STATE OF TENNESSEE
DEPARTMENT OF CORRECTION

REQUEST FOR PROPOSALS
FOR
PSYCHOLOGICAL EVALUATIONS FOR CORRECTIONAL AND COMMUNITY SUPERVISION OFFICERS

RFP # 32901-31260

RFP CONTENTS

SECTIONS:
1. INTRODUCTION
2. RFP SCHEDULE OF EVENTS
3. RESPONSE REQUIREMENTS
4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS
5. EVALUATION & CONTRACT AWARD

ATTACHMENTS:
6.1. Response Statement of Certifications & Assurances
6.2. Technical Response & Evaluation Guide
6.3. Cost Proposal & Scoring Guide
   6.3.1. Region 1 – East Tennessee
   6.3.2. Region 2 – Middle Tennessee
   6.3.3. Region 3 – West Tennessee
6.4. Reference Questionnaire
6.5. Score Summary Matrix
6.6. Pro Forma Contract

Attachment One: Attestation
Attachment Two: TDOC Policies
Attachment Three: TDOC Facilities by Region
1. **INTRODUCTION**

The State of Tennessee, Department of Correction, hereinafter referred to as “the State,” issues this Request for Proposals (RFP) to define minimum contract requirements; solicit responses; detail response requirements; and, outline the State’s process for evaluating responses and selecting a contractor to provide the needed goods or services.

Through this RFP, the State seeks to procure necessary goods or services at the most favorable, competitive prices and to give ALL qualified respondents, including those that are owned by minorities, women, service-disabled veterans, persons with disabilities and small business enterprises, an opportunity to do business with the state as contractors, subcontractors or suppliers.

1.1. **Statement of Procurement Purpose**

The Tennessee Department of Correction is seeking the services of behavioral health practices with a minimum of two (2) or more clinically licensed providers on-staff capable of delivering pre-employment psychological fitness for duty evaluations for candidates to be hired under the Correctional Officer or Probation Parole Officer series. The clinically licensed providers shall have specific training and experience in conducting pre-employment psychological evaluations for persons in public safety positions as well as have a general knowledge of the duties and practices thereof. The clinically licensed providers shall be able to identify, describe, and quantify the public safety job responsibilities and the potential stress of the public safety position. The providers shall also conduct post-incident, in-crisis, or Fitness for Duty psychological evaluations for current officers under the Probation Parole Officer series on an as needed basis upon request and notification from the State. 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. The psychological evaluations shall adhere to the provisions of the Americans with Disabilities Act and the clinically licensed providers shall utilize empirically validated evaluation instruments specifically designed to assess an individual’s abilities to perform the essential job functions of a particular Law Enforcement position. The minimum testing battery shall include tests that evaluate for psychopathology, affective issues, objective measures, and vocational associated personality traits.

Respondents shall identify their capabilities to provide these services for officers at the State’s facilities located in the East Tennessee (Region 1), Middle Tennessee (Region 2), and West Tennessee (Region 3) as referenced in RFP Attachment Three. The State will evaluate Respondents by region which may result in multiple contract awards as referenced in RFP Section 5.3. Respondents must be capable of servicing all facilities located within at least one (1) region to be considered Responsive.

1.1.2. The Maximum Liability for the State’s current contract, which began February 1, 2021, and runs through January 31, 2022, is four hundred thousand dollars and zero cents ($400,000.00) and is provided by one (1) supplier across all three (3) regions (East, Middle, and West Tennessee).

1.2. **Scope of Service, Contract Period, & Required Terms and Conditions**

The RFP Attachment 6.6., *Pro Forma* Contract details the State’s requirements:

- Scope of Services and Deliverables (Section A);
- Contract Period (Section B);
- Payment Terms (Section C);
- Standard Terms and Conditions (Section D); and, Special Terms and Conditions (Section E).

The *pro forma* contract substantially represents the contract document that the successful Respondent must sign.
1.3. **Nondiscrimination**

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a Contract pursuant to this RFP 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, Tennessee state constitutional, or statutory law. The Contractor pursuant to this RFP shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

1.4. **RFP Communications**

1.4.1. The State has assigned the following RFP identification number that must be referenced in all communications regarding this RFP:

   **RFP # 32901-31260**

1.4.2. Unauthorized contact about this RFP with employees or officials of the State of Tennessee except as detailed below may result in disqualification from consideration under this procurement process.

   1.4.2.1. Prospective Respondents must direct communications concerning this RFP to the following person designated as the Solicitation Coordinator:

   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

   1.4.2.2. Notwithstanding the foregoing, Prospective Respondents may alternatively contact:

   a. staff of the Governor’s Office of Diversity Business Enterprise for assistance available to minority-owned, woman-owned, service-disabled veteran-owned, businesses owned by persons with disabilities, and small businesses as well as general, public information relating to this RFP (visit https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/governor-s-office-of-diversity-business-enterprise--godbe--/godbe-general-contacts.html for contact information); and

   b. the following individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations:

   Vashti McKinney  
   Office of the Chief of Staff  
   Tennessee Department of Correction  
   6th Floor Rachel Jackson Building  
   320 Sixth Avenue North  
   Nashville, TN 37243  
   615-253-8237  
   Vashti.McKinney@tn.gov
1.4.3. Only the State’s official, written responses and communications with Respondents are binding with regard to this RFP. Oral communications between a State official and one or more Respondents are unofficial and non-binding.

1.4.4. Potential Respondents must ensure that the State receives all written questions and comments, including questions and requests for clarification, no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.

1.4.5. Respondents must assume the risk of the method of dispatching any communication or response to the State. The State assumes no responsibility for delays or delivery failures resulting from the Respondent’s method of dispatch. Actual or digital “postmarking” of a communication or response to the State by a specified deadline is not a substitute for the State’s actual receipt of a communication or response.

1.4.6. The State will convey all official responses and communications related to this RFP to the prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to RFP Section 1.8).

1.4.7. The State reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the State. For internet posting, please refer to the following website: https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/supplier-information/request-for-proposals--rfp--opportunities1.html to the following: https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/supplier-information/request-for-proposals--rfp--opportunities1.html.

1.4.8. The State reserves the right to determine, at its sole discretion, the appropriateness and adequacy of responses to written comments, questions, and requests related to this RFP. The State’s official, written responses will constitute an amendment of this RFP.

1.4.9. Any data or factual information provided by the State (in this RFP, an RFP amendment or any other communication relating to this RFP) is for informational purposes only. The State will make reasonable efforts to ensure the accuracy of such data or information, however it is the Respondent’s obligation to independently verify any data or information provided by the State. The State expressly disclaims the accuracy or adequacy of any information or data that it provides to prospective Respondents.

1.5. Assistance to Respondents With a Handicap or Disability

Prospective Respondents with a handicap or disability may receive accommodation relating to the communication of this RFP and participating in the RFP process. Prospective Respondents may contact the Solicitation Coordinator to request such reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFP Section 2, Schedule of Events.

1.6. Respondent Required Review & Waiver of Objections

1.6.1. Each prospective Respondent must carefully review this RFP, including but not limited to, attachments, the RFP Attachment 6.6., Pro Forma Contract, and any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called “questions and comments”).

1.6.2. Any prospective Respondent having questions and comments concerning this RFP must provide them in writing to the State no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.
1.6.3. Protests based on any objection to the RFP shall be considered waived and invalid if the objection has not been brought to the attention of the State, in writing, by the Written Questions & Comments Deadline.

1.7. **Pre-Response Conference**

A Pre-response Conference will be held at the time and date detailed in the RFP Section 2, Schedule of Events. Pre-response Conference attendance is not mandatory, and prospective Respondents may be limited to a maximum number of attendees depending upon overall attendance and space limitations.

The conference will be conducted virtually via WebEx on Monday, August 23, 2021:

**Meeting Information**

Meeting Link: [https://tngov.webex.com/tngov/j.php?MTID=m95c4def7e1537e734b7ec2d4e36e6c65](https://tngov.webex.com/tngov/j.php?MTID=m95c4def7e1537e734b7ec2d4e36e6c65)

Meeting number (access code): 161 857 3342

Meeting password: 8THcJ4EEm8D

Host key: 390053

**Monday, August 23, 2021**

10:00 AM | (UTC-05:00) Central Time (US & Canada) | 1 hr 30 mins

Join by phone

+1-415-655-0003 US TOLL

Join from a video system or application

Dial 1618573342@tngov.webex.com

You can also dial 173.243.2.68 and enter your meeting number.

The purpose of the conference is to discuss the RFP scope of goods or services. The State will entertain questions, however prospective Respondents must understand that the State’s oral response to any question at the Pre-response Conference shall be unofficial and non-binding. Prospective Respondents must submit all questions, comments, or other concerns regarding the RFP in writing prior to the Written Questions & Comments Deadline date detailed in the RFP Section 2, Schedule of Events. The State will send the official response to these questions and comments to prospective Respondents from whom the State has received a Notice of Intent to respond as indicated in RFP Section 1.8. and on the date detailed in the RFP Section 2, Schedule of Events.

1.8. **Notice of Intent to Respond**

Before the Notice of Intent to Respond Deadline detailed in the RFP Section 2, Schedule of Events, prospective Respondents should submit to the Solicitation Coordinator a Notice of Intent to Respond (in the form of a simple e-mail or other written communication). Such notice should include the following information:

- the business or individual’s name (as appropriate);
- a contact person’s name and title; and
- the contact person’s mailing address, telephone number, facsimile number, and e-mail address.

A Notice of Intent to Respond creates no obligation and is not a prerequisite for submitting a response, however, it is necessary to ensure receipt of any RFP amendments or other notices and communications relating to this RFP.

1.9. **Response Deadline**

A Respondent must ensure that the State receives a response no later than the Response Deadline time

RFP #32901-31260
Page 5 of 54
and date detailed in the RFP Section 2, Schedule of Events. The State will not accept late responses, and a Respondent’s failure to submit a response before the deadline will result in disqualification of the response. It is the responsibility of the Respondent to ascertain any additional security requirements with respect to packaging and delivery to the State of Tennessee. Respondents should be mindful of any potential delays due to security screening procedures, weather, or other filing delays whether foreseeable or unforeseeable.
2. **RFP SCHEDULE OF EVENTS**

2.1. The following RFP Schedule of Events represents the State’s best estimate for this RFP.

<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>
<tr>
<td>15. State sends contract to Contractor for signature</td>
<td></td>
<td>March 24, 2022</td>
</tr>
<tr>
<td>16. Contractor Signature Deadline</td>
<td>2:00 p.m.</td>
<td>April 15, 2022</td>
</tr>
</tbody>
</table>

2.2. **The State reserves the right, at its sole discretion, to adjust the RFP Schedule of Events as it deems necessary.** Any adjustment of the Schedule of Events shall constitute an RFP amendment, and the State will communicate such to prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to section 1.8.).
3. RESPONSE REQUIREMENTS

3.1. Response Form

A response to this RFP must consist of two (2) parts, a Technical Response and a Cost Proposal.

3.1.1. Technical Response. RFP Attachment 6.2., Technical Response & Evaluation Guide provides the specific requirements for submitting a response. This guide includes mandatory requirement items, general qualifications and experience items, and technical qualifications, experience, and approach items all of which must be addressed with a written response and, in some instances, additional documentation.

**NOTICE:** A technical response must not include any pricing or cost information. If any pricing or cost information amounts of any type (even pricing relating to other projects) is included in any part of the technical response, the state may deem the response to be non-responsive and reject it.

3.1.1.1. A Respondent must use the RFP Attachment 6.2., Technical Response & Evaluation Guide to organize, reference, and draft the Technical Response by duplicating the attachment, adding appropriate page numbers as required, and using the guide as a table of contents covering the Technical Response.

3.1.1.2. A response should be economically prepared, with emphasis on completeness and clarity. A response, as well as any reference material presented, must be written in English and must be written on standard 8 ½” x 11” pages (although oversize exhibits are permissible) and use a 12 point font for text. All response pages must be numbered.

3.1.1.3. All information and documentation included in a Technical Response should correspond to or address a specific requirement detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will not contribute to evaluations.

3.1.1.4. The State may determine a response to be non-responsive and reject it if:

a. the Respondent fails to organize and properly reference the Technical Response as required by this RFP and the RFP Attachment 6.2., Technical Response & Evaluation Guide; or

b. the Technical Response document does not appropriately respond to, address, or meet all of the requirements and response items detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide.


**NOTICE:** If a Respondent fails to submit a cost proposal exactly as required, the State may deem the response to be non-responsive and reject it.

3.1.2.1. A Respondent must only record the proposed cost exactly as required by the RFP for each Region as identified in Attachments 6.3.1, 6.3.2, 6.3.3., Cost Proposal & Scoring Guide and must NOT record any other rates, amounts, or information.
3.1.2.2. The proposed cost shall incorporate ALL costs for services under the contract for the total contract period, including any renewals or extensions.

3.1.2.3. A Respondent must sign and date the Cost Proposal.

3.1.2.4. A Respondent must submit the Cost Proposal to the State in a sealed package separate from the Technical Response (as detailed in RFP Sections 3.2.3., et seq.).

