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**INTRODUCTION**

***Intent***

It is the intent of the Tennessee Department of Correction (TDOC) to monitor the Contractor’s performance in a continuous and ongoing effort to ensure that all contractual requirements are being fully met in accordance with policy and standards, as may be amended. These expectations are based on the specific terms of the Tennessee Code Annotated, the current standards of the American Correctional Association (ACA), the RFP specifications, and current TDOC Policies and Procedures. Primary responsibility for this monitoring effort will reside with the Clinical Services Division of the TDOC. Contract monitors will conduct audits at each facility to assess the adequacy and timeliness of healthcare services. Contract monitors will be trained in conducting the audit. Audits will systematically assess the Contractor’s performance by means of medical record reviews and direct observations of medical records, logs, manuals, critical incident reports, and other appropriate sources. Observed performance will be compared with pre-established performance criteria. These criteria and the parameters for measuring the Contractor’s degree of success in achieving them, are the subject of the attached documents.

***Audit Process***

Each audit may be performed as often as necessary at each facility, shall be scheduled in advance, and may last for several days. The performance level of the facility may affect the frequency of the audits. The Contractor shall provide access to the health services department(s) and staff within each facility to the contract monitors. All health records, logbooks, staffing charts, time reports, inmate grievances,and other requested documents required to assess Contractor performance shall be made available. Such activities may be conducted in the facility’s clinic but will be conducted in a manner to minimize the disruption of the routine provision of inmate healthcare. When necessary, TDOC custody and/or administrative records will be utilized to establish facts or corroborate other information.

All audits are designed and performed in accordance with the following standards:

* Tennessee Statutes
* Tennessee Code Annotated (TCA)
* Tennessee Department of Correction’s Policies and Procedures, as may be amended
* The RFP and current Health Services Contract
* American Correctional Association Standards (ACA)

General requirements applicable to all inmates will be assessed via a data review of a 5%-20% sample of the inmate’s health records at a facility, selected randomly. Other requirements relevant to a segment of the inmate population, may be monitored by a higher percentage (up to 100%) of the records of a sub-population (i.e., Special Needs or Chronic Care roster, pregnant inmates, etc.). Areas in which performance deficiencies have been found may be re-examined in the subsequent quarter or follow up period as designated by the TDOC in order to gauge progress towards satisfactory performance.

At the conclusion of an audit, the contract monitors will share the preliminary results with the facility’s health services administrator. Prior to the contract monitor leaving the facility, an exit interview shall be held with the health services administrator and the warden/designee regarding the audit results. The Contractor shall provide all documents necessary to dispute audit results at the exit interview.

Copies of completed audits may be forwarded to the Contractor’s corporate office and the TDOC’s administration. The Contractor may dispute the findings via appeal to the Office of Inspector General and Director of Clinical Services. The Contractor must specifically address each disputed finding and justification. The TDOC will render a final decision on the appeal to the Contractor within ten (10) working days of receipt.

For each element reviewed, an adjustment to compensation has been specified as liquidated damages for each noncompliant occurrence. The State shall withhold the monetary amount from the Contractor’s compensation for substandard performance in the designated audit areas. The Contractor will be notified in writing and the appropriate deduction will be made in the next monthly payment following the expiration of the appeal deadline. The State may, in its sole discretion, waive an assessment of liquidated damages for a given occurrence of noncompliance, subject to Section E.18., of the Contract between the State and the Contractor.

This manual outlines the areas that are subject to liquidated damages. These criteria are subject to change at the discretion of the State and shall be documented through an amendment to the Contract. The Contractor shall be given a 90-day notice to prepare for any new or changed criteria. The results of the first audit conducted under this Contract will be informational only and will not result in liquidated damages. All subsequent audit results are subject to liquidated damages.

**Summary of HEALTH SERVICES Liquidated Damages**

The following is a summary of the indicators and liquidated damages amounts for each Key Performance Indicator. This listing does not represent the complete description or Contractor responsibility for the stated criteria; details are provided in the following pages of this Manual. The amounts indicated are the adjustment (deduction) to compensation amounts assessed to the Contractor as liquidated damages for substandard performance per occurrence in the audit areas.

|  |  |  |
| --- | --- | --- |
| **Criteria** | **Indicators – Health Services** | **Amount** |
| **Initial Health Assessment** | Contractor failure to perform an initial health assessment within seven (7) days of admission and a physical examination within ten (10) days of admission. | $200.00 for each health assessment/ physical exam not completed |
| **Specialty Care/ Consultations** | Contractor failure to approve or deny specialty care consults within seven (7) working days upon the receipt of a request and/or,  Contractor failure to ensure approved nonurgent consults shall occur within sixty (60) days from the request and approved urgent consults shall occur within fourteen (14) days of the request, and/or,  Contractor failure to ensure providers review the results of the consultation within three (3) working days of receipt. | $200.00 per noncompliant records or referral(s) |
| **Chronic Care** | Contractor failure to ensure inmates with stable conditions are seen no less than every six (6) months by a mid-level provider and annually by a physician.  Contractor failure to ensure inmates with unstable conditions or stable conditions that become unstable are seen no less than every three (3) months by a mid-level provider and by a physician at least every six (6) months.  Contractor failure to ensure terminally ill inmates are seen at least every three (3) months by a mid-level provider or more frequently per a provider’s discretion. | $200.00 per patient visit not completed |
| **Special and Restrictive Housing Unit Sick Call** | Contractor failed to conduct sick call rounds in special and restrictive housing units daily, including weekends and holidays. | $250.00 for first notification of noncompliance  $500.00 for each repeat noncompliance |
| **Emergency On-Call** | Contractor failure to ensure physicians on-call respond to emergency calls within thirty (30) minutes of the initial call.  Contractor failure to ensure clinical staff document date and time of the emergency call and the date and time of the response by the physician. | $100.00 per fifteen (15) minute increments passed the initial thirty (30) minute allowance |
| **Utilization Management** | Contractor failure notify TDOC of emergency room transfers and admissions or hospital admissions. | $1,500.00 per failure to notify the TDOC |
| **Transport of a Death Row Inmate** | Contractor failure to notify the TDOC Chief Medical Officer of the transport of a death row inmate to an emergency room and/or hospital. | $2,000.00 per failure to notify the TDOC Chief Medical Officer |
| **Physician’s Orders** | Contractor failure to ensure physicians and mid-level providers properly document the administration and distribution of prescribed medications, to include:  Date and time order was written, start and stop date, drug name, dosage, route of administration, and interval of frequency, hour of administration, clinical indication(s), quantity limits, as applicable, and legible signature. | $500.00 per noncompliant order |
| **Medication Administration Record (MAR)** | Contractor failure to include inmate identification information, allergy information, medication, dosage, and administration information, correct use of codes/notes, and staff administering medications sign and initial the appropriate places. | $500.00 for each noncompliant record |
| **Controlled Substance Reconciliation** | Contractor failure to reconcile controlled substances at  shift changes for nursing. | $500.00 for each shift where controlled substances are not reconciled |
| **Annual TB Screenings** | Contractor failure to conduct annual TB screenings for all inmates and designated employees as determined by TDOC Policies. | $200.00 per test not performed |
| **Staffing** | Contractor failure to fill vacant clinical and non-clinical positions within thirty (30) days or receive TDOC approval of key management staff. | Amounts for vacancies not filled within thirty (30) days will be based on salaries, plus benefits for each vacant position.  $500.00 per appointed key management staff without written approval. |
| **Credentialing** | Contractor failure to ensure all personnel have current licensure, certifications, and/or registrations as required by the State of Tennessee licensing and health boards. | $500.00 per noncompliant license, certificate, or registration |
| **Provider Peer Reviews** | Contractor failure to ensure provider peer reviews are completed every two (2) years. | $300.00 per review not completed |
| **Annual Inspections** | Contractor failure to maintain a score of at least 95% on annual inspections conducted. | $1,000.00 per finding that results in a score lower than 95% |
| **American Correctional Association (ACA) Audits** | Contractor failure to maintain standards and loss of accreditation through ACA. | $25,000.00 per facility that causes loss of accreditation |

