list all medications, illnesses, injuries, and operations.

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

TB Tests:
- IGRA Blood Test: Date: ___________ Result: ___________ Date: ___________

<table>
<thead>
<tr>
<th>DATE</th>
<th>ANTIGEN</th>
<th>LOT#</th>
<th>SITE</th>
<th>DATE READ</th>
<th>REACTION IN MM</th>
<th>CHEST X RAY DATE/RESULT</th>
<th>NURSE</th>
</tr>
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<tbody>
<tr>
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<td>TUBERSOL</td>
<td>FA</td>
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</tbody>
</table>

Blood Pressure: ___________ Pulse: ___________ Respiration: ___________

I certify that to the best of my knowledge that I am not affected with any form of disease or disability which would interfere with the performance of the duties of the position for which I am applying. I authorize the release to and use by the Tennessee Department of Correction any medical records needed to verify the answers given.

Employee Signature: ___________________________ Date: ___________

Examining Medical Professional Signature: ___________________________ Date: ___________
Applicant / Employee Health History Questionnaire

Name: ____________________________________________  Last Four of SS Number: ____________________________

Address: ____________________________________________  Number Street Apt. #: ____________________________

City State Zip: ____________________________________________

IN CASE OF EMERGENCY, NOTIFY:

Name: ____________________________________________  Relationship: ____________________________

Address: ____________________________________________  Phone: ____________________________

City State Zip: ____________________________________________

YOUR REGULAR PHYSICIAN:

Name: ____________________________________________

Address: ____________________________________________  Phone: ____________________________

City State Zip: ____________________________________________

INSTRUCTIONS TO EMPLOYEE:

Each employee must read and answer the following questions prior to the physical examination. Use blank spaces to explain your answer and list all illnesses, injuries and operations. Any false statements/omissions will disqualify you from further consideration.

Do you now have or have you ever had any of the following conditions?

1. Asthma ____________________________________________  □ Yes  □ No
2. Back Trouble ________________________________________  □ Yes  □ No
3. Cancer ____________________________________________  □ Yes  □ No
4. Convulsions / seizure disorder / epilepsy / narcolepsy ________________________________________  □ Yes  □ No
5. Diabetes ____________________________________________  □ Yes  □ No
6. Foot trouble ________________________________________  □ Yes  □ No
7. Headaches (indicate frequency) ________________________________________  □ Yes  □ No
8. Heart Attack or Disease ________________________________________  □ Yes  □ No
9. Hernia ____________________________________________  □ Yes  □ No
10. High Blood Pressure ________________________________________  □ Yes  □ No
11. Kidney Infection/stones/disease ________________________________________  □ Yes  □ No
12. Liver Disease  

13. Are you a smoker?  □ Yes  □ No  If YES, packs per day?  

14. Neurologic/neuromuscular disease  

15. Peptic ulcers  

16. Rheumatic Fever  

17. Tuberculosis (Symptoms: persistent cough, weight loss, night sweats, bloody sputum, loss of appetite, fever)  □ Yes  □ No  
Have you ever tested positive on a TB skin test?  

18. Arthritis  

19. Have you been treated or hospitalized for a nervous or mental illness?  

20. Have you been rejected for Military Service for physical reasons?  

21. Have you received a medical discharge from Military Service?  

22. Have you ever collected Worker’s Compensation insurance or received a medically or psychologically related pension?  

23. Do you have difficulty or limitations pertaining to the following activities: Walking, Standing, Lifting, Balancing, Climbing, Stooping, Reaching?  

24. Do you have a visual disorder or wear glasses/contacts?  

25. Do you have difficulty hearing?  

26. FEMALES: Are you pregnant or suspect pregnancy?  □ Yes  □ No  
Total pregnancies:  Hysterectomy?  □ Full  □ Partial  

27. List all past surgeries:  

28. List all past injuries, accidents, or illnesses:  

29. Are you under the care of a physician for any illness or injury?  □ Yes  □ No  

If yes, explain  

I UNDERSTAND that the duties of security personnel in the Tennessee Department of Correction require physical exertion involving prolonged walking and standing, lifting, balancing, climbing, stooping, participating in the return of escapees, running, and may involve unusual mental or nervous stress.  

I CERTIFY that to the best of my knowledge and belief that I am not affected with any form of disease or disability which would interfere with the performance of the duties of the position for which I am applying. I authorize the release to and use by the Tennessee Department of Correction of any medical records needed to verify the answers given in this health history.  

Signature  

Date
TENNESSEE DEPARTMENT OF CORRECTION

NOTIFICATION OF CONDITIONAL QUALIFICATION

Name: ____________________________________________

Last First Middle Last Four of SS Number

Tennessee Code Annotated §41-1-116 and §4-3-603 require the Tennessee Department of Correction (TDOC) to certify that all persons appointed to the Correctional job classifications are free from apparent physical disorders which in the professional judgment of the examiner, would impair the subject's ability to perform any essential function of the job or would cause the subject to pose an employment hazard to themselves or others.

You have been given a complete physical examination in accordance with TDOC Policy #305.06. The result of the examination indicates that there are conditions present in your case, which require medical attention and re-evaluation during the next 90 days. You will be responsible for placing yourself under your physician’s supervision while meeting the recommendations made by medical personnel, if necessary, for correcting areas of concern.

A follow-up medical evaluation is necessary prior to 90 days from your date of hire.

I am required to provide a current report from my physician addressing the following conditions:

☐ BLOOD PRESSURE STATUS: Reading on __________ revealed a blood pressure of __________ / __________
Reading on __________ revealed a blood pressure of __________ / __________

☐ CARDIAC STATUS: My EKG performed on __________ at my examining medical professional’s office revealed

☐ T.B. SKIN TEST CONVERSION: My skin test on __________ was read as __________ mm.
My follow-up chest x-ray was performed on

☐ HEMOGLOBIN A1C: Reading on __________ revealed an A1C of __________

☐ HEMOGLOBIN: Reading on __________ was __________ g/dl.

☐ OTHER: ___________________________________________________________

I have been further advised that in order to correct these areas of concern, I need to have my examining medical professional submit a written report to my Warden/designee. I accept the job as a Correctional Officer with full knowledge thereof and further release the State from any and all responsibility and/or liability which may arise during the probationary period which may be relative to any of the above listed pre-existing condition(s) as stated.

Examiner Medical Professional Signature __________________________ Printed Name __________________________ Date __________

I have read the above which has been fully explained to me by the institutional hiring authority. I understand my probationary employment is conditional based on the correction/control of the following condition(s) and must be re-evaluated by my personal physician and meet satisfaction of appropriate medical personnel prior to the date on which my probationary status ends.

Correctional Officer Candidate Signature __________________________ Institutional Human Resources Representative Signature __________________________ Date __________
The results of your physical examination conducted by your Examining Medical Professional do not meet minimum standards for employment qualification as set forth in TDOC Policy 305.06 because of the following findings:

- **Vision:** Right 20/ _______ Left 20/ _______
- **Hearing:** Binaural hearing loss was calculated at: ________________

This Notification of Immediate Action Required allows the Correctional Officer Candidate an opportunity to correct conditions which otherwise would disqualify him/her from employment based on minimum standards set forth in the Tennessee Department of Correction Policy 305.06. I understand that my employment is conditionally based on the correction of the above referenced condition(s).

I further understand that the following must be presented to the hiring institution's Human Resource Manager within the first 14 days of my conditional employment offer.

- **Statement from Examining Medical Professional (on professional letterhead)**
  - Must state what the vision is **without** glasses/contacts and **with** glasses/contacts. Vision must be correctable to 20/40 or better in each eye.
  - Audiogram must state what binaural hearing loss is **without** hearing aides and **with** hearing aides. Must be correctable to less than 15% binaurally.

- **Device & Proof of Purchase**
  - Glasses/contacts must be **purchased** to correct your vision within the first 14 days after conditional offer of employment. Both the glasses/contacts and proof of purchase need to be submitted with this form.
  - Hearing aides must be **purchased** within the first 14 days after conditional offer of employment. The hearing aides and proof of purchase need to be submitted with this form.

