




CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 32901-31294	Edison ID NV51238	Contract # NV51238	Amendment # 6		
Contractor Legal Entity Name Aramark Correctional Services, LLC			Edison Vendor ID 13526		
Amendment Purpose & Effect(s) Revises the per diem meal rates as allowed in Section C.11 of the current contract. The vendor has requested an increase in the per diem rates as a result in increased CPI.					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: June 30, 2023			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$ 0.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2017	\$13,530,500.00				\$13,530,500.00
2018	\$20,142,800.00				\$20,142,800.00
2019	\$21,106,100.00				\$21,106,100.00
2020	\$22,531,300.00				\$22,531,300.00
2021	\$23,791,500.00				\$23,791,500.00
2022	\$25,904,600.00				\$25,904,600.00
2023	\$28,456,700.00				\$28,456,700.00
TOTAL:	\$155,463,500.00				\$155,463,500.00
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.  <u>Lisa Parks (Feb 15, 2023 09:12 CST)</u>				<i>CPO USE</i>	
Speed Chart (optional)		Account Code (optional)			

**AMENDMENT SIX
OF CONTRACT NV51238**

This Amendment is made and entered by and between the State of Tennessee, Department of Correction, hereinafter referred to as the "State" and Aramark Correctional Services, LLC, hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. Contract Section C.3. is deleted in its entirety and replaced with the following:

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:

Cost Item Description	Cost				
	Year 1	Year 2	Year 3	Year 4	Year 5
Blended per meal rate	\$1.44/per meal	\$1.54/per meal	\$1.58/per meal	\$1.632/per meal	\$1.672/per meal
Blended per meal rate plus enhanced sack meal				\$1.74/per meal	\$1.74/per meal
Cost Item Description	Cost				
	Year 6 8/15/21 - 11/21/2021	Year 6 11/22/2021 - 6/30/2022	Year 6 7/1/2022 - 8/14/2022	Year 7 8/15/2022 - 2/28/2023	Year 7 3/1/2023 - 6/30/2023
Blended per meal rate	\$1.672/per meal	\$1.722/per meal	\$1.80/per meal	\$1.80/per meal	\$2.21/per meal
Blended per meal rate plus enhanced sack meal	\$1.74/per meal	\$1.79/per meal	\$1.87/per meal	\$1.87/per meal	\$2.35/per meal

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective March 1, 2023. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

ARAMARK CORRECTIONAL SERVICES, LLC:

DocuSigned by:
Stephen Yarsinsky
8DD54D02B0CD4AA...

2/13/2023

SIGNATURE

DATE

Stephen Yarsinsky, VP, Finance

PRINTED NAME AND TITLE OF SIGNATORY (above)

TENNESSEE DEPARTMENT OF CORRECTION:



Feb 15, 2023

FRANK STRADA, COMMISSIONER

DATE

Aramark Correctional Services – Amendment 6 - NV51238



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 32901-31294	Edison ID NV51238	Contract #	Amendment # 5		
Contractor Legal Entity Name Aramark Correctional Services, LLC			Edison Vendor ID 13526		
Amendment Purpose & Effect(s) Extends the current contract an additional ten and one-half (10.5) months; increases the maximum liability accordingly; and revises the payment methodology to reflect the extension period.					
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		End Date: June 30, 2023			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$25,218,600.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2017	\$13,530,500.00				\$13,530,500.00
2018	\$20,142,800.00				\$20,142,800.00
2019	\$21,106,100.00				\$21,106,100.00
2020	\$22,531,300.00				\$22,531,300.00
2021	\$23,791,500.00				\$23,791,500.00
2022	\$25,904,600.00				\$25,904,600.00
2023	\$28,456,700.00				\$28,456,700.00
TOTAL:	\$155,463,500.00				\$155,463,500.00
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations. Digitally signed by Lisa Parks Date: 2022.05.18 09:46:54 -05'00'			<i>CPO USE</i>		
Speed Chart (optional)		Account Code (optional)			

**AMENDMENT 5
OF CONTRACT NV51238**

This Amendment is made and entered by and between the State of Tennessee, Department of Correction, hereinafter referred to as the "State" and Aramark Correctional Services, LLC, hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. Contract Section B. is deleted in its entirety and replaced with the following:

B. TERM OF CONTRACT:

This Contract shall be effective on August 15, 2016 ("Effective Date") and extend for a period of eighty-two and one-half (82.5) 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.

2. Contract Section C.1. is deleted in its entirety and replaced with the following:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed One Hundred Fifty-Five Million, Four Hundred Sixty-Three Thousand, Five Hundred Dollars (\$155,463,500.00) ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods and services provided under this Contract after a purchase order is issued to the Contractor by the State or as otherwise specified by this Contract.

3. Contract Section C.3. is deleted in its entirety and replaced with the following:

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:

Cost Item Description	Cost				
	Year 1	Year 2	Year 3	Year 4	Year 5
Blended per meal rate	\$1.44/per meal	\$1.54/per meal	\$1.58/per meal	\$1.632/per meal	\$1.672/per meal
Blended per meal rate plus enhanced sack meal				\$1.74/per meal	\$1.74/per meal
Cost Item Description	Cost				
	Year 6 8/15/21 - <th>Year 6 11/22/2021 - <th>Year 6 7/1/2022 - <th>Year 7 8/15/2022 - <th></th> </th></th></th>	Year 6 11/22/2021 - <th>Year 6 7/1/2022 - <th>Year 7 8/15/2022 - <th></th> </th></th>	Year 6 7/1/2022 - <th>Year 7 8/15/2022 - <th></th> </th>	Year 7 8/15/2022 - <th></th>	
	11/21/2021	6/30/2022	8/14/2022	6/30/2023	
Blended per meal rate	\$1.672/per meal	\$1.722/per meal	\$1.80/per meal	\$1.80/per meal	
Blended per meal rate plus enhanced sack meal	\$1.74/per meal	\$1.79/per meal	\$1.87/per meal	\$1.87/per meal	

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective July 1, 2022. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

ARAMARK CORRECTIONAL SERVICES, LLC:

<i>Michael Santoro</i>	5/13/2022
SIGNATURE	DATE
MICHAEL SANTORO, VP FINANCE	
PRINTED NAME AND TITLE OF SIGNATORY (above)	

TENNESSEE DEPARTMENT OF CORRECTION:

<i>Lisa Helton</i>	<i>5/18/2022</i>
LISA HELTON, INTERIM COMMISSIONER	DATE

RFS 32901-31294 Amendment Five to Aramark contract # NV51238



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 32901-31294	Edison ID NV51238	Contract #	Amendment # 4		
Contractor Legal Entity Name Aramark Correctional Services, LLC			Edison Vendor ID 13526		
Amendment Purpose & Effect(s) Revises the per diem meal rates as allowed in Section C.11 of the current contract. The vendor has requested an increase in the per diem rates as a result in increased CPI due to widespread supply chain shortages caused by COVID.					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: August 14, 2022			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$ 0.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2017	\$13,530,500.00				\$13,530,500.00
2018	\$20,142,800.00				\$20,142,800.00
2019	\$21,106,100.00				\$21,106,100.00
2020	\$22,531,300.00				\$22,531,300.00
2021	\$23,791,500.00				\$23,791,500.00
2022	\$25,904,600.00				\$25,904,600.00
2023	\$3,238,100.00				\$3,238,100.00
TOTAL:	\$130,244,900.00				\$130,244,900.00
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.				<i>CPO USE</i>	
Speed Chart (optional)		Account Code (optional)			

**AMENDMENT 4
OF CONTRACT NV51238**

This Amendment is made and entered by and between the State of Tennessee, Department of Correction, hereinafter referred to as the "State" and Aramark Correctional Services, LLC, hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. Contract Section C.3. is deleted in its entirety and replaced with the following:

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:

Cost Item Description	Cost						
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6 8/15/21 - 11/21/2021	Year 6 11/22/2021 - 8/14/2022
Blended per meal rate	\$1.44/per meal	\$1.54/per meal	\$1.58/per meal	\$1.632/per meal	\$1.672/per meal	\$1.672/per meal	\$1.722/per meal
Blended per meal rate plus enhanced sack meal				\$1.74/per meal	\$1.74/per meal	\$1.74/per meal	\$1.79/per meal

2. Contract Section E.12. is deleted in its entirety and replaced with the following:

E.12. 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.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective November 22, 2021. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

ARAMARK CORRECTIONAL SERVICES, LLC:

DocuSigned by:
Michael Santoro
33F926671D6946D...

10/28/2021

SIGNATURE

DATE

Michael Santoro, Vice President-Finance

PRINTED NAME AND TITLE OF SIGNATORY (above)

TENNESSEE DEPARTMENT OF CORRECTION:

TONY PARKER, COMMISSIONER

DATE

RFS 32901-31294 Amendment Four to Aramark contract # NV51238



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 32901-31294	Edison ID NV51238	Contract #	Amendment # 3
Contractor Legal Entity Name Aramark Correctional Services, LLC			Edison Vendor ID 13526

Amendment Purpose & Effect(s)
 Revises scope of services to clarify the responsibilities of the Contractor and the State, extends the current contract an additional year through August 14, 2022 and increases the maximum liability accordingly.

Amendment Changes Contract End Date: YES NO **End Date:** August 14, 2022

TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A): \$ 11,252,353.50

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2017	\$13,530,500.00				\$13,530,500.00
2018	\$20,142,800.00				\$20,142,800.00
2019	\$21,106,100.00				\$21,106,100.00
2020	\$22,531,300.00				\$22,531,300.00
2021	\$23,791,500.00				\$23,791,500.00
2022	\$25,904,600.00				\$25,904,600.00
2023	\$3,238,100.00				\$3,238,100.00
TOTAL:	\$130,244,900.00				\$130,244,900.00

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.

Lisa C Parks

Digitally signed by Lisa Parks
 Date: 2021.07.21 12:54:42 -05'00'

CPO USE

Speed Chart (optional)

Account Code (optional)

**AMENDMENT 3
OF CONTRACT NV51238**

This Amendment is made and entered by and between the State of Tennessee, Department of Correction, hereinafter referred to as the "State" and Aramark Correctional Services, LLC, hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. Contract Section A.6.b.4. is deleted in its entirety and replaced with the following:

A.6.b.4. Therapeutic diets (including snacks) to be provided by the Contractor include:

- Bland
- Clear Liquid
- Full Liquid
- Gluten Free
- Moderate Calorie ADA
- Finger Food
- Renal Diet
- Puree Diet
- Mechanical Soft
- Low Fat/Sodium
- Prenatal Snack Menu AM, PM, HS
- Diabetic Snack Menu AM, PM, HS

Therapeutic/medical diets shall be ordered by authorized health care personnel utilizing the Therapeutic Diet Order, R-1798 (Contract Attachment 8). Therapeutic diets should be ordered when a medical, psychiatric, or dental condition precludes the inmate from eating the food provided for the general inmate population.

2. Contract Section A.13.d.1.e. is deleted in its entirety and replaced with the following:

A.13.d.1.e. The Contractor is responsible for preparing the appropriate number of meals based upon information provided by the State. Contractor will be subject to liquidated damages should there be a failure on its part to provide sufficient meals based upon the information provided to them by the State.

3. Contract Section A.19.c. is deleted in its entirety and replaced with the following:

A.19.c. Vacant positions will be filled within forty-five (45) calendar days. Overtime may be an acceptable method to cover staff vacancies in instances where it is established that Contractor is engaging in proactive efforts to recruit to fill vacant positions. Failure to fill vacant positions will not be subject to liquidated damages in instances where it is established that the inability to fill the position is beyond the control of the Contractor.

4. Contract Section A.26.b. is deleted in its entirety and replaced with the following:

A.26.b. Strict tool control will be enforced at all times. The Contractor shall be responsible for maintaining security of all sharp items and caustic chemicals being used in the provision of services under this Contract, as well as all inventories. All sharp and cleaning items shall be logged in and out consistent with State policy. All logs shall be available for inspection at any time by State staff and/or monitors. All items shall be accountable at all times.

5. Contract Section A.42.a. is deleted in its entirety and replaced with the following:

- A.42.a. To maintain and monitor food service operations quality, the Contractor will develop and implement a quality control report format and program that includes, but is not limited to:
- Compliance with all federal and state laws/regulations, to include State inspection requirements
 - Compliance with relevant ACA standards and State policies
6. Contract Section A.53.a. is deleted in its entirety and replaced with the following:
- A.53.a. The Contractor is required to meet the performance measures herein and in Contract Attachment 3, Liquidated Damages. To evaluate and assess that all standards are being met and that the Contractor is in full compliance with the Contractor's proposal and this contractual agreement, the State shall provide contract monitors. The Contractor's activities shall be subject to monitoring and evaluation by the monitors in accordance with State Policy #205.02 as may be amended. The Contractor shall cooperate fully with the contract monitors and ensure that the monitors have full access to all corporate files including, but not limited to, personnel records, payroll records, licensure certification, employee evaluations, billing, or other outside invoices, or any other contract entered into by the Contractor for purposes of carrying out the requirements of this Contract. This method of review and reporting shall be ongoing, comprehensive, and expeditious.
7. Contract Section A.53.b. is deleted in its entirety and replaced with the following:
- A.53.b. The contract monitors shall report to the Inspector General or designee.
8. Contract Section A.53.c. is deleted in its entirety and replaced with the following:
- A.53.c. The designated contract monitor(s) shall have access to the Contractor's facilities and records to perform contract oversight activities, which include, but are not limited to the following tasks:
- Maintain a contract management file;
 - Serve as the liaison between the Department and the Contractor;
 - Verify receipt of deliverables from the Contractor;
 - Evaluate the Contractor's performance;
 - Submit requests to the Inspector General and contract administrator to process all amendments, renewals, and terminations of this Contract;
 - Evaluate Contractor performance upon completion of the initial Contract term and prior to any renewals. This evaluation will be placed on file and will be considered in determining whether to renew the Contract, if applicable, and/or if the Contract is subsequently used as a reference in future procurements;
 - Review of all files, records, and reports pertinent to the provision of food services;
 - Review of food service levels, and administrative practices as specified in the Contract;
 - Review the Contractor's documentation to ensure compliance with contractual obligations; and
 - Review of the Contractor's personnel work schedules, time sheets, personnel records, and wage forms to ensure compliance with staffing levels and contractual obligation.
9. Contract Section A.53.d.1. is deleted in its entirety and replaced with the following:
- A.53.d.1. The Department's Inspector General or designee will monitor the Contractor's service delivery quarterly to determine if the Contractor has achieved the required level of performance for each Performance Outcome and Standard outlined herein and identified in Contract Attachment 3, Liquidated Damages. At the State's discretion, the State may assess Liquidated Damages as specified beginning the second month after services have been implemented.

10. Contract Section A.53.d.2. is deleted in its entirety and replaced with the following:

A.53.d.2. A quarterly Institutional Food Service Report prepared by the Contractor for each facility. Frequency of monitoring is at the discretion of the Inspector General or designee, with satisfactorily functioning programs being monitored less frequently. The report shall be submitted to the Inspector General or designee for review by the 15th of the month after the quarter ends. The report will document activities in the following categories:

1. Standardized Menu compliance
2. Menu item substitutions
3. Use of the daily census count for exact billing
4. Separate and exact calculation of staff and guest meals
5. Counts of actual meals served, by type and location
6. Meal evaluations by staff and inmates
7. Menu shortages
8. Line delays of ten (10) minutes or longer
9. Use of leftovers
10. Temperature checks (no-notice, serving line, and transport boxes)
11. Portion control
12. Equipment needs and repairs
13. Inmate training programs
14. Monthly quality control report
15. Sanitation inspections
16. Staffing patterns
17. Staff training
18. Inmate and juvenile Grievance issues and concerns
 - a. Less than twenty percent (20%) are upheld (per quarter per facility)
 - b. No more than five percent (5%) of population at an institution files a grievance in a month
19. Meal quality survey
20. A copy of any and all additional inspection reports required by the State, ACA, or by local, State, or federal regulations. This must include any and all forms, reports, or documentation the State deems necessary to manage a food service operation or facilitate the monitoring of the Contract
21. Any and all forms, report, or documentation the Department decides are necessary to manage a food service operation or to facilitate the monitoring of the food service Contract
22. Safety inspections, audits, and ACA audits score one hundred percent (100%)

11. Contract Section A.53.f. is deleted in its entirety and replaced with the following:

A.53.f. Monitoring of Contractor performance under this Contract shall be done in accordance with State policy #205.02 as may be amended.

12. Contract Section A.53.g. is deleted in its entirety.

13. Contract Section B. is deleted in its entirety and replaced with the following:

B. TERM OF CONTRACT:

This Contract shall be effective on August 15, 2016 ("Effective Date") and extend for a period of seventy-two (72) 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.

14. Contract Section C.1. is deleted in its entirety and replaced with the following:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed One Hundred Thirty Million, Two Hundred Forty-Four Thousand, Nine Hundred Sixty-Four Dollars (\$130,244,900.00) ("Maximum Liability"). This Contract does not grant the

Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

15. Contract Section C.3. is deleted in its entirety and replaced with the following:

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:

Cost Item Description	Cost					
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Blended per meal rate	\$1.44/per meal	\$1.54/per meal	\$1.58/per meal	\$1.632/per meal	\$1.672/per meal	\$1.672/per meal
Blended per meal rate plus enhanced sack meal				\$1.74/per meal	\$1.74/per meal	\$1.74/per meal

14. The following is added as Contract Section C.11.:

C.11. Compensation Adjustment for Change of Services.

- a. The parties recognize that each has entered into this Contract based upon the Standards in effect as of the Effective Date of the Contract. Contractor agrees to be bound by an applicable Standard change and said change shall not affect the validity of this Contract. If a change occurs in an applicable Standard other than as provided in subsection (b) below, either Party may notify the other in writing if it is believed said change shall affect the services delivered by the Contractor. The Commissioner shall make the final, binding decision regarding whether a change has occurred in an applicable Standard and whether said change affects the services rendered by the Contractor. Any adjustment in compensation due the Contractor shall be determined in accordance with section (c) below.
- b. If Contractor desires to make minor revisions to its approved plans, policies, procedures or any other matters approved by the State which will not affect its ability to comply with the other Standards, the Contractor shall notify the Commissioner of said proposed revision in writing. Said minor revisions may occur only upon the prior written consent of the Commissioner. It shall be within the Commissioner's sole discretion whether or not to agree to said minor revision and his decision shall be binding. Any adjustment in compensation resulting from said minor revision shall be determined in accordance with subsection (c) below.
- c. Within thirty (30) days of the notices required in subsection (a) through (b) above, Contractor shall provide State with the proposed adjustment in compensation and appropriate documentation in support thereof. The Commissioner shall decide whether and to what extent an adjustment in Per Diem Rate is appropriate. In the event the Commissioner determines that an adjustment to the Per Die Rate is appropriate, the rate may be adjusted only by an appropriate amendment to this Contract as described in Section D.3.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations

(depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective August 15, 2021. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

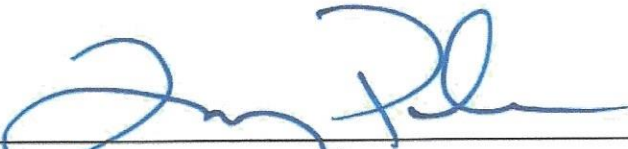
ARAMARK CORRECTIONAL SERVICES, LLC:

	7/21/2021
<div style="display: flex; justify-content: space-between;"> <div style="text-align: left;"> <p><small>DocuSigned by:</small> <i>Michael Santoro</i></p> <p><small>33F926671D6946D...</small></p> </div> <div style="text-align: right;"> <p><small>SIGNATURE</small></p> </div> </div>	<p><small>DATE</small></p>

Michael Santoro, Vice President, Finance

PRINTED NAME AND TITLE OF SIGNATORY (above)


TENNESSEE DEPARTMENT OF CORRECTION:

	7-22-2021
<div style="display: flex; justify-content: space-between;"> <div style="text-align: left;">  </div> <div style="text-align: right;"> <p><small>TONY PARKER, COMMISSIONER</small></p> </div> </div>	<p><small>DATE</small></p>

RFS 32901-31294 Amendment Three to Aramark contract #NV51238



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 32901-31294	Edison ID NV51238	Contract #	Amendment # 2		
Contractor Legal Entity Name Aramark Correctional Services, LLC			Edison Vendor ID 13526		
Amendment Purpose & Effect(s) Removes outdated terminology regarding fats, oils and grease removal and revises payment methodology to account for the fractional increase cost when milk was added to the menu with Amendment 1 and to account for the additional cost for the enhanced sack meal included in Amendment 1.					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: NA			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$ 0.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2017	\$22,369,356.00				\$22,369,356.00
2018	\$23,146,069.75				\$23,146,069.75
2019	\$23,767,440.75				\$23,767,440.75
2020	\$24,544,154.50				\$24,544,154.50
2021	\$25,165,525.50				\$25,165,525.50
TOTAL:	\$118,992,546.50				\$118,992,546.50
<p>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.</p> <p style="text-align: right;">Digitally signed by  Lisa Parks Date: 2020.09.11 08:14:30 -05'00'</p>			<p><i>CPO USE</i></p>		
Speed Chart (optional)		Account Code (optional)			

**AMENDMENT 2
OF CONTRACT NV51238**

This Amendment is made and entered by and between the State of Tennessee, Department of Correction, hereinafter referred to as the "State" and Aramark Correctional Services, LLC, hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. Contract Section A.35.b. is deleted in its entirety and replaced with the following:

A.35.b. This includes providing any necessary containers for transport of fats, oils and grease from designated sites and the cleaning of all grease traps. Grease traps and grease interceptors shall be inspected frequently and cleaned once a quarter by the Contractor to retain grease waste. If the grease traps need to be cleaned more than once a quarter, the State shall be responsible for the costs. The materials removed in cleaning shall be removed from the premises for disposal and shall not be deposited in the plumbing system or sewage system. The Contractor shall comply with applicable State and local regulations regarding the handling of fats, oils and grease removal and grease trap cleaning and pay for any required licenses and permits governing such work.

2. The following is added as Contract Section A.73.:

A.73. Goods and services furnished by the Contractor under this procurement must be in compliance with the accessibility standards set forth in 28 CFR § 35.160 as to persons with disabilities and their accommodation needs with respect to being able to communicate effectively with others.

3. Contract Section C.3. is deleted in its entirety and replaced with the following:

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:

Cost Item Description	Cost				
	Year 1	Year 2	Year 3	Year 4	Year 5
Blended per meal rate	\$1.44/per meal	\$1.54/per meal	\$1.58/per meal	\$1.632/per meal	\$1.672/per meal
Blended per meal rate plus enhanced sack meal				\$1.74/per meal	\$1.74/per meal

4. Contract Section D.2. is deleted in its entirety and replaced with the following:

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:

Monique Parris-Taylor, RDN

Director of Food Services
Tennessee Department of Correction
2nd Floor, Rachel Jackson Building
320 Sixth Avenue North
Nashville TN 37243
Monique.Parris-Taylor@tn.gov
Office: (615) 253-8143
Cell: (629) 867-1296

The Contractor:

Mark Adams
Vice-President of Finance
Aramark Correctional Services, LLC
2400 Market Street
Philadelphia, PA 19103
Adams-Mark@aramark.com
Telephone # (215) 238-3406
Fax # (215) 238-8149

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

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective October 1, 2020. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.


IN WITNESS WHEREOF,

ARAMARK CORRECTIONAL SERVICES, LLC:

	8/31/2020
<div style="display: flex; justify-content: space-between;"> <div style="text-align: center;"> <p style="font-size: small;">DocuSigned by:</p>  <p style="font-size: x-small;">F8D654C2EF504E8...</p> </div> <div style="text-align: right;"> <p>DATE</p> </div> </div>	<p>DATE</p>
<p>Mark Adams vp Finance</p>	

PRINTED NAME AND TITLE OF SIGNATORY (above)

TENNESSEE DEPARTMENT OF CORRECTION:

	9/11/2020
<div style="display: flex; justify-content: space-between;"> <div style="text-align: center;">  </div> <div style="text-align: right;"> <p>DATE</p> </div> </div>	<p>DATE</p>
<p>TONY PARKER, COMMISSIONER</p>	



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 32901-31294	Edison ID NV51238	Contract #	Amendment # 1
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Contractor Legal Entity Name Aramark Correctional Services, LLC	Edison Vendor ID 13526
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Amendment Purpose & Effect(s)
 The proposed amendment makes clarifications to the scope of services regarding responsibilities of the vendor and the State; add milk to the menu; add a monitoring instrument for audit and compliance purposes; and to increase the caloric intake in the menu for work crews as requested by a facility warden or designee.

Amendment Changes Contract End Date: YES NO **End Date:**

TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A): \$ 0

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2017	\$22,369,356.00				\$22,369,356.00
2018	\$23,146,069.75				\$23,146,069.75
2019	\$23,767,440.75				\$23,767,440.75
2020	\$24,544,154.50				\$24,544,154.50
2021	\$25,165,525.50				\$25,165,525.50
TOTAL:	\$118,992,546.50				\$118,992,546.50

American Recovery and Reinvestment Act (ARRA) Funding: YES NO

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.

CPO USE


Lisa C Parker

Speed Chart (optional)	Account Code (optional)
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**AMENDMENT 1
OF CONTRACT NV51238**

This Amendment is made and entered by and between the State of Tennessee, Tennessee Department of Correction, hereinafter referred to as the "State" and Aramark Correctional Services LLC., hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. Contract Section A.2.b.10 is deleted in its entirety and replaced with the following:

 A.2.b.10 Develop and implement an offender training program in food service management at each facility where requested in writing and approved by the Commissioner, the Warden or designee. All necessary instruction, supplies and training materials are to be provided by the Contractor at no additional cost to the State. This requirement is further outlined in Section A.34.

2. Contract Section A.2.b.13 is deleted in its entirety and replaced with the following:

A.2.b.13 Purchase all food and non-food items, dietary supplies, office supplies necessary to provide quality food service operations. The State will provide paper and supply products such as hand soap, paper towels and toilet tissue.

3. The following shall be added as Section A.5.c.5:

A.5.c.5. Final draft menus submitted to the State for written approval shall contain caloric intake values for each menu item with totals type-written on the menu.

4. Contract Section A.6.b.1. is deleted in its entirety and replaced with the following:

A.6.b.1 All therapeutic diets will be implemented the next scheduled meal following the receipt of therapeutic menu in the food preparation area. If this is not possible, the medical staff member who initiated the order will be informed of the delay.

All diet trays served shall be recorded with a copy of the record sent to the Medical Department for proper documentation for ACA performance standards. This record shall include at a minimum, inmate name, number, date of meal picked up, and type of meal.

5. Contract Section A.12 is deleted in its entirety and replaced with the following:

Sack Lunches

A.12. The Contractor shall provide sack lunches in accordance with the Standardized Menu and Sack Lunch Menu component for groups of inmates who require meals and cannot receive lunches as listed on the Standardized Menu. Such inmates include those going to outside court, inmate work crews, inmates participating in child visitation at WTRC and TPFW and inmate transfers. The Contractor shall increase the caloric intake in the menu for a work crew as requested by a facility warden or designee. To enhance inmate workday productivity, the Contractor shall deliver sack lunches to a designated area when requested by institutional staff.

Sack lunches for staff during emergency situations shall be made available upon request of the Warden/Superintendent in the institution and shall be noted separately on the monthly invoice.

National Restaurant Association (ServSafe) and U. S. Department of Health Food temperature requirements shall apply to sack lunches. Sack lunches should be placed inside a cooler, if provided for a crew working away from State prison facilities with no way to keep the sack lunches within safe food temperatures. Coolers for inmate sack lunches shall be provided by the State.

6. Contract Section A.14.a. is deleted in its entirety and replaced with the following:

A.14.a. The Contractor shall serve the same meals in the staff and Inmate dining halls on a daily basis, except the staff dining hall or café, which shall offer an enhanced salad bar for lunch and dinner at no additional cost. The Contractor shall serve beverages in the staff dining hall 24 hours per day, 7 days per week. Although there are scheduled meal times at each facility as outlined in the Contractor's staffing plan, the Contractor's staff shall make adjustments for unpredictable events. For example, if daily counts are not cleared, meal times shall be adjusted and Contractor staff shall stay on-site and serve meals when counts have cleared. The Contractor shall establish, in concert with the warden or designee, a plan for the delivery of an Enhanced Salad Bar where there is not a designated staff dining room or café.

7. Contract Section A.15.b. is deleted in its entirety and replaced with the following:

A.15.b. The Contractor is responsible for providing all staff with mandated Hazard Analyses and Critical Control Points (HACCP) training and assuring ongoing compliance with HACCP requirements. Training criteria must include, at a minimum, how to protect persons' safety by eliminating the potential for food-borne illness because of improper food storage, preparation, temperature maintenance, and serving procedures. All Food Service Directors and Assistant Food Service managers shall complete and pass ServSafe training(s) by the National Restaurant Association.

8. Contract Section A.16.c is deleted in its entirety and replaced with the following:

A.16.c. The Contractor agrees that all on-site providers must attend a security orientation session prior to entering the facility in accordance with State policy as may be revised and ACA standards. Content for the security orientation sessions must be as outlined in the security orientation plan approved in writing by the State. The Contractor shall be financially responsible for the provider's time to attend these trainings. The State will determine the method of delivery and training site (including instructors).

9. Contract Section A.20. is deleted in its entirety and replaced with the following:

Staff Uniforms

A.20 The Contractor must provide staff uniforms for all assigned personnel. The uniforms must be neat in appearance and approved in writing by the State. Designated Contractor staff uniforms must be similar to uniforms worn by facility personnel and inmates. The agreed upon uniform for all food service personnel (Contractor and State) will be designated Contractor-branded shirt and black pants as outlined in TDOC policy #506.24.

10. Contract Section A.26.f. is deleted in its entirety and replaced with the following:

A.26.f. The State will train Contractor's staff in institutional security and Contractor will conduct the Food Services operations in keeping with State Facility security procedures and assist with security in the kitchen as outlined below. This list is not all inclusive and the parties may agree in writing to other security responsibilities.

- Assist with call Outs - Contractor must verify the inmate workers assigned to the kitchen have reported for duty and communicate that information to the agency point of contact on a daily basis.

- Must be first responder for medical emergencies in the kitchen. The Contractor must provide basic first aid to inmate with minor injuries and must notify medical staff. In more severe medical emergencies, the Contractor must immediately notify medical staff to provide treatment.
- Must be first responder for facility emergencies – the Contractor must follow State policies and procedures with regard to emergency communication and evacuation protocol for this requirement. In the case of a major disturbance, the Contractor must implement its emergency response plan.
- Respond to prisoner grievances consistent with State policy as may be revised and as directed by State policies and procedures.
- Write inmate disciplinary reports consistent with State policy and submit them to the agency point of contact.
- Provide any required reports regarding kitchen area functions and responsibilities.
- Complete any inmate work performance reports developed by the State and submit them to the designated agency point of contact.
- Assist the State during all emergencies or mobilizations.

11. Contract Section A.26.g.3. is deleted in its entirety and replaced with the following:

3. The Contractor shall allow the State full and complete access to all areas involved in the food service operation. State personnel will inspect facilities and operations on a routine basis. In addition, the State Contract Monitors will conduct, at a minimum, monthly inspections. The Contractor shall maintain operational records, including invoices for food purchased, to allow State to determine compliance with contractual (including menu compliance) and security guidelines. Any violation noted shall be submitted to the Contractor in writing within 15 days for the Contractor's remedy. The Contractor shall respond in writing within 15 days to the person initiating the complaint with proposed or completed remedies.

12. Contract A.28.d is deleted in its entirety and replaced with the following:

A.28.d. The contractor will conduct or participate in sanitation and safety inspections in accord with State policy as may be revised. The Contractor is required to pass all sanitation and safety inspections in keeping with TDOC policy #116.05 and CR forms 1873 and 2912 as may be revised.

13. Contract Section A.28.e is deleted in its entirety and replaced with the following:

A.28.e.1. A score of 100% is expected on ACA accreditation audits. A score of no less than 95% is expected on Health Department inspections. A score of 100 % is expected on monthly, quarterly and annual State audit and inspections.

A.28.e.2. Non-compliance may, at the discretion of the State, incur liquidated damages of not less than \$500.00 for the first occurrence of a violation not corrected within the allowed ten (10) day time period. A corrective action plan must be submitted immediately in writing for approval by the State, and implemented once written State approval is given. An additional \$1,000 will be assessed if correction action not implemented within 30 days of receipt of the monitoring report. A further \$2,000 will be assessed if corrective action is not implemented within 60 days of receipt of the monitoring report. An additional \$5,000 will be assessed if corrective action is not implemented within 90 days of receipt of the monitoring report.

A.28.e.3. Liquidated damages for impacting the State's ability to maintain ACA accreditation is outlined herein and as specified in Contract Attachment 3 Liquidated Damages.

14. Contract Section A.31.d. is deleted in its entirety and replaced with the following:

A.31.d. The State will allow use of State-owned equipment currently existing at each facility's warehouse, excluding forklifts, to assist the Contractor with transport and storage of food service items. State-owned carts or other transport equipment are not to be used by the Contractor. No new equipment will be purchased by the State for the Contractor's use and the department will not repair department-owned equipment unless repairs are in the best interest of the State. The State will not provide any additional equipment for use in support of the Contract (e.g. carts or other transport equipment). Equipment purchased by the Contractor must meet State functionality, sanitation and security guidelines and shall be owned and maintained by the Contractor at the Contractor's expense. The Contractor shall obtain prior written authorization from State when installing, repairing or replacing any non-State owned food service equipment.

15. Contract Section A.34.b. is deleted in its entirety and replaced with the following:

A.34.b. The Contractor will implement an inmate reentry program at all State facilities with fully equipped kitchens for inmates currently working in facility kitchens. The program shall be implemented and operated at no additional cost to the State. The Contractor must work with the State to develop standards, eligibility criteria and program rules. The Contractor must track the success of the program and must provide quarterly reports to the State related to participation and program successes. All supplies and resources needed to complete the program are the Contractor's responsibility and are included in the meal price.

16. Contract Section A.35. is deleted in its entirety and replaced with the following:

A.35 FATS, OILS and GREASE REMOVAL

A.35.a. The Contractor shall provide for the removal of all fats, oils and grease and cleaning the grease traps.

A.35.b. This includes providing any necessary containers for transport of fats, oils and grease from designated sites and the cleaning of all grease traps. Grease traps and grease interceptors shall be inspected frequently and cleaned once a quarter by the Contractor to retain grease waste. If the grease traps need to be cleaned more than once a quarter, the State shall be responsible for the costs. The materials removed in cleaning shall be removed from the premises for disposal and shall not be deposited in the plumbing system or sewage system. The Contractor shall comply with applicable State and local regulations regarding the handling of swill removal and grease trap cleaning and pay for any required licenses and permits governing such work.

A.35.c. The Contractor shall be liable for any penalties or fines associated with regulatory issues regarding fats, oils and grease removal and cleaning of grease traps. Pickup of fats, oils and grease shall be coordinated through the institutional and/or facility security.

A.35.d. The Contractor shall adhere to recycling processes, such as composting and use of pulpers/hydrating systems to reduce food waste, per the institutions policy (as may be revised).

A.35.e. Fats, oils and grease removal shall be carried out in keeping with STATE policy # 112.07 and as may be revised.

A.35.f. Kitchen refuse and garbage removal shall be the responsibility of the State.

17. Contract Section A.38.c.1. is deleted in its entirety and replaced with the following:

A.38.c. The Contractor shall maintain comprehensive records to include but not limited to the following:

1. State-approved production sheets with HACCP information filled out completely on a per meal basis. These records must include the amount of food prepared, the amount of leftovers, and the usage of leftovers.

18. Contract Section A.53.d.1. shall be deleted in its entirety and replaced with the following:

A.53.d.1. The Department's Deputy Commissioner of Operations or designee will monitor the Contractor's service delivery monthly, bi-monthly or quarterly to determine if the Contractor has achieved the required level of performance for each Performance Outcome and Standard outlined herein and identified in Contract Attachment 3, Liquidated Damages. At the State's discretion, the State may assess Liquidated Damages as specified beginning the second month after services have been implemented.

19. Contract Section A.53.e. shall be deleted in its entirety and replaced with the following:

A.53.e. Monitoring tools developed by the State, included as Attachment 10, as may be revised from time to time, shall be used to review Contractor performance. Such monitoring may include, but is not limited to, both announced and unannounced site visits. Revisions to Attachment 10 will be addressed through a Memorandum of Understanding (MOU).

20. Contract Section A.69. is deleted in its entirety and replaced with the following:

A.69. The State shall be responsible for the costs of cleaning the grease traps that occurs more than once a quarter (A.35.b.).

21. Contract Section A.70. is deleted in its entirety and replaced with the following:

A.70. Kitchen refuse and garbage removal shall be the responsibility of the State.

22. The following is added as Section A.71.

A.71. If the State determines it is in its best interest to change the mission or offender population of any of its facilities throughout the contract term, the Contractor will be expected to work with the State in adjusting services including but not limited to diets, menus and staffing patterns. The State makes no guarantees of a minimum inmate population at any State facility.

23. The following is added as Section A.72.

A.72. A glossary of terms common to State correctional operations and which may be part of food service operations and transition planning is included as Contract Attachment 7. The terms are found within the contract itself.

24. Contract Section C.3. is deleted in its entirety and replaced with the following:

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:

Cost Item Description	Cost				
	Year 1	Year 2	Year 3	Year 4	Year 5

Blended per meal rate	\$1.44 / per meal	\$ 1.54 / per meal	\$ 1.58 / per meal	\$ 1.63 / per meal	\$ 1.67/ per meal
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25. The following is added as Section E.14.:

E.14. Additional lines, items, or options. At its sole discretion, the State may make written requests to the Contractor to add lines, items, or options that are needed and within the Scope but were not included in the original Contract. Such lines, items, or options will be added to the Contract through a Memorandum of Understanding ("MOU"), not an amendment.

- a. After the Contractor receives a written request to add lines, items, or options, the Contractor shall have ten (10) business days to respond with a written proposal. The Contractor's written proposal shall include:
 - (1) The effect, if any, of adding the lines, items, or options on the other goods or services required under the Contract;
 - (2) Any pricing related to the new lines, items, or options;
 - (3) The expected effective date for the availability of the new lines, items, or options; and
 - (4) Any additional information requested by the State.
- b. The State may negotiate the terms of the Contractor's proposal by requesting revisions to the proposal.
- c. To indicate acceptance of a proposal, the State will sign it. The signed proposal shall constitute a MOU between the Parties, and the lines, items, or options shall be incorporated into the Contract as if set forth verbatim.
- d. Only after a MOU has been executed shall the Contractor perform or deliver the new lines, items, or options.

26. Contract Attachment 3, Liquidated Damages, is deleted in its entirety and replaced with the new attachment, Liquidated Damages, attached hereto.

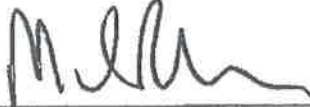
27. Contract Attachment 10, Monitoring Instrument, attached hereto is added as a new attachment.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective September 15, 2017. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF:

Aramark Correctional Services, LLC:



9/5/2017

SIGNATURE

DATE

Mark R. Adams - Vice President, Finance

PRINTED NAME AND TITLE OF SIGNATORY (above)

Tennessee Department of Correction:



9/14/17

Tony Parker, Commissioner

DATE



CONTRACT

(fee-for-goods or services contract with an individual, business, non-profit, or governmental entity of another State)

Begin Date August 15, 2016	End Date August 14, 2021	Agency Tracking # 32901-31294	Edison Record ID 51238
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Contractor Legal Entity Name Aramark Correctional Services, LLC	Edison Vendor ID 13526
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Goods or Services Caption (one line only)
Food Services Management

Subrecipient or Contractor <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Contractor	CFDA #
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Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
17	22,369,356.00				22,369,356.00
18	23,146,069.75				23,146,069.75
19	23,767,440.75				23,767,440.75
20	24,544,154.50				24,544,154.50
21	25,165,525.50				25,165,525.50
TOTAL:	118,992,546.50				118,992,546.50

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)
- 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.
- Other: Limited Liability Corporation

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

- Competitive Selection RFP
- Other Describe the selection process used and submit a Special Contract Request

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

Lisa C. Parker

Speed Chart (optional)	Account Code (optional) 70899000
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**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
Department of Correction
AND
Aramark Correctional Services LLC**

This Contract, by and between the State of Tennessee, Department of Correction ("State") and Aramark Correctional Services LLC ("Contractor"), is for the provision of food services management, as further defined in the "SCOPE." State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

The Contractor is a Limited Liability Company.
Contractor Place of Incorporation or Organization: Delaware
Contractor Edison Registration ID # 13526

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. The Contractor shall supply a complete food service management program, including management and oversight of food preparation and service, food procurement, labor, materials and expendable supplies necessary to feed inmates, staff and official visitors at identified State operated institutions and the Tennessee Correction Academy (TCA).

If the State determines it in the best interest of the State, after award and execution of a contract, the State may execute an amendment to add other State agencies to the contract resulting from this RFP.

- A.2.a. The Contractor must provide overall contract management for all tasks in the ensuing contract, including the day-to-day management of its staff and coordinate with State staff as pertaining to their assignment to the Contract. The Contractor must provide administrative support for its staff and activities. Throughout the Contract, the Contractor must employ ongoing contract management techniques to ensure a Comprehensive Work Plan is developed, executed, monitored, reported on, and maintained. The Contractor will be responsible for performing all of the work necessary to fulfill the requirements of the contract.
- A.2.b. Services considered within the scope of this Contract include, but are not limited to, the following:
 - 1. Provide food service to all State inmates and staff at all facilities and TCA, serving three meals a day weekdays and two meals on weekends, including any special diets/needs, confinement/infirmatory meals, religious meals, emergency meals, special event meals, snacks, sack meals and staff/guest meals; as well as any other meals authorized by the Deputy Commissioner of Operations or designee, warden or their designee. Mealtimes will be designated by the Warden or designee at each facility.
 - 2. Purchase and receive all food supplies necessary to meet the needs of this Contract.
 - 3. Purchase and use produce grown on State farms when feasible. The price is to be determined by State based on fair market pricing.
 - 4. Develop a statewide Standardized Menu program.
 - 5. Follow the statewide Standardized Menu program as mutually agreed upon in writing by the State.
 - 6. Maintain proper sanitation for the food service operations at all facilities and TCA, including the cleaning and safe operation of all food service equipment.



7. Provide management staff and line staff to provide oversight of work performed by inmate labor for the complete provision of food service operations including meal preparation, meal service and cleanup.
 8. Provide a transition plan to ensure continuity of food service operations at all institutions
 9. Operation and management of food service at all State operated institutions in accordance with all applicable State policies, standards, laws and regulations.
 10. Develop and implement an offender training program in Culinary Arts and food service management at each facility where requested in writing and approved by the Commissioner, the Warden or designee. All necessary instruction, supplies and training materials are to be provided by the Contractor at no additional cost to the State. This requirement is further outlined in Section A.34.
 11. Develop and provide a policy and procedure manual for food service operations pertaining to the Contract. All Contractor policy must comply with TDOC policy.
Policy to be included in the manual must include but not be limited to employee attendance, employee attire and badges, staff conduct and performance, payroll and benefits, operations and facility security including tool control, prohibition on fraternizing with inmates, disciplinary actions, drug free workplace, employee fingerprint-based criminal history record checks, sanitation and equipment maintenance.
 12. Develop, implement, and monitor a quality control program for food service operations.
 13. Purchase all food and non-food items, dietary supplies, office supplies necessary to provide quality food service operations
 14. Provide all necessary staff to provide quality food service operations.
 15. Maintain sanitation and inspection schedules for all food service operation areas as outlined in sections A.22, A.27, and A.28.
 16. Ensure all records and documentation of compliance with standards maintained.
 17. Accurately accounting for all inmate meals served by institution, including the number of meals served as carrybacks for satellite feeding areas. Invoice only the daily count of actual meals served at each institution and NOT the Daily Population Count.
 18. Follow State security policies and procedures in hiring and operation of the food service operation.
- A.3 The Contractor shall provide food services management consultations as requested in writing by the State to assist State in transitioning from Contractor managed to self-managed food services operations.
- A.4. The Contractor shall provide consultations with registered dietician(s) as requested in writing by the State.
- A.5. **Menus**
- A.5.a. All menus MUST be approved in writing by the State.**
- A.5.b. Menus must meet or exceed minimum Recommended Daily Allowance or Dietary Reference Intakes (RDA or DRI) as published by the Institute of Medicine of the National Academies and found at: <http://iom.nationalacademies.org/activities/nutrition/summarydri/dri-tables.aspx> and comply with the Academy of Nutrition and Dietetics Nutrition Care Manual. Information on the Academy of Nutrition and Dietetics's Nutrition Care Manual can be found at <https://www.nutritioncaremanual.org/>

Menus must meet said requirements for the following:

- Sodium
- Cholesterol



- Fiber
- Calcium
- Iron
- Vitamins A, C, D
- Protein
- Carbohydrates
- Total fat
- saturated fat

A.5.c. The Contractor will submit for written approval by the State a Standardized Menu that provides nutritionally adequate meals that conform to guidelines in State policies #113.35, #113.87, #116.01 and #116.08 as found in Contract Attachment 9.

A.5.c.1. Diets served as part of the Standardized Menu program shall contain entrees of no less than 75 percent chicken, turkey, or beef, and no more than 25 % texturized vegetable protein.

A.5.c.2. The Standardized Menu program shall consist of a 28-day cycle.

A.5.c.3. The Standardized Menu program shall include 19 meals per week. Three meals shall be served Monday-Friday, with two meals served on Saturday and Sunday.

A.5.c.4. The Contractor shall provide a Standardized Menu program where the same menu for each specific Standardized Menu program diet is procured, purchased, received, stored, prepared and served consistently at all prisons. The diets of the Standardized menu provided for the inmate population must include:

- General population heart-healthy diet
- Therapeutic diet
- Religious diet (Halal, Kosher, and House of Yahweh)
- Holiday diet (Thanksgiving, Christmas, Easter, Ramadan)
- Vegan diet
- Vegetarian diet
- Sack lunches

A.5.d. All menus must be consistent with the recommended dietary guidelines and dietary reference intakes as identified by the United States Department of Agriculture. All menus shall be designed to be balanced in color, flavor, and texture. Menus will contain a minimum of 2,500 calories. Exceptions must be approved by the Deputy Commissioner of Operations or designee. Therapeutic and religious menus will conform as closely as possible to the menu served to the general population while accommodating the specific health care or religious diet needs.

The Contractor shall not use ANY pork or pork products in ANY of its menus. All menus must also meet or exceed all applicable American Correctional Association (ACA) standards.

A.5.e. The Standardized menu will be followed except for emergency situations where contingency meals may be served or in the event of the use of State farm produce. Contingency Menu -- a 72-hour inventory of shelf-stable meals to be kept on site at each facility and ready to be fed to inmates in the event of an emergency prohibiting regular food delivery and service as specified in the contract. The Contractor and the State shall discuss periodically desired revisions to the Standardized Menu.



- A.5.f. Special event meals should be served to the entire inmate population, not just select groups and must be approved by the Warden and the Director of Food Service
- A.5.g. Holiday Menus (Menus for religious or national days of observance, commemoration or celebration as approved as required by clergy or other religious authority and as specified in Policy #116.08):
- Easter
 - Passover
 - Islamic , Ramadan
 - Islamic, Feast of Abraham
 - Thanksgiving
 - Christmas
- Holiday meals must be approved by the Warden and the Director of Food Service.
- A.5.h. Semi-annual full service menu for Tennessee Correction Academy meals Monday -Thursday 3 meals per day, Friday 2 meals per day, and one sack meal Sunday evening. Meals shall be delivered in the Academy cafeteria.
- A.5.i. The Contractor shall be responsible for providing the non-food supplies in quantities sufficient to ensure compliance with all minimum service requirements of this Contract at no additional cost to the State. This includes paper supplies, chemical and cleaning supplies, and small wares.
- A.5.j. All toxic materials used for cleaning and sanitation shall meet all department regulations as well as all Health Department regulations.

A.6. THERAPEUTIC DIETS

The Contractor shall provide, at no additional cost, meals for therapeutic diets. Therapeutic diets should be served in accordance with State policies #113.35, #116.01, #116.03, 116.05 and #506.16 as found in Contract Attachment 9. Any snacks, including protein-based snacks for emergency hypoglycemic episodes, required for medical diets will be considered part of the ordered therapeutic meal and must be provided at no additional cost to the State.

The Contractor will provide ice for medical need (sprains, broken bones, ice chips for infirmary patients, etc.) at no additional cost to the State.

- A.6.a. Ready-to-drink, liquid supplements prescribed for additional nutrition, such as Ensure or Resource, will be provided by the State's medical staff at each institution during medication Call Outs in the facility's Health Services at the expense of the State.
- A.6.b. **PROCESS**
When it is determined by a physician or dentist, or other authorized clinical associates that an inmate/resident requires a special medical diet, the facility nurse shall notify the Contractor's Dietitian and Food Service Manager and provide a written diet order pursuant to State policies.
- A.6.b.1 All therapeutic diets will be initiated on the next day following the receipt of therapeutic menu in the food preparation area. If this is not possible, the medical staff member who initiated the order will be informed of the delay.

All diet trays served shall be recorded with a copy of the record sent to the Medical Department for proper documentation for ACA performance standards. This record shall include at a minimum, inmate name, number, date of meal picked up, and type of meal.

- A.6.b.2. The Contractor's staff shall supervise the preparation of meals in accordance with the Standardized Menu for inmates assigned to confinement areas or to the infirmary. The



transportation and delivery of the prepared meals shall be accomplished using inmates assigned by the State to the Contractor and shall be supervised by Department Security personnel. In designated areas, security personnel shall be responsible for delivery of each tray to the inmate. Meals will be delivered in pre-portioned individual serving trays in such a manner as to comply with food temperature requirements.

A.6.b.3 RECORDS:

Therapeutic Diet orders – form CRA 1798 -- which is included as Contract Attachment 8 as described by corresponding policies 113.35 and 116.01 which are included in Contract Attachment 9, shall be completed by dietary services and signed by the healthcare provider, an authorized food service representative, and the inmate. Signed diet receipts shall be retained at the institution.

A.6.b.4. Therapeutic diets (including snacks) to be provided by the Contractor include:

- Bland
- Clear Liquid
- Full Liquid
- Gluten Free
- Moderate Calorie ADA
- Finger Food
- Hepatic Diet
- Renal Diet
- Puree Diet
- Mechanical Soft
- Low Fat /Sodium
- Prenatal Snack Menu AM, PM, HS
- Diabetic Snack Menu AM, PM,HS

Therapeutic/medical diets shall be ordered by authorized health care personnel utilizing the Therapeutic Diet Order, CR-1798 (Contract Attachment 8). Therapeutic diets should be ordered when a medical, psychiatric, or dental condition precludes the inmate from eating the food provided for the general inmate population

Food Service Delivery

- A.7. The Contractor shall ensure and document that inmates receive their designated meal AND do not return to line to receive additional meals as specified in the plan of action.
- A.8. The Contractor shall provide items for use in medical emergency or 'code' situations such as Hypoglycemic episodes (low blood sugar), where inmates have an immediate need for readily available protein sources such as crackers with peanut butter and or milk as referenced in Section A.6. Peanut butter & milk are preferred protein sources to increase and stabilize the blood sugar during hypoglycemic episodes.
- A.9. The Contractor shall provide ice for inmate medical needs such as sprains or broken bones at no additional cost to the State. Ice chips shall also be made available for infirmary patients as referenced in A.11 at no additional cost to the State.
- A.10. The Contractor shall provide Therapeutic snack bags containing solid protein food sources such as milk or peanut butter at no additional cost to the State.

Confinement/Infirmary Meals



- ..11. The Contractor's staff shall supervise the preparation of meals in accordance with the Standardized Menu for inmates assigned to confinement areas and any other areas including the infirmary, renal units, or other satellite areas requiring meal trays. The transportation and delivery of the meals shall be conducted by inmates assigned by the State to the Contractor and shall be supervised by the Contractor. In designated areas, security personnel shall be responsible for delivery of each tray to the inmate. Meals shall be delivered in pre-portioned individual serving trays in such a manner as to comply with food temperature requirements, with the exception of a few satellite areas.

There are several locations, which use a Bulk Feeding Method for confinement areas. This method of feeding shall be continued, unless the Contractor can establish a more efficient and accurate method of feeding, which shall be approved in writing by the Deputy Commissioner of Operations or designee.

Inmate meal choice in these areas will be given in accord with State food service policies.

Sack Lunches

- A.12. The Contractor shall provide sack lunches in accordance with the Standardized Menu and Sack Lunch Menu component for groups of inmates who require meals and cannot receive lunches as listed on the Standardized Menu. Such inmates include those going to outside court, inmate work crews and inmate transfers. To enhance inmate workday productivity, the Contractor shall deliver sack lunches to a designated area when requested by institutional staff.

Sack lunches for staff during emergency situations shall be made available upon request of the Warden/Superintendent in the institution and shall be noted separately on the monthly invoice.

National Restaurant Association (ServSafe) and U. S. Department of Health Food temperature requirements shall apply to sack lunches. Sack lunches should be placed inside a cooler, if provided for a crew working away from State prison facilities with no way to keep the sack lunches within safe food temperatures. Coolers for inmate sack lunches shall be provided by the State.

A.13 Management Information Systems

- A.13.a. The Contractor shall provide State access to the management information system used by the Contractor for counts of meals served. System users may include, but not be limited to the Chief Financial Officer, Deputy Commissioners, Wardens and Associate Wardens, Food Services Director, Contract Monitors, Food Service staff, Fiscal Services staff, State Medical Staff, State operational staff and any other staff determined necessary by State leadership.
- A.13.b. The Contractor will provide to the State the following reports:
1. Regular reports showing meals served by breakfast, lunch and dinner grouped by sites as requested by the State.
 2. Monthly summary report showing number of meals served and costs for all Standardized Menus by diet type – heart healthy, therapeutic, religious, sack lunch, work crew sack lunches, snacks, holiday meals, contingency meals grouped by sites.
 3. Monthly participation report showing number of meals supplied and number of meals served with the variance percentage grouped by sites.
 4. Total monthly meals served broken down by employees, inmates, in-transits and visitors grouped by sites
 5. FY trend report showing number of meals served and costs by month from the first month of the FY to the last month grouped by sites.



6. FY Trend report showing number of Regular and Specialty meals served from the first month of the FY to the last month grouped by sites.
7. Comparison report showing prior FY meals served (broken down into Regular and Specialty) by month and the same information for the current FY grouped by sites.
8. Additional Custom Reports as may be requested by the State.

A.13.c. STATE will provide Contractor staff access to State Information System Infrastructure such as TOMIS or COMET as determined necessary by the State.

A.13.d.-----Daily meals served count

A.13.d.1.a. The Contractor will invoice the State for the daily count of actual meals served, not Daily Population Count, in each institution. The Contractor will submit invoices at the end of each month.

A.13.d.1.b Invoices will be broken down by each institution:

- Number of regular meals served
- Number of non-standard meals served, by type (e.g., religious, therapeutic)
- Number of staff meals served
- Number of visitor meals served
- Special meals shall be listed separately on an institution's invoice. Such meals can only be provided by approval of the Deputy Commissioner of Operations or designee.

A.13.d.1.c The Contractor will maintain counts of actual meals served at main kitchens and satellite sites at each institution. The Contractor will calculate the number of meals using the meal count scanners. In addition, the Contractor will track food production and waste in its food management software. The Contractor will also stack trays to be served and maintain a backup count based on the number used. This process will insure that all invoices are accurate and the counts can be reconciled against the scanner, tray counts and daily population census.

A.13.d.1.d. The Contractor shall use an automated means of counting meals such that meal counts information is accessible through the Contractor's management Information System as outlined in section A.13.

A.13.d.1.e. The Contractor is responsible for determining the appropriate number of meals to prepare. At the discretion of the State, inadequate meal quantities may be subject to corrective action and liquidated damages as outlined herein and in Contract Attachment 3 Liquidated Damages

Staff and Visitor Meals

A.14. The Contractor shall provide meals to official visitors and all State employees who work at State facilities in keeping with State Policy # 116.03 as found in Contract Attachment 9 and as may be revised. State employees are entitled to one meal per shift. The Contractor, upon notification by the designated State Associate Warden, shall provide meals to State employees who are manning security posts where no relief is available. The Contractor shall supply meals, such as sack lunches, to staff (at the daily meal rate) during emergencies such as riots or escapes. The staff meals and emergency meals will be invoiced at the same cost as the corresponding inmate meal, but as a separate line item.

A.14.a. The Contractor shall serve the same meals in the staff and inmate dining halls on a daily basis, except the staff dining hall or café, which shall offer an enhanced salad bar for lunch and dinner at



no additional cost. The Contractor shall serve beverages in the staff dining hall 24 hours per day, 7 days per week. Although there are scheduled meal times at each facility as outlined in the Contractor's staffing plan, the Contractor's staff shall make adjustments for unpredictable events. For example, if daily counts are not cleared, meal times shall be adjusted and Contractor staff shall stay on-site and serve meals when counts have cleared.

- A.14.b. The Contractor shall maintain documentation for the number of meals served. At a minimum, this will include sign-in sheets for the purpose of audit verification. The Contractor shall electronically count meals as specified in Section A.13.d.1.d

Contractor Staff

- A.15.a All Contractor food service employees shall be fully trained and evaluated by the Food Service Manager prior to being placed into any facility food service area. The Contractor shall ensure that all staff is familiar with applicable State policies and procedures, rules and regulations, as well as applicable ACA standards and documentation.
- A.15.b. The Contractor is responsible for providing all staff with mandated Hazard Analyses and Critical Control Points (HACCP) training and assuring ongoing compliance with HACCP requirements. Training criteria must include, at a minimum, how to protect persons' safety by eliminating the potential for food-borne illness because of improper food storage, preparation, temperature maintenance, and serving procedures.

New Employees

- A.16.a. The Contractor must develop and implement an orientation and training plan and manual which is approved in writing by the State, and which incorporates components from both the Contractor's and State's missions and service delivery systems. Training must be satisfactorily completed by the employee within 30 days of clearance to enter the facility.
- A.16.b. The Contractor shall ensure that all new employees participate in the Contractor's food service orientation program, ensure that they are provided ongoing in-service training, and ensure that the employees receive copies of all appropriate training materials. Documentation of such orientation and training must be submitted to the Warden or designee for review on a monthly basis.
- A.16.c. The Contractor agrees that all on-site providers must attend a security orientation session prior to entering the facility in accordance with State policy as may be revised and ACA standards. Content for the security orientation sessions must be as outlined in the security orientation plan approved in writing by the State. The Contractor shall be financially responsible for the provider's time to attend these trainings. The State will provide lodging, meals, the instructors and the training site (Tennessee Correction Academy).

Annual training

- A.17.a. The Contractor shall ensure that all Contractor staff is trained in food handling and sanitation on a quarterly and an annual basis as required by ServSafe. This training shall be documented, with said documentation kept at the worksites, and available for review or, inspection. The Contractor shall ensure that Contractor's staff is familiar with applicable State policies and procedures, rules and regulations. These topics include, but are not limited to:



- Applicable State policies and procedures, rules and regulations
- Safety
- Mission Statement;
- Standards of Conduct for Contractors/Volunteers;
- Key Control;
- Appropriate attire;
- Appropriate interaction with inmate/offenders;
- First AID/CPR
- Hostage situations;
- Suicide prevention training;
- ACA standards and documentation;
- PREA.

A.17.b. On-site providers working at more than one location within a 12-month period shall be trained on institution specific topics at each facility once a formalized orientation process has been completed. Written documentation of said orientation shall be housed at the training office of all worksites.

A.17.c In addition, the Agency may periodically provide training to the Contractor's managers and staff in areas relevant to the State's mission, policies/procedures, programs, and food services. Notice of such training sessions shall be provided to the Contractor's Food Service Manager in a timely manner.

A.17.d. All training records are subject to the documentation and retention requirements as required by State policies # 110.01, #110.01.1, # 110.04, #110.05, #112.03 and #116.04 as included in Contract Attachment 9 and as outlined in section A.54.d.2 below.

CONTRACTOR STAFFING

A.18.a Contractor Personnel Qualifications

All persons assigned by Contractor to the performance of Services under the Contract must be employees of Contractor or its majority-owned (directly or indirectly, at any tier) subsidiaries (or a State-approved Subcontractor) and must be fully qualified to perform the work assigned to them. Contractor must include a similar provision in any subcontract entered into with a Subcontractor. For the purposes of the Contract, independent contractors engaged by Contractor solely in a staff augmentation role must be treated by the State as if they were employees of Contractor for the Contract only; however, the State understands that the relationship between Contractor and Subcontractor is an independent contractor relationship.

A.18.b. The Contractor will maintain an adequate staff of employees, to include Adequate Relief Staff, on duty at all times to ensure the efficient operation of the food service operations. The State has not established any required staffing levels based on offender-to-staff ratios. However, the Contractor shall provide sufficient qualified personnel for food service operations and at a minimum shall abide by and fulfill the staffing pattern for each institution and dietician consulting services plan included as part of the organization plan submitted with the proposal or as required by the State.

This staffing plan will be the basis for staffing through the term of the Contract. This plan will identify the minimum number of management and line staff positions by position title and scheduled hours of service for each position and each institution. Changes will be submitted in writing and will not be allowed without written approval from State.

A.18.c. The Contractor shall maintain the approved minimum staffing plan and scheduled hours of coverage during the life of the Contract and shall ensure that all Contractor management and line



staff positions are filled for the entire scheduled work period(s), and that individuals are physically present at the work site as scheduled.

A.18.D. EMPLOYEE TRANSITION PROCESS:

1. There are currently State employees working in food service positions, and whose positions appear in **Contract Attachment 6**. The positions highlighted in yellow are State positions that the Contractor will have to make offers of employment as an employee of the Contractor. The Contractor shall offer all State employees who meet the Contractor's hiring requirements (e.g. State background check and Contractor drug screen) a position as an employee of the Contractor. The assignment of such positions shall be at the Contractor's discretion and in accordance with the staffing model proposed by the Contractor. Said offer shall be at least 120% of employees' current base salary. Benefits will be the contractor's standard package. For a period of 120 days, these employees may only be terminated for cause.



2. State employees outlined in Contract Attachment 6 with a full sixty months or more of service credit as of the end of the contractor transition period, will have the option for employment with either the State at their current salary or with the Contractor at 120 percent of their current salary.
3. State employees with fewer than sixty months service credit as denoted in Contract Attachment 6 will not have the option of remaining with the State. The positions offered by the Contractor must be at 120 percent of the employee's current salary. Upon acceptance of the Contractor's offer, said employees must be retained by the Contractor for a period of 120 days unless terminated for cause.
4. The effect on the maximum liability is outlined in section C.3.c. State staff outlined in Contract Attachment 6 may choose to remain as employees of the STATE or transfer to another State position.
5. Those employees whose positions were listed in Contract Attachment 6 and who choose to remain with the STATE will continue to provide food services within the scope of services delineated in the contract and assigned to positions at the Contractor's discretion. For the avoidance of doubt, the Contractor has no obligation to assign employees who remain with the State to any management positions specified in the staffing model proposed by the Contractor. State employees who elect to stay with the State may report to the facility Fiscal Director and/or to a State Contract Monitor (Section A.53). The determination of who the remaining State employees report to will be made by the State. Though employees electing to stay with the State will continue to report to State employees, the Contractor shall supervise and manage the day-to-day responsibilities of such employees.
6. Upon award of the Contract, all vacant State food service positions listed in Contract Attachment 6 will be designated contract positions. Any State position that is vacated for any reason will be designated as a contract position immediately. The Contractor and the State shall review staffing levels at least annually and mutually agree on any adjustments for the most efficient provision of the services hereunder.
7. Cook-chill employees whose positions are outlined in Contract Attachment 6 must be offered employment by the contractor at 120 percent of their current salary. Cook-chill employees are to be offered employment regardless of their tenure in their current positions. If a Cook-chill employee elects not to accept the Contractor's offer of employment, the Cook-Chill employee will either be subject to a reduction in force PR can accept a position with TRICOR for which they are qualified. The State does not anticipate Cook-Chill positions vacated by employees accepting Contractor offers of employment becoming Contractor positions.

Staff vacancies/schedules

- A.19.a Continuity of food service operations is critical in a correctional environment. The Contractor will be responsible to provide approved and qualified replacement staff to the facility in the event of absence of management and line staff positions (i.e. sick, vacation, leaving employment, etc.) The temporary/interim staff member shall meet the minimum qualifications for that position. Any changes to the minimum staffing plan and schedule must be approved in writing by the Deputy Commissioner of Operations or designee. Failure to provide staff for positions as agreed upon in the approved staffing plan may be deemed as a breach of contract and liquidated damages may be assessed at the discretion of the State as outlined herein and in Contract Attachment 3.



- A.19.b. The Contractor must maintain the approved minimum staffing plan and scheduled hours of coverage during the life of the Contract and must ensure that all Contractor management and line staff positions are filled for the entire scheduled work period(s) and those individuals are physically present at the work site as scheduled.
- A.19.c. Overtime is not an acceptable method to cover staff vacancies. Vacant positions will be filled in a timeframe mutually agreeable to the Contractor and the State. If the Contractor finds it impossible to fill a vacant position in a timeframe mutually agreeable to both the Contractor and the State, the Contractor may request a waiver in writing from the State.
- A.19.d. When an absence occurs in a position that is normally occupied by an approved and qualified staff member, the Contractor must fill the position with a candidate meeting minimum State and Contractor qualifications. in a timeframe mutually agreed upon by the Contractor and the State. The temporary/interim staff member must meet the minimum qualifications for that position.
- A.19.e. Temporary staff must meet all requirements for Contractor staff outlined in ProForma Contract sections including but not limited to: A.16, A.17, A.18, A.22, A.24, A.25, A.26, A.27 and A.28.

Staff Uniforms

- A.20 The Contractor must provide staff uniforms for all assigned personnel. The uniforms must be neat in appearance and approved in writing by the State. Designated Contractor staff uniforms must be separate and distinct from uniforms worn by facility personnel and inmates.

Control Over Employees

- A.21.a. Except as otherwise specified in this contract, the institution shall have no direct control over the employees of the Contractor. Any provisions for such control shall be exercised only through the Contractor or the person assigned as the Contractor's Food Service Manager. The Contractor shall comply with reasonable requests of the institution to remove and replace employees objectionable to the institution. It is the policy of the State to ensure fingerprint-based criminal history record checks are conducted on each Contractor employee given primary consideration for employment or entrance into any of its offices/institutions to identify whether there are Criminal Convictions that have a specific relationship to job performance in accordance with State policies and procedures. The Warden/Superintendent or designee shall review and personally approve the proposed work location and plan for coordination of all Contractors prior to authorizing their services.
- A.21.b. Contractor personnel fingerprint-based criminal history record checks are to be conducted as specified in section A.24.

Health Examination and Sanitation.

- A.22.a. All Contractor employees shall be properly trained, competent, and courteous personnel who meet all established health standards established by State law. Prior to employment, Contractor employees must pass an appropriate physical examination, including a tuberculosis test, as required by Tennessee Food Service Laws and Regulations. Documentation of such examinations must be provided to the institution's designee; and all expenses related to the pre-employment health examinations must be borne by the Contractor.
- A.22.b. The Contractor shall ensure that Contractor's staff who perform their duties in institutions under this Contract are screened and/or tested for tuberculosis prior to the start of service delivery, as appropriate, and screened/tested annually thereafter, as required by State food service policies. The Contractor shall provide the Deputy Commissioner of



Operations or designee with proof of testing prior to the start of service delivery by the staff member and annually thereafter. The Contractor shall be responsible for obtaining the TB screening/testing. The Contractor shall bear all costs associated with the TB screening/testing for their staff or subcontractor staff.

A.22.c. The Contractor shall provide a schedule/documentation of daily inspection of inmates hands and arms for cuts or sores or any other signs of communicable diseases.

A.23. Personnel Policies

The Contractor must maintain appropriate personnel policies that are compatible with those of State.

A.24. Staff Criminal History Record Checks

A.24.a. Contractor staff are subject to a fingerprint-based criminal history record check, and any other staff safeguards required of State staff. All necessary information to conduct such fingerprint-based criminal history record checks must be provided from all staff as required by policy as may be revised. Contractor will be responsible for all costs related to drug testing. This includes pre-and post-employment testing and checks.

A.24.b. Contractor staff shall pass a fingerprint-based criminal history record check conducted by the vendor under contract to the Tennessee Bureau of Investigation for all Contractor personnel before they may have access to State facilities and systems. Such criminal history record checks shall be at the expense of the Contractor. Results shall be provided to the State.

A.24.c. The Contractor must report any incident requiring investigation by the Contractor in writing to the Deputy Commissioner of Operations or designee, within 24 hours of the Contractor knowledge of the incident. Failure of the Contractor to report a violation or attempted violation or take appropriate disciplinary action against the offending party or parties will be handled as outlined herein and in Contract Attachment 3 Liquidated Damages.

A.24.d. The State reserves the right to deny access to any institution or ~~and~~ facility to any Contractor staff member found to have violated the provision of this section.

A.24.e. Contractor must produce, upon request, any and all records related to any investigation conducted by the Contractor that directly impacts the State or violates the State Policy. The State must receive any and all records related to an investigation that directly impacts the State or violates the State Policy. The Contractor must also cooperate with State in any internal investigation conducted by State regarding the conduct of Contractor or the Contractor's employees.

A.24.f. The State reserves the right to deny access to any institution or facility to any Contractor staff member who fails to comply with any applicable State, federal, or local law, ordinance or regulation, or whose presence may compromise the security of the facility, its members, or staff.

A.24.g. No person who has been barred from any State work release center or other facility shall provide services under this Contract at another State facility.



A.24.h. The Contractor shall not permit any individual to provide services under this Contract who is under supervision or jurisdiction of any parole, probation or correctional authority. The objective of this provision is to ensure that no employee of the Contractor, under any such legal constraint, has contact with or access to any records of State inmates sentenced to sites included under this Contract.

A.24.i. The Contractor shall not hire ex-felons or relatives of felons currently incarcerated in Tennessee.