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 # 32901-31206 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 # 32901-31206 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 # 32901-31206 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 # 32901-31206 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 # 32901-31206 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:
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 # 32901-31206 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

3.3. **Response & Respondent Prohibitions**

3.3.1. A response must not include alternate contract terms and conditions. If a response contains such terms and conditions, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.

3.3.2. A response must not restrict the rights of the State or otherwise qualify either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal. If a response restricts the rights of the State or otherwise qualifies either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.

3.3.3. A response must not propose alternative goods or services (i.e., offer services different from those requested and required by this RFP) unless expressly requested in this RFP. The State may consider a response of alternative goods or services to be non-responsive and reject it.

3.3.4. A Cost Proposal must be prepared and arrived at independently and must not involve any collusion between Respondents. The State will reject any Cost Proposal that involves collusion, consultation, communication, or agreement between Respondents. Regardless of the time of detection, the State will consider any such actions to be grounds for response rejection or contract termination.

3.3.5. A Respondent must not provide, for consideration in this RFP process or subsequent contract negotiations, any information that the Respondent knew or should have known was materially incorrect. If the State determines that a Respondent has provided such incorrect information, the State will deem the Response non-responsive and reject it.

3.3.6. A Respondent must not submit more than one Technical Response and one Cost Proposal in response to this RFP, except as expressly requested by the State in this RFP. If a Respondent submits more than one Technical Response or more than one Cost Proposal, the State will deem all of the responses non-responsive and reject them.
3.3.7. A Respondent must not submit a response as a prime contractor while also permitting one or more other Respondents to offer the Respondent as a subcontractor in their own responses. Such may result in the disqualification of all Respondents knowingly involved. This restriction does not, however, prohibit different Respondents from offering the same subcontractor as a part of their responses (provided that the subcontractor does not also submit a response as a prime contractor).

3.3.8. The State shall not consider a response from an individual who is, or within the past six (6) months has been, a State employee. For purposes of this RFP:

3.3.8.1. An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;

3.3.8.2. A contract with or a response from a company, corporation, or any other contracting entity in which a controlling interest is held by any State employee shall be considered to be a contract with or proposal from the employee; and

3.3.8.3. A contract with or a response from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six (6) months has been, a State employee shall not be considered a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.

3.3.9. This RFP is also subject to Tenn. Code Ann. § 12-4-101—105.

3.4. Response Errors & Revisions

A Respondent is responsible for any and all response errors or omissions. A Respondent will not be allowed to alter or revise response documents after the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events unless such is formally requested, in writing, by the State.

3.5. Response Withdrawal

A Respondent may withdraw a submitted response at any time before the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events by submitting a written request signed by an authorized Respondent representative. After withdrawing a response, a Respondent may submit another response at any time before the Response Deadline. After the Response Deadline, a Respondent may only withdraw all or a portion of a response where the enforcement of the response would impose an unconscionable hardship on the Respondent.

3.6. Additional Services

If a response offers goods or services in addition to those required by and described in this RFP, the State, at its sole discretion, may add such services to the contract awarded as a result of this RFP. Notwithstanding the foregoing, a Respondent must not propose any additional cost amounts or rates for additional goods or services. Regardless of any additional services offered in a response, the Respondent’s Cost Proposal must only record the proposed cost as required in this RFP and must not record any other rates, amounts, or information.

**NOTICE:** If a Respondent fails to submit a Cost Proposal exactly as required, the State may deem the response non-responsive and reject it.

3.7. Response Preparation Costs

The State will not pay any costs associated with the preparation, submittal, or presentation of any response.
4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

4.1. RFP Amendment

The State at its sole discretion may amend this RFP, in writing, at any time prior to contract award. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential Respondents to meet the response deadline and revise the RFP Schedule of Events if deemed appropriate. If an RFP amendment is issued, the State will convey it to potential Respondents who submitted a Notice of Intent to Respond (refer to RFP Section 1.8.). A response must address the final RFP (including its attachments) as amended.

4.2. RFP Cancellation

The State reserves the right, at its sole discretion, to cancel the RFP or to cancel and reissue this RFP in accordance with applicable laws and regulations.

4.3. State Right of Rejection

4.3.1. Subject to applicable laws and regulations, the State reserves the right to reject, at its sole discretion, any and all responses.

4.3.2. The State may deem as non-responsive and reject any response that does not comply with all terms, conditions, and performance requirements of this RFP. Notwithstanding the foregoing, the State reserves the right to waive, at its sole discretion, minor variances from full compliance with this RFP. If the State waives variances in a response, such waiver shall not modify the RFP requirements or excuse the Respondent from full compliance, and the State may hold any resulting Contractor to strict compliance with this RFP.

4.4. Assignment & Subcontracting

4.4.1. The Contractor may not subcontract, transfer, or assign any portion of the Contract awarded as a result of this RFP without prior approval of the State. The State reserves the right to refuse approval, at its sole discretion, of any subcontract, transfer, or assignment.

4.4.2. If a Respondent intends to use subcontractors, the response to this RFP must specifically identify the scope and portions of the work each subcontractor will perform (refer to RFP Attachment 6.2., Section B, General Qualifications & Experience Item B.14.).

4.4.3. Subcontractors identified within a response to this RFP will be deemed as approved by the State unless the State expressly disapproves one or more of the proposed subcontractors prior to signing the Contract.

4.4.4. After contract award, a Contractor may only substitute an approved subcontractor at the discretion of the State and with the State’s prior, written approval.

4.4.5. Notwithstanding any State approval relating to subcontracts, the Respondent who is awarded a contract pursuant to this RFP will be the prime contractor and will be responsible for all work under the Contract.

4.5. Right to Refuse Personnel or Subcontractors

The State reserves the right to refuse, at its sole discretion and notwithstanding any prior approval, any personnel of the prime contractor or a subcontractor providing goods or services in the performance of a contract resulting from this RFP. The State will document in writing the reason(s) for any rejection of personnel.
4.6. Insurance

The State will require the awarded Contractor to provide a Certificate of Insurance issued by an insurance company licensed or authorized to provide insurance in the State of Tennessee. Each Certificate of Insurance shall indicate current insurance coverages meeting minimum requirements as may be specified by this RFP. A failure to provide a current, Certificate of Insurance will be considered a material breach and grounds for contract termination.

4.7. Professional Licensure and Department of Revenue Registration

4.7.1. All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Respondent provides for consideration and evaluation by the State as a part of a response to this RFP, shall be properly licensed to render such opinions.

4.7.2. Before the Contract resulting from this RFP is signed, the apparent successful Respondent (and Respondent employees and subcontractors, as applicable) must hold all necessary or appropriate business or professional licenses to provide the goods or services as required by the contract. The State may require any Respondent to submit evidence of proper licensure.

4.7.3. Before the Contract resulting from this RFP is signed, the apparent successful Respondent must be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. The State shall not award a contract unless the Respondent provides proof of such registration or provides documentation from the Department of Revenue that the Contractor is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. To register, please visit the Department of Revenue’s Tennessee Taxpayer Access Point (TNTAP) website for Online Registration and the Vendor Contract Questionnaire. These resources are available at the following: https://tntap.tn.gov/eservices/ #1

4.8. Disclosure of Response Contents

4.8.1. All materials submitted to the State in response to this RFP shall become the property of the State of Tennessee. Selection or rejection of a response does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full response contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee.

4.8.2. The State will hold all response information, including both technical and cost information, in confidence during the evaluation process.

4.8.3. Upon completion of response evaluations, indicated by public release of a Notice of Intent to Award, the responses and associated materials will be open for review by the public in accordance with Tenn. Code Ann. § 10-7-504(a)(7).

4.9. Contract Approval and Contract Payments

4.9.1. After contract award, the Contractor who is awarded the contract must submit appropriate documentation with the Department of Finance and Administration, Division of Accounts.

4.9.2. This RFP and its contractor selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in either the Respondent with the apparent best-evaluated response or any other Respondent. State obligations pursuant to a contract award shall commence only after the Contract is signed by the State agency head and the Contractor and after the Contract is approved by all other state officials as required by applicable laws and regulations.

4.9.3. No payment will be obligated or made until the relevant Contract is approved as required by applicable statutes and rules of the State of Tennessee.
4.9.3.1. The State shall not be liable for payment of any type associated with the Contract resulting from this RFP (or any amendment thereof) or responsible for any goods delivered or services rendered by the Contractor, even goods delivered or services rendered in good faith and even if the Contractor is orally directed to proceed with the delivery of goods or the rendering of services, if it occurs before the Contract Effective Date or after the Contract Term.

4.9.3.2. All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the Contract resulting from this RFP (refer to RFP Attachment 6.6., Pro Forma Contract, Section C).

4.9.3.3. If any provision of the Contract provides direct funding or reimbursement for the competitive purchase of goods or services as a component of contract performance or otherwise provides for the reimbursement of specified, actual costs, the State will employ all reasonable means and will require all such documentation that it deems necessary to ensure that such purchases were competitive and costs were reasonable, necessary, and actual. The Contractor shall provide reasonable assistance and access related to such review. Further, the State shall not remit, as funding or reimbursement pursuant to such provisions, any amounts that it determines do not represent reasonable, necessary, and actual costs.

4.10. Contractor Performance

The Contractor who is awarded a contract will be responsible for the delivery of all acceptable goods or the satisfactory completion of all services set out in this RFP (including attachments) as may be amended. All goods or services are subject to inspection and evaluation by the State. The State will employ all reasonable means to ensure that goods delivered or services rendered are in compliance with the Contract, and the Contractor must cooperate with such efforts.

4.11. Contract Amendment

After Contract award, the State may request the Contractor to deliver additional goods or perform additional services within the general scope of the Contract and this RFP, but beyond the specified Scope, and for which the Contractor may be compensated. In such instances, the State will provide the Contractor a written description of the additional goods or services. The Contractor must respond to the State with a time schedule for delivering the additional goods or accomplishing the additional services based on the compensable units included in the Contractor’s response to this RFP. If the State and the Contractor reach an agreement regarding the goods or services and associated compensation, such agreement must be effected by means of a contract amendment. Further, any such amendment requiring additional goods or services must be signed by both the State agency head and the Contractor and must be approved by other state officials as required by applicable statutes, rules, policies and procedures of the State of Tennessee. The Contractor must not provide additional goods or render additional services until the State has issued a written contract amendment with all required approvals.

4.12. Severability

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision will not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the State and Respondents will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

4.13. Next Ranked Respondent

The State reserves the right to initiate negotiations with the next ranked Respondent should the State cease doing business with any Respondent selected via this RFP process.
5. **EVALUATION & CONTRACT AWARD**

5.1. **Evaluation Categories & Maximum Points**

The State will consider qualifications, experience, technical approach, and cost in the evaluation of responses and award points in each of the categories detailed below (up to the maximum evaluation points indicated) to each response deemed by the State to be responsive.

<table>
<thead>
<tr>
<th>EVALUATION CATEGORY</th>
<th>MAXIMUM POINTS POSSIBLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Qualifications &amp; Experience</td>
<td>20</td>
</tr>
<tr>
<td>(refer to RFP Attachment 6.2., Section B)</td>
<td></td>
</tr>
<tr>
<td>Technical Qualifications, Experience &amp;</td>
<td>50</td>
</tr>
<tr>
<td>Approach</td>
<td></td>
</tr>
<tr>
<td>(refer to RFP Attachment 6.2., Section C)</td>
<td></td>
</tr>
<tr>
<td>Cost Proposal</td>
<td>30</td>
</tr>
<tr>
<td>(refer to RFP Attachment 6.3.)</td>
<td></td>
</tr>
</tbody>
</table>

5.2. **Evaluation Process**

The State will award one (1) contract per each identified region: East Tennessee (Region 1), Middle Tennessee (Region 2), and West Tennessee (Region 3) as referenced in RFP Attachment Three. The evaluation process is designed to award the contract(s) resulting from this RFP not necessarily to the Respondent(s) offering the lowest cost, but rather to the Respondent(s) deemed by the State to be responsive and responsible who offers the best combination of attributes based upon the evaluation criteria ("Responsive Respondent" is defined as a Respondent that has submitted a response that conforms in all material respects to the RFP. "Responsible Respondent" is defined as a Respondent that has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.)

5.2.1. **Technical Response Evaluation.** The Solicitation Coordinator and the Proposal Evaluation Team (consisting of three (3) or more State employees) will use the RFP Attachment 6.2., Technical Response & Evaluation Guide to manage the Technical Response Evaluation and maintain evaluation records.

5.2.1.1. The State reserves the right, at its sole discretion, to request Respondent clarification of a Technical Response or to conduct clarification discussions with any or all Respondents. Any such clarification or discussion will be limited to specific sections of the response identified by the State. The subject Respondent must put any resulting clarification in writing as may be required and in accordance with any deadline imposed by the State.