**INITIAL HEALTH ASSESSMENTS**

**Definition and Purpose of Auditing:**

A new intake health screening and examination by the provider is required upon the initial admission of all inmates. The initial health assessment shall include history and physical examination (including breast, rectal, and testicular exams as indicated by the patient’s gender, age, and risk factors), review of all receiving screening documentation and lab results, and initiation of therapy and immunizations, when appropriate.

**Contract/Policy/Standard Requirement:**

All new admissions at any facility will undergo an initial health assessment to include a history and physical examination as well as appropriate admission testing as designated by TDOC policy as may be amended.

**Indicators/Methodology/Threshold:**

**Indicator**: Initial health assessment is completed by provider within seven (7) days of admission and the physical examination shall be completed within ten (10) days of admission, in accordance with ACA Standards and TDOC policy and procedures as may be amended.

**Methodology**: Review of the medical record for completion of appropriate forms.

**Threshold:** 95%

**Amount per each initial health assessment or physical exam not completed:** $200.00

**SPECIALTY CARE / CONSULTATIONS**

**Definition and Purpose of Auditing:**

Per ACA Standards and current TDOC Policy, as may be amended, the Contractor shall make referral arrangements with Tennessee licensed and Board Certified specialty physicians for the treatment of those inmates with health care problems that extend beyond the primary care specialty clinics provided on-site.

**Contract/Policy/Standard Requirement:**

The Contractor will arrange for specialty care as medically needed. The consultation request shall be a part of the inmate’s medical record. Documentation of all requests shall be noted on the appropriate forms. Requests for specialty care shall be maintained and tracked in a logbook at each facility, as well as in the inmate’s medical record. All specialty consults shall be approved or denied by the contractor within seven (7) working days upon receiving a request for consultation. When possible, specialty care will be delivered at the inmate’s parent facility or regional sub-acute facility. Generally, all initial visits to a specialist shall occur within sixty (60) days from the date of the provider’s request. Urgent specialty referrals will be completed within fourteen (14) working days. At the discretion of the State, the Contractor may request and receive written approval from the State for exceptions to these timeframes.

The primary care physician shall review the consultation report and document his/her response to the consultant’s findings in the inmate’s medical record within three (3) working days of receipt.

**Indicators/Methodology/Threshold:**

**Indicator 1**: All initial visits to a specialist shall occur within the timeframe set forth above.

**Methodology:**

1. Review the inmate’s medical record and the consult log to determine the date on which a specialty consult was completed.
2. Documentation of all requests shall be noted on the appropriate medical record encounter form.

**Threshold:** 95%

**Indicator 2**: Specialty Care/Consultation findings/recommendations, the provider shall review the consultant recommendations and document those findings in the medical record of the respective inmate.

**Methodology:**

1. Review the inmate’s medical record for documentation of consultant’s findings/recommendations.
2. Review medical record for documentation by provider within three (3) working days of receipt of consultation results.

**Threshold:** 95%

**Amount per noncompliant referral and/or record(s):** $200.00

**CHRONIC CARE**

**Definition and Purpose of Auditing:**

Per TDOC Policy and Procedures and ACA standards, as may be amended, the Contractor shall provide adequate Chronic Care Clinics.

**Contract/Policy/Standard Requirement:**

The Contractor shall utilize the State’s approved Chronic Care Clinic plan for each facility and ensure visits are completed in accordance with the inmate’s chronic care healthcare needs.

**Indicators/Methodology/Threshold:**

**Indicators:** The Contractor shall ensure each chronic care patients are seen as follows:

1. Inmates with stable conditions are seen no less than every six (6) months by a mid-level provider and annually by a physician.
2. Inmates with unstable conditions or stable conditions that become unstable are seen no less than every three (3) months by a mid-level providerand by a physician at least every six (6) months.
3. Terminally ill inmates are seen at least every three (3) months by a mid-level provider or more frequently per a Physicians discretion.

**Methodology**: Review of the medical record for completion of appropriate forms documenting chronic care visits are taking place in the timeframes designated above.

**Threshold:** 95%

**Amount per patient visit not completed:** $200.00

**SPECIAL AND RESTRICTIVE HOUSING UNIT SICK CALL**

**Definition and Purpose of Auditing:**

Per TDOC Policies and Procedures and ACA standards, as may be amended, the Contractor shall provide adequate access to care for those inmates who are in special or restrictive housing.

**Contract/Policy/Standard Requirement:**

The Contractor shall develop and implement a plan and conduct daily nursing sick call for special and restrictive housing units.

**Indicators/Methodology/Threshold:**

**Indicators:** The Contractor shall conduct daily nursing sick call for special and restrictive housing units.

**Methodology**: Review of monthly records indicating whether a sick call was conducted on each special and restrictive housing unit, each day.

**Threshold:** 95%

**Amount per day where rounds were not conducted:** $250.00

**Amount per repeat finding of noncompliance during audits:** $500.00

Emergency on-call

**Definition and Purpose of Auditing:**

The Contractor is responsible for ensuring that emergency phone calls are returned 24 hours, 7 days a week within 30 minutes of a notification call from each facility. An emergency phone call shall be defined as a call referring to an [acute](https://en.wikipedia.org/wiki/Acute_(medicine)) [injury](https://en.wikipedia.org/wiki/Injury) or [illness](https://en.wikipedia.org/wiki/Illness) that poses an immediate risk to a person's life or long term health. This shall include reporting any critical laboratory data and imaging results.