A.25. STAFF CONDUCT AND SECURITY

A.25.a. The Contractor and any vendors supplying goods or services are required to adhere to strict security guidelines regarding conduct within the institution, including adherence to State policy as may be revised and procedure, particularly rules of conduct, employee clothing/grooming requirements, security procedures, and any other applicable rules and regulations. Tobacco and cell phones are not allowed on State grounds. The Contractor must adhere to all standards as outlined in State Policy as may be revised. Contractor's staff shall comply with these guidelines at all times while on State property.

A.25.b. In addition, the Contractor shall ensure that all staff adheres to the following requirements:

- All Contractor employees must comply with all applicable State and federal laws, rules and regulations, while working on site at State prison facilities at all times.
- Contractor staff shall be subject to searches of their person or vehicle or searches of equipment and/or products at any time.
- The Contractor's staff shall not display favoritism to, or preferential treatment of, one inmate or group of inmates over another.
- The Contractor's staff shall not deal with any inmate except in a relationship that supports services under this Contract. Specifically, staff members must never accept for themselves or any member of their family, any personal (tangible or intangible) gift, favor, or service from an inmate or an inmate's family or close associate, no matter how trivial the gift or service may seem. The Contractor shall report to the Deputy Commissioner of Operations or designee any violations or attempted violation of these restrictions. In addition, no staff member shall give any gifts, favors or services to inmates, their family or close associates.
- The Contractor's staff shall not enter into any business relationship with inmates or their families (example- selling, buying or trading personal property), or personally employ them in any capacity.
- The Contractor's staff shall not have outside contact (other than incidental contact) with an inmate being served or their family or close associates, except for those activities that are to be rendered under the Contract.
- The Contractor's staff shall not engage in any conduct which is criminal in nature or which would bring discredit upon the Contractor or the State. In providing services pursuant to this Contract, the Contractor shall ensure that its employees avoid both misconduct and the appearance of misconduct.
- At no time shall any Contractor's employee while delivering services under this Contract, wear clothing that resembles or could reasonably be mistaken for an inmate's uniform or correctional officer's uniform or a uniform that bears the logo, other identifying words, or symbols of any law enforcement or correctional agency.
- The Contractor shall NOT provide individuals possessing "temporary work visas" to fill positions under this scope of service.
- All contractor/subcontractor staff providing services under the Contract shall have the ability to understand and speak English to allow for effective communication between Contractor staff and State staff and inmates.



- The Contractor shall provide their employees with a copy of the Contractor's written standards for employee conduct as submitted to the State and approved by the State in writing. A document signed by the Contractor's employee indicating receipt of such notification shall be placed in the employee's personnel file.
- Any violation or attempted violation of the restrictions referred to in this section regarding employee conduct shall be reported by phone and in writing to the Deputy Commissioner of Operations or designee, including proposed action to be taken by the Contractor. Any failure to report a violation or take appropriate disciplinary action against the offending party or parties shall subject the Contractor to appropriate action, up to and including termination of this Contract.
- The Contractor shall report any incident described above, or requiring investigation by the Contractor, in writing, to the Deputy Commissioner of Operations or designee within twenty-four (24) hours, of the Contractor's knowledge of the incident.
- All Contractor personnel must comply with the State's security and acceptable use policies for State IT equipment and resources.
Furthermore, Contractor personnel must agree to the State's security and acceptable use policies before the Contractor personnel will be accepted as a resource to perform work for the State. The Contractor must present these documents to the prospective employee before the Contractor presents the individual to the State as a proposed resource. Contractor staff must comply with all Physical Security procedures in place within the facilities where they are working.

A.26. FACILITY SECURITY

- A.26.a. The State will continue to provide primary security in the institutions and/or facilities which receive services under the Contract. State will provide security in the dining rooms at each meal, depending on staff availability and the classification of the facility, i.e. minimum, medium, close, and maximum. In addition, security may be provided at the back door of each kitchen for inmate movement and to assist with security functions in the food service operations when available. The Contractor's staff shall be trained in institutional security and may be required to provide their own security in the kitchen if institutional staff is not available.
- A.26.b. Strict tool control will be enforced at all times. The Contractor shall be responsible for maintaining security of all sharp items and caustic chemicals, as well as all inventories. All sharp and cleaning items shall be logged in and out per Agency policy. All logs shall be available for inspection at any time by Agency staff and inspectors. All items shall be accountable at all times.
- A.26.c. The Contractor shall be responsible for assuring that all food supplies are ordered and deliveries made in accordance with the delivery schedules and security procedures as established at the designated institution and/or facility. Each institution and/or facility requires advance notification of all deliveries.
- A.26.d. The Contractor shall be responsible for keeping all areas locked and unavailable to inmate or resident workers. State food service duplicate keys shall be maintained in the Facility Control Center. Any lost or misplaced keys shall be reported immediately to the facility security. This initial report will be verbal, indicating all known circumstances surrounding the lost or misplaced keys. The person losing or misplacing the keys will submit a written report prior to the end of their work shift. The Contractor shall be responsible for any costs incurred due to lost keys and inventory.
- A.26.e. The Contractor shall coordinate with the Warden and Associate Warden of Security regarding any shutdown of existing systems (gas, water, electricity, electronics, sewage, etc.). The Contractor shall obtain institutional approval prior to shutting down any existing



utility system and arrange for alternative service (if required) and expeditious re-establishment of the shutdown system.

A.26.f. The State will train Contractor's staff in institutional security and Contractor must provide security in the kitchen as outlined below. This list is not all inclusive and the parties may agree in writing to other security responsibilities.

- Perform Call Outs - Contractor must verify the inmate workers assigned to the kitchen have reported for duty and communicate that information to the agency point of contact on a daily basis.
- Provide accurate prisoner count on regular and routine basis and report those counts to the facility point of contact.
- Must be first responder for medical emergencies in the kitchen. The Contractor must provide basic first aid to inmate with minor injuries and must notify medical staff. In more severe medical emergencies, the Contractor must immediately notify medical staff to provide treatment.
- Must be first responder for facility emergencies – the Contractor must follow State policies and procedures with regard to emergency communication and evacuation protocol for this requirement. In the case of a major disturbance, the Contractor must implement its emergency response plan.
- Respond to prisoner grievances consistent with State policy as may be revised and as directed by State policies and procedures.
- Write inmate disciplinary reports consistent with State policy and submit them to the agency point of contact.
- Provide any required reports regarding kitchen area functions and responsibilities.
- Complete inmate work performance reports and submit them to the agency point of contact.
- Assist the State during all emergencies or mobilizations.

A.26.g. The Contractor shall be responsible for ensuring that all personnel, equipment, tools and supplies/materials comply with any and all policies and procedures of State and the individual facilities. Questions should be addressed to the Deputy Commissioner of Operations or designee or, Associate Warden of Security (AWs) or a member of the administrative staff at each facility. The individual facility's policies and procedures governing the entry and conduct of staff working inside the facility will be made available and explained at the point of entry. The State reserves the right to deny entrance to anyone who is suspected of a breach of security or for failure to follow published policies and procedures.

1. The State reserves the right to demand that the Contractor remove any employee that the Warden or designee feels threatens the health or safety of staff/inmates, security of the facility or quality of the service provided by the Contractor.
2. The Contractor shall report to Security personnel any inmates observed violating rules of conduct. The Contractor will complete the appropriate disciplinary form when rule violations are witnessed. The form must be similar in content to the sample submitted as part of the Contractor's technical proposal and approved in writing by the State. The Contractor may request that the State facility staff remove any inmate the Contractor feels is disruptive to the food service function.
3. The Contractor shall allow the State full and complete access to all areas involved in the food service operation. State personnel will inspect facilities and operations on a routine basis. In addition, the State Contract Monitors will conduct, at a minimum, quarterly inspections. The Contractor shall maintain operational records, including invoices for food purchased, to allow State to determine compliance with contractual (including menu compliance) and security guidelines. Any violation noted shall be submitted to the Contractor in writing within 15 days for the Contractor's remedy. The Contractor shall respond in writing within 15 days to the person initiating the complaint with proposed



or completed remedies.

4. All personnel entering the grounds of a correctional facility will be subject to a search of their person and personal items including vehicles. Such searches may include but not be limited to frisk searches, searches by metal detectors or searches by narcotics detection canines. In addition, all equipment, tools, supplies and materials will be subject to search or inventory at any time. Tools and materials must be carefully controlled at all times and locked when not in use. These items are used according to State policy and procedure and are managed by State maintenance staff.
5. Any attempts to introduce contraband, into a facility, or to have unauthorized contact with inmates of a facility, are prohibited and are subject to criminal prosecution under the provisions of the Tennessee Code Annotated. The Contractor's personnel are prohibited from bringing into or taking out of the institution any items unless specifically approved. Any interaction between a Contractor's employee and an inmate which assists the prisoner to escape is a felony and will be prosecuted. Contractor's personnel may not deliver, receive or otherwise transfer any item to or from an inmate without express permission of the Warden or designee.

Contraband includes, but is not limited to:

- (a) Any written or recorded communication or any currency or coin given or transmitted, or intended to be given or transmitted, to any inmate or their family member of any State correctional institution.
 - (b) Tobacco and cell phones are not allowed on STATE grounds
 - (c) Any article of food or clothing given or transmitted, or intended to be given or transmitted, to any inmate of any State correctional institution.
 - (d) Any intoxicating beverage or beverage which causes or may cause an intoxicating effect.
 - (e) Any controlled substance or any prescription or nonprescription drug having a hypnotic, stimulating or depressing effect. This includes synthetic drugs.
 - (f) Firearms or weapon of any kind or any explosive substance are not allowed within a correctional facility. State law allows secured firearms in parked vehicles
 - (g) Any item not permitted by State policy
6. No person who appears to be under the influence of drugs or alcohol will be allowed entry into a correctional facility.
 7. All Contractor personnel must be in possession of a valid identification with a recent, clear photo in order to enter a facility. All Contractors' personnel are required to be dressed appropriately for the duties they are performing. The Contractor's personnel shall not wear any clothing that is similar to or could be mistaken for an inmate uniform. Clothing that is short, tight-fitting, or revealing is not appropriate attire for a prison environment. Individuals so dressed will be asked to change their clothing or leave the facility.
 8. All mail and packages received at the facility will be searched prior to being delivered inside the security perimeter.
 9. The entry of vehicles or motorized equipment inside the secure perimeter is discouraged. However, should this be required, the vehicle will be escorted by security personnel, any vehicle will not be left unattended, while loading/unloading the vehicle must be locked and the keys removed or it should be otherwise rendered inoperable. No vehicle is permitted to leave the security perimeter until an institutional count has been completed. Count times will vary.
 10. All employees of the selected contractor who regularly work inside the security perimeter must:
 - a. Submit to a fingerprint-based criminal history record check conducted by the Contractor prior to beginning work.
 - b. Attend staff orientation and training according to State policies.



c. Submit to random urinalysis and State drug testing policies.

11. Institutional ID cards will be provided for Contractor's personnel. These ID cards must be worn at all times when inside the security perimeter.

A.27. Sanitation and Food Safety

- A.27.a. The Contractor must maintain sanitation and food safety in the food service operations, including employee and prisoner workers' personal hygiene; at least one employee must have a current Manager Certification Certificate from ServSafe, an American National Standards Institute (ANSI) approved certification program and must be on-site at all times. Each food service operation must follow the State's sanitation policies, #112.01, #116.03, #116.04, #116.05, #504.05 and # 506.24 as found in Contract Attachment 9.
- A.27.b. The Contractor shall follow all applicable American Correctional Association (ACA) standards including food service and sanitation standards as well as all State, and federal regulations in regard to purchasing, preparing and serving food and maintaining all food production and service areas.
- A.27.c. The Contractor shall finalize, with written approval from the State policies and procedures which define sanitation procedures and which comply with all applicable federal, State, and local regulations. The Contractor shall provide ongoing sanitation related training to its staff and maintain documentation of the same.
- A.27.d. A passing grade (no Critical Violations as defined in Contract Attachment 7) is expected for all weekly inspections. If a Critical Violation is reported, the Contractor must report the corrective action(s) taken to abate it and State the date and time it was corrected. Any continued non-compliance status of the same critical item will necessitate the assessment of damages as outlined herein and in in Contract Attachment 3 Liquidated Damages.
- A.27.e. On a monthly basis, the Deputy Commissioner of Operations or designee will review all weekly inspection reports completed by the Contractor and conduct an on-site inspection of the sanitation conditions, food storage, and handling procedures and completion of all forms associated with the Hazard Analysis and Critical Control Points (HACCP) Program. A summary of each monthly report will be prepared and provided to the Contractor and the State's Deputy Commissioner of Operations or designee. The State may at its discretion handle a failing grade on State or local Health Department inspections as outlined herein and in Contract Attachment 3 Liquidated Damages.
- A.27.f. Annually, the State will conduct a comprehensive, unannounced Annual Inspection of the complete food service operation conducted by the Contractor. A passing grade – no Critical Violations – is expected. If any Critical Violations are noted, an immediate corrective action plan must be implemented and a follow-up inspection conducted (if corrections cannot be completed at the time of the inspection). A failing grade will be grounds for assessment of Liquidated Damages as outlined in the last item of Contract Attachment 3 Liquidated Damages.
- A.27.g. A 100% score on State Board of Health inspections and ACA accreditation audits is expected. Non-compliance may, at the discretion of the State, incur liquidated damages of not less than \$500.00 for the first occurrence of a violation not corrected within the allowed ten (10) day time period and up to \$10,000.00 for repeated occurrences. A corrective action plan must be implemented immediately. (Contract Attachment 3 Liquidated Damages.)



A.27.h. Any instance of offender illness suspected to be food-borne will be promptly documented in writing and reported to the warden or designee within 24 hours of occurrence.

A.28. Inspections

A.28.a. State staff, as assigned by the Deputy Commissioner of Operations or designee, may, at any time, inspect any aspect of the Contractor's food service operations, including, but not limited to, the food or meals, the food storage areas, food preparation and serving areas. The Contractor must provide reasonable assistance for State representatives. In addition, at any time, the State may evaluate meals for caloric values, minimum dietary reference intakes and presentation, and may taste test food products for quality and reject all foods that fail to meet State standards.

A.28.b. The Contractor further agrees to allow the State access to, and the right of reproduction of, all documents, papers, letters, or other materials made or received by the Contractor in conjunction with this Contract.

A.28.c. The State shall not reproduce proprietary information, as defined by law, however, the State shall have reasonable access to this information and the information shall be retained by the Contractor in accordance with applicable record and documentation requirements. It is expressly understood and agreed that the Contractor's refusal to comply with this provision shall constitute a breach of contract.

A.28.d. The contractor will conduct or participate in sanitation and safety inspections in accord with State policy as may be revised.

A.28.e. A passing score on State/federal inspections and ACA accreditation audits is expected. Non-compliance may, at the discretion of the State, incur liquidated damages of not less than \$500.00 for the first occurrence of a violation not corrected within the allowed ten (10) day time period. A corrective action plan must be implemented immediately. An additional \$1,000 will be assessed if correction action not implemented within 30 days. A further \$2,000 will be assessed if corrective action is not implemented within 60 days. An additional \$5,000 will be assessed if corrective action is not implemented within 90 days. Liquidated damages for impacting the State's ability to maintain ACA accreditation is outlined herein and as specified in Contract Attachment 3 Liquidated Damages.

A.29. Safety

A.29.a. The Contractor must maintain safety measures and practices of Contractor's staff and prisoner workers. This must be accomplished through proper training and supervision. Safety practices will be reviewed during ACA and State inspections. Safety Measures and Practices must be in keeping with State policies # 112.03, #112.04, # 112.05, #112.09, #113.53, # 116.04, #504.05 and # 506.24 as found in Contract Attachment 9.

A.29.b. Contractor must follow all applicable Tennessee Occupational Safety and Health Administration (TOSHA/OSHA) standards in the workplace for Contractor staff and prisoner workers. State Facility Safety **Officers** will conduct unannounced monthly safety inspection and the **Statewide Safety Program Director or designee** will conduct an Annual Safety Inspection. In both cases, all safety practices and training documentation will be reviewed. Any deficiencies will be reported to the Contractor and Deputy Commissioner of Operations or designee. All deficiencies must be



corrected within the identified correction date or failure to correct may, at the discretion of the State be handled as outlined herein and in Contract Attachment 3 -- Liquidated Damages.

- A.29.c. All cleaning supplies purchased by the Contractor shall meet approved Tennessee Occupational Safety Health Administration (TOSHA) standards. Written corrective action plans will be required if standards are not achieved. Safety Data Sheets (SDS) will accompany all cleaning supplies purchased. The Contractor will be responsible for maintaining the SDS and forward a copy to the institution health and facility safety officer. Compliance with this requirement will be determined by random audit.

A.30. PEST CONTROL

Pest control, for all areas assigned to the Contractor, will be provided/purchased by the State in levels to be determined by the Deputy Commissioner of Operations or designee in keeping with State Policy # 112.06 (and as may be revised). This effort will be coordinated with the Contractor's Food Service Management. The Contractor must ensure that all food items are appropriately stored to reduce the potential for contamination.

A.31. Warehouse

- A.31.a. The Contractor shall have complete responsibility for the material management function related to the food service operation. The Contractor may use the State's kitchen and warehouse as storage facilities at each facility. The Contractor is responsible for arranging for storage areas to be secured in accordance with State facility guidelines. In the event the Contractor decides to make use of on-site State warehousing, the Contractor shall check-in their deliveries Monday – Friday during hours of operation to be coordinated with the facilities' warehouse managers. The State warehouses will be closed for all State and national holidays; the Contractor shall ensure that deliveries are not scheduled on those days. The Contractor shall be responsible for meeting delivery trucks at the State warehouse, checking all deliveries, and completing delivery documentation. The Contractor staff shall be responsible for coordinating with State warehouse staff on the stock transfers in and out of the State warehouse. Stock transfers from the warehouse will be done on an as needed basis.
- A.31.b. The State will provide inmates to assist in unloading and receiving food products shipped to the identified institutional warehouse and/or kitchen. Contractor's staff is responsible for proper receipt and inspection. Inmates assigned to the work program in the food service operation shall not be allowed to go onto loading dock areas or into warehouse areas where food items are stored unless authorized by the Warden.
- A.31.c. Unless approved in writing by the Warden or designee, the Contractor shall not have authority to pull stock from the State warehouse. Material handling equipment owned by State shall not be used by the Contractor until all certifications are met for safe operation in accordance with all Occupational Safety and Health Administration (OSHA) rules and regulations.
- A.31.d. The State will allow use of State-owned equipment currently existing at each facility's warehouse, excluding forklifts, to assist the Contractor with transport and storage of food service items. No new equipment will be purchased by the State for the Contractor's use and the department will not repair department-owned equipment unless repairs are in the best interest of the State. The State will not provide any additional equipment for use in support of the Contract (e.g. carts or other transport equipment). Equipment purchased by the Contractor must meet State



functionality, sanitation and security guidelines and shall be owned and maintained by the Contractor at the Contractor's expense. The Contractor shall obtain prior written authorization from State when installing, repairing or replacing any non-State owned food service equipment.

A.32. PREA

The Contractor must comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal law 42 U.S.C. 15601 et. Seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted. All Contractor PREA practices must be in keeping with State policies # 502.06, # 502.06.1, # 502.06.2 and #502.06.3 as may be revised and included in Contract Attachment 9.

A.33. Inmate Labor

A.33.a. The Contractor shall use inmate labor, provided by the Department, to assist the Contractor in the delivery of food service operations as described herein and in keeping with State policy # 504.04 (as may be revised). The State assumes the full cost of paying inmate labor.

A.33.b. The Contractor shall be responsible for training inmates in the proper methods of food handling and of equipment operation.

A.33.c. A comprehensive inmate training program must be developed and implemented by the Contractor prior to the commencement of food service delivery. The curriculum must be approved in writing by the State. The Training Program must provide the following:

1. Proper use and sanitation of food service equipment
2. Sanitation
3. Proper food preparation and handling
4. Inmates who handle dirty/soiled laundry must be properly trained in laundry procedures
5. Biohazard procedures
6. Fire safety

A.33.d. Inmates will not be considered employees of the Contractor for any purposes. Contractor must properly document all inmate training and provide all documentation to the State as requested. All training provided to inmate workers must be documented on the Inmate Worker Safety Training Record. These records must be maintained on site and available for review upon request by the State.

A.33.e. The Department will select and provide sufficient inmate labor for food preparation, serving, sanitation and other activities that the Contractor determines can be appropriately handled by inmate labor for all meals, with the exception of periods of lock down, strikes, or other emergencies. The actual number of inmates used shall be agreed upon by the Warden and Contractor and reviewed or revised as necessary. The Contractor may request the Warden to remove inmate staff from assignment to food service. (NOTE: State policy requires that no inmate be assigned to **any** position that requires them to supervise another inmate.) Inmate labor shall be used in compliance with STATE Policies # 116.11, #117.03, #504.04, #504.04 PCN (15-7), and #504.05 (as may be revised).



A.34. Vocational Training

- A.34.a. Inmate training and education is also a mission-critical outcome that State expects this Contract to provide. The Contractor will also develop and implement a vocational training program that provides transferable job skills and work ethic to help prepare inmates for post-release reentry and employment. A certificate of completion for successful participants shall be provided.
- A.34.b. The Contractor will develop and implement a vocational training program at all State facilities with fully equipped kitchens at no additional cost to the State. The Contractor must work with the State to develop standards, eligibility criteria and program rules. The Contractor must track the success of the program and must provide quarterly reports to the State related to participation and program successes. All supplies and resources needed to complete the program are the Contractor's responsibility and are included in the meal price.
- A.34.c. The State will continue to operate the current vocational programs, including but not limited to the current program in conjunction with the Tennessee Department of Labor until all offenders participating have completed the program(s). The State program(s) will run concurrently with the vendor's program, with all interested and approved inmates not already participating in the State program(s) being assigned to the vendor's vocational training program.

A.35 GREASE and SWILL REMOVAL

- A.35.a. The Contractor shall provide for the removal of all swill (kitchen refuse and garbage) and cleaning the grease traps.
- A.35.b. This includes providing any necessary containers for transport of swill from designated sites and the cleaning of all grease traps. Grease traps and grease interceptors shall be inspected frequently and cleaned as often as necessary to retain grease waste. The materials removed in cleaning shall be removed from the premises for disposal and shall not be deposited in the plumbing system or sewage system. The Contractor shall comply with applicable State and local regulations regarding the handling of swill removal and grease trap cleaning and pay for any required licenses and permits governing such work.
- A.35.c. The Contractor shall be liable for any penalties or fines associated with regulatory issues regarding swill removal and cleaning of grease traps. Pickup of swill shall be coordinated through the institutional and/or facility security.
- A.35.d. The Contractor shall adhere to recycling processes, such as composting and use of pulpers/hydrating systems to reduce food waste, per the institutions policy (as may be revised).
- A.35.e. Grease and swill removal shall be carried out in keeping with STATE policy # 112.07 and as may be revised.

A.36. EMERGENCIES

A.36.a. Emergency Situation: Extraordinary situations deemed by the Department to warrant a change in normal operations.

- A.36.b. In the event of an emergency, as determined by the Warden of the Institution, the Contractor shall continue to serve meals in compliance with STATE emergency policies, emergency plans/operations and/or as specifically instructed by the Warden or Deputy Commissioner of Operations or designee. Applicable STATE emergency plans will be made available at each



Institution and satellite facility and may require the Contractor to alter normal operations and staffing.

- A.36.c. The Contractor must have in place an emergency response plan in keeping with STATE policy # 116.07 (and as may be revised) for providing emergency meals for the following situation(s) and as may be revised: power failure, electrical surges or current fluctuations, forces of nature (e.g. tornado), delays or failures of transportation, equipment shortages, suppliers' failures, fire, and riots. The contingency plan must ensure the provision of contingency meals which meet the basic nutritional requirements. It is expected that the Contractor maintain at least three (3) days' supply of meals on-site at the institution as specified in Section A.5.f , and at least three (3) days' supply of meals nearby where extensive transport would not be required before the meals could be served to inmates.
- A.36.d. The emergency response plan must have prior written approval of the Deputy Commissioner of Operations or designee and Warden or designee at each facility. Any amendments to emergency response plan must be pre-approved by the Deputy Commissioner of Operations or designee. In the event of an emergency, as determined by the Warden or designee, the Contractor must continue to serve meals in compliance with this emergency procedure or as specifically instructed by the Deputy Commissioner of Operations or designee or Warden or designee.
- A.36.e. If the emergency is a result of State's actions (for example, accidental power outage caused by State construction, renovation or facility work), then that cost will be covered by State. Third party, prisoner related emergencies, and lockdowns are the responsibility of State.
However, if the emergency is determined by the State not to be a result of State's actions, then the cost will be the Contractor responsibility.
- A.36.f. Sack lunches for staff during emergency situations shall be made available upon request of the Warden in the Institution, and will be broken out separately on invoices. Food temperature requirements shall apply to sack lunches. Written documentation authorizing such meals signed by departmental staff will be required with any payment request.

A.37. Transition and Implementation Plan

- A.37.a. The Transition and Implementation Plan shall provide for a seamless transition with minimal interruption of the provision of food services to inmates and include a including but not limited to an overall transition and implementation project timeline, individual tasks or deliverables as specified in the timeline, Contractor staff assigned to each task, and State milestone review dates. The transition and implementation plan must provide for a transition of services with minimal disruption to the facilities' operations.
- A.37.b. The transition plan shall include but not be limited to the functional areas of communications, human resources and staffing, nutritional and operational support, finance and accounting, information technology, training and development and opening team planning.
- A.37.c. The final Transition and Implementation Plan shall require written approval by the State Contract Manager. The transition and implementation plan will be attachments to the contract when the contract is signed. The Contractor shall have the capability to commence implementation of services no later than sixty (60) days after the execution of the Contract.



A.38. Records and Documentation

A.38.a. The Contractor must maintain all records and documentation required to ensure adequate food service operations. The Contractor must maintain complete and accurate record keeping and documentation on site as required by the STATE and the terms of the Contract. Copies of all records and documents must be made available to the STATE upon request. All copying necessary for payment purposes or to meet other terms of the Contract will be at the Contractor expense. All invoices and documentation must be clear and legible for audit purposes. All documents must be retained by the Contractor, at the institution, for the duration of the Contract. The Contractor will be considered in violation of the Contract if any records are not available at the time of an audit. All documents must also meet record requirements outlined this section, and in D.11, and be in Microsoft Word, Excel or in pdf format.

A.38.b. Upon expiration or termination of the Contract,

- All documents and records referenced at A.38.c. must be submitted to the STATE. The STATE may request additional documents and records pertaining exclusively to this Contract so long as they are not proprietary or confidential to Contractor.
- All documents, pertaining to the Contract, must be retained by the Contractor at the Contractor's primary place of business for a period of five (5) years as stated in Section D.11. The STATE shall be notified in writing of the location of the Contractor's primary place of business and of any changes thereto during the five-year period. In addition, the STATE shall be notified, in writing, of the date the Contractor will be vacating the institution and shall be allowed to inspect all records and documentation before removal from the institutional site.

A.38.c. The Contractor shall maintain comprehensive records to include but not limited to the following:

1. State production sheets with HACCP information filled out completely on a per meal basis. These records must include the amount of food prepared, the amount of leftovers, and the usage of leftovers.
2. Weekly inventory logs showing the perpetual inventory maintained weekly on all food products in the kitchen with inventory counted by contractor staff at the beginning and end of each calendar month. Inventory records must indicate all receipts for purchases and/or transfers, disbursements and spoilage.
3. The Contractor shall maintain documentation of the actual Standardized Menu served, on a monthly basis, with identification of any menu item changes for the previous month and any substitutions. This documentation shall be completed on Department-approved production forms and maintained by the contractor at the institution in an accessible area. Such documentation will be reviewed by the Deputy Commissioner of Operations or designee during routine site visits.
4. The actual Diet Menu served, on a monthly basis, with identification of any menu item changes for the previous month and any substitutions. This documentation must be maintained by the Contractor, at the institution, in an accessible area and will be reviewed by Deputy Commissioner of Operations or designee during routine site visits.
5. Diet receipts, signed by inmates and staff, indicating receipt of therapeutic diets.
6. All documentation of food products and supplies received at the facility indicating cost, quantity, vendor and original invoice number.
7. All records and documents indicating the total meal count with all back-up documents.
8. All records and documents indicating the number of employees and hours worked by each employee each week.
9. All County Health Department inspection reports.
10. A copy of any and all additional inspection reports conducted by any other entity, including State.
11. Any and all forms, reports, or documentation the State decides are necessary to manage a food service operation or to facilitate the monitoring of the food service Contract.



12. All State inspection reports.
13. A copy of any and all additional inspection reports required by the State, ACA, or by local, State, or federal regulations. This must include any and all forms, reports or documentation the State deems necessary to manage a food service operation or facilitate the monitoring of the Contract.
14. Monthly report for Equipment Expenditures.

A.39. Staff Time Sheet Documentation

The Contractor shall establish use of a time clock or signed time sheets which will be used to substantiate an employee's actual on-site work. At no time shall one person work more than two contiguous shifts. Actual schedules worked and time logs documenting the hours worked each week by each Management and Line staff member, by each institution by kitchen, for the preceding year shall be maintained at the Institution and made available to Deputy Commissioner of Operations or designee upon request.

A.40. Inmate Time Records

The Contractor shall maintain time records for each inmate participating in the food service work program per State policies # 116.11 and #504.04 as found in Contract Attachment 9.

- A.41. The Contractor shall allow the Deputy Commissioner of operations or designee access to review the Contractor staff personnel and employment records.

A.42. QUALITY/DAMAGES

A.42.a. To maintain and monitor food service operations quality, the Contractor will develop and implement a quality control report format and program that includes, but is not limited to:

- All federal, State, local and State inspection requirements
- Compliance with relevant ACA standards and State policies
- A sample meal tray for each meal. The tray will be sampled and evaluated by a State staff member designated by the Warden to ensure adequate quality and temperatures. The tray will be provided at no cost to State. These evaluations will be sent daily to the Warden or designee and monthly to the Deputy Commissioner of Operations or designee. Poor evaluations or meal deficiencies will be reviewed with the Deputy Commissioner of Operations or designee at the time of the occurrence. The Contractor will be given an opportunity to correct said deficiencies and present corrective procedures. If corrective action is not taken or corrective action is not deemed sufficient or accomplished in a timely manner as specified by State Health Department and HACCP guidelines, the Contractor may, at the discretion of the State, be subjected to liquidated damages as outlined herein and in Contract Attachment 3.

- Sample trays – 100% meet quality and temperature standard
 - o Standardized Menu is followed
 - o Tray complete
 - o Portion sizes are correct

- A.42.b. The Contractor shall conduct monthly surveys of inmates that represent 25% of the institution's population to determine food preferences, quality of food served and



responsiveness to the menu and submit the survey instrument to the Deputy Commissioner of Operations or designee for written State approval. Results shall be summarized and submitted to the Deputy Commissioner of Operations or designee on a monthly basis. No meal should be rated as poor in quality. If less than 80% of the meals are of good quality for two consecutive weeks, a plan of corrective action will be developed and implemented in coordination with the Deputy Commissioner of Operations. Compliance with this requirement is a rating of no less than 90% of all meals prepared and rated good or better. Upon request, special food acceptance studies will be performed by the Contractor when complaints are received. Survey results shall be used in annual evaluation of the Contractor.

A.42.c. The Contractor shall conduct a Plate Waste Study when recommending that a menu item be removed or added to the Standardized Menu. The study should include, but not be limited to the following information:

- Institution
- Date
- Cycle Menu Week/meal
- Food Items served
- Number of inmates/staff served
- Number of inmates/staff who refused the item at point of service
- Number of inmates/staff who took the item and ate part of it
- Number of inmates/staff who took the item but ate none of it

A.42.d. The Contractor shall furnish a written quality control report, plan and manual for each institution for written approval by the State, designed to maintain a consistent level of high quality service. The quality control manual must reflect a formalized, internal inspection report format, providing daily, weekly, and monthly inspections.

A.42.e. The Contractor will submit a monthly quality control report to the Warden and the Deputy Commissioner of Operations or designee detailing the Contractor's compliance with the provisions of the Contract.

A.42.f. STATE staff as assigned by the Deputy Commissioner of Operations or designee may at any time inspect any aspect of the Contractor's food service operations, including, but not limited to, the food or meals, the food storage areas, food preparation and serving areas. In addition, at any time, the Department may evaluate meals for caloric values, minimum dietary reference intakes and presentation, and may taste test food products for quality and reject all foods that fail to meet Department standards.

A.43. Invoice Auditing

State staff will audit contractor invoices with supporting documentation, as determined by the State. Each invoice will be audited to ensure that inventory and production records support that meals were prepared in accordance with Standardized Menu requirements.

A.44. Office Equipment, Phone Lines, and Technology

A.44.a. The State shall provide office space and furniture for use by the Contractor in each Institution's kitchen area. The State shall not furnish services of support (e.g., support staff,



secretarial, or clerical support) to the Contractor. The State shall provide local telephone service, but the Contractor shall be responsible for all long distance telephone costs. The Contractor shall be responsible for providing all program staff office supplies (other than furniture) including computers, software, printers, copy machines, and copy paper. It shall be the responsibility of the Contractor to provide computer technology. Each institutional food service area shall have email capabilities, as well as compatible software in order to read and use all State programs.

- A.44.b. No part of the Contractor equipment, including computers, software, printers, copy machines, or any other electronic device or office supplies, shall be connected to the State of Tennessee Network. The Contractor staff, when authorized by the State, may be required to access certain State applications. The State will provide computer access at each specified location that the Contractor staff will use to access State applications. The Contractor must provide their staff email capabilities and access to email within each institutional food service area, as well as compatible software in order to read State-originated information.
- A.44.c. Contractor staff may not possess cell phones in a State facility.
- A.44.d. Computers, telephones, and other technologies must be secured to prevent inmate access or use in accordance with State of Tennessee requirements.

A.45. Inmate Complaints and Grievances - DAMAGES

- A.45.a. Inmates and juveniles have the opportunity to file grievances about any aspect of their incarceration, including food service. The food service manager shall answer inmate grievances concerning food service in coordination with the facility's Grievance Chairperson and TDOC grievance policy #501.01 , V1 Procedures: C 1-3.
- A.45.b. If eighty percent or more of food service grievances are upheld the Contractor shall be in breach of the Contract.
- A.45.c. If more than 5% of the total prisoner population files food services grievances in a period of one month and these grievances are upheld, the Contractor may, at the discretion of the State, be subjected to Liquidated Damages as outlined herein and in Contract Attachment 3. The threshold includes all facilities serviced under the contract.

Equipment

A.46 CURRENT EQUIPMENT

- A.46.a. Equipment failure does not discharge the Contractor from its contractual requirements.
- A.46.b. The State will allow the Contractor to use the Department's food service equipment currently in place at each kitchen as specified in section A.31.d. The State and the Contractor will jointly inventory and create an inventory list of all State-owned food service equipment on execution of a contract resulting from this RFP.



A.46.c. The Contractor shall be responsible for ensuring that equipment provided by the Department is correctly operated and cleaned in strict accordance with the manufacturers' operating manuals. It is the Contractor's responsibility to have the operating manuals on hand at each kitchen. The Contractor shall correctly operate, clean and maintain the kitchen equipment to minimize any abuse to the equipment. In the event the State determines that equipment has been damaged or abused due to the lack of adequate Contractor oversight or other negligence, the Contractor shall be liable for repair and/or replacement of the equipment.

A.46.d. The State will continue to pay lease costs for any kitchen equipment leased by the State prior to the commencement of this contract until the end of the current lease. Once the current lease expires, lease costs will become the responsibility of the Contractor.

A.46.e. If during the term of this contract the Contractor provides equipment at any State facility for food preparation, the equipment becomes the property of the State at the termination of the contract.

A.47. Equipment Repair

A.47.a. The State will be responsible for routine maintenance, repair and replacement (including installation) of State-owned equipment, excluding warehouse equipment referenced in A.31.d.

A.47.b. Any repair required due to damage to existing utilities, equipment or finished surfaces caused by the Contractor's performance of duties specified in this contract shall be repaired to the State's satisfaction at the Contractor's expense.

A.47.c. The Contractor may utilize State on-site maintenance staff to repair the equipment utilizing the following process. The Contractor will request in writing, through the Institutional Warden or designee, an equipment repair utilizing facility maintenance staff. If the facility maintenance staff is not available to perform the repair, the Contractor will then make arrangements with an outside contractor to complete the repair. If the repair is done by facility maintenance staff, the Physical Plant Superintendent will notify the Contractor of the needed parts and the Contractor will be responsible for purchasing the parts and having them shipped to the facility to be installed by the facility maintenance staff. The cost of the parts and shipping necessary to complete the repair will be paid by the State. The cost of the State facility staff will not be charged to the Contractor. If the repair is completed by an outside contractor, the entire cost of the repair will be paid by the State.

A.47.d. All Contractor preventative maintenance, repair and replacement personnel must be pre-approved by the Warden or designee.

A.47.e. The Contractor and the State agree to utilize a dispute resolution process when a repair or replacement is due to negligence on either party, and the parties do not agree on who is the responsible party.

A.48. Physical Plant

A.48. The State will maintain and repair the physical plant in areas assigned to the Contractor, including painting, sewer and water lines including power lines, HVAC equipment, lights, damaged floors, walls, ceilings, doors, and windows. State will provide all utilities necessary for



the performance of the food service operations, as determined by the Department. State will provide all utilities for the performance of the food service operations as determined necessary by the State. The Contractor must operate the facility in an energy-efficient manner. The State will maintain fixtures in areas assigned to the Contractor, such as freezers, coolers, hood systems, etc. The State will notify the Contractor when it is determined that replacement or repair costs to the physical plant areas were caused by Contractor's destruction of property, Contractor's sole negligence, or the Contractor's failure to provide adequate oversight of prisoner labor. The State and the Contractor will meet to discuss the physical plant repair or replacement due to negligence and the State will then submit an invoice to the Contractor detailing the labor and parts necessary to complete the physical plant repair or replacement. The Contractor will pay the invoice within 30 days of receipt of the invoice.

A.49. CONTRACT TERMINATION

- A.49.a. At the termination of the Contract, all inventoried equipment shall be returned to the State in good working order, reasonable wear excepted. The Contractor shall notify the Facilities, Planning and Construction Division when any piece of equipment becomes non-operable and shall submit a written work order to the Warden or designee within twenty-four hours of equipment becoming non-operable.
- A.49.b. To the extent the Contractor purchases additional equipment outside of the equipment funds, upon expiration or termination of the Contract, the STATE will have the option to acquire Contractor's additional equipment at fair market value, as agreed to by the Contractor and State.

A.50. DRUG FREE WORKPLACE

The Contractor's employees assigned to this contract will be subject to a pre-employment drug screening processed by the Contractor. All contract personnel shall be subject to a post-accident drug testing and testing where reasonable suspicion exists that the terms of this clause have been violated. In addition, Contractor's employees assigned to this contract, who work in correctional facilities or with offenders, will be subject to random urinalysis testing. All required drug testing shall be paid for by the Contractor.

The Contractor shall enforce the mandate of a drug-free environment as outlined in State policy # 302.12 as included in Contract Attachment 9 and as may be revised; i.e., Contractor employees will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way while working on State property. Prescription and over-the-counter medications must be secured in a locked environment. Failure to comply may result in termination of any Contract award.

Employee drug test results, along with proof of consent, must be maintained in the Contractor's employee file. Random drug and alcohol screening must be completed by the Contractor for 2% of employees working at State on a monthly basis. Contractor must confirm with the Deputy Commissioner of Operations or designee that each employee tested has passed, and Contractor must maintain the results of such testing in each individual employee's file. Any employee with a confirmed positive result from any drug or alcohol test will not be permitted to work under this Contract.

The Contractor shall implement and maintain the drug free workforce plan contained in its proposal.



A.51. SEXUAL HARASSMENT

The Contractor shall enforce State policy #302.05 as included in Contract Attachment 9 and as may be revised and reporting mechanisms to maintain an environment free from sexual harassment. Sexual harassment is a serious offense and will not be condoned or tolerated.

A.52. TOBACCO-FREE WORKPLACE

The State is a tobacco-free workplace as outlined in State Policy # 112.11 as included in Contract Attachment 9 and as may be revised.

A.53. CONTRACT MONITORING

A.53.a. The Contractor is required to meet the performance measures herein and in Contract Attachment 3, Liquidated Damages. To evaluate and assess that all standards are being met and that the Contractor is in full compliance with the Contractor's proposal and this contractual agreement, STATE shall provide contract monitors. The Contractor's activities shall be subject to monitoring and evaluation by the monitors in accordance with section below of this contract. The Contractor shall cooperate fully with the contract monitors and ensure that the monitors have full access to all corporate files including, but not limited to, personnel records, payroll records, licensure certification, employee evaluations, billing, or other outside invoices, or any other contract entered into by the Contractor for purposes of carrying out the requirements of the contract. This method of review and reporting shall be ongoing, comprehensive, and expeditious.

A.53.b. The contract monitors shall report to the Deputy Commissioner of Operations or designee.

A.53.c. The designated contract monitor(s) shall have access to the Contractor's facilities and records to perform contract oversight activities, which include, but are not limited to, the following tasks:

- Maintain a contract management file;
- Serve as the liaison between the department and the contractor;
- Verify receipt of deliverables from the contractor;
- Evaluate the contractor's performance;
- Submit requests to the Chief Financial Officer and contract administrator to process all amendments, renewals and terminations of this contract; and
- Evaluate contractor performance upon completion of the initial contract term and prior to any renewals. This evaluation will be placed on file and will be considered in determining whether to renew the contract, if applicable, and/or if the contract is subsequently used as a reference in future procurements
- Review of all files, records, and reports pertinent to the provision of food services.
- Review of food service levels, and administrative practices as specified in the contract.
- Review the Contractor's documentation to ensure compliance with contractual obligations.
- Review of the Contractor's Personnel Work Schedules, Time Sheets, Personnel Records, and Wage Forms to ensure compliance with staffing levels and contractual obligations

A.53.d. Monitoring Performance Outcomes and Standards

A.53.d.1. The Department's Deputy Commissioner of Operations or designee will monitor the Contractor's service delivery monthly to determine if the Contractor has achieved the required level of performance for each Performance Outcome and Standard outlined herein and identified in Contract Attachment 3, Liquidated Damages. At the State's discretion, the State may assess Liquidated Damages as specified beginning the second month after services have been implemented.



A.53.d.2. A quarterly Institutional Food Service Report prepared by the Contractor for each facility. Frequency of monitoring is at the discretion of the Deputy Commissioner of Operations or designee, with satisfactorily functioning programs being monitored less frequently. The report will be submitted to the Deputy Commissioner of Operations or designee for review by the 15th of the month after the quarter ends. The report will document activities in the following categories:

1. Standardized Menu compliance
2. Menu item substitutions
3. Use of the daily census count for exact billing
4. Separate and exact calculation of staff and guest meals
5. Counts of actual meals served, by type and location
6. Meal evaluations by staff and inmates
7. Menu shortages
8. Line delays of 10 minutes or longer
9. Use of leftovers
10. Temperature checks (no-notice, serving line, and transport boxes)
11. Portion control
12. Equipment needs and repairs
13. Inmate training programs
14. Monthly quality control report
15. Sanitation inspections
16. Staffing patterns
17. Staff training
18. Inmate and juvenile Grievance issues and concerns
 - a. Less than 20% are upheld (per quarter per facility)
 - b. No more than 5% of population at an institution files a grievance in a month
19. Meal quality survey
20. A copy of any and all additional inspection reports required by the State, ACA, or by local, State, or federal regulations. This must include any and all forms, reports or documentation the State deems necessary to manage a food service operation or facilitate the monitoring of the Contract.
21. Any and all forms, reports, or documentation the Department decides are necessary to manage a food service operation or to facilitate the monitoring of the food service Contract.
22. Safety inspections, audits, and ACA audits score 100%

A.53.e. The State will develop monitoring tools to use to review Contractor performance. Such monitoring may include, but is not limited to, both announced and unannounced site visits.

A.53.f. The Contract Monitor(s) will provide an oral exit report at termination of the monitoring visits and a written monitoring report to the Contractor within three weeks of the monitoring. Non-compliance issues identified by the Deputy Commissioner of Operations or designee will be identified in detail to provide opportunity for correction, where feasible.

A.53.g. Within ten (10) days of receipt of the Department's monitoring report, (which may be transmitted by e-mail), the Contractor shall provide a written Corrective Action Plan (CAP) to the Deputy Commissioner of Operations or designee (e-mail acceptable) in response to all noted deficiencies to include responsible individuals and required time frames for achieving compliance. Such time frames for compliance shall not exceed thirty (30) days, from the date of receipt of the monitoring report by the Contractor, unless specifically agreed upon in writing by the State. CAPs that do not contain all information required shall be rejected by the Department in writing (e-mail acceptable). The Contractor shall have five (5) days from the receipt of the written rejection to submit a revised CAP. This will not increase the time for compliance and correction of the noted deficiencies. All noted deficiencies shall be corrected



within the time frames identified or at the State's discretion, the State may impose liquidated damages as outlined herein and in Contract Attachment 3. The Deputy Commissioner of Operations or designee may conduct follow-up monitoring reviews at any time to determine compliance based upon the submitted CAP.

- A.53.h. The STATE reserves the right for any staff to make scheduled or unscheduled, announced or unannounced monitoring visits.
- A.53.i. During follow-up monitoring, any noted failure by the Contractor to correct deficiencies for other contract requirement violations identified in the monitoring report within the time frame specified in the CAP may at the State's discretion, result in application of Liquidated Damages as specified herein and in Contract Attachment 3.
- A.53.j. Contract Monitors shall utilize Contract Attachment 5 as may be updated from time to time, for the annual review. The Contractor must provide all records specified in the instrument for the annual review.
- A.54. Warranty. Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of the Term of this Contract or any other warranty general offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

Contractor represents and warrants that the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.

Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, and in conformity with standards generally accepted in Contractor's industry.

If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to Contractor for the Defective goods or services. Any exercise of the State's rights under this Section shall not prejudice the State's rights to seek any other remedies available under this Contract or applicable law.

- A.55. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.
- A.56. The Contractor shall inventory, purchase and utilize raw and processed food product inventory and stock currently in warehouses of both the Procuring State agency and the State agency providing Standardized Menu Services at the time of contract execution. The Contractor shall have the option to assume long-term supplier obligations such as futures of the State agency providing Standardized Menu Services at the time of contract execution.



- A.57. The Contractor shall immediately notify the State in writing if during the term of the contract if the Contractor it is purchased by or merged with another corporate entity, undergoes a name change, or experiences any other changes to its corporate standing/ rules/procedures.
- A.58. The Contractor shall not be required to reimburse any rebates obtained to the State.**

State Responsibilities

- A.59. The STATE will provide inmate counts by facility to the Contractor's designated representative on a weekly basis.
- A.60. The State will advise the Contractor's designated representative of all changes in State policy that may affect Contractor performance of duties as outlined in the contract AND may require training of Contractor staff.
- A.61. The State shall respond in a timely manner to Contractor requests for written approvals.
- A.62. The State shall perform an unannounced Annual Inspection (A.27.f).
- A.63. The State shall provide contract monitors (A.53.) to monitor and oversee Contractor performance of duties as specified in this contract scope of services.
- A.64. The State shall review all meal trays presented by the Contractor for approval and provide consent for meals to be served to inmates (A.42.a).
- A.65. The State shall indicate to the Contractor the schedule for meal service at each State facility or location (A.2.1.b).
- A.66. The State will advise the Contractor's Food Services Manager of impending ACA accreditation tours at facilities where the Contractor is providing Food Services.(A.27.g and A.28.e)
- A.67. The State's responsibilities concerning equipment repairs and maintenance are outlined in section A.47.
- A.68. The retherm trays used at DSNF and the disposable inserts for the retherm trays will remain the responsibility of the State.

TDOC has currently been operating on month-to-month leases for the re-therm equipment in anticipation of a new contractor coming online. A seven-month contract was put in place to continue operations until a contract for Food Services management was awarded.

- A.69. If the State determines it is in its best interest to change the mission or offender population of any of its facilities throughout the contract term, the Contractor will be expected to work with the State in adjusting services including but not limited to diets, menus and staffing patterns. The State makes no guarantees of a minimum inmate population at any State facility.
- A.70.** A glossary of terms common to State correctional operations and which may be part of food service operations and transition planning is included as Contract Attachment 7. The terms are found within the contract itself.



B. TERM OF CONTRACT:

This Contract shall be effective on August 15, 2016 ("Effective Date") and extend for a period of sixty (60) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed One Hundred Eighteen Million, Nine Hundred Ninety-Two Thousand, Five Hundred Forty-Six Dollars and Fifty Cents (\$118,992,546.50) ("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:

Cost Item Description	Cost				
	Year 1	Year 2	Year 3	Year 4	Year 5
Blended per meal rate	\$1.44 / per meal	\$ 1.49 / per meal	\$ 1.53 / per meal	\$ 1.58 / per meal	\$ 1.62/ per meal

C.3.c. Should employees decline the Contractor's job offer and remain State employees, the amount billed to the State per month will be reduced by 140% of those employee's salaries as listed in Attachment Six. This reflects employee's base salary plus estimated benefits.

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:

320 Sixth Avenue North
Nashville TN 37243

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 Fiscal Services
- (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. Invoices will be broken down by each institution:

- Number of regular meals served
- Number of non-standard meals served, by type (e.g., religious, therapeutic)
- Number of staff meals served
- Number of visitor meals served

d. 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.

C.10. Financial Commitment. In order to implement the scanner and ID system, Contractor shall make a financial commitment to the State in an amount up to One Hundred Thousand Dollars (\$100,000) (the "Financial Commitment). Any equipment purchased by Contractor on the State's behalf shall be purchased as a "sale-for resale" to the State. The State shall hold title to all such equipment (with the exception of those items which bear the name of Contractor, its logo, or any of its logo, service marks or trademarks or ~~any logo, service marks or trademarks of a third party~~) upon such resale. The State acknowledges that it is a tax-exempt entity and will provide Contractor with a copy of the appropriate tax-exempt certificate. The Financial Commitment shall be amortized on a straight-line basis over a period of five (5) years, commencing upon the effective date of this Agreement. Upon or prior to expiration or termination of this Agreement by either party for any reason whatsoever prior to the complete amortization of the Financial Commitment, the State agrees to require Contractor's successor to reimburse Contractor for the unamortized balance of the Financial Commitment as of the date of expiration or termination.

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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:

Jesse E. Neely, Executive Assistant to the Deputy Commissioner – Operations
Tennessee Department of Correction
5th Floor Rachel Jackson Building
320 Sixth Avenue North
Nashville TN 37243
Jesse.Neely@tn.gov
Telephone # (615) 253-8143



The Contractor:

Mark Adams
Vice President of Finance
Aramark Correctional Services, LLC
1101 Market Street
Philadelphia PA 19107
Adams-Mark@aramark.com
Telephone # (215) 238-3406
FAX # (215) 238-8149

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 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 1, 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 for 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, money, 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.
- 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 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 or disqualified.

- 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 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 applicable State and federal laws and regulations in the 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. 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 - 407.
- D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
- D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.



- D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
 - b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below) which includes Attachments 1 through 40 9;
 - 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.

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- D.31. Insurance. Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified below. The COI shall be provided ten (10) business days prior to the Effective Date and again upon renewal or replacement of coverages required by this Contract. If insurance expires during the Term, the State must receive a new COI at least thirty (30) calendar days prior to the insurance's expiration date. If the Contractor loses insurance coverage, does not renew coverage, or for any reason becomes uninsured during the Term, the Contractor shall notify the State immediately.

The COI shall be on a form approved by the Tennessee Department of Commerce and Insurance ("TDCI") and signed by an authorized representative of the insurer. The COI shall list each insurer's national association of insurance commissioners (also known as NAIC) number or federal employer identification number and list the State of Tennessee, Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 in the certificate holder section. At any time, the State may require the Contractor to provide a valid COI detailing coverage description; insurance company; policy number; exceptions; exclusions; policy effective date; policy expiration date; limits of liability; and the name and address of insured. The Contractor's failure to maintain or submit evidence of insurance coverage is considered a material breach of this Contract.

If the Contractor desires to self-insure, then a COI will not be required to prove coverage. In place of the COI, the Contractor must provide a certificate of self-insurance or a letter on the Contractor's letterhead detailing its coverage, liability policy amounts, and proof of funds to reasonably cover such expenses. Compliance with Tenn. Code Ann. § 50-6-405 and the rules of the TDCI is required for the Contractor to self-insure workers' compensation.

All insurance companies must be: (a) acceptable to the State; (b) authorized by the TDCI to transact business in the State of Tennessee; and (c) rated A- VII or better by A. M. Best. The Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that the subcontractors are included under the Contractor's policy.

The Contractor agrees to name the State as an additional insured on any insurance policies with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) ("Professional Liability") insurance. Also, all policies shall contain an endorsement for a waiver of subrogation in favor of the State.

The deductible and any premiums are the Contractor's sole responsibility. Any deductible over fifty thousand dollars (\$50,000) must be approved by the State. 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.



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.

All coverage required shall be on a primary basis and noncontributory with any other insurance coverage or self-insurance carried by the State. The State reserves the right to amend or require additional endorsements, types of coverage, and higher or lower limits of coverage depending on the nature of the work. Purchases or contracts involving any hazardous activity or equipment, tenant, concessionaire and lease agreements, alcohol sales, cyber-liability risks, environmental risks, special motorized equipment, or property may require customized insurance requirements (e.g. umbrella liability insurance) in addition to the general requirements listed below.

a. Commercial General Liability Insurance

- 1) The Contractor shall maintain commercial general liability insurance, which shall be written on an Insurance Services Office, Inc. (also known as ISO) occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises/operations, independent contractors, contractual liability, completed operations/products, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- 2) The Contractor shall maintain bodily injury/property damage with a combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate for bodily injury and property damage, including products and completed operations coverage with an aggregate limit of at least two million dollars (\$2,000,000).

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 and employer liability insurance in the amounts required by appropriate State statutes; or
 - ii. 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 employees 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
- vi. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

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.

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. 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.3. Reimbursement. This Contract provides for reimbursement of the cost of goods, materials, supplies, equipment, or contracted services. Any goods, materials, supplies, equipment or contracted services procured by Contractor under this Contract shall be procured on a competitive basis when practicable. The Contractor shall maintain documentation supporting Contractor's request for reimbursement. In each instance where it is determined that use of a competitive procurement method was not practicable, Contractor shall seek approval of the Commissioner or Designee to procure by non-competitive procurement as a condition for reimbursement.

E.4. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible personal property furnished by the State for the Contractor's use under this Contract. Upon termination of this Contract, all property furnished by the State shall be returned to the State in the same condition as when received, less reasonable wear and tear. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the fair market value of the property at the time of loss.

E.5. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. The Contractor shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present.



Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.

E.6. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

E.7. 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 RFP 32901-31294 (Attachment 2) 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 quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and Tennessee service-disabled veterans. Such reports shall be provided to the State of Tennessee Governor's Office of Diversity Business Enterprise in the required form and substance.

E.8. Performance Bond. The Contractor shall provide to the State a performance bond guaranteeing full and faithful performance of all undertakings and obligations under this Contract, specifically faithful performance of the work in accordance with the plans, specifications, and contract documents. The performance bond shall be in an amount equal to one hundred percent (100%) of the Maximum Liability, One Hundred Eighteen Million, Nine Hundred Ninety-Two Thousand, Five Hundred Forty-Six Dollars and Fifty Cents (\$118,992,546.50). The State reserves the right to review the bond amount and bonding requirements at any time during the Term. The Contractor shall submit the bond no later than the day immediately preceding the Effective Date and in the manner and form prescribed by the State at Attachment 4. The bond shall be issued by a company licensed to issue such a bond in the State of Tennessee. The performance bond shall guarantee full and faithful performance of all undertakings and obligations for the Term, as the Contract is extended or renewed.

Failure to provide to the State the performance bond(s) as required under this Contract may result in this Contract being terminated by the State. The performance bond required under this Contract shall not be reduced during the Term without the State of Tennessee Central Procurement Office's prior written approval.

E.9. Liquidated Damages. If any of the events specified in Attachment 3 occur and such events are a



result of the Contractor's actions, each a

("Liquidated Damages Event"), the State may assess damages on Contractor ("Liquidated Damages"). The State shall notify the Contractor of amounts to be assessed as Liquidated Damages. The Parties agree that due to the complicated nature of the Contractor's obligations under this Contract it would be difficult to specifically designate a monetary amount for Contractor's failure to fulfill its obligations regarding the Liquidated Damages Event as these amounts are likely to be uncertain and not easily proven. Contractor has carefully reviewed the Liquidated Damages contained in Attachment 3 and agrees that these amounts represent a reasonable relationship between the amount and what might reasonably be expected in the event of a Liquidated Damages Event, and are a reasonable estimate of the damages that would occur from a Liquidated Damages Event. The Parties agree that the Liquidated Damages represent solely the damages and injuries sustained by the State in losing the benefit of the bargain with Contractor and do not include any injury or damage sustained by a third party. The Contractor agrees that the Liquidated Damages are in addition to any amounts Contractor may owe the State pursuant to the indemnity provision or any other sections of this Contract.

The State is not obligated to assess Liquidated Damages before availing itself of any other remedy. The State may choose to discontinue Liquidated Damages and avail itself of any other remedy available under this Contract or at law or equity. Under no circumstances shall the State arbitrarily assess Liquidated Damages.

Prior to assessing Liquidated Damages, the State will discuss with the Contractor any aspect of the Contractor's performance that the State may identify as unsatisfactory or that may require improvement. Should satisfactory improvement not occur after notice to the Contractor and following a cure period specified in such notice, then the State may choose to deduct an amount not to exceed those amounts specified in Attachment 3 from the next invoice.

Provided, however, that if the State determines that the Contractor is not operating in compliance with a term or condition of this Contract which in the opinion of the Commissioner may adversely affect the security or operation of a facility or which may present a hazard to the safety or health of the inmates or other individuals, the Contractor shall be notified in writing or verbally if it is believed that an emergency situation exists. The notice shall direct the Contractor to immediately correct the non-compliance.

- E.10. Partial Takeover of Contract. The State may, at its convenience and without cause, exercise a partial takeover of any service that the Contractor is obligated to perform under this Contract, including any service which is the subject of a subcontract between Contractor and a third party (a "Partial Takeover"). A Partial Takeover of this Contract by the State shall not be deemed a breach of contract. The Contractor shall be given at least thirty (30) days prior written notice of a Partial Takeover. The notice shall specify the areas of service the State will assume and the date the State will be assuming. The State's exercise of a Partial Takeover shall not alter the Contractor's other duties and responsibilities under this Contract. The State reserves the right to withhold from the Contractor any amounts the Contractor would have been paid but for the State's exercise of a Partial Takeover. The amounts shall be withheld effective as of the date the State exercises its right to a Partial Takeover. The State's exercise of its right to a Partial Takeover of this Contract shall not entitle the Contractor to any actual, general, special, incidental, consequential, or any other damages irrespective of any description or amount.
- E.11. Unencumbered Personnel. The Contractor shall not restrict its employees, agents, subcontractors or principals who perform services for the State under this Contract from performing the same or similar services for the State after the termination of this Contract, either as a State employee, an independent contractor, or an employee, agent, subcontractor or principal of another contractor with the State.
- E.12. 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 and/or procure 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.

- E.13 **Survival.** The terms, provisions, representations, and warranties contained in this Contract which by their sense and context are intended to survive the performance and termination of this Contract, shall so survive the completion of performance and termination of this Contract.

IN WITNESS WHEREOF,

Aramark Correctional Services LLC:

Mark R. Adams

8/4/16
DATE

CONTRACTOR SIGNATURE

Mark R. Adams

Vice President, Finance



PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

Tennessee Department of Correction:

A handwritten signature in blue ink, which appears to read "Tony Parker", is written over a horizontal line.

August 12, 2016

Tony Parker, Commissioner

DATE

Food Management Services 32901-31294



ATTACHMENT 1

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	5 1 2 3 8
CONTRACTOR LEGAL ENTITY NAME:	Aramark Correctional Services, LLC
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	23-2778485

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.

Tim Barttrum Vice President Business Development

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION



Attachment 3 – Liquidated Damages*

Damage	Assessment
Failure of Contractor staff to maintain individual and enterprise credentials, certifications, impacting STATE ability to maintain accreditations (ex. ACA) as specified in contract section A.5.d. and A.27.g.	\$1,000 per staff member per incident. An additional \$1,000 will be added for each 30 day period in which training is not completed.
Contractor failure to maintain the minimum staffing plan as specified in contract section A. 19.	\$500 per incident
Contractor failure to provide services of a Registered Dietician either onsite or by teleconference as requested by the State as specified in contract section A.4.	\$500 per incident
Contractor failure to achieve 100 % for State/federal and ACA accreditation audit inspections as specified in contract sections A.28.e.	\$500 per day until 100 % achieved.
Contractor failure to pass sanitation and safety inspections in keeping with State policy as specified in section A.28.d.	\$1,000 per incident
Contractor failure to properly document and report food borne illness instances as specified by STATE policy and contract as specified in contract sections A.15.b.	\$1,000 per incident
Contractor failure to properly document and report lost key specified in contract section A. 26.d.	\$10,000 per day per incident
Contractor failure to properly document and report security issues specified by ProForma contract section A. 25.b. A security issue could include but not be limited to any event or occurrence in a facility kitchen, warehouse or dining room that is determined by the State or the Contractor to indicate a possible security breach or danger to contractor staff, facility staff, visitors and inmates.	\$10,000 per day per incident
Contractor failure to document therapeutic meals served and submit to STATE Medical Department as specified in contract section A.6.b.1	\$500 per incident
Contractor failure to provide kitchen security as specified in contract section A. 26.f.	\$1,000 per incident per day until satisfactory level achieved
Contractor failure to prepare adequate meal quantities to feed inmates, staff and visitors as specified in contract sections A.13.d.1.e and A.14.	\$1,500 per occurrence
Contractor failure to provide meals that meet or exceed minimum Recommended Daily Allowance or Dietary Reference Intakes (RDA or DRI) as specified in contract section A.5.b and comply with State-approved Standardized Menu as specified in contract section A.5.c.	\$1,500 per occurrence
Contractor failure to provide written Corrective Action Plan as required in contract section A.53.g	\$1,000 per day late until provided and executed
Contractor failure to provide and execute Monitoring report follow-up as required in contract section A.53.g.	\$1,000 per day late until provided and executed
Contractor failure to report any incident requiring investigation in writing to the Warden or designee within 24 hours of the contractor knowledge of the incident as outlined in contract section A.24.c.	\$5,000 per occurrence
Inmate grievances which are upheld exceed thresholds as outlined in contract section A.45.	\$1,000 for any month in which inmate grievances upheld exceed thresholds.
Critical violations found during comprehensive, unannounced Annual Inspection conducted by the State as outlined in	\$1,000 per day until corrected per critical violation found in



contract section A. 27.f. Failure to correct deficiencies within the identified correction date as outlined in section A.29.b.	the Annual Inspection. \$500 per day until corrected.
-----------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------

*Liquidated Damages are only assessed on occurrences within Contractor Control as determined by the State.



PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that We,
ARAMARK CORRECTIONAL SERVICES, LLC
1101 Market Street, Philadelphia, PA 19107
(215) 238-3000

(hereinafter called the "Principal"), whose principal business address and telephone number is as Stated above; and

FIDELITY AND DEPOSIT COMPANY OF MARYLAND and
ZURICH AMERICAN INSURANCE COMPANY
2000 Market Street, Suite 1100, Philadelphia, PA 19103
(610) 727-5621

(hereinafter called the "Surety"), whose principal address and telephone number is as Stated above, a surety insurer chartered and existing under the laws of the States of Maryland and New York and authorized to do business in the State of Tennessee;

are held and firmly bound unto the State of Tennessee Department of General Services Central Procurement Office ("State"), whose principal address is 312 Rosa L. Parks Avenue, 3rd Floor, Nashville, TN 37243, and whose principal telephone number is 615-741-1035 in the penal sum of One Hundred Eighteen Million Nine Hundred Ninety Two Thousand Five Hundred Forty Six and 50/100 Dollars (\$118,992,546.50) for payment of which we bond ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal has entered into a contract with State for Food Services Management Solicitation No. RFP # 32901-31294 (the "Contract") in accordance with the scope of services and deliverables (the "Scope") set forth in Section reference of the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and
2. Pays State any and all losses, damages, costs and attorneys' fees, including appellate proceedings, that State sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by State; and
3. Performs, to the satisfaction of State the Scope under the Contract for the time specified in the Contract;

then this bond is void; otherwise it remains in full force.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to in the Contract shall in anyway affect its obligation under this bond. The Surety waives notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to the Scope.



It is expressly understood the time provision under Tenn. Code Ann. § 12-3-502 shall apply to this bond. Bond must be received within fourteen (14) calendar days of receipt of request by the State or a Delegated State Agency.

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the Contract and hereby satisfies those conditions.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument this 5th day of AUGUST, 2016, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
In the presence of:

PRINCIPAL:
ARAMARK Correctional Services, LLC

By: [Signature]
(Contractor's authorized signatory)

Steve Bramlage - EVP + CFO
(Printed name and title)

STATE OF Pennsylvania

COUNTY OF Philadelphia

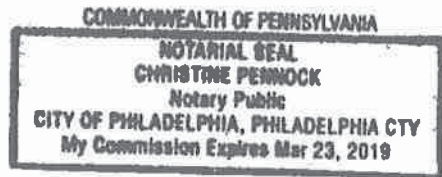
On this 5th day of August, 20 16, before me personally appeared Stephen P. Bramlage, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that such person (or persons) executed the same as such person (or person's) free act and deed.

[Signature]

Notary Public

Printed Name: CHRISTINE PENNOCK

Commission Expires: 3/23/19





Signed, sealed and delivered
In the presence of:

SURETY:
FIDELITY AND DEPOSIT COMPANY OF
MARYLAND

By: 
DANIEL P. DUNIGAN
Attorney-in-Fact


SURETY:
ZURICH AMERICAN INSURANCE COMPANY

By: 
DANIEL P. DUNIGAN
Attorney-in-Fact

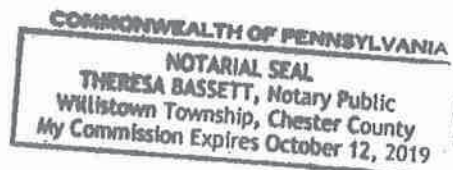
STATE OF PENNSYLVANIA

COUNTY OF CHESTER

On this 5TH day of AUGUST, 2016, before me personally appeared DANIEL P. DUNIGAN,
to me known to be the person (or persons) described in and who executed the foregoing
instrument, and acknowledged that such person (or persons) executed the same as such
person (or person's) free act and deed.