5.2.1.2. The Solicitation Coordinator will review each Technical Response to determine compliance with RFP Attachment 6.2., Technical Response & Evaluation Guide, Section A—Mandatory Requirements. If the Solicitation Coordinator determines that a response failed to meet one or more of the mandatory requirements, the Proposal Evaluation Team will review the response and document the team’s determination of whether:

- a. the response adequately meets RFP requirements for further evaluation;
- b. the State will request clarifications or corrections for consideration prior to further evaluation; or,
- c. the State will determine the response to be non-responsive to the RFP and reject it.

5.2.1.3. Proposal Evaluation Team members will independently evaluate each Technical Response (that is responsive to the RFP) against the evaluation criteria in this RFP and
will score each in accordance with the RFP Attachment 6.2., Technical Response & Evaluation Guide for each Region.

5.2.1.4. For each response evaluated, the Solicitation Coordinator will calculate the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Response & Evaluation Guide, and record each average as the response score for the respective Technical Response section.

5.2.1.5. Before Cost Proposals are opened, the Proposal Evaluation Team will review the Technical Response Evaluation record and any other available information pertinent to whether or not each Respondent is responsive and responsible. If the Proposal Evaluation Team identifies any Respondent that does not meet the responsive and responsible thresholds such that the team would not recommend the Respondent for Cost Proposal Evaluation and potential contract award, the team members will fully document the determination.

5.2.2. **Cost Proposal Evaluation.** The Solicitation Coordinator will open for evaluation the Cost Proposal of each Respondent deemed by the State to be responsive and responsible and calculate and record each Cost Proposal score in accordance with the RFP Attachment 6.3., Cost Proposal & Scoring Guide for each Region.

5.2.3. **Clarifications and Negotiations:** The State reserves the right to award a contract on the basis of initial responses received, therefore, each response shall contain the Respondent’s best terms and conditions from a technical and cost standpoint. The State reserves the right to conduct clarifications or negotiations with one or more Respondents. All communications, clarifications, and negotiations shall be conducted in a manner that supports fairness in response improvement.

5.2.3.1. **Clarifications:** The State may identify areas of a response that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the State’s specifications or requirements. The State may seek to clarify those issues identified during one or multiple clarification rounds. Each clarification sought by the State may be unique to an individual Respondent, provided that the process is conducted in a manner that supports fairness in response improvement.

5.2.3.2. **Negotiations:** The State may elect to negotiate with one or more Respondents by requesting revised responses, negotiating costs, or finalizing contract terms and conditions. The State reserves the right to conduct multiple negotiation rounds or no negotiations at all.

5.2.3.3. **Cost Negotiations:** All Respondents, selected for negotiation by the State, will be given equivalent information with respect to cost negotiations. All cost negotiations will be documented for the procurement file. Additionally, the State may conduct target pricing and other goods or services level negotiations. Target pricing may be based on considerations such as current pricing, market considerations, benchmarks, budget availability, or other methods that do not reveal individual Respondent pricing. During target price negotiations, Respondents are not obligated to reduce their pricing to target prices, but no Respondent is allowed to increase prices.

5.2.3.4. If the State determines that it is unable to successfully negotiate terms and conditions of a contract with the apparent best evaluated Respondent, the State reserves the right to bypass the apparent best evaluated Respondent and enter into terms and conditions contract negotiations with the next apparent best evaluated Respondent.
5.2.4. **Total Response Score.** The Solicitation Coordinator will calculate the sum of the Technical Response section scores and the Cost Proposal score and record the resulting number as the total score for the subject Response (refer to RFP Attachment 6.5., Score Summary Matrix. There will be one (1) Score Summary Matrix for each Region.

5.3. **Contract Award Process**

5.3.1. The Solicitation Coordinator will submit the Proposal Evaluation Team determinations and scores for each Region to the head of the procuring agency for consideration along with any other relevant information that might be available and pertinent to the contract awards.

5.3.2. The procuring agency head will determine the apparent best-evaluated Responses. To affect a contract award to a Respondent other than the ones receiving the highest evaluation process score, the head of the procuring agency must provide written justification and obtain the written approval of the Chief Procurement Officer and the Comptroller of the Treasury.

5.3.3. The State will issue a Notice of Intent to Award identifying the apparent best-evaluated responses and make the RFP files available for public inspection at the time and date specified in the RFP Section 2, Schedule of Events.

**NOTICE:** The Notice of Intent to Award shall not create rights, interests, or claims of entitlement in either the apparent best-evaluated Respondents or any other Respondent.

5.3.4. The Respondents identified as offering the apparent best-evaluated responses must sign a contract drawn by the State pursuant to this RFP. The contract shall be substantially the same as the RFP Attachment 6.6., Pro Forma Contract. The Respondents must sign the contract by the Contractor Signature Deadline detailed in the RFP Section 2, Schedule of Events. If the Respondent fails to provide the signed contract by this deadline, the State may determine that the Respondent is non-responsive to this RFP and reject the response.

5.3.5. Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited negotiations prior to contract signing and, as a result, revise the pro forma contract terms and conditions or performance requirements in the State’s best interests, PROVIDED THAT such revision of terms and conditions or performance requirements shall NOT materially affect the basis of response evaluations or negatively impact the competitive nature of the RFP and contractor selection process.

5.3.6. If the State determines that a response is non-responsive and rejects it after opening Cost Proposals, the Solicitation Coordinator will re-calculate scores for each remaining responsive Cost Proposal to determine (or re-determine) the apparent best-evaluated responses.
RFP ATTACHMENT 6.1.

RFP # 32901-31206 STATEMENT OF CERTIFICATIONS AND ASSURANCES

The Respondent must sign and complete the Statement of Certifications and Assurances below as required, and it must be included in the Technical Response (as required by RFP Attachment 6.2., Technical Response & Evaluation Guide, Section A, Item A.1.).

The Respondent does, hereby, expressly affirm, declare, confirm, certify, and assure ALL of the following:

1. The Respondent will comply with all of the provisions and requirements of the RFP.
2. The Respondent will provide all services as defined in the Scope of the RFP Attachment 6.6., Pro Forma Contract for the total Contract Term.
3. The Respondent, except as otherwise provided in this RFP, accepts and agrees to all terms and conditions set out in the RFP Attachment 6.6., Pro Forma Contract.
4. The Respondent acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all proposal responses as a part of the Contract.
5. The Respondent will comply with:
   (a) the laws of the State of Tennessee;
   (b) Title VI of the federal Civil Rights Act of 1964;
   (c) Title IX of the federal Education Amendments Act of 1972;
   (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
   (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the knowledge of the undersigned, the information detailed within the response submitted to this RFP is accurate.
7. The response submitted to this RFP was independently prepared, without collusion, under penalty of perjury.
8. No amount 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 Respondent in connection with this RFP or any resulting contract.
9. Both the Technical Response and the Cost Proposal submitted in response to this RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.
10. The Respondent affirms the following statement, as required by the Iran Divestment Act Tenn. Code Ann. § 12-12-111: “By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to §12-12-106.” For reference purposes, the list is currently available online at: https://www.tn.gov/generalservices/procurement/central-procurement-office–cpo-library–public-information-library.html.

By signing this Statement of Certifications and Assurances, below, the signatory also certifies legal authority to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If the signatory is not the Respondent (if an individual) or the Respondent's company President or Chief Executive Officer, this document must attach evidence showing the individual's authority to bind the Respondent.

DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE RESPONDENT

SIGNATURE: ____________________________________________________________

PRINTED NAME & TITLE: ________________________________________________

DATE: __________________________________________________________________

RESPONDENT LEGAL ENTITY NAME: _______________________________________

RFP #32901-31260
Page 18 of 54
## TECHNICAL RESPONSE & EVALUATION GUIDE

### SECTION A: MANDATORY REQUIREMENTS.
The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below.

The Solicitation Coordinator will review the response to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Proposal Evaluation Team must review the response and attach a written determination. In addition to the Mandatory Requirement Items, the Solicitation Coordinator will review each response for compliance with all RFP requirements.

<table>
<thead>
<tr>
<th>RESPONDENT LEGAL ENTITY NAME:</th>
<th>Response Page # (Respondent completes)</th>
<th>Item Ref.</th>
<th>Section A— Mandatory Requirement Items</th>
<th>Pass/Fail</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>The Response must be delivered to the State no later than the Response Deadline specified in the RFP Section 2, Schedule of Events.</td>
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<tr>
<td></td>
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<td></td>
<td>The Technical Response and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., et. seq.).</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>The Technical Response must NOT contain cost or pricing information of any type.</td>
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<td></td>
<td></td>
<td></td>
<td>The Technical Response must NOT contain any restrictions of the rights of the State or other qualification of the response.</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>A Respondent must NOT submit alternate responses (refer to RFP Section 3.3.).</td>
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<td></td>
<td></td>
<td></td>
<td>A Respondent must NOT submit multiple responses in different forms (as a prime and a subcontractor) (refer to RFP Section 3.3.).</td>
<td></td>
</tr>
<tr>
<td>A.1.</td>
<td></td>
<td></td>
<td>Provide the Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.</td>
<td></td>
</tr>
</tbody>
</table>
| A.2.                         |                                       |           | Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall cause to deliver goods or perform services under the contract has a possible conflict of interest (e.g., employment by the State of Tennessee) and, if so, the nature of that conflict. 

**NOTE:** Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award. |          |
<p>| A.3.                         |                                       |           | Provide a current bank reference indicating that the Respondent's business relationship with the financial Institution is in positive standing. Such reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months. |          |
| A.4.                         |                                       |           | Provide two (2) current positive credit references from vendors with which the Respondent has done business written in the form of standard business letters, signed, and dated within the past three (3) months. |          |</p>
<table>
<thead>
<tr>
<th>Item Ref.</th>
<th>Section A— Mandatory Requirement Items</th>
<th>Pass/Fail</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.5.</td>
<td>Provide EITHER:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(a) an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a positive credit rating for the Respondent (NOTE: A credit bureau report number without the full report is insufficient and will not be considered responsive.); OR</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(b) a Dun &amp; Bradstreet short-form report, verified and dated within the last three (3) months and indicating a positive credit rating for the Respondent.</td>
<td></td>
</tr>
<tr>
<td>A.6.</td>
<td>Provide evidence for every provider within the Respondent’s practice that is a Tennessee licensed healthcare provider qualified in the psychiatric or psychological fields that are on staff. Evidence must include a copy of an unexpired valid certification of licensure from the State of Tennessee in the psychiatric or psychological fields with one (1) of the following licenses:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Licensed Psychologist</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Licensed Psychiatrist</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Qualified Licensed Senior Psychological Examiner</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Certified Psychiatric Assistant</td>
<td></td>
</tr>
<tr>
<td>A.7.</td>
<td>Confirm that the Respondent has two (2) or more licensed practitioners on staff capable of meeting the State’s needs within at least one (1) of the three (3) regions (i.e., East (Region 1), Middle (Region 2), and/or West (Region 3) Tennessee) and identify the regions to be serviced.</td>
<td></td>
</tr>
</tbody>
</table>

State Use – Solicitation Coordinator Signature, Printed Name & Date:
# TECHNICAL RESPONSE & EVALUATION GUIDE

## SECTION B: GENERAL QUALIFICATIONS & EXPERIENCE

The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below. Proposal Evaluation Team members will independently evaluate and assign one score for all responses to Section B—General Qualifications & Experience Items.

<table>
<thead>
<tr>
<th>Response Page # (Respondent completes)</th>
<th>Item Ref.</th>
<th>Section B—General Qualifications &amp; Experience Items</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>B.1.</td>
<td>Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the State should contact regarding the response.</td>
</tr>
<tr>
<td></td>
<td>B.2.</td>
<td>Describe the Respondent’s form of business (i.e., individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).</td>
</tr>
<tr>
<td></td>
<td>B.3.</td>
<td>Detail the number of years the Respondent has been in business.</td>
</tr>
<tr>
<td></td>
<td>B.4.</td>
<td>Briefly describe how long the Respondent has been providing the goods or services required by this RFP.</td>
</tr>
<tr>
<td></td>
<td>B.5.</td>
<td>Describe the Respondent’s number of employees, client base, and location of offices.</td>
</tr>
<tr>
<td></td>
<td>B.6.</td>
<td>Provide a statement of whether there have been any mergers, acquisitions, or change of control of the Respondent within the last ten (10) years. If so, include an explanation providing relevant details.</td>
</tr>
<tr>
<td></td>
<td>B.7.</td>
<td>Provide a statement of whether the Respondent or, to the Respondent’s knowledge, any of the Respondent’s employees, agents, independent contractors, or subcontractors, involved in the delivery of goods or performance of services on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled nolo contendere to any felony. If so, include an explanation providing relevant details.</td>
</tr>
<tr>
<td></td>
<td>B.8.</td>
<td>Provide a statement of whether, in the last ten (10) years, the Respondent has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.</td>
</tr>
</tbody>
</table>
|                                        | B.9.      | Provide a statement of whether there is any material, pending litigation against the Respondent that the Respondent should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material adverse effect on the Respondent’s financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Respondent’s performance in a contract pursuant to this RFP. 