**Contract/Policy/Standard Requirement:**

The Contractor shall provide on-call answering services and log indicating date and time of notification. On-site nurses shall document on progress notes the date and time of emergency call response.

**Indicator/ Methodology/Threshold:**

**Indicators**

1. Progress notes shall reflect the date and time of the emergency call.
2. The Physician must respond to emergency calls within 30 minutes.
3. Progress notes shall reflect date and time of response

**Methodology:** Review of progress notes and answering service call log.

**Threshold:** 95%

**Amount per fifteen (15) minute increments past the initial thirty (30) minute allowance:** $100.00

Utilization Management

**Definition and Purpose of Auditing:**

Notification to the TDOC Chief Medical Officer or designee of transfers to the emergency room and/or hospital is required to facilitate utilization management.

**Contract/Policy/Standard Requirement:**

When a referral to emergency room or need for a hospital admission is identified the attending physician must notify the TDOC Chief Medical Officer or designee

**Indicators/Methodology/Threshold:**

**Indicator:** The Contractor shallnotify the TDOC Chief Medical Officer or designee any referrals or transports to the emergency room and prior to any hospital admissions, including weekends and holidays.

**Methodology:** Review of Contractor’s daily report of emergency room/inpatient utilization management report.

**Threshold:** 95%

**Amount per failure to send notifications:** $1,500.00

**Transport of a death row inmate**

**Definition and Purpose of Auditing:**

Notification to the TDOC Chief Medical Officer or designee of any proposed clinically necessary transfer of a death row inmate to the emergency room and/or hospital is required to ensure effective utilization management and public safety.

**Contract/Policy/Standard Requirement:**

When a referral is made to an off-site emergency room and/or hospital for a high security risk inmates an additional level of utilization management, as well as the opportunity to arrange additional security measures is required. The Contractor must notify the TDOC Chief Medical Officer or designee directly by phone and provide written notification using secured direct messaging.

**Indicators/Methodology/Threshold:**

**Indicator:** The Contractor must notify the TDOC Chief Medical Officer or designee of any referrals of transports to the emergency room and prior to any hospital admissions, including weekends and holidays, for any death row inmate.

**Methodology:** Review of Contractor’s daily report of emergency room/inpatient utilization management report.

**Threshold:** 95%

**Amount per failure to send notifications:** $2,000.00

**PHYSICIAN’S ORDERS**

**Definition and Purpose of Auditing:**

Per TDOC Policies and Procedures, as may be amended, the Contractor is responsible for ensuring that a physician’s or mid-level provider’s medication orders are documented properly.

**Contract/Policy/Standard Requirement:**

The physician’s or mid-level provider’s orders shall contain documentation for the administration and distribution of prescribed medications.

**Indicators/Methodology/Threshold:**

**Indicators:** The physician or mid-level provider shall complete documentation on Physician’s Orders, CR-1892. The form shall include:

1. Date and Time order was written.
2. Start Date: The date the prescription was written.
3. Stop Date: The date the duration of therapy will end.
4. Drug name, Drug dosage, Route of Administration, and Interval of frequency.
5. Hour of Administration
6. Clinical indication
7. Quantity limits as applicable
8. Legible ordering provider signature

**Methodology**: Review of Physician’s Orders, CR-1892, to ensure all information is documented appropriately.

**Threshold:** 95%

**Amount per noncompliant order:** $500.00

**MEDICATION ADMINISTRATION RECORD (MAR)**

**Definition and Purpose of Auditing:**

The Contractor is responsible for ensuring that proper pharmaceutical services are provided. At allfacilities, this shall include the maintenance of records as necessary to ensure adequate control of and accountability for all medications.

**Contract/Policy/Standard Requirement:**

An inmate specific Medication Administration Record (MAR) shall contain documentation of the administration and distribution of prescribed medications. Licensed health services staff shall note and initial the medications that were administered on the MAR. The completed MAR is a permanent part of the inmate’s health record and shall be filed in that inmate’s health record within thirty (30) days of the end of the previous month.

Health services staff shall complete the required demographic information each time a MAR is initiated. This includes the inmate’s name, TDOC ID number, allergies to medication(s) (using “NKA” when an inmate states having No Known Allergy), applicable month and year, and the TDOC facility name. Medication orders shall be transcribed by licensed health services staff on the MAR. A MAR will be generated each month if a medication order is still valid.

The following information from the Physician’s order form shall be documented for each medication listed on the MAR:

1. Start Date: The date the prescription was written.
2. Stop Date: The date the duration of therapy will end.
3. Initials of staff member transcribing order onto the MAR.
4. Drug name, Drug dosage, Route of Administration, and Interval of frequency.
5. Hour of Administration, as ordered
6. Clinical indication

Licensed health services staff designated to administer medication shall date and sign their names, date and initial in appropriate areas of the MAR. Licensed health services staff administering medications shall document in the appropriate date and time blocks all medications administered, using the appropriate codes listed on the back of the MAR. The administering nurse will verify that the medication was administered to the inmate. The nurse must initial any code written on the MAR. All medications, including over-the-counter medications, shall be given to the inmate by licensed health services staff in accordance with the nursing protocols, and must be documented on the back of the MAR.

When providing Keep-On-Person (KOP) medications, the nurse shall note such on the MAR and shall have the inmate sign for receipt of the medication(s) and their understanding of usage. The nurse shall sign and date the front of the MAR. The back of the MAR will be used to make appropriate treatment notes regarding medication side effects or testing (i.e., blood pressure, etc.).

**Indicators/Methodology/Threshold:**

**Indicators**:

1. The MAR shall include the inmate’s name, TDOC ID number, and any known allergies.
2. The MAR shall include start and stop dates, drug name, dosage, route of administration, interval of frequency, hour of administration and clinical indication.

**MEDICATION ADMINISTRATION RECORD (MAR) (Continued)**

1. The following codes shall be used to document medication administration. All codes are to be initialed by the nurse who administers the medication. A corresponding progress note shall accompany any codes for “refusal” and “other” on the appropriate section of the MAR. All Keep-On-Person (KOP) medications on the MAR shall be signed by both the administering nurse and the inmate. Designated medication codes are as follows:

* Nurse’s initials: Medication administered to inmate
* Nurse’s initialsand inmate signature: Keep on Person Medication(s)
* D/C: Discontinued order
* R: Inmate refused medication
* S: Self-administered dose given to inmate
* A: Absent (No Show)
* C: Court
* O: Other
* Allergies

1. The nurse administering medication shall document in the appropriate space for all medications administered. There shall be no blank spaces except in the case of as needed (PRN) medications.