Notary Public
Printed Name: Theresa Bassett
Commission Expires: October 12, 2019





**ZURICH AMERICAN INSURANCE COMPANY
 COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
 FIDELITY AND DEPOSIT COMPANY OF MARYLAND
 POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by THOMAS O. MCCLELLAN, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint William F. SIMKISS, Daniel P. DUNIGAN, Brian C. BLOCK, Joseph W. KOLOK, JR., Richard J. DECKER and James L. HAHN, all of Paoli, Pennsylvania, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 10th day of May, A.D. 2012.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
 COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
 FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: Eric D. Barnes
 Secretary
 Eric D. Barnes

Thomas O. McClellan
 Vice President
 Thomas O. McClellan

State of Maryland
 County of Baltimore

On this 10th day of May, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn
 Constance A. Dunn, Notary Public
 My Commission Expires: July 14, 2019





EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 5th day of August, 20 16



Geoffrey Delisio

Geoffrey Delisio, Vice President



ANNUAL FOOD SERVICE REVIEW INSTRUMENT

Institution: _____

NO.	ITEM	MANDATE	COMP	NON COMP	NOT EVAL	DID NOT OCCUR	N/A	COMMENTS
1.	There is an absence of pests in Food Service areas and the results of sanitation inspections reflect continuous attention to any problems.	112.06 4-4332		NC				
2.	There is documentation that the cycle menu plan is: a) Nutritionally adequate (cover memo present with each menu revision stating adequacy), and b) Menus are color, flavor and texture balanced.	116.01 4-4316 4-4317		NC				
3.	The standardized menu is being followed including the serving size indicated on the TDOC menu. The TDOC standardized holiday menus will be utilized. (Review a sample of <u>as-run</u> menus from each quarter of the inspection period).	116.01 4-4317 4-4319		IAN				
4.	TDOC Only a) There is documentation (memo/report) that the Food Service Manager reviews as-run menus on a quarterly basis to verify adherence to master standardized menu and portion sizes. b) As-run menus are also reviewed quarterly by a registered dietitian. CCA Only c) As-run menus are reviewed quarterly by the FSM and annually by a registered dietitian. (Dietitian's current registration is on file).	116.06 4-4316		C				

Non-Compliant Key:
 IAN: Immediate Action Needed
 C: Critical
 NC: Non-Critical



ANNUAL FOOD SERVICE REVIEW INSTRUMENT

Institution: _____

NO.	ITEM	MANDATE	COMP	NON COMP	NOT EVAL	DID NOT OCCUR	N/A	COMMENTS
5.	<p>a) The food service manager or designee shall maintain a file system for all inmates requiring a therapeutic diet and shall be responsible for documentation of diets refused by inmates.</p> <p>b) Documentation of diets refused by inmates shall be properly recorded on the CR-1798.</p> <p>c) All Therapeutic Diet Requests, CR-1798s on file are current. The original of each expired form (white copy) is forwarded to Health Services once completed.</p>	113.35 116.01 4-4318		IAN				
6.	The food service manager/designee shall notify Health Services if an inmate fails to pick up their therapeutic tray for nine consecutive meals. Health services staff shall be notified by using a reproduced copy of the Therapeutic Diet Request, CR-1798.	113.35 116.01 4-4318		IAN				
7.	The Food Service Manager/designee logs all Therapeutic diets that are not picked up and forwards this information to the fiscal office on a monthly basis.	116.01		NC				
8.	Therapeutic and religious diet menus are being utilized, including the proper serving size indicated on the TDOC standardized menu, excluding TCA. (Review modified diets at point of service).	116.01 4-4318		IAN				
9.	There are no more than 14 hours between the beginning of the evening meal and the beginning of breakfast. (Check actual serving times).	116.03 4-4328		NC				

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ANNUAL FOOD SERVICE REVIEW INSTRUMENT

Institution: _____

NO.	ITEM	MANDATE	COMP	NON COMP	NOT EVAL	DID NOT OCCUR	N/A	COMMENTS
10.	<p>TDOC Only</p> <p>All inmates assigned to food service have, at a minimum, the following documents in their file:</p> <ul style="list-style-type: none"> a) an approved and signed job description, b) documentation indicating basic safety and sanitation training, including hand washing techniques, and c) training on use of equipment, to include, proper operation and routine care of power equipment; proper care, handling and use of sharp utensils, and the proper care of floors and the condition in which they must be maintained. d) Training on the location and operation of all fire fighting/safety equipment and the proper clothing and footwear to be worn while working in food service areas. <p>(Review a minimum of ten inmates working today - up to 75 percent of all inmate workers).</p>	116.04 116.05 4-4321-1 4-4322		IAN			N/A	
11	<p>CCA Only</p> <p>All inmates have a job description and there is documentation that inmate workers have reviewed their job descriptions.</p>	505.07						
12.	<p>Staff and inmates wash hands and exposed arms before starting work or after using toilet. (Observe inmates and staff returning from breaks or meals).</p>	116.05 4-4322 11-1		IAN				

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ANNUAL FOOD SERVICE REVIEW INSTRUMENT

Institution: _____

NO.	ITEM	MANDATE	COMP	NON COMP	NOT EVAL	DID NOT OCCUR	N/A	COMMENTS
13.	<p>a) All inmates and free world staff have a documented annual health services review for tuberculosis (Check 75 percent of inmate files and all free world staff; inmate food handler permit should be within the past 12 months).</p> <p>b) There is written documentation that inmates and other persons working in food service are monitored each day for health and cleanliness by the food service manager or designee; checks documented in conjunction with daily attendance are acceptable. (Documentation of checks are available for review)</p>	<p>113.24 113.44 116.05 116.11 4-4322 11-1</p>		IAN				
14.	<p>TDOC Only</p> <p>Daily inspections (CR-2912) are on file with documentation of corrective action taken. (Corrective actions, other than maintenance work orders, should be documented on the CR-2912).</p>	116.05		C				
15.	<p>Weekly sanitation (CR-2912) inspections are on file with documentation of corrective action taken. (Corrective actions, other than maintenance work orders, should be documented on the CR-2912).</p>	<p>116.05 4-4324 11-1</p>		NC				

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ANNUAL FOOD SERVICE REVIEW INSTRUMENT

Institution: _____

NO.	ITEM	MANDATE	COMP	NON COMP	NOT EVAL	DID NOT OCCUR	N/A	COMMENTS
16.	<p>TDOC Only</p> <p>A report of the monthly inspection (CR-1873) conducted by a team of three people is on file with documentation of corrective action taken. (Report of the findings is sent to the warden).</p> <p>CCA Only</p> <p>A report of the monthly sanitation inspection is on file with documentation of corrective action taken. (Report of the findings is sent to the warden)</p>	116.05 4-4329 12-1		NC				
17.	<p>Annual or semi-annual sanitation inspections from the Department of Health or other appropriate local authority are on file with documentation of corrective action taken.</p> <p>No initial score is below 80.</p>	116.05 4-4321 12-1		C				
18.	<p>Dishwasher temperatures are checked daily and recorded on CR-3278. Corrective action is taken as needed and documented. (Check a sample of at least six (6) months since the last annual inspection). If chemical sanitation is used, manufacturer's range and correct strength are available for reference.</p>	116.05 4-4324		IAN				
19.	<p>Potentially hazardous cold prepared foods are maintained at 40°F or below. Hot foods are maintained at 140°F or above at the point of service. (Check 75 percent of foods for all three meals with a probe thermometer).</p>	116.05 11-1 Dept. of Health Rules		IAN				

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ANNUAL FOOD SERVICE REVIEW INSTRUMENT

Institution: _____

NO.	ITEM	MANDATE	COMP	NON COMP	NOT EVAL	DID NOT OCCUR	N/A	COMMENTS
	VISUAL SANITATION INSPECTION RESULTS Verify cleanliness in ALL Kitchens, Dining Rooms and VOCATIONAL FOOD CLASSES (If Applicable). "Old" dirt/grease shall result in a noncompliant rating.	116.05 Dept. of Health Rules						
20.	Check walls, ceilings, light fixtures and light covers.	116.05 DOH		NC				
21.	Check floors/floor drains.	Dept. of Health Rules		NC				
22.	Check serving line, under tables, and counters	Dept. of Health Rules		NC				
23.	Check food preparation equipment (Ovens, slicers, mixers, grills, steamers, tilt skillet, deep fryer, chopper, etc.) - No "old" food, dirt or grease.	Dept. of Health Rules		NC				
24.	Check food warmers or holding equipment for cleanliness. Include any carts and trucks used to transport food.	Dept. of Health Rules		NC				
25.	Refrigerators and freezers. All foods are covered or wrapped, labeled, and stored on racks or pallets at least 6" off the floor and at least 3" away from the wall. Freezers are clean with no ice build-up.	116.05		C				
26.	Eating utensils are covered or completely wrapped during transportation to the housing units.	Dept. of Health Rules		NC				

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ANNUAL FOOD SERVICE REVIEW INSTRUMENT

Institution: _____

NO.	ITEM	MANDATE	COMP	NON COMP	NOT EVAL	DID NOT OCCUR	N/A	COMMENTS
27.	Garbage cans and outside dumpsters are kept covered when not in use. Trash is not allowed to accumulate in the kitchen and the loading dock/dumpster area is kept clean.	Dept. of Health Rules		NC				
28.	Air curtains are functioning properly.	Dept. of Health Rules		NC				
29.	Hood and exhaust systems are clean and working per manufacturer's guidelines. (Check air flow).	Dept. of Health Rules		NC				
30.	Pots, pans, and utensils are properly washed and sanitized in three-compartment sink with sanitizer in third compartment. Check for appropriate concentration of sanitizer. Pots, pans, utensils, trays, glasses, and bowls are clean and free of build-up. No black edges on baking sheets.	Dept. of Health Rules		C				
31.	STORAGE AREAS All case goods are dated when received and oldest used first. The Warehouse stamp date will determine the first in and first out rotation of goods. All loose cans or containers are dated. Bent or dented cans are removed from stock.	116.05 Dept. of Health Rules		C				
32.	Dry goods are stored on pallets or dunnage racks at least 6" off floor and at least 3" away from the walls.	116.05		NC				

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ANNUAL FOOD SERVICE REVIEW INSTRUMENT

Institution: _____

NO.	ITEM	MANDATE	COMP	NON COMP	NOT EVAL	DID NOT OCCUR	N/A	COMMENTS
33.	Dry storage area is kept clean and maintained at 45° - 80° F; documentation of daily temperature readings is maintained.	116.05 4-4325		C				
34.	<p style="text-align: center;">TDOC Only</p> <p>Refrigerator temperatures are maintained between 35 to 40 degrees and documented on CR-3279.</p> <p style="text-align: center;">CCA Only</p> <p>Refrigerator/Coolers temperature is maintained at 41 degrees or below. (Check a sample of at least six months within the inspection period).</p>	116.05 4-4325 Department of Health Rules		IAN				
35.	Per documentation [CR-3279 for TDOC]; freezer temperature is maintained at 0° F or below. (Check a sample of at least six months within the inspection period).	116.05 11-1 4-4325		IAN				
36.	TDOC Only "Daily Meal Counts" (CR-0720) is submitted to the business office account for all service areas.	116.06 4-4315		NC				
37.	A current, accurate inventory of food in the food service area is maintained.	116.06 11-1 4-4314		NC				

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ANNUAL FOOD SERVICE REVIEW INSTRUMENT

Institution: _____

NO.	ITEM	MANDATE	COMP	NON COMP	NOT EVAL	DID NOT OCCUR	N/A	COMMENTS
38.	A copy of the Emergency Food Service Plan is in the institution's emergency operations plan file and specifies the networking institution. The two day menus are on file for Level I emergencies and a seven day menu for Level II emergencies.	116.07 506.20		C				
39.	Supplies for at least Level I emergency menus are on hand and/or are available within a short notice.	116.07 506.20		IAN				
40.	Meals are eaten only in designated break area. Workers have a meal schedule and there is no evidence of special meals or between-meal snacks. (TDOC Only)	116.11 Dept. of Health Rules		NC				
41.	All inmates and staff are in a proper, clean uniform, including hair restraints and beard guards. (Uniforms and clothing are clean)	116.05 11-1 4-4322		Nzv				
42.	Meals served to inmates in segregation are the same meals served to the general population. Meals in segregation are served at proper temperature (hot food 140+° and potentially hazardous cold foods at 40° or below). (Check foods on three trays with probe thermometer for at least two meals).	116.03 506.16 11-1 4-4320 Dept. of Health Rules		IAN				

Non-Compliant Key:
 IAN: Immediate Action Needed
 C: Critical
 NC: Non-Critical



ANNUAL FOOD SERVICE REVIEW INSTRUMENT

Institution: _____

NO.	ITEM	MANDATE	COMP	NON COMP	NOT EVAL	DID NOT OCCUR	N/A	COMMENTS
43.	Therapeutic and religious diets shall be available to inmates in segregation when requested.	116.08 116.01 506.16 4-4318		IAN				
44.	Alternative meal service meeting nutritional requirements (finger food diet) is provided as needed for inmates in segregation who may use food or equipment in a manner that may be hazardous to the inmate, staff, or other inmates. Warden/Designee approval is required.	506.16 4-4264		IAN				

TOTAL FOOD SERVICE 44

Inspector _____ Date _____

Team Leader _____ Date _____

Non-Compliant Key:
 IAN: Immediate Action Needed
 C: Critical
 NC: Non-Critical



ANNUAL FOOD SERVICE REVIEW INSTRUMENT

Institution: _____

NO.	ITEM	MANDATE	COMP	NON COMP	NOT EVAL	DID NOT OCCUR	N/A	COMMENTS
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Non-Compliant Key:
IAN: Immediate Action Needed
C: Critical
NC: Non-Critical

DeptID	Position	Job Title	Manager Level	Base Comp (two Payoff)	Months of Service June 2015	VETERAN STATUS
TCA						
3290600150	00016265	FOOD SERVICE MANAGER 2	Exempt-Assistant Director/Mgr	\$3,423.00	236	No
3290600150	00120101	FOOD SERVICE STEWARD 1*	Non-Exempt-Lead	\$2,285.00	185	No
3290600150	00101326	FOOD SERVICE STEWARD 2	Non-Exempt-Lead	\$2,508.00	179	No
3290600150	00072416	FOOD SERVICE STEWARD 2	Non-Exempt-Lead	\$2,233.00	58	No
3290600150	00073409	FOOD SERVICE STEWARD 1*	Non-Exempt-Lead	\$1,888.00	35	
3290600150	00016274	FOOD SERVICE STEWARD 1*	Non-Exempt-Lead	\$1,880.00	6	
3290600150	00016270	FOOD SERVICE STEWARD 1*	Non-Exempt-Lead	\$1,785.00	0	No
3290600150	00016266	FOOD SERVICE STEWARD 1		\$1,785.00		
3290600150	00016272	FOOD SERVICE STEWARD 1		\$1,785.00		
3290600150	00073070	FOOD SERVICE WORKER		\$1,399.00		
TPFW						
3291300150	00014488	FOOD SERVICE MANAGER 3	Exempt-Assistant Director/Mgr	\$4,523.00	413	No
3291300150	00068171	FOOD SERVICE STEWARD 1*	Non-Exempt-Lead	\$2,780.00	390	No
3291300150	00014491	FOOD SERVICE STEWARD 1*	Non-Exempt-Lead	\$2,684.00	352	No
3291300150	00118299	FOOD SERVICE ASST MGR 2	Non-Exempt-Supervisor	\$3,716.00	333	No
3291300150	00076918	FOOD SERVICE STEWARD 2	Non-Exempt-Lead	\$2,397.00	195	No
3291300150	00073064	FOOD SERVICE STEWARD 2	Non-Exempt-Lead	\$2,214.00	101	No
3291300150	00014490	FOOD SERVICE STEWARD 2	Non-Exempt-Lead	\$2,214.00	79	No
3291300150	00069744	FOOD SERVICE STEWARD 1*	Non-Exempt-Lead	\$2,117.00	46	No
3291300150	00117520	FOOD SERVICE STEWARD 1		\$1,785.00		
TCIX						
3291400150	00072435	FOOD SERVICE MANAGER 2	Exempt-Assistant Director/Mgr	\$4,338.00	376	No
3291400150	00072435	FOOD SERVICE MANAGER 2	Exempt-Assistant Director/Mgr	\$3,037.00	320	Yes
3291400150	00072437	FOOD SERVICE STEWARD 2	Non-Exempt-Lead	\$2,326.00	166	No
3291400150	00014611	FOOD SERVICE MANAGER 3	Exempt-Assistant Director/Mgr	\$3,401.00	124	Yes
3291400150	00072326	FOOD SERVICE STEWARD 1*	Non-Exempt-Lead	\$2,118.00	112	No
3291400150	00014621	FOOD SERVICE STEWARD 1*	Non-Exempt-Lead	\$2,021.00	106	No
3291400150	00014620	FOOD SERVICE ASST MGR 2	Non-Exempt-Supervisor	\$2,544.00	104	No
3291400150	00072436	FOOD SERVICE STEWARD 2	Non-Exempt-Lead	\$2,224.00	87	No
3291400150	00014612	FOOD SERVICE STEWARD 2	Non-Exempt-Lead	\$2,123.00	82	No
3291400150	00014678	FOOD SERVICE STEWARD 2	Non-Exempt-Lead	\$2,213.00	76	No
3291400150	00115156	FOOD SERVICE STEWARD 2	Non-Exempt-Lead	\$2,175.00	67	No
3291400150	00014613	FOOD SERVICE STEWARD 1*	Non-Exempt-Lead	\$1,897.00	31	No
3291400150	00072328	FOOD SERVICE STEWARD 1*	Non-Exempt-Lead	\$1,888.00	25	No
3291400150	00014619	FOOD SERVICE STEWARD ASSOC*	Non-Exempt-Non-Supervisory	\$1,689.00	12	No
3291400150	00072327	FOOD SERVICE STEWARD 1*	Non-Exempt-Lead	\$1,880.00	8	No
3291400150	00072324	FOOD SERVICE STEWARD 1*	Non-Exempt-Lead	\$1,861.00	2	No
3291400150	00014614	FOOD SERVICE STEWARD ASSOC*	Non-Exempt-Non-Supervisory	\$1,689.00	2	Yes
3291400150	00014618	FOOD SERVICE STEWARD ASSOC*	Non-Exempt-Non-Supervisory	\$1,620.00	1	
3291400150	00014615	FOOD SERVICE STEWARD 1		\$1,785.00		
3291400150	00014616	FOOD SERVICE STEWARD 1		\$1,785.00		
3291400150	00014600	FOOD SERVICE STEWARD 2		\$1,968.00		
3291400150	00014617	FOOD SERVICE STEWARD 2		\$1,968.00		
3291400150	00068780	FOOD SERVICE STEWARD 2		\$1,968.00		
MLCC						
3291600150	00015097	FOOD SERVICE MANAGER 2	Exempt-Assistant Director/Mgr	\$3,335.00	395	No
3291600150	00079055	FOOD SERVICE STEWARD 2	Non-Exempt-Lead	\$2,706.00	330	Yes
3291600150	00015101	FOOD SERVICE STEWARD 1*	Non-Exempt-Lead	\$2,390.00	258	No
3291600150	00015098	FOOD SERVICE STEWARD 2	Non-Exempt-Lead	\$2,558.00	225	No
3291600150	00015105	FOOD SERVICE STEWARD 1*	Non-Exempt-Lead	\$2,118.00	128	No
3291600150	00012958	FOOD SERVICE STEWARD 1*	Non-Exempt-Lead	\$2,118.00	81	No
3291600150	00015102	FOOD SERVICE STEWARD 1*	Non-Exempt-Lead	\$1,861.00	3	No
3291600150	00077046	FOOD SERVICE STEWARD 1		\$1,785.00		
BCCX						
3291800150	01000923	FOOD SERVICE STEWARD 2	Non-Exempt-Lead	\$2,427.00	218	No
3291800150	00077916	FOOD SERVICE STEWARD 2	Non-Exempt-Lead	\$2,203.00	167	No
3291800150	00077918	FOOD SERVICE STEWARD 2	Non-Exempt-Lead	\$2,203.00	80	No
3291800150	01001019	FOOD SERVICE STEWARD 2	Non-Exempt-Lead	\$2,234.00	68	No
3291800150	01000922	FOOD SERVICE STEWARD 2	Non-Exempt-Lead	\$2,203.00	55	No
3291800150	00015572	FOOD SERVICE MANAGER 3	Exempt-Assistant Director/Mgr	\$3,246.00	45	No
3291800150	01001516	FOOD SERVICE STEWARD 2	Non-Exempt-Lead	\$2,083.00	32	No
3291800150	00015698	FOOD SERVICE STEWARD 2	Non-Exempt-Lead	\$2,083.00	28	No
3291800150	00015575	FOOD SERVICE STEWARD 2	Non-Exempt-Lead	\$2,092.00	24	No
3291800150	01001020	FOOD SERVICE STEWARD 2	Non-Exempt-Lead	\$2,083.00	23	No
3291800150	00077917	FOOD SERVICE STEWARD 2	Non-Exempt-Lead	\$2,066.00	21	No
3291800150	00015573	FOOD SERVICE ASST MGR 2	Non-Exempt-Supervisor	\$2,520.00	19	No
3291800150	01001008	FOOD SERVICE ASST MGR 2	Non-Exempt-Supervisor	\$2,620.00	19	No
3291800150	01001512	FOOD SERVICE STEWARD ASSOC*	Non-Exempt-Non-Supervisory	\$1,620.00	10	
3291800150	00077919	FOOD SERVICE STEWARD 2	Non-Exempt-Lead	\$2,066.00	9	No
3291800150	01000960	FOOD SERVICE STEWARD ASSOC*	Non-Exempt-Non-Supervisory	\$1,689.00	9	No
3291800150	01000961	FOOD SERVICE STEWARD ASSOC*	Non-Exempt-Non-Supervisory	\$1,689.00	9	Yes
3291800150	01000962	FOOD SERVICE STEWARD ASSOC*	Non-Exempt-Non-Supervisory	\$1,689.00	7	
3291800150	00015574	FOOD SERVICE STEWARD ASSOC*	Non-Exempt-Non-Supervisory	\$1,689.00	4	No
3291800150	01001541	FOOD SERVICE STEWARD 2	Non-Exempt-Lead	\$2,154.00	3	No
3291800150	01001514	FOOD SERVICE STEWARD ASSOC*	Non-Exempt-Non-Supervisory	\$1,620.00	1	No
3291800150	00015577	FOOD SERVICE STEWARD ASSOC*	Non-Exempt-Non-Supervisory	\$1,620.00	0	No
3291800150	01001513	FOOD SERVICE STEWARD ASSOC*	Non-Exempt-Non-Supervisory	\$1,620.00	0	No
3291800150	15577	FOOD SERVICE STEWARD ASSOC*	Non-Exempt-Non-Supervisory	\$1,620.00	0	No



DeptID	Position	Job Title	Manager Level	Base Comp (w/o PayDif)	Months of Service June 2010	VETERAN STATUS
3291800150	1001513	FOOD SERVICE STEWARD ASSOC*	Non-Exempt-Non-Supervisory	\$1,620.00	0	No
3291800150	00101944	FOOD SERVICE STEWARD 1		\$1,785.00		
3291800150	01001515	FOOD SERVICE STEWARD 1		\$1,785.00		
3291800150	00077915	FOOD SERVICE STEWARD 2		\$1,968.00		
3291800150	01000924	FOOD SERVICE STEWARD 2		\$1,968.00		
WTSP						
3294100150	00014206	FOOD SERVICE STEWARD 2	Non-Exempt-Lead	\$2,083.00	340	No
3294100150	00104273	FOOD SERVICE MANAGER 2	Exempt-Assistant Director/Mgr	\$3,687.00	310	No
3294100150	00014197	FOOD SERVICE STEWARD 2	Non-Exempt-Lead	\$2,465.00	213	No
3294100150	00107879	FOOD SERVICE STEWARD 2	Non-Exempt-Lead	\$2,465.00	213	No
3294100150	00014219	FOOD SERVICE ASST MGR 2	Non-Exempt-Supervisor	\$2,652.00	158	No
3294100150	00101830	FOOD SERVICE STEWARD 2	Non-Exempt-Lead	\$2,213.00	107	No
3294100150	00101896	FOOD SERVICE ASST MGR 2	Non-Exempt-Supervisor	\$2,652.00	90	No
3294100150	00101838	FOOD SERVICE WORKER	Non-Exempt-Non-Supervisory	\$1,972.00	88	No
3294100150	00014199	FOOD SERVICE STEWARD 2	Non-Exempt-Lead	\$2,168.00	38	No
3294100150	00101836	FOOD SERVICE STEWARD 1*	Non-Exempt-Lead	\$1,880.00	32	No
3294100150	00076670	FOOD SERVICE STEWARD 1*	Non-Exempt-Lead	\$1,880.00	19	No
3294100150	00101381	FOOD SERVICE MANAGER 3		\$3,053.00		
3294100150	00076668	FOOD SERVICE STEWARD 1		\$1,785.00		
3294100150	00076669	FOOD SERVICE STEWARD 1		\$1,785.00		
3294100150	00076671	FOOD SERVICE STEWARD 1		\$1,785.00		
3294100150	00101822	FOOD SERVICE STEWARD 1		\$1,785.00		
3294100150	00102338	FOOD SERVICE STEWARD 1		\$1,785.00		
3294100150	00102339	FOOD SERVICE STEWARD 1		\$1,785.00		
3294100150	00102340	FOOD SERVICE STEWARD 1		\$1,785.00		
3294100150	00014205	FOOD SERVICE STEWARD 2		\$1,968.00		
3294100150	00101820	FOOD SERVICE STEWARD 2		\$1,968.00		
3294100150	00101831	FOOD SERVICE STEWARD 2		\$1,968.00		
3294100150	00101832	FOOD SERVICE STEWARD 2		\$1,968.00		
3294100150	00120119	FOOD SERVICE STEWARD 2		\$1,968.00		
RMSI						
3294200150	00100782	FOOD SERVICE MANAGER 3	Exempt-Assistant Director/Mgr	\$4,168.00	321	No
3294200150	00101322	FOOD SERVICE STEWARD 2	Non-Exempt-Lead	\$2,706.00	302	Yes
3294200150	00100972	FOOD SERVICE ASST MGR 2	Non-Exempt-Supervisor	\$3,040.00	229	No
3294200150	00101323	FOOD SERVICE STEWARD 2	Non-Exempt-Lead	\$2,465.00	208	Yes
3294200150	00101324	FOOD SERVICE STEWARD 2	Non-Exempt-Lead	\$2,264.00	134	No
3294200150	00101370	FOOD SERVICE STEWARD 1*	Non-Exempt-Lead	\$2,118.00	106	No
3294200150	00101374	FOOD SERVICE STEWARD 1*	Non-Exempt-Lead	\$2,118.00	80	No
3294200150	00100782	FOOD SERVICE MANAGER 3	Exempt-Assistant Director/Mgr	\$3,384.00	59	No
3294200150	00107635	FOOD SERVICE STEWARD 1*	Non-Exempt-Lead	\$1,888.00	22	No
3294200150	00101368	FOOD SERVICE STEWARD 1*	Non-Exempt-Lead	\$1,880.00	8	No
3294200150	00101372	FOOD SERVICE STEWARD 1		\$1,785.00		
NECX						
3294300150	00102700	FOOD SERVICE MANAGER 3	Exempt-Assistant Director/Mgr	\$4,011.00	271	Yes
3294300150	00075538	FOOD SERVICE MANAGER 2	Exempt-Assistant Director/Mgr	\$3,390.00	261	No
3294300150	00106847	FOOD SERVICE STEWARD 2	Non-Exempt-Lead	\$2,438.00	203	No
3294300150	00103484	FOOD SERVICE STEWARD 2	Non-Exempt-Lead	\$2,697.00	178	No
3294300150	00103483	FOOD SERVICE STEWARD 2	Non-Exempt-Lead	\$2,444.00	121	No
3294300150	00103168	FOOD SERVICE ASST MGR 2	Non-Exempt-Supervisor	\$2,665.00	112	No
3294300150	00106771	FOOD SERVICE STEWARD 2	Non-Exempt-Lead	\$2,224.00	77	No
3294300150	00120120	FOOD SERVICE STEWARD 2	Non-Exempt-Lead	\$2,123.00	53	No
3294300150	00077160	FOOD SERVICE WORKER	Non-Exempt-Non-Supervisory	\$2,020.00	53	No
3294300150	00103482	FOOD SERVICE STEWARD 2	Non-Exempt-Lead	\$2,223.00	47	No
3294300150	00103475	FOOD SERVICE STEWARD ASSOC*	Non-Exempt-Non-Supervisory	\$1,689.00	10	No
3294300150	00103480	FOOD SERVICE STEWARD 2	Non-Exempt-Lead	\$2,052.00	9	No
3294300150	00103472	FOOD SERVICE STEWARD ASSOC*	Non-Exempt-Non-Supervisory	\$1,689.00	7	Yes
3294300150	00100139	FOOD SERVICE STEWARD ASSOC*	Non-Exempt-Non-Supervisory	\$1,689.00	5	No
3294300150	00103454	FOOD SERVICE STEWARD ASSOC*	Non-Exempt-Non-Supervisory	\$1,689.00	2	No
3294300150	00103476	FOOD SERVICE STEWARD ASSOC*	Non-Exempt-Non-Supervisory	\$1,689.00	2	No
3294300150	00103473	FOOD SERVICE STEWARD ASSOC*	Non-Exempt-Non-Supervisory	\$1,620.00	0	No
3294300150	00103485	FOOD SERVICE STEWARD ASSOC*	Non-Exempt-Non-Supervisory	\$1,689.00	0	No
3294300150	00120125	FOOD SERVICE STEWARD ASSOC*	Non-Exempt-Non-Supervisory	\$1,620.00	0	No
3294300150	00103169	FOOD SERVICE ASST MGR 2		\$2,393.00		
3294300150	00076697	FOOD SERVICE STEWARD 2		\$1,968.00		
3294300150	00103481	FOOD SERVICE STEWARD 2		\$1,968.00		
NWCX						
3294500150	00104635	FOOD SERVICE ASST MGR 2	Non-Exempt-Supervisor	\$3,055.00	276	No
3294500150	00104284	FOOD SERVICE MANAGER 3	Exempt-Assistant Director/Mgr	\$3,231.00	192	No
3294500150	00104653	FOOD SERVICE STEWARD 1*	Non-Exempt-Lead	\$2,021.00	129	No
3294500150	00104642	FOOD SERVICE STEWARD ASSOC*	Non-Exempt-Non-Supervisory	\$2,168.00	126	No
3294500150	00104599	FOOD SERVICE STEWARD 2	Non-Exempt-Lead	\$2,214.00	102	No
3294500150	00104640	FOOD SERVICE STEWARD 1*	Non-Exempt-Lead	\$2,021.00	72	No
3294500150	00104639	FOOD SERVICE STEWARD 1*	Non-Exempt-Lead	\$2,021.00	71	No
3294500150	00067788	FOOD SERVICE STEWARD 1*	Non-Exempt-Lead	\$2,032.00	38	No
3294500150	00104643	FOOD SERVICE STEWARD 1*	Non-Exempt-Lead	\$2,117.00	37	No
3294500150	00106646	FOOD SERVICE STEWARD 2	Non-Exempt-Lead	\$2,083.00	29	Yes
3294500150	00104597	FOOD SERVICE STEWARD 2	Non-Exempt-Lead	\$2,083.00	27	No
3294500150	00067787	FOOD SERVICE STEWARD 1*	Non-Exempt-Lead	\$1,888.00	23	No
3294500150	00104600	FOOD SERVICE STEWARD 2	Non-Exempt-Lead	\$2,083.00	21	No



DeptID	Position	Job Title	Manager Level	Base Comp (w/o PayOff)	Months of Service June 2016	VETERAN STATUS
3294500150	00067715	FOOD SERVICE STEWARD 2	Non-Exempt-Lead	\$2,083.00	15	No
3294500150	00067786	FOOD SERVICE STEWARD 1*	Non-Exempt-Lead	\$1,880.00	11	No
3294500150	00104652	FOOD SERVICE STEWARD 1*	Non-Exempt-Lead	\$1,880.00	8	No
3294500150	00067714	FOOD SERVICE STEWARD ASSOC*	Non-Exempt-Non-Supervisory	\$1,689.00	3	
3294500150	00101407	FOOD SERVICE STEWARD ASSOC*	Non-Exempt-Non-Supervisory	\$1,689.00	2	No
3294500150	00104598	FOOD SERVICE STEWARD ASSOC*	Non-Exempt-Non-Supervisory	\$1,689.00	2	No
3294500150	00106647	FOOD SERVICE STEWARD ASSOC*	Non-Exempt-Non-Supervisory	\$1,689.00	2	No
3294500150	00067785	FOOD SERVICE STEWARD ASSOC*	Non-Exempt-Non-Supervisory	\$1,689.00	1	No
3294500150	00104601	FOOD SERVICE STEWARD ASSOC*	Non-Exempt-Non-Supervisory	\$1,689.00	1	
3294500150	00067630	FOOD SERVICE ASST MGR 2	Non-Exempt-Supervisor	\$2,393.00	0	No
DSNF						
3294600150	00103822	FOOD SERVICE MANAGER 3	Exempt-Assistant Director/Mgr	\$3,553.00	214	No
3294600150	00104950	FOOD SERVICE STEWARD 2	Non-Exempt-Lead	\$2,300.00	176	Yes
3294600150	00104692	FOOD SERVICE ASST MGR 2	Non-Exempt-Supervisor	\$2,531.00	118	No
3294600150	00104951	FOOD SERVICE STEWARD 2	Non-Exempt-Lead	\$2,214.00	113	No
3294600150	00104952	FOOD SERVICE STEWARD 2	Non-Exempt-Lead	\$2,214.00	103	No
3294600150	00104956	FOOD SERVICE STEWARD 1*	Non-Exempt-Lead	\$1,971.00	44	Yes
3294600150	00104959	FOOD SERVICE STEWARD 1*	Non-Exempt-Lead	\$2,117.00	39	No
3294600150	00104958	FOOD SERVICE STEWARD 1*	Non-Exempt-Lead	\$1,880.00	14	No
3294600150	00104954	FOOD SERVICE STEWARD 1		\$1,785.00		
3294600150	00104955	FOOD SERVICE STEWARD 1		\$1,785.00		
3294600150	00104957	FOOD SERVICE STEWARD 1		\$1,785.00		
3294600150	00104953	FOOD SERVICE STEWARD 2		\$1,968.00		
MCCX						
3294700150	00067034	FOOD SERVICE MANAGER 3	Exempt-Assistant Director/Mgr	\$3,839.00	241	No
3294700150	00013884	FOOD SERVICE MANAGER 2	Exempt-Assistant Director/Mgr	\$3,218.00	144	No
3294700150	00077832	FOOD SERVICE STEWARD 2	Non-Exempt-Lead	\$2,213.00	110	No
3294700150	00104634	FOOD SERVICE ASST MGR 2	Non-Exempt-Supervisor	\$2,652.00	105	No
3294700150	00077218	FOOD SERVICE ASST MGR 2	Non-Exempt-Supervisor	\$2,652.00	69	No
3294700150	00077835	FOOD SERVICE STEWARD 2	Non-Exempt-Lead	\$2,223.00	60	No
3294700150	00067534	FOOD SERVICE STEWARD 1*	Non-Exempt-Lead	\$2,117.00	54	Yes
3294700150	00130517	FOOD SERVICE WORKER	Non-Exempt-Non-Supervisory	\$2,020.00	54	No
3294700150	00013885	FOOD SERVICE STEWARD 2	Non-Exempt-Lead	\$2,203.00	51	No
3294700150	00077834	FOOD SERVICE STEWARD 2	Non-Exempt-Lead	\$2,203.00	37	No
3294700150	00077833	FOOD SERVICE STEWARD 2	Non-Exempt-Lead	\$2,083.00	34	No
3294700150	00014139	FOOD SERVICE STEWARD 1*	Non-Exempt-Lead	\$1,888.00	33	No
3294700150	00013891	FOOD SERVICE STEWARD 2	Non-Exempt-Lead	\$2,083.00	27	No
3294700150	00013894	FOOD SERVICE STEWARD 1*	Non-Exempt-Lead	\$1,880.00	18	No
3294700150	00130516	FOOD SERVICE STEWARD 1*	Non-Exempt-Lead	\$1,861.00	14	No
3294700150	00129240	FOOD SERVICE STEWARD 1*	Non-Exempt-Lead	\$1,880.00	9	No
3294700150	00013886	FOOD SERVICE STEWARD ASSOC*	Non-Exempt-Non-Supervisory	\$1,689.00	8	No
3294700150	00013892	FOOD SERVICE STEWARD 2	Non-Exempt-Lead	\$2,073.00	7	No
3294700150	00075320	FOOD SERVICE STEWARD 2	Non-Exempt-Lead	\$2,052.00	3	No
3294700150	00077831	FOOD SERVICE STEWARD 2	Non-Exempt-Lead	\$2,052.00	2	No
3294700150	00013888	FOOD SERVICE STEWARD 1*	Non-Exempt-Lead	\$1,861.00	1	No
3294700150	00129239	FOOD SERVICE STEWARD 1*	Non-Exempt-Lead	\$1,861.00	1	No
3294700150	00130518	FOOD SERVICE STEWARD ASSOC*	Non-Exempt-Non-Supervisory	\$1,689.00	1	No
3294700150	00013890	FOOD SERVICE STEWARD 2		\$1,968.00		
3294700150	00077836	FOOD SERVICE STEWARD 2		\$1,968.00		
COOK CHILL				Annual Salary	LAST hire date	
Cook Chill		TRICOR COMMERCIAL DRIVER		\$31,200.00	10/06/2014	
Cook Chill		TRICOR FACILITIES MANAGER		\$61,320.00	7/1/2010	
Cook Chill		TRICOR COOK CHILL SUPERVISOR		\$29,076.00	06/25/2010	
Cook Chill		TRICOR COOK CHILL MANAGER		\$70,920.00	7/1/2010	
Cook Chill		TRICOR COOK CHILL SUPERVISOR		\$41,124.00	06/25/2010	
Cook Chill		TRICOR COMMERCIAL DRIVER		\$31,200.00	Vacant	
Cook Chill		TRICOR COMMERCIAL DRIVER		\$31,668.00	Vacant	
TriCor Central Office		TRICOR ACCOUNTING TECHNICIAN		\$27,864.00	01/16/2007	
Cook Chill		TRICOR COMMERCIAL DRIVER		\$32,352.00	10/04/2010	
Cook Chill		TRICOR COMMERCIAL DRIVER		\$31,668.00	02/06/2012	
TriCor Central Office		TRICOR COOK CHILL CUSTOMER RELATIONSHIP SPECIALIST		\$36,672.00	12/04/2000	
Bledsoe Correctional Complex		TRICOR FARM SUPERVISOR 1		\$29,076.00	12/19/2011	
TriCor Central Office		TRICOR ACCOUNTING TECHNICIAN 2		\$35,004.00	11/03/2014	
Cook Chill		TRICOR COOK CHILL SUPERVISOR		\$32,292.00	06/25/2010	
Cook Chill		TRICOR QUALITY CONTROL SUPV		\$39,816.00	11/16/2010	
Cook Chill		TRICOR BUYER PLANNER		\$37,008.00	07/27/2015	
Bledsoe Correctional Complex		TRICOR FARM SUPERVISOR 1		\$29,076.00	02/06/2012	
Cook Chill		TRICOR COOK CHILL DISTRIBUTION SUPERVISOR		\$31,452.00	06/25/2010	
Cook Chill		TRICOR COOK CHILL SUPERVISOR		\$31,872.00	06/25/2010	
Cook Chill		TRICOR COOK CHILL MANAGER		\$70,500.00	7/1/2010	
Cook Chill		TRICOR DAIRY SUPERVISOR		\$38,004.00	08/26/2014	
Bledsoe Correctional Complex		TRICOR FARM SUPERVISOR 1		\$30,516.00	02/01/2002	



Attachment 7 - Glossary

ACA Accreditation Audit Inspection – an inspection that is conducted every 3 years by an ACA inspection team that is measuring an institution's performance by ACA standards.

Adequate Relief Staff – the substitution of one employee for another on a fixed post requiring continuous coverage in order to accommodate the regular days off (RDO), annual leave (AL), sick leave (SL), training assignment (TA), or administrative leave (ADL) of the regularly assigned employee.

Ad-hoc reports – non reoccurring reports or extracts

American Correctional Association (ACA) – the accreditation body for correctional, jail and detention facilities. It develops standards for all areas of corrections and implements a system for accreditation for correctional programs, facilities and agencies based on these standards. Also, it supports laws and administrative procedures to safeguard the rights of corrections workers, victims, and offenders in the adult and juvenile correctional process.

Annual Inspection – a detailed observation and written evaluation of the appearance, physical condition, and overall operation of each unit since the previous inspection.

Annual Safety Inspection – a safety inspection conducted annually by the Statewide Safety Program Director or designee.

Annual Training – a Departmental requirement for staff and contract employees to attend annually at the training academy or elsewhere designated.

ANSI - the American National Standards Institute, an organization that oversees the creation, promulgation, and use of thousands of norms and guidelines that directly impact businesses in nearly every sector.

Associate Warden – the administrative staff member who is responsible for specific operational areas as designated by the Warden.

Associate Warden of Security – the administrative staff member who is responsible for security operations as designated by the Warden.

Blended Per Meal Rate – the rate of a meal that includes all additional items specified by contract

Bulk Feeding Method – quantity food preparation and service

Call outs – the process for inmates being called out to attend an appointment, i.e. medical, pills, etc., education, work assignments etc.



Chief Financial Officer – is responsible for the management and oversight of the Department’s annual budget.

Classification – the continuous process of assessing an inmate’s supervision and program needs to implement appropriate custody, supervision, and program assignments within the scope of TDOC resources and inmate cooperation.

Code Situation – a standard use of emergency codes used to identify situations that require an immediate response from assigned staff within the facility (fire, medical, security,)

Commissioner - the Commissioner of the Tennessee Department of Correction along with Deputies or Assistants as enumerated in the Contract.

Common Fare Approach – An appropriate religious diet for offenders whose religious dietary needs cannot be met by the Standardized Menu; the Common Fare Menu (CFM) meets or exceeds minimum daily nutritional requirements.

Community Supervision – is the Department’s section that supervises felony offenders who are released to parole by the Board of Parole and those sentenced by a court to probation supervision or Community Correction.

Compliance – the rating applied when a requirement is met at least 95% of the time during the inspection period. Any variance from this percentage must be approved by the team leader.

Confinement / Infirmary Meals – meals served in segregation or health services

Contingency Menu – A 72-hour inventory of shelf-stable meals to be kept on site at each facility and ready to be fed to inmates in the event of an emergency prohibiting regular food delivery and service as specified in the contract.

Contraband – To have, own, gain, or maintain control of item(s) which are either prohibited or not specifically authorized by departmental or institutional policy. Any such item(s) found in the possession individuals can lead to prosecution in a court of law.

Contract - this document, together with all written attachments, exhibits, amendments and modifications. The word “Agreement” also means this document, together with all written attachments, exhibits, amendments and modifications.

Contractor – The organizational entity serving as the primary Contractor with whom a contract will be executed. The term Contractor shall include all employees, subcontracts, agents, volunteers, and anyone acting on behalf of, in the interest of, or for the Contractor

Contractor Staff – individuals that are employed by the contractor

Contractor Staff Uniforms – uniforms provided by the contractor that do not resemble those of the Department’s correctional officers, other law enforcement entities or an inmate.



Contractor's Food Service Manager – individuals employed by the contractor to perform the duties and task of a food service manager.

Correctional Offender Management Electronic Tracking (COMET) - is the Commercial Off-The-Shelf (COTS) software application, and TOMIS replacement, which enables TDOC to effectively manage Offenders by utilizing current technologies; guided by the Correctional Technology Association's (CTA) standards and best practices.

Corrections Corporation of America (CCA) – Contractor that manages three TDOC facilities – South Central Correctional Facility, Hardeman County Correctional Facility and Whiteville Correctional Facility. CCA will manage a facility in Trousdale County beginning in early 2016.

Criminal Conviction – is the outcome of a criminal prosecution which concludes in a judgment that the defendant is guilty of the crime charged.

Criminal History Record Check – is a search of public records using the fingerprints of an applicant for criminal offenses such as felonies, misdemeanors, and DUIs. Could include offense type and date, court name, case number, outcome of the charges, and more.

Critical Violations -- Violations of State of Tennessee Food Regulations, which, if left uncorrected, are more likely than other violations to directly contribute to food contamination or illness. Examples of critical violations include poor temperature control of food, improper cooking, cooling, refrigeration, or reheating temperatures. These types of violations can create environments that cause bacteria to grow and thrive, which puts the consumer at risk for food-borne illness.

Culinary Arts – a vocational training which follows a curriculum approved by the Tennessee Department of Education and provides a Department of Education certificate upon graduation. A select number of vocational programs also offer certification through the Department of Labor and Apprenticeships.

Custom Reports – reports requested by an individual for a specific reason which may or may not be reoccurring.

Daily Population Count – the strict visible accounting of a number of inmates at a given place and time. Counts are usually conducted by requiring all inmates to be physically present in their assigned area. Inmate identification is normally necessary only in instances where the count is incorrect.

Days - mean calendar days unless otherwise stated in the Contract Section

Defect - means a condition in the product which does not meet requirements or end-user expectations (which may not be specified but are reasonable)

Deliverables - mean the set of products to be delivered to the State by the Contractor to fulfill the terms of this Contract



Department - the Tennessee Department of Correction

Deputy Commissioner of Operations – is responsible for the oversight of Inmate Classification, Facilities Planning and Construction, Information Technology and Maintenance for all facilities, as well as statewide inmate transportation.

Deputy Commissioner of Operations' designee –the administrative staff member who is responsible for specific areas as designated by the Deputy Commissioner of Operations.

Dietary Reference Intakes (DRI) – Minimal recommended nutritional guidelines for adults as published by the Institute of Medicine of the National Academies. Successor to RDA

Diet Receipts – TDOC Therapeutic Diet Order-CR1798 must be filed signed and dated by the inmate

Emergency Meals – Level 1 Emergency and Level 11 Emergency Meals

Emergency Response Plan – an Institutional plan developed to maximize TDOC resources necessary to recapture escapee(s) and to address the requirements of the Governor's Prison Escape Plan (GPEP) Emergency Situation – extraordinary situations deemed by the Department to warrant a change in normal operations.

Emergency Situation – extraordinary situations deemed by the Department to warrant a change in normal operations.

Emergent Situation – calling for prompt or urgent action

Employee Transition Process – the process by which current / former state employees involved in the Department's food service operations transition to the contractor.

Equipment Funds – Funds designated for equipment maintenance and repair.

Escape – having fled or absconded from the confines of an institution, its properties, authorized work location, and/or the supervision of employees to whom the inmate(s) is officially assigned. This includes failure to return from pass/furlough.

Facilities, Planning and Construction – a division within the Operation section of TDOC responsible for the planning and construction activities of the Department.

Facility – means a place, institution, building, set of buildings, structure, or area that is used by an agency for the confinement of individuals.

Facility Control Center (Central Control) – the central point of all control activity for a prison, i.e. the opening/ closing of doors and gates, the monitoring of doors and gates, etc.

Facility Point of Contact – an individual who is designated by the Warden at a facility



Failing Grade - a grade assigned to an inspection/audit that has been completed utilizing the Food Service inspection instrument by the Department or a state/federal inspection or an ACA accreditation audit.

Finger Food –Alternative meal service meeting nutritional requirements is provided as needed for inmates in segregation who may use food or equipment in a manner that may be hazardous to the inmate, staff, or other inmates. Warden/Designee approval is required.

Fiscal Services Staff – those individuals employed by the Department whose responsibility is for the operation of budget and fiscal operations.

Fiscal Year (FY) - the period beginning July 1 and ending June 30 of each year.

Food Preparation Area – area within a kitchen where food and food items are prepared under sanitize conditions.

Food Service Management – defined as managers who are responsible for organizing, managing and coordinating all of the daily functions within their department, as well as the staff members who carry out these functions.

Food Services Director – an individual who has statewide responsibility for the food service operation of the Department.

Food Services Staff – individual (s) who is involved in the food service operations for the Department.

Food Temperature requirements – Cold foods to be served 40 degrees F or less **Hot Food to be served 140 degrees F or greater . All other temperatures will adhere to the Serv Safe, National Restaurant Association Guidelines.**

Grease - is the byproduct of food service preparation in a food service operation.

Halal –Halal by definition means lawful or permissible. . Halal food is food that adheres to Islamic law, as defined by the Koran.

Hazard Analyses and Critical Control Points (HAACP) – is a management system in which food safety is addressed through the analysis and control of biological, chemical, and physical hazards from raw material production, procurement and handling, to manufacturing, distribution and consumption of the finished product.

Heating Ventilation Air Condition (HVAC) – is the technology of indoor and vehicular environmental comfort. Its goal is to provide thermal comfort and acceptable indoor air quality.

Holiday Menus –are defined by TDOC as Easter, Passover, Islamic, Ramadan, Islamic, Feast of Abraham, Thanksgiving, and Christmas.

Hours- means sequential hours unless otherwise stated in the Contract Section

House of Yahweh (HOY) – an inmate that has claimed his faith with House of Yahweh.



Hunger Strike – a method of non-violent resistance or pressure in which the inmate willingly abstain from some or all food, drink or both, for at least 72 consecutive hours.

Hypoglycemic episode – blood glucose level below 70 mg/dl. The most common reasons for hypoglycemia are too much insulin; too little food, or too much activity, Common symptoms include feeling shaky, sweaty, and having one's heart pound.

Inmate (Prisoner) – means any person incarcerated or detained in a prison or jail.

Inmate (Prisoner) Disciplinary Report – a written report of disciplinary offenses committed by the inmate while in TDOC custody.

Inmate (Prisoner) Grievance – a written complaint concerning the substance or application of a written or unwritten policy or practice, any single behavior or action toward an inmate by staff or other inmates, or any condition or incident within the Department or institution which personally affects the inmate complainant.

Inmate labor – labor that is performed by an inmate while in custody of the Department

Inmate time record – a written record that maintains the time an inmate has participated in the food service work program.

Inmate Transfers – the process of transferring an inmate from one institution to another.

Inmate Work Crew – a group of minimum supervised inmates who are outside the secure perimeter who are performing on an assigned work detail.

Inmate Worker Safety Training Record – Written documentation of all training provided to inmate workers on the subject of work safety.

Inspection Instrument – detailed forms used by each inspector in scoring compliance or noncompliance with appropriate mandates.

Inspection Period – the time period between the conclusion of the last formal inspection and the start of the current formal inspection.

Institution – means a place, building, set of buildings, structure, or area that is used by an agency for the confinement of individuals.

Institution Health and Facility Safety Officer - a TDOC employee who is charged with the responsibility of ensuring that a facility fire and safety requirements are met by utilizing codes, policies and procedures.

Institutional ID card – an identification card issued to an individual who works at that specific institution.

Institutional Security – means employees primarily responsible for the supervision and control of inmates, detainees, or residents in housing units, recreational areas, dining areas, and other program areas of the facility.



Kosher –Kosher means fit or proper. Kosher food is food that follows the laws of the Torah and the Rabbis and is acceptable for practicing Jewish inmates.

LEAN – is a way to focus on business processes so that one can maximize customer value and minimize roadblocks. It is a time-tested way to engage the creativity of every employee to make our processes better.

Liaison - a person or persons appointed and paid by the Department to monitor for the Department the implementation of this Contract. The Liaison may also be an official liaison between the State and the Contractor.

Liquid Diet – Medically indicated diet consisting of liquid substances.

Lock down – in cases of emergencies, or disruptions all inmates are returned to their housing units/cells, until such time as the institutional administration determines the inmates can be released to normal operations in total or in part.

Non-compliance status – the rating applied when a requirement is met less than 95% if the time during the inspection period. Any variance from this percentage must be approved by the team leader.

Non-Critical Violations -- Violations not directly related to the cause of food-borne illness, but if uncorrected, could impede the operation of the restaurant. The likelihood of food-borne illness in these cases is very low. Non-Critical violations, if left uncorrected, could lead to Critical violations. Examples of non-critical violations include a lack of facility cleanliness and maintenance.

Non-Standardized Menus – any menus not inclusive on the Standardized Menu Program

Occupational Safety and Health Administration (OSHA) – U.S. Department of Labor division charged with assuring safe and healthful working conditions for working men and women by setting and enforcing standards and by providing training, outreach, education and assistance.

Offender – any TDOC sentenced felon in a TDOC institution, privately managed facility, county jail/workhouse/penal farm, or on state supervised probation or parole.

Official Visitor – employees of the TDOC, other governmental agencies, or private sector who are conducting business at the institution.

On-Site Provider – Contractor or Contract employee who provides services to inmates within the facility.

Orientation (Security) – an on-site formalized process designed to introduce and familiarize new employees with information required to function according to job expectations. The



orientation schedule familiarizes new employees with a broad based operational view of the facility as a whole.

Outside Court – inmates who are participating in a court process outside of the inmate's assigned facility's secure perimeter

Parolee – an individual who is under the supervision or jurisdiction of any parole, probation or correctional authority.

Passing Grade – a grade assigned to an inspection/audit that has been completed utilizing the Food Service inspection instrument by the Department or a state/federal inspection or an ACA accreditation audit.

Plan of Corrective Action – a detailed explanation of how each deficiency noted in the Annual Inspection or subsequent inspection will be corrected. A Plan of Corrective Action shall include a statement identifying each deficiency, procedures for correcting each deficiency and an anticipated completion date.

Plate Waste Study – a study that evaluates the waste created by plate servings.

Policy - definite, stated course or method of action adopted and pursued by an agency which guides and determines present and future decisions and actions of that agency.

Policy Change Notice (PCN) – the mechanism by which a minor number of changes in a policy or as a housekeeping measure are accomplished.

Prenatal Snack Menu AM, PM, HS – snacks served in conjunction with the prenatal diet

Prison Rape Elimination Act (PREA) of 2003 – a federal law establishing a standard of zero tolerance for incidents related to sexual assault and rape on inmates/or offenders.

Probation Technical Violators Diversion Program (PTVDP) - is a program developed for inmates who have violated their terms of probation. Violators are transferred from a classification center to the Turney Center annex. Participants either work on a community service crew or attend GED classes during the day and complete treatment programs in the evening, with no "downtime" during the six month program. The community service work crew helps the participant establish good work habits and the treatment programs in the evening address issues such as substance abuse and cognitive behavior modification. When the violator nears completion of the program, the probation officer is notified that the probationer will be returning to the community and a release plan is prepared.

Probationer – an individual who is under the supervision or jurisdiction of any parole, probation or correctional authority.

Quality Control Report – a written quality control plan and manual provided by the contractor for each institution, designed to maintain a consistent level of high quality service. The quality control manual reflects a formalized, internal inspection format, providing daily, weekly, and monthly inspections.



Quality Damages – a monitoring system that evaluates the quality of the food service operations, which has standards associated with it and an assessment of a monetary fine for not meeting standards.

Recommended Daily Allowance (RDA) -- Federal minimum dietary recommendations for calories, fat, protein, vitamins and minerals for men, women and children.

Regular meals – meals appearing on the standardized menu

Relief – the substitution of one employee for another on a fixed post requiring continuous coverage in order to accommodate the regular days off, annual leave, sick leave, training assignment or administrative leave of the regularly assigned employee.

Religious Meals – a diet that consists of specific foods and/or food preparation techniques that accommodate religious dietary requirements.

Riot – inmate disturbance or uprising requiring more stringent staff vigilance, security procedures and possibly a facility lockdown to restore order and facility security.

Rules of Conduct – Written agency regulations rooted in agency policy on how inmates are to conduct themselves.

Satellite area – Facility area possibly adjacent to main compound /primary location or secondary facility in another location

Satellite kitchen – is defined as any kitchen on the compound excluding the central kitchen

Satellite site / facility – Secondary facility possibly adjacent to main compound /primary location or secondary facility in another location

Searches – Systematic security inspection of facility premises and occupants with the purpose of locating evidence, contraband, missing items or information concerning inmates unaccounted for during regular inmate counts.

Secure perimeter – External facility boundaries where entrance and egress are monitored for public, inmate and staff security.

Security Function – Purpose and or mission of the TDOC arm charged with maintaining the safe and secure operation of agency facilities

Security issue -- any event or occurrence in a facility kitchen, warehouse or dining room that is determined by the State or the Contractor to indicate a possible security breach or danger to contractor staff, facility staff and inmates.

Security Personnel - means employees primarily responsible for the supervision and control of inmates, detainees, or residents in housing units, recreational areas, dining areas, and other program areas of the facility.



Security Post – a location, area, or accumulation of tasks requiring surveillance, supervision, or control by specifically assigned personnel.

ServSafe – is an American National Standards Institute (ANSI) food safety certification program sponsored by the American Restaurant Association.

Special Alternative Incarceration Unit (SAIU) – a highly regimented, short-term military style program for selected non-violent offenders.

Special Event Meals – any meal not defined in the Standardized Menu Program

Specialty Meals – is defined as therapeutic, religious, sack lunches, work crew sack lunches, snacks, holiday meals, contingency meals, and any menu that is required other than the standardized menu.

Staff / Guest Meals – recorded on Form CR-0720, TDOC, Daily Meal Count

Staffing Pattern - each functional area by position, with an indication of shift assignment and number of days covered, relief factors and total staffing

Staffing Plan – written plan created by the Contractor and approved in writing by the State indicating the staffing positions and number of Contractor employees needed in each position to perform the responsibilities specified in the Contract's Scope of Services.

Standardized Menu Program – The program consisting of all specific diets served to the inmate population including the regular heart-healthy diet served to the general inmate population, therapeutic diet, holiday diet, religious diet, vegan diet, and vegetarian diet. Meals for each diet are to be served on a 28 day menu cycle. Each specific diet is standardized, i.e. the same statewide.

State - the State of Tennessee, including, but not limited to, the Department.

State Operated Institutions –penal facilities that are owned and operated by the Department

Statewide Safety Program Director – Directs the safety, life safety, property loss/risk management, and environmental compliance and related programs for all institutional facilities, Academy, and community supervision field offices within the Department of Correction

Strikes – see Hunger Strikes

Superintendent – is responsible for the day-to-day training operations of the Tennessee Correctional Academy.

Swill – is the kitchen refuse and garbage from a food service operation.

TDOC – Tennessee Department of Correction

TDOC Central Office - means offices located at 320 6th Ave. North, Rachel Jackson Building, Nashville, TN, 37243



TDOC Contract Monitor – a Department employee who is responsible for monitoring the contract.

TDOC Facility Safety Officer – the Warden’s designated staff member (s) assigned to manage, direct and supervise the institutional fire and safety programs.

TDOC Farm Produce – fruits and vegetables grown on TDOC property, which are cared for by TDOC staff and inmates.

TDOC Leadership – executive senior level staff that are responsible for various functional areas.

TDOC Medical Staff – those individuals either employed by the Department or employees of the medical or mental contract vendor who provide those services.

TDOC Operational Staff – individuals who are employed by the Department that have responsibility for the adult prison operations.

TDOC Policies - definite, stated course or method of action adopted and pursued by an agency which guides and determines present and future decisions and actions of that agency.

Tennessee Correction Academy (TCA) – the facility where TDOC and the Department of Children Services staffs are trained. It is both residential and non-residential training.

Tennessee Occupational Safety Health Administration (TOSHA) - a division of the Tennessee Labor and Workforce Development that is responsible for improving the occupational safety and health through enforcement of the general industry, construction and agricultural occupational safety and health standards in workplaces.

Tennessee Offender Management Information System (TOMIS) – the Department’s management information system that is the database for offenders.

Therapeutic diets – specific foods and/or menus developed by the TDOC Director of Food Service and Central Office Dietitian that are prescribed by an authorized health care professional as part of inmate’s medical or dental treatment.

TOMIS - means the Tennessee Offender Management Information System, a mainframe computer system that automates the management of information about offenders under the supervision of the Tennessee Department of Correction. TOMIS captures all offender related information at the point of origin to provide accurate and timely information to those who use it. If TOMIS is replaced by COMET during the term of the contract references to TOMIS will also refer to COMET.

Tool Control – an effective control plan to ensure that all tools used at the institution are utilized in a safe, economical, and secure manner and to ensure that accountability and responsibility for the issuance, storage, receipt, and disposal of tools is established.



Unauthorized Contact – contact by an inmate, staff member, official visitor or contractor that is unwarranted and violates TDOC policy, State Law, and/or the Federal Prison Rape Elimination Act (PREA).

Vocational Training – a program that provides transferable job skills and work ethic to help prepare inmates for post-release reentry and employment. Upon completion successful participants shall be provided a certificate of completion.

Warden - is responsible for the day-to-day operations of an institution.

Warden's designee – the administrative staff member who is responsible for specific operational areas as designated by the Warden.



TENNESSEE DEPARTMENT OF CORRECTION

THERAPEUTIC DIET ORDER

INSTITUTION: _____ LOCATION: _____

NAME: _____ NUMBER: _____ DATE OF BIRTH: _____

ALLERGIES: _____

POTENTIAL FOOD/DRUG INTERACTION: _____

TYPE OF REQUEST: New Renewal Change Cancel

TYPE OF DIET:

- Clear Liquid (3 days only) Full Liquid Mechanical Soft Bland Renal (includes HS snack)
- Pureed Finger Food Snacks - High-Fiber Hepatic-includes HS snack
- Low-fat/Low Cholesterol, No Added Salt AM PM HS Prenatal Diet
- Moderate Calorie/Carbohydrate (ADA) with No Added Salt (includes 3 meals with HS Snack)

DURATION: _____ Days START DATE: _____ STOP DATE: _____

SIGNATURE: _____ DATE: _____

Health Care Provider/Title

THIS SPECIAL DIET HAS BEEN EXPLAINED TO ME AND I UNDERSTAND I WILL BE CHARGED THE COST OF ANY MODIFIED MEAL I FAIL TO PICK UP.

Inmate's Signature

Date

THIS SECTION TO BE COMPLETED BY DIETARY SERVICES

DIETARY SERVICES (Comments compliance/noncompliance, i.e., failure to pick up diet, diet refusal, irregular use, etc.):

Diet Compliance/Noncompliance: (Circle Letter to Indicate Noncompliance)

B = Breakfast

L = Lunch

D = Dinner

MONTH _____

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B
L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L
D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D

MONTH _____

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B
L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L
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MONTH _____

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B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B
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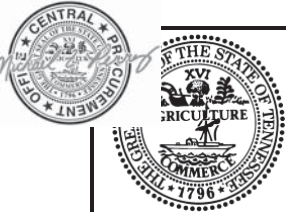
MONTH _____

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B
L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L
D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D

SIGNATURE: _____

DATE: _____

Authorized Food Service Representative/Title

 <p style="text-align: center;">ADMINISTRATIVE POLICIES AND PROCEDURES State of Tennessee Department of Correction</p>	Index #: 110.01	Page 1 of 4
	Effective Date: June 1, 2013	
	Distribution: A	
	Supersedes: 110.01 (10/15/08) PCN 11-28 (7/15/11)	
Approved by: Derrick D. Schofield		
Subject: PRE-SERVICE (BASIC) TRAINING POLICY AND EMPLOYEE ORIENTATION		

- I. AUTHORITY: TCA 4-3-603, TCA 4-3-606, TCA 4-1-116, TCA 41-1-407, and Prison Rape Elimination Act of 2003 standard 115.31.
- II. PURPOSE: To implement policy and procedures for the provision of training for newly hired and rehired Tennessee Department of Correction (TDOC) employees.
- III. APPLICATION: To all TDOC employees.
- IV. DEFINITIONS:
 - A. Basic Correctional Officer Training (BCOT): A program designed to prepare cadets for the conditions personnel can expect working in an adverse correctional environment and security protection procedures. The students learn the essentials needed to survive in the correctional environment. The first two weeks of the training program are conducted at the hiring facility and the remaining four weeks of the program are conducted at the Tennessee Correction Academy.
 - B. On-the-Job Training: A formalized training experience in which the field training officer/supervisor/experienced officer observes the correctional officer in the actual performance of his/her duties and provides and documents constructive and corrective feedback in required areas.
 - C. Orientation: An on-site formalized process designed to introduce and familiarize new employees with information required to function according to job expectations. The orientation schedule familiarizes new employees with a broad based operational view of the facility as a whole.
 - D. Pre-service: Basic training course designed to provide new institutional employees with fundamental knowledge and skills necessary to function according to job expectations.
 - E. Probation and Parole Officer (PPO): An officer who serves and protects the public by supervising adult felony offenders by ensuring that standard and special conditions of probation and or parole are met.
- V. POLICY: All new TDOC employees shall receive orientation and pre-service training prior to being assigned to independent job responsibilities. Further, those placed in security classifications shall also receive on-the-job training prior to independent job assignments.
- VI. PROCEDURES:
 - A. All new full-time institutional non-security series personnel shall receive a minimum of 40 hours work site orientation, preferably prior to attending the Academy. All new security series employees shall receive a minimum of 80 hours work site orientation and on-the-job training prior to attending the Academy. Part-time employees, volunteers, contract staff, employees who are permanently (not temporarily to cover staff shortages) transferring from one location to another and full-time employees returning from over a year of active military duty shall receive a minimum of 20 hours of work site orientation appropriate to their assignments



Subject: PRE-SERVICE (BASIC) TRAINING POLICY AND EMPLOYEE ORIENTATION

- B. All new full time employees in Central Office and the Tennessee Correction Academy (TCA) shall receive 40 hours of orientation prior to being assigned independent job responsibilities.
- C. The institutional orientation training shall include, at minimum, the following topics:
1. The institution's mission, goals, and vision
 2. Security/contraband policies and procedures
 3. Key and tool control
 4. Appropriate conduct with offenders and co-workers
 5. Employee rights and responsibilities
 6. Universal precautions and communicable diseases
 7. Personal protective equipment/bio-hazardous waste disposal.
 8. Prohibitions concerning workplace harassment (including sexual harassment)
 9. Fire safety and emergency evacuation procedures, and 4-minute response.
 10. Supervised job-shadowing opportunities.
 11. CISM (Critical Incident Stress Management)
 12. Title VI (Civil Rights Act of 1964)
 13. Suicide prevention
 14. Emergency operation plans
 15. Overview of roles of Rehabilitative Services and TRICOR
 16. Prison Rape Elimination Act
- D. All training specialists shall complete or have already completed the 40-hour Training for Trainers' course or its equivalent at TCA.
- E. By June 30 of each year, TCA (in conjunction with institutional training specialists) shall review the new employee orientation schedule of each facility and modify as needed to assure all required items are being taught during orientation.
- F. The institutional training specialists shall meet with all new full-time employees prior to pre-service training to discuss:
1. The general purpose of pre-service training.
 2. How the person can prepare him/herself to gain the most from training.
 3. The subject matter to be covered.
 4. The kind of performance expected from the person in the classroom.
 5. Opportunities to be provided to allow the employee to apply the new knowledge.
 6. How newly gained skills shall be used when the training is completed.
 7. The requirement that they read the *Academy's Trainee Handbook* prior to attending.
- G. New facility employees and rehired non-security employees who have been separated from TDOC for more than one year, except clerical/support employees with minimal offender contact, must attend pre-service training in the appropriate category before being assigned independent job responsibilities and/or before unsupervised offender contact occurs. All pre-service training shall be provided by the Tennessee Correction Academy in compliance with American Correctional Association standards. Pre-service training requirements for TDOC employees who change position classifications shall be determined by the Warden.



- H. All rehired employees in the security series, including correctional clerical officers and inmate relations coordinators, who originally completed their pre-service training curriculum and who have been separated from TDOC for less than one year shall attend an abbreviated version of pre-service training. This abbreviated training shall consist of Week One and Week Two of orientation/OJT at the institution, followed by Week Three BCOT at the Academy, to be followed by the 32 hours in-service Adult Security training. After completion of these ~~two~~ four weeks, the employee can be assigned independent job responsibilities and unsupervised offender contact. Rehired employees who have been separated for more than one year and less than two years are also eligible for an abbreviated version subject to the Warden's approval.
- I. All correctional officer series employees returning from over a year of active military duty shall attend an abbreviated version of the Academy's pre-service training. This abbreviated training shall consist of Week Three BCOT at the Academy, to be followed by successful completion of firearms lab and weapons qualification. The firearms training may be accomplished either at the Academy or at the institution. A minimum 40 hour OJT Program will follow in accordance with Policy #110.01.1.
- J. All rehired non-security institutional employees who originally completed their prescribed pre-service training curriculum and have been separated from TDOC for less than one year (i.e., counselors, maintenance personnel, food service staff, medical staff, etc.) shall complete the appropriate 40-hour in-service training course (including Day 1 mandatory core training) at the earliest scheduled offering. All non-security institutional employees returning from over a year of active military duty shall attend a minimum of 20 hours of work site orientation appropriate to their assignments, followed by the appropriate 40 hour in-service training at the earliest scheduled offering.
- K. All new employees in the Field Services series, including PPO and support staff, shall receive a minimum of 40 hours of work site orientation appropriate to their assignments, followed by Weeks One through Six of Basic Probation Parole Officer Training at the Academy for PPOs and only Week Six for support staff. All personnel returning from over a year of active military service shall receive a minimum of 40 hours of work site orientation appropriate to their assignments and attend Weeks One through Two of the Probation Parole Officer Use of Force Training at the Academy.

It is the responsibility of the new employee's immediate supervisor to see that the requirement of 40 hours of on-the-job orientation is provided. Even in some categories that suggest other personnel as the trainer, the supervisor may still need to provide the training. For instance, outlying Field Services offices do not have a full-time Training Coordinator, and the supervisor may not wish to wait until a Training Coordinator is there. In that event, the supervisor can cover the material, and sign off on it, and refer the new employee to the Training Coordinator if there are any questions.

- L. The Field Services orientation training for probation and parole officers (PPO) shall include, at minimum, the following topics:
1. General Orientation
 2. Personnel Issues
 3. Supervisor Orientation
 4. Setting Up Office
 5. Computer Assignment



Subject: PRE-SERVICE (BASIC) TRAINING POLICY AND EMPLOYEE ORIENTATION

6. TDOC Overview
7. Edison
8. NCIC and TIES
9. Probation/Parole Policies
10. Caseload Orientation
11. Interstate Compact
12. Violation Reports
13. Field/Court/Hearing Observation
14. Sex Offender Registry
15. Victim's Rights
16. Training
17. Community Service
18. Volunteer Program

M. The Field Services orientation training for support staff shall include, at minimum, the following topics:

1. General Orientation
2. Personnel Issues
3. Supervisor Orientation
4. Office Orientation
5. Computer Assignment
6. TDOC Overview
7. Edison
8. NCIC and TIES
9. Probation/Parole Policies
10. Overview of Programs
11. Support Staff Duties
12. Account Clerk Overview
13. Training
14. Victim's Rights

N. All rehired employees in the Field Services series, including PPOs and support staff, who originally completed their pre-service training curriculum and who have been separated from TDOC for less than one year shall attend an abbreviated version of pre-service training. This abbreviated training shall consist of the 40 hour orientation at a field services office, followed by Week Three Pre-Service Field Services training at the Academy.

O. All rehired employees in the Field Services series, including PPO and support staff, who originally completed their pre-service training curriculum and who have been separated from TDOC for more than one year shall receive a minimum of 40 hours of work site orientation appropriate to their assignments, followed by Weeks One through Three of Pre-Service Field Services training at the Academy for a PPO, and only Week Three for support staff.

VII. ACA STANDARDS: 2-CO-1D-05, 4-4088, and 1-CTA-3A-02.

VIII. EXPIRATION DATE: June 1, 2016.



ADMINISTRATIVE POLICIES
AND PROCEDURES
State of Tennessee
Department of Correction

Index #: 110.01.1

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Effective Date: December 15, 2012

Distribution: A

Supersedes: 110.01.1 (2/1/09)

Approved by: Derrick D. Schofield

Subject: NEW CORRECTIONAL OFFICER ON-THE-JOB TRAINING

- I. AUTHORITY: TCA 4-3-603, TCA 4-1-116, and TCA 4-1-407.
- II. PURPOSE: To establish a standard on-the-job training program for all new correctional officers upon completion of training at the Tennessee Correction Academy (TCA) and/or newly assigned field training officers.
- III. APPLICATION: Wardens, Tennessee Department of Correction (TDOC) Director of Training, Superintendent of TCA, institutional field training officers, institutional training specialists, and all employees in the security and unit management series.
- IV. DEFINITIONS:
 - A. Field Training Officer (FTO): An institutional employee assigned to deliver job specific training to new correctional officers (COs) reporting to their job site both prior to and following graduation from the Academy. The FTO serves as a non-supervisory advisor to new correctional officers. The FTO may wear a gold FTO insignia if a ranking officer (or silver if non-ranking) centered one inch above the nametag.
 - B. Institutional Field Training Officer (IFTO): A ranking institutional employee assigned to coordinate and oversee all Field Training Officer (FTO) assignments. The IFTO provides initial training to those employees approved to serve as field training officers to the new COs. The IFTO may be available for other duties as determined by the Training Specialist. The IFTO may wear a gold FTO insignia centered one inch above the nametag.
 - C. New Correctional Officer: Newly hired correctional officers (COs) and correctional clerical officers (CCOs) during the 90 day period following basic training at the Tennessee Correction Academy. Former correctional officers and correctional clerical officers who completed probation during their prior period of employment as COs or CCOs and who are rehired within twelve months of separation from the TDOC, shall not be required to participate in the OJT programs if rehired at the same institution in which they formerly worked.
 - D. On-The-Job Training (OJT): A formalized training experience in which the field training officer/institutional field training officer observes the correctional officer in the actual performance of his/her duties, provides documentation, explanation, demonstration, and practices of specific job tasks. Constructive and corrective feedback will be provided as required.
- V. POLICY: It is the policy of the TDOC that a minimum of 80 hours OJT be administered to all new COs both prior to and upon completion of the basic training program at the TCA. In addition, the FTO will provide all new COs with advisement for a minimum of 90 days to facilitate a successful adjustment to the correctional environment.