______________________________________________________________________________

Correctional Officer Candidate ___________________________ Date ___________________
# Audiometric Testing Results

**TENNESSEE DEPARTMENT OF CORRECTION**  
**AUDIOMETRIC TESTING RESULTS**

**FREQUENCY IN HERTZ (Hz)**

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<thead>
<tr>
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<th>10</th>
<th>20</th>
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<th>40</th>
<th>50</th>
<th>60</th>
<th>70</th>
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**Hearing Level in Decibels (dB)**

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<td>100</td>
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<td>100</td>
<td>110</td>
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</table>

**Calculations**

- **Right:**
- **Left:**
- **Binaural:**

**Unmasked**

- **Right (Red):** O
- **Left (Blue):** X

**Masked**

- **Right (Red):** △
- **Left (Blue):** □

**Pass/Fail**

- **Pass:** ☐
- **Fail:** ☐

**Tester**

**Date**

**Reviewed By:**

---

**CR-3608 (Rev. 08-18) **  
**Duplicate as Needed**  
**RDA 2195**
TENNESSEE DEPARTMENT OF CORRECTION

EMPLOYEE DRUG SCREEN CONSENT & RESULTS

Applicant's Name (Please Print)  Social Security Number

I hereby consent to a urine specimen to be collected for the purpose of alcohol/drug screening. I understand that if I fail to submit a urine specimen or my specimen results are positive for illegal drugs or alcohol, I will no longer be considered for employment with the Tennessee Department of Correction.

Signature  Date

FOR OFFICIAL USE ONLY

In compliance with TDOC Policy 305.06, the following Correctional Officer* applicant has submitted a urine sample for drug screen analysis. The specimen has been field-tested and the result is:

Collection site: ____________(Institution)  Date specimen collected: ___________

☐ Negative

☐ Positive (Positive specimens are submitted to the contract laboratory for confirmation testing)

Tester’s Initials: ___________

Lab Results:

☐ Negative  ☐ Positive – Substance(s): ________________________________

*As defined in TDOC policy 305.06
TENNESSEE DEPARTMENT OF CORRECTION
Fitness for Duty Physician Statement

Each person seeking employment as a Correction Officer must have passed a physical examination by a licensed physician, or Nurse Practitioner based on the provided Standards for Correctional Officer Physical Examination. Upon completion of the examination, it is the potential employee’s responsibility to return this document to their hiring institution.

By completing this form, the Health Care Provider attests that he/she is authorized and competent to attest to matters contained in this statement.

Date of Examination of employee: _________________________________

☐ QUALIFIED I have performed the physical examination based on the Standards for Correctional Officer Physical Examination and find that this person is qualified and fit for duty.

☐ CONDITIONALLY QUALIFIED Employee is found to have a medical condition that upon correction qualifies the candidate (Conditional Qualification) and in the discretion of the examining medical professional, is not determined to be serious enough to prevent performance of required duties. My Conditional Qualification is contingent on me rectifying this condition in the time frame defined by the hiring agency. Please state condition to be rectified and attach completed form CR-3605 and/or CR-3607.

☐ NOT QUALIFIED
Employee Diagnosis or Condition: _________________________________

While diagnosed and suffering from this condition, the employee named above is medically unable to perform the duties of his/her position as outlined in the Tennessee Department of Correction Standards for Correctional Officers Physical Examination and Instructions to Examining Physician provided to me. In making this medical diagnosis, I have reviewed the aforementioned documents and was able to make an unquestionable determination concerning the employee’s ability to perform his/her duties.

Specific duties the employee is unable (or was unable to perform while suffering from this condition):

Specific reason(s) employee cannot/could not perform these duties are: ________________________________________________

Health Care Provider
Name(Printed): ________________________________________________

Licensed to practice in the State of Tennessee as a: ________________________________________________

Licensed by(Licensing Board): ___________________________ License Number: ___________________________

Office Address: ________________________________________________ City: ___________________________

State: __________ Zip Code: ____________ Telephone Number: ___________________________

Examine Medical Professional Signature ___________________________ Date ___________________________
INSTRUCTIONS TO THE EXAMINING MEDICAL PROFESSIONAL
PART TWO

The attached documents are the Tennessee Department of Correction criteria established for individuals seeking consideration for employment for the position of Correctional Officer, and the physical examination for, certifying such, which must be completed and signed by the examining licensed physician (M.D., D.O., FNP or PA).

The duties of the correctional officer may require physical exertion involving prolonged walking and standing, running, lifting, balancing, climbing, stooping, restraining or carrying inmates in emergencies, and participating in the apprehension and return of escapees, which may involve physical stress. Employees must be free from such physical defects or disease that may constitute employment hazards to them or others, and be capable of efficiently performing the duties of their position. Employees must be able to wear the standard Emergency Escape Breathing Apparatus (EEBA).

The Basic Correctional Officer Training program (BCOT) is six weeks in length and involves rigorous physical training. This training includes but is not limited to, self-defense and use-of-force skills training, and firearms qualifications with multiple weapons (handgun and shotgun). Trainees must also participate in electronic restraint training and may be exposed to chemical agents during training exercises.

The **correctional officer must be able to meet the physical requirements and conditions for firearms training, firing a hand gun, firing in inclement weather, possible exposure to lead based smoke on an outdoor range, possible exposure to weapons cleaning solvent. Note: Hearing and eye protection are required for all range activities.**

The Physical Examination shall be conducted by the Examining Medical Professional. The examiner shall use the provided *Standards for Correctional Officers Physical Examination* as a guideline; these standards present the procedures and guidelines which correspond to Policy #305.06 Employment Qualification Standards of Correctional Officers.

Upon completion of the packet of forms, they should be returned by fax to:

---

Hiring Institution Human Resource Manager

Secured Fax Number
INSTRUCTIONS:

Please change Section VI.(B)(1)(d) to read as follows:

“d. The hiring authority shall require all probation parole officer candidates to submit a urine sample for drug screen analysis after a conditional offer of employment has been made. All urine specimens will be tested in accordance with Policy #302.12, Drug-Free Workplace”.

Please change Section VI.(D) to read as follows:

“D. The standards for the Community Supervision Fitness for Duty Physical Evaluation as found on the Post-Offer Physical Evaluation Report, CR-3981, shall be reviewed annually by the Staff Learning and Development Administrator/designee”.

Please strikethrough CR-3981 on pages 9 through 10 and strikethrough CR-3977 on page 13.

Insert the attached pages 15 through 17 and renumber all policy pages accordingly.
# TENNESSEE DEPARTMENT OF CORRECTION
## COMMUNITY SUPERVISION
### POST-OFFER PHYSICAL EVALUATION REPORT

Employee Name: ___________________________________  ___________________________________  ___________________________________

DOB   Age   Race   Sex   HT   WT   Pulse   Resp   Temp   B/P   Drug/Food Allergies:

<table>
<thead>
<tr>
<th>Vision</th>
<th>Corrected OD 20/</th>
<th>Uncorrected OS 20/</th>
</tr>
</thead>
</table>

<table>
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<th>ABN</th>
<th>COMMENTS</th>
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</thead>
<tbody>
<tr>
<td>1. Head</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Neck</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Eyes</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>4. Ears/Nose/Throat</td>
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<td>5. Lungs</td>
<td></td>
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</tr>
<tr>
<td>6. Heart</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Abdomen</td>
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</table>

**RANGE OF MOTION**

1. Neck
2. Back
3. Extremities
4. Reflexes
5. Motor
6. Cerebellar
7. Neurological

<table>
<thead>
<tr>
<th>THE USE OF OR ABILITY TO:</th>
<th>YES</th>
<th>NO</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Heavy lifting, 45 pounds or over?</td>
<td>√</td>
<td></td>
<td>√</td>
<td></td>
</tr>
<tr>
<td>2. Heavy carrying, 45 pounds or over?</td>
<td>√</td>
<td></td>
<td>√</td>
<td></td>
</tr>
<tr>
<td>3. Pull hand-over-hand?</td>
<td></td>
<td></td>
<td>√</td>
<td></td>
</tr>
<tr>
<td>4. Reaching above the shoulders?</td>
<td></td>
<td></td>
<td>√</td>
<td></td>
</tr>
<tr>
<td>5. Use of the fingers?</td>
<td></td>
<td></td>
<td>√</td>
<td></td>
</tr>
<tr>
<td>6. Use of both hands?</td>
<td></td>
<td></td>
<td>√</td>
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<td>7. Continuous standing for eight or more hours?</td>
<td></td>
<td></td>
<td>√</td>
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<td>8. Continuous walking for eight or more hours?</td>
<td></td>
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<td>√</td>
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<tr>
<td>9. Climbing with use of arms and legs?</td>
<td></td>
<td></td>
<td>√</td>
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</tr>
</tbody>
</table>

Are you currently on any medication: (If yes, please list below)

Signature of Examining Physician ___________________________________  Date __________

Please return this form by fax to: ____________________________  ATTN: ____________________________
The attached documents are the Tennessee Department of Correction criteria established for individuals seeking consideration for employment for the position of Probation Parole Officer, and the fitness-for-duty physical evaluation for, certifying such, which must be completed and signed by the examining medical professional.