**Methodology:** Review the MAR to ensure all information is appropriately documented, no blanks exist except for PRN medications, and all signatures and/or initials required are on the MAR.

**Threshold:** 95%

**Amount per noncompliant MAR:** $500.00

Controlled Substance Reconciliation

**Definition and Purpose of Auditing:**

Reconciliation of controlled substances shall be conducted for the purpose of accountability.

**Contract/Policy/Standard Requirement:**

Contractor shall comply with TDOC Policies and Procedures and ACA Standards, as may be amended, which requires accountability of controlled substances consisting of medication reconciliation at the change of each shift with signatures of outgoing and incoming clinical staff.

**Indicators/Methodology/Threshold:**

**Indicators:** Reconciliation of controlled substances shall take place upon shift change between the

outgoing nurse and the incoming nurse.

**Methodology:** Review reconciliation records to ensure all signatures are documented and an inventory was taken during each shift change.

**Threshold:** 95%

**Amount per shift where controlled substances are not reconciled:** $500.00

**ANNUAL TB SCREENINGS**

**Definition and Purpose of Auditing:**

Per TDOC Policies and Procedures and ACA Standards, as may be amended, the Contractor is responsible for conducting annual TB screenings of inmates and designated employees.

**Contract/Policy/Standard Requirement:**

TB screenings shall be given annually to inmates. TB testing shall be performed when clinically indicated.Inmates with a documented past positive TB test shall be screened annually and must be informed about the symptoms of TB. They shall be evaluated annually for pulmonary symptoms suggestive of TB by a nurse/physician. The annual encounter must be documented on the appropriate medical record encounter form (flow sheet). A health services staff member shall counsel any inmate who refuses TB testing and document the refusal on the TB Screening Refusal form. This counseling shall be documented on the appropriate medical record encounter form. If he/she continues to refuse, the facility’s CQI/Infectious Disease Coordinator shall be notified. A health services staff member shall counsel the inmate again. Documentation of the refusal and the notification to the CQI/Infectious Disease Coordinator shall be made on the TB Screening Refusal form. If he/she continues to refuse, the inmate will be referred to the TDOC’s Chief Medical Officer for further action.

TB screenings shall be given annual to all designated employees. The screening shall be documented on the appropriate form. Any staff who refuse a TB screening shall be immediately referred to the Warden for further action.

**Indicators/Methodology/Threshold:**

**Indicators**:

1. Annual tuberculin screening and testing of inmates
2. Annual tuberculin screening and testing of designated employees

**Methodology**: Review the inmate’s medical record for documentation on the immunization record.

Review employee personnel record for proper documentation on immunization form.

**Threshold:** 95%

**Amount per test not performed:** $200.00

**STAFFING**

**Definition and Purpose of Auditing:**

According to TDOC Policies and Procedures and ACA standards, as may be amended, the Contractor shall provide adequate staffing for each facility according to the approved staffing plan.

**Contract/Policy/Standard Requirement:**

The Contractor shall utilize the State’s approved minimum staffing plan for each facility. In the event of vacant positions, the Contractor is required to provide adequate coverage to meet all required services. Vacancies shall be filled within thirty (30) days of the date the position is vacated. All key management staff positions shall be approved in writing by TDOC prior to placement.

**Indicators/Methodology/Threshold:**

**Indicators:** The Contractor shall fill all vacancies in a timely manner and provide adequate coverage to meet all required services.

1. Clinical vacancies shall be filled within 30 days

2. Non-clinical positions shall be filled within 30 days

3. Contractor’s key management staff positions require prior approval of the TDOC

**Methodology**: Review vacancy and overtime reports to ensure proper coverage and timely filling of positions occurs. Verification of written approval of key management staff.

**Threshold:** 95%

**Amount per clinical and nonclinical positions not filled within thirty (30) days:** Amounts will be based on the salary, plus benefits, of the vacant position.

**Amount per appointed key management staff without written approval by the TDOC:** $500.00

**CREDENTIALING**

**Definition and Purpose of Auditing:**

The Contractor shall have a written policy and procedure regarding the physician credentialing process approved in writing by the TDOC within thirty (30) days of the Effective Date. The TDOC shall have access to provide a copy of any such credentialing records to the TDOC Chief Medical Officer or designee.

All nursing personnel must have graduated from an accredited nursing program and hold applicable Tennessee licenses and advanced degrees. Nursing personnel shall not commence employment without evidence of a current Tennessee license to practice, evidence of a current DEA licensure, where applicable, practice agreements with a Tennessee licensed physician, Medicaid number and/or NPI number, evidence of malpractice insurance coverage and evidence of current TB testing.

The Contractor shall provide to TDOC documentation of malpractice insurance coverage and current TB testing to confirm all ancillary personnel, including but not limited to x-ray technicians, physical therapist, occupational therapist, optometrists, podiatrists, infectious disease expert, and/or nursing assistants meets applicable Tennessee regulatory requirement and community certification training standards.

**Contract/Policy/Standard Requirement:**

All providers, nurses, and ancillary staff shall have the required licensures, certifications, and registrations to conduct health services per Tennessee Statute, Tennessee Code Annotated, and the Tennessee licensing and health boards.

**Indicators/Methodology/Threshold:**

**Indicator:** The Contractor shall notify the TDOC Chief Medical Officer or designee of any staff possessing expired credentials.

**Methodology:** Review and verify all personnel providing health services in the facilities to the inmates have active licenses, registrations, and certifications to perform their duties as health care professionals.

**Threshold:** 95%

**Amount per noncompliant licenses, certificate, or registration**: $500.00

**PROVIDER PEER REVIEWS**

**Definition and Purpose of Auditing:**

The work of all physicians and dentists shall be reviewed jointly by the Contractor and TDOC Chief Medical Officer at least every two (2) years. To assure clinical performance enhancement, the Contractor shall have a peer review program that is approved in writing by the TDOC Chief Medical Officer within sixty (60) days of the Effective Date. The program must either meet or exceed the TDOC’s policies and procedures and ACA standards, as may be amended, and CQI Charter for peer review. The TDOC Chief Medical Officer shall be notified of all peer review actions and the results of the peer review process shall be shared with the Peer Review Committee Chairperson. The TDOC shall review the peer review reports and approve the Contactor’s plan of corrective action for peer review deficiencies.

**Contract/Policy/Standard Requirement:**

All providers shall have a peer review conducted every two (2) years.