Subject: NEW CORRECTIONAL OFFICER ON-THE-JOB TRAINING

VI. PROCEDURES:

- A. Upon initial hire, each new CO will be assigned to an FTO for instruction on job specific tasks and procedures, and for advice and guidance regarding situations encountered during the first 90 days of assignment to a permanent post.
- B. Rehired COs separated for less than one year prior to rehire at the same facility shall be exempted from OJT and the mentoring period at the Warden's discretion.
- C. OJT will consist of a minimum of 80 hours of supervised institutional training and specific security procedures, practices, and post assignments.
- D. TCA shall train IFTOs and provide a standardized OJT manual and lesson plan. The TDOC Director of Training or designee shall monitor the IFTO/FTO programs by conducting on-site visits and, in conjunction with TCA, updating the OJT manual and lesson plan no less frequently than every two years.
- E. The IFTO will complete a basic IFTO training class at TCA in order to train all FTOs in the OJT program in a consistent and standardized format.
- F. The IFTO will ensure that each officer is familiar with the following posts/areas and related documentation for the various shifts:

Recreation Yards/Ballfields	Gymnasium
Dining rooms/Kitchen	Visitation gallery
Perimeter Patrols	All Program areas
Checkpoints	Vehicle Gates
Medical area (clinics)	Outside work details
Count Room	Mail Room
Industrial plants, including TRICOR	Intake area/inmate property room
Segregated housing units	Dormitory style units, where applicable
General population housing units	

The familiarization process for each post shall be documented on the Trainee Post Checklist, CR-3595. The IFTO shall determine the length of OJT time needed at that institution to accomplish this task

- G. Throughout the OJT process, the new officer will be assigned to as many posts as possible under the guidance of an FTO.
 - 1. These temporary post assignments for training purposes will be made by the IFTO after consultation with the shift supervisor. Discussion of the officer's ability and institutional needs should occur at this time to ensure the most suitable placement based on the officer's skills.



Subject: NEW CORRECTIONAL OFFICER ON-THE-JOB TRAINING

2. During this period of training, the new officer will receive instruction and demonstrate the use of any post-specific equipment and documentation as outlined with the Module Checklists (See *OJT Manual*).
 3. Due to limited inmate movement and activities, third shift assignments are not appropriate except for those officers who will be assigned to the third shift.
- H. The IFTO/FTO shall provide constructive feedback to the new officer throughout the OJT program, and complete a written evaluation at the end of the training period utilizing the Final OJT Observation Report, CR-3598. The final OJT observation report will be reviewed and signed by the officer and placed in the OJT training file by the IFTO upon assignment to a permanent post.
- I. After completing the OJT program, each new officer shall complete a standardized field training Program Evaluation, CR-3597. The completed form will be forwarded to and maintained by the institutional training specialist, with a copy to the IFTO.
- J. The IFTO, with the assistance of the administrative lieutenant and/or shift commander, shall identify and correct any performance deficits prior to a new CO being given an independent post assignment.
- K. Upon completion of OJT, the post assignment officer will make permanent post assignments after consulting with the IFTO. Careful consideration of the officer's ability and institutional needs should be discussed, thereby allowing for the most suitable placement based upon the officer's skills. Upon assignment to a permanent post, each new CO shall be assigned an FTO who will serve as an advisor.
- L. All FTOs shall be selected from the institutional work force and approved by the Unit Training Advisory Committee and IFTO, subject to the Warden's approval, based upon the following criteria:
1. FTOs shall either be employed in the correctional officer or unit management series, or shall have adequate knowledge of security procedures as determined by the Unit Training Advisory Committee.
 2. The employee should have credibility in correctional matters, promote harmonious working relationships, and actively support administrative policies and procedures.
 3. The employee should have attained a rating of at least three or more on his/her most recent annual performance evaluation.
 4. The employee should not have received any disciplinary action within the past 12 months.
 5. Volunteers should be utilized whenever possible to serve as FTOs. However, the IFTO will select FTOs based on institutional needs.



Subject: NEW CORRECTIONAL OFFICER ON-THE-JOB TRAINING

- M. The IFTO shall be responsible for providing a minimum of four hours of on-site initial training to each employee approved to serve in the capacity of FTO.
- N. Upon completion of this training, the IFTO shall make FTO assignments to ensure all new correctional officers have an FTO available for a 90 day period following the new officer's completion of OJT.
- O. Upon assignment, the FTO advisor shall conduct an initial interview with the new CO, which shall include the following:
 - 1. An overview of the program's purpose and the FTO advisor/new CO relationship. The new CO must be assured that the program is one of confidential employee assistance, breached only for reasons of personal safety or violations of policy and procedure.
 - 2. An assessment of the basic training program just completed by the new CO. Any program deficits identified will be relayed to the institutional training specialist, who shall share the information with the Warden and IFTO, as well as forward any major deficits to the TDOC Director of Training for review.
- P. During the 90 day duration of the program, the FTO advisor will maintain a pattern of regular contact with the new CO.
- Q. Upon completion of the new COs involvement in the program, the IFTO will conduct an exit interview with the FTO advisor and CO, reviewing his/her perceptions of the process and noting significant items and comments. The IFTO shall provide documentation of program completion to the training specialist to incorporate into the new COs training record/file.
- R. The institutional training specialist shall be responsible for maintaining all permanent records pertinent to the employee OJT process.
- S. Only Wardens/designees shall release FTO advisors from the program prior to its conclusion. In the event of such release, the CO shall be assigned a new FTO advisor immediately, with input from the outgoing FTO advisor.

VII. ACA STANDARDS: 2-CO-ID-05, 4-4075, 4-4076, 4-4077, 4-4082 through 4-4086, and I-CTA-3A-02.

VIII. EXPIRATION DATE: December 15, 2015.



**TENNESSEE DEPARTMENT OF CORRECTION
ON-THE-JOB TRAINING
PROGRAM EVALUATION**

To be completed by the trainee

Trainee _____	Date _____
Field Training Officer (FTO) _____	Phase (Circle One): Institutional Orientation (1 Wk) OJT Program (2 Weeks)
Institution _____	

Circle the number that closest describes your opinion, with (1) being "I disagree totally", and (5) being "I agree totally".

Please print comments below each area.

1. This training was appropriate 1 2 3 4 5

2. The FTO ensured adequate time was available for one-on-one training 1 2 3 4 5

3. The FTO was knowledgeable about policies and procedures 1 2 3 4 5

4. The FTO was very helpful and professional at all times 1 2 3 4 5

What could be improved or added to make this program more useful?

What are some of the most useful aspects of this program?

Additional Comments:



**TENNESSEE DEPARTMENT OF CORRECTION
ON-THE-JOB TRAINING
TRAINEE POST CHECKLIST**

INSTITUTION: _____

TRAINEE'S NAME: _____

FIELD TRAINING OFFICER'S (FTO) NAME: _____

POST: _____

PROCEDURE/TASK	POST OFFICER INITIALS	TRAINEE INITIALS	DATE

COMMENTS: _____



TENNESSEE DEPARTMENT OF CORRECTION
On-The-Job Training
FINAL OJT OBSERVATION REPORT

Trainee: _____ Institution: _____

 Institutional Field Training Officer (IFTO)

 Date

Item #		Not Acceptable		Acceptable			Superior	
		1	2	3	4	5	6	7
	APPEARANCE							
1	General Appearance	1	2	3	4	5	6	7
	ATTITUDE	1	2	3	4	5	6	7
2	Acceptance of Feedback	1	2	3	4	5	6	7
3	Integrity/Ethics	1	2	3	4	5	6	7
4	Cooperation	1	2	3	4	5	6	7
5	Dependability	1	2	3	4	5	6	7
6	Flexibility	1	2	3	4	5	6	7
7	Maintaining Order W/out Unnecessary Tension	1	2	3	4	5	6	7
8	Interaction with Fellow Employees	1	2	3	4	5	6	7
9	Self-assurance and Control	1	2	3	4	5	6	7
10	Tolerance	1	2	3	4	5	6	7
11	Understands and Follows Directions	1	2	3	4	5	6	7
	KNOWLEDGE							
12	Computer Skills	1	2	3	4	5	6	7
13	Inmate Rules and Application of Discipline	1	2	3	4	5	6	7
14	Physical Layout of Facility	1	2	3	4	5	6	7
15	Knowledge of Policy and Procedure	1	2	3	4	5	6	7
	PERFORMANCE							
16	Reaction to Crisis Situations	1	2	3	4	5	6	7
17	Emergency Procedures	1	2	3	4	5	6	7
18	Officer Safety	1	2	3	4	5	6	7
19	Oral Communication	1	2	3	4	5	6	7
20	Radio and Telephone Usage	1	2	3	4	5	6	7
21	Written Communication	1	2	3	4	5	6	7
22	Searches	1	2	3	4	5	6	7
23	Use of Force	1	2	3	4	5	6	7



ADMINISTRATIVE POLICIES
AND PROCEDURES
State of Tennessee
Department of Correction

Index #: 110.04

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Approved by: Derrick D. Schofield

Subject: TRAINING PLANS, RECORDS, AND REPORTS

- I. AUTHORITY: TCA 4-3-603 and TCA 4-3-606.
- II. PURPOSE: To establish a standard method of documenting all records and reports pertaining to training.
- III. APPLICATION: Assistant Commissioners, Wardens, Superintendent of TCA, and Training Coordinators, and employees of Tennessee Rehabilitative Initiative in Corrections (TRICOR).
- IV. DEFINITIONS:
 - A. Annual Training Plan: A document developed by a major organizational unit that addresses current job-related training needs of that unit.
 - B. Major Organizational Unit: Those units designated as being responsible for submitting an annual training plan to the Director of Training, Tennessee Department of Correction (TDOC).
 - C. Training Record: An electronic or manual (hard copy) program that reflects an on-going record of training completed by a TDOC employee.
 - D. Training Reports: Any report, including but not limited to minutes of Training Advisory Committee (TAC) meetings, needs assessments and surveys, training goals, and objectives.
- V. POLICY: It is the policy of the TDOC that a standard training record be maintained for all employees, that minutes of all Training Advisory Committee meetings be maintained, and that a current annual training plan be kept on file by each unit. All training delivered should be based upon a process of needs assessment to insure that it is consistent with organizational philosophy and required job-specific conceptual knowledge or required skill.
- VI. PROCEDURES:
 - A. Completed training shall be recorded in a format established by the Commissioner in an electronic or manual (hard copy) program designated by the Warden/Superintendent and shall be maintained at the employee's assigned unit by the training coordinator.
 - 1. It shall be each employee's responsibility to notify the unit training coordinator upon completion of a training activity outside the facility.
 - 2. Training coordinators are responsible for recording completed training in the designated training program in a timely and accurate manner.



Subject: TRAINING PLANS, RECORDS, AND REPORTS

- B. The training coordinator shall maintain the training record for the current fiscal year and retain the electronic or manual file after the year-end and each fiscal year thereafter.
- C. The training coordinator shall retain all training records utilized prior to the effective date of this policy on all current employees of the unit.
- D. Training Record Disposition is as follows:

1. A hard copy of the employee's training record will be placed in the individual's unit personnel file prior to its being forwarded to another major organizational unit upon employee reassignment/transfer. The hard copy of the training record will be removed from the unit personnel file by the personnel section of the major organizational unit receiving the reassigned employee and turned over to the unit training coordinator for retention and maintenance.
2. When an employee terminates employment with the TDOC, a hard copy of the employee's training record shall be placed in the personnel file. The personnel file shall be sent to TDOC Central Office for forwarding to the Tennessee Department of Human Resources (TDHR). Also, the training coordinator at the work unit from which the employee is terminated shall retain an electronic copy of the former employee's training records, copied to an inactive employee section of the program. A copy may be given to the departing employee. If a manual training record format is designated by the Warden/Superintendent at that work site, a copy shall be retained in a separate file of terminated employee training records.

The records of terminated employees should be retained for a minimum of two full years after the employee's separation date

- E. Training Documentation for Central Office Employees:

1. Each supervisor/manager approving training requests should ensure the employee's availability to attend requested training or canceling in sufficient time (usually seven days prior to start date of training) so the Department will not be billed.
2. The central office fiscal office shall receive billing for training of central office employees by the TDHR and Office of Information Resources (OIR), including contract agencies. A copy of this billing will be submitted to the training officer for posting to the employee's computerized training record.
3. A cross reference will be made by checking the TDHR Training Information Screen which shows individuals who complete TDHR/OIR training for which CEUs were awarded. TDHR will send the completion of training to the training officer and the officer will make a copy for placement in the employee's training record.



Subject: TRAINING PLANS, RECORDS, AND REPORTS

4. The employee shall be responsible for notifying the training officer when completing out-service, specialty, and conference type training. A copy of the brochure or other information describing the training shall be provided to the training officer, along with a statement regarding the number of hours to be credited. Employees completing training where certificates of completion are issued may provide a hard copy for filing in their training record.
 5. TCA shall electronically send to the appropriate training coordinator a record of training completed by the employees.
- F. The unit training coordinator in conjunction with the unit training advisory committee shall be responsible for preparing the annual training plan for his/her unit during the last quarter meeting of the fiscal year. They shall:
1. Identify and resolve problems that were encountered during the prior year regarding meeting training goals and objectives.
 2. Review assessments from the classes conducted during the prior year and enter adjustments to institutional produced training.
 3. Develop the annual training plan to include at a minimum the following:
 - a. A breakdown of the number of staff in each category and the proposed method and location of meeting staff training needs.
 - b. Ensure that all orientation, pre-service, and in-service training needs are addressed.
 4. Completed annual training plans shall be forwarded by May 31 of each year to the TDOC Director of Training.
- G. The training coordinator shall ensure that minutes are maintained of all Unit Training Advisory Committee meetings.
- H. The training coordinator shall provide to all work site program and department heads, an In-service Training Needs Assessment Survey, CR-3685, for their evaluation and completion to be used to forecast and determine in-service staff training needs.
1. Surveys circulated at the worksite shall be of sufficient number to reasonably allow for managerial input into the training necessary for all employee categories served through the Academy.
 2. Completed surveys will be forwarded to the Academy Director for collation and inclusion into a prioritized listing for curriculum development by November 1 of each year.
- I. Training is assessed and evaluated on an ongoing basis through the office of the Director of Training.



Subject: TRAINING PLANS, RECORDS, AND REPORTS

1. The Academy shall utilize the In-service Training Needs Assessment Survey, CR-3685, the end of training evaluations completed by participants, and the executive service mandates to prioritize and design all subject matter and curricula.
2. On an annual basis the Superintendent/designee shall prepare and provide a summary of subject matter evaluations and recommendations for future training to be approved by the departmental (TAC) for curricula approval and planning purposes.
3. The TCA curriculum and subject matter shall be approved by the departmental TAC.
4. Institutional curriculum shall be approved by the local TAC. Academy staff will assist with institutional curriculum reviews when requested.

VII. ACA STANDARDS: 4-4073, 4-4075, and 4-4076.

VIII. EXPIRATION DATE: December 15, 2015.



**TENNESSEE DEPARTMENT OF CORRECTION
IN-SERVICE TRAINING NEEDS ASSESSMENT SURVEY**

INSTITUTION

DATE

FISCAL YEAR

for (POSITION CATEGORY)

In each training category, items should be listed in order of priority with one (1) being the highest value and with five (5) being of lower urgency.

ORGANIZATIONAL PHILOSOPHY:

Please list those items that in your observation and/or estimation would further the Department's stated strategic mission, values and goals, by the development and delivery of employee In-Service training in the following topic areas:

1. _____
2. _____
3. _____
4. _____
5. _____

CONCEPTUAL KNOWLEDGE:

Please list those items that in your observation and/or estimation would enhance employee effectiveness in the area of policy understanding and compliance, by the development and delivery of employee In-Service training in the following topic areas:

1. _____
2. _____
3. _____
4. _____
5. _____



ADMINISTRATIVE POLICIES
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Index #: 110.05

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PCN 13-20 (4/15/13)
PCN 12-8 (4/1/12)

Approved by: Derrick D. Schofield

Subject: IN-SERVICE TRAINING POLICY

- I. AUTHORITY: TCA 43-603, TCA 43-606, TCA 41-1-116, TCA 41-1-407, and Prison Rape Elimination Act of 2003 standard 115.31(c).
- II. PURPOSE: To implement policy and procedures for the provision of in-service training for Tennessee Department of Correction (TDOC) employees.
- III. APPLICATION: All TDOC employees.
- IV. DEFINITIONS:
 - A. Central Office Training Specialist: Central Office staff member who coordinates all Central Office staff training requests and processes.
 - B. Core Curriculum: Twenty-four hours of departmental training provided annually within each region.
 - C. Departmental Training Advisory Committee: A group of employees selected by the Commissioner from recommendations made by the Deputy Commissioners, Assistant Commissioners, and the Chief Financial Officer.
 - D. In-Service Training: Yearly training courses offered by any Tennessee state agency [Tennessee Correction Academy (TCA), Department of Human Resources (DHR), Office of Information Resources (OIR), etc.] to enhance employee knowledge and skills.
 - E. Out-Service Training: Training courses, seminars and/or workshops sponsored by federal, state, and non-governmental agencies outside Tennessee state government.
- V. POLICY: All regular employees in the Department shall receive training annually in accordance with standards and procedures established by the Commissioner.
- VI. PROCEDURES:
 - A. Regular/permanent employees will be given ample opportunities to continue their professional development and are encouraged to attend workshops, seminars, and other education/programs.
 - B. Employees with minimal offender contact, including Central Office staff, shall receive a minimum of 16 hours of in-service training annually each fiscal year. All other employees, including Commissioner Designees, Contract Monitors appointed at the privately managed facilities, and all Correctional Administrators, shall receive a minimum of 40 hours in-service training annually each fiscal year.



Subject: IN-SERVICE TRAINING POLICY

These 40 hours may be attained through sources such as the TCA, core training, and other in-service or out-service job-related training opportunities. Courses delivered and the documentation of such shall be accomplished in accordance with requirements set forth by existing policies and ACA standards that address staff in-service training.

(NOTE: Day #1 of the 3-day, 24-hour core curriculum is mandatory for all institutional employees.)

- C. Mandatory in-service training that is required for all institutional personnel (as driven by departmental policies) shall include, but not be limited to, the following:
1. Title VI - Annually
 2. Emergency Operation Plans and Fire Safety - Annually
 3. Four Minute Response - Annually
 4. Tuberculosis Prevention and Control - Annually
 5. HIV/AIDS - Every two years
 6. Suicide Prevention - Annually
 7. Drug-Free Workplace - Annually
 8. Prison Rape Elimination Act (PREA) - Refresher training every two years for all TDOC staff, no matter the location.
 9. Security Threat Group (STG) Identification – Annually

On an annual basis (by July 1st), the Academy Superintendent shall provide the Policy Development Manager (PDM) with a listing of all mandatory in-service training. The PDM will then distribute this listing to all Wardens and other applicable policy recipients.

- D. In-service training for all regular/permanent employees (prisons, community supervision, and community correction staffs) may be accomplished through core curriculum and other job-related training. In-service training for part-time employees (institutional) may be accomplished through training approved through and/or developed and delivered by the TCA for part-time employees and shall consist of one half the hours required for a full-time employee. All requests for institutional staff training waivers shall be directed to the appropriate Deputy Commissioner and/or Assistant Commissioner by the Warden/Director.
- E. In Service Training Requests

Requests to attend in-service training courses offered by another state agency shall be made through Edison and must be submitted at least 30 days in advance of the scheduled training date.

1. Requests will be approved through the established Edison workflow. Edison will report the approval/denial status to the employee.
2. Requests for OIR training must be submitted to the training coordinator/officer for processing through Edison at least 30 days in advance of the scheduled training date. The training coordinator/officer is then responsible for notifying the employee of the approval/denial status.



Subject: IN-SERVICE TRAINING POLICY

3. For training from a state department other than OIR, supervisor approval shall be obtained by completing the TDOC In-service Request, CR-3576. Requests must be submitted at least 30 days in advance of the scheduled training date. If a registration fee is required, the employee should then make the necessary arrangements by the means prescribed in the training registration information.

F. Out Service Training Requests

1. Training request approval must be granted by the employee's appropriate approving authority prior to submitting to Edison. Once approved, a Travel Authorization needs to be completed on Edison at least 30 days in advance of the scheduled training date. Approval for reimbursement of out-service workshops and/or seminars shall be based on departmental budget constraints, whether the course is job related, and the needs of the Department. Out-service training activities for the purpose of renewing professional licenses or certificates required upon appointment will not be approved by the TDOC. Administrative leaves with pay, not to exceed five days per year, may be granted for employees to attend these activities at their own expense.
2. Requests for institutional, academy, and Central Office staff to attend out-service training courses shall be submitted through Edison on a Travel Authorization. Requests and will be approved through the established Edison workflow. After the request has been approved or denied, the employee should receive notification from Edison, via Outlook e-mail.

G. Newly hired Central Office employees hired during the period between July 1-March 31 shall receive 40 hours of Central Office employee orientation followed by an additional 16 hours of training during their first fiscal year. Newly hired Central Office employees hired during the period April 1-June 30 shall receive 40 hours of Central Office employee orientation. There is no additional 16 hour training requirement for the remainder of their first fiscal year.

H. Central Office employees who leave the Department and return after one calendar year will be required to complete an orientation with a focus on changes within Central Office during his/her absence. Focus areas are at the discretion of the employee's supervisor and relevant to the employee's job function. The minimum 16 hours may be completed through this process.

I. Central Office employees who leave and return within the calendar year will be required to complete 16 hours of training.

J. Employees who have been enrolled and registered for a class and have received official notification of class start date, time, and location are expected to attend. Barring an emergency or illness (and if an employee substitute cannot be identified to attend the class), employees not attending classes for which they have been enrolled, registered, and notified will be disciplined in accordance with Tennessee Department of Human Resources Rules and Regulations.

VII. ACA STANDARDS: 2-CO-1D-06 through 2-CO-1D-09 and 4-4084-1 through 4-4087.

VIII. EXPIRATION DATE: July 15, 2017.



ADMINISTRATIVE POLICIES
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Effective Date: October 1, 2014

Distribution: A

Supersedes: 112.01 (10/1/11)

Approved by: Derrick D. Schofield

Subject: MONITORING AND CONDUCTING INSTITUTIONAL SANITATION INSPECTIONS

- I. AUTHORITY: TCA 4-3-603 and TCA 4-3-606.
- II. PURPOSE: To provide regular monitoring and procedures for institutional sanitation inspections in all institutional living, programs, and work areas.
- III. APPLICATION: To all institutional employees and inmates of the Tennessee Department of Correction (TDOC), Tennessee Correction Academy (TCA), Tennessee Rehabilitative Initiative in Correction (TRICOR), and South Central Correctional Facility.
- IV. DEFINITIONS:
 - A. Housekeeping Plan: A written plan identifying a regular schedule for cleaning.
 - B. Inspection Team Members: Individual designated by the Warden to perform monthly sanitation inspections in accordance with this policy.
 - C. Institutional Sanitation Officer (ISO): The individual assigned by the Warden to manage, direct, and supervise the institutional sanitation program.
 - D. Sanitation: The application of measures to make environmental conditions favorable to health.
 - E. Sanitation Inspector: Individual designated by the Warden to perform weekly inspections of assigned areas in accordance with this policy.
 - F. Tennessee Department of Health (TDOH): The Tennessee state government agency which is responsible for the oversight and care of matters relating to public health.
- V. POLICY: The institutional sanitation officer shall manage the institutional sanitation program and ensure compliance with the Department of Health and American Correctional Association sanitation standards.
- VI. PROCEDURES:
 - A. The Warden shall appoint an institutional sanitation officer who is not currently the institutional facility safety officer.
 - B. The institutional sanitation officer shall receive an initial eight hours of training from the Tennessee Department of Health or other qualified agency/person. Annually, thereafter the sanitation officer shall receive two-hours of applicable training update from a qualified agency/person.



Subject: MONITORING AND CONDUCTING INSTITUTIONAL SANITATION INSPECTIONS

- C. The Warden shall appoint a sufficient number of sanitation inspectors to ensure that weekly sanitation inspections encompass the entire institution. The sanitation officer shall be responsible for instructing the sanitation inspectors on their duties.
- D. Initial training for a sanitation inspector shall consist of a minimum of four hours, and include an on-site inspection. The balance of training shall include a review of the checklist for sanitation inspections and the requirements of each item. This training can be accomplished by the institutional sanitation officer or any other qualified individual. Annually, each inspector shall receive one-hour of applicable training.
- E. A weekly sanitation inspector shall inspect all areas of the institution. A separate Checklist for Weekly Sanitation Inspectors, CR-3497, shall be completed for each building or area checked and submitted to the sanitation officer by Wednesday of the week following the inspection. Department heads and/or unit managers are responsible for any corrective action. If maintenance action is required, the department head and/or unit manager shall prepare and submit a maintenance work request, by way of an approved automated database program or verify that one has previously been submitted. The institutional sanitation officer will re-inspect any area with previous major deficiencies, within a week of report.
- F. The sanitation officer shall coordinate the work of the inspection team members appointed by the Warden and conduct a monthly inspection of the entire institution. The sanitation officer shall prepare a comprehensive monthly report describing the inspection results and submit it to the Warden by the 10th of the following month.
1. Inspection team members shall include the following staff:
 - a. Institutional Sanitation Officer
 - b. Warden/designee
 - c. Maintenance department representative
 2. Monthly sanitation inspections may be conducted simultaneously with the monthly fire and safety inspections and the written reports may be combined as long as the requirements of Policy #112.05 and this policy are met.
 3. Written corrective action plans shall be developed immediately by the appropriate supervisor with copies forwarded to the Warden and sanitation officer. If needed, maintenance work orders shall be completed by the supervisor of the deficient area.
- G. Provided that the TDOH annual inspection has not occurred prior to February 1 of each year, the institutional sanitation officer shall schedule an annual environmental inspection by the TDOH. Based on deficiencies identified in the TDOH inspection, the institutional sanitation officer will forward documentation of corrective actions taken to the Warden and the Department of Health inspector.



Effective Date: October 1, 2014

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Subject: MONITORING AND CONDUCTING INSTITUTIONAL SANITATION INSPECTIONS

H. Department heads/supervisors/unit managers shall develop written housekeeping plans for their areas of responsibility. These plans, reviewed for consistency and approved by the ISO, shall include the tasks to be performed, the correct procedure for accomplishing the task, and daily, weekly, and monthly duties for staff and inmates. The plans shall be monitored to ensure the institution sanitation is appropriate and shall be posted in areas convenient for inmate worker access if inmates are tasked to clean the area.

VII. ACA STANDARDS: 4-4329, 4-4333, and 4-4455.

VIII. EXPIRATION DATE: October 1, 2017.



TENNESSEE DEPARTMENT OF CORRECTION
CHECKLIST FOR WEEKLY SANITATION INSPECTORS
Policy #112.01

Location _____

Inspector _____

Date _____

_____ INSTITUTION

(Inspect each item and denote deficiencies with an "X" and satisfactory with a "✓".
 Use the comment section for deficiencies and other explanations.)

ITEMS CHECKED	DESIGNATED AREA INSPECTED						
GENERAL AREA CLEANLINESS							
1. Floors							
2. Walls							
3. Ceilings							
4. light fixtures							
5. Air Vents							
6. Windows							
7. Appliance/Equip.							
8. Furniture							
9. Other (Note)							
CELLS/ROOMS							
1. Clean and Orderly							
TOILET FACILITIES/SINKS							
1. Operable							
2. Clean							
3. Soap & Towels							
4. Waste Receptacles							
SHOWERS							
1. Hot & Cold Water							
2. Clean: Drains, Walls, Floors							
3. No Mildew							
4. Operable & Clean							
5. Exhaust Fan							
JANITOR CLOSETS/STORAGE AREAS							
1. Clean, Neat, Orderly							
2. Controlled Issue							
3. Adequate Supplies							
4. No Unnecessary Items							
LAUNDRY AREA							
1. Clean/Trash Collected							
2. Dryer Vented							
WATER FOUNTAINS							
1. Operable/Adjusted							
2. Clean							
REFUSE & WASTE DISPOSAL							
1. Require Removal							
2. Adequate Receptacles							
3. Lids on Cans							
4. Clean Area							
5. Clean Plumbing Drains							



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Effective Date: October 1, 2013

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Supersedes: 112.03 (2/1/10)

Approved by: Derrick D. Schofield

Subject: OCCUPATIONAL HEALTH AND SAFETY

- I. AUTHORITY: TCA 4-3-603, TCA 4-3-606, TCA 50-3-101, TCA 68-15-301 and TCA 9-8-108.
- II. PURPOSE: To establish safety guidelines for employees and inmate workers; to prevent the occurrence of accident producing conditions within work/program/vocational area(s)/unit(s).
- III. APPLICATION: To all Tennessee Department of Correction (TDOC) staff and inmates, Tennessee Correctional Academy (TCA), Tennessee Rehabilitative Initiative in Correction (TRICOR), Safety Program Director, Director of Facilities, Planning, and Construction, and employees of privately managed facilities.
- IV. DEFINITIONS:
 - A. Facility Safety Officer (FSO): The Warden's designated staff member(s) assigned to manage, direct and supervise the institutional fire and safety programs.
 - B. Tennessee Occupational Safety and Health Act (TOSHA): 1972 legislation that established safety and health monitoring of all industries. This act (TCA 50-3-101, et seq.) is administered by the Occupational Safety and Health Division of the Tennessee Department of Labor and Workforce Development.
- V. POLICY: Each FSO will perform monthly safety inspections to ensure compliance with TOSHA requirements in accordance with OSHA Standards for General Industry and related construction activities. The institutional FSO shall also help prepare corrective action plans required ~~by~~ as a result of TOSHA inspections.
- VI. PROCEDURES:
 - A. The FSO shall receive the necessary training required to perform the monthly inspections in accordance with Policy #112.05.
 - B. Supervisors of each work/program/vocational area shall be responsible for the enforcement of basic TOSHA regulations.
 - C. Non-compliance with TOSHA regulations shall be reported in writing to the Warden, FSO and supervisor(s) of the area cited:
 1. Disciplinary reports and/or corrective action for inmate workers violating safety rules will be initiated by the employee who observed the violation and reported to the inmate worker's supervisor.



Subject: OCCUPATIONAL HEALTH AND SAFETY

2. Employees discovered violating safety rules shall be advised of the safety condition and reported to the employee's supervisor for possible disciplinary action.
- D. Each operating work/program/vocational area's handling and disposing of chemicals, waste materials and other potential pollutants of air, soil, or water shall conform to the standards established by the Tennessee Department of Environment and Conservation and the Environmental Protection Agency.
- E. Procedures to be followed in case of accident or injury shall be posted in each work/program/vocational area by the supervisor. These procedures will bear the signatures of approval of the Warden and health administrator. All personnel shall be apprised of this information. (See Policy #113.53)
1. The work/program/vocational area unit supervisor shall ensure that all equipment in the area complies with safety regulations as established by TOSHA.
 2. An Accident/Incident/Traumatic Injury Report, CR-2592, shall be prepared by the health care provider and other appropriate staff on all injuries and forwarded to the Warden and institutional FSO within one business day of occurrence and in accordance with Policy #113.53. Life threatening injuries shall be reported in accordance with Policy #103.02. The health care provider shall complete CR-2592 and distribute accordingly.
 3. The institutional FSO will develop a system to track the accidents/incidents/ injuries. These will be reviewed and summarized on a quarterly basis and shared with the Warden and health administrator during their quarterly meeting in an effort to identify problems, trends and/or preventive/corrective measures. A copy of this report and related notes from the meeting shall be forwarded to the Safety Program Director within 48 hours following the meeting.
- F. Institutions utilizing inmates for farm or other outdoor work shall adhere to the prevention of heat-related injury guidelines as indicated below in determining the amount and duration of outdoor work in summer months:
1. Precautions shall be taken for employees and inmates who are assigned to outdoor work during the summer. The intense heat and humidity, combined with strenuous physical activity, increases the likelihood of heat-related health problems.
 2. Strenuous outdoor physical work activities shall be closely monitored by the work supervisor. Adequate rest periods of up to ten minutes each hour and generous amounts of water shall be made available to workers during periods of high temperature and/or humidity. The total workload should be evenly distributed over the entire workday, when possible.
 3. Every precaution should be taken to avoid heat exhaustion by not engaging in strenuous activity in hot, humid environments. Intersperse periods of rest (at least 10 minutes every hour) in a cool environment with plenty of fluids to drink. Avoid strenuous activities during the hottest part of the day.



Subject: OCCUPATIONAL HEALTH AND SAFETY

4. Staff and inmates who are taking blood pressure, allergy, or depression medication may also be particularly at risk and should avoid extreme hot or humid environments.
- G. Institutions shall adhere to the prevention of cold-related injury guidelines indicated below in determining the amount and duration of outdoor work in winter months (November - February):
1. At a minimum during winter months, a head covering, extra pair of cotton socks, thermal insulated underwear and gloves shall be provided. As conditions dictate, additional clothing may be provided at the Warden's discretion. A ten minute rest period each hour in a protected area and a generous amount of hot liquid shall be made available to each employee and inmate engaged in outside work activity.
 2. Outdoor activities shall be discontinued, except in an emergency (i.e., snow removal), when the wind-chill factor drops below -19 degrees Fahrenheit. If such activity must be carried out in an emergency, enough cold weather gear shall be provided to cover all exposed skin. Farm workers will work at the discretion of the farm manager and with additional protective clothing as necessary.
- H. Monthly inspections of safety procedures shall be conducted throughout the institution and cover all areas of work/program/vocational areas in accordance with Policy #112.05. These inspections shall include, at a minimum, the following areas:
1. Receiving, shipping, storage - equipment, layout, heights, floor loads, projection of materials, material-handling methods, and rack load capacity markings.
 2. Building conditions - floors, walls, ceilings, exits, stairs, walkways, ramps, platforms, driveways, aisles, paths of egress, fire doors, fire walls/stopping, and sprinkler clearance.
 3. Housekeeping - waste disposal, disposal containers, tools, materials, leakage and spillage, methods, schedules, work areas, remote areas, windows, ledges, and recycle area.
 4. Electricity - equipment, switches, breakers, fuses, switchboards, junctions, special fixtures, circuits, insulation, extensions cords, tools, motors, grounding, code compliance, light covers, shields, and 36" panel clearance.
 5. Lighting - type, intensity, controls, condition, diffusion, location, glare and shadow control and applicable standards.
 6. Heating and ventilation - type, effectiveness, temperature and humidity controls, inventory records of Freon, and service area clearances.
 7. Machines and equipment - Guards and/or shields for operation, flywheels, gears, shafts, pulleys, key ways, belts, couplings, sprockets, chains, frames, controls, lighting, tools and equipment, brakes, fume exhaust, feeding, oiling, adjusting, maintenance, grounding, how attached, work space, location in the workspace, clearances, and service access.



Subject: OCCUPATIONAL HEALTH AND SAFETY

8. Personnel - training, experience, methods of checking machines for use, methods of cleaning and/or adjusting machinery and equipment, clothing worn near machines, personal protective equipment, use of guards, tool storage, and work practices.
 9. Hand power tools - purchasing standards, inspection, guards in place and effective, storage, repair, wear and tear, and handling.
 10. Maintenance - regularity, effectiveness, materials and equipment used, method of locking out machinery, and general methods.
 11. Personal protection - shoes, eye protection, ear protection, hand protection, respiratory protection, repair, storage, assignment of responsibility, standards observed, rules posted, and head protection if working with overhead hazards.
 12. Review of Prior month deficiencies - compliance with TOSHA regulations and progress made toward compliance.
- I. An evaluation of and any problem regarding the previous topics shall be included in the written report to the Warden. (This list does not cover all conditions. It is intended only as a guide.) The report shall be completed and forwarded to the Warden by the tenth of the subsequent month. Only the deficiencies noted by the inspection team should be included in the monthly report. TRICOR management shall be sent copies of the inspections involving TRICOR areas. TRICOR shall then be responsible for initiating corrective actions.
 - J. Written corrective action/action plans, including work orders, shall be initiated immediately by the Warden/designee (excluding the FSO), with a copy forwarded to the FSO.
 - K. Human resources staff in each institution shall be responsible for completing the TOSHA 300 log form related to work-related illness, injury, or death. Human resources staff in each facility shall post the TOSHA Form 300A Summary of Work Related Injuries and Illnesses in the administration building from February 1 to April 30 of the year following the year covered by the TOSHA 300 log. Human Resource staff will be responsible for forwarding a printed copy of the OSHA 300 form to the Facility Safety Officer and Safety Program Director by February 1 of each year.
 - L. Annual evaluations of worksite TOSHA compliance will be performed during the annual inspection process required in Policy #103.07.
 - M. TDOC and privately managed institutions will be inspected by the Department of Labor and Workforce Development (TOSHA) at the Department of Labor and Workforce Development's discretion. Reports of compliance/non-compliance with TOSHA requirements shall be forwarded to the appropriate Warden for corrective action. Copies shall be forwarded to the Chief Financial Officer, Deputy Commissioners, Assistant Commissioner of Prisons, Assistant Commissioner of Rehabilitative Services, Director of Accreditation/Compliance and the Director of Facilities, Planning, and Construction, and Safety Program Director. Corrective action plans, when required, shall be submitted to the Safety Program Director in the Facilities, Planning, and Construction Section for review prior to submittal to TOSHA.



Effective Date: October 1, 2013

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Subject: OCCUPATIONAL HEALTH AND SAFETY

- N. The facility manager, in conjunction with the FSO, shall institute a lock out/tag out program containing the minimum procedures as set forth in TOSHA Section 1910.147 Appendix A, with documented training procedures for affected employees. Monthly TOSHA safety training for maintenance, vocational, and all applicable staff, shall be conducted by the facility safety officer or other qualified personnel. The subject of training will be at the discretion of the Safety Program Director. The training shall include but not be limited to Hazard Communication, Personal Protective Equipment, Confined Space, Blood Borne Pathogens, Accident Reporting, Forklift Safety, and Fire Safety.
- O. Each facility and central office restroom accessible to the general public shall be posted with a sign, at least 6" x 14", which reads: "For Good Health, Please Wash Your Hands!"

VII. ACA STANDARDS: 4-4212, 4-4420, and 4-4455.

VIII. EXPIRATION DATE: October 1, 2016.



ADMINISTRATIVE POLICIES
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Index #: 112.04

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PCN 13-55 (3/11/13)

Approved by: Derrick D. Schofield

Subject: FIRE AND EMERGENCY EVACUATION PLAN

- I. AUTHORITY: TCA 4-3-603 and TCA 4-3-606.
- II. PURPOSE: To establish institutional fire and emergency evacuation plans.
- III. APPLICATION: To all Tennessee Department of Correction (TDOC) institutional employees and inmates, Central Office, Tennessee Correction Academy (TCA), Tennessee Rehabilitative Initiative in Correction (TRICOR), and employees of privately managed facilities.
- IV. DEFINITIONS:
 - A. Area of refuge: A pre-determined and/or approved location in a building which is designed to hold occupants during a fire or other emergency whenever evacuation may not be safe or possible. Occupants can wait at this location until rescued by first responders/emergency personnel
 - B. Defend in Place Strategy (DIPS): A procedure used during emergencies wherein only limited numbers of cells are opened and inmates evacuated. During fire emergencies, only cells immediately involved and adjacent (including above or below) to the affected cell are evacuated with the remaining cells left occupied and secured.
 - C. Deputy State Fire Marshal (DSFM): The official assigned to represent state government in all matters governing fire prevention and building construction safety in state operated or owned institutions.
 - D. Emergency Escape Breathing Apparatus (EEBA): EEBA's are National Institute for Occupational Safety and Health (NIOSH) approved loose fitting; positive pressure respirators that provide emergency breathing air to ensure a safe escape from toxic or oxygen-deficient atmospheres or atmospheres that have become immediately dangerous to life or health.
 - E. Evacuation Diagram: A schematic illustration presenting egress routes of fire evacuation. The evacuation diagram shall be posted in normally occupied buildings. If the building is a multi-story structure, this should be reflected on the evacuation diagram. The evacuation diagram shall be posted on all levels of a multi-story structure. Color coding will aid employees in determining their assigned routes to exit.
 - F. Facility Safety Officer (FSO): The facility employee assigned to manage, direct, and supervise the institutional fire safety program.



Subject: FIRE AND EMERGENCY EVACUATION PLAN

- G. Fire and Emergency Evacuation Plan: The written evacuation scheme for the premises (controlled short term evacuation) used in conjunction with the evacuation diagram.
- H. Fire Plan: A carefully arranged and systematic action plan designed beforehand for attaining the organized evacuation of the premises over a period of time. These plans are part of the emergency operations plans and are developed in accordance with Policy #506.20.
- I. Primary Area of Assembly: An area that is a safe distance (an assembly point) that has been designated as a place where people can gather or must report to during an emergency or a fire drill, 50 feet or greater from a building.
- J. Self Contained Breathing Apparatus (SCBA): An open-circuit self contained breathing apparatus, or SCBA, is a device worn by rescue workers, firefighters, and others to provide breathable air in a hostile environment. Open-circuit industrial breathing sets are filled with filtered, compressed air that passes through a regulator, is inhaled by the user, then exhaled out of the system.
- V. POLICY: The Warden of each institution and the TCA Superintendent shall be responsible for the development of a fire and emergency evacuation plan addressing all areas of the institution. Central Office shall comply with the evacuation plan established by building management.
- VI. PROCEDURES:
- A. The Warden and TCA Superintendent shall designate an FSO qualified to administer the institution's fire safety program. This employee shall be directly responsible to the Warden or TCA Superintendent (or Warden's designee at privately managed facilities) for the management of the institution's fire safety program. The Central Office safety program is the responsibility of the Department of General Services and the building manager.
- B. The FSO of each institution shall develop a written fire and emergency evacuation plan(s) and address egress requirements of the five use conditions contained in the Life Safety Code as appropriate and include the following components:
1. Evacuation diagrams of each building/room with:
 - a. Location of exits and directional arrows for traffic flow to exits
 - b. Location of fire extinguishers, pull stations or other signaling devices, hose stations and emergency escape breathing apparatus (EEBA) or, self-contained breathing apparatus (SCBA), where applicable
 - c. Location on the evacuation diagram(s) in the building ("you are here")
 - d. Written instructions for the evacuation of each building/room
 - e. Identification and location of the appropriate primary area of assembly or applicable area of refuge



Subject: FIRE AND EMERGENCY EVACUATION PLAN

These diagrams shall be kept current at all times. Any substantive change in the evacuation diagram where the evacuation process is affected shall be presented to the Deputy State Fire Marshal during his/her annual inspection of the facility. Any diagram changes shall be updated to the facility emergency operation plan as they occur. (See Policy #506.20)

2. Plan for conducting quarterly fire exit drills in all institutional locations according to Section VI.(G) of this policy.
 3. Mock evacuation drills shall be conducted in lieu of an actual evacuation when the evacuation of seriously ill inmates assigned to a health center or infirmary, or maximum security/segregated inmates, or extremely dangerous inmates could create a health or security problem. Written procedures for use during these mock drills shall be developed by the FSO and be approved annually by the Safety Program Director for TDOC.
 4. Plans for evacuating people with disabilities.
 5. Procedures for the immediate release of inmates from locked areas; a backup system shall also be developed, including DIPS, where authorized.
 6. The written Fire and Emergency Evacuation Plan shall make provisions for:
 - a. Use of alarms
 - b. Transmission of alarm to fire department by central control staff
 - c. Response to alarms
 - d. Isolation of fire
 - e. Preparation of building for evacuation
 - f. Evacuation of immediate fire area to an area of refuge
 - g. Fire extinguishment (if possible)
 - h. DIPS
 - i. Elevator procedures
 - j. Procedures for responding fire fighters, i.e., escort, etc .
 - k. Procedures for unaccounted inmates, staff, volunteers or visitors
- C. The FSO shall prepare the institution's Fire and Emergency Evacuation Plan for the Warden's submission to the Deputy State Fire Marshal serving the facility. Upon approval by the DSFM, the FSO shall distribute the plan to the local fire jurisdiction for its information. The plan shall be reviewed annually for accuracy and any substantive changes shall be approved by the DSFM before re-issuance to the local fire jurisdiction. This review shall occur at the time the DSFM conducts his/her annual inspection of the facility and shall be presented to the DSFM by the FSO in memorandum form noting any change.



Subject: FIRE AND EMERGENCY EVACUATION PLAN

If no changes were required in the plan, a memorandum shall be prepared by the FSO for the Warden's submission to the Deputy State Fire Marshal stating this fact.

- D. The FSO shall be responsible for maintaining an approved completed copy of the institution's Fire and Emergency Evacuation Plan. The written evacuation plan shall be available for staff review at all times in the office of the facility safety officer.
- E. The FSO will ensure that the appropriate evacuation diagrams and instructions are posted in each occupied building. Evacuation diagrams shall reflect the actual floor arrangement and be displayed with the actual direction to the exits. The evacuation diagrams shall be color orientated to minimize confusion.
- F. The FSO will assist in training all employees regarding institutional written fire and emergency evacuation plans and the usage of EEBA, SCBA, and other safety equipment. This training shall be included in the institution's orientation program for new employees and retraining shall occur at least annually. All training shall be documented in the employee training record.
- G. Fire exit drills shall be conducted at the direction of the FSO at least once each quarter for each housing, work and program area of the institution. Third shift shall conduct at least one fire drill each quarter.
 1. The FSO shall schedule the drills and notify appropriate staff of the scheduling. The staff conducting the drill, or the FSO, shall ensure that drill operations are conducted and documented according to the Fire and Emergency Evacuation Plan. The FSO shall personally conduct a minimum of four of the scheduled housing unit drills every quarter, to include one from each shift. Staff conducting the drills in the absence of the FSO shall be knowledgeable about the procedures to be followed in conducting the drills.
 2. The drill begins when the fire location is established and is considered complete when all individuals at the location are evacuated or the DIPS is successfully employed. The immediate fire area should be evacuated first and then the remainder of the fire compartment. Procedures to account for all occupants after emergency evacuation has been completed shall be included. Emergency fire evacuation shall be initiated within two minutes of notification. Emphasis on the time to complete the evacuation should be balanced with the effort to conduct an orderly evacuation process, but complete evacuation of the area/unit should not exceed 6 minutes.
 3. The FSO shall maintain records of the dates and extent of fire drills conducted on the Fire Exit or Fire Drill Performance Checklist and Report, CR-3269.
 4. In Use Conditions III, IV and V, all fire and emergency equipment shall be brought to the scene of the fire exit drill and/or fire drill. EEBA specifically designated for use by Policy #112.02 shall also be brought to the scene. The EEBA equipment will be donned by employees only when the low oxygen alarm sounds. Emergency equipment and emergency keys shall arrive within two minutes.



Effective Date: December 1, 2014

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Subject: FIRE AND EMERGENCY EVACUATION PLAN

- H. Institutional fire plans shall be developed and approved according to Policy #506.20, Emergency Operations Plans.
 - I. All required documents and associated CR forms shall be maintained on file for three years. All others may be destroyed.
 - J. Evacuation diagrams, emergency evacuation procedures, and evacuation drills for Central Office are the responsibility of building management. A business resumption plan shall be developed by Central Office to address any temporary evacuations of the premises which may be created by an emergency situation.
- VII. ACA STANDARDS: 4-4220 through 4-4222, 4-4388, and 2-CO-3B-01.
- VIII. EXPIRATION DATE: December 1, 2017.



TENNESSEE DEPARTMENT OF CORRECTION

FIRE EXIT AND/OR FIRE DRILL PERFORMANCE CHECKLIST AND REPORT

INSTITUTION

DATE

START TIME OF DRILL

LOCATION

EEBA WAS PRESENT AND RESPONSE TIME

PERSON IN CHARGE AT LOCATION

EVACUATION TIME

EMERGENCY BACK-UP KEY RESPONSE TIME FOR USE CONDITIONS III, IV, AND V

TIME COUNT IS CLEARED

CHECKING "YES" OR "NO" IN THE APPROPRIATE SPACE WILL COMPLETE THE FOLLOWING CHECKLIST.

Table with 3 columns: Item, YES, NO. 10 rows of checklist items.

Comments:

REVIEWED BY FACILITY SAFETY OFFICER

PERSON CONDUCTING THE DRILL

SHIFT SUPERVISOR



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Effective Date: December 1, 2014	
Distribution: A	
Supersedes: 112.05 (11/1/11)	

Approved by: Derrick D. Schofield

Subject: MONITORING AND CONDUCTING FIRE PREVENTION AND BUILDING CONSTRUCTION SAFETY INSPECTIONS

- I. AUTHORITY: TCA 4-3-603 and TCA 4-3-606.
- II. PURPOSE: To provide regular monitoring of emergency equipment and procedures.
- III. APPLICATION: To Wardens, Facility Safety Officers, Weekly Inspectors, Assistant Commissioners, Director of Facilities, Planning & Construction, Safety Program Director, all institutional employees, Tennessee Correction Academy, Tennessee Rehabilitative Initiative in Correction (TRICOR), and employees of privately managed facilities.
- IV. DEFINITIONS:
 - A. Certified Fire Safety Inspector (CFSI): The facility employee tested and certified by the State of Tennessee to inspect sprinkler systems.
 - B. Deputy State Fire Marshal (DSFM): The official assigned to represent state government in all matters governing fire prevention and building construction safety in state operated or owned institutions.
 - C. Facility Safety Officer (FSO): The facility employee assigned to supervise the institutional fire safety program.
 - D. Impairment Program: A program developed by the FSO to provide guidance to custody and other staff in the event that emergency life/safety systems are rendered inoperable. The plan shall encompass both planned and emergency shutdown procedures for component changes through major repairs.
 - E. Microbiologically Influenced Corrosion (MIC): The deterioration of metals in piping as a result of the metabolic activity of microorganisms.
 - F. Weekly Inspector (WI): Employee designated by the Warden to perform weekly inspections of fire and emergency equipment and procedures and the overall safety of their assigned inspection area.
- V. POLICY: The Warden shall require the FSO to review weekly inspections and perform monthly inspections of fire prevention control devices and emergency equipment to ensure compliance with federal, state, and local fire codes. The FSO shall participate in the institution's annual inspection conducted by the Deputy State Fire Marshal.
- VI. PROCEDURES:
 - A. The Warden or his/her designee shall assign, in writing, weekly inspectors for all institutional locations.



- B. Each WI shall receive a minimum of four hours initial training in fire prevention and building construction safety issues, as well as an annual one-hour update relevant to this area. The training should include information on the Life Safety Code dealing with correctional occupancies, and be presented by the FSO or a representative from another qualified agency.
- C. The WI, after receiving the required training, shall make weekly inspections of fire control and emergency equipment, and the overall safety of their assigned area. Results are entered on the Checklist for Weekly Fire Safety Inspections, CR-2185. Each WI shall send completed CR-2185 forms to the FSO no later than 4:30 p.m. Monday of the week following the inspection. If a major discrepancy is noted, the FSO shall be notified the same day the inspection occurs.
- D. The FSO shall review all reports, immediately re-inspect areas that appear to be seriously deficient, and perform supplemental follow-up visits as needed. The FSO shall provide weekly inspectors and area supervisors with clarification and program direction regarding fire safety policy and procedures.
- E. Monthly inspections of fire prevention control devices and safety procedures shall be conducted throughout the entire institution. These inspections shall be conducted in accordance with the following guidelines:
1. Inspection team members shall include, but not be limited to, the following staff:
 - a. FSO
 - b. Warden/designee
 - c. A maintenance staff representative
 2. The team shall inspect and/or evaluate the following items:
 - a. Weekly inspection reports (CR-2185s) forwarded from work units for the past month. The FSO shall summarize the results for the team's consideration.
 - b. Compliance with safety codes and progress made toward compliance with the DSFM's annual inspection (until resolved) and those items contained in the Life Safety Code 101 of the National Fire Protection Association (NFPA)
 - c. Results of fire drills
 - d. Quarterly inspections of fire alarm system/sprinkler systems
 - e. Fire hydrants (visual check for leaks)
 - f. Exit requirements/posting/lighting
 - g. Emergency lighting (minimum of 30 sec./month)



- h. Evacuation diagrams and instructions for appropriate posting and content
 - i. Emergency generator inspection report, CR-2906
 - j. Stand pipes
 - k. Other fire fighting equipment
 - l. Prior month's deficiencies and actions taken to correct them
3. A comprehensive monthly report shall be prepared by the FSO noting the state of the items under Section VI. (F)(2) of this policy. The report shall be forwarded to the Warden by the 10th of the following month.
4. Written corrective action plans shall be initiated immediately by the FSO and approved by the Warden on the current monthly report containing responses from the institutional department heads of their corrective action.
- F. The FSO shall be notified of all fires occurring at the institution site, including surrounding state grounds, and be involved in all investigations relating to such fire.
- G. The FSO shall be responsible for developing an emergency impairment program for the shutdown of sprinkler alarm valves or any other fire protection system. The FSO shall be notified prior to any work being performed on any fire protection, prevention, control devices and/or fire alarm system.
- H. Emergency generator testing shall be conducted according to the minimum requirements of NFPA 110. The facility manager and maintenance personnel shall conduct the testing. Emergency equipment shall be inspected weekly and the power generator operated for 30 minutes under full load every two weeks. There shall also be a quarterly test of all emergency systems including a one-hour full load test of the power generator. A report shall be forwarded to the FSO by the second and fourth Monday of each month, using the Emergency Generator Inspection Report, CR-2906. Battery operated emergency lights shall be tested for 30 seconds at 30-day intervals and annually for 1.5 hours. Equipment shall be fully operational during the test. Written records of visual inspections and tests shall be made by the FSO for inspection by the DSFM.
- I. Fire hydrants must be flushed semi-annually during spring and fall under the supervision of the facility manager and FSO/designee.
- J. Due to requirements of NFPA 25, fire hydrants shall be inspected, tested, and maintained annually and when major maintenance is accomplished on the water grid system. Testing is to be conducted by an independent resource.
- K. A quarterly inspection of the fire alarm and smoke detection systems, with component testing, shall be accomplished in accordance with NFPA 72. When less than a 100% of the devices are tested, a record shall be maintained of individual tested devices and indicating appliances tested each time, so that different devices and appliances are tested in subsequent tests. The FSO shall retain documentation of the inspection for a minimum of three years. Smoke detectors shall be inspected, cleaned, tested, and if needed, adjusted each year.



- L. Backflow preventers shall be inspected quarterly by the CFSI and tested annually by a certified vendor by Policy #108.01 and its associated guidelines. All reports shall be kept on file with the FSO.
- M. Automatic sprinkler systems shall be inspected and tested at least quarterly by a Certified Fire Safety Inspector (CFSI) in accordance with NFPA standards; however, a licensed sprinkler contractor shall complete at least one quarterly inspection each year. The FSO shall retain documentation of the inspection at the facility for a minimum of three years. Each riser for the sprinkler system shall be tagged to document flow testing of the system in accordance with the applicable NFPA standards. Sprinkler system components shall be inspected and tested in accordance with the applicable NFPA standards schedule. For institutions that do not have a CFSI, a CFSI from another institution shall be utilized when available prior to using a contract vendor. The Wardens of both institutions shall mutually agree on this use of the CFSI.
- N. The FSO shall have the responsibility to ensure that the required five year MIC study is completed on the institutions sprinkler system by a qualified vendor. All reports on the MIC study need to be sent to the Safety Program Director and kept on file in the FSO office.
- O. Portable fire extinguishers shall be inspected monthly and should be inspected and serviced annually by an authorized fire extinguisher service company in accordance with NFPA requirements.
- P. All self-contained breathing apparatus and emergency escape breathing apparatus shall be inspected, tested, and maintained as required in Policy #112.02.
- Q. A qualified vendor shall inspect the kitchen hood and fire suppression system at least semi-annually. The hood and ductwork shall be cleaned as needed. Documentation of inspections and cleaning shall be maintained at the facility for a minimum of three years.
- R. Provided that the Deputy State Fire Marshal has not scheduled or conducted an annual inspection prior to February 1 of each year, the FSO is responsible for scheduling an annual inspection to be conducted by the DSFM. The FSO shall participate in the annual inspection conducted by the DSFM. A report of compliance or non-compliance with fire safety codes will be prepared by the DSFM and submitted to the Warden. The FSO will prepare a plan of corrective action for the Warden that responds to each non-compliance entry submitted by the DSFM. The Warden will submit the plan of corrective action to the DSFM. Wardens will furnish a copy to Safety Program Director. Failure of the DSFM to inspect the facility shall be reported to the Safety Program Director.
- S. All smoke control/management systems shall have a documented quarterly inspection completed by the FSO and competent maintenance staff to ensure effective system air balance, per IFC 2006 1008.1.3.2. An annual testing of the system shall be conducted by a qualified vendor as requested by Policy #108.01 and NFPA 92A.



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- T. The FSO shall receive a minimum of 24 hours of annual training on the Life Safety Code, Tennessee Occupational Safety and Health Act (TOSHA), and other safety related courses. FSO's will be utilized in the department's annual inspection process to inspect each institution for compliance with TOSHA requirements annually.
- U. Institutions which have major firefighting equipment shall provide training for all personnel and inmates assigned to this equipment, in accordance with Occupational Safety and Health Act (OSHA) standards and/or standards adopted by the NFPA.
- V. It shall be the responsibility of each employee in a correctional institution to be constantly aware of fire hazards such as altered electrical outlets/cords, overloaded electrical circuits, expended fire extinguishers, and improper trash storage. It is essential that all employees make fire prevention a basic part of their daily activities by detecting, immediately reporting, and correcting fire hazards.
- W. All employees shall be attentive to maintaining good housekeeping standards to further the goal of fire prevention. This shall include, but not be limited to:
1. Storage of flammable materials in accordance with Policy #112.09.
 2. Preventing hazardous electrical situations.
 3. Training/monitoring inmates in fire safety procedures.
 4. Participating in fire drills and fire exit drills.
 5. Immediately reporting the fire hazards to the FSO or WI.
- X. The FSO shall review the specifications for the selection and purchase of facility furnishings to ensure that the furnishings comply with fire safety performance requirements. This review should occur prior to procurement receiving an approved order from the Warden.
- Y. All required documents and associated CR forms shall be maintained on file for three years. All others may be destroyed.
- Z. In order to maintain his/her certification, the CFSI is responsible for attending the necessary continuing education courses. The CFSI shall complete the necessary applications and documents necessary for re-certification hours. The Department will be responsible for paying for approved courses and the application fees necessary to maintain TDOC employee certifications.
- VII. ACA STANDARDS: 4-4124, 4-4211 through 4-4213, 4-4219, and 4-4455.
- VIII. EXPIRATION DATE: December 1, 2017.



**TENNESSEE DEPARTMENT OF CORRECTION
CHECKLIST FOR WEEKLY FIRE/SAFETY INSPECTIONS**

INSTITUTION

Inspect and check-off the following items. Show all defective items with an "X" mark. Explain defects under comments.

ITEMS TO BE CHECKED	DEF.	OK	COMMENTS
FIRE EXTINGUISHERS			
TRASH COLLECTING			
EXIT SIGNS			
EMERGENCY LIGHTING			
EVACUATION PLAN POSTED			
EXITS/CLEAR/FUNCTIONAL			
ELECTRICAL HAZARDS			
ELECTRICAL PANEL ACCESSIBLE			
FURNISHINGS-FIRE RETARDANT			
ALARM PULL STATIONS			
SPRINKLER PRESSURE GAUGES, VALVE AND HEADS (<i>VISUAL CHECK</i>)			
SMOKE DETECTORS			
ALARM PANELS			
FIRE/SMOKE DOORS			
HOOD FIRE SUPPRESSION SYSTEM (<i>KITCHEN</i>)			

OTHER: _____

INSPECTED BY

DATE

LOCATION



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Effective Date: February 15, 2014

Distribution: A

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Approved by: Derrick D. Schofield

Subject: VERMIN AND PEST CONTROL

- I. AUTHORITY: TCA 4-3-603 and TCA 4-3-606.
- II. PURPOSE: To ensure that all institutions and Community Supervision Field Offices are free of vermin and pests by awarding a pest control contract to a qualified, licensed exterminating company.
- III. APPLICATIONS: To all Tennessee Department of Correction (TDOC) institutional employees, Tennessee Correction Academy employees, Field Office employees, and Tennessee Rehabilitative Initiative in Correction employees.
- IV. DEFINITIONS:
 - A. Institutional Sanitation Officer: The individual assigned to manage, direct, and supervise the institutional sanitation program. (See Policy #112.01)
 - B. Sanitation Inspector(s): Individual(s) designated by the Warden and trained by the sanitation officer to perform inspections of assigned areas in accordance with this policy. (See Policy #112.01)
- V. POLICY: It shall be the responsibility of the Warden or District Director to ensure that the institution or Field Office has a current contract with a qualified, licensed exterminating company for the control of vermin and pests.
- VI. PROCEDURES:
 - A. Each institution will be responsible for utilizing the assigned pest control contract, awarded by the Department of General Services, Division of Purchasing, and for ensuring that the provisions of the contract are strictly followed. The institutional pest control contract shall be awarded on an annual basis. In the event a statewide contract is not awarded or is awarded late, the institution shall procure a private vendor to perform these services. (See Policy #205.01) The institutional sanitation officer shall accompany the pest control technician to verify all areas of the institution are treated.
 - B. All Field Offices shall have vermin and pest control language within their respective lease agreements.
 - C. Regular weekly sanitation inspections throughout the institution shall be conducted by the trained sanitation inspector(s) to ascertain that the pest control contract is being performed in accordance with the written contract. Particular attention should be devoted to, but not limited to, the following areas:



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1. Clinical Service areas
 2. Food Service areas, including dock, recycle areas, kitchens, offices, dry food storage and dining
 3. Housing units or other buildings with food delivery responsibilities, i.e. segregation, infirmary, etc.
 4. Inmate living areas, including dayrooms
 5. Commissary and warehouse storage areas
 6. Inmate work areas, including industry programs
 7. Academic and vocational areas (paying particular attention to culinary program spaces)
 8. Staff and visitor restrooms
 9. Visitation areas
 10. Storage areas, primarily containing clothing, bedding, and linens
 11. Vending areas
 12. Staff break areas
- D. Any deficiencies in vermin and pest control noted by the Tennessee Department of Health in their annual environmental inspections and semi-annual food service inspections shall be documented and sent to the institutional sanitation officer for immediate attention.
1. The institutional sanitation officer shall document the following information: date of notice, problem noted, date exterminator requested (if outside help required), any corrective procedures employed, and date completed.
 2. A timely copy of the corrective action, date of completion and any necessary documentation shall be provided to the Tennessee Department of Health, TDOC Safety Program Director, TDOC Central Office Field Office Contract Manager, and to the Warden.
- E. The institutional sanitation officer shall coordinate all sanitation inspections and respond appropriately to any detection of vermin or pests during these inspections.
1. Evidence and documentation that the contract pest control program is ineffective at the facility shall be provided to the institutional Procurement Officer. Documentation should include specific information, ie. baiting vs. spraying, etc. Photographs should be included if available.
 2. The Procurement Officer shall be responsible for notification of the General Services buyer for the pest control contract to ensure that corrective action is taken and that unique facility needs are addressed in future contracts.



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Subject: VERMIN AND PEST CONTROL

VII. ACA STANDARDS: 4-4332.

VIII. EXPIRATION DATE: February 15, 2017.



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Effective Date: February 15, 2014

Distribution: A

Supersedes: 112.07 (11/1/10)

Approved by: Derrick D. Schofield

Subject: WASTE DISPOSAL

- I. AUTHORITY: TCA 4-3-603 and TCA 4-3-606.
- II. PURPOSE: To provide guidelines for waste disposal.
- III. APPLICATIONS: To all Tennessee Department of Correction (TDOC) institutions, Tennessee Correction Academy, and Tennessee Rehabilitation Initiative in Correction (TRICOR) employees.
- IV. DEFINITIONS:
 - A. Compost: The aerobic bio-degradation of organic materials under controlled conditions, resulting in a rich humus-like material. Compost materials may include, but are not necessarily limited to, kitchen food waste, garden waste, yard clippings, etc.
 - B. Contaminated Sharps: All discarded sharps (e.g., hypodermic needles, syringes, Pasteur pipettes, broken glass, scalpel blades, etc.) used for patient care or which have come into contact with infectious agents during use in medical, research, or industrial laboratories.
 - C. Hazardous Waste: Includes, but is not necessarily limited to, explosives, pathological wastes, radioactive materials, and certain chemicals which shall be determined by the Department of Environment and Conservation.
 - D. Infectious Waste: Solid or liquid waste containing pathogens with sufficient virulence and quantity that exposure to the waste by a susceptible host could result in an infectious disease.
 - E. Putrescible Waste: Decomposed and foul-smelling waste.
 - F. Recyclable Waste: That portion of the total waste stream which can be reclaimed, sorted, processed, prepared, and stored for sale to bulk commodity salvage purchasers for reuse in new products or processes. Recyclable waste may include, but is not necessarily limited to, cardboard, metals, plastics, wood, glass, etc.
 - G. Refuse: Putrescible and nonputrescible solid wastes except body wastes including, but not limited to, garbage, animal carcasses, rubbish, incinerator residue, street cleanings, and industrial waste.
 - H. Rubbish: Nonputrescible solid waste, consisting of both combustible and noncombustible waste, such as, but not necessarily limited to, bedding, crockery, rubber by-products, or litter of any kind.



Subject: WASTE DISPOSAL

- I. Solid Waste: Garbage, trash, refuse, and other discarded solid materials, including solid waste materials resulting from industrial, commercial, and agricultural operations, and from community activities, but not including solids or dissolved material in domestic sewage or other significant pollutants in water resources, such as silt, dissolved or suspended solids in industrial waste water effluents, dissolved materials in irrigation return flows, or other common water pollutants.

- V. POLICY: Each Warden shall ensure that the waste disposal process at their institution is in compliance with federal, state and local health codes.

- VI. PROCEDURES:
 - A. The storage, collection, and transportation of noninfectious waste shall comply with the Tennessee Department of Environment and Conservation (TDEC) rules and regulations and the following:
 1. All garbage, trash, and other noninfectious wastes shall be stored and disposed of in a manner that does not permit the transmission of disease from these wastes, create a nuisance, provide a breeding place for insects and rodents, or constitute a safety hazard.
 2. All indoor and outdoor containers for waste shall be water tight with tight fitting covers. Whenever waste containers sit on floor surfaces which cannot be maintained in a clean and sanitary condition, these containers shall be placed on platforms made of materials which can be easily cleaned and maintained. Small trash cans that are located in staff offices are exempt from these requirements.
 3. Garbage shall be collected from all institutional areas daily, including weekends and holidays and more often if necessary, except where sufficient refrigerated garbage storage space is available to hold the day's accumulation of filled cans.
 4. Garbage shall be transported to the place of disposal either in a special covered garbage truck or in the securely covered container in which it was collected.
 5. Rubbish shall be transported in a manner that prevents scattering during hauling. Any rubbish scattered during hauling shall be removed at once.
 6. Trucks used for hauling garbage shall not be used for hauling food items, medications, medical supplies, or medical equipment. Trucks shall be maintained in a clean condition to control odor, insect breeding, mold, and fungus growth.
 7. Dead TRICOR farm animals may be disposed of by burial on the institutional farm. If burial is used, a hole deep enough to allow a minimum of two feet of dirt on top of the carcass shall be dug. Powdered lime shall be placed on the carcass prior to covering with dirt.



Subject: WASTE DISPOSAL

- B. Garbage and other refuse shall be disposed of promptly and in a sanitary manner.
1. Combustible refuse may be disposed of by burning provided an appropriate permit has been obtained by the local responsible jurisdiction and that the facility complies with the Tennessee Department of Environment and Conservation (TDEC), Rule Chapter 1200-3-4 (Regulations governing open burning).
 2. Refuse shall be disposed of by a contractor or the facility, and may be buried in a sanitary landfill. Any facility-operated sanitary landfill must comply with the Tennessee Department of Environment and Conservation. TDEC, Rule Chapter 1200-1-7 (Regulations Governing the Planning, Construction, Operation and Maintenance of Solid Waste Processing and Disposal Systems in Tennessee).
 3. Food waste and appropriate industrial waste may be disposed of by composting.
- C. Hazardous wastes shall be disposed of in a sanitary landfill only if special provisions are made for such disposal with the landfill owner and are approved by the Department of Environment and Conservation.
- D. The disposal of infectious wastes shall comply with the following:
1. TDEC Rule Chapter 1200-8-1 (Hospital Rules and Regulations).
 2. Infectious waste must be segregated from other waste at the point of generation within the facility. Infectious wastes posing additional hazards must be further segregated as necessary for proper management.
 3. Infectious waste must be packaged in a manner that will protect waste handlers, the public, staff, and inmates from possible injury and disease that may result from exposure to the waste.
 - a. Contaminated sharps must be directly placed in leakproof, rigid, and puncture/tamper resistant containers, which must then be tightly sealed. Inmate access to these containers shall not be permitted. (Refer to Policy #113.72)
 - b. Whether disposable or reusable, all containers, bags, and boxes used for containment and disposal of infectious wastes must be conspicuously identified. Packages containing infectious wastes which pose additional hazards must also be conspicuously identified to clearly indicate those additional hazards.
 - c. Unless the surfaces of the containers have been completely protected from contamination by disposal liners or other devices removed with the waste, reusable containers for infectious wastes must be thoroughly sanitized each time they are emptied.



Subject: WASTE DISPOSAL

4. After packaging, infectious wastes must be handled and transported by methods ensuring containment and preserving the integrity of the packaging, including the use of secondary containment where necessary.
 5. Infectious waste must be stored in a manner which preserves the integrity of the packaging, inhibits rapid microbial growth and putrefaction, and minimizes the potential of exposure or access by unknowing persons.
 6. Except as provided otherwise, a facility must treat or dispose of infectious wastes by one or more of the methods specified as follows:
 - a. No facility may incinerate infectious waste in an on-site incinerator.
 - b. A facility may treat infectious waste in an on-site sterilization or disinfection device which is designed, constructed, operated, and maintained such that infectious waste treated in such device is rendered noninfectious. Unless it is otherwise hazardous, infectious waste so treated shall be disposed of as nonhazardous solid waste as per Section VI. (A).
 - c. A facility may have infectious waste transported off-site for storage, treatment, or disposal. Such arrangements must be detailed in a written contract, available for approval and review by the TDEC and Facilities, Planning and Construction. Infectious waste shipped off-site must be packaged in accordance with applicable federal and state requirements.
 - d. Infectious waste that contains toxic chemicals that would be volatilized by steam must not be treated in steam sterilizers.
- E. Recyclable waste shall be processed in an efficient and sanitary manner.
1. Paper, cardboard, cans, glass, plastic, and other recyclables shall be collected each day.
 2. Collected recyclables shall be sorted by type, appropriately stored, and packed for sale or shipment to bulk purchasers.
 3. The site designated for processing and storing recyclable waste shall be kept in a clean and sanitary manner.
 4. Recyclable items, when sold, shall be in compliance with General Services Surplus Rules and Regulations.
 5. Composting bins shall have a secure lid to reduce the risk of unpleasant odors.
 6. A trash container shall be next to the composting container to prevent contamination.