The duties of the Probation Parole Officer require the investigation and management of convicted criminal offenders who may present physical danger to officers and to the public. In the supervision, treatment, and control of these offenders, these duties require moderate to arduous physical exertion, including prolonged periods of walking, sitting, and standing; physical dexterity and coordination necessary to operate a firearm and less-than-lethal weapons; and use of self-defense tactics. Probation Parole Officers face unusual mental and physical stress because they are in frequent, direct contact with convicted criminals in a community setting.

The Basic Probation Parole Officer Training is six weeks in length and involves moderate physical training. This training includes but is not limited to, self-defense and use-of-force skills training and firearms qualification. Trainees must also participate in electronic restraint training and may be exposed to chemical agents during training exercises.

The Probation Parole Officer must be able to meet the physical requirements and conditions for firearms training, which includes firing a hand gun, firing in inclement weather, possible exposure to lead based smoke on an outdoor range, and possible exposure to weapons cleaning solvent. **Note: Hearing and eye protection are required for all range activities.**

The Fitness-For-Duty Physical Evaluation shall be conducted by the Examining Medical Professional. The examiner shall use the provided standards as a guideline; these standards present the procedures and guidelines which correspond to Policy #305.06.1, Employment Qualification Standards of Probation Parole Officers.

Upon completion of the packet of forms, they should be returned by fax to:

---

Human Resource Representative

Fax number
**Physical Examination:** A satisfactory minimum physical examination will be conducted by the examining medical professional of Probation Parole Officer Candidate choice.

A satisfactory minimum physical evaluation will include a review of past health history, age, weight, height, vital signs, visual acuity, hearing, general appearance, eyes, ears, nose, throat, mouth, heart, and lungs, range of motion, spine, extremities, cerebellar; reflexes, and motor skills.

Each employee shall meet the following standards:

1. **Development** – Lack of normal muscular development, muscular weakness, or congenital or acquired deformity may be disqualifying if such is deemed in the judgment of the physician, to interfere with the individual’s performance of required duties.

2. **Blood Pressure** – Within normal limits in the judgment of the examining physician.

3. **Pulse** – Between 50 and 95 (resting).

4. **Eyes**
   a. **Visual Acuity** – Vision in each eye (correctable) to 20/40 or better. Loss of vision in one eye will disqualify.
   b. **Color Vision** – This will not necessarily disqualify, but the employee shall be aware of this condition and be able to compensate for it by distinguishing basic colors against a favorable background.

5. **Ears** – Chronic otitis media, drum perforation or mastoiditis in either ear may be disqualifying.

6. **Hearing** – Employees shall pass a hearing whisper test. Issuance of CR-3607, Notification of Immediate Action Required, will require an Audiometric Test noting binaural hearing loss without hearing aides and with hearing aides – must be correctable to less than 15% binaurally.

7. **Nose** – Shall be sufficiently free of deformity internally so that breathing is unobstructed.

8. **Mouth** – Shall be free from deformities or conditions that interfere with the proper performance of duty.

9. **Throat** – There shall be no disease or other conditions that would interfere with the proper performance of duty.

10. **Neck** – Enlargement requires study to establish cause and may disqualify.

11. **Heart** – The action of the heart shall be uniform, free and steady, its rhythm regular and free from organic changes. Employees shall be free of functionally limiting heart disease. Arteriosclerosis, cardiac enlargement, valvular lesion, hypertension (uncontrolled), or active disease of any kind are disqualifying if the physician determines that the condition may interfere with the proper performance of duty.

12. **Lungs** – Respirations shall be full, easy, and regular with normal pulmonary function tests. Breath sounds must be clear and distinct over both lungs. The respiratory system must be free of chronic disabling conditions or diseases including active tuberculosis. Also complete page 5 of this form, *Applicant Tuberculosis Screening Tool*. Please note a TB skin test is not necessary unless the examination/screening reveals respiratory concerns.


14. **Spine** – Pronounced scoliosis, kyphosis, or other back disability shall disqualify if, in the opinion of the medical examiner, the condition would interfere with the proper performance of duty.
15. **Extremities** – Employees shall be free from debilitating arthritis, infections of joints, sprains, stiffness, or other conditions that would interfere with the proper performance of duty. Extremities must be reasonably symmetrical both in length and development.

16. **Cerebellar** – Tremors that worsen with physical or mental stress may be disqualifying.

17. **Neurologic** – Employees shall be free of disabling or limiting neurologic disorders. Individuals with epilepsy or seizure disorders must provide evidence of at least one-year seizure-free history with medication control. Individuals diagnosed with narcolepsy must show documentation of control without recurrent episode within past year.

All abnormalities of history of physical evaluation shall be recorded.

The following diseases or conditions (including but not limited to) will result in mandatory disqualification, unless otherwise noted on CR-3605 or CR-3607, as a medical condition that upon correction qualifies the candidate (Conditional Qualification) and in the discretion of the examining physician, are not determined to be serious enough to prevent performance of required duties:

- Hypertension, uncontrolled
- Narcolepsy with episodes in the past 12 months
- Convulsions Neuromuscular disorder: Epilepsy with seizures in the past 12 months
- Chronic tremor that interferes with function
- Coronary artery disease or cardiomyopathy, which is symptomatic/disabling
- Implanted defibrillator/pacemaker
- Osteomyelitis (Bone infection)
- Diabetes, uncontrolled with Hgb A1c>7.5 for the past year
- Epilepsy
- Heart Disease, Active/disabling
- Pulmonary Disorders that are chronic and require ongoing physician care
- Ruptured intervertebral disc, other significant and debilitating back trouble
- Any infectious disease which is contagious either through respiratory exposure or by contact is disqualifying
- Absence of a thumb and/or three fingers on one hand
- Absence of an eye

**REPORTING OF QUALIFICATION RESULTS**

The “Community Service Employee Health History Questionnaire” (CR-3978) will be used to record the results of the health history. This is completed by the Probation Parole Officer Candidate prior to the Fitness-For-Duty Physical Evaluation.

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TENNESSEE DEPARTMENT OF CORRECTION

POST-OFFER PHYSICAL EVALUATION REPORT
Fitness for Duty Physical Evaluation Standards

APPLICANT TUBERCULOSIS SCREENING TOOL

Applicant Name (Printed)________________________________________________________________

Have you experienced any of the following symptoms within the last year?

<table>
<thead>
<tr>
<th></th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Prolonged cough <em>(lasting 3 weeks or longer)</em></td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>2. Productive cough <em>(if yes, state color)</em></td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>3. Coughing up blood</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>4. Chest pain</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>5. Get tired easily</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>6. Weight loss <em>(if yes, how many lbs., time period)</em></td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>7. Loss of appetite</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>8. Night sweats</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>9. Fever or chills</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

Are you immunocompromised? *(Diabetes, End stage renal disease, cancer, HIV, prolonged corticosteroid therapy, gastric bypass or immunosuppressive arthritic therapy)*

<table>
<thead>
<tr>
<th></th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>☐</td>
<td>☐</td>
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</table>

Were you given BCG at any time?

<table>
<thead>
<tr>
<th></th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

Have you traveled to Asia, the Caribbean, South America, or Africa within the last year?

<table>
<thead>
<tr>
<th></th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>☐</td>
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</tbody>
</table>

Have you ever had a positive TB skin test or positive TB blood test?

<table>
<thead>
<tr>
<th></th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

Have you ever been told that you had tuberculosis?

<table>
<thead>
<tr>
<th></th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

Do you Volunteer to a homeless shelter on a regular basis?

<table>
<thead>
<tr>
<th></th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

Have you ever taken medication for TB?