**Indicators/Methodology/Threshold:**

**Indicator:** The Contractor shall be responsible for conducting the provider peer reviews every two (2) years.

**Methodology:** Verify peer reviews are completed for all providers assigned to the facility.

**Threshold:** 95%

**Amount per provider peer review not completed annually:** $300.00

**Annual InspectionS**

**Definition and Purpose of Auditing:**

Additional inspections shall be conducted at least annually to ensure all federal, state, and accrediting standards are met and that the Contractor is in full compliance with this contractual agreement and all performance measures met.

**Contract/Policy/Standard Requirement:**

Identified measurable standards are reviewed using the health services inspection instrument that covers the performance measures of state and accrediting standards.

**Indicators/Methodology/Threshold:**

**Indicator:** An annual inspection of performance measures that have failed the test of the threshold, as it relates to the annual inspection instrument.

**Methodology:** Review of the annual inspection report for items of noncompliance.

**Threshold:** 95%

**Amount per finding that results in a score lower than 95%:** $1,000.00

**AMERICAN CORRECTIONAL ASSOCIATION (ACA) ACCREDITATION AUDITS**

**Definition and Purpose of Auditing:**

To ensure the State continues to maintain accreditation and a level of excellence established by meeting all standards of the accrediting body, the American Correctional Association (ACA).

**Contract/Policy/Standard Requirement:**

Each individual facility is audited periodically by the American Correctional Association measuring certain criteria relative to specific standards in all areas of the operation of a facility. This audit results in accreditation, re-accreditation or loss of accreditation. The Contractor shall be responsible for the final accreditation of the health services portion of this audit and any standards found noncompliant by the ACA.

**Indicators/Methodology/Threshold:**

**Indicators:** The Contractor shall maintain ACA Accreditation.

**Methodology**: Verification of compliance with the ACA Accreditation audit results.

**Threshold:** 95%

**Amount per facility that causes loss of accreditation:** $25,000.00

**Summary of BEHAVIORAL HEALTH SERVICES Liquidated Damages**

The following is a summary of the indicators and liquidated damages amounts for each Key Performance Indicator. This listing does not represent the complete description or Contractor responsibility for the stated criteria; details are provided in the following pages of this Manual. The amounts indicated are the adjustment (deduction) to compensation amounts assessed to the Contractor as liquidated damages for substandard performance per occurrence in the audit areas.

|  |  |  |
| --- | --- | --- |
| **Criteria** | **Indicators – Behavioral Health Services** | **Amount** |
| **Telepsychiatry** | Contractor failure to ensure telepsychiatry is available for delivery of psychiatric services when on-site services are not available and maintain documentation related to telepsychiatry appointments.  Contractor failure to ensure telepsychiatry providers provide all required information detailed, which shall include but not be limited to, the most current mental health diagnosis for the patient and required information on Major Medical Conditions Problem List, CR-1984. | $200.00 per occurrence. |
| **Seclusion/ Suicide/ Restraint Authorizations** | Contractor failure to ensure Seclusion/Suicide/Restraint Authorization CR-3082 Forms are completed legible, submitted to the appropriate parties, entered into the OMS, and maintained on file for inspection. | $100.00 per occurrence. |
| **Emergency**  **On-Call** | Contractor failure to ensure physicians on-call respond to emergency calls within thirty (30) minutes of the initial call and staff document date and time of the emergency call and the date and time of the response by the physician. | $100.00 per fifteen (15) minute increments passed the initial thirty (30) minute allowance |
| **Answering**  **Service** | Contractor failure to ensure services are provided for psychiatric services are available twenty-four (24) hours a day, seven (7) days a week and maintain documentation of date and time of emergency calls. | $200.00 per occurrence. |
| **Assessments –**  **Suicide**  **Precaution/**  **Mental Health**  **Seclusion** | Contractor failure to ensure a Psychiatrist/APN provide a direct assessment within seventy-two (72) hours following a phone order for suicide precaution/mental health seclusion.  Contractor failure to ensure a Psychiatrist, APN, or Psychologist participates in treatment team meetings.  Contractor failure to document and maintain documentation of pre and post assessments completed. | $200.00 per occurrence. |
| **Assessments –**  **Segregation/**  **Restrictive**  **Housing** | Contractor failure to ensure a Licensed Independent Mental Health Practitioner (LIMHP) clinically assesses inmates within seventy-two hours of initial placement in restrictive housing.  Contractor failure to ensure a LIMHP assesses inmates in restrictive housing every thirty (30) days following of an initial assessment.  Contractor failure to ensure a LIMHP, or QMHP under the supervision of a LIMHP, documents the screening on CR-2629, Mental Health Screening Report.  Contractor failure to ensure inmates placed in disciplinary segregation or administrative segregation, protective custody, pending investigation, or safekeeping status received a clinical assessment within seven (7) working days of placement. | $200.00 per occurrence. |
| **Assessments –**  **Psychotropic**  **Medication** | Contractor failure to ensure direct assessments are completed and documentation maintained for patients receiving psychotropic medications on or before the ninety (90) day requirement.  Contractor failure to obtain, complete, and maintain Informed Consent Forms, CR-3766, for prior to an inmate receiving psychotropic medications. | $200.00 per occurrence. |
| **Assessments –**  **OMS Entries** | Contractor failure to ensure specific behavioral health classification information, diagnostic codes, level of service, service delivery information, and other information requested by the TDOC Behavioral Health Services Director requests into the Offender Management System (OMS). | $200.00 per occurrence. |
| **Quality**  **Improvement**  **Reviews** | Contractor failure to ensure a Psychologist, APN, and/or Psychiatrist participate in the Quality Improvement Review (QIR) process following a completed suicide or clinically justified suicidal gesture/attempt.  Contractor failure to ensure all QIRs take place within fourteen (14) days following a completed suicide or clinically justified suicidal gesture/ attempt, with a copy forwarded to the TDOC Director of Behavioral Health Services.  Contractor failure to maintain documentation of all QIRs completed for the audit period. | $500.00 per occurrence. |
| **Provider Peer**  **Reviews** | Contractor failure to ensure provider peer reviews are completed every two (2) years. | $300.00 per review not completed |
| **Reentry Plans/**  **Discharge**  **Summaries** | Contractor failure to document and provide reentry plan/discharge summaries prior to release of an inmate participating in behavioral health programming, to include but not limited to medication orders for the first thirty (30) days of release and referrals for community-based services. | $100.00 per occurrence. |
| **Staffing** | Contractor failure to fill vacant clinical and non-clinical positions within thirty (30) days or receive TDOC approval of key management staff. | Amounts for vacancies not filled within thirty (30) days will be based on salaries, plus benefits for each vacant position.  $500.00 per appointed key management staff without written approval. |
| **Clinical Files** | Contractor failure to ensure all clinical information from clinical files are entered into the OMS system as required. Clinical information shall include, but not be limited to, mental health classification, diagnostic codes, level of service, and service delivery information.  Contractor failure to complete and maintain clinical files per TDOC Policy and per federal regulations 42.CFR.Part as found at the following website: [https://www.federalregister.gov/documents/2017/01/18/2017-](https://www.federalregister.gov/documents/2017/01/18/2017-00719/confidentiality-of-substance-use-disorder-patient-records) [00719/confidentiality-of-substance-use-disorder-patient-records](https://www.federalregister.gov/documents/2017/01/18/2017-00719/confidentiality-of-substance-use-disorder-patient-records) | $100.00 per occurrence. |
| **Substance Use Disorder Treatment** | Contractor failure to document, implement, and provide required treatment modalities for substance use disorder treatment patients.  Contractor failure to provide appropriate individual treatment team plans for each participant within thirty (30) days of admittance into programming.  Contractor failure to provide services at least five (5) days per week and programming as required by the Contract. | $500.00 per occurrence. |
| **Urinalysis Testing** | Contractor failure to document and provide urinalysis testing. | $50.00 per occurrence. |
| **Credentialing** | Contractor failure to ensure all personnel have current licensure (to include DEA Licenses for Psychiatrists), certifications, and/or registrations as required by the State of Tennessee licensing and health boards. | $500.00 per noncompliant license, certificate, or registration |
| **Annual Inspections** | Contractor failure to maintain a score of at least 95% on annual inspections conducted. | $1,000.00 per finding that results in a score lower than 95% |
| **American Correctional Association (ACA) Audits** | Contractor failure to maintain standards and loss of accreditation through ACA. | $25,000.00 per facility that causes loss of accreditation |