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- F. Facilities with composting programs shall maintain the compost area in a manner that promotes efficient operation and minimizes nuisances created by odors, birds, and other vermin.
1. The compost site shall be kept clear of rubbish.
 2. Containers utilized in the movement of compost materials shall be maintained in a structurally sound condition and thoroughly cleaned prior to reuse.

VII. ACA STANDARDS: 4-4331 and 4-4358.

VIII. EXPIRATION DATE: February 15, 2017.



ADMINISTRATIVE POLICIES
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Index #: 112.09

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Effective Date: April 1, 2014

Distribution: A

Supersedes: 112.09 (9/15/10)

Approved by: Derrick D. Schofield

Subject: CONTROL AND USE OF FLAMMABLE, TOXIC, AND CAUSTIC MATERIALS

- I. AUTHORITY: TCA 4-3-603 and TCA 4-3-606.
- II. PURPOSE: To establish procedures required for the control and use of flammable, combustible, toxic, or caustic materials.
- III. APPLICATION: To the institutional Facility Safety Officer (FSO) and all TDOC employees, Tennessee Correction Academy (TCA), Tennessee Rehabilitation Initiative in Correction (TRICOR) staff, and employees of privately managed facilities, who order, receive, store, or utilize flammable, combustible, toxic, or caustic materials.
- IV. DEFINITIONS:
 - A. Chemical Dispenser: A fixed device that measures and distributes chemicals or chemical solutions to other pieces of equipment.
 - B. Contracted Equipment: Any equipment owned or leased by the state for which routine preventive maintenance or emergency repairs are performed by a service contractor rather than by state employees or inmate maintenance.
 - C. Hazardous Material: A material or substance which exposes one to risk or harm and by its chemical composition is a:
 1. Caustic: A substance capable of destroying or eating away by chemical reaction.
 2. Combustible: A substance capable of igniting and burning.
 3. Flammable Aerosol: An aerosol which is required to be labeled "FLAMMABLE" under the U.S. Hazardous Substances Labeling Act.
 4. Flammable Liquid: A liquid having a flashpoint below 100°F (37.8°C) and having a vapor pressure not exceeding 40 lbs. per square inch (absolute) (2,069 mm Hg) at 100°F (37.8°C).
 5. Poison: A toxic that can destroy the life or health of a living animal or plant.
 6. Toxic: A substance that, through chemical reaction or mixture, can produce possible injury or harm to the body by the entry through the skin, digestive tract, or respiratory tract. The toxicity is dependent on the quantity absorbed and the rate, method, and site of absorption.
 - D. Label: Any written, printed, or graphic material displayed on or affixed to containers of hazardous materials.



Subject: CONTROL AND USE OF FLAMMABLE, TOXIC, AND CAUSTIC MATERIALS

- E. Liquid: Any material which has a fluidity greater than 300 penetration, asphalt, or a solid with a melting point of less than 100°F (37.8°C).
- F. Personal Protective Equipment (PPE): Devices that are specified in MSDS or other manufacturer's literature to be worn or used by the worker to protect against hazards associated with the use of flammable, toxic, and caustic materials.
- G. Posted Warning Notice (PWN): Any written, printed, or graphic material displayed to indicate a potentially hazardous condition which, if not avoided, could result in death or serious injury.
- H. Safety Data Sheet (SDS): Written or printed information concerning a hazardous chemical which is prepared in accordance with OSHA 1910.1200 (also referred to as Product Safety Data Sheet).
- I. Stoddard Solvent: A paraffin-derived clear, transparent liquid cleaning solvent which is a common organic solvent.
- V. POLICY: All hazardous materials posing a potential risk to inmates, volunteers, visitors and staff shall be strictly controlled in accordance with the provisions of this policy and state regulations.
- VI. PROCEDURES:
- A. The procurement officer shall ensure that all hazardous materials purchased are required to be delivered with a Safety Data Sheet (SDS). Upon receipt of hazardous materials, the Warehouse Manager shall ensure that the Safety Data Sheet (SDS) is received with the product. The FSO shall research and review the SDS of all hazardous material procurements and verify that there is not another suitable substitute product which is less hazardous prior to approval and entry of purchase order. Special care should be exercised by all employees who are involved with storage, use, and/or inventory of hazardous materials. All employees should familiarize themselves with the SDS sheets associated with the products they will be using, in order to be knowledgeable about the product, precautions, Personal Protection Equipment (PPE) and procedures to follow in case of emergency.
- B. Any material having a concentration of 1% or more of any ingredient for which a Chemical Abstract Services (CAS) Number as listed in section 2 of the SDS, or specifically identified as hazardous by the American Correctional Association (ACA) or by the FSO, shall be controlled on Hazardous Material Bin Cards, CR-3154.
- C. Any material without a CAS Number, or having a concentration less than 1%, or a material comprised of multiple ingredients of which a component may have a CAS number shall not be considered hazardous and their accountability, use and control shall be addressed by institutional policy. These materials may be controlled on Hazardous Material Bin Cards, CR-3154, if desired for consistency purposes unless the material is a standard non-hazardous cleaning supply used by inmates and staff. All standard non-hazardous cleaning supplies will be controlled and adhere to the following parameters.



1. The non-hazardous cleaning supplies shall be placed in a container such as a basket/bucket/kit with an inventory card attached that lists each chemical and the number of bottles assigned to each container.
2. When the basket/bucket/kit is issued to an inmate, the inmate must surrender his ID card to a staff member until the kit is returned or the kit must be logged in and out on a bound ledger.
3. A securable area shall be identified for storage of all cleaning supplies when not in use.

D. Storage and inspection responsibilities:

1. The FSO shall designate and identify for the Warden's approval areas or receptacles for the storage of hazardous materials and shall post appropriate warning signs at these locations.
2. The Warden shall designate a supervisor for each approved storage area or receptacle.
3. Each supervisor shall be responsible for the control and accountability of all hazardous materials used in their respective sections.
4. All supervisors of sections using any of the defined hazardous materials shall comply with this policy and shall, upon request, assist in inspections concerning control of hazardous materials.
5. The FSO, as required by Policy #112.05, shall inspect monthly, or cause to be inspected, all storage areas and inventories for control of hazardous materials. Any deficiencies noted shall be reported to the Warden.

E. Accountability of Hazardous Materials:

1. Each designated staff person for each storage location shall maintain a perpetual inventory using Hazardous Material Bin Cards, CR-3154. Bin cards for each substance shall:
 - a. Accurately reflect the most current receipts, quantities issued, and balances on hand. The date and signature of the staff person performing the transaction should be included.
 - b. Reflect a reference number which can be used to cross-reference the SDS.
2. The monthly inventory should be recorded on the Hazardous Material Inventory, CR-2824, with a copy forwarded to the FSO. The FSO shall compile a master file of CR-2824 forms.



3. Each section using hazardous materials shall maintain a file of SDS for the products used in that location. They shall be numerically ordered, indexed, and cross-referenced to bin cards. The SDS sheets shall be located in an easily accessible area, and all staff should be instructed as to the location of the SDS sheets.
4. The FSO shall compile a master file of SDS for all hazardous materials stored or used throughout the institution. An emergency plan shall be developed detailing procedures to be taken when an accident occurs, including telephone numbers of people or locations to be contacted, addresses of locations where medical treatment can be obtained, Personal Protective Equipment (PPE) required, clean up procedures, and any other pertinent information necessary to minimize the time necessary to obtain treatment for the affected person. A complete set of SDS shall be kept in Health Services for reference use by health service personnel for first aid applications.
5. The FSO employed in facilities either manufacturing and/or storing hazardous materials in bulk (55 gallons or more of liquids or 500 lbs or more of solids) shall maintain a facility diagram indicating location of storage points and amount of materials stored. A copy of this diagram shall be maintained in Central Control, with the Facility Safety Officer, and be made available to emergency response units.

F. Hazardous Material Storage:

1. Flammable liquids shall be stored in accordance with National Fire Protection Association (NFPA) standards in approved metal cabinets, cans or flammable storage rooms. Gas/flammable shall not be stored within the secure perimeters of any facility.
2. Poisonous, toxic, and caustic materials shall be stored inside securely constructed locked containers, inside locked rooms, or in secured fenced areas accessible only to employees.
3. Those facilities either manufacturing or storing flammable liquids in bulk (55 gallons or more) shall comply with NFPA 30 "Flammable and Combustible Liquids Code" and OSHA "Hazard Communications Standard (29 CFR 1910.1200)", latest edition.

G. Use of Hazardous Materials:

1. Issuing: All hazardous materials shall be issued (i.e. drawn from supply points to containers or dispensed) only under the supervision of an authorized staff member. All issues and receipts of hazardous materials shall be accounted for on the Hazardous Material Bin Card. The Unit of Issue shall be defined on the Bin Card. The amounts entered on the Bin Card as Received, Issued, or Balance on Hand shall be recorded to the closest one quarter ($\frac{1}{4}$) Unit of Issue.



Subject: CONTROL AND USE OF FLAMMABLE, TOXIC, AND CAUSTIC MATERIALS

2. Training: Staff members authorized to issue, use, or supervise the use of hazardous materials shall be trained in the use of PPE required for the hazardous material utilized. The FSO shall annually train staff in the use of specified PPE and verify that the employee's training record reflects PPE training.
 3. Amount: Hazardous materials shall be issued only in the amount necessary for the task, not to exceed one shift use.
 4. Supervision: Inmates using hazardous materials shall be closely supervised by authorized staff members trained in the use of the hazardous material utilized.
 5. Control: No inmate shall be permitted to have as a personal possession any material determined to be flammable, caustic, and/or toxic by its SDS or by the FSO.
 6. Labeling: All containers holding chemicals shall have a properly affixed label listing the following minimum information:
 - a. For hazardous materials:
 1. Product name
 2. Pertinent health and treatment information
 3. PPE requirements
 - b. For nonhazardous materials: product name
 7. Ventilation: Areas where flammable liquids are used shall be provided ventilation at a rate of not less than one cubic foot per minute per square foot of solid floor area. Chemical cabinets designed for external ventilation should be adequately ventilated by hard duct to an exterior exhaust.
 8. Cleaning:
 - a. Under no circumstances shall gasoline or carbon tetrachloride be used for cleaning.
 - b. Stoddard solvents, kerosene, or other cleaning agents with a flashpoint above 100°F shall be used only in conjunction with an approved cleaning agitator. These materials shall not be used or transported in open containers.
 9. Chemical Dispensers: All chemical dispensers shall be locked and controlled by an authorized supervisor or the area manager/designee.
- H. Maintenance and Servicing of Contract Equipment/Dispensers:



Subject: CONTROL AND USE OF FLAMMABLE, TOXIC, AND CAUSTIC MATERIALS

1. The Warden shall ensure that equipment maintained through service contracts with private vendors shall be serviced by those contractors/vendors in accordance with their service agreement.
2. TDOC staff and inmate maintenance workers may perform emergency repair of contract equipment or dispensers only if the service contractor/vendor has appropriately trained them in the proper emergency response and procedures.
3. The appropriate supervisor shall document all staff training and place the record in their training file. Appropriate documentation of inmate training shall be placed in the inmate's institutional record.

I. Posted Warning Notice (PWN):

1. All PWNs shall have a red warning sign indicating DANGER/HAZARDS and PPE requirements for that specific product.
2. All PWNs shall be posted in conspicuous places to be determined by the FSO.

J. All empty hazardous material containers shall be disposed of in accordance with procedures identified on the SDS.

K. Forms and documentation associated with this policy shall be maintained for a period of not less than three years.

VII. ACA STANDARDS: 4-4214 and 4-4215.

VIII. EXPIRATION DATE: April 1, 2017.



ADMINISTRATIVE POLICIES
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State of Tennessee
Department of Correction

Index #: 112.11

Page 1 of 2

Effective Date: May 15, 2014

Distribution: B

Supersedes: 112.11 (1/15/10)
PCN 12-3 (1/1/12)
PCN 11-1 (2/1/11)

Approved by: Derrick D. Schofield

Subject: SMOKE-FREE POLICY (TDOC INSTITUTIONS)

- I. AUTHORITY: TCA 4-3-603, TCA 4-3-606, and TCA 4-4-121.
- II. PURPOSE: To ensure a safe and healthy work environment for all employees and a similar living environment for the inmate population.
- III. APPLICATION: To all Tennessee Department of Correction (TDOC) Institutions and/or privately managed facilities, Tennessee Rehabilitative Initiative in Correction (TRICOR) employees, inmates, volunteers, and visitors to any TDOC institution.
- IV. DEFINITIONS:
 - A. Employee: For purposes of this policy only, an employee is considered to be any individual employed by the TDOC, any individual serving as a volunteer to the Department, or any contract employee or vendor providing professional services to the Department.
 - B. Tobacco Products: Cigarettes, pipes, pipe tobacco, tobacco substitutes, chewing tobacco, snuff, matches, cigarette lighters, smoking paraphernalia, electronic or any other type of smokeless cigarettes, and all other items developed or processed for the primary purpose of facilitating the use or possession of tobacco or tobacco-related products.
 - C. Tobacco Substitutes: Any product that can be construed as tobacco, including but not limited to, mint chew and leaf substances.
- V. POLICY: Possession and use of tobacco products, tobacco-related products, and tobacco substitutes are prohibited within all TDOC and/or State of Tennessee buildings, vehicles, and property under TDOC control. Smoking shall be permitted only in the two designated areas on grounds of the Tennessee Correction Academy.
- VI. PROCEDURES:
 - A. TDOC institutional staff and TRICOR employees, inmates, volunteers, and visitors are prohibited from the possession, use, selling, trading, or bartering of tobacco products or tobacco substitutes on state property. These items as defined above shall be considered contraband. Individuals shall have their tobacco products securely locked within their personal vehicles and out of view within the personal vehicles while parked on state property. The possession and use are permitted on select authorized areas on the grounds on the Tennessee Correction Academy.
 - B. The Warden will ensure that all buildings, vehicles, and TDOC property are marked instructing "No Use of Tobacco Products" or "Tobacco Products and Substitutes Prohibited." Proper notification advising that inmates are prohibited from using or possessing tobacco products, tobacco-related products, or tobacco substitutes shall be provided to new inmates upon orientation and added to the institutional inmate handbooks.



Subject: SMOKE-FREE POLICY (TDOC INSTITUTIONS)

- C. Inmates and employees who have a history of tobacco usage are encouraged to seek consultation in order to aid in their tobacco use cessation efforts. The Department will assist interested inmates and employees in receiving smoking cessation counseling.
- D. All visitors will be instructed that all tobacco products, tobacco-related products, and tobacco substitutes are contraband and as such, are not allowed on state property or in the institution and are to be locked in their personal vehicles. Visitors will have their tobacco products securely locked within their personal vehicles and out of view within the personal vehicles while parked on state property.
- E. Enforcement
 - 1. Any inmate violating this policy is subject to a charge as governed by Policies #502.02 and #502.05.
 - 2. TDOC employees violating this policy are subject to corrective and/or disciplinary action, in accordance with established Tennessee Department of Human Resources rules and regulations; privately managed facilities will follow TDOC approved corporate policies regarding employee disciplinary actions.
 - 3. All other individuals violating this policy will be directed to leave state property controlled by TDOC.
 - 4. A non-smoking, group religious pipe ceremony, approved by the Religious Activities Committee, shall not constitute a violation of this policy, provided:
 - a. The pipe may only be used in group gatherings at times and places approved by the Warden.
 - b. No material whatever will be placed in the bowl of the pipe and the pipe will not be lighted.
 - c. The pipe must be used for religious purposes only, and any other use may result in disciplinary action.
 - d. The pipe must be brought in by volunteers or Outside Clergy and taken out each time, OR stored in a designated area in or near the chapel, as determined by the Warden.
 - e. The pipe must not be a risk to the safety and security of the institution, as determined by the Warden.
 - f. The pipe must not contain STG or STG-related markings or insignia. The pipe is subject to inspection and search at all times.

VII. ACA STANDARDS: None.

VIII. EXPIRATION DATE: May 15, 2017.



ADMINISTRATIVE POLICIES
AND PROCEDURES
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Effective Date: December 1, 2011	
Distribution: A	
Supersedes: 113.35 (9/15/08)	

Approved by: Derrick D. Schofield

Subject: THERAPEUTIC DIETS

- I. AUTHORITY: TCA 4-3-603 and TCA 4-3-606.
- II. PURPOSE: To provide therapeutic diets for inmates whose health condition requires a diet other than that those prepared for the general population.
- III. APPLICATION: Wardens, health care staff, unit managers, correctional officers, food service managers, inmates, medical contractors, and privately managed facilities.
- IV. DEFINITIONS:
 - A. Authorized Health Care Professional: For purposes of this policy, a physician, dentist, mid-level provider, or registered dietitian.
 - B. Therapeutic Diet: Special meal or food combination lists developed by the TDOC Director of Food Services and prescribed by an authorized health care professional as part of the inmate's medical or dental treatment.
- V. POLICY: Therapeutic diets shall be prescribed by an authorized health care professional when medically/dentally indicated, and shall be provided by the food service staff.
- VI. PROCEDURES:
 - A. Authorization and Indications:
 - 1. The institutional physician/designee shall develop an institutional plan in cooperation with the food service manager, with the intent to minimize unnecessary therapeutic diet orders in the institution by educating the inmate in proper self-care and nutrition.
 - 2. Therapeutic diets shall not be ordered to accommodate an inmate's food preference or special requests.
 - 3. Inmates requesting therapeutic diets to comply with religious beliefs shall be referred to the chaplain.
 - B. Documentation: In all cases, documentation of the condition requiring a therapeutic diet shall be recorded in the health record. When a therapeutic diet order is requested, a Therapeutic Diet Order, CR-1798, shall be initiated and signed by the physician, dentist, or mid-level provide with copies distributed as indicated on the form. Therapeutic diet orders shall be documented on the Physician's Orders, CR-1892.
 - C. Requests/Orders:



Subject: THERAPEUTIC DIETS

1. Therapeutic diets shall be ordered by an authorized health care professional only when a medical or dental condition precludes the inmate from eating the food prepared for the general population.
2. The therapeutic diet shall begin with the next scheduled meal, unless otherwise indicated. The Therapeutic Diet Order, CR-1798, must be delivered to the food service manager or designee at least two hours prior to the serving time in order to be effective for that meal.
3. Orders are valid for a maximum of three months, or until they expire, are discontinued, or changed by the authorized health care professional, or refused in writing by the inmate, in accordance with Section VI.(D)(5) of this policy.
4. Diets other than those listed on the Therapeutic Diet Order, CR-1798 may be utilized as needed on a restricted basis and may be requested as titled in the Nutrition Care Manual from the American Dietetic Association (ADA).
5. If a required diet is not included on form CR-1798, or if other modifications are needed, the prescriber must contact the food service manager or TDOC Director of Food Services to review these needs.
6. If at any time the prescriber determines that there is no clinical reason to continue the therapeutic diet, he/she shall document the discontinuation on the Physician's Orders, CR-1892 and notify the food service manager.

D. Refusal and Non-Compliance:

1. When a therapeutic diet request is refused or canceled, the food service department shall be notified per institutional procedure.
2. Health services staff shall document diet tray refusals in their respective infirmary wards.
3. Diet tray refusals in living units shall be documented as indicated in Policy #116.01.
4. When the health care staff encounters inmates who are non-compliant with their therapeutic diets they shall counsel the inmate regarding the importance and necessity of compliance with the diet. This counseling shall be documented in the health record on the Problem Oriented Progress Record, CR-1884, and the Teaching Counseling Plan, CR-2742. In accordance with Policy #113.51, inmates may refuse medical diets by signing a Refusal of Medical Services, CR-1984. The inmate shall also be charged for the cost of unclaimed specially prepared meals, including snacks and lunch bags.
5. Inmates with an order for a therapeutic diet tray may refuse the tray in favor of a regular diet tray. In this instance, he/she shall be charged \$5.00 for the unused therapeutic diet tray and must see the prescribing provider before the therapeutic diet is discontinued.



Subject: THERAPEUTIC DIETS

- E. Dietary Education: When initiating a new diet, the prescriber shall have the responsibility of educating each inmate on the clinical indication for his/her diet, and the duration, special instructions, and recommended food restrictions (including commissary items) of his/her diet. Education should include written materials with emphasis on foods to avoid, foods that are of benefit, and weight management, when appropriate. The educational intervention shall be documented in the inmate health record. The inmate shall sign the Therapeutic Diet Order, CR-1798, indicating that the therapeutic diet has been fully explained.
- F. Transfers:
1. When an inmate on a therapeutic diet is transferred to another facility, all pertinent information regarding the diet shall be entered in the health record that accompanies the inmate. (See Policy #113.04)
 2. Upon an inmate's transfer, the current and valid diet order shall be included in the record for transfer to the receiving institution. The therapeutic diet shall be continued until the inmate can be reevaluated by a physician, dentist, or mid-level provider at the receiving institution.
- G. Food Service Responsibilities: Institutions shall follow policies #116.01, #116.03, #116.05, and #506.16, regarding menu and diet planning as well as meal service environment and sanitation
- VII. ACA STANDARDS: 4-4318, 4-4320, and 4-4414.
- VIII. EXPIRATION DATE: December 1, 2014.



TENNESSEE DEPARTMENT OF CORRECTION

THERAPEUTIC DIET ORDER

INSTITUTION: _____

LOCATION: _____

NAME: _____ NUMBER: _____ DATE OF BIRTH: _____

ALLERGIES: _____

POTENTIAL FOOD/DRUG INTERACTION: _____

TYPE OF REQUEST: New Renewal Change Cancel

TYPE OF DIET:

- Clear Liquid (3 days only) Full Liquid Mechanical Soft Bland Renal (includes HS snack)
- Pureed Finger Food Snacks - High-Fiber Hepatic-includes HS snack
- Low-fat/Low Cholesterol, No Added Salt AM PM HS Prenatal Diet
- Moderate Calorie/Carbohydrate (ADA) with No Added Salt (includes 3 meals with HS Snack)

DURATION: _____ Days START DATE: _____ STOP DATE: _____

SIGNATURE: _____ DATE: _____

Health Care Provider/Title

THIS SPECIAL DIET HAS BEEN EXPLAINED TO ME AND I UNDERSTAND I WILL BE CHARGED THE COST OF ANY MODIFIED MEAL I FAIL TO PICK UP.

Inmate's Signature

Date

THIS SECTION TO BE COMPLETED BY DIETARY SERVICES

DIETARY SERVICES (Comments compliance/noncompliance, i.e., failure to pick up diet, diet refusal, irregular use, etc.):

Diet Compliance/Noncompliance: (Circle Letter to Indicate Noncompliance)

B = Breakfast

L = Lunch

D = Dinner

MONTH _____

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
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MONTH _____

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MONTH _____

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MONTH _____

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SIGNATURE: _____

DATE: _____

Authorized Food Service Representative/Title



**TENNESSEE DEPARTMENT OF CORRECTION
HEALTH SERVICES
REFUSAL OF MEDICAL SERVICES**

INSTITUTION _____

Date _____ 20 _____ Time _____ AM/PM

This is to certify that I _____, _____
(Inmate's Name) (TDOC Number)
have been advised that I have been scheduled for the following medical services and/or have been advised to have the following evaluations, treatment, or surgical/other procedures:

I am refusing the above listed medical services against the advice of the attending physician and/or the Health Services staff. I acknowledge that I have been informed of the risks involved by my refusal and hereby release the State of Tennessee, Department of Correction, and their employees from all responsibility for any ill effects which may be experienced as a result of this refusal. I also acknowledge this medical service may not be made readily available to me in the future unless an attending physician certifies my medical problem as a medical emergency.

Signed: _____
(Inmate) (TDOC number) (Date)

Witness: _____
(Signature) (Title) (Date)

Witness: _____
(Signature) (Title) (Date)

The above information has been read and explained to,

_____ but has refused to sign
(Inmate's Name) (TDOC number)
the form.

Witness: _____
(Signature) (Title) (Date)

Witness: _____
(Signature) (Title) (Date)



TENNESSEE DEPARTMENT OF CORRECTION
TEACHING/COUNSELING PLAN

Patient's Name

Subject

ELEMENT	DATES TAUGHT

Note: Each entry must be signed.



ADMINISTRATIVE POLICIES
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State of Tennessee
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Index #: 113.35

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Effective Date: June 1, 2013

Distribution: A

Supersedes: N/A

Approved by: Derrick D. Schofield

Subject: THERAPEUTIC DIETS

POLICY CHANGE NOTICE 13-28

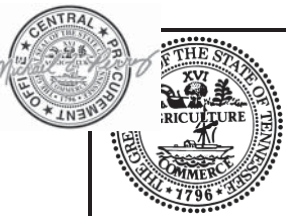
INSTRUCTIONS:

Please change Section VI. (D)(4) to read as follows:

- “4. When the health care staff encounters inmates who are non-compliant with their therapeutic diets they shall counsel the inmate regarding the importance and necessity of compliance with the diet. This counseling shall be documented in the health record on the Problem Oriented Progress Record, CR-1884, and the Teaching Counseling Plan, CR-2742. In accordance with Policy #113.51, inmates may refuse medical diets by signing a Refusal of Medical Services, CR-1984. The signed Refusal of Medical Services, CR-1984, will remain in effect until the Therapeutic Diet Order expires or until the next follow-up with the medical provider. The inmate will not be charged as long as the CR-1984 is in effect.”

Please change Section VI. (D)(5) and (6) to read as follows and add new subsections (7) and (8):

- “5. If an inmate signs a CR-1984 then chooses to resume their therapeutic diet more than twice in a 30 day period then the therapeutic diet trays will continue per the original Therapeutic Diet Order or until the next follow-up with the medical provider.”
6. Inmates with an order for a therapeutic diet tray may refuse the tray in favor of a regular diet tray. In this instance, he/she shall be charged \$5.00 for the unused therapeutic diet tray and must see the prescribing provider in accordance with Policy #113.31 before the therapeutic diet is discontinued.
7. If an inmate refuses or fails to pick-up his/her therapeutic meal for nine consecutive meals, the individual responsible for documenting the meal service shall notify the health service staff by using a reproduced copy of the Therapeutic Diet Request, CR-1798. The inmate will have effectively demonstrated non-compliance with the therapeutic diet although a Refusal of Medical Services, CR-1984, has not been signed. The provider shall follow the same documentation procedure indicated in Policy #113.51 and provide a copy to the food service department. The food service manager shall be notified by phone or e-mail in addition to written documentation.
8. Inmates that receive total parenteral nutrition (TPN) or a tube feeding as a sole source of nutrition and have an order for NPO may refuse the TPN or tube feeding by signing a Refusal of Medical Services, CR-1984, but will not receive a meal tray and a charge will be assessed. The healthcare staff will counsel the inmate regarding the importance and necessity of compliance with TPN and/or tube feeding.”



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Index #: 113.36

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Effective Date: November 1, 2011

Distribution: A

Supersedes: N/A

Approved by: Derrick D. Schofield

Subject: HUNGER STRIKE

- I. AUTHORITY: TCA 4-3-603 and TCA 4-3-606.
- II. PURPOSE: To provide guidelines for the provision of monitoring the health maintenance of affected inmates during a suspected or confirmed hunger strike.
- III. APPLICATION: Wardens, all health services staff, all mental health services staff, contractors, privately managed institutions and volunteers who are involved in the operation of religious programming.
- IV. DEFINITIONS:
 - A. Decision-Making Capacity (Mental Competency): The ability to understand and appreciate the nature and consequences regarding one's health care decisions, including the benefits and disadvantages of such choices.
 - B. Hunger Strike: A method of non-violent resistance or pressure in which the inmate willingly abstains from some or all food, drink or both, for at least 72 consecutive hours.
 - C. Quality Improvement Review (QIR): A process of internal review and evaluation to systematically and objectively assess the adequacy and appropriateness of the therapeutic care services provided to inmates who inflicted serious self-injury, had an episode of suicidal behavior, made a suicide attempt, were placed in therapeutic restraints, or died as a result of suicide or placement in therapeutic restraints.
- V. POLICY: Any inmate who either self-declares himself/herself or is suspected to be on a hunger strike shall be closely monitored and provided appropriate health care, psychological services, and administrative staff intervention as well as medical intervention necessary to preserve life.
- VI. PROCEDURES:
 - A. Notification of Hunger Strike:
 1. Any employee who receives notification by announcement or direct observation of a declared hunger strike in progress must immediately notify the Warden or designee.
 2. The Warden/designee shall notify the Health Administrator, Mental Health Administrator, Chaplain, Unit Manager and Shift Supervisor and request their assistance in investigating and verifying the hunger strike.
 3. The Warden/designee shall investigate, verify the hunger strike, and document the findings in TOMIS/e-TOMIS conversation LCDG as outlined in Policy #103.12.



Subject: HUNGER STRIKE

4. The Warden's investigation shall include the following:
 - a. Verifying the length of time since the inmate's last intake of food.
 - b. Evaluating the accessibility of food from commissary or other sources.
 - c. Identifying the inmate's reason for declaring the hunger strike.
 - d. Determining any potential resolutions that shall end the hunger strike.
 5. The Unit Manager, upon confirmation of the inmate's refusal to eat or take in liquids, shall attempt to resolve circumstances leading to the hunger strike then document such attempts and their outcome in TOMIS/e-TOMIS conversation LCDG, following the documentation guidelines in Policy #103.12.
 6. Any inmate may be officially deemed on a Hunger Strike once it is verified that he/she has not eaten for at least 72 hours.
 7. Immediately upon confirmation of the hunger strike, the Health Administrator shall notify the TDOC Director of Health Services and the site Medical Director. In addition, the health administrator shall provide a daily report of the inmate's condition and management until the hunger strike is resolved.
 8. The Warden/designee shall notify the Assistant Commissioners of Operations, Rehabilitative Services, and Administrative Services of the hunger strike and the course of action being taken. In addition, the Warden/designee shall provide a daily report of the inmate's condition and management until the hunger strike is resolved.
 9. If the inmate reports that he/she is fasting for religious reasons, the Warden/designee shall contact the facility chaplain and request his/her consultation with the inmate regarding the appropriate parameters for fasting.
- B. Health Assessment/Evaluation:
1. Within 24- hours of notification, the facility physician or mid-level provider shall review the inmate's health record and assess the inmate's current physical and mental status.
 - a. The physical evaluation shall include but not be limited to the recording of height, weight, vital signs, and urinalysis.
 - b. The inmate shall be advised of the potential consequences of such actions which may include death.
 - c. In the event the inmate refuses to submit to a medical examination, the provider shall record such refusal in the health record on the Problem Oriented Progress Record, CR-1884 as well as Refusal of Medical Services, CR-1984.
 - d. The physician and/or mid-level provider shall proceed with the development of a treatment plan and intervention for the inmate's medical management.
 - e. Any inmate whose decision-making capacity is in question shall be immediately referred for a mental health evaluation to identify any mental health problems requiring treatment.



Subject: HUNGER STRIKE

2. A mental health evaluation shall be completed within 72 hours to determine whether mental health intervention is needed.
 - a. Should there be no mental health treatment indicated, the results of the evaluation shall be summarized in the inmate's health record.
 - b. Should mental health treatment be indicated, the mental health administrator shall prepare a memorandum to be sent to the Warden/designee and Health Administrator with an evaluation, diagnostic impression and recommendation for the type of treatment indicated. A copy shall be maintained in the inmate's health record.
 - c. Should the mental health treatment needed be unavailable at the institution, the inmate shall be transferred to an institution equipped to provide the required level of care.

C. Facility Management of Hunger Strikes:

1. The inmate shall be placed in a non-disciplinary but controlled housing area where close observation is possible (e.g., infirmary). Should the inmate already be assigned to segregation housing, he/she shall remain in the unit and shall be placed in an area where close observation is possible.
2. All commissary items and private food supplies shall be removed from the inmate's cell while the inmate is on hunger strike. The inmate shall not be allowed to make commissary purchases of food or items providing nourishment while under hunger strike management.
3. Every effort should be made by counselors and licensed health care personnel to encourage the inmate to resume taking food or liquids by mouth. Every such effort shall be documented in the inmate's health record on the Problem Oriented Progress Record, CR-1884.
4. Three meals per day shall continue to be delivered to the inmate's cell. A verbal offer of a meal shall not suffice unless the inmate's actions pose a threat to staff safety. The meal tray shall remain with the inmate until all of the unit food trays are collected.
5. A facility specific, individual inmate log shall be maintained in the housing unit of each inmate involved in the hunger strike. Every shift shall log the following information:
 - a. Inmate's activity level, conversation, movement, alertness, and any other relevant information.
 - b. Any solid or liquid nourishment offered and/or consumed by the inmate shall be noted on the log with an estimate of the amount. The observer shall make no comment and remain unobtrusive.
 - c. Health Services shall be notified by the unit team when the inmate accepts nourishment.



Subject: HUNGER STRIKE

6. When the hunger strike has been resolved, the health administrator shall notify the Warden/designee. The Warden/designee shall notify the Assistant Commissioners of Operations, Rehabilitative Services, and Administrative Services and document on TOMIS/e-TOMIS conversation LCDG.

D. Medical Management of Hunger Strikes:

1. The inmate's hydration and nutritional status shall be assessed daily by a physician or mid-level provider.
2. Vital signs, weight and any orders for laboratory tests (i.e. blood chemistries, CBC, urinalysis, ETC.) shall be recorded daily. Additional medical evaluations shall be performed as clinically indicated.
3. Refusal of any care and/or treatment shall be documented in the inmate's health record on the Problem Oriented Progress Record, CR-1884 and Refusal of Medical Services, CR-1984.
4. Should a hunger strike persist and an inmate begins to show physical signs of starvation and/or dehydration, the inmate shall be moved to the infirmary upon physician order for close observation. If an infirmary bed is unavailable, arrangements shall be made to move the inmate to an institution that can provide the level of medical supervision necessary.
5. If the hunger strike progresses up to seven days, the responsible physician shall determine whether the facility is capable of providing the appropriate level of care to meet the inmate's projected needs. The inmate may be considered for transfer to another facility that can provide more medical/ mental health services.
6. In the event the inmate's physical condition becomes life-threatening, the medical staff shall take appropriate medical measures (i.e. IV fluid administration, laboratory diagnostic tests, use of feeding tube, etc.) as ordered by the physician or mid-level provider.
7. Medical observation of inmates on hunger strike should be terminated if the inmate declares the hunger strike is over and he/she begins taking food and/or fluids and is medically stable as determined by the physician or mid-level provider.
8. In consultation with the mental health provider, the attending physician shall complete a QIR as determined necessary.
9. The health administrator shall notify the Warden/designee and the TDOC Director of Health Services once the hunger strike has been resolved.

VII. ACA STANDARDS: 4-4224, 4-4328, 4-4347, 4-4350, 4-4366, 4-4367

VIII. EXPIRATION DATE: November 1, 2014.



**TENNESSEE DEPARTMENT OF CORRECTION
HEALTH SERVICES
REFUSAL OF MEDICAL SERVICES**

INSTITUTION _____

Date _____ 20 _____ Time _____ AM/PM

This is to certify that I _____, _____
(Inmate's Name) (TDOC Number)
have been advised that I have been scheduled for the following medical services and/or have been advised to have the following evaluations, treatment, or surgical/other procedures:

I am refusing the above listed medical services against the advice of the attending physician and/or the Health Services staff. I acknowledge that I have been informed of the risks involved by my refusal and hereby release the State of Tennessee, Department of Correction, and their employees from all responsibility for any ill effects which may be experienced as a result of this refusal. I also acknowledge this medical service may not be made readily available to me in the future unless an attending physician certifies my medical problem as a medical emergency.

Signed: _____
(Inmate) (TDOC number) (Date)

Witness: _____
(Signature) (Title) (Date)

Witness: _____
(Signature) (Title) (Date)

The above information has been read and explained to,

_____ but has refused to sign
(Inmate's Name) (TDOC number)
the form.

Witness: _____
(Signature) (Title) (Date)

Witness: _____
(Signature) (Title) (Date)



ADMINISTRATIVE POLICIES
AND PROCEDURES
State of Tennessee
Department of Correction

Index #: 113.51

Page 1 of 8

Effective Date: October 1, 2012

Distribution: A

Supersedes: 113.51 (7/1/09)

Approved by: Derrick D. Schofield

Subject: CONSENT/REFUSAL OF TREATMENT

- I. AUTHORITY: TCA 4-3-603, TCA 4-3-606, TCA 41-51-102, TCA 32-11-101 et seq, TCA 33-6-1001 et seq, TCA 34-1-101 et seq., TCA 34-2-101 et seq., TCA 34-3-101 et seq., TCA 34-6-201 et seq, TCA 68-11-224 et seq, and TCA 68-11-1701 et seq
- II. PURPOSE: To establish guidelines for an inmate's informed consent or refusal of health care services.
- III. APPLICATION: Wardens, transportation officers, health administrators, health care staff, inmates, privately managed institutions, and healthcare contract providers.
- IV. DEFINITIONS:
 - A. Advance Directive: An individual instruction or written statement relating to the subsequent provision of health care for the individual in which the inmate expresses his/her choice(s) regarding healthcare services to apply in the event he/she is no longer capable of expressing a choice. Advance directives may include, but not be limited to, a living will or a durable power of attorney for health care.
 - B. Attorney-in-Fact for Healthcare: An individual specifically named by an inmate through a written "power of attorney" to act for the inmate in the event he or she becomes incapable of making health care decisions for him/herself.
 - C. Central Dispatch Office (CDO): A function of the office of the Director of Classification Programs which coordinates and schedules inter-institutional transfers and offender transportation.
 - D. Declaration for Mental Health Treatment: An advance healthcare directive authorized under State law, which permits an individual to specify the refusal or acceptance of certain mental health treatment interventions, in the event the individual lacks capacity to make a decision about a proposed mental health treatment intervention.
 - E. DSNF Scheduler: The DSNF employee(s) assigned to coordinate the scheduling of approved offender specialty consultation services and associated transportation services.
 - F. Exposure Incident: A specific contact (eye, mouth, mucous membrane, skin or parenteral contact) with blood or other potentially infectious material that results from the performance of an employee's duties or during a visit to a correctional institution.
 - G. Health Care: All preventive, pharmacological, and therapeutic actions taken to provide for the physical and mental well being of an individual. Health care includes medical, dental, psychiatric, nursing, mental health and allied health services.



Subject: CONSENT/REFUSAL OF TREATMENT

- H. Healthcare Agent: A fiduciary or legal surrogate. A fiduciary is a legal guardian or conservator, or an attorney-in-fact who has been granted a valid power of attorney for health care decisions pursuant to applicable law.
- I. Informed Consent: The voluntary consent or agreement to a treatment, examination, or medical procedure given by the inmate or the inmate's agent after the disclosure of facts regarding the nature, consequences, risks, benefits, and alternatives concerning the proposed treatment, examination, or procedure.
- J. Legal Surrogate: An individual who is informally designated by or on behalf of an inmate to act as a proxy to make general health care decisions for that inmate in the event the inmate becomes incapacitated.
- K. Limited Conservator: An individual appointed by a court to make health care decisions for an inmate who no longer has the ability to do so because of his or her physical or mental health status.
- L. Mental Incapacity: A state in which an inmate lacks the present ability to make rational decisions or give informed consent due to organic or cognitive mental impairment.
- M. Power of Attorney for Healthcare: A document signed by an inmate giving an individual the power to make health care decisions on the inmate's behalf should the inmate become unable to make such decisions.
- N. Source Individual: Any inmate, living or dead, involved in an exposure incident.
- O. Utilization Management Entity: The person(s) or contractor approved by the Tennessee Department of Correction (TDOC) to process all requests for inpatient and outpatient specialty care.
- V. POLICY: All inmates shall be accorded the same rights to informed consent, bodily integrity, and refusal of examination, treatment, and/or medical procedure as found in the community.
- VI. PROCEDURES:
- A. Informed Consent:
1. Routine Treatment: A signed consent is not required for routine examinations or treatment, such as those provided in the clinic during sick call, routine dental care, or dental hygiene procedures. The inmate has given implied consent by presenting himself/herself for services.
 2. Emergency Treatment: The informed consent requirement shall be waived when, in the opinion of the health provider, an emergency situation exists that requires immediate medical or psychiatric intervention to prevent loss of life or limb or to prevent the inmate from harming himself or others, and the inmate lacks the capability to make an informed decision to consent to or refuse treatment.



Subject: CONSENT/REFUSAL OF TREATMENT

3. Special Procedures:

- a. Prior to any medical procedure, the licensed health professional shall provide a thorough explanation of the procedure to the inmate or the inmate's agent, including alternative medical procedures. This shall include any examination, treatment, or medical procedure involving the invasion of a body cavity, placement on psychotropic medications, surgery or potential health consequences.
- b. The inmate or the inmate's agent shall sign Consent for Treatment, CR-1897, authorizing the examination, treatment, or procedure prior to receiving any type of invasive procedure or treatment beyond that of venipuncture. In addition to the health care provider, a member of the health care staff shall sign this form as witness to the consent. The completed form shall be filed in the inmate's health record.

4. Advance Directive and/or Healthcare Agent:

- a. If it appears that an inmate lacks the capability to make rational decisions due to mental incapacity, the provider will refer to the inmate's advance directive, if any. In matters of psychiatric care, the provider shall refer to Policy #113.89.
- b. In the absence of an advance directive, the provider shall seek informed consent from the inmate's healthcare agent, if the inmate has such a representative. For general medical care, in the absence of effective consent from the inmate or from an agent, the provider may implement a decision on behalf of the inmate after consultation with another physician who is not involved in the inmate's care, as provided by the Tennessee Healthcare Decisions Act. The provisions of Policy #113.89 shall govern the issues of inmate psychiatric care.
- c. Forced treatment following the inmate's refusal shall only occur as provided by Section VI.(D) of this policy. "Forced Treatment" does not include, however, the implementation of an order for medical restraint in accordance with generally accepted standards of medical care. When appropriate, the provider will otherwise take steps in accordance with the procedure set forth in Section (g) below to begin the appropriate legal process to address the inmate's continuing mental incapacity and the need for effective authority to conduct ongoing treatment.
- d. Notice of advance directive and/or agent for healthcare decisions:
 1. An inmate may make an advance directive at any time. When information is received that an inmate has made an advance directive, the Health Services Administrator/designee shall record the advance directive in the Health Record, and shall document the fact of the advance directive, and its location in the Health Record on the Major Medical Conditions Problem List, CR-1894.



Subject: CONSENT/REFUSAL OF TREATMENT

2. When information is received that a healthcare agent has been named for an inmate, the Health Services Administrator/designee shall document that an agent has been named. Such documentation shall include the name and telephone number of the agent and a secondary contact number, if available, on the Major Medical Conditions Problem List, CR-1894. Additionally, the name and telephone number of the agent shall be documented in TOMIS conversation LCLA, Option 6 (Emergency Notification).
- e. Legal Surrogates: If an inmate has not designated a legal surrogate, the provider may identify an appropriate surrogate in accordance with the provisions of the Tennessee Healthcare Decisions Act.
 - f. Authority of the healthcare agent for healthcare decisions :
 1. Providers may rely upon documentation of a legal representative's authority when such documentation is furnished by or through Tennessee Department of Correction (TDOC) General Counsel or has been otherwise verified by counsel. The General Counsel must verify any document that purports to give an individual legal authority to make health care decisions for an inmate.
 2. A healthcare agent for health care decisions can make any decision that the inmate could make about healthcare services, except that the agent-cannot revoke an advance directive or make a decision that is contrary to the advance directive.
 3. A conservator has no authority to revoke a valid appointment of an attorney in fact, or to override the decision of an attorney in fact.
 4. A surrogate's consent is effective only in the absence of other authority. A surrogate has no authority in matters of mental health treatment.
 - g. Recommendation for need for guardian or conservator: When it appears that an inmate lacks mental capacity and has no legally authorized representative, a physician, psychologist, or psychiatrist shall evaluate the inmate to confirm his/her mental capacity. If the evaluation concludes that the inmate is unlikely to give informed consent and unlikely to regain the capacity to give informed consent in the immediate future, the evaluating provider shall advise the Warden and General Counsel of the inmate's need for a guardian or conservator to make health care decisions for the inmate.
 - h. Staff may encounter circumstances wherein an inmate's healthcare agent is deceased, incapacitated, unavailable, unresponsive, or (in the opinion of the provider) has wrongfully refused treatment. In these cases, the Health Services Administrator/designee shall advise the Warden and request that the General Counsel determine whether a different agent shall be identified or appointed.



Subject: CONSENT/REFUSAL OF TREATMENT

- i. Minor inmates: Most minors in the custody of the TDOC may consent to their own treatment. However, the exception occurs when a minor inmate appears to the health care provider to be incapable of consenting to a non-emergency treatment or procedure due to his lack of maturity and understanding. In this case, the health care provider shall attempt to obtain the written consent of the minor's parent or guardian. If the parent or guardian is unavailable or, in the opinion of the health care provider, wrongfully refuses treatment for the minor, the health administrator shall advise the Warden and request that TDOC General Counsel determine if legal process is necessary to provide continuing treatment. Emergency treatment may be provided to a minor inmate without effective consent pursuant to Section VI.(A)(2) of this policy.

B. Refusal of Treatment:

1. When an inmate chooses to refuse an examination, treatment, or procedure, a licensed health professional must advise the inmate of the potential health consequences of this refusal. The health professional shall document on the Refusal of Medical Services, CR-1984 and sign as a witness. Documentation shall demonstrate that the inmate has been advised of potential health consequences. The health professional shall notify the provider who ordered the treatment and document the refusal and provider notification in the medical record on the Problem Oriented-Progress record, CR-1884. CR-1984 is not required when an inmate does not come to self-initiated sick call at the institutional clinic.
2. If an inmate refuses to sign CR-1984, the health care provider shall write "inmate refuses to sign". The form shall be signed by the health care professional and another staff witness.
3. In the event an inmate refuses an offsite appointment, the health staff shall immediately notify the DSNF Scheduler, the utilization management entity, the Central Dispatch Office (if applicable), and the sending/receiving institution.
4. Generally, if an inmate refuses an outpatient appointment at DSNF or TPW, he/she shall not be transported to DSNF or TPW, unless the referring physician deems the appointment/procedure to be a medical necessity. (See Policy #113.12) Such exceptions shall be considered if the inmate's health and well being are likely to deteriorate significantly without medical intervention, or if the facility's ability to effectively manage the inmate's care will be diminished without such intervention. Should the inmate decide to accept treatment, he/she shall be transported to DSNF or TPFW so that he/she is housed in proximity to the required services that are available.
5. In cases where the refusal of treatment could potentially jeopardize the health and well being of other inmates and/or staff members, the inmate shall not be housed in the general population until a determination is made by the health professional regarding the inmate's health status.



Subject: CONSENT/REFUSAL OF TREATMENT

C. Acceptance of Treatment Following a Refusal

1. Inmates shall have the right to accept treatment following a refusal of treatment.
2. In the event an inmate changes his/her mind and decides to accept treatment after refusing, the Consent for Treatment, CR-1897 shall be signed, witnessed and filed in the inmate's health record. This cancels the initial refusal of treatment. The inmate shall sign up for sick call to reinitiate the process. In accordance with Policy #113.15, if there is no plan for a designated period of time to follow up documented in the health record, the sick call encounter is chargeable.
3. If a significant amount of time has passed since the inmate initially refused treatment, the provider shall re-evaluate the inmate to determine whether the previous treatment recommended to the inmate remains appropriate.
4. The provider shall explain to the inmate and document in the health record any changes in the treatment plan. The inmate's acceptance of treatment shall be documented in the progress notes.

D. Forced Treatment: Treatment beyond that required for maintaining the life of the inmate shall not be forced by health care staff, absent a court order. The exceptions are:

1. When the inmate is the source individual of an exposure incident and refuses to have blood drawn as required by the TDOC Exposure Control Plan, the health staff shall refer the matter to the Warden. If the Warden concurs with the physician's order for the test and documentation supporting the necessity of the test, the Warden shall order the test to be performed. In all cases of forced treatment, complete documentation shall be entered in the inmate's health record and the Directors of Health Services and Mental Health Services shall be informed, in writing, within two working days of the occurrence.
2. Involuntary psychiatric treatment as referenced in Policy #113.89.

VII. ACA STANDARDS: 4-4397.

VIII. EXPIRATION DATE: October 1, 2015.



**TENNESSEE DEPARTMENT OF CORRECTION
HEALTH SERVICES
CONSENT FOR TREATMENT**

INSTITUTION

Name: _____ Number: _____ Date of Birth: _____
Last First Middle

I hereby authorize _____ and assistants to perform the following operation, procedure, treatment, or psychiatric intervention.
(Practitioner)

Use Laymans Terms

The nature and extent of the intended operation, procedure, treatment, or psychiatric intervention has been explained to me in detail. I have been advised by _____ of the following alternatives, if any, probable consequences if I remain untreated, risks and possible complications of proposed treatment as indicated:
(Practitioner)

(Use Layman's Terms)

I acknowledge that no guarantee or assurance has been made as to the result that may be obtained.

If any unforeseen condition arises in the course of the operation calling for the judgment of the practitioner for procedures in addition to or different from those now contemplated, I further request and authorize the practitioner to do whatever is deemed necessary.

I consent to the administration of anesthesia to be applied under the direction and supervision of _____.
(Practitioner)

I have read and fully understand the terms of this consent and acknowledge that the explanations referred to were made and that all blanks have been filled.

Date: _____ Time: _____
(Signature of Patient)

Witness: _____
(Signature of Practitioner and Professional Title) Date

If the patient is a minor or incompetent to consent:

(Signature of parent or person authorized to consent for patient) Date: _____ Time: _____ a.m. p.m.

Witness: _____ Witness: _____



**TENNESSEE DEPARTMENT OF CORRECTION
HEALTH SERVICES
REFUSAL OF MEDICAL SERVICES**

INSTITUTION _____

Date _____ 20 _____ Time _____ AM/PM

This is to certify that I _____, _____
(Inmate's Name) (TDOC Number)
have been advised that I have been scheduled for the following medical services and/or have been advised to have the following evaluations, treatment, or surgical/other procedures:

I am refusing the above listed medical services against the advice of the attending physician and/or the Health Services staff. I acknowledge that I have been informed of the risks involved by my refusal and hereby release the State of Tennessee, Department of Correction, and their employees from all responsibility for any ill effects which may be experienced as a result of this refusal. I also acknowledge this medical service may not be made readily available to me in the future unless an attending physician certifies my medical problem as a medical emergency.

Signed: _____
(Inmate) (TDOC number) (Date)

Witness: _____
(Signature) (Title) (Date)

Witness: _____
(Signature) (Title) (Date)

The above information has been read and explained to,

_____ but has refused to sign
(Inmate's Name) (TDOC number)
the form.

Witness: _____
(Signature) (Title) (Date)

Witness: _____
(Signature) (Title) (Date)



ADMINISTRATIVE POLICIES
AND PROCEDURES
State of Tennessee
Department of Correction

Index #: 113.53	Page 1 of 4
Effective Date: October 15, 2011	
Distribution: A	
Supersedes: 113.53 (9/1/08)	

Approved by: Derrick D. Schofield

Subject: ACCIDENT/INJURY REPORTING

- I. AUTHORITY: TCA 4-3-603 and TCA 4-3-606.
- II. PURPOSE: To facilitate the monitoring of accidents and traumatic injuries occurring within Tennessee Department of Correction (TDOC) facilities and privately managed facilities housing TDOC inmates for the purpose of quality improvement and risk management.
- III. APPLICATION: Wardens, Superintendent of the Tennessee Correction Academy (TCA), staff, inmates, privately managed facilities, health administrators, medical contractors, and Tennessee Rehabilitative Initiative in Correction (TRICOR).
- IV. DEFINITIONS:
 - A. Injuries of Greater Degree or Severity: For purposes of this policy, a wound or other damage to the body that requires intervention beyond first aid (e.g., deep laceration, fracture, or concussion), especially if the inmate or staff must be taken to an off site health services provider.
 - B. Minor Self-limiting Injuries: For purposes of this policy, a wound or other damage to the body that will heal on its own or can be treated with first aid (e.g., bruise, abrasion, bump, or laceration that does not require suturing).
- V. POLICY: Each facility shall maintain a system for monitoring and reporting injuries to inmates, staff, volunteers, and/or visitors resulting from accidents, occupational incidents, or violence occurring within the facility or at other authorized sites outside the facility perimeter.
- VI. PROCEDURES:
 - A. Anyone who sustains a personal injury at the facility shall be seen by a physician, mid level provider, or a licensed nurse and be examined, treated, and/or referred as indicated. (See Policies #113.04, #113.13, #113.30, and # 113.31)
 - B. The staff providing inmate or staff orientation shall instruct inmates and staff to immediately report any injuries to their supervising staff. These instructions shall also be included in any written health care orientation materials provided to inmates.
 - C. The examining health professional shall document occurrences using the following criteria:
 - 1. Inmates
 - a. Minor, self-limiting injuries shall be assessed, treated, and documented on the Problem Oriented Progress Record, CR-1884, and recorded in the clinic encounter log. (See Policy #113.31)



Subject: ACCIDENT/INJURY REPORTING

E. Distribution

1. After review by the Health Administrator, Director of Nursing, or the institutional quality improvement coordinator, the Health Administrator shall distribute signed and completed copies of the Accident/Incident/Traumatic Injury Report, CR-2592.
2. A copy of each Accident/Incident/Traumatic Injury Report, CR-2592, and report for blood exposure and needle stick injuries shall be forwarded by the health administrator to the Director of Health Services immediately following each incident.
3. The original copy of the Accident/Incident/Traumatic Injury Report, CR-2592, for any inmate shall be filed in the inmate's health record. CR-2592 shall be maintained for employees, visitors, and volunteers by the institutional personnel office. A copy shall be maintained of all reports in the health administration office for legal reference.

VII. ACA STANDARDS: 4-4203 and 4-4420.

VIII. EXPIRATION DATE: October 15, 2014.



**TENNESSEE DEPARTMENT OF CORRECTION
ACCIDENT / INCIDENT / TRAUMATIC INJURY REPORT**

INSTITUTION

Name: _____ Number: _____ Date of Birth: _____
Last First Middle

Employee Inmate Visitor Other _____

Location (of occurrence) _____ Date (of occurrence) _____ Time (of occurrence) _____

Type of Injury / Incident: Work-related Sports Violence
 Use of Force Other: _____

Weapon, Property, Equipment, Machinery Involvement (Specify): _____

Subject's Version (how situation occurred): _____

Signature of Subject

Witness' Version: _____

Signature of Witness

Health Service Provider's Report

Subjective: _____

Objective: _____

Assessment: _____

Plan: _____

Date of Treatment Time Signature of of Health Service Provider

Disposition: Treated by Institutional Health Service Staff
 Transported to Community Facility for Outpatient Care: _____
Facility
 Transported to Community Hospital for Inpatient Care: _____
Hospital
 Other, explain: _____

Did death result? Yes No Relatives notified: Yes No



ADMINISTRATIVE POLICIES
AND PROCEDURES
State of Tennessee
Department of Correction

Index #: 113.87

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Effective Date: September 15, 2012

Distribution: A

Supersedes: N/A

Approved by: Derrick D. Schofield

Subject: MENTAL HEALTH LEVELS OF CARE

- I. AUTHORITY: TCA 4-3-603 and TCA 4-3-606.
- II. PURPOSE: To ensure that appropriate levels and continuity of mental health care are available to accommodate inmate mental health care needs.
- III. APPLICATION: All TDOC employees including contracted health and mental health professionals and privately managed institutions.
- IV. DEFINITIONS:
 - A. Ancillary Programmatic Services: Programmatic services that are presented in a psycho-educational format which are not clinical in nature.
 - B. Crisis Stabilization Placement: Inmates on suicide monitoring and mental health seclusions who are in crisis will be placed in the Infirmary. At facilities without an infirmary, inmates will be placed in a designated area until a transfer can take place to a facility with an infirmary.
 - C. Level of Care: An inmate's need for mental health services will be based on their ability to function in general population and a level of care will be assigned to the inmate in the form of a numerical ranking that denotes his/her level of functioning.
 - D. Mental Health Administrator: A licensed or qualified mental health professional appointed by the Warden/designee or contractor to assume the responsibility of coordinating the delivery of mental health services
 - E. Mental Health Outpatient Services: Services provided to inmates in the general population to assist the inmate in his/her overall adjustment in the correctional environment and provide treatment for specific needs as identified in an individual treatment plan.
 - F. Mental Health Treatment Team: For purposes of this policy, a multi-disciplinary assessment and service planning team whose primary responsibility is to deliver mental health treatment to inmates with mental illness and assign appropriate Levels of Care.
 - G. Serious and Persistent Mental Illness (SPMI): An inmate who has been hospitalized and/or admitted to Crisis Stabilization for psychiatric care two or more times during the last year; and is considered to be reasonably likely for psychiatric hospitalization, crisis stabilization placement, at risk for institutionalization or living in a severely dysfunctional way, if mental health services are not provided.
 - H. Serious Mental Illness (SMI): A substantial disorder of thought or mood that significantly impairs judgment, behavior, capacity to recognize reality or cope with the ordinary demands of life within the correctional environment and is manifested by substantial impairment or disability. Serious mental illness requires a diagnosable mental, behavioral, or emotional disorder of sufficient duration to meet diagnostic criteria specified within DSM-IV or their ICD-9 CM equivalent (and subsequent revisions) in accordance with an individualized treatment plan.



Subject: MENTAL HEALTH LEVELS OF CARE

- I. Supportive Living Unit (SLU): Intermediate care mental health housing designed to serve the needs of the seriously mentally ill inmate who is unable to live and function effectively in the general prison population due to the nature of his/her mental illness.
- V. POLICY: The mental health administrator in cooperation with the warden shall develop a mental health care delivery program that ensures access of the inmate to the appropriate level of care for his/her mental health needs. Each institution will carry a mission which defines the levels of care designations that may be maintained respectively.
- VI. PROCEDURES:
- A. An inmate's need for mental health services will be based on a mental health evaluation CR-3486 of their ability to function in general population. The severity of their impairment results in the provision of appropriate services either as an outpatient living in general population, as a resident in a supportive living unit, or as a patient receiving crises stabilization services.
- B. A licensed psychiatrist, advanced practice nurse (APN), and/or psychologist shall designate the appropriate level of care needed to effectively treat inmates with mental health problems.
- C. The designation of level of care identified during the mental health evaluation, CR-3486 or any subsequent evaluation shall be recorded by a mental health service provider on the Major Conditions Problem List, CR-1894.
- D. The eTOMIS screen LHSM (Main Service Code LVCA) shall be used to document the level of care classification.
- E. An inmate's level of care can only be reduced or increased after the Mental Health Treatment Team has reviewed the inmate's history and mental status. If the inmate is being treated with psychotropic medication, a psychiatrist or APN shall be part of the decision making process. If the inmate is not being treated with psychotropic medication, either a psychiatrist, APN or a psychologist must be part of the decision making process.
- F. Levels of Care Designations are as follows:
1. Level I: No mental health services are indicated for the inmate. Adjustment and function in the general population is not impaired by mental illness.
 2. Level II: Outpatient Services: Mental health outpatient services are indicated when an inmate's ability to function in general population is mildly impaired due to mental illness and/or mental retardation or is not currently impaired but he/she needs monitoring due to:
 - a. A recent discontinuation of psychotropic medication
 - b. A recent discharge from either a supportive living unit (SLU), crisis stabilization placement, or
 - c. A recent history of self-injurious behavior or suicidal ideation
 - d. These inmates can function productively in general population with outpatient mental health services that:



Subject: MENTAL HEALTH LEVELS OF CARE

- (1) Maintain an inmate with or without the help of psychotropic medication
- (2) Stabilize an inmate whose problems are not severe enough to need a SLU or hospital placement, or
- (3) Transition an inmate from a SLU to general population or from receiving mental health services in general population to a discontinuation of those services.

G. Level II Outpatient Staffing Composition: Treatment for Mental health Outpatient programs will be based on a multi-disciplinary approach to the treatment of mental illness. The following disciplines will be involved in providing services:

1. Mental Health Administrator
2. Clinical Director and or Clinical Psychologist
3. Psychiatrist/APN
4. Senior Psychological Examiner and or Licensed Clinical Social Worker
5. Licensed Professional Counselor or Master's Degree Counselor
6. Therapeutic Recreational Therapist (in some designated facilities)
7. Mental Health Behavior Specialist (in some designated facilities)
8. Regional Case manager
9. Licensed Alcohol and Drug Abuse Counselor
10. Correctional Officer
11. Nurse

H. Level III: Supportive Living Unit Services (SLU):

1. Level III SLU services are indicated when an inmate's ability to function in general population is moderately impaired due to a serious mental illness. This designation reflects a tenuous mental status that is easily overwhelmed by everyday pressures, demands, and frustrations resulting in the following:
 - a. Disorganization
 - b. Impulsive behavior
 - c. Poor judgment
 - d. A deterioration of emotional controls
 - e. Loosening of associations
 - f. Delusional thinking
 - g. Hallucinations

An inmate may exhibit active symptoms of mental illness and tend to remain seriously mentally ill over time. He/ She may be relatively stable but fragile and tend to decompensate in stressful environments such as that of a prison general population. The decision on whether to allow these inmates to participate in general population activities, such as a work detail, a psycho-educational group, school, gym call, and library call is based on their mental status and treatment plan goals.



Subject: MENTAL HEALTH LEVELS OF CARE

2. Admission Criteria for Supportive Living Unit Placement:

- a. The inmate has a serious mental illness as defined above and, as a result, has experienced significant impairment in his/her ability to adjust and function satisfactorily within the general population. This is determined by the number, intensity, and frequency of mental health services needed, or if the inmate has stabilized at a higher level of care and can now function within the SLU.
- b. The inmate must also meet the following criteria:
 - (1) Absences of acute psychotic and/or affective symptomology requiring a higher level of care
 - (2) Absence of acute or chronic medical conditions which require intensive or prolonged skilled nursing care or hospitalization
 - (3) Ability to participate in their treatment and attend treatment appointments. The inmate has been recommended for SLU placement by the mental health treatment team as part of the inmate's Treatment Plan or has been recommended for placement pending the outcome of a mental health evaluation.
- c. Admission for SLU shall be coordinated by the Mental Health Administrator, Clinical Director, Regional Program Manager and Classification Coordinator.
- d. An inmate may refuse treatment at the SLU but shall not decline housing assignment to a SLU.

3. Level III Staffing Composition: Treatment on the SLU will be based on a multi-disciplinary approach to the treatment of mental illness. The following disciplines will be involved in providing services within the therapeutic environment:

- a. Mental Health Administrator
- b. Clinical Director and or Clinical Psychologist
- c. Psychiatrist/APN
- d. Senior Psychological Examiner and or Licensed Clinical Social Worker
- e. Licensed Professional Counselor or Master's Degree Counselor
- f. Therapeutic Recreational Therapist
- g. Mental Health Behavior Specialist (in some designated facilities)
- h. Regional Case manager
- i. Licensed Alcohol and Drug Abuse Counselor
- j. Correctional Officer
- k. Nurse

The SLU will provide a structured environment designed to assist seriously mentally ill inmates in functioning psychosocially and vocationally at the highest possible level within the correctional setting. A broad spectrum of therapeutic activities and groups will be available and utilized as needed based on the specific treatment needs of each inmate as identified in the inmate's treatment plan.



Subject: MENTAL HEALTH LEVELS OF CARE

4. General Operating Procedures of the Level III SLU: The SLU will provide a structured environment designed to assist seriously mentally ill inmates in functioning psychosocially and vocationally at the highest possible level within the correctional setting. A broad spectrum of therapeutic activities and groups will be available and utilized as needed based on the specific treatment needs of each inmate as identified in the inmate's treatment plan.
 - a. Inmates housed in the SLU will have daily access to mental health staff.
 - b. Inmates placed on Level III care will be seen at least twice a month by a licensed/qualified mental health professional. Documentation shall be recorded on CR-1884, Problem Oriented Progress Record and on TOMIS Mental Health Screen LHSM.
 - c. Inmates should be engaged in therapeutic programming a minimum of 4 hours per day. This programming may include: work, education, structured therapeutic activities or programs, individual or group therapy and/or psychiatric/psychological appointments.
 - d. The assigned mental health practitioners to the Level III program(s) will be responsible for developing, implementing and overseeing any therapeutic programs in the SLUs. All aspects of the designed therapeutic program shall be reflected in the inmate(s) treatment plan.
 - e. These units are separate housing units from General Population. Interaction with general population and movement within the institution is based on individual mental health treatment needs and functional level. Reintegration, when appropriate, with the general population is important. These units offer a therapeutic milieu with a spectrum of programming designed to support and treat the mentally ill inmate based on his/her individual treatment plans.

I. Level IV Supportive Living Unit Services

1. Level IV SLU services are indicated when an inmate's ability to function in general population is severely impaired due to serious and persistent mental illness. This level reflects active symptoms of a major mental illness with impaired reality testing. These inmates are unable to attend most treatment or recreational groups in traditional settings and thus require ancillary services to be provided in the residential unit.
2. Admission Criteria for Level IV SLU
 - a. The inmate has a serious mental illness as defined above and as a result of such has experienced severe impairment in his/her ability to adjust and function satisfactorily within the general population as determined by the number, intensity and frequency of mental health services needed.
 - b. The inmate's ability to participate in treatment and attend scheduled treatments is limited by their mental illness.
 - c. The inmate has been recommended for Level IV SLU placement by the mental health treatment team as part of the inmate's individual treatment plan or has been recommended for placement pending the outcome of a mental health evaluation.



Subject: MENTAL HEALTH LEVELS OF CARE

- d. Admission for SLU shall be coordinated by the Mental Health Administrator, Clinical Director, Regional Program Manager and Classification Coordinator.
 - e. An inmate may refuse treatment at the SLU but shall not decline housing assignment to a SLU.
3. Level IV Staffing Composition: Treatment on the SLU will be based on a multi-disciplinary approach to the treatment of mental illness. The following disciplines will be involved in providing services within the therapeutic environment:
- a. Mental Health Administrator
 - b. Clinical Director and or Clinical Psychologist
 - c. Psychiatrist/APN
 - d. Senior Psychological Examiner and or Licensed Clinical Social Worker
 - e. Licensed Professional Counselor or Master's Degree Counselor
 - f. Therapeutic Recreational Therapist
 - g. Mental Health Behavior Specialist
 - h. Regional Case manager
 - i. Licensed Alcohol and Drug Abuse Counselor
 - j. Correctional Officer
 - k. Nurse
4. General Operation Procedures of Level IV SLU: The SLU will provide a structured environment designed to assist persistent and seriously mentally ill inmates in functioning psychosocially and vocationally at the highest possible level within the correctional setting. A broad spectrum of therapeutic activities and groups will be available and utilized as needed based on the specific treatment needs of each inmate as identified in the inmate's treatment plan.
5. Program services in a Level IV SLU are identical to those of a Level III SLU.

J. Level V: Crisis Stabilization Placement

1. Crisis Stabilization Placement is indicated when
 - a. An inmate's ability to function is severely impaired due to acute serious mental illness.
 - b. It would facilitate diagnostic clarification
 - c. There is a need for more intensive psychopharmacological interventions and/or
 - d. There is a need for continued observation.
2. Admission to a Level V crisis stabilization placement shall be follow policies and procedures as outlined in #113.88 and #506.07.
3. General Operations Procedures for Level of Care V Placement
 - a. The inmate shall have daily access to Mental Health staff.
 - b. Individual and group therapy services shall resume upon discharge from the Level V stabilization placement.



Subject: MENTAL HEALTH LEVELS OF CARE

- c. A Behavioral Management Plan shall be implemented on the Level V placement, as clinically indicated.
 - d. Only the psychiatrist/APN can discharge an inmate from Level V care.
 - e. Prior to discharge from a Level V placement, the psychiatrists/APN shall assess the inmate to determine the need for Transition Care placement.
- K. Transitional Care Placement: Transitional care placement is indicated when an inmate, has been stabilized on Level V placement. Although the inmate is no longer in need of crisis stabilization, the ability to adjust to his/her housing unit, and/or the sending institution, continues to be compromised.
- 1. Inmates shall remain on Transition Care placement for at least 60 days before discharge.
 - 2. When the Treatment Team is considering reducing an inmate's Level of Care within 60 days of its previous assignment, then a psychiatrist or psychologist must evaluate the inmate to determine whether or not to follow the treatment team recommendation. The evaluation must contain :
 - a. A review of the inmate's mental health history, medication compliance diagnosis and mental status.
 - b. A statement justifying either agreement or disagreement with the treatment team's recommendation.
- VII. ACA STANDARDS: 4-4368, 4-4370, 4-4371, 4-4372, 4-4374
- VIII. EXPIRATION DATE: September 15, 2015.



TENNESSEE DEPARTMENT OF CORRECTION
MENTAL HEALTH EVALUATION

INSTITUTION

Name: TDOC #: DATE: TIME:
DOB: Sex: Race:

INITIAL UPDATE INITIAL EVALUATION ON (Date):

PRESENTING MENTAL HEALTH ISSUES/CONCERNS:

- Inmate reports: anxiety, panic attacks, high impulsivity, high hostility/aggression, confusion, sad mood, mood swings, racing thoughts, Other
poor concentration, eating disorder, sleep hygiene deficits, delusion(s), weight loss, poor hygiene, poor appetite
bizarre behavior, fecal/blood smear, self-injury, stressor(s), family/significant other, health, current sentence
recent loss, Hallucinations (None, Visual, Auditory, Olfactory, Tactile, Accusatory, Threatening, Commanding, Hypnagogic)

Additional Comments:

BEHAVIORAL OBSERVATION/MENTAL STATUS:

- DELUSIONS: Not Present, Grandiose, Persecution, Somatic, Religious
HALLUCINATIONS: Not Present, Visual, Auditory, Other
Cooperative, Uncooperative, Other

Table with 8 columns: Mood & Affect, Danger to Self/Others, Thought Content, Orientation, Memory, Judgment, General Appearance, Speech. Each column contains a list of checkboxes for various mental health observations.