List medications:___________________________________ Treatment date(s):____________________________

IF BASED ON PHYSICAL EXAMINATION AND/OR ANSWERS TO THE ABOVE QUESTIONS IT IS DETERMINED A TUBERCULOSIS SCREENING SKIN TEST IS NECESSARY PLEASE COMPLETE BELOW:

| Current Test PPD (Brand): __________________________ Lot#: __________________________ |
|-------------------------------|---------------------------------|
| Exp Date: ____________________ Date administered: ____________________ |
| Date read: __________________  Result: __________________ mm |
| Date of IGRA: __________________ Result: __________________ |

Applicant Signature __________________________ Date __________________________

Health Care Provider Signature __________________________ Date __________________________
POLICY CHANGE NOTICE  19-47

INSTRUCTIONS:

Please delete Section VI.(B) and re-letter remaining policy portions.

Please change the newly re-lettered Section VI.(B) to read as follows:

“B. The results of the all examinations are final and shall be grounds for separation from the employment process or termination of employment. Second opinions from representatives outside of the Department or its contract designees shall not be considered. Unacceptable test results, to include the physical examination, the psychological evaluation, and the drug screening, shall be valid for one year. Candidates shall not be eligible for reconsideration until the one-year period has elapsed”. 
I. **AUTHORITY:** TCA 4-3-603, TCA 4-3-606, TCA 39-17-1315, and 40-28-604.

II. **PURPOSE:** To ensure that all persons considered for hire within the Probation Parole Officer series by the Tennessee Department of Correction (TDOC) meet the minimum qualification standards for their respective positions.

III. **APPLICATION:** To District Directors, Correctional Administrators, Field Administrators, Probation Parole Officer Series employees and candidates, and the Tennessee Correction Academy (TCA).

IV. **DEFINITIONS:**

A. **Basic Probation Parole Officer Training (BPOT):** A program designed to prepare probation parole officer candidates for the conditions personnel can expect to encounter working in a community-based correctional environment and to educate those candidates in personal and public safety.

B. **Probation Parole Officer Candidate:** For the purpose of this policy only, probation parole officer candidates refer to all persons seeking initial employment or rehire as Probation Parole Officers I, II, and III, as well as Probation Parole Managers.

C. **Essential Job Function:** For the purposes of this policy, essential job function refers to the specific job duties that are critical to the safe and effective performance of the professional responsibilities within the Probation Parole Officer series.

D. **Examining Medical Professional:** For the purpose of this policy only, a licensed Physician, Nurse Practitioner, or Physician Assistant of a candidate’s choosing, engaged by the candidate at his or her own expense, to conduct an employment physical screening of the candidate, for the purpose of determining the candidate’s physical ability to complete the requirements of the Basic Probation Parole Officer training and to perform the essential job functions of a probation parole officer.

E. **Qualified Mental Health Professional:** For the purpose of this policy only, a licensed psychologist, psychiatrist, or a licensed physician who has completed a residency in psychiatry. This is not to restrict other recognized mental health professionals, including licensed psychological examiners, psychiatric social workers, or psychiatric/mental health nurses (master’s level for each) from being utilized in the screening process; only the responsible psychologist or psychiatrist shall have the final certifying authority.

V. **POLICY:** All probation parole officers shall be qualified or conditionally qualified for employment by an authorized medical professional in accordance with the criteria established within this policy, be psychologically assessed and qualified, and pass all eligibility requirements stated in this policy to ensure the safe and efficient performance of essential job functions.
VI. PROCEDURES:

A. Probation Parole Officer Qualification Standards

1. Essential Job Functions: The duties of the probation parole officer require the investigation and management of convicted criminal offenders who may present physical danger to officers and to the public. In the supervision, treatment, and control of these offenders, these duties require moderate to arduous physical exertion, including prolonged periods of walking, sitting and standing; physical dexterity and coordination necessary to operate a firearm and less lethal weapons; and use of self-defense tactics. Probation parole officers face unusual mental and physical stress because they are in frequent, direct contact with convicted criminals in a community setting. Some of these essential duties include, but are not limited to, the following physical functions:

a. Vision: Driving while on duty and in the dark; observing and monitoring offenders during interviews and field visits; conducting home inspections; visually assessing threats; and reading.

b. Head, Nose, Mouth, Throat, Neck, and Hearing: Communicating clearly during face-to-face and telephone conversations, hearing sounds that require investigation, localizing sounds, conducting unplanned interviews, and focusing attention in noisy situations.

c. Cardiovascular; Musculoskeletal; Neurological; and Respiratory: Responding with unplanned vigorous physical activity, climbing stairs, heavy lifting and/or carrying, pulling hand-over-hand and reaching above the shoulders, using fingers and both hands, attempting to physically restrain aggressive individuals or disengage from an attack, driving vehicles while on duty, driving vehicles in the dark, working in adverse weather, working under stress, walking and/or standing for eight or more hours, walking on uneven surfaces, encountering individuals who display a violent or irrational temperament, repetitive bending and/or kneeling, and confiscating weapons from persons.

d. Gastrointestinal: Working extended and/or varying hours, traveling that requires significant time, and the ability to miss meals.

2. Purpose and Scope of Requirements: Because officers must effectively deal with physical attacks and are subject to moderate or arduous physical exertion, probation parole officer candidates must be physically and psychologically capable of performing these essential job functions. Therefore, the purpose and scope of the fitness-for-duty physical evaluation and psychological requirements is to reasonably ensure and verify the physical and psychological competencies of the probation parole officer candidate and provide for the safety and security of staff and the general public.
a. The examinations are not intended as diagnostic or treatment exams and are limited to determining physical and psychological fitness for the assigned tasks.

b. The examining medical and mental health professionals shall determine whether the individual employee should reasonably be able to perform the duties without presenting an employment hazard to self or others.

3. Physical and Psychological Qualification Standards

a. As determined by an examining medical professional based on the Community Supervision Post-Offer Physical Evaluation Report, CR-3981, probation parole officer candidates shall have the cardiovascular system; gastrointestinal system; head, nose, mouth, throat, and neck; musculoskeletal system; neurological system; respiratory system; vision; and hearing that is sufficient for the individual to complete the pre-service Basic Probation Parole Officer Training through the Tennessee Correctional Academy (TCA) and to safely and efficiently carry out the requirements of the position.

b. As determined by a qualified mental health professional, probation parole officer candidates shall have judgment, cognitive functioning, and social interaction and behavior that will provide for the safe and efficient conduct of job requirements.

c. All medication prescribed to probation parole officer candidates, including psychotropic medication, shall be evaluated by the qualified mental health and/or examining medical professional to ensure that safe and efficient job performance will not be adversely affected.

B. Examinations, Administration, Recording, and Reporting

1. All offers of employment within the probation parole officer series shall be conditional until such time as the probation parole officer candidate meets the minimum physical and psychological qualifications, passes a drug screen, meets the qualifying standards for a criminal background check, and successfully completes pre-service training through TCA.

a. During the application stage, each applicant for the probation parole officer series shall be notified in writing of the pre-conditions for employment including a notice of a physical evaluation to determine fitness-for-duty at his or her expense, a drug screening, a National Crime Information Center criminal background screening, a psychological examination, Firearms Qualification, and a six-week pre-service academy training.

b. During the interview stage each probation parole officer candidate selected for a conditional offer of employment shall sign a Community Supervision Statement of Notification, CR-3973, to acknowledge that he/she has been informed of all necessary special qualifications for employment in the probation parole officer series. The human resources officer or chair of the interview board shall date and sign the form.
c. After a conditional offer of employment is made, probation parole officer candidates shall be instructed to schedule and complete the Fitness for Duty Physical Evaluation at his/her own expense, provide the examining medical professional with the following forms to document his or her findings and return to the hiring authority as soon as practicable but no more than seven days of the examination according to the instructions on the Community Supervision Post-Offer Physical Evaluation Report, CR-3981:

1. Community Supervision Employee Health History Questionnaire, CR-3978, to be completed by the Probation Parole Officer candidate
2. Community Supervision Post-Offer Physical Evaluation Report, CR-3981, to be completed by the examining medical professional
3. Community Supervision Fitness for Duty Physician Statement, CR-3970, to be completed by the examining medical professional
4. Community Supervision Notification of Conditional Qualification, CR-3971, to be completed by the examining medical professional, if applicable
5. Community Supervision Notification of Immediate Action Required, CR-3972, to be completed by the examining medical professional, if applicable

d. The hiring authority shall require all probation parole officer candidates to submit a urine sample for drug screen analysis after a conditional offer of employment has been made. The results shall be recorded on the Community Supervision Employee Drug Screen Consent & Results, CR-3977. All urine specimens will be tested in accordance with Policy #302.12, Drug-Free Workplace.