**TELEPSYCHIATRY**

**Definition and Purpose of Auditing:**

The Contractor is responsible for Telepsychiatry to efficiently manage costs and provide patient care when psychiatric services are not otherwise available.

**Contract/Policy/Standard Requirement:**

The Contractor is to use Telepsychiatry to reduce the need for off-site consultations where doing so does not impede patient care.

**Indicators/Methodology/Threshold:**

**Indicators:** The Contractor shall provide telepsychiatry for the delivery of psychiatric services:

* 1. Telepsychiatry shall be available at facilities when on-site psychiatric services are

unavailable.

* 1. Telepsychiatry equipment shall be fully operational.

**Methodology**: Verification of compliance through contract monitoring and proper notification to the TDOC for key management staff.

**Threshold:** 95%

**Amount per occurrence:** $200.00

**SECLUSION/SUICIDE/RESTRAINT AUTHORIZATIONS**

**Definition and Purpose of Auditing:**

The Contractor shall document orders to place an inmate on Mental Health Seclusion or Suicide Precaution using the CR-3082 form. This form is the official record for documenting the circumstances under which an inmate is placed in observation status and is included in the inmate’s medical chart.

**Contract/Policy/Standard Requirement:**

The Contractor must clearly document the decision to place on Inmate on Mental Health Seclusion or Suicide Precaution using the CR-3082 form. The CR-3082 form must also clearly document the decision to release the Inmate from this status.

**Indicators/Methodology/Threshold:**

**Indicators:** The Contractor completes a CR-3082 form for each Inmate placed in Mental Health Seclusion or Suicide Precaution:

1. The CR-3082 form shall be complete.
2. The CR-3082 form shall be legible.
3. The CR-3082 form shall be submitted to Central Office by the fifteenth (15th) day of the

month following an Inmate’s placement in observation status.

**Methodology**: Review forms are present in the medical file and complete and submitted to Central Office.

**Threshold:** 95%

**Amount per occurrence:** $100.00.

**EMERGENCY ON-CALL**

**Definition and Purpose of Auditing:**

The Contractor is responsible for ensuring that emergency phone calls are returned 24 hours, 7 days a week within 30 minutes of a notification call from each facility. An emergency phone call shall be defined as a call referring to an [acute](https://en.wikipedia.org/wiki/Acute_(medicine)) [injury](https://en.wikipedia.org/wiki/Injury) or [illness](https://en.wikipedia.org/wiki/Illness) that poses an immediate risk to a person's life or long term health.

**Contract/Policy/Standard Requirement:**

The Contractor shall provide on-call answering services and log indicating date and time of notification. On-site nurses shall document on progress notes the date and time of emergency call response.

**Indicator/ Methodology/Threshold:**

**Indicators**

1. Progress notes shall reflect the date and time of the emergency call.
2. The Physician must respond to emergency calls within 30 minutes.
3. Progress notes shall reflect date and time of response

**Methodology:** Review of progress notes and answering service call log.

**Threshold:** 95%

**Amount per fifteen (15) minute increments past the initial thirty (30) minute allowance:** $100.00

**ANSWERING SERVICE**

**Definition and Purpose of Auditing:**

The Contractor is responsible for ensuring that services are provided for psychiatric services and are available twenty-four (24) hours a day, seven (7) days a week.

**Contract/Policy/Standard Requirement:**

The Contractor shall provide on-call answering services and log indicating date and time of notification. On-site nurses shall document on progress notes the date and time of emergency calls.

**Indicator/ Methodology/Threshold:**

**Indicators:** Progress notes shall reflect the date and time of the emergency call.

**Methodology:** Review of progress notes and answering service call log.

**Threshold:** 95%

**Amount per occurrence:** $200.00

**ASSESSMENTS – SUICIDE PRECAUTION/MENTAL HEALTH SECLUSION**

**Definition and Purpose of Auditing:**

The Contractor is responsible for ensuring assessments are completed for inmates placed on suicide precaution/ mental health seclusion to ensure the proper treatment is provided.

**Contract/Policy/Standard Requirement:**

The Contractor is responsible for ensuring a Psychiatrist/APN provide a direct assessment within seventy-two (72) hours following a phone order for suicide precaution/mental health seclusion, a Psychiatrist, APN, or Psychologist participates in treatment team meetings, and document and maintain documentation of pre and post assessments completed.

**Indicator/ Methodology/Threshold:**

**Indicators:**

1. A Psychiatrist/APN conducted a direct assessment within seventy-two (72) hours following a phone order for suicide precaution/mental health seclusion.
2. A Psychiatrist/APN/Psychologist participated in treatment team meetings.
3. Pre and post assessments were completed.

**Methodology:** Review of assessments for inmates, treatment team meetings/attendance logs, and pre and

post assessments.

**Threshold:** 95%

**Amount per occurrence:** $200.00

**ASSESSMENTS – SEGREGATION/RESTRICTIVE HOUSING**

**Definition and Purpose of Auditing:**

The Contractor is responsible for ensuring assessments are completed for inmates placed in segregation/restrictive housing.