Behavioral Observation/Mental Status Comments:

FAMILY HISTORY:

- Both biological parents deceased, Adopted, Married, Significant Other, Support System
Caregiver of biological/adoptive children, Current loss of custody of children*, Custody of children: Yes, No, N/A
Has children, but minimal contact, Family history of substance abuse, Family history of MH treatment, The above individuals overlap

Family History Comments:

EDUCATION HISTORY:

Comments:

WORK HISTORY:

- Never Worked, Receiving disability before incarceration, Longest held job, Last worked free-world
Military History, Comments:

TRAUMA HISTORY:

Comments:

Name: Number:



INCE ABUSE HISTORY:

history
date reports the following:

Name of Substance	Use	Abuse	Dependence	Age First Use	Last Use	Use While Incarcerated

Comments: _____

CRIMINAL HISTORY/ CRIMINAL THINKING:

Current Conviction: _____

Admits Responsibility Denies Responsibility

Juvenile Conviction(s)?: _____

Victim Stance

Comments: _____

SUICIDE ATTEMPT HISTORY

____ # prior attempts

Last attempt? _____

Method of last attempt: _____

Medical attention needed ever?: _____

When incarcerated? _____

Comments: _____

SELF INJURY HISTORY

History other self-injury (*non-suicidal intent*)

cutting head-banging non-cosmetic burning

Ever while intoxicated? _____

When incarcerated? _____

MENTAL HEALTH TREATMENT HISTORY:

No history of prescribed psychotropics

Age (estimated) 1st prescribed psychotropics: _____

Age (estimated) last prescribed psychotropics: _____ or Current: _____

Records Requested

History of the following prescribed medications: _____

Comment: _____

Medication likely confounded w/ A/D use

Psychotropics primarily when incarcerated only

Treatment compliance:

always usually sometimes infrequently

Current psychotropic medication (or w/in last 2 to 4 weeks): _____

No history of Inpatient Psychiatric Treatment

Age of 1st Psychiatric Hospitalization: _____

Age of last Psychiatric Hospitalization _____

of inpatient stays: _____

Duration of longest stay: _____

Age of longest stay: _____

History of hospitalization related to substance use

History of hospitalization related to suicide threat

Comments _____

MEDICAL TREATMENT/CONCERNS: _____

DIAGNOSTIC IMPRESSIONS

Axis I:	
Axis II:	
Axis III:	
Axis IV:	
Axis V:	

MENTAL HEALTH TREATMENT RECOMMENDATIONS:

No Mental Health treatment currently indicated/No mental health treatment plan currently needed

Pharmacotherapy is indicated and the following psychotropics have been prescribed: _____

Referral for Mental Health Services Psychiatry Individual Group Treatment Program _____

Level of Care: _____

Other Recommendations/Considerations: _____

Staff Signature/Title _____

Date _____



ADMINISTRATIVE POLICIES
AND PROCEDURES
State of Tennessee
Department of Correction

Index #: 116.01

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Effective Date: June 1, 2015

Distribution: A

Supersedes: 116.01 (5/15/14)
PCN 14-39 (1/15/15)
PCN 14-30 (9/1/14)

Approved by: Derrick D. Schofield

Subject: MENU PLANNING

- I. AUTHORITY: TCA 4-3-603 and TCA 4-3-606.
- II. PURPOSE: To establish a procedure to standardize the methods of purchasing, preparing, and serving foods within the institutions to ensure consistency with proper aesthetic and dietary standards.
- III. APPLICATION: To Wardens, Associate Wardens, Fiscal Directors, Food Service Managers, Procurement Officers, Warehouse Supervisors, Tennessee Rehabilitative Initiative in Correction (TRICOR) employees, Chaplains, health service staff, unit managers, mental health professionals, and inmates.
- IV. DEFINITIONS:
 - A. Religious Diet: A diet that consists of specific foods and/or food preparation techniques that accommodate religious dietary requirements.
 - B. Standardized Menu Program: A 28-day menu cycle that is designed to standardize the processes for ordering, receiving, inventorying, service and daily food cost.
 - C. Therapeutic Diet: Specific foods and/or menus developed by the Tennessee Department of Correction (TDOC) Director of Food Service and Central Office Dietitian that are prescribed by an authorized health care professional as part of the inmate's medical or dental treatment.
- V. POLICY: Institutions within the TDOC shall follow the standardized menu program that will provide all inmates with nutritionally adequate meals.
- VI. PROCEDURES:
 - A. Menu Planning:
 1. The standardized menu program shall be developed and revised annually by the Director of Food Services and the Central Office Dietician with input from the institutions. All menus shall be reviewed and approved by the Central Office Dietician to verify that the menu is consistent with the recommended dietary guidelines and dietary reference intakes as identified by the United States Department of Agriculture. All menus shall be designed to be balanced in color, flavor, and texture.
 2. The standardized menu program will be followed substantially except for emergency situations or to use farm products. Special meals may be served on holidays or other special occasions approved by the Warden and the Director of Food Service. The special meals should be served to the entire population, not just select groups.



Subject: MENU PLANNING

3. All inventories shall be utilized in preparation on a first-in/first-out basis.
4. Therapeutic and religious menus will conform as closely as possible to the menu served to the general population while accommodating the specific health care or religious diet needs.
5. Menus shall be posted and easily accessible to all inmates, including those who are in institutional infirmaries or segregated. Therapeutic diets and religious diets do not have to be posted.
6. The site shall utilize contingency food inventory on the standardized menu to avoid waste and expiration of products.

B. Portion Control:

1. Food Service Managers or supervisors who are responsible for serving lines, shall prepare one sample meal tray on each serving line, in order to demonstrate the portion amounts that are to be served at each meal.
2. Food Service Managers or supervisors shall ensure that all food items and serving utensils required are available for serving line personnel.
3. Food Service Managers or supervisors shall portion the food items in the sample meal tray, record the temperature of foods, then cover the tray with film, record the date and document the specific meal. The sample tray shall then be placed in the refrigerator for 72 hours.

C. Service of Therapeutic diets shall be met as follows:

1. Therapeutic diets shall be ordered by authorized health care personnel utilizing the Therapeutic Diet Request, CR-1798. Therapeutic diets should be ordered when a medical, psychiatric, or dental condition precludes the inmate from eating the food provided for the general inmate population. (See Policy #113.35)
2. The food service manager or supervisor shall be responsible for providing the therapeutic diet to inmates as ordered by the authorized health care professional.
3. The Therapeutic diet shall begin with the next scheduled meal unless otherwise indicated. The Therapeutic Diet Request, CR-1798, must be delivered to the food service manager/designee at least two hours prior to the serving time in order to be effective for that meal.
4. The food service manager or designee(s) shall maintain a current file system for each inmate requiring a Therapeutic diet.
5. Inmates shall present their copy of the Therapeutic Diet Request, CR-1798, and photo ID when requesting their diet.



6. When trays are served in the infirmaries or segregation housing units, the delivery of the meals shall be supervised by the person in charge of the unit or their designee.
7. Carefully documented CR-1798s shall be kept on all therapeutic diets which are not served.
 - a. The food service manager or supervisor shall be responsible for the documentation of therapeutic diets refused by inmates in the general population dining room(s).
 - b. The correctional employee in the living unit shall be responsible for reporting to food service daily the name of any inmate who does not pick up or refuses his/her therapeutic diet.
 - c. When an inmate who is on a therapeutic or religious diet fails to pick up a meal, a standard charge of \$5.00 per meal will be withdrawn from the inmate's trust fund along with a Trust Fund Account Personal Withdrawal Request, CR-2727. (See Policy #208.01) An exception may be made if the inmate has a verifiable excuse when he/she could not pick up the meal, such as being out to court/hospital, etc. An exception shall also be made for any inmate housed in a Level IV or V mental health Supportive Living Unit as defined in Policy #113.87. Those inmates in a Level III SLU will be exempt on a case-by-case basis and only after the inmate has been assessed by Mental Health staff and appropriate documentation has been completed. If an exception has been made, the inmate is not to be charged.
 - d. If an inmate refuses or fails to pick-up his/her therapeutic meal for nine consecutive meals, the individual responsible for documenting the meal service shall notify the health service staff by using a reproduced copy of the Therapeutic Diet Request, CR-1798. The inmate will have effectively demonstrated not following the therapeutic diet although he/she has refused to sign a Refusal of Medical Services, CR-1984. The provider shall follow the same documentation procedure indicated in Policy #113.51 and provide a copy to the food service department.
 - e. The institutional food service manager will log all therapeutic diets not picked up on the Therapeutic Diet Request, CR-1798, and compile a monthly memo to the fiscal officer listing each inmate, date, and meal. The inmate to be charged will be notified of the charges prior to funds being removed from his/her trust fund. Any discrepancies should be questioned within seven days of receipt of the proposed charges. The inmate shall work through his/her unit management team to resolve the discrepancy with the food services or health services managers as appropriate.
 - f. The Food Service Report, CR-3854, shall be emailed by the fiscal office to the Director of Food Service and the TDOC Assistant Director of Budget Services by the 10th working day after the 28 day cycle. (See Policy #116.08 for sample of CR-3854).



8. If an inmate signs a Refusal of Medical Services, CR-1984, and then chooses to resume their therapeutic diet more than twice in a 30 day period then the therapeutic diet trays will continue per the original Therapeutic Diet Order or until the next follow-up with the medical provider.
9. After the therapeutic diet order has expired, the food services department shall return the original of completed Therapeutic Diet Request, CR-1798, to health services. Food services shall retain the completed copy of CR-1798 in a file for one year.
10. When an inmate on a therapeutic diet is transferred to another facility, all pertinent information regarding the diet shall be entered in the health record accompanying the inmate. (See Policy #113.35)
11. Upon an inmate's transfer, the current and valid therapeutic or religious diet order shall be forwarded from the sending health services or Chaplain to the food service manager of the receiving institution. The therapeutic diet shall then be continued until the inmate can be reevaluated by an authorized health care professional

D. Religious diet requirements shall be met as follows:

1. Religious diets can be requested in accordance with Policy #116.08.
2. Items containing pork or pork additives must be clearly identified on all menus.
3. The vegetarian menu shall be a choice available to all inmates by submitting an Inmate Inquiry-Information Request, CR-3118. The Unit Manager shall forward a copy of the request to the Chaplain. The request shall be honored within ten days of receipt.
4. Religious dietary needs not addressed in this policy should be requested by submitting an Inmate Inquiry-Information Request, CR-3118.

VII. ACA STANDARDS: 4-4316 through 4-4319.

VIII. EXPIRATION DATE: June 1, 2018.



TENNESSEE DEPARTMENT OF CORRECTION

THERAPEUTIC DIET ORDER

INSTITUTION: _____

LOCATION: _____

NAME: _____ NUMBER: _____ DATE OF BIRTH: _____

ALLERGIES: _____

POTENTIAL FOOD/DRUG INTERACTION: _____

TYPE OF REQUEST: New Renewal Change Cancel

TYPE OF DIET:
 Clear Liquid (3 days only) Full Liquid Mechanical Soft Bland Renal (includes HS snack)
 Pureed Finger Food Snacks - High-Fiber Hepatic-includes HS snack
 Low-fat/Low Cholesterol, No Added Salt AM PM HS Prenatal Diet
 Moderate Calorie/Carbohydrate (ADA) with No Added Salt (includes 3 meals with HS Snack)

DURATION: _____ Days START DATE: _____ STOP DATE: _____

SIGNATURE: _____ DATE: _____

Health Care Provider/Title

THIS SPECIAL DIET HAS BEEN EXPLAINED TO ME AND I UNDERSTAND I WILL BE CHARGED THE COST OF ANY MODIFIED MEAL I FAIL TO PICK UP.

Inmate's Signature

Date

THIS SECTION TO BE COMPLETED BY DIETARY SERVICES

DIETARY SERVICES (Comments compliance/noncompliance, i.e., failure to pick up diet, diet refusal, irregular use, etc.):

Diet Compliance/Noncompliance: (Circle Letter to Indicate Noncompliance)

B = Breakfast L = Lunch D = Dinner

MONTH _____

Calendar grid for Month 1 with columns 1-31 and rows B, L, D.

MONTH _____

Calendar grid for Month 2 with columns 1-31 and rows B, L, D.

MONTH _____

Calendar grid for Month 3 with columns 1-31 and rows B, L, D.

MONTH _____

Calendar grid for Month 4 with columns 1-31 and rows B, L, D.

SIGNATURE: _____

DATE: _____

Authorized Food Service Representative/Title



**TENNESSEE DEPARTMENT OF CORRECTION
HEALTH SERVICES
REFUSAL OF MEDICAL SERVICES**

INSTITUTION _____

Date _____ 20 _____ Time _____ AM/PM

This is to certify that I _____, _____
(Inmate's Name) (TDOC Number)
have been advised that I have been scheduled for the following medical services and/or have been advised to have the following evaluations, treatment, or surgical/other procedures:

I am refusing the above listed medical services against the advice of the attending physician and/or the Health Services staff. I acknowledge that I have been informed of the risks involved by my refusal and hereby release the State of Tennessee, Department of Correction, and their employees from all responsibility for any ill effects which may be experienced as a result of this refusal. I also acknowledge this medical service may not be made readily available to me in the future unless an attending physician certifies my medical problem as a medical emergency.

Signed: _____
(Inmate) (TDOC number) (Date)

Witness: _____
(Signature) (Title) (Date)

Witness: _____
(Signature) (Title) (Date)

The above information has been read and explained to,

_____ but has refused to sign
(Inmate's Name) (TDOC number)
the form.

Witness: _____
(Signature) (Title) (Date)

Witness: _____
(Signature) (Title) (Date)



TENNESSEE DEPARTMENT OF CORRECTION
INMATE INQUIRY – INFORMATION REQUEST

INSTITUTION

INMATE NAME *(Please Print)*

INMATE NUMBER

UNIT: _____ ROOM / BED: _____ DATE: _____

ROUTED TO: Unit Manager Inmate Relations Coordinator (IRC)
 Counselor Inmate Job Coordinator (IJC)

1. Inmate Inquiry/Request:

2. Action by Counselor/IRC/Inmate Job Coordinator:

Counselor / IRC / Inmate Job Coordinator SIGNATURE

DATE

3. Action by Record Office

RECORD'S OFFICE STAFF SIGNATURE

DATE

4. Sentence Management Services (SMS) Response:

SMS STAFF SIGNATURE

DATE



ADMINISTRATIVE POLICIES
AND PROCEDURES
State of Tennessee
Department of Correction

Index #: 116.02

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Effective Date: May 15, 2014

Distribution: A

Supersedes: 116.02 (10/15/11)

Approved by: Derrick D. Schofield

Subject: COMPREHENSIVE FOOD SERVICES PROGRAM

- I. AUTHORITY: TCA 4-3-603, TCA 4-3-606.
- II. PURPOSE: To establish procedures for the operation and use of the Tennessee Cook Chill (TCC) Facility.
- III. APPLICATION: Wardens/Superintendent of the Academy, Deputy Wardens, Associate Wardens, Food Service Managers, Procurement Officers, Warehouse Supervisors, other applicable institutional staff, and Tennessee Rehabilitative Initiative in Correction (TRICOR).
- IV. DEFINITIONS:
 - A. Tennessee Cook/Chill Production Center: Production facility which prepares and distributes food supplies for all state agencies involved in the statewide comprehensive food program. The facility is located on the grounds of the former Tennessee State Prison at 6404 Centennial Boulevard in Nashville.
 - B. Tennessee Department of Correction (TDOC) Liaison to TCC: The TDOC Director of Food Services designated by the Deputy Commissioner of Administrative Services to oversee the agreement between TDOC and TRICOR.
- V. POLICY: The TDOC shall partner with TRICOR to operate TCC in accordance with the regulations established by federal, state, and local authorities.
- VI. PROCEDURES:
 - A. TDOC will provide a sufficient number of inmates to work at the TCC as well as security staff to supervise the inmates.
 - B. The TDOC Director of Food Services will serve as liaison between TRICOR and TDOC to oversee the Memorandum of Understanding (MOU) between the two agencies. The TDOC Liaison will be responsible for monitoring expenditures, trend analysis, utilization rate compliance, yield portion control studies of statewide contract, TCC recipes, monitoring waste, and excess inventory.
 - C. The Cook Chill TDOC Liaison's responsibilities include review and approval of all recipes and food specifications, and review of the nutritional analysis prepared by the registered dietician.
 - D. All TDOC customer sites will support full participation in the standardized menu program (with the exception of TCA).



Subject: COMPREHENSIVE FOOD SERVICES PROGRAM

1. TDOC Fiscal will order food three weeks in advance from TRICOR utilizing electronic purchasing and the Food Service Report, CR-3854. (See Policy #116.01 for sample of form)
 2. TDOC customer sites shall continue to maximize their usage of any vegetables grown on prison grounds and incorporate these items into the menu cycle.
- E. Items on the standardized menu that are not produced at TCC may be purchased through state-wide contract by TRICOR.
1. The participating agencies will review, develop, and implement a menu detailing specific products and portion sizes.
 2. The menu will be reviewed every six months, taking into consideration seasonal prices, availability, recipe development, and quality.
- F. The TDOC Director of Food Services is designated as the Department's contact responsible for addressing cook/chill issues.
- G. Any food quality issues of safety, taste, consistency, or nutritional quality identified by the customer sites shall be forwarded to the Customer Support Specialist at TCC as soon as the problem is discovered.
1. A Critical Customer Concern (CCC) Form should be filled out completely and emailed to the customer service representative at the production center as soon as possible when a problem occurs that renders the product unacceptable in any way. At the time that the concern is sent a copy should be forwarded to the TDOC Director of Food Services and the Central Office Dietician.
 2. A sample of the food shall be saved (freeze the sample if possible or applicable) to be returned to the production center Quality Control team for analysis.
 3. *The TCC User Guide* shall be provided by TRICOR and reviewed annually by the TDOC Liaison to Tennessee Cook Chill.
- VII. ACA STANDARDS: 4-4314 through 4-4317.
- VIII. EXPIRATION DATE: May 15, 2017.



**TRICOR
COMPLAINT FORM**

In order for the TRICOR comprehensive food service program to be successful, it is important for us to receive your comments and professional constructive criticism concerning **any critical issues**.

To follow up on your comments we need
The following information filled out.

PLEASE DESCRIBE THE NATURE OF THE PROBLEM:

PLEASE FILL IN ALL PERTINENT INFORMATION:

DATE OF COMPLAINT: _____

BATCH NUMBER: _____

DATE OF DELIVERY: _____

NAME OF PRODUCT: _____

CHILLED EXPIRATION DATE: _____

FROZEN EXPIRATION DATE: _____

FACILITY NAME: _____

FACILITY REPRESENTATIVE: _____

For Internal Use Only:

ASSOCIATED WITH CAF#: _____

TRICOR RESPONSE:

PLEASE FAX YOUR COMMENTS TO US AT (615) 615-350-4040
OR EMAIL THEM TO alesia.k.johnson@tn.gov



ADMINISTRATIVE POLICIES
AND PROCEDURES
State of Tennessee
Department of Correction

Index #: 116.03

Page 1 of 3

Effective Date: May 15, 2014

Distribution: A

Supersedes: 116.03 (8/15/11)

Approved by: Derrick D. Schofield

Subject: MEAL SERVICE ENVIRONMENT

- I. AUTHORITY: TCA 4-3-603 and TCA 4-3-606.
- II. PURPOSE: To establish standards for the service of meals at all facilities within the Tennessee Department of Correction (TDOC).
- III. APPLICATION: Wardens, Associate Wardens, Food Service Managers, Unit Managers, staff, and inmates.
- IV. DEFINITIONS: None.
- V. POLICY: The TDOC shall provide inmates and staff with a balanced diet in accordance with the Standardized Menu Program (except for Tennessee Correction Academy).
- VI. PROCEDURES: Dining room service shall be designed to accommodate the total inmate population. The Warden shall designate an area of appropriate size for staff dining. Staff dining may be in the inmate dining room.
 - A. Inmates shall be served three meals Monday through Friday (at Lois DeBerry Special Needs Facility three meals shall be served each day of the week), at least two of which shall be served hot.
 - B. Holiday and weekend meal schedules shall consist of two hot meals (at Lois DeBerry Special Needs Facility three meals shall be served each day of the week), served no more than 14 hours apart. Holiday and weekend meal schedules may be developed to coincide with visiting activities, recreational programming, or similar functions provided that basic nutritional guidelines are met. When a holiday immediately precedes or follows a weekend, the meal schedule for the holiday shall be in accordance with subsection A.
 - C. Dining rooms shall be operated to reduce regimentation but shall be consistent with the facility security level.
 - D. Normal conversation shall not be restricted during meal periods.
 - E. Cafeteria style meal service is preferable throughout the facilities.
 - F. Foods shall be served at the appropriate temperature to maintain flavor, quality, appeal, and texture. (See Policy #116.05) Serving lines shall be designed to provide hot and cold foods and an area for room temperature items.



Subject: MEAL SERVICE ENVIRONMENT

- G. All facilities shall provide group dining areas utilizing four, six, or eight person tables.
 - H. Inmates shall be provided with appropriate eating utensils.
 - I. The breakfast meal shall be scheduled to begin not more than 14 hours after the beginning of the evening meal.
 - J. Food shall never be withheld as punishment.
 - K. Inmates in segregation shall be served meals of the same content as the general population. Meals served to inmates in segregation are subject to Policy #506.16.
 - L. The food service manager shall be responsible for training and assigning personnel to the staff dining area and for its operation, including compliance with the sanitation standards provided in Policy #116.05.
 - M. Only the food prepared and served to the inmate population shall be available in the staff dining area.
 - N. At the discretion of the Warden a daily in-house census of number of staff on duty may be used as an alternative method for counting the number of employee meals. The procedure that will be used for counting these meals will be provided by the Director of Food Services in Central Office. (See Counting Employee Example)
- VII. ACA STANDARDS: 4-4317, 4-4320, 4-4326, and 4-4309.
- VIII. EXPIRATION DATE: May 15, 2017.



Counting Employees Example

Use July 2010 for example. July has 31 days per month. July 2010 had 21 working days.

Each employee eats 1 meal per day. It is understood that not all employees work Monday through Friday. However, all employees are entitled to days off.

At the end of the month you will get the total number of employees that are employed at your institution from your business office or Human Resources. If "for example" you have a total of 430 employees for the month of July, then you count your employees as follows:

Step 1 - Multiply 430 employees times the number of working days during the month.

Total Filled Positions for the Month of July	Number of Business Days in July 2010	Raw Head Count
430	* 21	= 9030

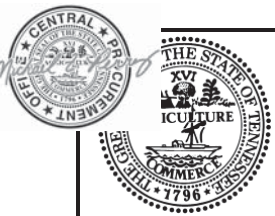
Step 2 - Adjustment factor

Given the fact that employees might be on leave you will need to multiply this by a factor of 0.187 is the relief factor that is used for Correctional Officers.

Raw Head Count	Relief Factor	Minus Adjusted Head Count	Total Actual Employee Head Count
9030	* 0.187	- 1688.61	=7341.39

Step 3 - Monthly Reporting

Enter the "Total Actual Employee Head Count" under line D22 on the Food Service Report.
Enter the "Number of Business Days" under line D3 on the Food Service Report.



ADMINISTRATIVE POLICIES
AND PROCEDURES
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Index #: 116.04

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Supersedes: 116.04 (12/15/09)

Approved by: Derrick D. Schofield

Subject: SAFETY IN FOOD SERVICE AREAS

- I. AUTHORITY: TCA 4-3-603 and TCA 4-3-606.
- II. PURPOSE: To establish a standard safety procedure in food service areas.
- III. APPLICATION: To Wardens, Deputy Wardens, Associate Wardens, Food Service Managers, Unit Managers, Facility Safety Officers, all food service employees, all correctional officers assigned to food service, and all inmates assigned to food service.
- IV. DEFINITIONS: None.
- V. POLICY: Each institutional food service manager shall implement and maintain standards of safety for the employees and inmate workers assigned to food service.
- VI. PROCEDURES:
 - A. The Warden or Warden's designee and institutional food service manager will ascertain that safety procedures are established and followed by all persons assigned to the food service department.
 1. All equipment in the food service area shall comply with the safety regulations as established by TOSHA. (See Policy #112.03)
 2. The facility safety officer/designee shall conduct safety inspections in accordance with Policy #112.05.
 3. Proper caution signs shall be posted in conspicuous places and near equipment with moving dough knives and hot surfaces.
 4. All food service staff shall receive training in first aid and CPR and certification in these areas shall be current.
 - B. The institutional food service manager shall ensure that all persons assigned to food service receive training in:
 1. The proper operation and routine care of power equipment.
 2. The proper care, handling, and use of sharp utensils such as dough knives and other tools.
 3. The proper care of floors and the condition in which they must be maintained.
 4. The location and operation of all fire fighting/safety equipment in accordance with Policy #112.04.



Effective Date: January 1, 2013

Index # 116.04

Page 2 of 2

Subject: SAFETY IN FOOD SERVICE AREAS

- C. All persons in the Food Services section shall be advised of the proper clothing and footwear to be worn while working in food service areas. (See Policies #504.05 and #506.24)
- D. An active accident prevention program shall be coordinated in food service areas of the institution by the facility safety officer. This may include the use of safety films and lectures. Documentation of all training attended by food service personnel shall be maintained and reported to the training officer.
- E. The institutional food service manager shall be responsible for developing procedures to be followed in case of accident or injury, in accordance with Policy #113.53. These procedures shall be posted in the food service area. These procedures will bear the signature of approval of the Warden and health administrator. All food service personnel shall be apprised of this information.

VII. ACA STANDARDS: 4-4321.

VIII. EXPIRATION DATE: January 1, 2016.



ADMINISTRATIVE POLICIES
AND PROCEDURES
State of Tennessee
Department of Correction

Index #: 116.05

Page 1 of 8

Effective Date: May 15, 2014

Distribution: A

Supersedes: 116.05 (6/15/11)

Approved by: Derrick D. Schofield

Subject: SANITATION OF FOOD SERVICES

- I. AUTHORITY: TCA 4-3-603, TCA 4-3-606, and TCA 53-8-101, et seq.
- II. PURPOSE: To establish standards that will provide a healthy and sanitary environment for the storage, preparation, and service of food.
- III. APPLICATION: To Wardens, Associate Wardens, Food Service Managers, Unit Managers, other applicable institutional staff, and inmates.
- IV. DEFINITIONS: None.
- V. POLICY: The Tennessee Department of Correction (TDOC) shall operate the food service program in accordance with the most current Food Service Establishment Regulations established by the Tennessee Department of Health (TDH).
- VI. PROCEDURES:
 - A. Each institution shall obtain a copy of the current Food Service Establishment Regulations from the TDH and have it available in the food service department.
 - B. All persons utilized by the TDOC in the preparation and/or distribution of food shall be free from communicable disease and open infected wounds as defined in Section 1200-23-1-.02 of (7)(a) of the above referenced Regulations. This shall include all food service employees, security personnel, and inmates assigned to food services or who are involved in food distribution.
 1. A health services review by health care staff and daily monitoring by the food service manager shall be conducted on all inmates assigned to food services as defined in Policy #113.24. Tuberculosis testing on staff and inmates shall be conducted according to Policy #113.44.
 2. The food service manager or designee is responsible for routinely reviewing staff and inmates assigned to food service for freedom from apparent communicable disease or infection. (Refer to Policy #113.24) If, at any review, there is reasonable cause to suspect the possibility of disease transmission by any employee involved in food preparation and/or distribution, that employee shall be required to obtain a release statement from their private physician or local health department indicating that they are free from communicable disease or infection. In the case of an inmate, he/she shall be referred to the institutional health services staff for evaluation. Pending further evaluation and release, the food service manager shall:



Subject: SANITATION OF FOOD SERVICES

- a. Restrict the individual's services to specific tasks or areas where there would be no danger of transmitting disease, or,
 - b. Immediately exclude the individual from all food service functions.
 3. Staff and inmates working in food services shall comply with all health-related regulations established by the food service manager. These rules shall include, but are not limited to:
 - a. Personal cleanliness - staff and inmates shall thoroughly wash their hands and the exposed portions of their arms with soap and warm water before starting work, during work as often as is necessary to keep them clean, and after eating, drinking, or using the toilet. Staff and inmates must also wash their hands again upon entering the work area. Adequate personal hygiene shall be maintained, including clean clothing.
 - b. Clothing - Refer to Policies #504.05 and #506.24.
 - c. Keep fingernails clean, trimmed, and maintained so that the edges are cleanable and not rough. Avoid wearing artificial fingernails and fingernail polish. Wear single-use gloves if artificial fingernails or fingernail polish are worn.
 - d. Hair restraints will be worn in all food preparation and service areas. Hair as defined by TDH regulations includes facial hair as well as scalp hair.
- C. Food storage, preparation, and service shall include the following:
 1. Sanitary storage shall provide protection for all food and food supplies.
 2. Warehouse Manager or Designee shall stamp date case goods when received. It is not necessary to stamp date case goods again once received in the kitchen areas. The warehouse stamp date will determine first in and first out. When items are removed from the case they will be dated with the same date on the case.
 3. Refrigerator temperatures shall be maintained between 35 degrees F to 40 degrees F. Refrigerated coolers shall never be set above 36 degrees F to allow for influx into and out of the cooler. Freezer temperatures shall be maintained at 0 degrees F or below. Freezer units shall be set between -10 and 0 degrees F.
 4. A record of refrigerator/freezer storage temperatures shall be made by the food service manager or designee at the beginning and ending of each day and shall indicate the date, temperature, time, and initials of the person making the recording. The temperature shall be recorded on Facility Storage Temperature Log, CR-3279. This record shall be posted to the outside of the storage unit or kept in the food service staff office. Any problems with temperatures are reported and addressed.



Subject: SANITATION OF FOOD SERVICES

5. The warehouse manager or designee shall be responsible for recording the cooler and freezer temperatures daily. The cooler and freezer recordings are not required on weekends and public holidays if an alarm system is installed to detect changes in temperature. This record shall be posted to the outside of the storage unit or kept in the warehouse staff office for morning and afternoon checks. Unusual compressor activity (short cycling) or a rise in temperature shall be reported immediately to the food service manager or designee so corrective action can be taken.
 6. Foods that come into contact with the employees' hands shall be protected from contamination by the employees washing his/her hands between tasks or when changing from one type of food to another, i.e., chicken to vegetables. Whenever possible, tongs, spoons, forks, and other utensils shall be used to handle foods. Servers shall wear disposable plastic gloves wherever food is being served, dispensed, or inspected.
 7. Produce received from institution farm operations shall be inspected for signs of spoilage by food service staff before acceptance.
 8. Eggs should be grade A or AA. Eggshells shall be clean and uncracked. Check the temperature of milk in cartons and bulk plastic containers. Shell eggs and pasteurized milk shall be received at a product temperature of 41 degrees F or below.
 9. The dry goods storeroom temperature shall be maintained at 45 degrees F 80 degrees F. The food service manager or designee shall record the temperature daily, preferably between 12:30 p.m. and 5:30 p.m.
 10. Containers of food shall be stored a minimum of 3 to 6 inches away from the wall and 6 inches above the floor in a manner that protects the food from splash and other contamination, and that permits easy cleaning of the storage area.
 11. The temperature of food served to staff and inmates shall be:
 - a. 140 degrees F or above for hot food
 - b. 40 degrees F or below for potentially hazardous cold food
- D. The food service manager or designee shall inspect the food service area daily for signs of rodents and pests and initiate corrective action when problems exist. Documentation of initiated corrective action shall be made on the Daily and Weekly Inspection Report, CR-2912, or the Checklist for Sanitation Inspections, CR-2831.
- E. Food service managers shall develop and implement a cleaning schedule which shall be posted in the food service area, and include times for the daily cleaning of all areas and equipment in this area. Schedules shall also be developed for the breakdown of equipment on at least a weekly basis, for deep cleaning.



Subject: SANITATION OF FOOD SERVICES

- F. The dishwasher shall be cleaned as specified on the posted cleaning schedule. Daily Dish Machine Log, CR-3278, shall be used to record the actual wash and rinse temperature on a daily basis. Any such recordings above or below the prescribed standards, as stated in Regulations, 1200-23-1-.02 (9)(d)7 and 8, shall be reported to the food service manager at once for corrective action.

- G. The food service manager shall ensure that all food service personnel are familiar with the contents of this policy.
 - 1. The food service manager or designee shall develop a monitoring program to ensure that all food service personnel are aware of the rules of health and safety in regard to their work areas and that these rules are being followed.
 - 2. Every food service employee, both free-world and inmate, shall be able to operate and clean equipment that he/she is assigned to and maintain the work areas in an acceptable sanitary manner.

- H. Inspection of the food service areas is vital to ensure regular compliance with appropriate health and sanitation rules. Each kitchen and dining area shall require the following inspections at a minimum:
 - 1. Daily inspection by an assigned supervisor from the food service department. These inspectors shall utilize the Daily and Weekly Inspection Report, CR-2912, which lists all major areas of the food service department. The inspector shall sign the daily inspection report and submit it to the food service manager for review and action.
 - 2. A weekly inspection by the food service manager or designated food service supervisor. These inspections shall utilize the Daily and Weekly Inspection Report, CR-2912, or Checklist for Sanitation Inspections, CR-2831, in guilds or housing units.
 - 3. Deficiencies found on the daily or weekly inspections shall be corrected and documented on the original inspection form or attached to the inspection form. Documentation shall consist of date of corrective action and initials of responsible staff person.
 - 4. An inspection team shall inspect the area monthly. The team shall consist of the food service manager or his/her designee, a member of the health service staff, and one person designated by the Warden. The designee shall not be selected from the food service or health service staff. The inspection team shall:
 - a. Visit and inspect all areas of the food service department, including the storage areas
 - b. Inspect the food service department on a regular but unannounced schedule



Subject: SANITATION OF FOOD SERVICES

- c. Prepare a written report, using Food Service Monthly Inspection, CR-1873, of the findings and forward a copy of the report to the Warden for his/her information and action. The inspection will satisfy the requirements outlined in Policy #112.01 regarding monthly sanitary inspections for this area.
 5. Deficiencies found on the monthly inspection report shall be corrected and documented. Documentation of corrective action shall be forwarded to the Warden.
 6. The reports of the weekly and monthly inspections shall be maintained for three years for documentation purposes. The daily inspection report shall be maintained for one year.
 7. Annual inspections will be conducted by state or local sanitation and health officials to show compliance with all applicable laws and regulations of the governing jurisdiction. There shall be documentation that deficiencies, if any, have been corrected. A copy of the annual inspection report, and documentation of deficiency corrections, shall be forwarded to the Warden, sanitation officer, and food service manager for their information and/or action. Copies of the annual inspection shall be retained on file for three years.
 - I. On May 26, 2006, TDOC adopted Hazard Analysis Critical Control Point (HACCP) guidelines. In the event that areas of the HACCP guidelines appear to conflict with TDOC or state health department guidelines, the state health department guidelines shall be followed.
- VII. ACA STANDARDS: 4-4160, 4-4314, 4-4321 through 4-4325, and 4-4329.
- VIII. EXPIRATION DATE: May 15, 2017.



TENNESSEE DEPARTMENT OF CORRECTION
FACILITY STORAGE TEMPERATURE LOG

MONTH _____ YEAR _____

FACILITY _____

COOLER # _____

DRY STORAGE AREA _____

FREEZER # _____

DATE	MORNING READING TIME	TEMP	BY (INITIALS)	AFTERNOON READING TIME	TEMP	BY (INITIALS)
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
13.						
14.						
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22.						
23.						
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25.						
26.						
27.						
28.						
29.						
30.						
31.						

DATE	INITIALS	CORRECTIVE ACTION



**TENNESSEE DEPARTMENT OF CORRECTION
DAILY AND WEEKLY INSPECTION REPORT**

INSTITUTION

AREA OR ITEM	GOOD	BAD	COMMENTS
Dock / Dumpster			
Bathroom / Lockers			
Pot and Pan Area			
Walk-In Cooler 1. 2. 3.			
Walk-In Freezer 1. 2. 3.			
Kitchen Floor, Drains			
Dining Area Floor			
Cooking Equipment			
Salad Prep Area			
Ice Machine(s)			
Dishroom			
Serving Line(s)			
Table and Chairs - Staff Dining Room			
- Main Dining Room			
No Evidence of Rodents and Pests			
Cleaning Schedule Items			
Mobile Hot /Cold Cabinets			

Inspected By:

Date:



**TENNESSEE DEPARTMENT OF CORRECTION
CHECKLIST FOR SANITATION INSPECTIONS**

INSTITUTION

Location _____

Date: _____

(Inspect and check-off the following items. Show all defective items an "X". Explain defects under comments.)

ITEMS TO BE CHECKED	DEFECTIVE	OK	COMMENTS
Floors			
Walls			
Glass			
Furniture			
Toilets			
Showers			
Laundry Room			
Rooms/Cells			
Yard Area			
Storage Area			
Kitchen			
1. Appliance			
2. Utensils			
3. Coolers			
4. Garbage Containers			
5. Floors			
6. Walls			
7. Other			
Presence of Insects or Rodents			
Availability of Cleaning Supplies			
Doors and Locking Devices			
Other			

INSPECTOR: _____

DATE: _____



TENNESSEE DEPARTMENT OF CORRECTION
DAILY DISH MACHINE LOG

TY _____

MONTH _____

DATE	BREAKFAST				LUNCH				SUPPER			
	WASH TEMP	RINSE TEMP	SANITIZE PPM	CHKD BY	WASH TEMP	RINSE TEMP	SANITIZE PPM	CHKD BY	WASH TEMP	RINSE TEMP	SANITIZE PPM	CHKD BY
1.												
2.												
3.												
4.												
5.												
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27.												
28.												
29.												
30.												
31.												

DATE

INITIALS

CORRECTIVE ACTION



**TENNESSEE DEPARTMENT OF CORRECTION
FOOD SERVICE MONTHLY INSPECTION**

FACILITY: _____

DATE: _____

		SATISFACTOR Y	UN- SATISFACTOR Y	CORRECTIVE ACTION DATE			SATISFACTOR Y	UN- SATISFACTOR Y	CORRECTIVE ACTION DATE
EXTERIOR					DISHWASHER AREA				
1.	Receiving Dock				38.	Dishwasher			
2.	Waste Containers				39.	Scrap Trays			
3.	Garbage/Dumpster				40.	Counters			
RESTROOM					41.	Floors			
4.	Sinks				42.	Floor Drain			
5.	Toilets/Urinals				43.	Walls			
6.	Floors				44.	Lights			
7.	Walls and Doors				45.	Ceilings			
8.	Lights				46.	Dish/Tray Carts			
FOOD PREPARATION AREA					47.	Temperature/Concentration Log			
9.	Floors				48.	Test Kit			
10.	Floor Drains				SERVING AREA				
11.	Walls				49.	Steam Tables			
12.	Lights				50.	Counters			
13.	Ceilings				51.	Milk Dispenser			
14.	Hood/Exhaust System				52.	Coffee Maker			
15.	Tables/Drawers				53.	Beverage/Ice Dispenser			
16.	Sinks				54.	Food Warmers			
17.	Mixers				55.	Salad Bar			
18.	Ovens				56.	Tray Rack			
19.	Ranges				57.	Silver Rack			
20.	Steam Kettle				DINING ROOM				
21.	Fryer				58.	Tables			
22.	Steamer				59.	Chairs			
23.	Can Opener				60.	Salt/Pepper Shakers			
24.	Slicer				61.	Walls			
25.	Chopper				62.	Floors			
26.	Refrigerator				63.	Lights			
27.	Ice Machine				64.	Ceilings			
28.	Scales				FREEZER/COOLER				
29.	Pans/Utensils				65.	Walls			
STOREROOM					66.	Floors			
30.	Shelving				67.	Shelves			
31.	Floors				68.	All Food Covered			
32.	Walls				69.	Doors			
33.	Lights				70.	Temperature Logs			
34.	Ceilings				OTHER				
35.	All Goods at Least 6" off the floor				71.	Hair/Beard Restraints			
36.	Loose Cans Dated				72.	Uniforms			
37.	Dented Cans(stored separately)				73.	Potentially hazardous cold foods below 40°			
					74.	Hot food 140° or above			
					75.	No evidence of bugs or vermin			
					76.	Inmates/Staff wash hands			
					77.	Eating or drinking only in break area			

INSPECTORS _____

Comments: _____



ADMINISTRATIVE POLICIES
AND PROCEDURES
State of Tennessee
Department of Correction

Index #: 116.06

Page 1 of 7

Effective Date: May 15, 2014

Distribution: A

Supersedes: 116.06 (7/15/10)

Approved by: Derrick D. Schofield

Subject: ADMINISTRATION OF FOOD SERVICE

- I. AUTHORITY: TCA 4-3-603 and TCA 4-3-606.
- II. PURPOSE: To establish departmental guidelines for the provision of a food service program at all Tennessee Department of Correction (TDOC) facilities, excluding Tennessee Correction Academy.
- III. APPLICATION: Wardens, Food Service Managers, Warehouse Managers, business office staff and Tennessee Rehabilitative Initiative in Correction (TRICOR).
- IV. DEFINITIONS:
 - A. Electronic Procurement Request (EPR): An on-line system utilized by procurement officers to electronically record and process procurement requests from the time the request is entered to the time the request has been completed.
 - B. Standardized Menu Program: A 28-day menu cycle designed to standardize the processes of ordering, receiving, inventorying, and managing daily food cost.
- V. POLICY: Each TDOC institution shall administer its food service program in accordance with the following guidelines.
- VI. PROCEDURES:
 - A. A qualified full-time food service manager shall supervise food service operations.
 - B. Records shall be maintained to document information related to the service of the minimum dietary requirements. These records shall include:
 1. An annual budget plan for the procurement of food, supplies, and equipment necessary to provide the daily food allowance
 2. An up-to-date daily record of food served (as-run menus)
 3. A monthly ledger of all food consumed (inventory cards)
 - C. Fiscal records shall be maintained to document the following food service operations:
 1. Food expenditures that identify cost per inmate per day The Tennessee Correctional Academy will identify food expenditures per capita per meal.



subject: ADMINISTRATION OF FOOD SERVICE

2. Transfer of charges for food to other departments.
3. Electronic procurement requests (EPRs) will be used to indicate proof of effective procurement procedures. Procurement Request, CR-2030, may only be used when the electronic system is not available.
4. Inventories of food which is in storage, the dates of storage, and the methods used to ensure that the food is not stored beyond its shelf life.
5. Submittals of the Food Service Report, CR-3854 (CR-1939 for Tennessee Correctional Academy only), which are due in Central Office by the tenth of each month. See Policy #116.01 for sample of CR-3854.

D. Meal service records shall be maintained and include the following information:

1. Number of meals served daily and recorded on the Daily Meal Count, CR-0720. These forms shall be submitted to the business office and shall include:
 - a. The daily in-house census of number of staff on duty.
 - b. Snacks are part of the diabetic, six small feedings, and clear liquid diets. For all other medically ordered snacks, every three snacks should be counted as one meal.
 - c. The number of meals served to guests or visitors. (Tennessee Correctional Academy only)
 - d. Number and type of modified diets served each meal.
2. Food cost per person per day (Tennessee Correctional Academy will include average food cost per person per day only)
3. Record of food consumption (Cook's Worksheet, CR-1802) shall be maintained by the food service manager for one year. The Food Service Monthly Inspection Reports, CR-1873, shall be maintained for three years.
4. The current standardized menu shall include the portion sizes.

E. The following program reviews shall be conducted:

1. A registered dietitian shall review the menus of each facility on a quarterly basis for nutritional value of meals served.
2. The food service manager will review the menus quarterly to verify adherence to the cycle menu and portion size. The production sheets used in reviewing the menu shall be made available at all times.
3. A survey indicating inmate food preferences shall be conducted at least annually.



Effective Date: May 15, 2014

Index # 116.06

Page 3 of 7

subject: ADMINISTRATION OF FOOD SERVICE

4. Cook/Chill usage is to be reviewed on a monthly basis by the Director of Food Services for the Tennessee Correction Academy only.
5. The Memo of Understanding between TDOC and TRICOR/Tennessee Cook Chill is to be reviewed annually by TDOC Chief Financial Officer.

VII. ACA STANDARDS: 4-4313 through 4-4316.

VIII. EXPIRATION DATE: May 15, 2017.



TENNESSEE DEPARTMENT OF CORRECTION
DAILY MEAL COUNT

INSTITUTION: _____ DATE: _____

MEAL	STAFF	GUESTS	INMATES
BREAKFAST			
LUNCH			
DINNER			
TOTAL			

Residents In transit (Chain Bus) _____

Signature of Food Service Manager or Designee

This form must be completed daily and submitted to the business office.



TENNESSEE DEPARTMENT OF CORRECTION
DAILY MEAL COUNT

INSTITUTION: _____ DATE: _____

MEAL	STAFF	GUESTS	INMATES
BREAKFAST			
LUNCH			
DINNER			
TOTAL			

Residents In transit (Chain Bus) _____

Signature of Food Service Manager or Designee

This form must be completed daily and submitted to the business office.



**TENNESSEE DEPARTMENT OF CORRECTION
FOOD SERVICE MONTHLY INSPECTION**

FACILITY: _____

DATE: _____

		SATISFACTOR Y	UN- SATISFACTOR Y	CORRECTIVE ACTION DATE			SATISFACTOR Y	UN- SATISFACTOR Y	CORRECTIVE ACTION DATE
EXTERIOR					DISHWASHER AREA				
1.	Receiving Dock				38.	Dishwasher			
2.	Waste Containers				39.	Scrap Trays			
3.	Garbage/Dumpster				40.	Counters			
RESTROOM					41.	Floors			
4.	Sinks				42.	Floor Drain			
5.	Toilets/Urinals				43.	Walls			
6.	Floors				44.	Lights			
7.	Walls and Doors				45.	Ceilings			
8.	Lights				46.	Dish/Tray Carts			
FOOD PREPARATION AREA					47.	Temperature/Concentration Log			
9.	Floors				48.	Test Kit			
10.	Floor Drains				SERVING AREA				
11.	Walls				49.	Steam Tables			
12.	Lights				50.	Counters			
13.	Ceilings				51.	Milk Dispenser			
14.	Hood/Exhaust System				52.	Coffee Maker			
15.	Tables/Drawers				53.	Beverage/Ice Dispenser			
16.	Sinks				54.	Food Warmers			
17.	Mixers				55.	Salad Bar			
18.	Ovens				56.	Tray Rack			
19.	Ranges				57.	Silver Rack			
20.	Steam Kettle				DINING ROOM				
21.	Fryer				58.	Tables			
22.	Steamer				59.	Chairs			
23.	Can Opener				60.	Salt/Pepper Shakers			
24.	Slicer				61.	Walls			
25.	Chopper				62.	Floors			
26.	Refrigerator				63.	Lights			
27.	Ice Machine				64.	Ceilings			
28.	Scales				FREEZER/COOLER				
29.	Pans/Utensils				65.	Walls			
STOREROOM					66.	Floors			
30.	Shelving				67.	Shelves			
31.	Floors				68.	All Food Covered			
32.	Walls				69.	Doors			
33.	Lights				70.	Temperature Logs			
34.	Ceilings				OTHER				
35.	All Goods at Least 6" off the floor				71.	Hair/Beard Restraints			
36.	Loose Cans Dated				72.	Uniforms			
37.	Dented Cans(stored separately)				73.	Potentially hazardous cold foods below 40°			
					74.	Hot food 140° or above			
					75.	No evidence of bugs or vermin			
					76.	Inmates/Staff wash hands			
					77.	Eating or drinking only in break area			

INSPECTORS _____

Comments: _____



ADMINISTRATIVE POLICIES
AND PROCEDURES
State of Tennessee
Department of Correction

Index #: 116.06

Page 1 of 1

Effective Date: September 1, 2014

Distribution: B

Supersedes: N/A

Approved by: Derrick D. Schofield

Subject: ADMINISTRATION OF FOOD SERVICE

POLICY CHANGE NOTICE 14-29

INSTRUCTIONS:

Please remove Section VI.(D)(1)(b) and re-letter accordingly.

Please change the new Section VI.(D)(1)(c) to read as follows:

“c. Number and type of therapeutic and religious diets served each meal.”



ADMINISTRATIVE POLICIES
AND PROCEDURES
State of Tennessee
Department of Correction

Index #: 116.07	Page 1 of 2
Effective Date: March 15, 2014	
Distribution: A	
Supersedes: 116.07 (3/1/11)	

Approved by: Derrick D. Schofield

Subject: EMERGENCY FOOD SERVICE PLAN

- I. AUTHORITY: TCA 4-3-603 and TCA 4-3-606.
- II. PURPOSE: To establish the procedure for providing minimal food service in an emergency.
- III. APPLICATION: To Deputy Commissioners, Wardens, Associate Wardens, Food Service Managers, Warehouse Managers, Unit Managers, and Tennessee Rehabilitative Initiative in Correction (TRICOR).
- IV. DEFINITIONS:
 - A. Level I Emergency: Loss of power, crippling snow storm, job action, inmate revolt or sit down (non-violent), or any nondestructive interruption of food service.
 - B. Level II Emergency: Extended loss of kitchen/dining facilities due to major fire, riot, or natural disaster.
 - C. Networking: Interaction (on a planned basis) between nearby institutions and the affected institution to provide a temporary back-up of prepared meals, i.e., sandwiches, snacks, beverages, and hot meals as available for a short term emergency or the early stages of a Level II emergency.
- V. POLICY: All institutions shall include, as part of their written contingency plans, a plan for maintaining food service operations during emergency conditions. (See Policy #506.20)
- VI. PROCEDURES:
 - A. The institution shall maintain 72 hours of contingency food inventory at all times.
 - B. The site shall utilize inventory on the standardized menu to avoid waste and expiration dates.
 - C. The institutional food service emergency plan shall include:
 - 1. Level I Emergency
 - a. A menu using food items on the standardized menu or food items available on short notice that require minimal or no cooking or use of electrical power
 - b. The networking institution and local suppliers to be notified to provide support for food service



Subject: EMERGENCY FOOD SERVICE PLAN

2. Level II Emergency

- a. A seven day emergency menu and identification of networking institution(s).
- b. The number of hot meals each day that the networking institution shall provide the affected institution
- c. The method of transporting the emergency meals
- d. A means of obtaining at least minimal refrigeration space for critical items
- e. A method of providing food service for the time required to restore service to the affected institution

D. Feeding of the security staff and additional staff called to assist the affected institution shall be a priority.

VII. ACA STANDARDS: 4-4224.

VIII. EXPIRATION DATE: March 15, 2017.



ADMINISTRATIVE POLICIES
AND PROCEDURES
State of Tennessee
Department of Correction

Index #: 116.07	Page 1 of 1
Effective Date: September 1, 2015	
Distribution: B	
Supersedes: N/A	

Approved by: Derrick D. Schofield

Subject: EMERGENCY FOOD SERVICE PLAN

POLICY CHANGE NOTICE PCN 15-24

INSTRUCTIONS:

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

“A. The institution shall maintain 48 hours of contingency food inventory at all times.”

Please change Section VI.(C)(2)(a) to read as follows:

“a. A seven day emergency menu and identification of networking institution(s) will be provided by the Director of Food Service.”



ADMINISTRATIVE POLICIES
AND PROCEDURES
State of Tennessee
Department of Correction

Index #: 116.08

Page 1 of 8

Effective Date: September 1, 2014

Distribution: A

Supersedes: 116.08 (4/15/14)

Approved by: Derrick D. Schofield

Subject: RELIGIOUS DIET PROGRAMS AND FEASTS

- I. AUTHORITY: TCA 4-3-603, TCA 4-3-606, the Religious Land Use and Institutionalized Persons Act, 42 U.S.C. 2000cc, et seq.
- II. PURPOSE: To establish procedures for the Tennessee Department of Correction (TDOC) facilities to provide religious diet requirements to inmates while maintaining the safety, security, and order of each institution.
- III. APPLICATION: Wardens, Dietitians, Food Services Director, Food Services Managers, Procurement Officers, Warehouse Supervisors, Chaplains, inmates, Unit Management staff, and Counselors.
- IV. DEFINITIONS:
 - A. Chaplain: A staff member who is an ordained or endorsed minister in his/her faith group and who remains in good standing and meets the requirements established by the Department of Human Resources for employment as a chaplain. This individual is responsible for providing pastoral care and religious leadership within an institution.
 - B. Inmate Religious Diet Program: A program in which inmates can apply to obtain religious dietary items to comply with their religious tenets.
 - C. Religious Activities Committee: A group established by the Director of Religious Services with approval of the Commissioner responsible for review and approval of religious accommodation requests.
 - D. Religious Advisor: Individuals of various faith groups that partner with TDOC to provide religious diet consultation and approval of procurement services and menus offered by TDOC.
 - E. Religious Diet: Specific foods and/or food preparation techniques that satisfy religious dietary requirements.
- V. POLICY: The Department shall provide opportunities for inmates to voluntarily practice their religious diet needs during incarceration.
- VI. PROCEDURES:
 - A. Religious diet requirements shall be met as follows:
 1. Religious dietary needs not addressed by the vegetarian menu shall be addressed as provided in Section VI.(B) below.
 2. Kosher meals shall be provided in accordance with the Certified Kosher menu developed by the Food Services Director, TDOC Dietician, and in consultation and approval by a qualified religious advisor to ensure adherence to religious requirements and to ensure nutritional adequacy.



3. Halal meals shall be provided in accordance with the Certified Halal menu developed by the Food Services Director, TDOC Dietician, and in consultation and approval by a qualified religious advisor to ensure adherence to religious requirements and to ensure nutritional adequacy.
4. All food for additional religious holiday feasts shall be prepared by institutional food service staff in consultation with a qualified religious advisor to ensure and adhere to religious requirements. Volunteer groups may participate in the activities only as provided in Policy #118.01.

B. Religious Dietary Requirements Outside the Routine Menu:

1. Request Process: Inmates who are members of faith groups with religious diet tenets may request approval to participate in the Inmate Religious Diet Program when their religious dietary needs cannot otherwise be met with dietary alternatives provided within the Standardized Menu. Such request must be submitted to the Chaplain in writing and articulate the specific religious motivation for participation in the program.
2. Approval Process:
 - a. Upon receiving an inmate's request to participate in the Inmate Religious Diet Program, the Chaplain will interview the inmate to ascertain the inmate's faith. The inmate shall also be required to complete the Religious Diet Participation Agreement, CR-3814. Within ten days of receipt, the Chaplain will forward a copy of the request with his/her recommendations to the Warden for his/her approval or disapproval.
 - b. If the Warden approves the request, the Director of Religious Services shall be informed of the decision and the information will be provided to the Food Service Manager at the facility. If the Warden disapproves, the request shall be sent to the Director of Religious Services. Within 30 days, the Warden and the Director of Religious Services shall work together to agree on the approval or disapproval of the request.
 - c. If the Warden and Director of Religious Services do not agree on the disposition of the request, the Director of Religious Services shall submit the request to the Religious Activities Committee to be approved or disapproved in the same manner as a request for group accommodations. The Chaplain shall notify the inmate of the decision regarding the request.
 - d. Any inmate who has been ordered a specific therapeutic diet is responsible for informing the ordering physician of the inmate's religious diet requirements. Efforts shall be made to coordinate with Food Service to resolve any diet conflicts.
 - e. The vegetarian menu shall be requested by submitting an Inmate Inquiry – Information Request, CR-3118, to the Chaplain. The Chaplain shall forward a copy of the request to the food services department.



3. Documentation

- a. Upon inmate transfer to another facility, the person doing orientation shall inquire whether the inmate has a current approved Religious Diet. Verification will be made by checking the inmate file and contacting the sending facility. Notification will be made to the food services manager/designee by telephone immediately and a copy will be forwarded to the food service manager and Chaplain of the receiving facility. If there is a question as to whether the diet is approved, the inmate will be given the religious diet meal until the verification of the religious diet approval from the sending facility can be made by the receiving facility staff.
- b. The completed request for Religious Diet Program Participation and Agreement, CR-3814, shall be placed in the Inmate's Institutional Record. A copy shall be retained by the Chaplain and a copy forwarded to the Food Service Manager and the Warden.

4. Termination, Suspension, and/or Reinstatement to/from the Inmate Religious Diet Program

- a. An inmate may request that their religious diet be cancelled. The request shall be in writing, using the Religious Diet Cancellation Request, CR-3813, and will be effective immediately. When an inmate cancels his religious diet, food service staff should be notified immediately by phone. A copy will be given to the Chaplain, Warden, and Food Service Manager.
- b. Inmates wishing to engage in personal religious fasts must provide written notice of the starting time and date, the intended duration of the fast, and the ending time and date to the correctional facility chaplain and food services manager at least seven calendar days in advance of the fast.
- c. In order to preserve the integrity and orderly operation of the Inmate Religious Diet Program and to prevent fraud, inmates who withdraw may not be immediately reinstated back into the program. The process of reapproving a religious diet for an inmate who voluntarily withdraws may extend up to 30 days. Repeated withdrawals, however, may result in inmates being subjected to a waiting period of up to 90 days, unless a change of religious affiliation is approved per Policy #118.01.
- d. If an inmate is found in violation of the religious diet agreement the Warden has discretion to suspend and or terminate the inmate from the program. The first violation shall result in a suspension from the program. Repeated violations may result in termination from the program.
- e. If an inmate is found in violation of the religious feast guidelines provided by Central Office, the inmate will not be allowed to participate in the feast.

C. Food Service Operations

1. Food services staff shall prepare and serve approved religious diets.



Subject: RELIGIOUS DIET PROGRAMS AND FEASTS

2. Kosher diets shall be prepared in designated locked caged microwave in the main kitchen of each facility.
3. The Kosher microwave cage shall contain the following:
 - a. Approved Kosher pre-boxed meals for lunch and dinner daily services
 - b. Disposable tray and disposable silverware
 - c. Inmate name and inmate number will be written on their disposable tray
 - d. Cage shall be clearly marked, "This cage is for religious dietary items only"
4. Pre-boxed meals shall be stored in secured, locked dry storage area when received in the kitchen.
5. Halal meals shall be prepared according to religious practices to include not preparing meals with pork or with alcohol. Surfaces shall be cleaned and sanitized appropriately to avoid cross-contamination.
6. Food service staff and inmates that prepare and/or serve religious diets shall be appropriately trained in the preparation, handling, and delivery of meals. The Food Service Department is not required to purchase or use separate equipment or utensils for the preparation and service of religious meals other than the designated microwave and religious diet cage.
7. The Food Service Manager shall keep a monthly log of the type and number of the religious diets ordered and served as outlined in Policy #116.01, Menu and Diet Planning. The Food Service Manager shall email this information in a spread sheet to the Food Service Director in conjunction with the Food Service Report, CR-3854.

D. Religious/Holiday Feast Menu Program

1. If the religious feast is covered by the Standardized Menu Program Holiday Feast Menu, it is to be served to the entire population and ordered in accordance with Policy #116.06. For all other feasts, the Chaplain shall determine the number of inmates requesting participation at least one month in advance. The Warden shall determine by their designation whether to approve the provision of the feast in accordance with Policy #118.01 or whether the institution will provide the food.
2. If the institution is providing the food where possible it shall be ordered off the Standardized Menu Program Holiday Menu.
3. If the necessary food for the feast is not available, it will be at the Warden's discretion how to fulfill the feast requirements.
4. Inmates are permitted to participate in two feasts per year

VII. ACA STANDARDS: None.

VIII. EXPIRATION DATE: September 1, 2017.



TENNESSEE DEPARTMENT OF CORRECTION
FOOD SERVICE REPORT

2014-2015 SMPPFOG BY WEEK, BY MEAL

Cycle: _____

Institution Name: _____

Contact name & # of the person placing the order: _____

Edison ID #	Long Item Description	Vendor Item/Part #	Order Amount	Order Sub Total by Description	PO \$\$ Sub Total by Description
1000163018	DSNF MEAL KIT	350-DSNF			
1000163017	MENS/WOMENS MEAL KIT	350-STD		0	-
1000163429	DSNF BREAKFAST QUANTITY OVER POPULATION	DSAO			
1000163430	DSNF LUNCH QUANTITY OVER POPULATION	DSBO			
1000163431	DSNF DINNER QUANTITY OVER POPULATION	DSCO			
1000163426	MENS DINNER QUANTITY OVER POPULATION	MNCO			
1000163424	MENS/WOMENS BREAKFAST QUANTITY OVER POPULATION	MWAO			
1000163425	MENS/WOMENS LUNCH QUANTITY OVER POPULATION	MWBO			
1000163427	WOMENS DINNER QUANTITY OVER POPULATION	WNCO		0	-
1000162932	MENS BREAKFAST-WEEK 1	MWA1			
1000162933	MENS BREAKFAST-WEEK 2	MWA2			
1000162934	MENS BREAKFAST-WEEK 3	MWA3			
1000162935	MENS BREAKFAST-WEEK 4	MWA4			
1000162936	MENS LUNCH-WEEK 1	MWB1			
1000162937	MENS LUNCH-WEEK 2	MWB2			
1000162938	MENS LUNCH-WEEK 3	MWB3			
1000162939	MENS LUNCH-WEEK 4	MWB4			
1000162940	MENS DINNER-WEEK 1	MNC1			
1000162941	MENS DINNER-WEEK 2	MNC2			
1000162942	MENS DINNER-WEEK 3	MNC3			
1000162943	MENS DINNER-WEEK 4	MNC4		0	-
1000162932	WMNS BREAKFAST-WEEK 1	MWA1			
1000162933	WMNS BREAKFAST-WEEK 2	MWA2			
1000162934	WMNS BREAKFAST-WEEK 3	MWA3			
1000162935	WMNS BREAKFAST-WEEK 4	MWA4			
1000162936	WMNS LUNCH-WEEK 1	MWB1			
1000162937	WMNS LUNCH-WEEK 2	MWB2			
1000162938	WMNS LUNCH-WEEK 3	MWB3			
1000162939	WMNS LUNCH-WEEK 4	MWB4			
1000162944	WMNS DINNER-WEEK 1	WNC1			
1000162945	WMNS DINNER-WEEK 2	WNC2			
1000162946	WMNS DINNER-WEEK 3	WNC3			
1000162947	WMNS DINNER-WEEK 4	WNC4		0	-
1000162948	DSNF BREAKFAST-WEEK 1	DSA1			
1000162949	DSNF BREAKFAST-WEEK 2	DSA2			
1000162950	DSNF BREAKFAST-WEEK 3	DSA3			
1000162951	DSNF BREAKFAST-WEEK 4	DSA4			
1000162952	DSNF LUNCH-WEEK 1	DSB1			
1000162953	DSNF LUNCH-WEEK 2	DSB2			
1000162954	DSNF LUNCH-WEEK 3	DSB3			
1000162955	DSNF LUNCH-WEEK 4	DSB4			
1000162956	DSNF DINNER-WEEK 1	DSC1			
1000162957	DSNF DINNER-WEEK 2	DSC2			
1000162958	DSNF DINNER-WEEK 3	DSC3			
1000162959	DSNF DINNER-WEEK 4	DSC4		0	-
1000162960	SNACK MENU-AM/PM/HS	SNMU		0	-
1000162961	PRE-NATAL SNACK MENU-AM/PM/HS	PNMU		0	-
1000162968	SACK LUNCH-WEEK 1	SKW1			
1000162969	SACK LUNCH-WEEK 2	SKW2			
1000162962	SACK LUNCH-WEEK 3	SKW3			



TENNESSEE DEPARTMENT OF CORRECTION
FOOD SERVICE REPORT

2014-2015 SMPPFOG BY WEEK, BY MEAL

Cycle: _____

Institution Name: _____

Contact name & # of the person placing the order: _____

Edison ID #	Long Item Description	Vendor Item/Part #	Order Amount	Order Sub Total by Description	PO \$\$ Sub Total by Description
1000162963	SACK LUNCH-WEEK 4	SKW4		0	-
1000162964	VEGETARIAN-WEEK 1	VGW1			
1000162965	VEGETARIAN-WEEK 2	VGW2			
1000162966	VEGETARIAN-WEEK 3	VGW3			
1000162967	VEGETARIAN-WEEK 4	VGW4		0	-
1000162970	BLAND-WEEK 1	BLW1			
1000162971	BLAND-WEEK 2	BLW2			
1000162972	BLAND-WEEK 3	BLW3			
1000162973	BLAND-WEEK 4	BLW4		0	-
1000162974	MOD-CAL ADA-WEEK 1	MCW1			
1000162975	MOD-CAL ADA-WEEK 2	MCW2			
1000162976	MOD-CAL ADA-WEEK 3	MCW3			
1000162977	MOD-CAL ADA-WEEK 4	MCW4		0	-
1000162978	LOW-FAT/SODIUM-WEEK 1	LFW1			
1000162979	LOW-FAT/SODIUM-WEEK 2	LFW2			
1000162980	LOW-FAT/SODIUM-WEEK 3	LFW3			
1000162981	LOW-FAT/SODIUM-WEEK 4	LFW4		0	-
1000162982	HEPATIC-WEEK 1	HPW1			
1000162983	HEPATIC-WEEK 2	HPW2			
1000162984	HEPATIC-WEEK 3	HPW3			
1000162985	HEPATIC-WEEK 4	HPW4		0	-
1000162986	RENAL-WEEK 1	REW1			
1000162987	RENAL-WEEK 2	REW2			
1000162988	RENAL-WEEK 3	REW3			
1000162989	RENAL-WEEK 4	REW4		0	-
1000162990	GLUTEN FREE-WEEK 1	GFW1			
1000162991	GLUTEN FREE-WEEK 2	GFW2			
1000162992	GLUTEN FREE-WEEK 3	GFW3			
1000162993	GLUTEN FREE-WEEK 4	GFW4		0	-
1000162994	FINGER FOOD-WEEK 1	FFW1			
1000162995	FINGER FOOD-WEEK 2	FFW2			
1000162996	FINGER FOOD-WEEK 3	FFW3			
1000162997	FINGER FOOD-WEEK 4	FFW4		0	-
1000162998	PUREE-WEEK 1	PUW1			
1000162999	PUREE-WEEK 2	PUW2			
1000163000	PUREE-WEEK 3	PUW3			
1000163001	PUREE-WEEK 4	PUW4		0	-
1000163002	MECHANICAL SOFT-WEEK 1	MSW1			
1000163003	MECHANICAL SOFT-WEEK 2	MSW2			
1000163004	MECHANICAL SOFT-WEEK 3	MSW3			
1000162866	MECHANICAL SOFT-WEEK 4	MSW4		0	-
1000162867	CLEAR LIQUID-WEEK 1	CLW1			
1000162867	CLEAR LIQUID-WEEK 2	CLW2			
1000162867	CLEAR LIQUID-WEEK 3	CLW3			
1000162867	CLEAR LIQUID-WEEK 4	CLW4		0	-
1000162865	FULL LIQUID-WEEK 1	FLW1			



TENNESSEE DEPARTMENT OF CORRECTION
FOOD SERVICE REPORT

2014-2015 SMPPFOG BY WEEK, BY MEAL

Cycle: _____

Institution Name: _____

Contact name & # of the person placing the order: _____

Edison ID #	Long Item Description	Vendor Item/Part #	Order Amount	Order Sub Total by Description	PO \$\$ Sub Total by Description
1000162868	FULL LIQUID-WEEK 2	FLW2			
1000162876	FULL LIQUID-WEEK 3	FLW3			
1000162877	FULL LIQUID-WEEK 4	FLW4		0	-
1000162878	VEGAN-WEEK 1	VEW1			
1000162926	VEGAN-WEEK 2	VEW2			
1000162927	VEGAN-WEEK 3	VEW3			
1000162928	VEGAN-WEEK 4	VEW4		0	-
1000162929	HALAL-WEEK 1	HAW1			
1000162930	HALAL-WEEK 2	HAW2			
1000163005	HALAL-WEEK 3	HAW3			
1000163006	HALAL-WEEK 4	HAW4		0	-
1000163007	KOSHER-WEEK 1	KOW1			
1000163008	KOSHER-WEEK 2	KOW2			
1000163009	KOSHER-WEEK 3	KOW3			
1000162854	KOSHER-WEEK 4	KOW4		0	-
1000162851	HOUSE OF YAHWEH	HYW1		0	-
1000162852	CONTINGENCY I-DAY 1	C1D1			
1000162853	CONTINGENCY I-DAY 2	C1D2			
1000162855	CONTINGENCY I-DAY 3	C1D3			
1000162856	CONTINGENCY I-DAY 4	C1D4			
1000162857	CONTINGENCY I-DAY 5	C1D5			
1000162858	CONTINGENCY I-DAY 6	C1D6			
1000162859	CONTINGENCY I-DAY 7	C1D7		0	-
1000162860	CONTINGENCY II-DAY 1	C2D1			
1000162862	CONTINGENCY II-DAY 2	C2D2			
1000162863	CONTINGENCY II-DAY 3	C2D3			
1000162864	CONTINGENCY II-DAY 4	C2D4			
1000162861	CONTINGENCY II-DAY 5	C2D5			
1000162869	CONTINGENCY II-DAY 6	C2D6			
1000162870	CONTINGENCY II-DAY 7	C2D7		0	-
1000164834	HOLIDAY MENS/WMNS EASTER BREAKFAST-WEEK2	HOEA2			
1000164836	HOLIDAY WMNS EASTER DINNER-WEEK2	WHEC2			
1000164835	HOLIDAY MENS EASTER DINNER-WEEK2	MHEC2			
1000162872	HOLIDAY MENU-ISLAMIC FEAST	HOI1			
1000162873	HOLIDAY MENU-THANKSGIVING	HOT1			
1000162874	HOLIDAY MENU-CHRISTMAS	HOC1		0	-
1000164837	DSNF HOLIDAY EASTER BREAKFAST-WEEK2	DHEA2			
1000164838	DSNF HOLIDAY MENU-EASTER DINNER-WEEK2	DHEC2			
1000163423	DSNF HOLIDAY MENU-ISLAMIC FEAST	DOI1			
1000163428	DSNF HOLIDAY MENU-THANKSGIVING	DOT1			
1000163421	DSNF HOLIDAY MENU-CHRISTMAS	DOC1		0	-
1000162875	DSNF HALAL-WEEK 1	DHA1			
1000162882	DSNF HALAL-WEEK 2	DHA2			
1000162883	DSNF HALAL-WEEK 3	DHA3			
1000162884	DSNF HALAL-WEEK 4	DHA4		0	-
1000162885	DSNF VEGETARIAN-WEEK 1	DVG1			
1000162886	DSNF VEGETARIAN-WEEK 2	DVG2			
1000162887	DSNF VEGETARIAN-WEEK 3	DVG3			



TENNESSEE DEPARTMENT OF CORRECTION
FOOD SERVICE REPORT

2014-2015 SMPPFOG BY WEEK, BY MEAL

Cycle: _____

Institution Name: _____

Contact name & # of the person placing the order: _____

Edison ID #	Long Item Description	Vendor Item/Part #	Order Amount	Order Sub Total by Description	PO \$\$ Sub Total by Description
1000162879	DSNF VEGETARIAN-WEEK 4	DVG4		0	-
1000162880	DSNF VEGAN-WEEK 1	DVE1			
1000162881	DSNF VEGAN-WEEK 2	DVE2			
1000162888	DSNF VEGAN-WEEK 3	DVE3			
1000162889	DSNF VEGAN-WEEK 4	DVE4		0	-
1000162890	DSNF HOUSE OF YAHWEH	DHY1		0	-
1000162891	DSNF BLAND-WEEK 1	DBL1			
1000162892	DSNF BLAND-WEEK 2	DBL2			
1000162893	DSNF BLAND-WEEK 3	DBL3			
1000162894	DSNF BLAND-WEEK 4	DBL4		0	-
1000162895	DSNF MOD-CAL ADA-WEEK 1	DMC1			
1000162896	DSNF MOD-CAL ADA-WEEK 2	DMC2			
1000162897	DSNF MOD-CAL ADA-WEEK 3	DMC3			
1000162898	DSNF MOD-CAL ADA-WEEK 4	DMC4		0	-
1000162899	DSNF LOW-FAT/SODIUM-WEEK 1	DLF1			
1000162900	DSNF LOW-FAT/SODIUM-WEEK 2	DLF2			
1000162901	DSNF LOW-FAT/SODIUM-WEEK 3	DLF3			
1000162902	DSNF LOW-FAT/SODIUM-WEEK 4	DLF4		0	-
1000162903	DSNF HEPATIC-WEEK 1	DHP1			
1000162904	DSNF HEPATIC-WEEK 2	DHP2			
1000162905	DSNF HEPATIC-WEEK 3	DHP3			
1000162906	DSNF HEPATIC-WEEK 4	DHP4		0	-
1000162907	DSNF RENAL-WEEK 1	DRE1			
1000162908	DSNF RENAL-WEEK 2	DRE2			
1000162909	DSNF RENAL-WEEK 3	DRE3			
1000162910	DSNF RENAL-WEEK 4	DRE4		0	-
1000162911	DSNF GLUTEN FREE-WEEK 1	DGF1			
1000162912	DSNF GLUTEN FREE-WEEK 2	DGF2			
1000162913	DSNF GLUTEN FREE-WEEK 3	DGF3			
1000162914	DSNF GLUTEN FREE-WEEK 4	DGF4		0	-
1000162915	DSNF FINGER FOOD-WEEK 1	DFF1			
1000162916	DSNF FINGER FOOD-WEEK 2	DFF2			
1000162917	DSNF FINGER FOOD-WEEK 3	DFF3			
1000162918	DSNF FINGER FOOD-WEEK 4	DFF4		0	-
1000162919	DSNF PUREE-WEEK 1	DPU1			
1000162920	DSNF PUREE-WEEK 2	DPU2			
1000162921	DSNF PUREE-WEEK 3	DPU3			
1000162922	DSNF PUREE-WEEK 4	DPU4		0	-
1000162923	DSNF MECHANICAL SOFT-WEEK 1	DMS1			
1000162924	DSNF MECHANICAL SOFT-WEEK 2	DMS2			
1000162925	DSNF MECHANICAL SOFT-WEEK 3	DMS3			
1000162931	DSNF MECHANICAL SOFT-WEEK 4	DMS4		0	-
1000164851	MEAT,HOTDOGS,160/CS	350506		0	-
1000164852	MEAT,BEEF PATTY,64/CS	350508		0	-
1000164853	BUN,HAMBURGER,WHEAT,8/PK	350205		0	-
1000164854	BUN,HOT DOG,WHEAT,8/PK	350206		0	-



TENNESSEE DEPARTMENT OF CORRECTION
FOOD SERVICE REPORT

2014-2015 SMPPFOG BY WEEK, BY MEAL					
Cycle: _____					
Institution Name: _____					
Contact name & # of the person placing the order: _____					
Edison ID #	Long Item Description	Vendor Item/Part #	Order Amount	Order Sub Total by Description	PO \$\$ Sub Total by Description
Total Kits for this order				0	-
¹⁰ Food Service Manager's Signature (Sign and date)					
Print Name _____					
Institutional Fiscal Director's Signature (Sign and date)					
Print Name _____					
TDOC Warehouse Manager's Signature (Sign and date)					
Print Name _____					



**TENNESSEE DEPARTMENT OF CORRECTION
FOOD SERVICE REPORT**

Cycle: _____

_____ **Institution**

Cycle Cost	Cost Per Person Per Day	Year to Date Cost	Cost Per Person Per Day YTD
\$0.00			
\$0.00			

Cost of Meal Kits Purchased
Other Food Purchased (70903)
Total

Meals Served To:			
Inmates	_____	_____	_____
Employees (Filled Positions)	_____	_____	_____
Business Days	_____	_____	_____
Visitors	_____	_____	_____
Inmates in Transit	_____	_____	_____
Total	_____	_____	_____
		Monthly Total	YTD Total
		Meal Days	Meal Days
		0	0
		0	0
		0	0
		0	0
		0	0

Food Service Supplies Purchased (70913)

Prepared By: _____

Reviewed By: _____

Approved By: _____



TENNESSEE DEPARTMENT OF CORRECTION
RELIGIOUS DIET CANCELLATION REQUEST

INSTITUTION

I, _____
Inmate Name (*Printed*) Inmate Number

request that my religious diet be cancelled immediately. I understand that I must apply for readmission to the program, and readmission may not occur for up to thirty (30) days. I understand that repeated withdrawals may result in a waiting period for up to ninety (90) days for readmission unless a change of religious affiliation is approved.