e. The hiring authority/designee shall submit all necessary documents to process the NCIC background check on each candidate after a conditional offer of employment has been made.

f. Probation parole officer candidates selected for employment shall be evaluated to meet the psychological requirements for the position prior to or during the probation parole officer candidate’s pre-service Basic Probation Parole Officer training through TCA.

g. Probation parole officer candidates selected for employment shall be trained in the use of a semi-automatic pistol and shall meet the qualification standards as set forth by the Department, during the pre-service Basic Probation Parole Officer training through TCA.

h. A probation parole officer candidate’s failure to provide a Community Supervision Fitness for Duty Physician Statement, CR-3970, indicating “Qualified” or “Conditionally Qualified”, to successfully pass the NCIC or TBI fingerprint background check, to achieve acceptable drug screening results, to meet the standards of weapons qualification, or to be psychologically certified shall be grounds for non-selection or termination.
2. Copies of forms referenced in VI.(B)(1) shall be retained separately from the probation parole officer candidate’s human resources file. Once returned to the hiring authority by the examining medical professional, the original forms associated with an employee’s physical screening and health history containing medical information shall be retained by the Human Resources Generalist in the employee’s confidential health file.

3. Components of the Fitness for Duty Physical Evaluation

a. All fitness-for-duty physical evaluations shall be conducted by a licensed physician. A nurse practitioner and/or physician assistant may conduct the physical exam under the supervision of a physician.

b. Probation parole officer candidates shall be evaluated using the Community Supervision Post-Offer Physical Evaluation Report, CR-3981, in order to assess his or her fitness for duty and physical ability to complete pre-service training. This evaluation includes a review of past health history; age, weight, height, vital signs, and drug/food allergies; visual acuity and hearing; general appearance of the skin, eyes, nose, throat, and mouth; heart and lung functioning; and basic assessment of the spine, extremities, and neurologic functioning. A satisfactory minimum evaluation shall include:

   (1) Physical findings that indicate a “within normal limits” for the head, neck, eyes, ears/nose/throat, lungs, heart, and abdomen

   (2) “Within normal limits” for the neck, back, extremities, reflexes, and motor and cerebellar ranges of motion

   (3) Acceptable use or ability to lift and carry 45 pounds or more; pull hand-over-hand and reaching above the shoulders; use of fingers and both hands; continuous walking, sitting, and/or standing for eight hours or more; climbing with the use of the arms and legs; repetitive bending and kneeling; and clear speech.

   (4) Vision in each eye, correctable for acuity, adequate depth perception and peripheral vision, and the ability to distinguish colors in order to provide general visual observation for security and safely operate a vehicle, firearm and other less-than-lethal weapons.

      (a) Vision in each eye shall be correctable to 20/40 or better.

      (b) The inability to distinguish colors shall require the probation parole officer candidate to compensate for it by distinguishing basic colors against a favorable background.

   (5) Hearing loss correctable to less than 15% binaurally

   (6) An analysis of medication the probation parole officer candidate may be taking that can impact the performance of essential job functions.
c. Probation parole officer candidates who are found to have immediately correctable conditions as specified during their fitness-for-duty physical evaluation shall be issued the Community Supervision Notification of Immediate Action Required, CR-3972, and shall be expected to rectify these conditions within the initial 14 days after the conditional employment offer.

(1) The candidate shall provide proof of compliance in accordance with CR-3972 to the hiring authority.

(2) If such corrective action has not been completed within this time frame, the employee shall be considered “not physically qualified” by the hiring authority.

d. Probation parole officer candidates whose evaluations indicate that they have conditions present which require medical attention shall be issued the Community Supervision Notification of Conditional Qualification, CR-3971, by their examining medical professional. This shall result in a re-evaluation during the first 90 days of employment.

(1) The district’s human resources staff shall maintain a status pending file for employees who have been issued the CR-3971.

(2) Prior to the end of the 90 day period, the probation parole officer candidate must submit a report from their examining medical professional to the district’s human resources representative indicating the condition is corrected, or controlled. Failure to comply may result in separation from employment. The district’s human resources staff shall ensure that a copy is placed in the employee’s confidential file.

(3) The district’s human resources staff shall ensure that the District Director receives a report tracking the status of probation parole officer candidates whose employment is Conditionally Qualified due to conditions requiring medical attention, on a monthly basis, until the 90 day re-evaluation report from the examining medical professional qualifies or disqualifies the candidate as fit for duty.

e. Defects, disorders, or physical handicaps which may, in the examining medical professional’s judgment, interfere with the probation parole officer candidate’s ability to perform the essential job functions with or without accommodation or be adversely affected by service may furnish cause for the candidate’s rejection.

4. Components of the Psychological Reviews

a. Review: A psychological examination and evaluation will be administered by a mental health professional contracted by the TDOC. The findings shall be documented on the Community Supervision Confirmation of Psychological Examination, CR-3976, and maintained in the employee’s confidential file.
b. The operational definition and criteria for psychological rejection shall be as follows:

(1) There is a presence of a diagnostic condition as defined by the current *Diagnostic and Statistical Manual of Mental Disorders* (DSM), as promulgated and published by the American Psychiatric Association, which, in the professional judgement of the examiner, would impair the ability to perform any essential job function or would cause the subject to pose a direct threat to safety.

(2) The qualified mental health professional shall exercise professional judgment and be allowed discretion in the areas of:

(a) Substance abuse disorders which are in remission.

(b) Mental disorders in remission or controlled by medication, and

(c) Utilization of the current *Diagnostic and Statistical Manual of Mental Disorders* (DSM) published by the American Psychiatric Association.

(3) The presence of intelligence factors that, in the opinion of the qualified mental health professional, indicate significant deficits of cognitive functioning.

c. Final Determinations

(1) Persons who have been determined by the qualified mental health professional to be suffering from a DSM diagnosable mental disorder which would impair the person’s ability to perform any essential job function or would cause the person to pose a direct threat to the safety of himself/herself or others shall be certified as not qualified for the position of probation parole officer.

(2) The qualified mental health professional shall maintain and keep confidential the results, written notes, and evaluation information pertaining to the TDOC employees for a period of seven years. This material shall not be released other than to the Department by the responsible mental health professional without a written release of information from the individual employee.

(3) The responsible qualified mental health professional shall submit his or her findings on the Community Supervision Confirmation of Psychological Examination, CR-3976, to the Human Resource representative in the employee’s TDOC district office indicating whether the individual is psychologically qualified or not qualified. This form shall be placed in the employee’s confidential health file within the district office.

(4) Second opinions regarding psychological evaluation results shall not be permitted.
C. The results of the all examinations are final and shall be grounds for separation from the employment process. Second opinions from representatives outside of the Department or its contract designees shall not be considered. Unacceptable test results shall be valid for one year. Candidates shall not be eligible for reconsideration until the one year period has elapsed.

D. The standards for the Community Supervision Fitness for Duty Physical Evaluation as found on the Post-Offer Physical Evaluation Report shall be reviewed annually by the Director of Training/designee.

E. The decision to employ or continue employment of the probation parole officer or commissioned employees is an administrative issue and rests with the TDOC.

1. Probation Parole Officers of the TDOC must maintain the minimal qualifications to safely and effectively perform the essential functions of the position to which they are assigned. If there is reasonable concern that an employee of the TDOC cannot perform the essential functions of his/her assigned position without presenting a security risk or an employment hazard to self or others, the TDOC may require a fitness for duty physical or psychological be conducted, at the agency’s expense. A fitness-for-duty examination does not include a drug screen unless there is reasonable suspicion that substance use exists and the procedures defined in TDOC Policy #302.12 are followed. With prior approval of the Assistant Commissioner of Community Supervision, the fitness-for-duty physical or psychological shall be coordinated through the Director of Human Resources. Failure to maintain minimum qualifications may be grounds for termination for the good of the service.

2. Officers shall report the use of any prescription or non-prescription medications that could impair the ability to perform the essential job functions of their position to their supervisors.