**Contract/Policy/Standard Requirement:**

The Contractor is responsible for ensuring a LIMHP clinically assesses and screens inmates receiving behavioral health services within seventy-two (72) hours of initial placement in segregation/restrictive housing. Any inmate, outside of those receiving behavioral health services, who has been placed in disciplinary segregation or administrative segregation, protective custody, pending investigation, or safekeeping status must receive a clinical assessment within seven (7) working days of placement. Additionally, inmates placed in segregation/restrictive housing should be assessed every (30) days after the initial assessment. The clinical /screening shall be conducted by a LIMHP, or a QMHP under the supervision of a LIMHP, and is documented on Mental Health Screening Report, CR-2629.

**Indicator/ Methodology/Threshold:**

**Indicators:**

1. A LIMHP conducted a clinical assessment of inmates receiving mental health services within seventy-two (72) hours of initial placement in segregation/restrictive housing.
2. Any inmate, outside of those receiving mental health services, who has been placed in disciplinary segregation or administrative segregation, protective custody, pending investigation, or safekeeping status must receive a clinical assessment within seven (7) working days of placement,
3. A follow-up assessment was completed every thirty (30) thereafter, for the duration of the inmate’s placement in segregation/restrictive housing.
4. Review segregation screens in OMS and verify in the inmate’s behavioral health record that screenings were completed within the timeframes.
5. Review the inmate’s behavioral health record for completed Mental Health Screening Reports, CR-2629.

**Methodology:** Review of assessments/screenings for inmates in the inmate’s health record and OMS screens.

**Threshold:** 95%

**Amount per occurrence:** $200.00

**ASSESSMENTS – PSYCHOTROPIC MEDICATION**

**Definition and Purpose of Auditing:**

The Contractor is responsible for ensuring assessments are completed for inmates receiving psychotropic medications and have obtained informed consent.

**Contract/Policy/Standard Requirement:**

The Contractor is responsible for ensuring direct assessments are completed and documentation is maintained for inmates receiving psychotropic medications on or before the ninety (90) day requirement. Informed Consent Forms, CR-3766, are to be obtained prior to an inmate receiving psychotropic medications and documentation is to be maintained in the inmate’s behavioral health record.

**Indicator/ Methodology/Threshold:**

**Indicators:**

1. Direct assessments are completed and documented.
2. Informed Consent Form, CR-3766, is completed and maintained in the inmate’s behavioral health record.

**Methodology:** Review of assessments and completed for in the inmate’s behavioral health record.

**Threshold:** 95%

**Amount per occurrence:** $200.00

**ASSESSMENTS – OMS ENTRIES**

**Definition and Purpose of Auditing:**

The Contractor is responsible for ensuring specific information is entered in the Offender Management System (OMS).

**Contract/Policy/Standard Requirement:**

The Contractor is responsible for ensuring specific behavioral health classification information, diagnostic codes, level of service, service delivery information, and other information requested by the TDOC Behavioral Health Services Director requests into the Offender Management System (OMS).

**Indicator/ Methodology/Threshold:**

**Indicators:**

1. Review OMS screens and behavioral health records to ensure all necessary information has been entered into OMS.

**Methodology:** Review of the inmate’s health record and OMS screens.

**Threshold:** 95%

**Amount per occurrence:** $200.00

**QUALITY IMPROVEMENT REVIEWS**

**Definition and Purpose of Auditing:**

The Contractor is responsible for ensuring Quality Improvement Reviews take place for completed suicides or clinically justified suicide gestures/attempts are reviewed properly and the necessary steps are taken to address issues found during review.

**Contract/Policy/Standard Requirement:**

The Contractor is responsible for ensuring a Psychologist, APN, and/or Psychiatrist participate in the Quality Improvement Review (QIR) process following a completed suicide or clinically justified suicidal gesture/attempt, all QIRs take place within fourteen (14) days following a completed suicide or clinically justified suicidal gesture/ attempt, with a copy forwarded to the TDOC Director of Behavioral Health Services, and to maintain documentation of all QIRs completed for the audit period.

**Indicator/ Methodology/Threshold:**

**Indicators:**

1. Review Quality Improvement Review documentation to verify it took place within the fourteen (14) days of an incident.
2. Verify through records that it was submitted to the TDOC Director of Behavioral Health Services.

**Methodology:** Review of the inmate’s health record and OMS screens.

**Threshold:** 95%

**Amount per occurrence:** $500.00

**PROVIDER PEER REVIEWS**

**Definition and Purpose of Auditing:**

The work of all licensed behavioral health providers shall be reviewed jointly by the Contractor and TDOC Director of Behavioral Health Services at least every two (2) years.

**Contract/Policy/Standard Requirement:**

To assure clinical performance enhancement, the Contractor shall have a peer review program that is approved in writing by the TDOC Director of Behavioral Health Services within sixty (60) days of the Effective Date. The program must either meet or exceed the TDOC’s policies and procedures and ACA standards. The TDOC Director of Behavioral Health Services shall be notified of all peer review actions and the results of the peer review process shall be shared with the Peer Review Committee Chairperson.

**Indicators/Methodology/Threshold:**

**Indicator:** The Contractor shall be responsible for conducting provider peer reviews every two (2) years.

**Methodology:** Verify peer reviews are completed for all licensed behavioral health providers assigned to the facility.

**Threshold:** 95%

**Amount per provider peer review not completed annually:** $300.00

**REENTRY PLANS/DISCHARGE SUMMARIES**

**Definition and Purpose of Auditing:**

The Contractor is responsible for providing reentry plans/discharge summaries prior to an inmate’s release to ensure continuity of behavioral healthcare.

**Contract/Policy/Standard Requirement:**

The Contractor is responsible for being a part of the inmate’s pre-release planning. Inmates shall be issued the balance of their medication(s) upon release, with the supply being, at a minimum, of sixty (60) days. A prescription shall be written for another thirty (30) day supply beyond the initial balance of medication.

**Indicators/Methodology/Threshold:**

**Indicator:**

1. Review program delivery documentation for release plans/discharge summaries being completed.
2. Verify through OMS entries of reentry plans/discharge summaries notations.

**Methodology:** Verify through program delivery documentation, inmate behavioral health records, and OMS entries.

**Threshold:** 95%

**Amount per provider peer review not completed annually:** $100.00

**STAFFING**

**Definition and Purpose of Auditing:**

According to TDOC Policies and Procedures and ACA standards, the Contractor shall provide adequate staffing for each facility according to the approved staffing plan.