**NOTE:** All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions. |
<p>|                                        | B.10.     | Provide a statement of whether there are any pending or in progress Securities Exchange Commission investigations involving the Respondent. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it will impair the Respondent’s performance in a contract pursuant to this RFP. |</p>
<table>
<thead>
<tr>
<th>Response Page # (Respondent completes)</th>
<th>Item Ref.</th>
<th>Section B— General Qualifications &amp; Experience Items</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.</td>
</tr>
<tr>
<td>B.11.</td>
<td></td>
<td>Provide a brief, descriptive statement detailing evidence of the Respondent’s ability to deliver the goods or services sought under this RFP (e.g., prior experience, training, certifications, resources, program and quality management systems, etc.).</td>
</tr>
<tr>
<td>B.12.</td>
<td></td>
<td>Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to deliver the goods or services required by this RFP.</td>
</tr>
<tr>
<td>B.13.</td>
<td></td>
<td>Provide a personnel roster listing the names of key people who the Respondent will assign to meet the Respondent’s requirements under this RFP along with the estimated number of hours that each individual will devote to that performance. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual’s title, education, current position with the Respondent, and employment history.</td>
</tr>
<tr>
<td>B.14.</td>
<td></td>
<td>Provide a statement of whether the Respondent intends to use subcontractors to meet the Respondent’s requirements of any contract awarded pursuant to this RFP, and if so, detail: (a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each; (b) a description of the scope and portions of the goods each subcontractor involved in the delivery of goods or performance of the services each subcontractor will perform; and (c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent’s response to this RFP.</td>
</tr>
</tbody>
</table>
| B.15.                                 |           | Provide documentation of the Respondent’s commitment to diversity as represented by the following: (a) Business Strategy. Provide a description of the Respondent’s existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises. Please also include a list of the Respondent’s certifications as a diversity business, if applicable. (b) Business Relationships. Provide a listing of the Respondent’s current contracts with business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises. Please include the following information: (i) contract description; (ii) contractor name and ownership characteristics (i.e., ethnicity, gender, service-disabled veteran-owned or persons with disabilities); (iii) contractor contact name and telephone number. (c) Estimated Participation. Provide an estimated level of participation by business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities and small business enterprises if a contract is awarded to the Respondent pursuant to this RFP. Please include the following information: (i) a percentage (%) indicating the participation estimate. (Express the estimated participation number as a percentage of the total estimated contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics only and DO NOT INCLUDE DOLLAR AMOUNTS); (ii) anticipated goods or services contract descriptions;
### Section B— General Qualifications & Experience Items

<table>
<thead>
<tr>
<th>Response Page # (Respondent completes)</th>
<th>Item Ref.</th>
<th>(iii) names and ownership characteristics (i.e., ethnicity, gender, service-disabled veterans, or disability) of anticipated subcontractors and supply contractors.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>NOTE: In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Governor’s Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at <a href="https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=Tn&amp;XID=9810">https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=Tn&amp;XID=9810</a> for more information.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(d) Workforce. Provide the percentage of the Respondent’s total current employees by ethnicity and gender.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>NOTE: Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and subcontractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises and who offer a diverse workforce.</td>
</tr>
</tbody>
</table>

**B.16.** Provide a statement of whether or not the Respondent has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous five (5) year period. If so, provide the following information for all of the current and completed contracts:

1. the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract;
2. the procuring State agency name;
3. a brief description of the contract’s scope of services;
4. the contract period; and
5. the contract number.

**B.17.** 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 and which represent:

- two (2) accounts Respondent currently services that are similar in size to the State; and
- three (3) completed projects.

References from at least three (3) different individuals are required to satisfy the requirements above, e.g., an individual may provide a reference about a completed project and another reference about a currently serviced account. The standard reference questionnaire, which must be used and completed, is provided at RFP Attachment 6.4. References that are not completed as required may be deemed non-responsive and may not be considered.

The Respondent will be solely responsible for obtaining fully completed reference questionnaires and including them in the sealed Technical Response. In order to obtain and submit the completed reference questionnaires follow the process below.

1. Add the Respondent’s name to the standard reference questionnaire at RFP Attachment 6.4. and make a copy for each reference.
2. Send a reference questionnaire and new, standard #10 envelope to each reference.
3. Instruct the reference to:
   - complete the reference questionnaire;
   - sign and date the completed reference questionnaire;
   - seal the completed, signed, and dated reference questionnaire within the envelope provided;
   - sign his or her name in ink across the sealed portion of the envelope; and
### Section B— General Qualifications & Experience Items

<table>
<thead>
<tr>
<th>Item Ref.</th>
<th>Response Page # (Respondent completes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(v)</td>
<td>return the sealed envelope directly to the Respondent (the Respondent may wish to give each reference a deadline, such that the Respondent will be able to collect all required references in time to include them within the sealed Technical Response).</td>
</tr>
<tr>
<td>(d)</td>
<td>Do NOT open the sealed references upon receipt</td>
</tr>
<tr>
<td>(e)</td>
<td>Enclose all sealed reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required.</td>
</tr>
</tbody>
</table>

**NOTES:**
- The State will not accept late references or references submitted by any means other than that which is described above, and each reference questionnaire submitted must be completed as required.
- The State will not review more than the number of required references indicated above.
- While the State will base its reference check on the contents of the sealed reference envelopes included in the Technical Response package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references.
- The State is under no obligation to clarify any reference information.

### B.18.
Provide a statement and any relevant details addressing whether the Respondent is any of the following:

- (a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency;
- (b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal offence 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) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and
- (d) has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.

**SCORE (for all Section B—Qualifications & Experience Items above):**

*maximum possible score = 20*
SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Respondent must address all items (below) and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below.

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

- **0** = little value
- **1** = poor
- **2** = fair
- **3** = satisfactory
- **4** = good
- **5** = excellent

The Solicitation Coordinator will multiply the Item Score by the associated Evaluation Factor (indicating the relative emphasis of the item in the overall evaluation). The resulting product will be the item’s Raw Weighted Score for purposes of calculating the section score as indicated.

<table>
<thead>
<tr>
<th>Item Ref.</th>
<th>Section C— Technical Qualifications, Experience &amp; Approach Items</th>
<th>Item Score</th>
<th>Evaluation Factor</th>
<th>Raw Weighted Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>C.1</td>
<td>Provide a narrative that illustrates the Respondent’s understanding of the State’s requirements and project schedule.</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C.2</td>
<td>Provide a narrative that illustrates how the Respondent will complete the scope of services, accomplish required objectives, and meet the State’s project schedule.</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C.3</td>
<td>Provide a narrative that illustrates how the Respondent will manage the project, ensure completion of the scope of services, and accomplish required objectives within the State’s project schedule.</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C.4</td>
<td>Provide a narrative that describes the type of tests that would be used to identify and assess characteristics specifically for Law Enforcement Officers. The narrative should include examples of the Respondents proposed tests would be used and demonstrate how the tests would meet or exceed general healthcare standards regarding the use of the tests. The narrative should also identify how the tests would be used for <strong>pre-employment</strong> for each position type (i.e., Correctional Officer, commissioned Probation Parole Officer) and the fitness-for-duty/threat assessment for each position type. The Respondent should include data on the attributes that are considered most important for effective performance in each position type.</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C.5</td>
<td>Provide a narrative that describes the types of tests that would be used to identify and assess characteristics for <strong>current</strong> commissioned Probation Parole Officers who are identified as certified Law Enforcement Officers. The narrative should include examples of the tests that would be used and show how the tests meet or exceed the healthcare and Law Enforcement Officer evaluation standards regarding the use of the tests as stated in RFP Attachment Two (TDOC Policies). The narrative should identify tests for Officers identified as in-crisis, impaired, or post-incident as determined necessary by the State.</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C.6</td>
<td>Provide a narrative that describes the telehealth platform to be utilized to conduct interviews as part of the evaluation</td>
<td>10</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
process and how the identified platform will safeguard client identity and remain HIPPA compliant.

<table>
<thead>
<tr>
<th>Item Ref.</th>
<th>Section C— Technical Qualifications, Experience &amp; Approach Items</th>
<th>Item Score</th>
<th>Evaluation Factor</th>
<th>Raw Weighted Score</th>
</tr>
</thead>
</table>
| C.7.      | Provide a narrative that describes the report submitted to the State upon completion of the evaluation and interview for all pre-employment candidates (Correctional Officer and Probation Parole Officer) and current commissioned Probation Parole Officers. The Respondent shall include a sample of the template to be used for submission to the State. The report should include the following information:  
a. Diagnostic impression section;  
b. Specific section regarding fitness for duty with distinct statements relative to the individual’s fitness for duty;  
c. Information regarding collateral information used in evaluation;  
d. Recommendation section; and  
e. The signature of the evaluator, with a date of the report. | 10 |
| C.8.      | Provide a narrative that describes the use of collateral information, where available, in the evaluation of the candidate or current commissioned officer. | 5 |

The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.

<table>
<thead>
<tr>
<th>Total Raw Weighted Score:</th>
<th>(sum of Raw Weighted Scores above)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Raw Weighted Score</td>
<td></td>
</tr>
<tr>
<td>Maximum Possible Raw Weighted Score</td>
<td>(i.e., 5 x the sum of item weights above)</td>
</tr>
<tr>
<td>X 50</td>
<td>(maximum possible score)</td>
</tr>
<tr>
<td>= SCORE:</td>
<td></td>
</tr>
</tbody>
</table>

State Use – Evaluator Identification:

State Use – Solicitation Coordinator Signature, Printed Name & Date:
COST PROPOSAL & SCORING GUIDE

NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED

COST PROPOSAL SCHEDULE—The Cost Proposal, detailed below, shall indicate the proposed price for goods or services defined in the Scope of Services of the RFP Attachment 6.6., Pro Forma Contract and for the entire contract period. The Cost Proposal shall remain valid for at least one hundred twenty (120) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this RFP. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point.

NOTICE: The Evaluation Factor associated with each cost item is for evaluation purposes only. The evaluation factors do NOT and should NOT be construed as any type of volume guarantee or minimum purchase quantity. The evaluation factors shall NOT create rights, interests, or claims of entitlement in the Respondent.

Notwithstanding the cost items herein, pursuant to the second paragraph of the Pro Forma Contract section C.1. (refer to RFP Attachment 6.6.), “The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.”

This Cost Proposal must be signed, in the space below, by an individual empowered to bind the Respondent to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the President or Chief Executive Officer, this document must attach evidence showing the individual’s authority to legally bind the Respondent.

* As referenced in Section B.2., the State reserves the right to execute up to two (2) annual renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State’s sole option. Pricing contemplates the execution of the two (2) annual options to renew the contract(s).*
## RESPONDENT LEGAL ENTITY NAME:

<table>
<thead>
<tr>
<th>Cost Item Description</th>
<th>Proposed Cost</th>
<th>State Use ONLY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Region 1 Correctional Officer Pre-Employment Testing &amp; Evaluation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Region 1 Probation Parole Officer Pre-Employment Testing &amp; Evaluation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Region 1 Current Commissioned PPO Testing &amp; Evaluation; identified as in-crisis, impaired or post-incident (Fitness for Duty and/or Threat Assessment)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### TOTAL EVALUATION COST AMOUNT (sum of evaluation costs above):

The Solicitation Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.

\[
\text{SCORE} = \left( \frac{\text{lowest evaluation cost amount from all proposals}}{\text{evaluation cost amount being evaluated}} \right) \times 30
\]

State Use – Solicitation Coordinator Signature, Printed Name & Date:
COST PROPOSAL SCHEDULE— The Cost Proposal, detailed below, shall indicate the proposed price for goods or services defined in the Scope of Services of the RFP Attachment 6.6., Pro Forma Contract and for the entire contract period. The Cost Proposal shall remain valid for at least one hundred twenty (120) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this RFP. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point.

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<table>
<thead>
<tr>
<th>RESPONDENT SIGNATURE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRINTED NAME &amp; TITLE:</td>
</tr>
<tr>
<td>DATE:</td>
</tr>
<tr>
<td>RESPONDENT LEGAL ENTITY NAME:</td>
</tr>
<tr>
<td>------------------------------</td>
</tr>
<tr>
<td>Cost Item Description</td>
</tr>
<tr>
<td>Region 2 Correctional Officer Pre-Employment Testing &amp; Evaluation</td>
</tr>
<tr>
<td>Region 2 Probation Parole Officer Pre-Employment Testing &amp; Evaluation</td>
</tr>
<tr>
<td>Region 2 Current Commissioned PPO Testing &amp; Evaluation; identified as in-crisis, impaired or post-incident (Fitness for Duty and/or Threat Assessment)</td>
</tr>
</tbody>
</table>

**TOTAL EVALUATION COST AMOUNT** (sum of evaluation costs above):

The Solicitation Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.

\[
\text{SCORE:} = \left( \frac{\text{lowest evaluation cost amount from all proposals}}{\text{evaluation cost amount being evaluated}} \right) \times 30
\]

State Use – Solicitation Coordinator Signature, Printed Name & Date:
COST PROPOSAL & SCORING GUIDE

NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED

COST PROPOSAL SCHEDULE—The Cost Proposal, detailed below, shall indicate the proposed price for goods or services defined in the Scope of Services of the RFP Attachment 6.6., Pro Forma Contract and for the entire contract period. The Cost Proposal shall remain valid for at least one hundred twenty (120) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this RFP. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point.