VII. ACA STANDARDS: 4-APPFS-3A-03, 4-APPFS-3A-04, 4-APPFS-3E-03, 4-APPFS-3E-12.

VIII. EXPIRATION DATE: March 1, 2022.
Employee Name: ___________________________  ___________________________  ___________________________

DOB  Age  Race  Sex  HT  WT  Pulse  Resp  Temp  B/P  Drug/Food Allergies:

Corrected  OD 20/  ___________________________  Uncorrected  OS 20/  ___________________________

PHYSICAL FINDINGS  WNL  ABN  COMMENTS
1. Head
2. Neck
3. Eyes
4. Ears/Nose/Throat
5. Lungs
6. Heart
7. Abdomen

RANGE OF MOTION
1. Neck
2. Back
3. Extremities
4. Reflexes
5. Motor
6. Cerebellar
7. Neurological

THE USE OF OR ABILITY TO:  YES  NO  YES  NO
1. Heavy lifting, 45 pounds or over?  □  □  10. Repetitive bending, crawling, or kneeling?  □  □
2. Heavy carrying, 45 pounds or over?  □  □  11. Use of both eyes?  □  □
3. Pull hand-over-hand?  □  □  12. Corrected acuity in each eye?  □  □
4. Reaching above the shoulders?  □  □  13. Ability to distinguish colors?  □  □
5. Use of the fingers?  □  □  14. Depth perception?  □  □
6. Use of both hands?  □  □  15. Peripheral vision?  □  □
7. Continuous standing for eight or more hours?  □  □  16. Clear speech?  □  □
8. Continuous walking for eight or more hours?  □  □  17. Ability to hear?  □  □
9. Climbing with use of arms and legs?  □  □

Are you currently on any medication: (If yes, please list below)

Signature of Examining Physician ___________________________  Date ___________________________

Please return this form by fax to: ___________________________  ATTN: ___________________________
The attached documents are the Tennessee Department of Correction criteria established for individuals seeking consideration for employment for the position of Probation Parole Officer, and the fitness-for-duty physical evaluation for, certifying such, which must be completed and signed by the examining medical professional.

The duties of the Probation Parole Officer require the investigation and management of convicted criminal offenders who may present physical danger to officers and to the public. In the supervision, treatment, and control of these offenders, these duties require moderate to arduous physical exertion, including prolonged periods of walking, sitting, and standing; physical dexterity and coordination necessary to operate a firearm and less-than-lethal weapons; and use of self-defense tactics. Probation Parole Officers face unusual mental and physical stress because they are in frequent, direct contact with convicted criminals in a community setting.

The Basic Probation Parole Officer Training is six weeks in length and involves moderate physical training. This training includes but is not limited to, self-defense and use-of-force skills training and firearms qualification. Trainees must also participate in electronic restraint training and may be exposed to chemical agents during training exercises.

The Probation Parole Officer must be able to meet the physical requirements and conditions for firearms training, which includes firing a hand gun, firing in inclement weather, possible exposure to lead based smoke on an outdoor range, and possible exposure to weapons cleaning solvent. **Note: Hearing and eye protection are required for all range activities.**

The Fitness-For-Duty Physical Evaluation shall be conducted by the Examining Medical Professional. The examiner shall use the provided standards as a guideline; these standards present the procedures and guidelines which correspond to Policy #305.06.1, Employment Qualification Standards of Probation Parole Officers.

Upon completion of the packet of forms, they should be returned by fax to:

_________________________  __________________________
Human Resource Representative  Fax number
**Physical Examination:** A satisfactory minimum physical examination will be conducted by the examining medical professional of Probation Parole Officer Candidate choice.

A satisfactory minimum physical evaluation will include a review of past health history, age, weight, height, vital signs, visual acuity, hearing, general appearance, eyes, ears, nose, throat, mouth, heart, and lungs, range of motion, spine, extremities, cerebellar; reflexes, and motor skills.

Each employee shall meet the following standards:

1. **Development** – Lack of normal muscular development, muscular weakness, or congenital or acquired deformity may be disqualifying if such is deemed in the judgment of the physician, to interfere with the individual’s performance of required duties.

2. **Blood Pressure** – Within normal limits in the judgment of the examining physician.

3. **Pulse** – Between 50 and 95 (resting).

4. **Eyes**
   a. **Visual Acuity** – Vision in each eye (correctable) to 20/40 or better. Loss of vision in one eye will disqualify.
   b. **Color Vision** – This will not necessarily disqualify, but the employee shall be aware of this condition and be able to compensate for it by distinguishing basic colors against a favorable background.

5. **Ears** – Chronic otitis media, drum perforation or mastoiditis in either ear may be disqualifying.

6. **Hearing** – Employees shall pass a hearing whisper test. Issuance of CR-3607, Notification of Immediate Action Required, will require an Audiometric Test noting binaural hearing loss without hearing aides and with hearing aides – must be correctable to less than 15% binaurally.

7. **Nose** – Shall be sufficiently free of deformity internally so that breathing is unobstructed.

8. **Mouth** – Shall be free from deformities or conditions that interfere with the proper performance of duty.

9. **Throat** – There shall be no disease or other conditions that would interfere with the proper performance of duty.

10. **Neck** – Enlargement requires study to establish cause and may disqualify.

11. **Heart** – The action of the heart shall be uniform, free and steady, its rhythm regular and free from organic changes. Employees shall be free of functionally limiting heart disease. Arteriosclerosis, cardiac enlargement, valvular lesion, hypertension (uncontrolled), or active disease of any kind are disqualifying if the physician determines that the condition may interfere with the proper performance of duty.

12. **Lungs** – Respirations shall be full, easy, and regular with normal pulmonary function tests. Breath sounds must be clear and distinct over both lungs. The respiratory system must be free of chronic disabling conditions or diseases including active tuberculosis.


14. **Spine** – Pronounced scoliosis, kyphosis, or other back disability shall disqualify if, in the opinion of the medical examiner, the condition would interfere with the proper performance of duty.
15. **Extremities** – Employees shall be free from debilitating arthritis, infections of joints, sprains, stiffness, or other conditions that would interfere with the proper performance of duty. Extremities must be reasonably symmetrical both in length and development.

16. **Cerebellar** – Tremors that worsen with physical or mental stress may be disqualifying.

17. **Neurologic** – Employees shall be free of disabling or limiting neurologic disorders. Individuals with epilepsy or seizure disorders must provide evidence of at least one-year seizure-free history with medication control. Individuals diagnosed with narcolepsy must show documentation of control without recurrent episode within past year.

All abnormalities of history of physical evaluation shall be recorded.

The following diseases or conditions (including but not limited to) will result in mandatory disqualification, unless otherwise noted on CR-3605 or CR-3607, as a medical condition that upon correction qualifies the candidate (Conditional Qualification) and in the discretion of the examining physician, are not determined to be serious enough to prevent performance of required duties:

- Hypertension, uncontrolled
- Narcolepsy with episodes in the past 12 months
- Convulsions Neuromuscular disorder: Epilepsy with seizures in the past 12 months
- Chronic tremor that interferes with function
- Coronary artery disease or cardiomyopathy, which is symptomatic/disabling
- Implanted defibrillator/pacemaker
- Osteomyelitis (Bone infection)
- Diabetes, uncontrolled with Hgb A1c>7.5 for the past year
- Epilepsy
- Heart Disease, Active/disabling
- Pulmonary Disorders that are chronic and require ongoing physician care
- Ruptured intervertebral disc, other significant and debilitating back trouble
- Any infectious disease which is contagious either through respiratory exposure or by contact is disqualifying
- Absence of a thumb and/or three fingers on one hand
- Absence of an eye

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The “Community Supervision Fitness for Duty Physician Statement” (CR-3970) will be used to record the examining medical professional’s assessment of the employee’s qualification for duty.
TENNESSEE DEPARTMENT OF CORRECTION
COMMUNITY SUPERVISION
EMPLOYEE HEALTH HISTORY QUESTIONNAIRE

☐ New  ☐ Current

Name: ________________________________ ________________________________ ________________________________ Social Security Number

Last  First  Middle

Address: ____________________________________________________________ ____________________________________________________________ Telephone Number

Number  Street  Apt. #

City: ________________________________ State: ____  Zip: ________________

IN CASE OF EMERGENCY NOTIFY:

Name: ________________________________ Relationship: ________________________________

Address: ____________________________________________________________ Phone: ________________________________

City: ________________________________ State: ____  Zip: ________________

YOUR REGULAR PHYSICIAN:

Name: ____________________________________________________________

Address: ____________________________________________________________ Phone: ________________________________

City: ________________________________ State: ____  Zip: ________________

INSTRUCTIONS TO EMPLOYEE:

Each employee must read and answer the following questions prior to the physical examination. Use blank spaces to explain your answer and list all illnesses, injuries and operations. Any false statements/omissions will disqualify you from further consideration.