Inmate Signature

Date

Chaplain Signature

Date



TENNESSEE DEPARTMENT OF CORRECTION
INMATE INQUIRY – INFORMATION REQUEST

INSTITUTION

INMATE NAME *(Please Print)*

INMATE NUMBER

UNIT: _____ ROOM / BED: _____ DATE: _____

ROUTED TO: Unit Manager Inmate Relations Coordinator (IRC)
 Counselor Inmate Job Coordinator (IJC)

1. Inmate Inquiry/Request:

2. Action by Counselor/IRC/Inmate Job Coordinator:

Counselor / IRC / Inmate Job Coordinator SIGNATURE

DATE

3. Action by Record Office

RECORD'S OFFICE STAFF SIGNATURE

DATE

4. Sentence Management Services (SMS) Response:

SMS STAFF SIGNATURE

DATE



**TENNESSEE DEPARTMENT OF CORRECTION
REQUEST FOR RELIGIOUS DIET PROGRAM PARTICIPATION AND AGREEMENT**

INSTITUTION

I, _____, _____
INMATE NAME (PLEASE PRINT) INMATE NUMBER

would like to participate in the Religious Diet Program. I understand that in order for me to be served a religious diet, special foods may have to be procured for me, and special preparation practices must be used. Therefore, I agree to abide by the following conditions:

1. I understand that if I voluntarily request that my religious diet be cancelled, I must do so in writing (*Religious Diet Cancellation Request - CR3813*) and I must wait for a period of thirty (30) days before requesting that my diet be reinstated or requesting a new religious diet.
2. I understand that repeated requests for withdrawals or changes may result in a waiting period of up to ninety (90) days.
3. During meals I will eat and possess on my food tray only those food items served as a part of the Religious Diet Program.
4. I will not purchase, possess, or consume any food items that are not permitted under my religious diet.
5. I will not eat foods from the general facility diet that are in conflict with my religious diet.
6. I will follow all facility policies for dining in my facility.
7. I will not provide any portions of my specially-prepared meal to other inmates.
8. I will not collect religious food items (or unauthorized amounts of Commissary items) in my cell/room.
9. If I am found in violation of this agreement I understand that I am subject to suspension and/or termination.
10. I understand that if I am suspended from the program it is my responsibility to notify the Chaplain of my desire to be reinstated.
11. If I am terminated for any violation of this agreement, I understand I may not reapply for the program for ninety (90) days.
12. I understand that failure to pick up my religious diet meal may result in the cost being deducted from my inmate trust account. Repeated failures to pick up my religious diet may result in suspension and/or termination from the program.

By my signature below, I acknowledge that I have read and/or discussed, with a staff person, the contents of this agreement. I further agree that if permitted to participate in the Religious Diet Program ***I will abide by the conditions of participation set forth above in this agreement***

INMATE SIGNATURE DATE

APPROVED: DISAPPROVED: TYPE OF DIET: _____

CHAPLAIN PRINTED NAME

CHAPLAIN SIGNATURE DATE

APPROVED: DISAPPROVED:

WARDEN SIGNATURE DATE

REASON FOR DISAPPROVAL INMATE SIGNATURE

Original: Inmate File

Copy: Food Service Manager

Warden

Chaplain



ADMINISTRATIVE POLICIES
AND PROCEDURES
State of Tennessee
Department of Correction

Index #: 116.08

Page 1 of 1

Effective Date: June 1, 2015

Distribution: A

Supersedes: N/A

Approved by: Derrick D. Schofield

Subject: RELIGIOUS DIET PROGRAMS AND FEASTS

POLICY CHANGE NOTICE 15-5

INSTRUCTIONS:

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

- “1. If the religious feast is not covered by the standardized menu program feast menu, the Chaplain shall initiate the process and determine the number of inmates requesting participation at least sixty days in advance. The Warden shall determine by their designation whether to approve utilizing the special events memo and standardized menu per-order process for provision of the feast in accordance with Policy #118.01 or whether the institution will provide the food.
 - a. The Fiscal Director shall submit a proposal to the Warden in the form of an emailed routing slip that includes date of service, quantity, unit of measure, approximate cost, number of people to be served, food items to be purchased and the total cost.
 - b. Any such additional food requests must have the Warden’s approval. Any purchase in excess of \$500.00 shall be submitted for approval to the TDOC Director of Food Service. The TDOC Director of Food Service will obtain the approval of the Director of Budget and Fiscal Services, the Deputy Commissioner of Operations, and the Deputy Commissioner of Administration or designee. The final approval must be attached and uploaded to the requisition. The Director of Food Service will notify the institution regarding the status of the request.
 - c. Special Event Food items will be purchased under Department 329XX00150 for inmate food purchases and 329XX00100 for staff food purchases; Account Code 70903000. XX is the last two digits of the business unit, for example 32945. Such purchases will not be included in the Food Service Report, CR-3854.
 - d. Any purchase in addition to the Standardized Menu Kit must be pre-approved by the TDOC Director of Food Service, the Executive Assistant to the Deputy Commissioner of Administration, and the Director of Budget and Fiscal Services. The proposal should be in the form of an emailed routing slip that includes date of service, quantity, unit of measure, approximate cost, number of people to be served, food items to be purchased and the total cost.
 - e. These purchases will be coded to Department 329XX00150 for all inmate food purchases and 329XX00100 for staff meal purchases; Account Code 70903000. XX is the last two digits of your business unit, for example 32945. Such purchases will be included in the Food Service Report, CR3854. The TDOC Director of Food Service will notify the institution regarding the status of the request.
2. TDOC will serve a special meal through food service provided to all population for the following feasts to be observed:
 - a. Christian (Christmas and Easter)
 - b. Muslim (Ramadan and the Feast of Abraham)
3. Inmates are permitted to participate in two feasts per year for other religious groups which can be requested in accordance with Policy #118.01 regarding group requests.”



ADMINISTRATIVE POLICIES
AND PROCEDURES
State of Tennessee
Department of Correction

Index #: 116.11

Page 1 of 2

Effective Date: May 15, 2014

Distribution: A

Supersedes: 116.11 (3/1/11)

Approved by: Derrick D. Schofield

Subject: INMATE LABOR IN FOOD SERVICES

- I. AUTHORITY: TCA 4-3-603 and TCA 4-3-606.
- II. PURPOSE: To establish specific guidelines for the use of inmate labor in food services of the Tennessee Department of Correction (TDOC).
- III. APPLICATION: Wardens, Associate Wardens, Food Service Managers, Food Service Staff, Unit Managers, Housing Guild Officers (where applicable), Inmate Jobs Coordinators, and inmates.
- IV. DEFINITIONS: None.
- V. POLICY: The TDOC shall establish and maintain standards in utilizing inmates in food service positions.
- VI. PROCEDURES:
 - A. The number of inmates assigned to the food service department shall be based on a schedule developed by the food service manager and approved by the Warden. Positions must be approved and allotted by the Central Office Inmate Programs Manager.
 - B. The food service manager shall be responsible for maintaining a current job description for each inmate position. Each inmate shall receive a copy of the job description and the training necessary for the job when he/she initially reports to work in accordance with Policy #505.07.
 - C. The food service manager or designee shall visually check the food service workers daily for any sign of communicable diseases, open wounds, sores, and respiratory infections. Food service workers shall wear a clean uniform, including a hair restraint and beard guards and single use gloves when deemed necessary by the Food Service Manager. (See Policy #504.05)
 - D. All inmates assigned to food service shall eat their meals in the dining room. Inmates assigned to the staff dining room may be allowed to eat in that area. Inmates shall eat the same meal being served to the general population and shall not be permitted to prepare special dishes or items for their own consumption, except as part of a food service vocational program. No eating shall be allowed between meal times. Beverages shall be allowed only in the dining room or designated break area.
 - E. Any inmate injury shall be documented on the Accident/Injury/Traumatic Injury Report, CR-2592, and on TOMIS Health Services Screen "Accident", LHSB. (See Policy #113.53) Life threatening injuries shall be reported in accordance with Policy #103.02.



Effective Date: May 15, 2014

Index # 116.11

Page 2 of 2

Subject: INMATE LABOR IN FOOD SERVICES

F. The Food Service Manager is responsible for ensuring accurate attendance hours for the inmate workers are entered in TOMIS in accordance with Policy #504.04.

VII. ACA STANDARDS: 4-4322.

VIII. EXPIRATION DATE: May 15, 2017.



ADMINISTRATIVE POLICIES
AND PROCEDURES
State of Tennessee
Department of Correction

Index #: 117.03 Page 1 of 3

Effective Date: June 1, 2013

Distribution: A

Supersedes: 117.03 (4/1/10)
PCN 11-13 (5/1/11)

Approved by: Derrick D. Schofield

Subject: VOCATIONAL PROGRAMS

- I. AUTHORITY: TCA 4-3-603, TCA 4-3-606, TCA 4-6-143, TCA 41-21-236, 41-22-118, Tennessee Administrative Compilation 0520-1-1 through 0520-1-10, Rules, Regulations, and Minimum Standards for the Governance of Public Schools in the State of Tennessee.
- II. PURPOSE: To establish guidelines for offender vocational programs within the Tennessee Department of Correction (TDOC).
- III. APPLICATION: To all TDOC employees and offenders and privately managed facilities.
- IV. DEFINITIONS:
 - A. Academic Program: The curriculum or courses of study which deal with general or liberal topics at any grade or learning level below post secondary.
 - B. Competency Profile: A list of standards approved by the Tennessee Department of Education utilized to determine a student's mastery of a performance standard in a specific vocational program.
 - C. Educational Good Time Credit: A one-time credit of 60 days that may be given to an eligible offender who successfully receives a general equivalency diploma, a two or four year degree from an accredited college or university, a two or four year certification in applied sciences, or vocational certificates that comprise completion of a job cluster.
 - D. Equivalency Diploma: The diploma which is issued upon successful completion of the General Educational Development (GED) Test.
 - E. General Educational Development (GED) Test: A battery of tests designed to measure students' proficiency in skills and concepts generally associated with four years of regular high school instruction.
 - F. Job Cluster: Group of vocational programs that comprise a particular job as defined by the Tennessee Department of Education and are used to educate and train offenders.
 - G. Licensing Board: A group of individuals, mandated by statute, to oversee the licensing procedures and policies for a particular profession.
 - H. Part-Time Educational Program: An educational program, scheduled for only a portion of the day, in which an offender may be assigned or voluntarily participate.



Subject: VOCATIONAL PROGRAMS

- I. Special Alternative Incarceration Unit (SAIU): A highly regimented, short-term, military style program for selected non-violent offenders. (TCA 40-20-201)
- J. Vocational Program: A systematic plan of instruction, including direct hands-on training and job related theory, designed to train an offender in a marketable skill or trade.
- V. POLICY: Vocational programs shall be available in selected institutions in the interest of increasing offenders' vocational skills.
- VI. PROCEDURES:
 - A. With the exception of Charles Bass Correctional Complex, the SAIU unit at Morgan County Correctional Complex (Boot Camp), and DeBerry Special Needs Facility, vocational programs for offenders shall be provided at TDOC institutions. The provision of vocational programs shall be administered to meet the needs of the offender population and at the discretion of the Commissioner/designee.
 - B. Full or part-time academic placement should be considered before vocational placement is approved for the following offenders:
 1. Offenders who do not possess a high school or an equivalency diploma.
 2. Offenders who do not possess the necessary reading and math skills, as defined and assessed by the instructor, to comprehend the material presented in the program.
 3. Offenders who lack the secondary school credits commensurate with the licensing board requirements for entering and obtaining a license in the vocational trade being proposed.
 - C. A student to instructor ratio of 20 to 1 should not be exceeded for all vocational programs with the exception of the Success Programs, Career Management for Success and Release for Success (CMS/RFS), which may have a maximum of 25 students. The size of the class must be in reasonable proportion to the equipment and tools accessible. Shop space, availability of equipment, and security considerations should also be considered in determining the size of classes.
 - D. Students in vocational programs shall receive a minimum of one hour of classroom instruction for each three hours of practical training.
 - E. Offenders must be willing to attempt and to complete the work assigned and report to class at the appropriate time to remain in the vocational program.
 - F. Each vocational instructor shall follow an approved Tennessee Department of Education (TDOE) vocational curriculum.
 - G. Students shall be allowed to perform and practice the skills being taught. Specific vocational skills to be mastered in each program area shall be maintained and updated at least monthly, using competency profiles to reflect current progress.



Subject: VOCATIONAL PROGRAMS

- H. Projects assigned to vocational programs shall correspond with the standards listed in the course's competency profile.
- I. Vocational programs shall be coordinated with academic programs, when possible, to ensure relevancy to employment opportunities in the community job market. New vocational programs being considered for implementation shall be approved by the Director of Education to ensure relevancy.
- J. Upon completion of a vocational program, offenders shall be awarded a certificate from either the Tennessee Department of Education (ED 2713) or the TDOC, depending upon the certification earned. Vocational completion requires meeting the minimum number of hours as shown on job descriptions and completion of all modules on the competency profile.
1. **Successful Course Completion and Eligibility for Educational Good Time Credit:** A copy of the certificate and a completed competency profile shall be placed in the offender's education file. The Principal/designee at the institution shall update information on TOMIS screen LCLE, Option- Institution Course, by using the comment section to detail the information and indicate an offender has successfully completed a vocational course program by entering SUC.
 2. **Unsuccessful Course Completion and/or Ineligibility for Educational Good Time Credits:** If the offender has completed the course but was not successful, the Principal/designee at the institution shall update the information on TOMIS screen LCLE, Option-Offender Education, and use the comment section to provide detailed GED test/scoring information. He/she shall use the code UNC to indicate that an offender was unsuccessful or the code CMP to indicate an offender was successful but did not earn credit because he/she must complete a cluster.
 3. Any further requirements needed for licensure or practice of a vocational trade above and beyond the certificate of completion will be at the offender's expense.
- K. Offenders who meet the eligibility requirements set forth in Policy #505.01, Sentence Credits, and who successfully complete a job cluster qualify to receive the educational good time credit. Credit cannot be earned by completing a standalone vocational program that is a part of a job cluster, such as construction core.
- VII. ACA STANDARDS: 4-4464, 4-4465, 4-4466, 4-4467, 4-4468, 4-4469, 4-4470, 4-4473, and 4-4480.
- VIII. EXPIRATION DATE: June 1, 2016.



ADMINISTRATIVE POLICIES
AND PROCEDURES
State of Tennessee
Department of Correction

Index #: 302.05

Page 1 of 10

Effective Date: August 15, 2014

Distribution: A

Supersedes: 302.05 (5/1/11)

Approved by: Derrick D. Schofield

Subject: EMPLOYEE SEXUAL MISCONDUCT, WORKPLACE DISCRIMINATION, AND HARASSMENT

- I. AUTHORITY: TCA 43-603, TCA 43-606, TCA 39-13-501, TCA 39-16-402, TCA 41-21-241, Tennessee Department of Human Resources Policy 12-008.
- II. PURPOSE: To establish procedures in the Department of Correction in order to prohibit employee sexual misconduct, sexual harassment, and workplace discrimination and harassment. It is the Department's policy to provide an environment free of discrimination and harassment of an individual because of that person's race, color, national origin, age (40 and over), sex, pregnancy, religion, creed, disability, veteran's status or any other category protected by state and/or federal civil rights laws.
- III. APPLICATION: To all Tennessee Department of Correction (TDOC) employees, volunteers, contract employees, vendors, and Tennessee Rehabilitative Initiative in Correction (TRICOR) employees.
- IV. DEFINITIONS:
 - A. Employee: For purposes of this policy only, an employee is considered to be any individual employed by the TDOC, any individual serving as a volunteer to the Department, or any contract employee or vendor providing professional services to the Department.
 - B. Equal Employment Opportunity Officer (EEOO): Individual in TDOC Human Resources division who is responsible for processing workplace harassment/equal employment complaints in accordance with applicable state and federal laws and regulations.
 - C. Hostile Work Environment: Occurs when a victim is subjected to comments based on race, color, national origin, age (40 and over), sex, pregnancy, religion, creed, disability, veteran's status or any other category protected by state and/or federal civil rights laws. A hostile work environment may also be created by innuendoes, touching, electronic communications or other conduct.
 - D. Retaliation: Overt or covert acts of reprisal, interference, restraint, penalty, discrimination, intimidation, or harassment against a person or persons exercising their rights under this policy.
 - E. Sexual Abuse: The subjection of another person to any sexual act or contact between an employee, volunteer, or agency representative by force, persuasion, inducement, or enticement.
 - F. Sexual Contact: The intentional touching of another individual or of the individual's intimate parts and/or clothing covering the individual for the purpose of sexual arousal or gratification.



Subject: EMPLOYEE SEXUAL MISCONDUCT, WORKPLACE DISCRIMINATION, AND HARASSMENT

- G. Sexual Harassment: Any unwelcome or unsolicited sexual advances, requests for sexual favors, or other verbal, written, or physical conduct of a sexual nature by a manager, supervisor, co-worker, or non-employee (third party). Managerial sexual harassment occurs when a manager or a supervisor gives or withholds a work-related benefit in exchange for sexual favors from an employee or takes an adverse action against an employee for refusing a request for sexual favors. Threatening to take such actions may also be a violation of this policy.
- H. Sexual Misconduct: Any unwanted behavior or act of a sexual nature directed towards any individual by an employee, volunteer, visitor, or agency representative.
- I. Workplace Discrimination and Harassment: Any unwelcome verbal, written, or physical conduct that degrades or shows hostility or aversion towards a person because of that person's race, color, national origin, age (over 40), sex, pregnancy, religion, creed, veteran's status, or disability that has the purpose or effect of creating an intimidating, hostile, or offensive work environment; unreasonably interfering with an employee's work performance; or affects an employee's employment opportunities or compensation.

V. POLICY: Sexual misconduct, sexual harassment, discrimination or workplace harassment by any employee is prohibited and will not be tolerated. Retaliation is prohibited and will not be tolerated. All reported complaints of sexual misconduct, sexual harassment, discrimination, workplace harassment, or retaliation will be promptly, fairly, and thoroughly investigated. When a violation of this policy is found to have occurred, appropriate corrective action will be taken.

VI. PROCEDURES

- A. Employees are strongly encouraged to report any incidents of perceived sexual misconduct, sexual harassment, or workplace discrimination and harassment against them as soon as possible after the event occurs. All complaints will be handled in a timely manner and, to the extent permitted by law, the confidentiality of each party involved will be observed, provided it does not interfere with the Department's ability to investigate the allegations or to take corrective action.
1. Employees may file a complaint with their department's Human Resources Director, the department head, their supervisor(s), or any individual designated by the Department to receive such reports. The TDOC staff person receiving the complaint shall document all information on the Intake and Referral Form. The staff person completing this form on behalf of the complainant shall advise the complainant of the following:
 - a. To the extent permitted by law, the Department will try to maintain the confidentiality of each party involved in a workplace harassment investigation, complaint or charge, provided it does not interfere with the department's ability to investigate the allegations or to take corrective action. However, state law may prevent the State from maintaining total confidentiality of investigations. Therefore, neither the State nor the Department guarantees confidentiality. Any documents that are made or received in the course of the investigation are public records under the State's Public Records Act, unless otherwise exempted by state law.
 - b. The State and Department's policy concerning retaliation



Subject: EMPLOYEE SEXUAL MISCONDUCT, WORKPLACE DISCRIMINATION, AND HARASSMENT

- c. All information concerning the allegations shall be communicated only to those who are authorized to receive such information.
 2. The Department's Equal Employment Opportunity Officer (EEOO) in Central Office is the central repository of all workplace harassment complaints. Under no circumstances is the individual alleging workplace harassment required to file a complaint with the alleged harasser. If an employee believes he/she cannot file a complaint within his/her agency, that person should contact the Tennessee Department of Human Resources (DOHR), Equal Opportunity Division, or Employee Relations Division.
 3. If a complaint involves the Assistant Commissioner, Deputy Commissioner, or the Commissioner, an employee may file the complaint directly with DOHR, Equal Opportunity Division.
 4. Any TDOC staff receiving an official complaint shall immediately forward within one working day the completed Intake/Referral Form and the complaint to the Department's EEOO in Central Office.
 5. Individuals who wish to file a complaint are encouraged to submit the complaint in writing and to include a description of the incident(s) as well as the date(s), time(s), place(s) and any witnesses where applicable. However, complaints may be submitted via any form of communication.
 6. All Wardens, District Directors, Directors, and appropriate Correctional Administrators, Deputy Commissioners and Assistant Commissioners shall interact with the charging employee in such a manner to remove any fear of restraint, interference, reprisal, or coercion as a result of an employee claiming sexual misconduct or harassment. Once informed of a complaint, the Warden, District Director, Director, Assistant Commissioner, or Deputy Commissioner shall take immediate, appropriate action to separate affected parties during the investigative phase for sexual misconduct or sexual harassment complaints. For all other complaints, parties shall be separated at the discretion of the Warden, District Director, Assistant Commissioner, or Deputy Commissioner.
 7. Employees witnessing or knowing of incidences of workplace discrimination and harassment must report the harassment as soon as possible after the event occurs. Failure to report is grounds for disciplinary action.
 8. An employee who makes a complaint of sexual misconduct, sexual harassment, or workplace discrimination and harassment or provides information related to such complaints will be protected against retaliation. If retaliation occurs, the employee, applicant for employment, or third party should report the retaliation in the same manner as he/she would report a workplace harassment complaint.
- B. Examples of sexual misconduct, sexual harassment or workplace discrimination and harassment can include, but are not limited to, the following:
1. Demeaning references to one's gender
 2. Comments about one's body or clothing



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3. Repeated staring, comments, or propositions of a sexual nature
 4. Jokes about sex or gender-specific traits or slurs and jokes about a class of persons, such as persons who are disabled or a racial group
 5. Conversations filled with sexually suggestive innuendoes or double meanings
 6. Display or transmittal of sexually suggestive images, objects, or messages
 7. Distributing via e-mail epithets, slurs, jokes or remarks that are derogatory or demeaning to a class of persons or a particular person or that promote stereotypes of a class of persons
 8. Display of explicit or offensive calendars, posters, pictures, drawings or cartoons that reflect disparagingly upon a class of persons or a particular person
 9. Suggestions, requests for, or demands for acts of an intimate nature
 10. Unwanted touching or attention of a sexual nature or of a personal nature, which can encompass leaning over, cornering, hugging, or pinching, sexual innuendos, teasing and other sexual talks such as jokes, personal inquiries, persistent unwanted courting and sexist put-downs
 11. Physical assault
 12. Derogatory remarks about a persons' national origin, race, language, or accent
 13. Request for sex in exchange for favors
- C. All reported complaints of sexual misconduct, sexual harassment, workplace discrimination and harassment, or retaliation will be promptly, fairly, and thoroughly investigated.
1. When a complaint is forwarded to or filed directly with the EEOO, the EEOO will, if necessary, contact the complainant in an effort to obtain additional details of the allegation. During any absence of the EEOO, complaints shall be forwarded to or filed with the Department's Human Resources Director.
 2. For purposes of this policy, "harassment" of any kind or "hostile work environment" does not consist of supervisory efforts to correct job performance or conduct that does not meet the criteria for "harassment" or "hostile work environment" as described in the preceding paragraphs. Issues regarding disagreements with supervisory actions relating only to job performance or conduct issues may be addressed through requests for management review or through the mediation program.
 3. If it is determined that the allegations made in the complaint do not come within the range of conduct that constitutes workplace discrimination or harassment, a formal investigation will not be conducted and the complainant will be informed by memorandum. Wardens, District Directors, Directors, and appropriate Deputy Commissioners, Assistant Commissioners and Correctional Administrators may pursue other means to resolve the complaint.



4. The EEOO, if necessary will then consult with the Department's General Counsel as to an appropriate plan of action and will notify the Commissioner that a complaint has been received.
5. Once the plan of action has been determined, the EEOO will notify the appropriate Warden, Superintendent, District Director, Director, Correctional Administrators, Assistant Commissioner, and Deputy Commissioner of the plan of action. Complaints may be investigated at the facility level or, depending on the complexity or severity of the offense, complaints may also be investigated by the EEOO or the Office of Compliance (OIC). If determination is made for the complaint to be investigated by OIC, the EEOO will then forward the fully completed Intake and Referral Form, as well as Request for Investigative Assistance, CR-3639, to the Deputy Commissioner for signature. The Deputy Commissioner will then forward the completed Intake and Referral Form, and the Request for Investigative Assistance to the Commissioner, CR-3639, for approval and a signed CR-3639 will then be submitted to the Director of Internal Affairs to initiate further investigation.
6. The Warden, Superintendent, District Director, Director, Correctional Administrators, Assistant Commissioner, Deputy Commissioner, or the Director of OIC will ensure that all complainants, accused, and witnesses have been advised of the following regarding the limitations on confidentiality:
 - a. To the extent permitted by law, the State will try to maintain the confidentiality of each party involved in a workplace discrimination and harassment investigation, complaint or charge, provided it does not interfere with the department's ability to investigate the allegations or to take corrective action. However, state law may prevent the State from maintaining total confidentiality of investigations. Therefore, neither the State nor the Department guarantees confidentiality.
 - b. The State and Department's policy concerning retaliation.
 - c. All information concerning the allegations shall be communicated only to those who are authorized to receive such information.
7. The EEOO officer, institutional investigator, and the OIC agent shall utilize the Investigation Memorandum Checklist, as an investigative tool in conducting investigations of discrimination and harassment complaints.
8. Upon approval of the investigative report by the Commissioner, the Warden/Superintendent of the affected institution or appropriate Assistant Commissioner for complaints arising out of Central Office and field services will be promptly notified, and the case file will be made available for his/her review as provided in Policy #107.02.
9. Upon completion of the investigation, the complainant and the accused shall be informed by the Warden, Superintendent, District Director, Director, Assistant Commissioner, Deputy Commissioner, Correctional Administrators, or the Director of OIC of the results of the investigation via formal letter. When a violation of this instruction is found to have occurred, appropriate corrective action will be taken promptly by the applicable manager.



Subject: EMPLOYEE SEXUAL MISCONDUCT, WORKPLACE DISCRIMINATION, AND HARASSMENT

10. In cases that result in discipline, records of the disciplinary actions shall be maintained in the disciplined employee's personnel file. The maintenance of these records shall be subject to the DOHR's rules concerning retention.
11. Documents generated by the investigation shall be preserved in accordance with the Department's policies established by OIC regarding investigative reports.

VII. ACA STANDARDS: 4-4056, 2-CO-1C-11, and 1-CTA-1C-14.

VIII. EXPIRATION DATE: August 15, 2017.



TENNESSEE DEPARTMENT OF CORRECTION

INTAKE AND REFERRAL

STATEMENT CONCERNING CONFIDENTIALITY

Pursuant to Tennessee Code Annotated § 10-7-502(a), "all state . . . records . . . shall at all times, during business hours, be open for personal inspection by any citizen of Tennessee, and those in charge of such records shall not refuse such right of inspection to any citizen, unless otherwise provided by state law." Accordingly, the State cannot and does not guarantee the confidentiality of this document or any notes, files, reports, or other documents, whether created by the State or received from the complainant, accused, or witnesses.

NAME OF COMPLAINANT OR PERSON REPORTING EVENT:

TELEPHONE NUMBERS OF COMPLAINANT OR PERSON REPORTING EVENT:

WORK: _____

HOME: _____

IS YOUR HOME TELEPHONE NUMBER UNLISTED? YES _____ NO _____

MOBILE: *(optional)* _____

NAME OF AGENCY AND DIVISION INVOLVED:

NAME OF PERSON(S) WHO ALLEGEDLY DISCRIMINATED AGAINST YOU OR HARASSED YOU?

RELATIONSHIP OF ALLEGED ACCUSER TO YOU (I.E. DIRECT SUPERVISOR, CO-WORKER):

DATE OF EARLIEST OCCURRENCE OF EVENTS?

DATE OF LATEST OCCURRENCE OF EVENTS?



EXPLAIN WHY YOU BELIEVE THESE EVENTS OCCURRED:

DESCRIBE HOW OTHERS WERE TREATED DIFFERENTLY THAN YOU:

WERE THERE OTHER EMPLOYEES WHO WERE TREATED BETTER IN SIMILAR CIRCUMSTANCES? PLEASE CHECK ONE: YES NO

IF YOU ANSWERED YES TO THE PREVIOUS QUESTION, PLEASE PROVIDE THE NAMES OF THE EMPLOYEES WHO WERE TREATED BETTER AND DESCRIBE HOW THEY WERE TREATED BETTER:



PLEASE LIST BELOW ANY PERSONS (WITNESSES, FELLOW EMPLOYEES, SUPERVISORS, OTHERS) WHO MAY HAVE ADDITIONAL INFORMATION TO SUPPORT OR CLARIFY THIS COMPLAINT. EXPLAIN WHAT INFORMATION EACH CAN PROVIDE.

WHAT EXPLANATION DO YOU THINK THE AGENCY OR ACCUSED WILL GIVE AS TO WHY YOU WERE TREATED IN THIS MANNER?

PLEASE IDENTIFY ANY OTHER INFORMATION (INCLUDING DOCUMENTARY EVIDENCE SUCH AS DIARIES, JOURNALS, RECORDINGS, EMAILS, VOICEMAILS, CORRESPONDENCE, ETC.) THAT YOU THINK IS RELEVANT TO THIS MATTER.

WHAT DO YOU WANT TO HAPPEN AS A RESULT OF THIS COMPLAINT?



IF YOU HAVE TOLD ANYONE ELSE ABOUT THIS MATTER, PLEASE LIST THE NAME(S) AND RELATIONSHIP(S)
(CO-WORKER, FAMILY MEMBER, ETC.)

SIGNATURE OF COMPLAINANT: _____

DATE: _____

IF COMPLETED BY SUPERVISOR OR AGENT OF STATE AS A RESULT OF INTERVIEWING A COMPLAINANT,
PLEASE PROVIDE THE FOLLOWING INFORMATION:

PRINTED NAME: _____

SIGNATURE: _____

TITLE: _____

AGENCY AND/OR DIVISION: _____

WORK TELEPHONE NUMBER: _____

DATE COMPLAINT RECEIVED: _____

DATE FORM COMPLETED: _____

REASON FOR DELAY, IF ANY, BETWEEN THE DATE THE COMPLAINT WAS RECEIVED AND THE DATE THE FORM
WAS COMPLETED:

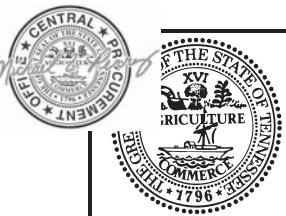
NAME AND TITLE OF PERSON TO WHOM THE FORM WAS FORWARDED FOR ACTION:

DATE ON WHICH THE FORM WAS FORWARDED:



TENNESSEE DEPARTMENT OF CORRECTION
INVESTIGATIVE MEMORANDUM CHECKLIST

1. **Complainant's name, job title, agency, location**
2. **Initiation of investigation:**
 - a. Persons involved in conducting investigation
 - b. Date complaint received by agency
 - c. Person in agency who initially received complaint
 - d. Date investigation began and, if applicable, reason for any delay
3. **Description of complaint**
 - a. General nature of events giving rise to complaint, including dates of alleged events
 - b. Person(s) accused of inappropriate behavior and organizational relationship to complainant
4. **Statements and evidence gathered in the investigation**
 - a. Complainant
 - i. Specific allegation(s). If more than one allegation, list each separately
 - ii. Additional witnesses named by complainant
 - iii. Resolution desired by complainant
 - b. Person accused of inappropriate behavior. If more than one, list each separately
 - i. Specific response(s) to allegation(s). If more than one, list each separately
 - ii. Additional witnesses named by accused
 - c. Witnesses interviewed
 - i. Name and job title. If more than one, list each separately
 - ii. Evidence about specific allegations (noting firsthand knowledge v. secondhand knowledge)
 - iii. Additional witnesses, if any
5. **Summary of evidence**
 - a. Corroboration of specific allegations
 - b. Non-corroboration of specific allegations
 - c. Other pertinent information
6. **Conclusions concerning violation of policy. INCLUDE ONLY AT THE DIRECTION OF THE AGENCY.**
7. **Appendices**
 - a. List of potential witnesses not interviewed and reason
 - b. List of attachments (documentary evidence)



ADMINISTRATIVE POLICIES
AND PROCEDURES
State of Tennessee
Department of Correction

Index #: 302.12

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Effective Date: December 1, 2015

Distribution: A

Supersedes: 302.12 (8/5/12)
PCN 14-5 (3/15/14)

Approved by: Derrick D. Schofield

Subject: DRUG-FREE WORKPLACE

- I. AUTHORITY: TCA 4-4-103, TCA 4-3-603, TCA 4-3-606, TCA 39-16-201, TCA 50-9-101 et seq., and Tennessee Administrative Compilation (TAC) 0800-2-12.
- II. PURPOSE: To enhance professionalism and safety by promoting a drug-free workplace within the Tennessee Department of Correction (TDOC).
- III. APPLICATION: To all TDOC employees.
- IV. DEFINITIONS:
 - A. Adulterated Sample: Any sample that appears to have evidence of dilution, contamination, or tampering, before, during, or after the test collection, and the laboratory can confirm what the specific adulterant is.
 - B. Alcohol: Has the same meaning as in the federal regulations describing procedures for the testing of alcohol by programs operating pursuant to the authority of the United States Department of Transportation as currently compiled at 49 Code of Federal Regulations (C.F.R.) Part 40, as the same may be revised from time to time.
 - C. Alcohol Testing: The analysis of breath, blood, or any other analysis which determines the presence and level or absence of alcohol as authorized by the U.S. Department of Transportation in its rules and guidelines concerning alcohol testing and drug testing.
 - D. Applicant: A person who has applied for a safety-sensitive position within the Tennessee Department of Correction and has begun offered employment conditioned upon successfully passing a drug test, and may have begun work pending the results of the drug test.
 - E. CAP-FUT Program: The College of American Pathologists-Forensic Drug Testing accreditation program.
 - F. Chain of Custody: The methodology of tracking specified materials or substances for the purpose of maintaining control and accountability from initial collection to final disposition for all such materials or substances, and providing for accountability at each stage in handling, testing, and storing specimens and reporting test results.
 - G. Confirmation Test: A second analytical procedure to identify the presence of alcohol or a specific drug or its metabolites in a specimen.
 - H. Conviction: A finding of guilt, including a plea of nolo contendere and/or imposition of sentence, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.



Subject: DRUG-FREE WORKPLACE

- I. Drug: Any drug subject to testing pursuant to drug testing regulations adopted by the United States Department of Transportation.
- J. Drug-free Workplace: A site for the performance of work done in connection with an employee's job whereby employees are prohibited from engaging in unlawful manufacture, distribution, dispensing, possession, or use of alcohol or drugs.
- K. Drug Test or Drug Testing: A chemical, biological or physical instrumental analysis administered by a laboratory authorized to do so pursuant to TCA 50-9-101 et seq., for the purpose of determining the presence or absence of a drug or its metabolites pursuant to regulations governing drug testing adopted by the United States Department of Transportation or such other recognized authority approved by rule by the Commissioner of Labor and Workforce Development.
- L. Employee: For purposes of this policy, any person employed full-time or part-time by the Department of Correction.
- M. Employee Assistance Program (EAP): An established program capable of providing expert assessment of employee personal concerns; confidential and timely identification services regarding employee drug or alcohol abuse; referrals of employees for appropriate diagnosis, treatment, and assistance; and follow-up services for employees who participate in the program or require monitoring after returning to work.
- N. Employee Drug Testing Coordinator (EDTC): Individual appointed by the Commissioner to administer the Department's employee drug testing program.
- O. Fit for Duty: For purposes of this policy, Fit for Duty refers to a test performed by a licensed doctor to ensure that individuals are able to perform their duties in a Safety sensitive position.
- P. Initial Drug or Alcohol Test: The first alcohol or drug-screening test to determine the presence or absence of alcohol or drugs or their metabolites in a specimen(s).
- Q. Invalid Sample: Any sample that appears to have evidence of dilution, contamination, or tampering, before, during, or after the test collection, and the laboratory cannot confirm what the specific adulterant is.
- R. Medical Review Officer (MRO): A licensed physician employed by the State contracted vendor who has knowledge of substance abuse disorders, laboratory testing procedures and, chain of custody collection procedures who verifies positive and confirmed test results. This individual possesses medical training to interpret and evaluate positive test results in relation to the individual's medical history or other relevant biomedical information.
- S. Metabolite: A substance that takes part in the process of metabolism. Metabolites are produced during metabolism or are constituents of food or substances taken into the body. When screening for drugs, laboratory personnel look for what is left in the urine after the body has broken down a complex drug into smaller pieces, i.e., they will find metabolites of the drug, not the original drug.



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- T. Prescription or Non-Prescription Medication: A drug prescribed for use by a duly licensed physician, dentist, or other medical practitioner who is licensed to issue prescriptions or a drug that is authorized pursuant to federal or state law for general distribution and use without a prescription in the treatment of human diseases, ailments, and/or injuries.
- U. Reasonable Suspicion: A belief based on specific, objective, articulable facts and the reasonable inferences that may be drawn from those facts, or knowledge sufficient under the circumstances, to cause an ordinary prudent and cautious person to believe that an employee used or is using illegal drugs or alcohol.
- V. Reconfirmation Test: A third analytical procedure, paid for by the employee, to identify the presence of alcohol or a specific drug or its metabolites in a specimen.
- W. Return to Duty Testing: The re-testing of an employee, prior to his/her returning to the workplace, after previously testing positive for the presence of drugs or alcohol.
- X. Safety-Sensitive Position: A position in which a drug impairment constitutes an immediate and direct threat to public health or safety, such as a position that requires the employee to carry a firearm, perform life-threatening procedures, work with confidential information or documents pertaining to criminal investigations or work with controlled substances, or a position in which momentary lapse in attention could result in injury or death to another person.
- Y. Substance Abuse and Mental Health Services Administration (SAMHSA): A Federal agency within the U.S. Department of Health and Human Services created to focus attention, programs, and funding on improving the lives of people with or who are at risk for mental and substance abuse disorders.
- Z. Zero Tolerance: Appropriate employee disciplinary or corrective action, up to or including termination, upon the confirmation of alcohol or drug usage by the employee while in the workplace.
- V. POLICY: The TDOC is committed to a drug-free environment and will implement an employee drug testing program to assist in that effort. The Department shall maintain a zero tolerance for the illegal use of drugs on or off the job and the use of alcohol on the job.
- VI. PROCEDURES:
- A. The Department's Drug-Free Workplace program will conform to the requirements of TCA 50-9-101 through 50-9-114 and the Rules of the Tennessee Department of Labor and Workforce Development, Division of Workers' Compensation, Drug-Free Workplace Programs, TAC 0800-2-12.
- B. Each employee shall be required to certify his/her acknowledgement of this policy and the action to be taken if a violation occurs by using the Acknowledgement of Receipt of TDOC Drug-Free Workplace Policy, CR-3679. The signed acknowledgement shall be maintained in the employee's personnel file. Copies of these acknowledgement forms may be obtained through the Human Resources Division.



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- C. Employees shall be made aware of the Employee Assistance Program (EAP) and encouraged to seek assistance with any drug or alcohol related problems. All EAP procedures are to follow Policy #305.05.
1. An employee, who believes he or she has a substance abuse issue, may contact his or her supervisor and/or the personnel department for a referral to the EAP program and begin treatment process without penalty.
 2. Once the employee enters the EAP program he or she must sign a release of information with the EAP to release information to the TDOC concerning the employee's assessment and progress made with the substance abuse issue. All employees who are offered the EAP program shall submit to follow-up testing as indicated in Section VI. (F)(3).
 3. Once an employee is informed of any form of impending drug test, he/she does not have the option of going to supervisors and/or personnel at that time seeking help through EAP to avoid sanctions before the pending drug test is completed. EAP services are available to the employee for all other issues except to avoid drug testing after the employee has been notified of testing requirement.
- D. As a condition of employment or continued employment an employee shall not:
1. Use, possess, sell, trade, offer for sale, or offer to buy illegal drugs or otherwise engage in the illegal use of drugs on or off the job.
 2. Work or report to work visibly impaired or while possessing in his or her body, blood or urine, illegal drugs in any detectable amount.
 3. Report to work under the influence of or impaired by alcohol.
 4. Use prescription drugs illegally, including using prescription drugs that have not been legally obtained or using prescription drugs in a manner or for a purpose other than as prescribed.
 5. Tamper with a drug test being administered pursuant to this policy.
- E. Types of Testing
1. Applicant Drug Testing: All applicants for safety-sensitive positions within the Department will be required to submit voluntarily to a drug test after a conditional offer of employment.
 2. Reasonable Suspicion Drug and Alcohol Testing: Reasonable Suspicion Drug Testing: Employees shall be required to submit to drug and alcohol testing as a condition of continued employment to ascertain prohibited drug use in any case in which an individualized "reasonable suspicion" exists that the employee uses and/or is abusing prescription, illegal drugs or is using alcohol on the job. This may be based upon the following reasons:



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- a. Observable phenomena, such as direct observation of drug or alcohol use or possession or the physical symptoms of being under the influence of a drug or alcohol
 - b. A pattern of abnormal conduct or erratic behavior
 - c. The identification of an employee as a suspect in a criminal investigation involving drug possession, use, distribution, or trafficking
 - d. Information provided by reliable and credible sources or independently corroborated
 - e. Newly discovered information indicating that the employee may have tampered with a previous drug or alcohol test
3. Follow-up Drug Testing: An employee who, in the course of employment, enters an Employee Assistance Program for a drug or alcohol related problem or enters a drug or alcohol rehabilitation program shall be required to submit to drug and/or alcohol testing, as appropriate, as a follow-up to such program. Such testing shall be scheduled by the Warden, Superintendent, District Director, or designee and shall occur at least quarterly for a two year period after successful completion of the program. No advance notice of a follow-up testing date shall be given to the employee.
4. Post-Accident/Critical Incident Testing:
- a. An employee shall be subject to drug and/or alcohol testing if he or she appears to have caused or contributed to a work-site accident resulting in:
 - (1) Death
 - (2) Personal injury requiring immediate medical treatment away from the scene of the accident, or
 - (3) Any type of car accident in which the employee is operating a state vehicle and any form of damage is inflicted on the state and/or another vehicle.
 - b. An employee who is authorized to carry a firearm shall be required to submit to drug testing after any discharge of the firearm involving death or personal injury.
 - c. If the accident involved the operation of a qualifying commercial motor vehicle, then post-accident testing may also be required under the authority of the Department of Transportation, Federal Highway Administration (DOT/FHWA).
 - d. The employee shall be taken to a medical facility for immediate treatment of injury. Specimens shall be obtained at the treating facility or a designated collection site and transported to an approved testing laboratory.



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- e. No specimens shall be taken prior to the administration of emergency medical care. Once this condition has been satisfied, an injured employee must submit to testing.
5. Random Testing: Employees in safety-sensitive positions shall be subject to mandatory, random drug and alcohol testing.
- F. Each employee in a position designated as safety-sensitive shall be notified of such designation and shall be required to certify his/her acknowledgment of the safety-sensitive designation by using Acknowledgment of Receipt of Notice of Designation of Position as Safety-Sensitive, CR-3678.
 - G. As a condition of continued employment, an employee who is arrested for or charged with any criminal drug offense shall notify the employee's supervisor no later than one working day after such arrest or charge. (See Policy #302.06)
 - H. If an employee is convicted of violating any criminal drug statute and is found guilty of any disciplinary offense that involves the use of or possession of drugs or alcohol, he/she shall be subject to disciplinary action up to or including termination. If he/she is not terminated, the Department shall also require the employee to successfully complete a drug abuse program sponsored by an approved private or governmental institution.
 - I. If an employee participating in an activity funded by a federal agency is convicted of violating any criminal drug statute in the workplace, the Department shall notify the appropriate federal agency. Notification shall be within ten days of receipt of notice regarding such conviction.
 - J. Testing:
 1. All testing thresholds shall comply with SAMHSA testing threshold guidelines:
 - a. All specimens will be tested for the following
 - (1) Expanded Amphetamines (including MDA and/or MDMA)
 - (2) Barbiturates
 - (3) Benzodiazepines
 - (4) Cannabinoids
 - (5) Cocaine Metabolite
 - (6) Methadone
 - (7) Methamphetamine
 - (8) Opiates (including Codeine, Morphine and Heroin)
 - (9) Phencyclidine
 - (10) Propoxyphene
 - (11) Oxycodone
 - (12) Buprenorphine



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b. Specimens will also be examined for adulteration. The following are the standard, though not the only, indicators of adulteration that will be checked for:

- (1) Temperature
- (2) Color/Appearance
- (3) Nitrates
- (4) Oxidants
- (5) Specific Gravity
- (6) pH Level
- (7) Creatinine

2. Contract laboratory staff trained to collect urinalysis specimens shall conduct urine specimen collection. Employees to be tested shall be required to provide positive photograph identification before entering the testing area. A photograph TDOC identification card and/or driver's license may be used for this purpose. Collection procedures shall be in conformance with the procedures compiled at 49 CFR, Part 40, and must be collected in accordance with those procedures using the split sample method. The chain of custody form developed by the Department of Labor for the Tennessee Drug Free Workplace Program shall be utilized.
3. Security of the collection site, chain of custody procedures, privacy of the individual, collection control, integrity, identity, and retention of the specimen, and transportation of the specimen to the laboratory shall be in accordance with the SAMHSA guidelines and United States Department of Transportation regulations (49 CFR, Part 40).
4. A SAMHSA licensed and approved contract laboratory shall conduct an initial drug screening test using an immunoassay testing method. If a positive result is found, the laboratory shall immediately perform a confirmation test using gas chromatography/mass spectrometry (GC/MS).
5. Positive, adulterated, or invalid results attained on both testing methods shall be reported to the MRO who shall proceed as set forth in Section VI.(L).

K. Reporting and Review of Results by MRO

1. The contract laboratory shall report any specimens with evidence of dilution, contamination, tampering or any question normally requiring an MRO opinion to the MRO for disposition. The MRO may determine the need to re-test, re-collect, or otherwise modify the collection procedure to ensure adequate and appropriate testing.
 - a. Samples which are confirmed as "Adulterated Samples" will be considered positive and will follow the procedures outlined in Section VI.(K)(2-7).
 - b. Employees whose samples are confirmed as "Invalid Samples" shall be required to do the following:
 - (1) Submit to an immediate follow up, observed collection.



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- (2) Should the follow up test produce a second invalid result, the employee will be referred for a Fit for Duty test.
 - (3) During the Fit for Duty test, employees who have produced invalid results twice will be required to submit to an alternative form of testing (hair, blood, etc.) as determined appropriate by the physician conducting the test and the MRO.
 2. The contract laboratory shall report confirmed positive tests to the MRO. After the laboratory has returned a confirmed positive test result to the MRO, he/she shall attempt to contact the employee within 24 hours to privately discuss any issues that might have affected the urine sample.
 - a. An employee who receives a positive confirmed test result from the MRO may contest or explain the result to the MRO within five working days after receiving such notification. The MRO may require the employee to submit additional evidence to justify a positive drug test result, including, but not limited to, a valid prescription or a letter from the individual's physician verifying a valid prescription.
 - b. The MRO shall review all medical records made available by the employee, if any, and determine whether a confirmed positive test could have resulted from legally prescribed medication. If an employee's or applicant's explanation or challenge is unsatisfactory to the MRO, or if the employee does not challenge the test result, the tests shall be considered verified. The MRO shall promptly report the verified test result to the Warden or Superintendent/designee for facilities, the District Director for Probation/Parole offices, or the EDTC for central Office Employees.
 - c. Employees who test positive for legally prescribed drugs or who have produced two invalid tests may be asked to submit to a Fit for Duty test, as determined by the MRO, to determine their ability to function in a safety sensitive position.
 - (1) Individuals who pass the Fit for Duty test shall be allowed to return to work as scheduled.
 - (2) Individuals who fail the Fit for Duty test shall have their results and all information leading up to the failure forwarded to the Warden and facility Human Resources Manager. The Warden shall review and decide upon the outcome on a case by case basis.
 - (3) Should further clarification be needed by the Warden and facility Human Resources Manager, the TDOC Director of Human Resources will be available for consultation.



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3. If the MRO is unable to make contact with the employee within 24 hours after a minimum of three reasonably spaced attempts over the 24-hour period, he/she shall contact the Warden or Superintendent/designee for facilities, District Director for probation/parole offices and the EDTC for Central Office to contact the employee and inform the employee to contact the MRO. The MRO shall not inform the Warden or Superintendent/designee for facilities and the EDTC for Central Office that the employee has a confirmed positive, adulterated, substituted or invalid test result.
 - a. The Warden or Superintendent/Designee for facilities, District Director for probation/parole offices and the EDTC for Central Office shall attempt to contact the employee and instruct him/her to call the MRO. The employee must contact the MRO within 72 hours after the notification by the Warden or Superintendent/designee for facilities, District Director for probation/parole offices and the EDTC for Central Office. If the employee does not contact the MRO within 72 hours after being contacted by the Warden or Superintendent/designee for facilities, District Director for Probation/Parole Offices and the EDTC for Central Office, the MRO may verify the test result as positive or refusal to test, as applicable.
 - b. If the MRO contacts the Warden or Superintendent/designee for facilities, District Director for probation/parole offices and the EDTC for Central Office as authorized above, and the Warden or Superintendent/designee for facilities, District Director for probation/parole offices and the EDTC for Central Office is unable after reasonable efforts to contact the employee by telephone or to locate the employee through his/her supervisor, the Warden or Superintendent/designee for facilities, District Director for probation/parole offices and the EDTC for Central Office may place the employee on temporary medical leave. The Warden or Superintendent/designee for facilities, District Director for probation/parole offices and the EDTC for Central Office must leave a message for the employee by any practicable means (such as voicemail, e-mail, or letter) to contact the MRO. The Warden or Superintendent/designee for facilities, District Director for probation/parole offices and the EDTC for Central Office inform the MRO of the date and time of the attempted contact. Reasonable efforts include, at a minimum, three attempts, spaced reasonably over a 24-hour period, to reach the employee at the day and evening telephone numbers listed on the chain of custody form.
4. Upon being notified by the MRO of an employee's verified test result, the Warden or Superintendent/designee for facilities District Director for probation/parole offices and the EDTC for Central Office shall notify the employee of his/her positive drug test.



Subject: DRUG-FREE WORKPLACE

5. Upon notification by the MRO, the employee may request a reconfirmation test using the same specimen sample previously taken.
 - a. The reconfirmation test shall be performed by an independent SAMHSA-certified or CAP-FUT program certified laboratory designated by the TDOC contractor.
 - b. The reconfirmation test shall be at the employee's expense
6. Results from the analysis of the second test on the split specimen sample shall be evaluated by the MRO and be the final step for determining positive or negative findings.
7. If there is a positive result, the employee shall be subject to disciplinary action up to and including termination.

L. Failure to Provide an Immediate Specimen

1. If the employee fails to provide a specimen immediately, he/she shall remain in the collection area with an escort and may be furnished up to a total of 40 ounces of fluids over a three-hour period.
2. If the employee has not provided a sufficient specimen within three hours of the first unsuccessful attempt, the collection site person shall discontinue the collection and notify the Warden or Superintendent/designee for facilities, District Director for probation/parole offices and the EDTC for Central Office employees.
3. Any employee who fails to provide a sufficient urine specimen may have a licensed physician (who has performed an evaluation of the employee) submit to the MRO a brief written statement indicating the physician's conclusion as to the employee's ability to provide an adequate amount of urine and the basis for the conclusion. The MRO shall consider the statement in determining whether the employee has willfully refused to provide the required specimen. After reviewing the physician's statement, the MRO shall report his/her determination to the Warden or Superintendent/designee for facilities, District Director for probation/parole offices, and the EDTC for Central Office employees in writing. For purposes of this paragraph, a medical condition includes an ascertainable physiological condition (e.g., a system dysfunction) or a documented pre-existing psychological disorder, but does not include unsupported assertions of "situational anxiety" or dehydration.

M. Additional Procedures for Random Testing

1. At each facility, probation/parole office, the Training Academy, and Central Office, Human Resources shall maintain a current list of employees who are subject to random testing as the result of being assigned to a safety-sensitive position. All positions in the department shall be reviewed annually to determine whether a change in job functions necessitates a change in a position's designation or non-designation as safety-sensitive.



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2. On a schedule established by the Department and using the list of TDOC employees in safety-sensitive positions supplied by TDOC Human Resources, the Contractor will notify the appropriate Warden or Superintendent/designee for facilities, District Director for probation/parole offices and the EDTC for Central Office employees, that an employee has been randomly selected for drug testing. The Warden or Superintendent/designee for facilities, District Director for probation/parole offices and the EDTC for Central Office employees shall notify the employee that he/she has been randomly selected for a drug test and direct the employee to immediately report to the designated test site to provide a specimen. Notification to the employee shall occur during the employee's current shift or, if the employee is not on duty at the time, during the next shift the employee works. Testing shall occur during the period the employee is scheduled to work, and as soon as practicable after the employee is notified of his/her selection.
3. The test shall be at the Department's expense.

N. Additional Procedures for Reasonable Suspicion Drug Testing

1. Employees shall be required to submit to drug and alcohol testing as a condition of continued employment to ascertain prohibited drug use in any case which an individualized "reasonable suspicion" exists that the employee uses or is using drugs or alcohol. This may be based upon the reasons set forth in Section VI.(F)(2).
2. If any employee is suspected of using drugs or of using alcohol, the Warden or Superintendent/designee for facilities, District Director for probation/parole offices and the EDTC for Central Office and Office of Investigation and Compliance employees shall gather all information, facts, and circumstances leading to and supporting this suspicion and shall document all the information used in forming the basis for testing. The Warden or Superintendent/designee for facilities, District Director for probation and parole offices, and the EDTC for Central Office employees shall notify the employee through the Reasonable Suspicion of Substance Abuse Testing Notice, CR-3676, which he or she must submit to testing. The written report of the Warden or Superintendent/designee for facilities, District Director for probation/parole offices and the EDTC for Central Office employees shall become part of the file and created and maintained by the Director of Human Resources/designee for each reasonable suspicion drug test ordered.
3. An employee shall be escorted to a test site (where the initial test shall be conducted) determined by the Warden or Superintendent/designee for facilities, District Director for probation/parole offices and by the EDTC for Central Office employees. A staff member of the Division of OIC shall provide escort for any Central Office employee who is to be tested due to reasonable suspicion. Wardens (for institutional staff) District Director (for probation/parole staff) the TCA Superintendent (for Academy staff) shall identify staff member(s) who shall provide escort for any employee who is to be tested due to reasonable suspicion. Procedures for the collecting and testing of urine specimens as well as the reporting and reviewing of results shall be in accordance with Sections VI.(J) and VI.(K) above.



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4. If the employee fails to provide a specimen immediately, the procedures outlined in Section VI. (L) Above shall be followed. If the employee cannot provide a specimen during the three-hour timeframe, the escorting supervisor shall ensure that contact is made with the Warden or Superintendent/designee for facilities, District Director for probation/parole offices and the EDTC for Central Office employees for further instruction
5. TDOC reserves the right to request observed collection of samples at their discretion. Based on SAMHSA guidelines, all follow up tests due to an initial result will be an observed collection.

- O. Confidentiality: Subject to federal and state law, employee drug and alcohol testing results and records shall be maintained under strict confidentiality. The contractor, the MRO, and employees involved in the administration of this policy shall observe strict confidentiality of an employee's test results and treatment. Any employee violating this requirement of confidentiality will be subject to disciplinary action, up to and including termination.
- P. Any employee who compromises the integrity of the alcohol and drug testing program or who fails to enforce it shall also be subject to disciplinary action, up to and including termination.
- Q. An employee or applicant shall be responsible for notifying the laboratory of any administrative or civil action brought pursuant to TCA 50-9-101 through 114 and/or TAC 0800-2-12.
- R. Employees who are confirmed to have a positive drug screen result, or who refuse a required drug screen, or who have a positive drug screen result reconfirmed, or who have altered their specimen or drug screen results are subject to disciplinary action.

VII. ACA STANDARDS: 4-4063.

VIII. EXPIRATION DATE: December 1, 2018.



TENNESSEE DEPARTMENT OF CORRECTION

**ACKNOWLEDGMENT OF RECEIPT OF TDOC DRUG-FREE WORKPLACE POLICY
(EFFECTIVE DATE 11/1/2006)**

By signing this Acknowledgment form, I affirm that I have received a copy of Policy #302.12 Drug-Free Workplace. I understand that it is my obligation to read, understand and comply with the procedures and provisions contained within this policy. I also understand that failure to comply with a drug and/or alcohol testing request or a positive confirmed test for the illegal use of drugs and/or alcohol may lead to disciplinary action up to and including termination of employment and/or loss of workers' compensation benefits.

Employee Name (printed)

Employee Signature

Date

Institution

Witness Signature



TENNESSEE DEPARTMENT OF CORRECTION

ACKNOWLEDGMENT OF RECEIPT
OF NOTICE OF DESIGNATION OF POSITION AS SAFETY SENSITIVE
(EFFECTIVE DATE 11/1/2006)

By signing this Acknowledgment form, I affirm that I have been notified in writing that my position has been designated as safety sensitive and that I will be subject to random drug/alcohol testing in accordance with Policy #302.12.

Employee Name (printed)

Employee Signature

Date

Institution

Witness Signature



**STATE OF TENNESSEE
DEPARTMENT OF CORRECTION
EMPLOYEE SUBSTANCE ABUSE PROGRAM
REASONABLE SUSPICION OF SUBSTANCE ABUSE
TESTING NOTICE**

All parts, A through D, must be completed by a trained supervisor and signed by both the supervisor and the Warden/Superintendent (or designee) prior to directing an employee to undergo reasonable suspicion drug testing.

An employee is subject to reasonable suspicion testing when after review of the specific facts and circumstances in a particular employee's case, a trained supervisor concludes that there exists a reasonable suspicion that an employee has engaged or is engaging in conduct prohibited under this policy. A trained supervisor must document the specific facts and circumstances that led to reasonable suspicion.

PART A

Employee: _____ Facility: _____

Employee ID # (or SS#) _____ Date(s) of occurrence(s) _____

PART B Check all that apply.

1.

PERSONAL APPEARANCE

- | | |
|-----------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Smells of alcohol | <input type="checkbox"/> Deteriorating personal appearance or change in appearance after lunch or breaks |
| <input type="checkbox"/> Slurred speech | <input type="checkbox"/> Unsteady walk |
| <input type="checkbox"/> Bloodshot eyes, apparent unfocused vision or wearing sunglasses at inappropriate times | |

MENTAL FACTORS

- | | |
|-----------------------------------------------------------------------------|----------------------------------------------------------------------------------------|
| <input type="checkbox"/> Decreased concentration or increased confusion | <input type="checkbox"/> Repeated mistakes, increased carelessness, errors in judgment |
| <input type="checkbox"/> Difficulty understanding and following instruction | <input type="checkbox"/> Wide mood swings |

HEALTH & SAFETY

- | | |
|--------------------------------------------------------------------------------------|-------------------------------------------------------------------------|
| <input type="checkbox"/> High on-the-job accident rate | <input type="checkbox"/> Careless handling and maintenance of equipment |
| <input type="checkbox"/> Numerous accidents off the job that affect work performance | <input type="checkbox"/> Needless risk-taking |
| | <input type="checkbox"/> Disregard for others' safety |

GENERAL PERFORMANCE

- Failure to meet deadlines
- Continuing decrease in work quality and productivity
- Improbable excuses for poor job performance



PEER RELATIONSHIPS

- Altercations with others
- Avoidance of others
- Excessive co-worker complaints
- Threatening and intimidating behavior
- Borrowing money from co-workers

ATTENDANCE

- Frequent absences for questionable or unexplained reasons or a pattern of absences
- Unexcused absences
- Unexplained disappearances from the job
- Tardiness / leaving work early
- Long lunches or breaks

Comments made by employee: (Please quote any remarks, admissions, inappropriate language, etc. that may be pertinent to the employee's condition)

- 2. Employee observed with drug paraphernalia while on duty or on State of Tennessee property

Reason for believing source is reliable and credible:

- 3. Report of prohibited drug and/or alcohol use by employee provided by a reliable and credible source

Reason for believing source is reliable and credible:

Note to Supervisor: Each section of **Part B** will be reviewed independently. An absence of response(s) in any one section does not preclude the ordering of a reasonable suspicion test.



PART C: Provide any additional descriptions of the circumstances, including any facts, inferences drawn from those facts, which constitutes the reasonable suspicion held that the employee has engaged in prohibited drug or alcohol use.

Trained Supervisor

Date

Warden/Superintendent (or designee)

Date

The signatories are ordering the following reasonable suspicion test (check one):

___ drugs ___ alcohol ___ both

It is required that a copy of this Reasonable Suspicion Form be forwarded to Human Resources.

For purposes of Department of Transportation reporting, please check the following box if this employee is required to maintain a Commercial Drivers License (CDL).

CDL Holder



ADMINISTRATIVE POLICIES
AND PROCEDURES
State of Tennessee
Department of Correction

Index 502.06

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Effective Date: May 15, 2015

Distribution: B

Supersedes: 502.06 (4/15/13)
PCN 14-10 (4/1/14)

Approved by: Derrick D. Schofield

Subject: PRISON RAPE ELIMINATION ACT (PREA) IMPLEMENTATION AND COMPLIANCE

- I. AUTHORITY: TCA 4-3-603, TCA 4-3-606, TCA 39-13-501, TCA 39-13-503, TCA 39-16-408, TCA 40-39-202, Title 28 CFR Part 115, and the Prison Rape Elimination Act of 2003, 42 USC 15601 through 15609 (PREA).
- II. PURPOSE: To prevent sexual abuse of inmates and residents under the jurisdiction of the Tennessee Department of Correction (TDOC).
- III. APPLICATION: All TDOC staff, inmates, residents, other employees as defined within this policy, and privately managed institutions.
- IV. DEFINITIONS:
 - A. Employee: For the purpose of this policy, any full-time or part-time staff member, TRICOR employees, volunteer, vendor, intern, contractor, or employee of a contractor.
 - B. Facility/Site PREA Coordinator (FPC): Associate Wardens of Treatment at TDOC institutions and Assistant Wardens of privately managed institutions who coordinate local PREA programming activities and reporting requirements and oversees the functions of the PREA Compliance Manager. The Director of Community Correction shall serve as the FPC for community confinement centers (residential transitional centers, halfway houses, etc. who are under contract with the TDOC)
 - C. Potential Sexual Aggressor: Any inmate within TDOC custody who has been identified, utilizing the PREA Screening System Application as an individual who is at risk of sexual abusive tendencies. Any resident in a TDOC contracted confinement or residential facility who has been identified, utilizing the Sexual Aggressor Classification Screening (CR-3737 for females and CR-3638 for males).
 - D. Potential Sexual Victim: Any inmate within TDOC custody who has been identified, utilizing the PREA Screening System Application as an individual with a past history of victimization. Any resident in a TDOC contracted confinement or residential facility who has been identified, utilizing the Sexual Victim Classification Screening (CR-3737 for females and CR-3638 for males).
 - E. Prison Rape Elimination Act (PREA): Federal legislation which was enacted and signed by President George W. Bush in 2003 to prevent, detect, and respond to prison rapes, sexual assaults, and sexual harassment within the United States.
 - F. PREA Compliance Manager (PCM): Individual appointed by the facility PREA coordinator to ensure the facility's compliance with PREA.
 - G. PREA-Free Walk: A walk (inspection) conducted on a monthly basis at TDOC confinement or residential locations.