**Contract/Policy/Standard Requirement:**

The Contractor shall utilize the State’s approved minimum staffing plan for each facility. In the event of vacant positions, the Contractor is required to provide adequate coverage to meet all required services. Vacancies shall be filled within thirty (30) days of the date the position is vacated. All key management staff positions shall be approved in writing by TDOC prior to placement.

**Indicators/Methodology/Threshold:**

**Indicators:** The Contractor shall fill all vacancies in a timely manner and provide adequate coverage to meet all required services.

1. Clinical vacancies shall be filled within 30 days

2. Non-clinical positions shall be filled within 30 days

3. Contractor’s key management staff positions require prior approval of the TDOC.

**Methodology**: Review vacancy and overtime reports to ensure proper coverage and timely filling of positions occurs. Verification of written approval of key management staff.

**Threshold:** 95%

**Amount per clinical and nonclinical positions not filled within thirty (30) days:** Amounts will be based on the salary, plus benefits, of the vacant position.

**Amount per appointed key management staff without written approval by the TDOC:** $500.00

**CLINICAL FILES**

**Definition and Purpose of Auditing:**

The Contractor is responsible for ensuring clinical files are maintained in accordance with TDOC Policy and federal regulations.

**Contract/Policy/Standard Requirement:**

The Contractor shall ensure all clinical information from clinical files are entered into the OMS system. Clinical information shall include, but not be limited to, mental health classification, diagnostic codes, level of service, and service delivery information. The Contractor shall complete and maintain clinical files per TDOC Policy and per federal regulations.

**Indicators/Methodology/Threshold:**

**Indicators:** All participants in a behavioral health program shall have a clinical file.

1. Clinical files are maintained for each participant.

2. Clinical files are maintained in accordance with TDOC Policy and federal regulations.

3. Clinical information is entered into the OMS.

4. Clinical files shall be stored in a locked cabinet and behind locked doors at all times when unattended.

**Methodology**: Review program delivery documentation, inmate behavioral health records, and OMS entries.

**Threshold:** 95%

**Amount per noncompliant file:** $100.00

**SUBSTANCE USE DISORDER TREATMENT**

**Definition and Purpose of Auditing:**

The Contractor is responsible for documenting, implementing, and providing required treatment modalities for substance use disorder treatment patients.

**Contract/Policy/Standard Requirement:**

The Contractor shall ensure treatment modalities for substance use disorder treatment patients are documented and provided. Treatment modalities shall be consistent with industry standards and with written approval of the TDOC Director of Behavioral Health Services. Individual treatment team plans for each participant shall be completed within thirty (30) days of admittance into programming. Services shall be available at least five (5) days per week and programming as required by the Contract.

**Indicators/Methodology/Threshold:**

**Indicators:** All participants in a Substance Use Disorder Treatment program shall have treatment modalities and individual treatment plans.

**Methodology**: Review program delivery documentation, inmate behavioral health records, and OMS entries.

**Threshold:** 95%

**Amount per noncompliant file:** $500.00

**URINALYSIS TESTING**

**Definition and Purpose of Auditing:**

The Contractor is responsible for documenting and provide urinalysis testing as part of the Substance Abuse Disorder Treatment program to ensure participants are compliant with the program and/or identify substance use.

**Contract/Policy/Standard Requirement:**

The Contractor shall ensure all Substance Abuse Disorder Treatment program participants are tested per TDOC Policies #506.21 and #513.07.

**Indicators/Methodology/Threshold:**

**Indicators:** Program delivery documentation show urinalysis testing is provided to all participants and at intervals required by TDOC Policy.

**Methodology**: Review program delivery documentation, inmate behavioral health records, and OMS entries.

**Threshold:** 95%

**Amount per noncompliant file:** $50.00

**CREDENTIALING**

**Definition and Purpose of Auditing:**

The Contractor shall have a written policy and procedure regarding the credentialing process approved in writing by the TDOC within thirty (30) days of the Effective Date. The TDOC shall have access to provide a copy of any such credentialing records to the TDOC Director of Behavioral Health Services or designee.

All Physician’s credential files shall contain, at a minimum, a copy of current Tennessee license, copy of application for initial or renewal registration, copy of DEA registration, evidence of malpractice insurance (with claims and/or pending lawsuits), copies of verified medication education, copy of current BCLS or CPR certification, employment history and evidence of reasonable inquiry of employment history, signed release of information form, and information regarding any criminal proceedings.

**Contract/Policy/Standard Requirement:**

All providers, nurses, and ancillary staff shall have the required licensures, certifications, and registrations to conduct behavioral healthcare services per Tennessee Statute, Tennessee Code Annotated, and the Tennessee licensing and health boards.

**Indicators/Methodology/Threshold:**

**Indicator:** The Contractor shall notify the TDOC Director of Behavioral Health Services or designee of any staff possessing expired credentials.

**Methodology:** Review and verify all personnel providing behavioral healthcare services in the facilities to the inmates have active licenses, registrations, and certifications to perform their duties as behavioral healthcare professionals.

**Threshold:** 95%

**Amount per noncompliant licenses, certificate, or registration**: $500.00

**Annual InspectionS**

**Definition and Purpose of Auditing:**

Additional inspections shall be conducted at least annually to ensure all federal, state, and accrediting standards are met and that the Contractor is in full compliance with this contractual agreement and all performance measures met.

**Contract/Policy/Standard Requirement:**

Identified measurable standards are reviewed using the behavioral healthcare services inspection instrument that covers the performance measures of state and accrediting standards.

**Indicators/Methodology/Threshold:**

**Indicator:** An annual inspection of performance measures that have failed the test of the threshold, as it relates to the annual inspection instrument.

**Methodology:** Review of the annual inspection report for items of noncompliance.

**Threshold:** 95%

**Amount per finding that results in a score lower than 95%:** $1,000.00

**AMERICAN CORRECTIONAL ASSOCIATION (ACA) ACCREDITATION AUDITS**

**Definition and Purpose of Auditing:**

To ensure the State continues to maintain accreditation and a level of excellence established by meeting all standards of the accrediting body, the American Correctional Association (ACA).

**Contract/Policy/Standard Requirement:**

Each individual facility is audited periodically by the American Correctional Association measuring certain criteria relative to specific standards in all areas of the operation of a facility. This audit results in accreditation, re-accreditation or loss of accreditation. The Contractor shall be responsible for the final accreditation of the behavioral healthcare services portion of this audit and any standards found noncompliant by the ACA.

**Indicators/Methodology/Threshold:**

**Indicators:** The Contractor shall maintain ACA Accreditation.

**Methodology**: Verification of compliance with the ACA Accreditation audit results.

**Threshold:** 95%

**Amount per facility that causes loss of accreditation:** $25,000.00