Do you now have or have you ever had any of the following condition?

1. Asthma ____________________________________________________________ ☐ Yes  ☐ No
2. Back Trouble ______________________________________________________ ☐ Yes  ☐ No
3. Cancer ___________________________________________________________ ☐ Yes  ☐ No
4. Convulsions/seizure disorder/epilepsy/narcolepsy ______________________ ☐ Yes  ☐ No
5. Diabetes __________________________________________________________ ☐ Yes  ☐ No
6. Foot Trouble ______________________________________________________ ☐ Yes  ☐ No
7. Headaches (indicate frequency) ______________________________________ ☐ Yes  ☐ No
8. Heart Attack or Disease ______________________________________________ ☐ Yes  ☐ No
9. Hernia ____________________________________________________________ ☐ Yes  ☐ No
10. High Blood Pressure ________________________________________________ ☐ Yes  ☐ No
11. Kidney Infection/stones/disease _______________________________________ ☐ Yes  ☐ No
12. Liver Disease ______________________________________________________ ☐ Yes  ☐ No
13. Neurologic/neuromuscular disease ____________________________________ ☐ Yes  ☐ No
14. Peptic ulcers ______________________________________________________ ☐ Yes  ☐ No
15. Rheumatic Fever __________________________________________________ ☐ Yes  ☐ No
16. Tuberculosis ................................................................. □ Yes □ No
   Have you ever tested positive on a TB skin test? ................. □ Yes □ No

17. Arthritis ................................................................. □ Yes □ No

18. Are you a smoker? If yes, please indicate packs per day? .... □ Yes □ No

19. Have you been treated or hospitalized for a nervous or mental illness? ____ □ Yes □ No
   If yes, please explain: .................................................. □ Yes □ No

20. Have you been rejected for Military Service for physical reasons? ______ □ Yes □ No
   If yes, please explain: .................................................. □ Yes □ No

21. Have you received a medical discharge from Military Service? ______ □ Yes □ No
   If yes, please explain: .................................................. □ Yes □ No

22. Have you ever collected Worker’s Compensation insurance or received a medically or psychologically related pension? ___ □ Yes □ No
   If yes, please explain: .................................................. □ Yes □ No

23. Do you have difficulty or limitations pertaining to the following activities: ______ \[Walking, standing, lifting, balancing, climbing, stooping, reaching? ______

24. Do you have a visual disorder or wear glasses/contacts? ______ □ Yes □ No

25. Do you have difficulty hearing? ...................................... □ Yes □ No

26. List all past surgeries: .................................................. 

27. List all past injuries, accidents, or illnesses: 

28. Are you under the care of a physician for any illness or injury? □ Yes □ No
   If yes, please explain: .................................................. □ Yes □ No

29. Please list all medications you currently are taking: 

I understand that the duties of Probation Parole Officers in the Tennessee Department of Correction require physical exertion involving prolonged walking, sitting, standing, lifting, balancing, climbing, stooping, kneeling, use of fingers and both hands, and may involve mental or nervous stress.

I certify that to the best of my knowledge and belief that I am not affected with any form of disease or disability which would interfere with the performance of the duties of the position for which I am applying. I authorize the release to and use by the Tennessee Department of Correction of any medical records needed to verify the answers given in this health history.

Signature .................................................. Date
TENNESSEE DEPARTMENT OF CORRECTION
COMMUNITY SUPERVISION
NOTIFICATION OF CONDITIONAL QUALIFICATION

Name:

Tennessee Code Annotated §4-3-603 requires the Tennessee Department of Correction (TDOC) to certify that all persons appointed to the Probation Parole Officer job classifications are free from apparent physical disorders which in the professional judgment of the examiner, would impair the candidate’s ability to perform any essential function of the job or pose an employment hazard to themselves or others.

You have been given a complete physical examination in accordance with TDOC Policy #305.06.1. The result of the examination indicates that there are conditions present in your case, which require medical attention and re-evaluation during the next 90 days. You will be responsible for placing yourself under your physician’s supervision while meeting the recommendations made by medical personnel, if necessary, for correcting areas of concern.

A follow-up medical evaluation is necessary prior to 90 days from your date of hire.

I am required to provide a current report from my physician addressing the following conditions:

☐ BLOOD PRESSURE STATUS: Reading on ______________ revealed a blood pressure of ___________ / ___________.

☐ CARDIAC STATUS: My EKG performed on ______________ at my examining medical professional’s office revealed

☐ T.B. SKIN TEST CONVERSION: My skin test on ______________ was read as ___________ mm.

My follow-up chest x-ray was performed on ______________.

☐ HEMOGLOBIN A1C: Reading on ______________ revealed an A1C of __________________.

☐ HEMOGLOBIN: Reading on ______________ was ___________ g/dl.

☐ OTHER: ____________________________

I have been further advised that in order to correct these areas of concern, I need to have my examining medical professional submit a written report to my District Director/designee. I accept the job as a Probation Parole Officer with full knowledge thereof and further release the State from any and all responsibility and/or liability which may arise during the probationary period which may be relative to any of the above listed pre-existing condition(s) as stated.

I have read the above which has been fully explained to me by the institutional hiring authority. I understand my probationary employment is conditional based on the correction/control of the following condition(s) and must be re-evaluated by my personal physician and meet satisfaction of appropriate medical personnel prior to ninety (90) days from my date of hire.

Probation Parole Officer Candidate __________________________ District Human Resources Representative __________________________ Date __________________________
Each person seeking employment as a Probation Parole Officer must have passed a physical examination by a licensed physician, or Nurse Practitioner based on the provided Post-Offer Physical Evaluation Report Fitness-for-Duty Evaluation Standards. Upon completion of the examination, it is the potential employee’s responsibility to return this document to his/her hiring agency.

By completing this form, the Health Care Provider attests that he/she is authorized and competent to attest to matters contained in this statement.

Date of Examination of employee: ________________________________

☐ QUALIFIED  I have performed the physical examination based on the Post-Offer Physical Evaluation Report Fitness-for-Duty Evaluation Standards and find that this person is qualified and fit for duty.

☐ CONDITIONALLY QUALIFIED  Employee is found to have a medical condition that upon correction qualifies the candidate (Conditional Qualification) and in the discretion of the examining medical professional, is not determined to be serious enough to prevent performance of required duties. My Conditional Qualification is contingent on me rectifying this condition in the time frame defined by the hiring agency. Please state condition to be rectified and attach completed form Community Supervision Notification of Condition Qualification and/or Community Supervision Notification of Immediate Action Required.

☐ NOT QUALIFIED  Employee Diagnosis or Condition: ____________________________________________________________

While diagnosed and suffering from this condition, the employee named above is medically unable to perform the duties of his/her position as outlined on the State of Tennessee Department of Correction Post-Offer Physical Evaluation Report Instructions to the Examining Medical Professional and Fitness-for-Duty Evaluation Standards provided to me. In making this medical diagnosis, I have reviewed the aforementioned documents and was able to make an unquestionable determination concerning the employee’s ability to perform his/her duties.

Specific duties the employee is unable to perform while suffering from this condition:

______________________________________________________________________________

Specific reason(s) employee cannot perform these duties are: ________________________________________________

______________________________________________________________________________

Health Care Provider Name(Printed): ________________________________________________

Licensed to practice in the State of Tennessee as a: ________________________________

Licensed by(Licensing Board): ___________________________ License Number: ___________________________

Office Address: ___________________________ City: ___________________________

State: __________ Zip Code: __________ Telephone Number: __________

Examing Medical Professional Signature ______________________________ Date ___________________________
TENNESSEE DEPARTMENT OF CORRECTION
COMMUNITY SUPERVISION
EMPLOYEE DRUG SCREEN CONSENT & RESULTS

-----------------------------
Name (Please Print)          Social Security Number

I hereby consent to a urine specimen to be collected for the purpose of alcohol/drug screening. I understand that if I fail to submit a urine specimen or my specimen results are positive for illegal drugs or alcohol, I will no longer be considered for employment with the Tennessee Department of Correction.