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This Cost Proposal must be signed, in the space below, by an individual empowered to bind the Respondent to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the President or Chief Executive Officer, this document must attach evidence showing the individual’s authority to legally bind the Respondent.

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<table>
<thead>
<tr>
<th>RESPONDENT SIGNATURE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRINTED NAME &amp; TITLE:</td>
</tr>
<tr>
<td>DATE:</td>
</tr>
</tbody>
</table>
# RFP ATTACHMENT 6.3.3. (continued)

<table>
<thead>
<tr>
<th>Region 3 Correctional Officer Pre-Employment Testing &amp; Evaluation</th>
<th>Proposed Cost</th>
<th>State Use ONLY</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 1, 2022—April 30, 2023</td>
<td>$ / Per Candidate</td>
<td></td>
</tr>
<tr>
<td>May 1, 2023—April 30, 2024</td>
<td>$ / Per Candidate</td>
<td></td>
</tr>
<tr>
<td>May 1, 2024—April 30, 2025</td>
<td>$ / Per Candidate</td>
<td></td>
</tr>
<tr>
<td><em>May 1, 2025—April 30, 2026</em></td>
<td>$ / Per Candidate</td>
<td></td>
</tr>
<tr>
<td><em>May 1, 2026—April 30, 2027</em></td>
<td>$ / Per Candidate</td>
<td></td>
</tr>
<tr>
<td><strong>Sum</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Region 3 Probation Parole Officer Pre-Employment Testing &amp; Evaluation</th>
<th>Proposed Cost</th>
<th>State Use ONLY</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ / Per Candidate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$ / Per Candidate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$ / Per Candidate</td>
<td></td>
<td></td>
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<tr>
<td>$ / Per Candidate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$ / Per Candidate</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Sum</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Region 3 Current Commissioned PPO Testing &amp; Evaluation; identified as in-crisis, impaired or post-incident (Fitness for Duty and/or Threat Assessment)</th>
<th>Proposed Cost</th>
<th>State Use ONLY</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ / Per Officer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$ / Per Officer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$ / Per Officer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$ / Per Officer</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Sum</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL EVALUATION COST AMOUNT** (sum of evaluation costs above):

The Solicitation Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.

\[
\text{SCORE} = \frac{\text{lowest evaluation cost amount from all proposals}}{\text{evaluation cost amount being evaluated}} \times 30 
\]

State Use – Solicitation Coordinator Signature, Printed Name & Date:
REFERENCE QUESTIONNAIRE

The standard reference questionnaire provided on the following pages of this attachment MUST be completed by all individuals offering a reference for the Respondent.

The Respondent will be solely responsible for obtaining completed reference questionnaires as required (refer to RFP Attachment 6.2., Technical Response & Evaluation Guide, Section B, Item B.17.), and for enclosing the sealed reference envelopes within the Respondent's Technical Response.
RFP # 32901-31260 REFERENCE QUESTIONNAIRE

REFERENCE SUBJECT:  RESPONDENT NAME (completed by Respondent before reference is requested)

The “reference subject” specified above, intends to submit a response to the State of Tennessee in response to the Request for Proposals (RFP) indicated. As a part of such response, the reference subject must include a number of completed and sealed reference questionnaires (using this form).

Each individual responding to this reference questionnaire is asked to follow these instructions:
- complete this questionnaire (either using the form provided or an exact duplicate of this document);
- sign and date the completed questionnaire;
- seal the completed, signed, and dated questionnaire in a new standard #10 envelope;
- sign in ink across the sealed portion of the envelope; and
- return the sealed envelope containing the completed questionnaire directly to the reference subject.

(1) What is the name of the individual, company, organization, or entity responding to this reference questionnaire?

(2) Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named individual, company, organization, or entity.

<table>
<thead>
<tr>
<th>NAME:</th>
</tr>
</thead>
<tbody>
<tr>
<td>TITLE:</td>
</tr>
<tr>
<td>TELEPHONE #</td>
</tr>
<tr>
<td>E-MAIL ADDRESS:</td>
</tr>
</tbody>
</table>

(3) What goods or services does/did the reference subject provide to your company or organization?

(4) What is the level of your overall satisfaction with the reference subject as a vendor of the goods or services described above?

*Please respond by circling the appropriate number on the scale below.*

1  2  3  4  5

least satisfied most satisfied
If you circled 3 or less above, what could the reference subject have done to improve that rating?

(5) If the goods or services that the reference subject provided to your company or organization are completed, were the goods or services provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.

(6) If the reference subject is still providing goods or services to your company or organization, are these goods or services being provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.

(7) How satisfied are you with the reference subject’s ability to perform based on your expectations and according to the contractual arrangements?

(8) In what areas of goods or service delivery does/did the reference subject excel?

(9) In what areas of goods or service delivery does/did the reference subject fall short?

(10) What is the level of your satisfaction with the reference subject’s project management structures, processes, and personnel?

Please respond by circling the appropriate number on the scale below.

1 2 3 4 5
least satisfied most satisfied

What, if any, comments do you have regarding the score selected above?
(11) Considering the staff assigned by the reference subject to deliver the goods or services described in response to question 3 above, how satisfied are you with the technical abilities, professionalism, and interpersonal skills of the individuals assigned? 

*Please respond by circling the appropriate number on the scale below.*

<table>
<thead>
<tr>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
</tr>
</thead>
<tbody>
<tr>
<td>least satisfied</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

What, if any, comments do you have regarding the score selected above?

(12) Would you contract again with the reference subject for the same or similar goods or services? 

*Please respond by circling the appropriate number on the scale below.*

<table>
<thead>
<tr>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
</tr>
</thead>
<tbody>
<tr>
<td>least satisfied</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

What, if any, comments do you have regarding the score selected above?

**REFERENCE SIGNATURE:**
(by the individual completing this request for reference information)

________________________________________________________________________

(must be the same as the signature across the envelope seal)

**DATE:**

________________________________________________________________________
### SCORE SUMMARY MATRIX

<table>
<thead>
<tr>
<th>GENERAL QUALIFICATIONS &amp; EXPERIENCE (maximum: 20)</th>
<th>RESPONDENT NAME</th>
<th>RESPONDENT NAME</th>
<th>RESPONDENT NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>EVALUATOR NAME</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EVALUATOR NAME</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>REPEAT AS NECESSARY</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>AVERAGE:</td>
<td>AVERAGE:</td>
<td>AVERAGE:</td>
</tr>
<tr>
<td>TECHNICAL QUALIFICATIONS, EXPERIENCE &amp; APPROACH (maximum: 50)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EVALUATOR NAME</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EVALUATOR NAME</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>REPEAT AS NECESSARY</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>AVERAGE:</td>
<td>AVERAGE:</td>
<td>AVERAGE:</td>
</tr>
<tr>
<td>COST PROPOSAL (maximum: 30)</td>
<td>SCORE:</td>
<td>SCORE:</td>
<td>SCORE:</td>
</tr>
<tr>
<td>TOTAL RESPONSE EVALUATION SCORE: (maximum: 100)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Solicitation Coordinator Signature, Printed Name & Date:
RFP ATTACHMENT 6.6.

RFP # 32901-31260 PRO FORMA CONTRACT

The *Pro Forma* Contract detailed in following pages of this exhibit contains some “blanks” (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from the RFP.
<table>
<thead>
<tr>
<th>Begin Date</th>
<th>End Date</th>
<th>Agency Tracking #</th>
<th>Edison Record ID</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 1, 2022</td>
<td>April 30, 2025</td>
<td>32901-31260</td>
<td>TBD</td>
</tr>
</tbody>
</table>

**Contractor Legal Entity Name**

TBD

**Edison Vendor ID**

TBD

**Goods or Services Caption** (one line only)

Psychological Exams and Evaluations for Correctional Officer and Probation Parole Officer Candidates and Commissioned Probation Parole Officers

**Contractor**

☒ Contractor

<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>2022</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2023</td>
<td></td>
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<td><strong>TOTAL:</strong></td>
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**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 ☐ RFP

☐ Other

**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.
This Contract, by and between the State of Tennessee, Department of Correction ("State" or "TDOC") and Contractor Legal Entity Name ("Contractor"), is for the provision of Psychological Evaluations for Correctional and Community Supervision Officers, 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/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company. Contractor Place of Incorporation or Organization: Location Contractor Edison Registration ID # Number

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:

a. "BCOT" or Basic Correctional Officer Training means 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.

b. "BOP" or Board of Parole means 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.

c. "BPOT" or Basic Probation and Parole Officer Training means 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.

d. "CO" means Correctional Officer.

e. "Certifying Authority" means the authority of a Qualified Mental Health Professional that determines by their professional credentials and experience, that a correctional officer or Probation and Parole Officer Candidate is qualified for employment.

f. "Community Supervision" means the TDOC Division responsible for the Probation or Parole supervision of offenders at liberty in the community.

g. ("CR-3976") or "Community Supervision Confirmation of Psychological Examination Form" means 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.

h. "Correctional Officer Candidate" means all persons seeking initial employment or rehire as a CO, correctional clerical officer, correctional corporal, correctional sergeant, correctional lieutenant, and correctional captain as detailed in Attachment Two, TDOC Policy # 305-06.
i. “DSM” or “Diagnostic and Statistical Manual of Mental Disorders” means the publication promulgated by the American Psychiatric Association which defines diagnostic psychological conditions and is to be used by the Qualified Mental Health Professional to evaluate Correctional Officer Candidates and Probation and Parole Officer Candidates to identify if they are qualified for employment and determine if they are 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 as detailed in Attachment Two, TDOC Policy # 305-06 (https://www.psychiatry.org/psychiatrists/practice/dsm).

j. “District Office” means the regional office located in each Community Supervision district.

k. “Institution” means a prison facility managed either by TDOC or by a private contractor.

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

m. “Law Enforcement Officer” means an individual that has been certified by a Tennessee licensed health care provider qualified in the psychiatric or psychological field as being free from any impairment, as set forth in the current edition of the Diagnostic and Statistical Manual of Mental Disorders (“DSM”).

n. “Parole” means 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.

o. “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 Pre-Service Basic Correctional Officer Training shall be comprised of two (2) weeks of the training program conducted at the hiring facility and four (4) conducted through the Tennessee Correction Academy.

p. “PPO” or “Probation and Parole Officer” means all persons actively employed as Probation Parole Officers (PPO) I, II, and III as detailed in Attachment Two, TDOC Policy # 305.06.1.

q. “Probation” means 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.

r. “Probation and Parole Officer Candidate” means all persons seeking initial employment or rehire as PPO I, II, and III as detailed in Attachment Two, TDOC Policy # 305.06.1.

s. “Psychological Examination and Evaluation” means 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.

t. “CR-2940” or “Psychological Qualifying Results Form” means 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.
u. “Qualified Mental Health Professional” means 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.

v. “TCA” or “Tennessee Correction Academy” means the training arm of the Tennessee Department of Correction, a primary location where BCOT and BPOT take place.

A.3. Correctional Officer Candidate Psychological Examination and Evaluation.

a. The Contractor shall conduct a Psychological Examination and Evaluation of each CO 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 Contractor shall ensure that the examination and evaluation of all COs are administered by a Qualified Mental Health Professionals, as referenced in Attachment Two, TDOC Policy # 305.06, and is 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. The Contractor shall ensure that interview portions of the examination are 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. The Contractor shall ensure that Qualified Mental Health Professionals do not release the results, written notes, and evaluation information to any person or entity except to the State without a written release of information from the individual employee.

d. The Contractor shall submit Form CR-2940, as specified in Attachment Two, to the Institution indicating whether the individual is psychologically qualified or not qualified and shall keep the CR-2940 form in the Institutional employee’s confidential health file. The Contractor shall ensure that 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 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 Instrument that has been approved by TDOC in writing. The Contractor shall conduct the interview portions of the examination 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 candidates evaluated for a period of seven (7) years. The Contractor shall not release the records described in this subsection A.4.c., 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 CR-3976 Form, indicating whether the individual is psychologically qualified or not qualified. The Contractor shall complete and submit the CR-3976 Form to TDOC within seventy-two (72) hours of the examination/evaluation.

A.5. Probation Parole Officer Post-Incident, In-Crisis or Impairment Psychological Examination and Evaluation.

a. The Contractor shall evaluate each current commissioned Probation Parole Officer identified by the State to be either in-crisis, impaired, or involved in an incident involving use of force to ensure that the identified officer meets the psychological requirements to continue their commissioned duties as detailed in Attachment Two, TDOC Policies #303.12 and #305.06.1.

b. The Contractor shall administer a standardized test, using a law enforcement or criminal justice specific Instrument, that has a standardized effective measurement scale for evaluation. The Instrument utilized must be approved in writing by the TDOC. 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.

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 identified commissioned Probation Parole Officer 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 to continue their duties as a commissioned Probation Parole Officer. 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 May 1, 2022 ("Effective Date") and extend for a period of thirty-six (36) 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.

B.2. Renewal Options. This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to two (2) annual renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State’s sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

B.3. Term Extension. The State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Contract, under the same terms and conditions, at the State’s sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:
C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Written Dollar Amount ($Number) ("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>Service Description</th>
<th>May 1, 2022—April 30, 2023</th>
<th>May 1, 2023—April 30, 2024</th>
<th>May 1, 2024—April 30, 2025</th>
<th><em>May 1, 2025—April 30, 2026</em></th>
<th><em>May 1, 2026—April 30, 2027</em></th>
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<tr>
<td>Correctional Officer Pre-Employment Testing &amp; Evaluation</td>
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<tr>
<td>Probation Parole Officer Pre-Employment Testing &amp; Evaluation</td>
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<td>Current Commissioned PPO Testing &amp; Evaluation; identified as in-crisis, impaired or post-incident (Fitness for Duty and/or Threat Assessment)</td>
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* As referenced in Section B.2., the State reserves the right to execute up to two (2) annual renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. Pricing contemplates the execution of the two (2) annual options to renew.

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:

Contractor Contact Name & Title
Contractor Name
Address
Email Address
Telephone # Number
FAX # Number

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. The 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

RFP #32901-31260
Page 43 of 54
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’

RFP #32901-31260
Page 47 of 54
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, Two, and Three;
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...
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. Technology Professional Liability (Errors & Omissions)/Cyber Liability Insurance

1) The Contractor shall maintain technology professional liability (errors & omissions)/cyber liability insurance appropriate to the Contractor’s profession in an amount not less than ten million dollars ($10,000,000) per occurrence or claim and ten million dollars ($10,000,000) annual aggregate, covering all acts, claims, errors, omissions, negligence, infringement of intellectual property (including copyright, patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties.
2) Such coverage shall include data breach response expenses, in an amount not less than ten million dollars ($10,000,000) and payable whether incurred by the State or Contractor, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services and expenses in the performance of services for the State or on behalf of the State hereunder.

e. Crime Insurance

1) The Contractor shall maintain crime insurance, which shall be written on a “loss sustained form” or “loss discovered form” providing coverage for third party fidelity, including cyber theft and extortion. The policy must allow for reporting of circumstances or incidents that may give rise to future claims, include an extended reporting period of no less than two (2) years with respect to events which occurred but were not reported during the term of the policy, and not contain a condition requiring an arrest or conviction.

2) Any crime insurance policy shall have a limit not less than one million dollars ($1,000,000) per claim and one million dollars ($1,000,000) in the aggregate. Any crime insurance policy shall contain a Social Engineering Fraud Endorsement with a limit of not less than two hundred and fifty thousand dollars ($250,000). This insurance may be written on a claims-made basis, but in the event that coverage is cancelled or non-renewed, the Contractor shall purchase an extended reporting or “tail coverage” of at least two (2) years after the Term.

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. **Contractor Commitment to Diversity.** The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor’s Response to 32901-31260 (Attachment 6.1.) and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor’s performance of this commitment by providing, as requested, a monthly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, service-disabled veterans, and persons with disabilities. Such reports shall be provided to the State of Tennessee Governor's Office of Diversity Business Enterprise in the TN Diversity Software available online at: https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810.

E.3. **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,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TENNESSEE DEPARTMENT OF CORRECTION:

TONY PARKER, COMMISSIONER

DATE
ATTACHMENT ONE

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

<table>
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<th>SUBJECT CONTRACT NUMBER:</th>
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<tbody>
<tr>
<td>CONTRACTOR LEGAL ENTITY NAME:</td>
</tr>
<tr>
<td>Edison Vendor Identification Number:</td>
</tr>
</tbody>
</table>

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.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION
Attachment Two: Tennessee Department of Correction Policies

*The policies enclosed are subject to revisions. The expiration date of the policy is the date of the State’s anticipated revision date and not an exclusion of operational duties.*

Policies Enclosed

#303.12 Relinquishment of State-Issued Firearms

#305.06 Employment Qualification Standards of Correctional Officers

#305.06 Employment Qualification Standards of Correctional Officers Handbook

#305.06.1 Employment Qualification Standards of Probation Parole Officers
I. **AUTHORITY:** TCA 4-3-603, TCA 4-3-606, and TCA 4-3-609.

II. **PURPOSE:** The purpose of this policy is to establish procedures for the retrieval of a sworn employee’s state-issued firearm.

III. **APPLICATION:** All Tennessee Department of Correction (TDOC) employees.

IV. **DEFINITIONS:**

A. **Employees Authorized to Carry State-Issued Firearms:** Employees of the TDOC who have been duly sworn and authorized to carry a firearm, given police powers, and issued the appropriate firearm(s) and credentials by the TDOC Commissioner.

B. **Employee Assistance Program (EAP):** An established program capable of providing expert assessment of employee personal concerns; confidential and timely identification services regarding mental health issues, substance use, family problems, etc.

C. **Tennessee Department of Correction (TDOC) Site Manager:** For purposes of this policy only, Warden for prisons, Superintendents for the Tennessee Correction Academy (TCA), Superintendents/Wardens of transition centers, District Director for probation/parole offices, Correctional Administrator for Day Reporting Centers, Division Directors of the Office of Investigation and Compliance (OIC), Major Maintenance, Institutional Integrated Technology Services, and Central Office or designee(s).

V. **POLICY:** Employees in possession of State-issued firearms shall relinquish possession thereof pursuant to circumstances and procedures established herein.

VI. **PROCEDURES:**

A. **An employee will routinely be required to relinquish their state-issued firearm(s) under, but not limited to, the following circumstances:**

1. Separation from employment
2. Suspension from employment
3. Use of Force Investigation
4. A present medical condition that creates an unreasonable safety risk relative to the possession and control of a service weapon.
5. Prescription drug usage that may cause impairment.
6. **Disciplinary Reviews:** PPOs, OIC/Strike Force, and other commissioned staff as designated by the Commissioner.

B. When an employee as defined by this policy exhibits behaviors or signs of emotional distress that reasonably indicate a risk of danger to self or others, such employee will generally be required to relinquish their state-issued firearm pending review and further disposition. Examples can include, but are not limited to, the following:

1. **Under the Influence:** The local manager shall follow procedures set forth in Policy #302.12 regarding reasonable suspicion employee drug/alcohol testing. If the employee is assigned a firearm, he/she shall relinquish the firearm to the appropriate TDOC Site Manager or their designees, prior to the drug or alcohol testing prescribed in Policy #302.12

2. **Changed Behavior:** If the employee is exhibiting behaviors which could be reasonably perceived to be a danger to self or others, or is, dangerous to self and/or others, it shall be incumbent upon a supervisor in the chain of command to ask the employee to relinquish his/her service weapon and undertake to have a discussion with the employee to weigh the necessity of a fitness for duty examination and/or voluntary referral to the Employee Assistance Program (EAP) or his/her own medical or mental health provider. (See Policy #305.05)

3. **Off Duty Occurrence or Circumstance:** An occurrence or circumstance that could reasonably be expected to lead an employee to be a danger to self or others. If the employee is authorized to carry a state-issued firearm, an onsite manager/supervisor shall, within 24 hours of being notified of the occurrence, ensure that the firearm is retrieved from the employee, if necessary. The onsite manager/supervisor appropriate TDOC Site Manager or designees. The TDOC Site Manager shall advise the Correctional Administrator (CA).

C. **Employee Involved Shooting**

1. Any employee who discharges his/her firearm other than in the course of approved training/qualification, shall surrender his/her assigned weapon and be placed on modified desk duty until such time as a preliminary investigation of the incident has concluded. If the preliminary review at the scene indicates misconduct or a criminal offense on the part of the officer/employee who is involved, the weapon(s) shall be taken for forensic examination and the officer/employee will be placed on modified duty and all credentials shall be surrendered until such time as the investigation has been completed.

2. While on modified duty all credentials issued the staff member identifying them as a sworn officer will be surrendered to the staff member’s supervisor within eight hours of the shooting incident.

3. All employee involved shootings shall be investigated. When there has been a report of any employee involved shooting(s), the Director of OIC and/or the Special Agent in Charge shall notify the TBI Director/designee and request that the TBI investigate as provided by the agreement between the TDOC Commissioner and the TBI Director. OIC has full authority to take possession of an employee’s state-issued weapon as part of an investigation.
4. Staff involved in a shooting incident shall be provided with critical incident debriefing from members of the Critical Incident Stress Management Team (CISM). In areas whereby a CISM team has not yet been formed, a CISM team from the closest institution or Central Office shall be utilized.

5. Those employees who are involved and require mental health services will be referred to the Employee Assistance Program (EAP).

6. After an employee involved shooting the involved employee(s) will be granted administrative leave with pay as necessary. The supervisor shall determine, in consultation with the Director of TDOC HR and General Counsel, the number of days needed.

D. Terminated, Resigned, and Retired Employees

1. All items (weapon(s), ammunition, ballistic vest, and any other equipment must be returned to TDOC within three business days of an employee’s last day of work. The Payroll Deduction Authorization Form, CR-4042, (or the form used at the time the property was issued), must accompany the returned items. (See Policy #306.02) The completed CR-4042 (or other form), noting return of the security equipment, shall be forwarded to the employee’s work location for placement in their property file

2. A notification (e-mail) message must be sent to the Director of the Office of Investigation and Compliance when sworn staff are terminated or resign.

E. Inventory and Disposition of Relinquished Firearm(s)

1. Firearms issued to Strike Force/OIC staff shall be relinquished to the Director of OIC and stored at the OIC armory.

2. Firearms issued to probation/parole officers shall be relinquished to the appropriate CA and/or DD and stored in a secured, two lock door safe/vault located within the applicable District Office. Relinquished firearms must be transported to the TCA armory by a duly sworn District Director/designee.

3. Firearms issued to CAs, DDs, Wardens, Superintendents, and other Central Office staff shall be relinquished to the designated Executive Officer per the Commissioner for storage in the DCCO two door lock safe.

4. Within ten working days after relinquishment, firearms shall be returned to the applicable firearm issuing departmental authority.

F. Reissue of Relinquished Firearms:

1. State-issued firearms relinquished pursuant to suspension of employment, the results of any use of force investigations or disciplinary proceedings, or of an employee involved shooting as described in Section VI.(C) above may be reissued a firearm after satisfactory resolution and subject to requalification as provided by Policy #506.09. The Commissioner/designee will determine if firearm requalification shall be required of the employee. Employees may or may not be reissued the same firearm.
2. State-issued firearms relinquished pursuant to Sections VI.(A)(4,5) or VI.(B) may be reissued, after satisfactory resolution and subject to requalification as provided by Policy #506.09 and (1) above.

VII. **ACA STANDARDS:** 4-APPFS-3B-04, 4-APPFS-3G-04.

VIII. **EXPIRATION DATE:** April 1, 2022.
Employee Name: ________________________________

(Print Name)  

Edison ID#: ___________________  
Job Title: ________________________________  

I hereby acknowledge that I have received State funds and/or property and I am obligated to return the funds and/or property at the request of my agency or upon my termination from State government. I understand that the State funds and/or property are provided for use during my employment and are not my personal funds or property. I agree that, at the request of my agency or upon termination of my employment, I will return all State property in good condition (with the exception of normal wear) or funds to my fiscal/payroll officer within three business days of my date of separation.

In the event that the State funds and/or property are stolen or damaged while in my custody, I understand that I should notify my supervisor and fiscal officer immediately. I understand that I may be required to reimburse the State for the cost of the missing State funds or property.

If at my agency’s request or at such time of my termination of employment, I do not return the State funds or property in good condition that I signed for by the required deadline, I understand that I will incur a debt to the State. I agree that I will reimburse the State for any amount outstanding. I hereby authorize the State to deduct the appropriate amount as indicated below from my paycheck.

I understand that at the time of my agency’s request or my termination, if I disagree with the amount of funds being deducted from my paycheck, I have the right to an immediate Pre-decision Meeting with a person who has direct access to the agency appointing authority for this purpose.

I have read and understand this agreement and by signing, I indicate that the terms of this agreement are satisfactory to me.

________________________________________   __________________________________
Employee Signature  Date

________________________________________   __________________________________
Issuer Name (Print)  Issuer Signature  Date

DESCRIPTION AND DOLLAR AMOUNT OF STATE FUNDS/COST AT TIME OF ISSUANCE:

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<th>Unit Cost ($)</th>
<th>Total Cost ($)</th>
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SIGN BELOW UPON RETURN OF PROPERTY AT SEPARATION OR TRANSFER:

_________________________  __________________________
Employee Signature          Date

_________________________  __________________________
Property Received by Name (Print)  Property Received by Signature  Date

_________________________
Fiscal Officer Name (Print)

_________________________
Fiscal Officer Signature  Date
EMPLOYMENT QUALIFICATION
STANDARDS OF
CORRECTIONAL OFFICERS

DECEMBER 2020
INTRODUCTION

These standards present the procedures and guidelines which correspond to Policy #305.06, Employment Qualification Standards of Correctional Officers.