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Signature                      Date

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FOR OFFICIAL USE ONLY

In compliance with TDOC Policy #305.06.1, the following Probation Parole Officer* applicant has submitted a urine sample for drug screen analysis. The specimen has been field-tested and the result is:

☐ Negative
☐ Positive (positive specimens are submitted to the contract laboratory for confirmation testing)

Tester’s Initials: ____________ Collection Site: ____________ (District) Date Collected: ____________

Lab Results:

☐ Negative
☐ Positive – List Substance(s): ____________________________________________________________

*As defined in TDOC Policy #306.05.1

Original – Health File
The results of your physical examination conducted by your Examining Medical Professional do not meet minimum standards for employment qualification as set forth in TDOC Policy 305.06.1 because of the following findings:

- **Vision:** Right 20/__________ Left 20/__________
- **Hearing:** Binaural hearing loss was calculated at: ________________

This Notification of Immediate Action Required allows the Probation Parole Officer Candidate an opportunity to correct conditions which otherwise would disqualify him/her from employment based on minimum standards set forth in the Tennessee Department of Correction Policy 305.06.1. I understand that my employment is conditionally based on the correction of the above referenced condition(s).

I further understand that the following must be presented to the hiring District’s Human Resource Representative within the first 14 days of my conditional employment offer.

- **Statement from Examining Medical Professional (on professional letterhead)**
  - Must state what the vision is **without** glasses/contacts and **with** glasses/contacts. Vision must be correctable to 20/40 or better in each eye.
  - Audiogram must state what binaural hearing loss is **without** hearing aides and **with** hearing aides. Must be correctable to less than 15% binaurally.

- **Device & Proof of Purchase**
  - Glasses/contacts must be **purchased** to correct your vision within the first 14 days after conditional offer of employment. Both the glasses/contacts and proof of purchase need to be submitted with this form.
  - Hearing aids must be **purchased** within the first 14 days after conditional offer of employment. The hearing aids and proof of purchase need to be submitted with this form.

Probation Parole Officer Candidate ___________________________ Date ___________________________
CONFIRMATION STATEMENT BY THE EXAMINING PROFESSIONAL

I have evaluated tests administered to the referenced individual and find that this officer is:

☑ QUALIFIED  ☐ NOT QUALIFIED

to be certified under the provisions of Tennessee Code Annotated Section 39-17-1315. This Confirmation Statement further finds that this officer can safely perform the essential functions of their position. The results of my evaluation are available to the Tennessee Department of Correction upon request.

Any person who, with intent to deceive, makes any false statement on this document commits the offense of perjury pursuant to T.C.A. 39-16-702.

________________________________________________________________________

Printed or Typed Name of Psychologist/Psychiatrist  License Number  State of License

________________________________________________________________________

Street Address  City, State, Zip Code  Telephone Number

Date of Psychological Examination  Today’s Date

RETURN TO _____, DISTRICT HUMAN RESOURCES REPRESENTATIVE BY CONFIDENTIAL FAX NUMBER _____.
Upon conditional offer of employment with the Department of Correction, I acknowledge by my signature below that I have been informed of the following conditions of employment:

1. I must pass a physical examination provided by a licensed physician, nurse practitioner, or physician’s assistant at my own expense.

2. I understand that the Department of Correction will conduct a criminal background screening through the NCIC (National Crime Information Center).

3. I understand that I will be required to submit a drug screen urinalysis conducted by the Department of Correction or by a person(s) contracted for that purpose.

4. I must be certified by a licensed mental health professional, selected by and contracted to the Department of Correction, to be free from all apparent mental disorders which, in the professional judgment of the examiner, would impair my ability to perform any essential function of the job or would cause me to pose a direct threat to safety.

5. I understand if hired, I am a probationary employee in accordance with the Tennessee Excellence Accountability, and Management (TEAM) Act and the Tennessee Department of Human Resource Rules, and, as a probationary employee, I have no right of appeal with regard to determinations made as to physical or psychological unsuitability.

6. I must successfully complete the Basic Probation/Parole Officer Training (BPOT) six week course of study at the Tennessee Correction Academy. I understand that as a part of this course of study my employment with TDOC is contingent upon my successful completion of the firearms qualification training course during my BPOT and I must qualify with any required weapons.

7. I understand that in accordance with TDOC Policy #506.09, Standard Firearms Qualification Training, failure to successfully complete the initial firearms qualification training will result in my dismissal from BPOT and termination from TDOC.

8. I understand that as a result of failing to satisfy the above conditions, I may be terminated as a probationary employee without right of appeal.

9. I acknowledge that these conditions have been explained to me and that I have had the opportunity, before accepting employment with the Department of Correction, to ask any questions I have about what these conditions may mean to my employment.

__________________________________________  ______________________________
Candidate’s Signature                          Date

__________________________________________  ______________________________
District Human Resources Officer or Interview Board Chairperson  Date
INSTRUCTIONS:

Please change Section VI.(E) to read as follows:

“E. The decision to employ or continue employment of the correctional officer or staff within the correctional officer series is an administrative issue and rests with the TDOC. Staff within the Correctional Officer series must maintain the minimal qualifications to safely and effectively perform the essential functions of the position to which they are assigned. If there is reasonable concern that an officer of the TDOC cannot perform the essential functions of his/her assigned position without presenting a security risk or an employment hazard to self or others, the TDOC may require that a fitness-for-duty physical or psychological examination be conducted, at the agency’s expense. A fitness-for-duty examination does not include a drug screen unless there is reasonable suspicion that substance use exists and the procedures defined in Policy #302.12 are followed. With prior approval of the Assistant Commissioner of Prisons, the fitness-for-duty physical or psychological examination shall be coordinated through the Director of Human Resources/designee. Failure to maintain minimum qualifications may be grounds for termination for the good of the service.”

Please cross through CR-3300 on page 10 of this policy and insert the attached page 15. Renumber all policy pages accordingly.
TENNESSEE DEPARTMENT OF CORRECTION
NON-SECURITY NEW HIRE
EMPLOYEE MEDICAL SCREENING

TDOC WORK LOCATION: ________________________________________________

Print Employee’s Full Name: ________________________________

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<tr>
<th>LAST 4-DIGITS OF SS NUMBER</th>
<th>DATE OF BIRTH</th>
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Please check “√” all conditions that apply to your current health and briefly explain in the space provided below.

1. Asthma
2. Back problems
3. Cancer
4. Seizures, narcolepsy
5. Diabetes
6. Foot problems
7. Headaches
8. Heart attack or heart disease
9. Hemia
10. High Blood Pressure
11. Indigestion
12. Kidney Infection/Stones/Disease
13. Peptic Ulcers
14. Rheumatic Fever
15. Do you volunteer at a homeless shelter on a regular basis?
16. Tuberculosis (TB): Persistent/ productive cough, weight loss, night sweats, fever, loss of appetite, bloody sputum
17. Have you ever had a positive TB skin test?
18. Have you ever been told you have Tuberculosis?
19. Have you ever taken medication for Tuberculosis?
20. Were you ever given BCG?
21. Do you have any allergies?
22. Are you under the care of a physician for a chronic illness of injury?

Explain the above checked conditions and list all medications, illnesses, injuries, and operations.

________________________
________________________

TB Tests:
IGRA Blood Test: Date: ____________ Result: ____________ Date: ____________

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<tr>
<th>DATE</th>
<th>ANTIGEN</th>
<th>LOT#</th>
<th>SITE</th>
<th>DATE READ</th>
<th>REACTION IN MM</th>
<th>CHEST X RAY DATE/RESULT</th>
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Blood Pressure: ____________ Pulse: ____________ Respiration: ____________

I certify that to the best of my knowledge that I am not affected with any form of disease or disability which would interfere with the performance of the duties of the position for which I am applying. I authorize the release to and use by the Tennessee Department of Correction any medical records needed to verify the answers given.

________________________________________
Employee Signature

________________________________________
Examining Medical Professional Signature

________________________
Authorized by: ________________________________ Phone: ________________________________

Human Resources Manager/Designee

Date: ________________________________ Fax: ________________________________