PHYSICAL EXAMINATION

The following information is the Tennessee Department of Correction criteria established for individuals seeking consideration for employment for the position of Correctional Officer and the physical examination form certifying such which must be completed and signed by the examining licensed physician, Nurse Practitioner, and/or Physician Assistant.

The duties of the correctional officer shall require physical exertion involving prolonged walking and standing, lifting, balancing, stooping, and participating in the apprehension and return of escapees/absconders, which may involve physical stress. Additional duties may also require running, climbing, and restraining or carrying offenders 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. Correctional Officers 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, qualifications with multiple weapons (to include firearms and chemical agents). Correctional Officer Trainees must also participate in electronic restraint training.

The examiner shall determine whether the individual employee should reasonably be able to perform the following duties without presenting an employment hazard to self or others.

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

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, visitors for contraband items, and to provide general visual observation for security policy compliance.

c. Must have full range of motion of the limbs and trunk, along with manual dexterity and hand-eye coordination, within normal limits, in order to perform rapid and coordinated body movements. Must be able to maintain kneeling (one or both knees), stand or sit and rise without assistance. Must have full hand, finger, wrist, and foot strength and manipulative dexterity, within normal limits. Must have full range of motion of the head, neck, shoulders, back, arms and legs. Must be able to crawl, stretch, climb, bend, and run, along with the ability to move or drag heavy objects and/or incapacitated persons. Must be able to exit a vehicle quickly and without assistance.

d. Candidates must be able to understand speech in noisy areas, understand whispered speech, and localized sounds.

e. Must be capable of running a distance as required in the apprehension of a fleeing offender.

f. Must be able to cope with situations involving high degrees of stress and tension including disciplinary decisions, daily verbal confrontations with offenders, potential hostage situations, the use of force and possible necessary deadly force, etc.
g. Candidates with a BMI (Body Mass Index) \( \geq 40 \) may be subjected to additional assessment on a case by case basis.

**Physical Examination:** A satisfactory minimum physical examination will be conducted by the examining medical professional contracted by the TDOC.

A satisfactory minimum physical examination will include a review of past health history, age, weight, height, vital signs, tuberculin skin test, dipstick urinalysis, and other lab values, visual acuity, hearing, general appearance, skin, eyes, ears, nose, throat, mouth, heart, lungs with pulmonary function test, lymph nodes, abdomen, anus, external genitalia, spine, extremities, and abbreviated neurologic.

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. **Nodes** – Enlargement require study to establish cause and may disqualify.

12. **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.

13. **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. **Abdomen** – Examine for tenderness, masses, enlarged organs, and muscle tone. A breast exam shall be completed on all female employees.

15. **Hernia** – Actual hernia in any form that affects the individual’s ability to perform shall disqualify the employee. A repaired hernia with no residual disability is not disqualifying.

16. **Genitalia** – Active genitourinary disease may disqualify. If an individual is found to have an active sexually transmitted disease, he/she shall be instructed to contact his/her private physician for follow-up and treatment. An individual shall not be disqualified due to a venereal disease unless the physician determines that the condition may interfere with job performance.

17. **Skin** – 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.

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

An EKG shall be performed if the employee is 45 years of age or over 300 pounds. The physician or his/her designee may delegate many of the routine tasks and measurements as appropriate.

All abnormalities of history of physical examination 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:

- Anemia (HGL below 10g/dl)
- Hypertension, uncontrolled
- Asthma, chronic, exercise induced or recurrent and requiring oral steroids for control
- Narcolepsy with episodes in the past 12 months.
- Colitis, recurrent spastic bowel and Nephritis, chronic (Kidney infection) conditions.
- 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
• Rheumatic fever with valvular damage
• Flat feet, symptomatic
• Goiter or hyperthyroidism, untreated
• Ruptured intervertebral disc, other significant and debilitating back trouble
• Any infectious disease which is contagious either through respiratory exposure or by contact is disqualifying.
• Tuberculosis, contagious
• Absence of a thumb and/or three fingers on one hand
• Absence of an eye
• Inability to run.

REPORTING OF QUALIFICATION RESULTS

The following forms must be returned to secured fax number provided and in accordance with CR-3792, Part Two, Instructions to the Examining Medical Professional.

The Employee Health History Questionnaire, CR-3606, will be used to record the results of the health history and will be maintained in the employee's confidential health file.

The Employee Physical Examination, CR-2240, will be used to record the results of the physical examination and will be maintained in the employee’s confidential health file.

The Applicant Tuberculosis Screening Tool for Correctional Officer Candidates CR-4198 will be used to record the results of the tuberculosis screening and tuberculin skin test. This form will be placed in the employee’s confidential health file maintained at the hiring institution.

The Notification of Immediate Action Required, CR-3607, if applicable will be maintained by the institutional Human Resources Manager, in the employee’s confidential health file with a copy to the applicant/employee.

The Audiometric Testing Results, CR-3608, if applicable, will be used to record the results of specialized hearing testing to support Notification of Immediate Action Required, CR-3607.

The Notification of Conditional Qualification, CR-3605, will be maintained in the employee’s confidential health file in Human Resources; and a copy submitted to the employee who is conditionally qualified with a copy given to the Warden/Superintendent. Within the employee’s first 90 days of probationary period, the employee must submit a report from their physician to the local Human Resources Office indicating the condition is corrected, controlled, or improving. The Human Resources staff shall track the progress of all employees that are conditionally qualified and notify the Warden/Superintendent of any conditionally qualified employee that fails to provide the required medical documentation or who is unable to provide proof that the condition is corrected, controlled, or improving. Failure to comply may be grounds for separation.
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, Tennessee Correction Academy, and Human Resources.

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 in 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 themselves 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
7. Applicant Tuberculosis Screening Tool for Correctional Officer Candidates CR-4198

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 and/or e-mail address 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 Tuberculosis Screening Tool for Correctional Officer Candidates CR-4198 (completed and signed by the correctional officer candidate and the examining medical professional).
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 confidential volume of the employee’s human resources file.
e. 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 of testing shows disqualification, and other sections have not been processed, they shall not be completed.

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 Resources 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, etc.) 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 Resources 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 Resources Manager indicating the condition is corrected, controlled, or improving. Failure to comply shall result in separation by the hiring agency.

      (2) The institutional Human Resources 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 confidential volume of the employee’s human resources file.

5. Components of the Psychological Reviews:

a. **Review:** After a conditional offer of employment is made, a psychological examination and evaluation will be administered by a mental health professional contracted by the 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.
Subject: EMPLOYMENT QUALIFICATION STANDARDS OF CORRECTIONAL OFFICERS

(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.

6. 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. All pre-employment test results must be received by the Human Resources Staff prior to employment.

B. The results of all the 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.

C. Upon rehire/reassignment to the correctional officer series employees that have separated from the correctional officer series or those that transferred from the CO series to a non-safety sensitive position, will be required to complete a drug screen regardless of length of time since their separation or transfer.

D. Upon rehire/reassignment any employee that is being assigned to the correctional officer series must have completed the physical examination within the previous twelve months and must have completed the psychological examination within the previous six months. This does not prohibit fit-for-duty examinations if the TDOC Site Manager determines it to be warranted.

E. All employees that were separated from the TDOC will be required to pass a background check upon rehire in the correctional officer series.

F. The Employment Qualification Standards of Correctional Officers will be reviewed annually by the Director of Human Resources/designee.

G. 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.
VII. **ACA STANDARDS**: 5-ACI-IC-15

VIII. **EXPIRATION DATE**: January 15, 2024
TENNESSEE DEPARTMENT OF CORRECTION
EMPLOYEE PHYSICAL EXAMINATION

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
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<thead>
<tr>
<th>Normal</th>
<th>Abnormal</th>
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<tr>
<td>CHECK EACH ITEM IN APPROPRIATE COLUMN; ENTER “NA” IF NOT APPLICABLE.</td>
<td>DESCRIBE EACH ABNORMALITY IN DETAIL</td>
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<tr>
<td>DEVELOPMENT: Lack of normal muscular development, muscular weakness, obesity, or congenital to interfere with the individual’s performance of required duties. Record identifying marks, tattoos, etc.</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>
<td></td>
</tr>
<tr>
<td>NECK: Enlargement requires study to establish cause and may disqualify</td>
<td></td>
</tr>
<tr>
<td>Normal</td>
<td>Abnormal</td>
</tr>
<tr>
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<tr>
<td>NODES: Enlargement requires study to establish cause and may disqualify.</td>
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<tr>
<td>HEART: The action of the heart shall be uniform, free and steady, its rhythm regular and free from organic changes. Employees shall be free from 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.</td>
<td></td>
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<tr>
<td>LUNGS: Respirations shall be full, easy, and regular with normal pulmonary function. Breath sounds must be clear and distinct over both lungs. The respiratory system must be free of chronic disabling conditions or active diseases including active tuberculosis.</td>
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<tr>
<td>ABDOMEN: Examine for tenderness, masses, enlarged organs, and muscle tone.</td>
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<tr>
<td>CHEST: Examination for evidence of deformity or masses shall be completed on all individuals</td>
<td></td>
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<tr>
<td>HERNIA: Actual hernia in any form that affects the individual’s ability to perform shall disqualify the employee. A repaired hernia with no residual disability is not disqualifying.</td>
<td></td>
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<tr>
<td>GENITALIA: Active genitourinary disease may disqualify. If an individual is found to have an active sexually transmitted disease, he/she shall be instructed to contact his/her private physician for follow-up and treatment. An individual shall not be disqualified due to a venereal disease unless the physician determines that the condition may interfere with job performance. Evidence of adequate treatment is needed prior to the first day of employment.</td>
<td></td>
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<tr>
<td>Normal</td>
<td>Abnormal</td>
</tr>
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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>
<td><strong>DESCRIBE EACH ABNORMALITY IN DETAIL</strong></td>
</tr>
<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>
<td></td>
</tr>
<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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<tr>
<td><strong>LABORATORY:</strong> 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.</td>
<td></td>
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<tr>
<td>Normal</td>
<td>Abnormal</td>
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<tr>
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<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>
<td>DESCRIBE EACH ABNORMALITY IN DETAIL</td>
</tr>
<tr>
<td>Chronic Pain: Daily use of class two narcotics. State the prognosis.</td>
<td></td>
</tr>
<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.

<table>
<thead>
<tr>
<th>Examining Professional Signature</th>
<th>Date</th>
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</table>
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
TENNESSEE DEPARTMENT OF CORRECTION

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: __________________________________________________

CR-2940 (Rev. 09-16)  DO NOT COPY OR RELEASE WITHOUT CONSENT  RDA 2121
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.

Examing 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
Applicant / Employee Health History Questionnaire

Name: ______________________________________________________________________________
  Last   First   Middle   Last Four of SS Number

Address: ____________________________________________________________________________
  Number   Street   Apt. #   (    )     -   Area Code & Home Phone Number
  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 □ Yes □ No

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

14. Neurologic/neuromuscular disease □ Yes □ No

15. Peptic ulcers □ Yes □ No

16. Rheumatic Fever □ Yes □ No

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? □ Yes □ No

18. Arthritis □ Yes □ No

19. Have you been treated or hospitalized for a nervous or mental illness? □ Yes □ No

20. Have you been rejected for Military Service for physical reasons? □ Yes □ No

21. Have you received a medical discharge from Military Service? □ Yes □ No

22. Have you ever collected Worker’s Compensation insurance or received a medically or psychologically related pension? □ Yes □ No

23. Do you have difficulty or limitations pertaining to the following activities: Walking, Standing, Lifting, Balancing, Climbing, Stooping, Reaching? □ Yes □ No

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

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

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

Correctional Officer Candidate ___________________________  Date ___________________________
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.

Applicant/Employee name: __________________________________________________________

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: __________________________

Examing 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 handgun, 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:

<table>
<thead>
<tr>
<th>Hiring Institution Human Resource Manager</th>
<th>Secured Fax Number</th>
</tr>
</thead>
</table>
TENNESSEE DEPARTMENT OF CORRECTION

APPLICANT TUBERCULOSIS SCREENING TOOL FOR CORRECTIONAL OFFICER CANDIDATES

Applicant Name (Printed)____________________________________________________________________________________

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

1. Prolonged cough (last 3 weeks or longer) YES NO
2. Productive cough (if yes, state color) NO NO
3. Coughing up blood NO NO
4. Chest pain NO NO
5. Get tired easily NO NO
6. Weight loss (if yes, how many lbs., time period ) NO NO
7. Loss of appetite NO NO
8. Night sweats NO NO
9. Fever or chills NO NO

Are you immunocompromised? (Diabetes, End stage renal disease, cancer, HIV, prolonged corticosteroid therapy, gastric bypass or immunosuppressive arthritic therapy) YES NO

Were you given BCG at any time? NO NO

Have you traveled to Asia, the Caribbean, South America, or Africa within the last year? NO NO

Have you ever had a positive TB skin test or positive TB blood test? NO NO

Have you ever been told that you had tuberculosis? NO NO

Do you volunteer to a homeless shelter on a regular basis? NO NO

Have you ever taken medication for TB? NO NO

List medications: __________________________________________ Treatment date(s): ________________________________

<table>
<thead>
<tr>
<th>Current Test PPD (Brand):</th>
<th>Lot#:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exp Date:</td>
<td>Date administered:</td>
</tr>
<tr>
<td>Date read:</td>
<td>Result: mm</td>
</tr>
<tr>
<td>Date of IGRA:</td>
<td>Result:</td>
</tr>
</tbody>
</table>

Applicant Signature __________________________________________ Date ______________________________

Health Care Provider Signature ________________________________ Date ______________________________

CR4198 Duplicate As Needed RDA Pending
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.
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:

Corrected  OD 20/  ___________________________  Uncorrected  OS 20/  ___________________________

**PHYSICAL FINDINGS**

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1. Heavy lifting, 45 pounds or over?  
2. Heavy carrying, 45 pounds or over?  
3. Pull hand-over-hand?  
4. Reaching above the shoulders?  
5. Use of the fingers?  
6. Use of both hands?  
7. Continuous standing for eight or more hours?  
8. Continuous walking for eight or more hours?  
9. Climbing with use of arms and legs?  
10. Repetitive bending, crawling, or kneeling?  
11. Use of both eyes?  
12. Corrected acuity in each eye?  
13. Ability to distinguish colors?  
14. Depth perception?  
15. Peripheral vision?  
16. Clear speech?  
17. Ability to hear?  

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

**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.

The “Community Supervision Post-Offer Physical Evaluation Report” (CR-3981) will be used to record the results of the physical evaluation.

The “Community Supervision Notification of Immediate Action Required” (CR-3972) will be used to record immediately correctable conditions.

The “Audiometric Testing Results” (CR-3608) will be used to record the results of specialized hearing testing to support Notification of Immediate Action Required.

The “Community Supervision Notification of Conditional Qualification” (CR-3971) will be used to record conditions that require medical attention and re-evaluation.

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: ___________________________

City: ___________________________ State: _____ Zip: ___________

YOUR REGULAR PHYSICIAN:

Name: ___________________________

Address: ___________________________

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? ____________ ☐ Yes ☐ No

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.

**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: ___________________________  ___________________________  ___________________________  ___________________________

Last  First  Middle  Social Security Number

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 ___________ / ___________
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.

______________________________            ______________________________
Signature            Date

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.

________________________________________
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      , 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.(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.
Employee Name: ____________________________  ____________________________  ____________________________

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

| Corrected | OD 20/ | Vision | Uncorrected | OS 20/ |

**PHYSICAL FINDINGS**

- **WNL = Within Normal Limits**
- **ABN = Abnormal**

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

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<tr>
<td>2. Back</td>
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<tr>
<td>3. Extremities</td>
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<td>4. Reflexes</td>
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<td>5. Motor</td>
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<td>6. Cerebellar</td>
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<td>7. Neurological</td>
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**THE USE OF OR ABILITY TO:**

- **YES**
- **NO**

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<tr>
<th>THE USE OF OR ABILITY TO</th>
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</thead>
<tbody>
<tr>
<td>1. Heavy lifting, 45 pounds or over?</td>
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<td></td>
</tr>
<tr>
<td>2. Heavy carrying, 45 pounds or over?</td>
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<tr>
<td>3. Pull hand-over-hand?</td>
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<tr>
<td>4. Reaching above the shoulders?</td>
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<tr>
<td>5. Use of the fingers?</td>
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<tr>
<td>6. Use of both hands?</td>
<td></td>
<td></td>
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<tr>
<td>7. Continuous standing for eight or more hours?</td>
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<td></td>
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<tr>
<td>8. Continuous walking for eight or more hours?</td>
<td></td>
<td></td>
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<tr>
<td>9. Climbing with use of arms and legs?</td>
<td></td>
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</tbody>
</table>

10. Repetitive bending, crawling, or kneeling?

11. Use of both eyes?

12. Corrected acuity in each eye?

13. Ability to distinguish colors?

14. Depth perception?

15. Peripheral vision?

16. Clear speech?

17. Ability to hear?

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

Signature of Examining Physician ____________________________  Date ____________________________

Please return this form by fax to: ____________________________  ATTN: ____________________________
Instructions to the Examining Medical Professional

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.

The "Community Supervision Post-Offer Physical Evaluation Report" (CR-3981) will be used to record the results of the physical evaluation.

The "Community Supervision Notification of Immediate Action Required" (CR-3972) will be used to record immediately correctable conditions.

The "Audiometric Testing Results" (CR-3608) will be used to record the results of specialized hearing testing to support Notification of Immediate Action Required.

The "Community Supervision Notification of Conditional Qualification" (CR-3971) will be used to record conditions that require medical attention and re-evaluation.

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

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?

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

Are you immunocompromised? (Diabetes, End stage renal disease, cancer, HIV, prolonged corticosteroid therapy, gastric bypass or immunosuppressive arthritic therapy) YES  NO
Were you given BCG at any time? YES  NO
Have you traveled to Asia, the Caribbean, South America, or Africa within the last year? YES  NO
Have you ever had a positive TB skin test or positive TB blood test? YES  NO
Have you ever been told that you had tuberculosis? YES  NO
Do you Volunteer to a homeless shelter on a regular basis? YES  NO
Have you ever taken medication for TB? YES  NO
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 __________________________
# TDOC Community Supervision Offices East TN

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Region</th>
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</thead>
<tbody>
<tr>
<td>District 10 (Johnson City)</td>
<td>195 Freckles Court Johnson City, TN 37601</td>
<td>East</td>
</tr>
<tr>
<td>District 10 (Blountville)</td>
<td>1329 Highway 394, Blountville, TN 38617</td>
<td>East</td>
</tr>
<tr>
<td>District 10 (Greeneville)</td>
<td>219 West Depot Street Suite 1, Greeneville, TN 37743</td>
<td>East</td>
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<tr>
<td>District 10 (Morristown)</td>
<td>209 East Main Street Morristown, TN 37814</td>
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<tr>
<td>District 20 (Knoxville)</td>
<td>1426 Elm Street, Knoxville, TN 37921</td>
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<tr>
<td>District 20 (Sevierville)</td>
<td>127 Joy Street, Sevierville, TN 37862</td>
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<td>District 20 (Dandridge)</td>
<td>1228 Circle Drive, Dandridge, TN 37725</td>
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<td>District 20 (Newport)</td>
<td>990 Highway 25-70, Suite 70, Newport, TN 37821</td>
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<td>District 20 (New Tazwell)</td>
<td>129 S. Broad Street, New Tazwell, TN 37825</td>
<td>East</td>
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<tr>
<td>District 21 (Clinton)</td>
<td>110 E. Centre Stage Business Park, Clinton, TN 37716</td>
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<tr>
<td>District 21 (Jacksboro)</td>
<td>563 Main Street, Jacksboro, TN 37801</td>
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<tr>
<td>District 21 (Maryville)</td>
<td>304 Home Avenue, Maryville, TN 37801</td>
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<td>District 30 (Chattanooga)</td>
<td>6112 Shallowford Road, Chattanooga, TN 37421</td>
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<tr>
<td>District 30 (Cleveland)</td>
<td>950 Star-Vue Drive SW Suite 2, Cleveland, TN 37311</td>
<td>East</td>
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<td>District 30 (Madisonville)</td>
<td>119 Pedigo Road, Madisonville, TN 37354</td>
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<tr>
<td>District 30 (Jasper)</td>
<td>#5 Oak Street, Marion County Justice Center, Jasper, TN 37347</td>
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<tr>
<td>District 30 (McMinnville)</td>
<td>102 Mullican Street, McMinnville, TN 37110</td>
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<tr>
<td>District 31 (Cookeville)</td>
<td>442 Neal Street, Cookeville, TN 38501</td>
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<tr>
<td>District 31 (Crossville)</td>
<td>29 Daniel Drive, Suite 103, Crossville, TN 38555</td>
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## TDOC Prisons East TN

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<tr>
<th>Site</th>
<th>City</th>
<th>Region</th>
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</thead>
<tbody>
<tr>
<td>Bledsoe County Correctional Complex Site 1, &amp; Site 2 (BCCX) I 045 Horsehead Road Pikeville, TN 37367</td>
<td>Pikeville</td>
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<tr>
<td>Morgan County Correctional Complex (MCCX) 541 Wayne Cotton Morgan Drive Wartburg, TN 37887</td>
<td>Wartburg</td>
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<tr>
<td>Northeast Correctional Complex Site 1 &amp; Site 2 (NECX) 5249 Highway 67 West, Mountain City, TN 37683</td>
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## TDOC Community Supervision Offices Middle TN

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<thead>
<tr>
<th>Site</th>
<th>Address</th>
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<tbody>
<tr>
<td>District 40 (Nashville)</td>
<td>220 Blanton Avenue, Nashville, TN 37210</td>
<td>Middle</td>
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<tr>
<td>District 41 (Nashville)</td>
<td>212 Pavilion Boulevard, Nashville, TN 37217</td>
<td>Middle</td>
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<tr>
<td>District 50 (Murfreesboro)</td>
<td>1711 Old Fort Parkway, Murfreesboro, TN 37129</td>
<td>Middle</td>
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<tr>
<td>District 50 (Tullahoma)</td>
<td>630 Wilson Avenue, Tullahoma, TN 37388</td>
<td>Middle</td>
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<tr>
<td>District 51 (Franklin)</td>
<td>426 Century Court, Suite 200, Franklin, TN 37064</td>
<td>Middle</td>
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<tr>
<td>District 80 (Clarksville)</td>
<td>100 Providence Blvd., Suite A, Clarksville, TN 37042</td>
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<tr>
<td>District 80 (Dickson)</td>
<td>107 Sycamore Street, Dickson, TN 37015</td>
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<tr>
<td>District 80 (Ashland City)</td>
<td>107 Sycamore Street, Ashland City, TN</td>
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<tr>
<td>District 81 (Gallatin)</td>
<td>1441 Tulip Poplar Drive, Gallatin, TN 37066</td>
<td>Middle</td>
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<td>District 81 (Lebanon)</td>
<td>1432 West Main Street, Suite 500, Lebanon, TN 37087</td>
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<td>District 81 (Springfield)</td>
<td>1310 Memorial Boulevard, Springfield, TN 37172</td>
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## TDOC Prisons Middle TN

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<tbody>
<tr>
<td>Lois M. DeBerry Special Needs Facility (DSNF) 7575 Cockrill Bend Blvd. Nashville, TN 37243-0469</td>
<td>Nashville</td>
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<tr>
<td>Riverbend Maximum Security Institution (RMSI), 7475 Cockrill Bend Blvd. Nashville, TN 37243-0471</td>
<td>Nashville</td>
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<tr>
<td>Tennessee Prison for Women (TPFW) 3881 Stewarts Lane, Nashville, TN 37243</td>
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<tr>
<td>Turney Center Industrial Complex (TCIX) 1499 R. W. Moore Memorial Hwy. Only, TN 37140</td>
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<tr>
<td>Turney Center Industrial Complex-Annex (TCIX) 245 Carroll Road, Clifton, TN 38425</td>
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## TDOC Community Supervision Offices West TN

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<td>West</td>
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<tr>
<td>District 60 (Somerville)</td>
<td>12515 Highway 64, Somerville, TN 38068</td>
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<tr>
<td>District 61 (Dresden)</td>
<td>8593 Highway 22, Dresden, TN 38225</td>
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<tr>
<td>District 61 (Dyersburg)</td>
<td>1979 St. John Avenue Dyersburg, TN 38024</td>
<td>West</td>
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<tr>
<td>District 61 (Huntingdon)</td>
<td>99 Court Square, Suite B 02, Huntingdon, TN 38344</td>
<td>West</td>
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<tr>
<td>District 61 (Lexington)</td>
<td>16245 Highway 22 N, Wildersville, TN 38388</td>
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<tr>
<td>District 61 (Paris)</td>
<td>1188 N. Market Street Paris, TN 38242</td>
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<tr>
<td>District 61 (Union City)</td>
<td>830 Sherwood Drive Union City, TN 38261</td>
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<td>District 70 (Memphis)</td>
<td>32 West E.H. Crump Blvd Memphis, TN 38106</td>
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<tr>
<td>District 71 (Memphis)</td>
<td>2584 Overton Crossing, Memphis, TN 38127</td>
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<tr>
<td>District 71 (Memphis)</td>
<td>One Commerce Square 40 South Main Street 2nd Floor, Suite 211, Memphis, TN 38103</td>
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## TDOC Prisons West TN

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<tr>
<td>West Tennessee State Penitentiary Site 2 (WTSP) 480 Green Chapel Road, Henning, TN 38041-1150</td>
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<tr>
<td>Women’s Therapeutic Residential Center (WTRC) 480 Green Chapel Road, Henning, TN 38041-1150</td>
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<tr>
<td>Mark H. Luttrell Transitional Center (ML TC) 6000 State Road, Memphis, TN 38134-7697</td>
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<tr>
<td>Northwest Correctional Complex Site I &amp; Annex (NWCX) 960 State Route 212, Tiptonville, TN 38079</td>
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