Subject: PRISON RAPE ELIMINATION ACT (PREA) IMPLEMENTATION AND COMPLIANCE

- H. PREA Screening System Application: Computer application located on the TDOC intranet that is used to screen inmates upon intake and transfer for their risk of being sexually abused by other inmates or sexually abusive toward other inmates. This application replaces the Sexual Aggressor/Victim Classification Screening (CR-3737 for females and CR-3638 for males) NOTE: The CR forms will continue to be used by the residents in contracted facilities supervised by the TDOC Division of Community Supervision.
- I. Resident: Any person confined within a community confinement facility, (e.g. halfway houses and residential confinement supervised transitional centers, etc.)
- J. Sexual Abuse: Encompasses inmate-on-inmate sexual abuse; inmate-on-inmate sexual harassment; staff-on-inmate sexual abuse; and staff-on-inmate sexual harassment. (These definitions include and are the same for resident-on-resident and staff-on-resident incidents)
1. Inmate-on-inmate sexual abuse: Encompasses all incidents of inmate-on-inmate sexually abusive contact and inmate-on-inmate sexually abusive penetration.
 2. Inmate-on-inmate sexually abusive contact: Non-penetrative touching (either directly or through the clothing) of the genitalia, anus, groin, breast, inner thigh, or buttocks without penetration by an inmate of another inmate without the latter's consent, or of an inmate who is coerced into sexual contact by threats of violence, or of an inmate who is unable to consent or refuse.
 3. Inmate-on-inmate sexually abusive penetration: Penetration by an inmate of another inmate without the latter's consent, or of an inmate who is coerced into sexually abusive penetration by threats of violence, or of an inmate who is unable to consent or refuse. The sexual acts included are:
 - a. Contact between the penis and the vagina or the anus;
 - b. Contact between the mouth and the penis, vagina, or anus; or
 - c. Penetration of the anal or genital opening of another person by a hand, finger, or other object.
 4. Inmate-on-inmate sexual harassment: Repeated and unwelcome sexual advances, requests for sexual favors, verbal comments, or gestures or actions of a derogatory or offensive sexual nature by one inmate directed towards another inmate.
 5. Staff-on-inmate sexual abuse: Encompasses all occurrences of staff-on-inmate sexually abusive contact, staff-on-inmate sexually abusive penetration, staff-on-inmate indecent exposure, and staff-on-inmate voyeurism. Staff solicitations of inmates to engage in sexual contact or penetration constitute attempted staff-on-inmate sexual abuse.
 6. Staff-on-inmate sexually abusive contact: Non-penetrative touching (either directly or through the clothing) of the genitalia, anus, groin, breast, inner thigh, or buttocks by a staff member of an inmate with or without the latter's consent that is unrelated to official duties.
 7. Staff-on-inmate sexually abusive penetration: Penetration by a staff member of an inmate with or without the latter's consent. The sexual acts included are:
 - a. Contact between the penis and the vagina or the anus;



Subject: PRISON RAPE ELIMINATION ACT (PREA) IMPLEMENTATION AND COMPLIANCE

- b. Contact between the mouth and the penis, vagina, or anus; or
 - c. Penetration of the anal or genital opening of another person by a hand, finger, or other object.
- 8. Staff-on-inmate indecent exposure: The display by a staff member of his or her uncovered genitalia, buttocks, or breast in the presence of an inmate.
- 9. Staff-on-inmate voyeurism: An invasion of an inmate's privacy by an employee for reasons unrelated to official duties or when otherwise not necessary for safety and security reason, such as peering at an inmate who is using a toilet in his or her cell; requiring an inmate to expose his or her buttocks, genitals, or breasts; or taking images of all or part of an inmate's naked body or of an inmate performing bodily functions and distributing or publishing them.
- 10. Staff-on-inmate sexual harassment: Repeated verbal comments or gestures of a sexual nature to an inmate by a staff member. Such statements include demeaning references to gender, sexually suggestive or derogatory comments about body or clothing, or obscene language or gestures.
- K. Sexual Aggressor: Any inmate within TDOC custody who has been identified, utilizing the PREA Screening System Application as an individual with a past history of institutional sexually aggressive behavior. Also, any resident within a TDOC contracted residential or confinement facility who has been identified, utilizing Sexual Aggressor/Victim Classification Screening (CR-3737 for females and CR-3638 for males).
- L. TDOC PREA Coordinator: Individual designated by the Commissioner to oversee, develop, implement, and monitor the Department's PREA programming and reporting responsibilities.
- M. Victim: Any inmate within TDOC custody who has been identified, utilizing the PREA Screening System Application as an individual who is a former victim of prison or facility rape or sexual assault. Also, any resident within a TDOC contracted residential or confinement facility who has been identified, utilizing Sexual Aggressor/Victim Classification Screening (CR-3737 for females and CR-3638 for males).
- V. POLICY: It is the policy of the TDOC to provide a safe, humane, and appropriately secure environment, free from threat of sexual abuse and sexual harassment for all inmates, by maintaining a program of prevention, detection, response, investigation, and tracking of all alleged and substantiated sexual assaults and sexual harassment. TDOC has zero tolerance for incidences of sexual abuse and sexual harassment within its facilities.
- VI. PROCEDURES:
 - A. The TDOC shall have an absolute zero tolerance towards sexual acts between staff and inmates as well as inmates and inmates. There are no consensual sexual acts in a custodial or supervisory relationship. Any sexual abuse or sexual harassment between employees and inmates is inconsistent with the professional, ethical principles, and policies of the TDOC. There are also no consensual sexual contacts between inmates. All allegations of sexual abuse will be reported and investigated.



Subject: PRISON RAPE ELIMINATION ACT (PREA) IMPLEMENTATION AND COMPLIANCE

- B. The Commissioner shall appoint a TDOC PREA Coordinator who will be responsible for implementing, developing, overseeing, and monitoring the Department's PREA activities, policy development and training,
- C. The Facility PREA Coordinator (Associate Warden of Treatment/Associate Warden) shall appoint a local PREA Compliance Manager (PCM) who will ensure the facility's compliance with PREA standards. The PCM shall keep the facility PREA coordinator apprised on a monthly basis as to the facility's compliance status. Each facility shall develop internal procedures to document this process.
- D. Inmate/Resident Orientation and Education:
1. All inmates entering the TDOC system shall receive verbal and written information concerning sexual abuse within 24 hours of intake at the reception centers. (See Policy #404.05)
 2. All contractors housing offenders shall have written policy and procedures providing for resident orientation and education; these policy and procedures shall be approved by the TDOC.
 3. Facility staff shall take appropriate steps to ensure that inmates with disabilities (including, inmates who are deaf or hard of hearing, those who are blind or have low vision, or those who have intellectual, psychiatric, or speech disabilities) have an equal opportunity to participate in or benefit from all aspects of the staff's efforts to prevent, detect, and respond to sexual abuse and sexual harassment.
 4. Facility staff shall ensure that written materials are provided in formats or through methods that ensure effective communication with inmates who have disabilities, including inmates who have intellectual disabilities, limited reading skill, or who are blind or have low vision.
 5. Staff shall not rely on inmate/resident interpreters, inmate/resident readers, or other types of inmate/resident assistants except in limited circumstances such as an extended delay in obtaining an effective interpreter could compromise the inmate's safety, the performance of first-responder duties or the investigation of the inmate's claim. TOMIS Contact Note-LCDG shall be posted identifying the name of the assistor and their organization.
 6. Facility staff shall take reasonable steps to ensure meaningful access to all aspects of TDOC's efforts to prevent, detect, and respond to sexual abuse and sexual harassment to inmates who are limited English proficient, including steps to provide interpreters who can interpret effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary.
- E. The screening of inmates and residents for sexual aggressor or sexual victim potential and any eventual actual identification as aggressor or victim shall be conducted in accordance with Policy #502.06.1 and the Department's classification processes.
- F. Monitoring of sexual abuse or sexual harassment against inmates and residents shall be conducted in accordance with Policy #502.06.1.



- G. All allegations of sexual abuse and sexual harassment shall be investigated in accordance with Policy #502.06.2.
- H. Each facility shall develop a staffing pattern that provides for the adequate levels of staffing and monitoring to protect inmates and residents against sexual abuse. By July 1st of each calendar year the Warden/AWT shall assess, determine, and document whether adjustments are needed to the facility staffing plan. This review will follow the guidelines of CFR 113.13(a), (b) and (c). A written report shall be provided to the Assistant Commissioner of Prisons and the TDOC PREA Coordinator of the findings of this review. Regardless of any current contractual language between the State and a private residential vendor regarding staffing patterns, these staffing patterns are to be reviewed annually in accordance with PREA required standards upon issuance of this policy.
- I. Each PREA site coordinator and/or PREA Compliance Manager shall ensure that an unannounced PREA-free walk (inspection) is conducted on a monthly basis in accordance with PREA Inspection Team Worksheet, CR-3821. This inspection shall be conducted ~~on all shifts~~ to identify and deter staff sexual abuse and sexual harassment.
- J. Each Security Shift Supervisor shall conduct and document unannounced rounds to identify and deter staff sexual abuse and sexual harassment. The unit/program area Log Book shall be annotated with "Unannounced PREA Inspection" by the security shift supervisor when signing into the unit/program area. Additionally, the shift report shall be annotated with the date and time to the unannounced PREA inspection. Any staff member alerting other staff members that these unannounced rounds are occurring will be subject to appropriate disciplinary action.
- K. Employee Training:
1. All TDOC employees shall be trained regarding:
 - a. TDOC's zero-tolerance policy for sexual abuse and sexual harassment;
 - b. How to fulfill their responsibilities under TDOC sexual abuse and sexual harassment prevention, detection, response, and reporting of sexual abuse and sexual harassment. (See Policies #110.01 and #110.05);
 - c. Inmates' rights to be free from sexual abuse and sexual harassment;
 - d. The right of inmates and employees to be free from retaliation for reporting sexual abuse and sexual harassment;
 - e. The dynamics of sexual abuse and sexual harassment in confinement;
 - f. The common reactions of sexual abuse and sexual harassment victims;
 - g. How to detect and respond to signs of threatened and actual sexual abuse;
 - h. How to avoid inappropriate relationships with inmates;



Subject: PRISON RAPE ELIMINATION ACT (PREA) IMPLEMENTATION AND COMPLIANCE

- i. How to communicate effectively and professionally with inmates, including lesbian, gay, bisexual, transgender, intersex, or gender nonconforming inmates; and
 - j. How to comply with relevant laws related to mandatory report of sexual abuse to outside authorities.
 2. Such training shall be tailored to the gender of the inmates at the employee's facility. The employee shall receive additional training if the employee is reassigned from a facility that houses only female inmates, or vice versa.
 3. Security staff shall be trained how to conduct cross-gender pat-down searches, and searches of transgender and intersex inmates, in a professional and respectful manner, in the least intrusive manner possible, consistent with security needs. The Academy shall develop appropriate Lesson Plans for pre-service and in-service security staff.
 4. Employees shall document through signature that they have received the training listed in Section VI.(J)(1)(a-j) and that they understand the training they have received.
- L. Volunteer and Contractor Training: Each Warden/AWT shall ensure that all volunteers and contractors who have contact with inmates have been trained on their responsibilities under TDOC's sexual abuse and sexual harassment prevention, detection and response policies and procedures. Volunteers shall receive their PREA training in accordance with Policy #115.01. Training acknowledgement for volunteers and contractors shall be documented through signature that they understand the training they have received.
- M. Specialized Training for Medical and Mental Health Staff: All full and part-time medical and mental health care practitioners who work regularly in the facility shall be trained in:
 - a. How to detect and assess signs of sexual abuse and sexual harassment
 - b. How to preserve physical evidence of sexual abuse
 - c. How to respond effectively and professionally to victims of sexual abuse and sexual harassment
 - d. How and to whom to report allegations or suspicions of sexual abuse and sexual harassment
- N. Employees of privately managed facilities shall receive PREA training as part of the pre-service and in-service training requirements established by the Contractor and approved by TDOC.
- O. The Director of Contracts Administration shall ensure that all new TDOC contracts or contract renewals include language requiring the development of policies and procedures to ensure compliance with PREA standards and training regarding PREA compliance.
- P. Any awarded contracts or contract renewals, including Community Supervision contracts, shall be monitored by the Director of Compliance using appropriate inspection instruments during the annual inspection. The inspection instrument shall be developed in conjunction with the TDOC PREA Coordinator to ensure vendor compliance with PREA standards.



Subject: PRISON RAPE ELIMINATION ACT (PREA) IMPLEMENTATION AND COMPLIANCE

- Q. Facility staff shall collect accurate uniform data for every allegation of sexual abuse at facilities under its direct control using a standardized instrument and set of definitions, and the PREA Allegation System (PAS). TDOC shall aggregate the incident-based sexual abuse data at least annually. This report shall be prepared by the Decision Support: Research & Planning staff utilizing the DOJ annual reporting format. TDOC shall maintain, review, and collect data via the PAS as needed from all available incident-based documents, including reports, investigation files, and sexual abuse incident review.
- R. The TDOC PREA Coordinator shall review data collected and aggregated in order to assess and improve the effectiveness of its sexual abuse prevention, detection, and response policies, practices, and training, including:
1. Identifying problem area
 2. Taking corrective action on an ongoing basis
 3. Preparing an annual report of its finding and corrective action for each facility as well at TDOC as a whole. This report shall include a comparison of the current year's data and corrective actions with those from prior years and shall provide an assessment of TDOC's progress in addressing sexual abuse. This report shall be approved by the Commissioner and made readily available to the public through the Departments website.
- S. The TDOC PREA Coordinator shall ensure that data collected is securely retained. TDOC shall make all aggregated sexual abuse data, from TDOC facilities and private facilities with which it contracts, readily available to the public at least annually through the TDOC website. Personal identifiers shall be removed prior to the date being made publicly available.
- T. The TDOC PREA Coordinator shall maintain sexual abuse data collected for at least ten years after the date of the initial collection unless federal, state or local law require otherwise.
- U. PREA Audit Documentation Retention: Audit documents shall be retained for 12 months following the deadline for any facility audit appeal. Longer document retention may be requested by the U.S Department of Justice.

VII. ACA STANDARDS: 4-4084-1, 4-4281 through 4-4281-8, 4-4282, 4-4371, and 4-4406.

VIII. EXPIRATION DATE: May 15, 2018.



**TENNESSEE DEPARTMENT OF CORRECTION
FEMALE SEXUAL AGGRESSOR/SEXUAL VICTIM CLASSIFICATION SCREENING**

RESIDENT NAME (Please Print)

NUMBER

STAFF MEMBER(S) (Please Print)

DATE

SEXUAL VICTIM FACTORS

		YES	NO
1.	Prior history of violent offenses	<input type="checkbox"/>	<input type="checkbox"/>
2.	Former victim of Institution (Prison or Jail) rape or sexual assault	<input type="checkbox"/>	<input type="checkbox"/>
3.	Youth age (25 or younger) or Elderly (60 or older)	<input type="checkbox"/>	<input type="checkbox"/>
4.	Small in physical stature (Less than 110 lbs.)	<input type="checkbox"/>	<input type="checkbox"/>
5.	Developmental disability/Mental illness/Medical issues which may contribute to victimization	<input type="checkbox"/>	<input type="checkbox"/>
6.	First incarceration ever (Prison or Jail)	<input type="checkbox"/>	<input type="checkbox"/>
7.	Inmate is or is perceived to be lesbian, bisexual, transgender, intersex or gender non-conforming	<input type="checkbox"/>	<input type="checkbox"/>
8.	History of prior sexual victimization	<input type="checkbox"/>	<input type="checkbox"/>
9.	History of facility consensual sex	<input type="checkbox"/>	<input type="checkbox"/>
10.	Prior history of protective custody (Adult or Juvenile)	<input type="checkbox"/>	<input type="checkbox"/>
11.	Conviction for sex offenses against an adult or child	<input type="checkbox"/>	<input type="checkbox"/>

Is the offender found to be a:

- VICTIM** - If question #2 is answered yes, the offender is classified as a **victim** regardless of the other questions.
- POTENTIAL VICTIM** - If 3 or more of questions #2 – 10 are checked, the offender is classified as a **potential victim**.
- N/A** - If 2 or less of questions # 2-10 are checked, the classification designations are Not Applicable (**N/A**).

Do you recommend another victim finding level? YES NO

If yes, which level is recommended? Potential Victim N/A Monitoring YES NO

Explanation: _____



FEMALE SEXUAL AGGRESSOR/SEXUAL VICTIM CLASSIFICATION SCREENING
continued

RESIDENT NAME *(Please Print)*

NUMBER

STAFF MEMBER(S) *(Please Print)*

DATE

SEXUAL AGGRESSOR FACTORS

		YES	NO
1.	Any history of institutional (<i>prison or jail</i>) sexual aggressor behavior	<input type="checkbox"/>	<input type="checkbox"/>
2.	Current or prior rape conviction	<input type="checkbox"/>	<input type="checkbox"/>
3.	Any history of sexual abuse/sexual assault toward others	<input type="checkbox"/>	<input type="checkbox"/>
4.	Any history of physical abuse toward others	<input type="checkbox"/>	<input type="checkbox"/>
5.	Any history of domestic violence toward others	<input type="checkbox"/>	<input type="checkbox"/>
6.	Confirmed gang affiliation	<input type="checkbox"/>	<input type="checkbox"/>

Is the offender found to be a:

SEXUAL AGGRESSOR - If question #1 is yes, the offender is classified as a **sexual aggressor** regardless of the other questions.

Any resident classified as SEXUAL AGGRESSOR is to be monitored quarterly for a minimum of one calendar year and is to be re-evaluated for monitoring purposes at annual re-class.

POTENTIAL SEXUAL AGGRESSOR - If 2 or more of questions #2 – 6 are checked, the offender is classified as a **potential sexual aggressor**.

N/A - If 1 or less of questions # 2 6 are checked, the classification designations are Not Applicable (**N/A**).

Do you recommend another aggressor finding level? YES NO

If yes, which level is recommended?

Potential Sexual Aggressor N/A Monitoring YES NO

LS/CMI Review (if available) especially sections 1.8 and sections 2 (perpetrator and victim) and section 4 (other client issues).

Explanation: _____



**TENNESSEE DEPARTMENT OF CORRECTION
MALE SEXUAL AGGRESSOR/SEXUAL VICTIM CLASSIFICATION SCREENING**

RESIDENT NAME (Please Print)

NUMBER

STAFF MEMBER(S) (Please Print)

DATE

SEXUAL VICTIM FACTORS

		YES	NO
1.	Prior history of violent offenses	<input type="checkbox"/>	<input type="checkbox"/>
2.	Former victim of Institution (Prison or Jail) rape or sexual assault	<input type="checkbox"/>	<input type="checkbox"/>
3.	Youth age (25 or younger) or Elderly (60 or older)	<input type="checkbox"/>	<input type="checkbox"/>
4.	Small in physical stature (Less than 110 lbs.)	<input type="checkbox"/>	<input type="checkbox"/>
5.	Developmental disability/Mental illness/Medical issues which may contribute to victimization	<input type="checkbox"/>	<input type="checkbox"/>
6.	First incarceration ever (Prison or Jail)	<input type="checkbox"/>	<input type="checkbox"/>
7.	Inmate is or is perceived to be gay, bisexual, transgender, intersex or gender non-conforming	<input type="checkbox"/>	<input type="checkbox"/>
8.	History of prior sexual victimization	<input type="checkbox"/>	<input type="checkbox"/>
9.	History of facility consensual sex	<input type="checkbox"/>	<input type="checkbox"/>
10.	Prior history of protective custody (Adult or Juvenile)	<input type="checkbox"/>	<input type="checkbox"/>
11.	Conviction for sex offenses against an adult or child	<input type="checkbox"/>	<input type="checkbox"/>

Is the offender found to be a:

- VICTIM** - If question #2 is answered yes, the offender is classified as a **victim** regardless of the other questions.
- POTENTIAL VICTIM** - If 3 or more of questions #2 – 10 are checked, the offender is classified as a **potential victim**.
- N/A** - If 2 or less of questions # 2-10 are checked, the classification designations are Not Applicable (**N/A**).

Do you recommend another victim finding level? YES NO

If yes, which level is recommended? Potential Victim N/A Monitoring YES NO

Explanation: _____



MALE SEXUAL AGGRESSOR/SEXUAL VICTIM CLASSIFICATION SCREENING
continued

RESIDENT NAME *(Please Print)*

NUMBER

STAFF MEMBER(S) *(Please Print)*

DATE

SEXUAL AGGRESSOR FACTORS

		YES	NO
1.	Any history of institutional <i>(prison or jail)</i> sexual aggressor behavior	<input type="checkbox"/>	<input type="checkbox"/>
2.	Current or prior rape conviction	<input type="checkbox"/>	<input type="checkbox"/>
3.	Any history of sexual abuse/sexual assault toward others	<input type="checkbox"/>	<input type="checkbox"/>
4.	Any history of physical abuse toward others	<input type="checkbox"/>	<input type="checkbox"/>
5.	Any history of domestic violence toward others	<input type="checkbox"/>	<input type="checkbox"/>
6.	Confirmed gang affiliation	<input type="checkbox"/>	<input type="checkbox"/>

Is the offender found to be a:

SEXUAL AGGRESSOR - If question #1 is yes, the offender is classified as a **sexual aggressor** regardless of the other questions.

Any resident classified as SEXUAL AGGRESSOR is to be monitored quarterly for a minimum of one calendar year and is to be re-evaluated for monitoring purposes at annual re-class.

POTENTIAL SEXUAL AGGRESSOR - If 2 or more of questions #2 – 6 are checked, the offender is classified as a **potential sexual aggressor**.

N/A - If 1 or less of questions # 2 6 are checked, the classification designations are Not Applicable **(N/A)**.

Do you recommend another aggressor finding level? YES NO

If yes, which level is recommended?

Potential Sexual Aggressor N/A Monitoring YES NO

LS/CMI Review (if available) especially sections 1.8 and sections 2 (perpetrator and victim) and section 4 (other client issues).

Explanation: _____



TENNESSEE DEPARTMENT OF CORRECTION

**INSPECTION TEAM WORKSHEET
PRISON RAPE ELIMINATION ACT (PREA) OF 2003**

_____ INSTITUTION _____

_____ DATE _____

_____ TEAM LEADER _____

POSITION

MEMBERS PRESENT: _____
 SART COORDINATOR/DESIGNEE: _____
 SART SECURITY REPRESENTATIVE _____
 SART MEDICAL REPRESENTATIVE _____
 SART MENTAL HEALTH REPRESENTATIVE _____
 OTHER: _____
 OTHER: _____

REVIEW PRIOR MONTH'S REPORT	
Findings: Previous findings corrected?	
Area Toured:	
Findings:	
Staff Quizzed?	
Findings/Comments	
Area Sup. Briefed?	
Comments	
PREA Drill Conducted	
Findings/Comments	
Cameras working?	
Additional comments	



ADMINISTRATIVE POLICIES
AND PROCEDURES
State of Tennessee
Department of Correction

Index 502.06.1

Page 1 of 9

Effective Date: May 15, 2015

Distribution: B

Supersedes: 502.06 (4/15/13)
PCN 14-7 (4/1/14)
PCN 13-35 (8/15/13)

Approved by: Derrick D. Schofield

Subject: PRISON RAPE ELIMINATION ACT (PREA) SCREENING, CLASSIFICATION, EDUCATION, AND MONITORING

- I. AUTHORITY: TCA 4-3-603, TCA 4-3-606, TCA 39-13-501, TCA 39-13-503, TCA 39-16-408, TCA 40-39-202, the Prison Rape Elimination Act of 2003, 42 U.S.C. 15601 through 15609 (PREA), and Title 28 CFR Part 115.
- II. PURPOSE: To prevent sexual abuse of inmates and residents under the jurisdiction of Tennessee Department of Correction (TDOC).
- III. APPLICATION: All TDOC staff, inmates, residents, other employees as defined within this policy, and privately managed institutions.
- IV. DEFINITIONS:
 - A. Employee: For the purpose of this policy, any full-time or part-time staff member, TRICOR employees, volunteer, vendor, intern, contractor, or employee of a contractor.
 - B. Intersex: A condition usually present at birth that involves reproductive, genetic, or sexual anatomy that does not seem to fit the typical definitions of female or male.
 - C. Need to know: A criterion for limiting access of certain sensitive information to individuals who require the information to make decisions or take action with regard to an inmate's safety or treatment or to the investigative process.
 - D. PREA Screening System Application: Computer application located on the TDOC intranet that is used to screen inmates upon intake and transfer for their risk of being sexually abused by other inmates or sexually abusive toward other inmates. This application replaces Sexual Aggressor/Victim Classification Screening (CR-3737 for females and CR-3638 for males).
 - E. Resident: Any person confined within a community confinement facility, (e.g. halfway houses and residential confinement supervised transitional centers, etc.)
 - F. Sexual Aggressor/Victim Classification Screening (CR-3737 for females and CR-3638 for males): Forms to be used ONLY for the screening of residents within a TDOC contracted placement, such as halfway houses and residential confinement supervised by the TDOC Division of Community Supervision. (NOTE: these programs will never have intranet access).
 - G. Transgender: A term describing persons whose gender identity and/or expression do not conform to the gender roles assigned to them at birth. Gender identity is determined by medical staff only.



- V. POLICY: It is the policy of the TDOC to provide a safe, humane, and appropriately secure environment, free from threat of sexual abuse and sexual harassment for all inmates, by maintaining a program of prevention, detection, response, investigation, and tracking of all alleged and substantiated sexual assaults. TDOC has zero tolerance for incidences of sexual abuse and sexual harassment within its facilities.
- VI. PROCEDURES: Training for TDOC staff shall be as outlined below. Privately managed facility staff shall be trained following their organizations policies, procedures and the PREA Act of 2003.
- A. Employee Training:
1. All newly-hired employees who undergo basic training at TCA shall receive PREA-related training while there.
 2. All new hires who do not attend basic training at TCA shall receive such PREA-related training as part of their institutional orientation.
 3. All institutional employees shall receive updated PREA-related training every two years as part of their in-service training curriculum.
 4. Central Office staff shall receive PREA-related training every two years that has been approved by the TDOC PREA Coordinator.
 5. The Tennessee Correction Academy (TCA) will be responsible for the development and distribution of the PREA course lesson plans annually. All lesson plans or materials utilized for pre-service and in-service training on inmate sexual abuse and sexual harassment shall be approved by TDOC PREA Coordinator and TDOC General Counsel. At a minimum the training shall include:
 - a. TDOC policy on zero tolerance for sexual abuse and/or sexual harassment
 - b. How to fulfill their responsibilities under TDOC sexual abuse and sexual harassment, prevention, detection, reporting, and response policies and procedures.
 - c. Inmates' rights to be free from sexual abuse and sexual harassment
 - d. The right of inmates and employees to be free from retaliation for reporting sexual abuse and sexual harassment
 - e. The dynamics of sexual abuse and sexual harassment in confinement
 - f. The common reactions of sexual abuse and sexual harassment victims
 - g. How to detect and respond to signs of threatened and actual sexual abuse
 - h. How to avoid inappropriate relationships with inmates
 - i. How to communicate effectively and professionally with inmates, including lesbian, gay, bisexual, transgender, intersex, or gender nonconforming inmates



- j. How to comply with relevant laws related to mandatory reporting of sexual abuse to outside authorities
6. Security staff shall be trained on how to conduct cross-gender frisk searches and searches of transgender and intersex inmates, in a professional and respectful manner, and in the least intrusive manner possible, consistent with security needs. No inmate shall be searched solely for the purpose of determining gender status or condition, such as intersex, transgender.
7. Such training shall be tailored to the gender of the inmates at the employee's facility. The employee shall receive additional training if the employee is reassigned from a facility that houses female inmates, or vice versa.
8. The Academy and facilities shall document through signature that employees understand the training they have received using Employee PREA Training Acknowledgement Form, CR-Pending.

B. Inmate Orientation and Education:

1. The orientation information provided to inmates shall address the following and shall be documented in the inmate file on Orientation Acknowledgement, CR-2110 (See Policy #404.05 for form sample):
 - a. Prevention
 - b. Self-protection
 - c. Reporting sexual assaults/harassment and protection from retaliation
 - d. Treatment and counseling
 - e. TDOC zero tolerance for sexual assault and sexual harassment
 - f. Videos provided by TDOC PREA Coordinator
 - g. Use of PREA TIPLINE and information about the telephone number

Information regarding these topics will be approved by the TDOC PREA Coordinator and will be included in the *TDOC Inmate Rules and Regulations Handbook*. Site-specific information is to be provided in the Institutional Handbook.

2. Within 30 days of intake, the facility shall provide comprehensive education to inmates either in person or through video regarding their rights to be free from sexual abuse and sexual harassment and to be free from retaliation for reporting such incidents, and regarding agency policies and procedures for responding to such incidents.
3. Inmates who have not received verbal and written PREA orientation and education shall receive information immediately. Documentation of this orientation and education shall be included in the inmate file on Orientation Acknowledgement, CR-2110.



4. Inmate education shall be in a format accessible to all inmates, including those who are limited English proficient, deaf, visually impaired, otherwise disabled, as well as to inmates who have limited reading skills. Documentation of inmate participation in these education sessions shall be maintained.
5. All TDOC and privately managed institutions shall provide PREA-related refresher information and education as directed by the TDOC PREA Coordinator.

C. Screening/Assessing Inmates at Reception Centers:

1. Classification teams or unit management teams from diagnostic classification units will interview and evaluate all inmates for sexually aggressive/victim tendencies utilizing the PREA Screening System Application located on the TDOC intranet within 72 hours of arrival. User security access to this system shall be requested by the Associate Warden of Treatment (Associate Warden at privately managed facilities) to the TDOC PREA Coordinator. Additional information shall be gathered utilizing the Level of Service/Case Management Inventory with a focus on Sections 1.8 Antisocial, Sections 2 (Perpetrator) and Section 4 (Victim). Any conflicting information with the TDOC Sexual Aggressor or Sexual Victim screening should be reported to and resolved by the classification coordinator. The inmate's LS/CMI scores shall be reviewed within 30 days and is considered the required rescreening by the PREA standard.
2. The medical staff shall review for a history of aggressive sexual behavior or sexual abuse/victimization, utilizing information from the county officials and the medical/mental health screening on the day of arrival.
3. Inmates arriving at diagnostic centers who will be excluded from an LS/CMI assessment in accordance with Policy #513.04.1, shall receive a PREA screening as any other inmate entering the TDOC system. Within 30 days, the inmate will be rescreened with the PREA screening instrument. Once an inmate has been transferred to the receiving institution, his/her LS/CMI and PREA screening shall be reviewed.
4. Inmates refusing to answer particular questions or not disclosing complete information shall not be disciplined. These questions include:
 - a. Whether or not the inmate has a mental, physical, or developmental disability
 - b. Whether or not the inmate is or is perceived to be gay, lesbian, bisexual, transgender, intersex, or gender non-conforming
 - c. Whether or not the inmate has previously experienced sexual victimization
 - d. The inmate's own perception of vulnerability
5. Decisions concerning individual housing assignments and group activities for inmates who enter TDOC and are identified as Sexual Aggressors or Sexual Victims are the responsibility of the unit management team. This information is strictly need-to-know and housing, cell assignments, work, education and program assignments shall be made with a goal of keeping separate those inmates at high risk of being sexually victimized from those at high risk of being sexually aggressive. If mental health intervention is indicated, a referral shall be made in accordance with Policy #113.82.



Subject: PRISON RAPE ELIMINATION ACT (PREA) SCREENING, CLASSIFICATION, EDUCATION AND MONITORING

- a. No male inmate will be double celled (See Policy #506.14.1) until the required screening has been completed. Those inmates who are deemed sexual aggressors or sexual victims will be appropriately housed until assessed by mental health professionals or classification.
- b. Since the Tennessee Prison for Women serves as the female diagnostic classification center and the diagnostic unit is designed with single cells, the screening shall be completed within 14 days.
- c. Inmates who enter TDOC and are identified as Sexual Aggressors or Sexual Victims on the PREA Screening System Application to the TDOC intranet shall be considered for protective custody placement (See Policy #404.09) or placement in an institutional setting considered more controlled than general population. Clinical services shall be offered to those inmates. Clinical decisions regarding these inmates shall be the responsibility of the medical and mental health staff at the reception center.

6. Referrals and Monitoring:

- a. Any inmate identified as a Sexual Aggressor shall be monitored quarterly by the unit management team and documented on TOMIS screen LIBC for a minimum of one calendar year and is to be re-evaluated at annual reclassification.
- b. Inmates who enter TDOC as sex offenders or inmates identified as Sexual Aggressors will be advised of the sex offender treatment/programming eligibility requirements by the counseling or mental health staff involved in the reception and classification process, and that eligibility criteria must be met to be able to enter this program.
- c. Those inmates identified as Victims shall be re-evaluated within 30 days by the mental health staff if placed in segregated housing involuntarily. If extension is necessary, there shall be documentation of the basis for concern for inmate safety and reason for no alternative means of separation.
- d. Inmates who have been separated from the general population shall be re-evaluated every 30 days (in accordance with Title 28 CFR Part 115) to determine whether there is a continuing need for separation.
- e. Inmates identified as transgender or intersex shall be considered on a case-by-case basis. (See Policy #113.37) These identified inmates shall be reclassified every six months by the assigned counselor to review any threats to safety experienced by the inmate.

D. Additional Screening/Assessing:

1. Inmates shall be assessed upon transfer to another facility for their risk of being sexually abused by other inmates or sexually abusive toward other inmates. This screening shall ordinarily take place with 72 hours of arrival at the facility.



2. Within 30 days of the inmate's arrival at a facility, the facility will reassess the inmate's risk of victimization or abusiveness based upon any additional relevant information received by the facility since the intake screening.
 3. If an inmate has not yet received an assessment utilizing the latest PREA screening application, he/she will receive one at his/her next reclassification.
 4. Inmates will be rescreened using the PREA Screening System Application located on the TDOC intranet upon triggering events or referrals that occur based upon observation from staff, upon each occurrence of a guilty finding for a disciplinary of a sexual nature, or upon each confirmed finding of victimization.
 5. An inmate's risk level shall be reassessed when warranted due to a referral, request, incident of sexual abuse, or receipt of additional information that bears on the inmate's risk of sexual victimization or abusiveness. If mental health intervention is indicated, a referral shall be made in accordance with Policy #113.82.
 6. Once an inmate is identified as a Sexual Aggressor or Sexual Victim at any time during his/her incarceration, the inmate shall be evaluated for appropriate housing and programs.
- E. Sexual Contact/Harassment between Inmates and Employees (Residents/Employees) and Inmates and Inmates (Residents/Residents):
1. Acts of sexual abuse against inmates/residents, retaliation against inmates/residents who refuse to submit to sexual activity, or intimidation of a witness is prohibited.
 2. Retaliation against individuals because of their involvement in the reporting or investigation of sexual assault or sexual contact/harassment is prohibited.
 3. All incidents of sexual abuse or related intimidation/retaliation will result in corrective and/or disciplinary action, up to and including termination. Failure of employees to report incidents of sexual assault or sexual contact/harassment will result in corrective and/or disciplinary action.
 4. Notification of all cases (regardless of confirmation) involving sexual abuse will be made immediately to the Office of Investigations and Compliance (OIC). When appropriate, the OIC Section will refer such cases to the District Attorney for criminal prosecution. Investigations shall be conducted in accordance with Policy #502.06.2.
- F. Use of Screening Information:
1. Information from the risk screening shall be utilized to provide housing, work, education, and program assignments with the goal of keeping separate those inmates at high risk of being sexually victimized from those at high risk of being sexually abusive.
 2. Information from the risk screening shall be restricted to those employees whose duties require such access. Each facility Associate Warden of Treatment/Assistant Warden at privately managed facilities shall designate by position the staff eligible to have access to risk screening information.



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G. The Director of Community Supervision shall ensure that residents are screened within 72 hours of arrival at a TDOC contracted community residential or confinement center and that a documentation process regarding PREA education and notification to residents is in effect.

VII. ACA STANDARDS: 4-4084-1, 4-4281 through 4-4281-8, 4-4371, and 4-4406.

VIII. EXPIRATION DATE:



**TENNESSEE DEPARTMENT OF CORRECTION
FEMALE SEXUAL AGGRESSOR/SEXUAL VICTIM CLASSIFICATION SCREENING**

RESIDENT NAME (Please Print)

NUMBER

STAFF MEMBER(S) (Please Print)

DATE

SEXUAL VICTIM FACTORS

		YES	NO
1.	Prior history of violent offenses	<input type="checkbox"/>	<input type="checkbox"/>
2.	Former victim of Institution (Prison or Jail) rape or sexual assault	<input type="checkbox"/>	<input type="checkbox"/>
3.	Youth age (25 or younger) or Elderly (60 or older)	<input type="checkbox"/>	<input type="checkbox"/>
4.	Small in physical stature (Less than 110 lbs.)	<input type="checkbox"/>	<input type="checkbox"/>
5.	Developmental disability/Mental illness/Medical issues which may contribute to victimization	<input type="checkbox"/>	<input type="checkbox"/>
6.	First incarceration ever (Prison or Jail)	<input type="checkbox"/>	<input type="checkbox"/>
7.	Inmate is or is perceived to be lesbian, bisexual, transgender, intersex or gender non-conforming	<input type="checkbox"/>	<input type="checkbox"/>
8.	History of prior sexual victimization	<input type="checkbox"/>	<input type="checkbox"/>
9.	History of facility consensual sex	<input type="checkbox"/>	<input type="checkbox"/>
10.	Prior history of protective custody (Adult or Juvenile)	<input type="checkbox"/>	<input type="checkbox"/>
11.	Conviction for sex offenses against an adult or child	<input type="checkbox"/>	<input type="checkbox"/>

Is the offender found to be a:

- VICTIM** - If question #2 is answered yes, the offender is classified as a **victim** regardless of the other questions.
- POTENTIAL VICTIM** - If 3 or more of questions #2 – 10 are checked, the offender is classified as a **potential victim**.
- N/A** - If 2 or less of questions # 2-10 are checked, the classification designations are Not Applicable (**N/A**).

Do you recommend another victim finding level? YES NO

If yes, which level is recommended? Potential Victim N/A Monitoring YES NO

Explanation: _____



FEMALE SEXUAL AGGRESSOR/SEXUAL VICTIM CLASSIFICATION SCREENING
continued

RESIDENT NAME (Please Print)

NUMBER

STAFF MEMBER(S) (Please Print)

DATE

SEXUAL AGGRESSOR FACTORS

		YES	NO
1.	Any history of institutional (<i>prison or jail</i>) sexual aggressor behavior	<input type="checkbox"/>	<input type="checkbox"/>
2.	Current or prior rape conviction	<input type="checkbox"/>	<input type="checkbox"/>
3.	Any history of sexual abuse/sexual assault toward others	<input type="checkbox"/>	<input type="checkbox"/>
4.	Any history of physical abuse toward others	<input type="checkbox"/>	<input type="checkbox"/>
5.	Any history of domestic violence toward others	<input type="checkbox"/>	<input type="checkbox"/>
6.	Confirmed gang affiliation	<input type="checkbox"/>	<input type="checkbox"/>

Is the offender found to be a:

SEXUAL AGGRESSOR - If question #1 is yes, the offender is classified as a **sexual aggressor** regardless of the other questions.

Any resident classified as SEXUAL AGGRESSOR is to be monitored quarterly for a minimum of one calendar year and is to be re-evaluated for monitoring purposes at annual re-class.

POTENTIAL SEXUAL AGGRESSOR - If 2 or more of questions #2 – 6 are checked, the offender is classified as a **potential sexual aggressor**.

N/A - If 1 or less of questions # 2 6 are checked, the classification designations are Not Applicable (**N/A**).

Do you recommend another aggressor finding level? YES NO

If yes, which level is recommended?

Potential Sexual Aggressor N/A Monitoring YES NO

LS/CMI Review (if available) especially sections 1.8 and sections 2 (perpetrator and victim) and section 4 (other client issues).

Explanation: _____



**TENNESSEE DEPARTMENT OF CORRECTION
MALE SEXUAL AGGRESSOR/SEXUAL VICTIM CLASSIFICATION SCREENING**

RESIDENT NAME (Please Print)

NUMBER

STAFF MEMBER(S) (Please Print)

DATE

SEXUAL VICTIM FACTORS

		YES	NO
1.	Prior history of violent offenses	<input type="checkbox"/>	<input type="checkbox"/>
2.	Former victim of Institution (Prison or Jail) rape or sexual assault	<input type="checkbox"/>	<input type="checkbox"/>
3.	Youth age (25 or younger) or Elderly (60 or older)	<input type="checkbox"/>	<input type="checkbox"/>
4.	Small in physical stature (Less than 110 lbs.)	<input type="checkbox"/>	<input type="checkbox"/>
5.	Developmental disability/Mental illness/Medical issues which may contribute to victimization	<input type="checkbox"/>	<input type="checkbox"/>
6.	First incarceration ever (Prison or Jail)	<input type="checkbox"/>	<input type="checkbox"/>
7.	Inmate is or is perceived to be gay, bisexual, transgender, intersex or gender non-conforming	<input type="checkbox"/>	<input type="checkbox"/>
8.	History of prior sexual victimization	<input type="checkbox"/>	<input type="checkbox"/>
9.	History of facility consensual sex	<input type="checkbox"/>	<input type="checkbox"/>
10.	Prior history of protective custody (Adult or Juvenile)	<input type="checkbox"/>	<input type="checkbox"/>
11.	Conviction for sex offenses against an adult or child	<input type="checkbox"/>	<input type="checkbox"/>

Is the offender found to be a:

- VICTIM** - If question #2 is answered yes, the offender is classified as a **victim** regardless of the other questions.
- POTENTIAL VICTIM** - If 3 or more of questions #2 – 10 are checked, the offender is classified as a **potential victim**.
- N/A** - If 2 or less of questions # 2-10 are checked, the classification designations are Not Applicable (**N/A**).

Do you recommend another victim finding level? YES NO

If yes, which level is recommended? Potential Victim N/A Monitoring YES NO

Explanation: _____



MALE SEXUAL AGGRESSOR/SEXUAL VICTIM CLASSIFICATION SCREENING
continued

RESIDENT NAME *(Please Print)*

NUMBER

STAFF MEMBER(S) *(Please Print)*

DATE

SEXUAL AGGRESSOR FACTORS

		YES	NO
1.	Any history of institutional (<i>prison or jail</i>) sexual aggressor behavior	<input type="checkbox"/>	<input type="checkbox"/>
2.	Current or prior rape conviction	<input type="checkbox"/>	<input type="checkbox"/>
3.	Any history of sexual abuse/sexual assault toward others	<input type="checkbox"/>	<input type="checkbox"/>
4.	Any history of physical abuse toward others	<input type="checkbox"/>	<input type="checkbox"/>
5.	Any history of domestic violence toward others	<input type="checkbox"/>	<input type="checkbox"/>
6.	Confirmed gang affiliation	<input type="checkbox"/>	<input type="checkbox"/>

Is the offender found to be a:

SEXUAL AGGRESSOR - If question #1 is yes, the offender is classified as a **sexual aggressor** regardless of the other questions.

Any resident classified as SEXUAL AGGRESSOR is to be monitored quarterly for a minimum of one calendar year and is to be re-evaluated for monitoring purposes at annual re-class.

POTENTIAL SEXUAL AGGRESSOR - If 2 or more of questions #2 – 6 are checked, the offender is classified as a **potential sexual aggressor**.

N/A - If 1 or less of questions # 2 6 are checked, the classification designations are Not Applicable (**N/A**).

Do you recommend another aggressor finding level? YES NO

If yes, which level is recommended?

Potential Sexual Aggressor N/A Monitoring YES NO

LS/CMI Review (if available) especially sections 1.8 and sections 2 (perpetrator and victim) and section 4 (other client issues).

Explanation: _____



TENNESSEE DEPARTMENT OF CORRECTION

Employee PREA Training Acknowledgement Form

Employee Name: _____ Employee Number: _____

Date: _____ Instructor's Name: _____

The PREA training includes:

- Tennessee Department of Correction ZERO TOLERANCE policy on sexual harassment and sexual assault
- Definition of Sexual Harassment and Sexual Assault
- Employee Confidential Reporting Procedures
- Inmate Confidential Reporting Procedures
- Tennessee Department of Correction commitment to investigate every allegation of sexual assault
- How to detect and respond to signs of threatened and actual sexual abuse
- Ways to preserve potential evidence in sexual assault cases
- Employee and Inmate right to be free from retaliation from reporting sexual assault
- Tennessee Department of Correction policy on not using inmate interpreters for PREA investigation
- How to avoid inappropriate relationships with inmates
- How to communicate effectively with lesbian, gay, bisexual, intersex or gender nonconforming inmates
- Tennessee Department of Correction policy on cross gender pat downs
- The role of a PREA First Responder
- Treatment and Counseling services available for victims of sexual assault
- Opposite Gender must announce when entering a Pod
- Internal Affairs Investigative Unit involvement with investigating PREA
- Consequences of Reporting in Bad Faith

I acknowledge that I have received training on the Prison Rape Elimination Act (PREA) and I understand the training.

Employee Signature: _____

****Original to be placed in the employee's Training File.***



ADMINISTRATIVE POLICIES
AND PROCEDURES
State of Tennessee
Department of Correction

Index #: 502.06.2	Page 1 of 11
Effective Date: May 15, 2015	
Distribution: B	
Supersedes: 502.06.2 (5/1/13) PCN 14-8 (4/1/14)	

Approved by: Derrick D. Schofield

Subject: PRISON RAPE ELIMINATION ACT (PREA) ALLEGATIONS, INVESTIGATIONS, AND SEXUAL ABUSE RESPONSE TEAMS (SART)

- I. AUTHORITY: TCA 4-3-603, TCA 4-3-604, TCA 4-3-606, TCA 4-3-609, TCA 10-7-504, Title 28 CFR Part 115, and the Prison Rape Elimination Act of 2003.
- II. PURPOSE: To establish standardized procedures to request, approve, and govern the actions; reporting procedures; and authority of the Tennessee Department of Correction (TDOC) regarding Prison Rape Elimination Act (PREA) investigations and the role of Sexual Abuse Response Teams (SARTs).
- III. APPLICATION: All TDOC employees, inmates, Tennessee Rehabilitative Initiative in Correction (TRICOR) employees, and employees of privately managed institutions.
- IV. DEFINITIONS:
 - A. Facility/Site PREA Coordinator (FPC): Associate Wardens of Treatment of TDOC institutions and Associate Wardens of privately managed institutions who coordinate local PREA programming activities and reporting requirements and oversee the functions of the PREA Compliance Manager. The Director of Community Correction shall serve as the FPC for community confinement centers (residential transitional centers, halfway houses, etc. who are under contract with the TDOC)
 - B. First Responder: Any employee who has initially received information regarding a sexual abuse allegation.
 - C. Investigations Unit (IU) Special Agents: Agents specifically trained to perform criminal investigations and respond to information provided by SART members which may warrant additional investigation pursuant to potential criminal activity.
 - D. PREA Allegation System (PAS): Computer application located on the TDOC intranet that is used to enter all inmate-on-inmate and staff-on-inmate allegations of sexual assault and sexual harassment.
 - E. PREA Victim Advocate: Any employee designated by the Facility PREA Coordinator in concert with a qualified mental health professional who has been specially trained to support an alleged victim during the investigation of an alleged sexual assault.
 - F. Sexual Abuse Nurse Examiner (SANE): Specially trained personnel in the discipline of sexual response.
 - G. Sexual Abuse Response Team (SART): A coordinated response team comprised of medical and mental health practitioners, facility investigators, and facility security leadership.
- V. POLICY: It is the policy of the TDOC to investigate all PREA sexual abuse and sexual harassment allegations in a timely, efficient, and confidential manner in accordance with federal guidelines (Title 28 CFR Part 115).



VI. PROCEDURES:

A. PREA Allegations:

1. All staff are required to report immediately to their supervisor any knowledge, suspicion, or information regarding an incident of sexual abuse or sexual harassment that occurred in a facility, whether or not it is part of TDOC, retaliation against inmates or staff who reported such an incident; and any staff neglect or violation of responsibilities that may have contributed to an incident or retaliation.
2. Staff shall not reveal any information related to a sexual abuse report to anyone other than to the extent necessary to make treatment, investigation, and other security and management decisions.
3. Unless otherwise precluded by Federal, State, or local law, medical and mental health practitioners shall be required to report sexual abuse as outlined in VI.(A)(1) above and to inform inmates of the practitioner's duty to report, and the limitations of confidentiality, at the initiation of services.
4. Facility staff shall report all allegations of sexual abuse and sexual harassment, including third-party and anonymous reports, to the facility's designated investigator(s).

B. PREA Investigations:

1. The Department shall provide multiple internal ways for inmates to privately report sexual abuse and sexual harassment, retaliation by other inmates or staff for reporting sexual abuse and sexual harassment, and staff neglect or violation of responsibilities that may have contributed to an incident of sexual abuse. These include but are not limited to:
 - a. Reporting directly to staff
 - b. Facility PREA Tip Line (*9222#)
 - c. Third-party reporting
 - d. Written communication
2. The Department shall provide at least one way for inmates to report abuse or harassment to an outside governmental entity that is not affiliated with the agency or that is operationally independent from agency leadership. Contact information is made available through the *Inmate Handbook*.
3. Staff shall accept reports made verbally, in writing, anonymously, and from third parties. All allegations shall be documented within 24 hours of receiving the allegation in the PREA Allegation System (PAS). Approval for selected staff to have security access for this system shall be requested by the Associate Warden of Treatment to the state PREA Coordinator.



4. No information related to a PREA incident of sexual abuse or harassment shall be entered in TOMIS contact notes. PREA Allegation System incident numbers shall be used for communication purposes.
 5. Staff may privately report sexual abuse and sexual harassment of inmates to the Central Office PREA Tip Line (615-253-8178).
 6. If facility staff receives information that an inmate is subject to a substantial risk of imminent sexual abuse, staff shall take immediate action to protect the inmate.
- C. Responsibilities of First Responders:
1. If the first staff responder is not a security staff member, he/she is required to instruct the alleged victim not to take any actions that could destroy physical evidence and then immediately notify the shift commander (area Director at DCCO/field services offices).
 2. The alleged abuser shall be instructed not to wash their hands, shower, brush teeth, change clothes, urinate, defecate, drink, or eat.
 3. If the alleged sexual abuse occurred within a 72-hour time period of reporting, the security shift supervisor who is notified of the allegation shall initiate the Sexual Abuse Incident Check Sheet, CR-3776.
 4. Security shall separate the alleged victim and abuser.
 5. Security shall preserve and protect any crime scene until appropriate steps can be taken to collect any evidence.
 6. Security staff shall notify SART
- D. SART Response: The facility shall coordinate actions taken in response to an incident of alleged sexual abuse or harassment among staff first responder(s) and SART, which includes medical and mental health practitioners, institutional investigator(s), and facility leadership.
1. Medical and mental health protocols related to allegations shall be followed and documented relative to community standards of care. In the event of a sexual abuse allegation, SART members shall determine if SANE response is indicated at outside medical facilities with SANE personnel. Alleged victim shall be transferred only to medical facilities trained and equipped with SANE personnel whenever possible. PREA Victim Advocate(s) shall be available to the alleged victim when requested.
 2. Any use of segregated housing to protect an inmate who is alleged to have suffered sexual abuse shall be subject to the following requirements and coordinated by the unit management team.
 - a. Inmates at high risk for sexual victimization may be placed in involuntary segregated housing only after an assessment of all available alternatives has been made, and then only until an alternative means of separation from likely alleged abuser(s) can be arranged. Protective Services Investigative Routing, CR-3241, shall clearly indicate the basis of concern for the inmate's safety and the reason why no alternative means of separation can be arranged.



- b. Inmates placed in segregated housing for this purpose shall have access to programs, education, and work opportunities to the extent possible. If inmate access is restricted to programs, privileges, education, or work opportunities, the assigned counselor shall document what opportunities have been limited, the duration of the limitation, and the reasons for such limitations. This shall be documented on LCDG-Contact Notes.
 - c. Such an assignment to involuntary segregation housing shall be only until an alternative means of separation from likely abusers can be arranged. Such an assignment shall not ordinarily exceed a period of 30 days.
 - d. If an extension is necessary, the SART member(s) shall clearly document in the PREA Allegation System application:
 - (1) The basis for concern for the inmate's safety
 - (2) The reason why no alternative means of separation can be arranged
 - (3) The need for emotional support services for inmates or staff who fear retaliation for reporting sexual abuse or sexual harassment or for cooperation with investigations
 - e. Every 30 days, the facility staff shall afford each such inmate a review to determine whether there is a continuing need for separation from the general population.
- E. SART Investigations: These investigations shall be conducted within 72 hours of receiving the allegation. SART team members who have received special training in sexual abuse investigations shall investigate all allegations of sexual abuse and sexual harassment promptly, thoroughly, and objectively, including third-party and anonymous reports. Investigations Unit Special Agents shall be contacted immediately when circumstances warrant further actions pursuant to criminal findings.
1. IU Special Agents shall gather and preserve direct and circumstantial evidence, including any available physical and DNA evidence and any available electronic monitoring data; shall interview alleged victims, suspected perpetrators, and witnesses; and shall review prior complaints and reports of sexual abuse involving the suspected perpetrator.
 2. When the quality of evidence appears to support criminal prosecution, the Department shall conduct compelled interviews only after consulting with prosecutors as to whether compelled interviews may be an obstacle for subsequent criminal prosecution.
 3. The credibility of a victim, suspect, or witness shall be assessed on an individual basis and shall not be determined by the person's status as inmate or staff.



4. Inmates who allege sexual abuse shall not be required to submit to a polygraph examination or other truth-telling devices as a condition for proceeding with the investigation of such an allegation.
5. For allegations referred to the TDOC Investigative Unit, the Warden shall convene a PREA review within 48 to 72 hours after the incident. The reviewers shall consist of Warden, Associate Warden of Treatment, facility investigator, IU investigator, and the State PREA Coordinator. Sexual Abuse Incident Check Sheet, CR-3776, shall be documented.

F. Sexual Abuse Incident Review:

1. The facility shall conduct a sexual abuse incident review at the conclusion of every sexual abuse investigation, including where the allegation has not been substantiated, unless the allegation has been determined to be unfounded. Such review shall ordinarily occur within 30 days of the conclusion of the investigation. The review team shall include the Warden/designee, the Associate Warden of Treatment/Assistant Warden at privately managed facilities, facility and IU investigators, line supervisor(s), and medical/mental health professionals.
2. The review team shall:
 - a. Consider whether the allegation or investigation indicates a need to change policy or practice to better prevent, detect, or respond to sexual abuse;
 - b. Consider whether the incident or allegation was motivated by race; ethnicity, gender identity; lesbian, gay, bisexual, transgender, or intersex identification, status, or perceived status; or gang affiliation; or was motivated or otherwise caused by other group dynamics at the facility;
 - c. Examine the area in the facility where the incident allegedly occurred to assess whether physical barriers in the area may enable abuse;
 - d. Assess the adequacy of staffing levels in that area during different shifts;
 - e. Assess whether monitoring technology should be deployed or augmented to supplement supervision by staff ; and
 - f. Prepare a report of its findings, including but not necessarily limited to determinations made by this section and any recommendations for improvement and submit such report to the Warden and State PREA Coordinator.
3. The facility shall implement the recommendation for improvement, or shall document the reason for not doing so.

G. Monitoring for Retaliation:



1. Inmates and staff who report sexual abuse or sexual harassment or cooperate with sexual abuse or sexual harassment investigations shall be protected from retaliation from other inmates or staff. The Associate Warden of Security/Assistant Warden at privately managed facilities shall monitor staff for protection from retaliation and the facility Victim Advocate shall monitor inmate(s) for protection from retaliation. PREA Retaliation Review, CR-3963, shall be utilized to document compliance.
 2. For at least 90 days following a report of sexual abuse, the Department shall monitor the conduct and treatment of inmates or staff who reported the sexual abuse and of inmates who were reported to have suffered sexual abuse for any changes that may suggest possible retaliation by inmates or staff and shall act promptly to remedy any such retaliation. Monitoring shall continue beyond 90 days if the initial monitoring indicates a continuing need. Items to be monitored include but not limited to, the following:
 - a. Inmate disciplinary reports
 - b. Inmate housing or programming changes
 - c. Negative performance reviews or reassignments of staff
 3. The facility shall employ multiple protection measure, such as housing changes or transfers for inmate victims or abusers, removal of alleged staff or inmate abusers from contact with victims, and emotional support services for inmates or staff who fear retaliation for reporting sexual abuse or sexual harassment or for cooperating with investigations.
 4. If any other individual who cooperates with an investigation expresses a fear of retaliation, the Department shall take appropriate measure to protect that individual against retaliation. The Department's obligation to monitor shall terminate if the agency determines that the allegation is unfounded.
- H. Administrative Investigations: These investigations shall include an effort to determine whether staff actions or failures to act facilitated the abuse and shall be documented in written reports that include a description of the physical and testimonial evidence, the reasoning behind credibility assessments, and investigative findings.
- I. Criminal Investigations: These investigations shall be documented in a written report that contains a thorough description of physical, testimonial, and documentary evidence and attaches copies of all documentary evidence where feasible.
1. Substantiated allegations of conduct that appear to be criminal shall be referred for prosecution.
 2. Such investigative records shall be retained for as long as the alleged abuser is incarcerated or employed by the Department, plus five years.
 3. The departure of the alleged abuser or victim from the employment or control of the facility or Department shall not provide a basis for terminating an investigation.



Subject: PRISON RAPE ELIMINATION ACT (PREA) ALLEGATIONS, INVESTIGATIONS, AND SEXUAL ABUSE RESPONSE TEAMS (SART)

4. The Department shall impose no standard higher than a preponderance of the evidence in determining whether allegations of sexual abuse are substantiated.

J. Reporting the Status of Allegations to Inmates:

1. Following an investigation into an inmate's allegation that he or she suffered sexual abuse in a facility, the facility staff shall inform the inmate in writing:
 - a. As to whether the allegation has been determined to be substantiated, unsubstantiated, or unfounded.
 - b. Whenever the facility staff learns that the alleged abuser has been indicted on a charge related to sexual abuse within the facility
 - c. When the alleged abuser has been convicted on a charge related to sexual abuse within the facility.
2. Following an inmate's allegation that a staff member has committed sexual abuse, the Department shall subsequently inform the inmate (unless the allegation has been determined to be unfounded) in writing whenever:
 - a. The staff member is no longer posted within the inmate's unit
 - b. The staff member is no longer employed at the facility
 - c. The staff member has been indicted on a charge related to sexual abuse within the facility
 - d. The staff member has been convicted on a charge related to sexual abuse within the facility
3. All notifications shall be done in writing and the inmate will acknowledge by signature that the inmate has received such notification. The notification shall become part of the allegation file. If the inmate refuses to sign the acknowledgement, two staff members shall sign and date that the inmate has refused to acknowledge notification.

- K. Disciplinary Sanctions for Staff: Staff shall be subject to disciplinary sanctions up to and including termination for violating agency sexual abuse or sexual harassment policies. Termination shall be the presumptive disciplinary sanction for staff who have engaged in sexual touching only after conclusion of investigation. Sanctions shall be commensurate with the nature and circumstances of the acts committed, the staff member's disciplinary history, and the sanctions imposed for comparable offenses by other staff with similar histories. All terminations for violations of the Department's sexual abuse or sexual harassment policies, or resignations by staff who would have been terminated if not for their resignation, shall be reported to law enforcement agencies (unless the activity was clearly not criminal) and to any relevant licensing bodies.



L. Disciplinary Sanctions for Inmates:

1. Inmates shall be subject to disciplinary sanctions pursuant to a formal disciplinary process following an administrative finding that the inmate engaged in inmate-on-inmate sexual abuse or following a criminal finding of guilt for inmate-on-inmate sexual abuse.
2. Sanctions shall be commensurate with the nature and circumstances of the abuse committed, the inmate's disciplinary history, and the sanctions imposed for comparable offenses by other inmates with similar histories.
3. The disciplinary process shall consider whether an inmate's mental disabilities or mental illness contributed to his or her behavior when determining what type of sanction, if any, should be imposed.
4. If the facility offers therapy, counseling, or other interventions designed to address and correct underlying reasons or motivations for the abuse, the facility shall consider whether to require the offending inmate to participate in such interventions as a condition of access to programming or other benefits.
5. An inmate may be disciplined for sexual contact with staff only upon a finding that the staff member did not consent to such contact.
6. For the purpose of disciplinary action, a report of sexual abuse made in good faith based upon a reasonable belief that the alleged conduct occurred shall not constitute falsely reporting an incident or lying, even if an investigation does not establish evidence sufficient to substantiate the allegation.
7. Any prohibition on inmate-on-inmate sexual activity shall not consider consensual sexual activity to constitute sexual abuse.

M. Sanctions for Contractors and Volunteers:

1. Any contractor or volunteer who engages in sexual abuse is prohibited from contact with inmate and shall be reported to law enforcement agencies, unless the activity was clearly not criminal, and to relevant licensing bodies.
2. Any contractor or volunteer who has engaged in sexual abuse/sexual harassment of an inmate shall be prohibited from further contact with any inmate.

N. Upon request, all employees shall fully cooperate with IU Special Agents conducting an authorized investigation, including but not limited to participating in interviews and providing truthful testimony. Failure to do so will constitute insubordination and shall result in disciplinary action, up to and including termination. Administrative Warning, CR-3640, shall be utilized by agents to document this action.

O. IU operation shall be governed by this policy and IU operational protocols approved by the Commissioner.

P. Allegations Occurring in Other Correctional Settings



Subject: PRISON RAPE ELIMINATION ACT (PREA) ALLEGATIONS, INVESTIGATIONS, AND SEXUAL ABUSE RESPONSE TEAMS (SART)

1. Upon receiving an allegation that an inmate was sexually abused while confined at another facility, the Warden of the facility that received the allegation shall notify the head of the facility where the alleged abuse occurred.
 2. Such notification shall be provided as soon as possible, but no later than 72 hours after receiving the allegation. The facility shall document that it has provided such notification.
 3. The Warden that receives such notification shall ensure that the allegation is investigated in accordance with TDOC policy.
- Q. Each institution shall develop a written policy and procedure to coordinate actions take in response to an incident of sexual abuse and to ensure compliance with the mandates of this policy.

VII. ACA STANDARDS: 4-4281-1; 4-4281-3; 4-4281-5; 4-4406.

VIII. EXPIRATION DATE: May 15, 2018.



**TENNESSEE DEPARTMENT OF CORRECTION
SEXUAL ABUSE INCIDENT CHECK SHEET
PRISON RAPE ELIMINATION ACT (PREA) OF 2003**

INSTITUTION

Alleged Victim (Name/Number): _____

Alleged Aggressor (Name/Number - if Inmate) _____

INITIAL REPORT OR ALLEGATION OF SEXUAL ABUSE

DATE	TIME	NOTIFICATIONS	DATE	TIME	REQUIRED ACTIVITIES
		Notifies Shift Supervisor			First responder ensures safety of inmate from alleged aggressor
		Shift Supervisor notifies the Associate Warden of Treatment and SART			Security escorts inmate to Health Services immediately.
		Associate Warden of Treatment or facility investigator notifies IU			Inmate is not allowed to shower, remove clothing (without medical supervision), use the restroom, or consume any liquids (in order to preserve evidence.
		Health Services notifies the SART medical representative and mental health/ victim services coordinator.			Health Services stabilizes/ assesses victim.
		The Associate Warden of Treatment/designee notifies the hospital of need for Sexual Abuse Nurse Examiner (SANE) service where available.			If the alleged perpetrator is an inmate, security staff ensures they are placed in a single cell. The inmate is not allowed to wash, shower, or change clothes.
					If report is within 72 hours of physical abuse/ penetration, shift supervisor and/or investigator preserves the crime scene by sealing access.
					Shift Supervisor or investigator obtains a brief statement from the alleged victim, while in the Health Services Department.
					If report is within 72 hours of physical abuse / penetration, shift supervisor and medical staff ensure victim is transported to outside medical provider for evidence collection/ treatment.
					The Associate Warden of Treatment/designee assures documentation is completed within 24 hours of the initial allegation of sexual abuse on the PREA Allegation Screen (PAS).

INITIAL PREA REVIEW (48 TO 72 HOURS AFTER REPORT)

		For allegations referred to IU Special Agent, Warden/ designee convenes a preliminary review of the response to the incident involving the Warden, Associate Warden of Treatment, facility investigator, and the State PREA Coordinator
		If the alleged incident involves a staff aggressor, confirm the employee has been separated from inmate contact, and / or placed on administrative leave pending investigation.

SART Coordinator Signature: _____



TENNESSEE DEPARTMENT OF CORRECTION
PROTECTIVE SERVICES INVESTIGATION ROUTING

CONFIDENTIAL

TO: _____ AWO/Shift Commander/Chief of Security
FROM: _____, Reporting Staff Member
RE: INMATE _____ TDOC # _____
INSTITUTION: _____ DATE: _____

The following information has been provided by _____ and such indicates that the above inmate may require protective services: _____

TO: _____ Staff Assigned to Perform Inquiry
FROM: _____, Reporting Staff Member AWO/Shift Commander/Assistant Warden

Please complete your formal inquiry and submit on or before _____,

The following action has been taken pending inquiry:

- () Inmate is restricted to cell and/or unit.
- () Inmate's housing assignment is changes from _____ to _____.
- () Inmate is separated from general population pending a hearing.

Contract facilities only: Approved Yes () No () _____
Commissioner's Designee Date

TO: _____, Chairperson, Protective Services Panel
FROM: _____, Staff Assigned to Perform Inquiry
DATE: _____

Findings of inquiry are attached for review by the protective services panel.



PREA RETALIATION REVIEW

PREA Case Number:

Type of PREA Incident: Inmate on Inmate
 Staff on Inmate
 Contractor on Inmate
 Volunteer on Inmate

Review Type: 30 Day 60 Day 90 Day

Victim's Name/IDN:

Perpetrator's Name/IDN:

First Responder:

Shift Commander:

Final Disposition: Substantial Unsubstantial
 Unfounded

Final Disposition Date:

Is the victim still in custody? Yes No

If **No**, release date:

If **Yes**, complete the following:

Do the victim and perpetrator have appropriate classification alerts? Yes No

Are the victim and perpetrator listed as incompatible? Yes No

Are the victim and perpetrator housed in separate housing areas? Yes No

Is the victim still receiving assistance from a Victim Advocate? Yes No

Is the victim still receiving assistance from Medical/Mental Health? Yes No

Is the victim still receiving ongoing assistance from Program staff? Yes No

Has the victim's custody level changed since the PREA violation? Yes No

Has the victim received any Disciplinary Reports since the PREA violation? Yes No



PREA RETALIATION REVIEW

Victim Assessment/Interview

Has the inmates housing and/or Programs access been negatively affected?

Yes No

If Yes, how?

Has the victim been subjected to unprofessional comments and/or negative actions by other inmates, staff, volunteers, and/or contractors as a result of the PREA violation?

Yes No

If Yes, how?

Response to comments/actions:

Comments/Disposition:

Reviewing SART Members:



ADMINISTRATIVE POLICIES
AND PROCEDURES
State of Tennessee
Department of Correction

Index 502.06.3

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Effective Date: May 15, 2015

Distribution: B

Supersedes: 502.06.3 (10/1/13)
PCN 14-9 (4/1/14)

Approved by: Derrick D. Schofield

Subject: MEDICAL, MENTAL HEALTH, VICTIM ADVOCACY, AND COMMUNITY SUPPORT SERVICES FOR PREA VICTIMS

- I. AUTHORITY: TCA 4-3-603, TCA 4-3-606, TCA 39-13-501, TCA 39-13-503, TCA 39-16-408, the 2003 Prison Rape Elimination Act, 42 USC 15601 through 15609 (PREA), and Title 28 CFR Part 115.
- II. PURPOSE: To ensure compliance with state and federal laws and the Prison Rape Elimination Act of 2003 as it relates to medical, mental health, victim advocacy, and community support services.
- III. APPLICATION: All TDOC employees, inmates, residents, Wardens, Health and Mental Health Administrators, counseling services staff, health and mental health care staff, the medical and mental health contractors, and privately managed institutions.
- IV. DEFINITIONS:
 - A. Employee: For the purpose of this policy, any full-time or part-time staff member, contractor, employee of a contractor, volunteers, or interns.
 - B. Facility/Site PREA Coordinator (FPC): Associate Wardens of Treatment of TDOC institutions and Associate Wardens of privately managed institutions that coordinate local PREA programming activities and reporting requirements and oversee the functions of the PREA Compliance Manager. The Director of Community Correction shall serve as the FPC for community confinement centers (residential transitional centers, halfway houses, etc. who are under contract with the TDOC)
 - C. Prison Rape Elimination Act (PREA): Federal legislation enacted in 2003 to address the problem of sexual abuse of a person in custody within the United States.
 - D. PREA Victim Advocate: A person made available to the victim from a rape crisis center or, if unavailable, a qualified employee designated by the FPC to support an alleged victim during the investigation of an alleged sexual assault. A qualified agency employee is an individual who has been screened for appropriateness to serve in this role and has received education concerning sexual assault and forensic examination issues.
 - E. Sexual Abuse: Encompasses inmate-on-inmate sexual abuse; inmate-on-inmate sexual harassment; staff-on-inmate sexual abuse; and staff-on-inmate sexual harassment. (These definitions include and are the same for resident-on-resident and staff-on-resident incidents)
 1. Inmate-on-inmate sexual abuse: Encompasses all incidents of inmate-on-inmate sexually abusive contact and inmate-on-inmate sexually abusive penetration.
 2. Inmate-on-inmate sexually abusive contact: Non-penetrative touching (either directly or through the clothing) of the genitalia, anus, groin, breast, inner thigh, or buttocks without penetration by an inmate of another inmate without the latter's consent, or of an inmate who is coerced into sexual contact by threats of violence, or of an inmate who is unable to consent or refuse.



Subject: MEDICAL, MENTAL HEALTH, VICTIM ADVOCACY, AND COMMUNITY SUPPORT SERVICES FOR PREA VICTIMS

3. Inmate-on-inmate sexually abusive penetration: Penetration by an inmate of another inmate without the latter's consent, or of an inmate who is coerced into sexually abusive penetration by threats of violence, or of an inmate who is unable to consent or refuse. The sexual acts included are:
 - a. Contact between the penis and the vagina or the anus;
 - b. Contact between the mouth and the penis, vagina, or anus; or
 - c. Penetration of the anal or genital opening of another person by a hand, finger, or other object.
4. Inmate-on-inmate sexual harassment: Repeated and unwelcome sexual advances, requests for sexual favors, verbal comments, or gestures or actions of a derogatory or offensive sexual nature by one inmate directed towards another inmate.
5. Staff-on-inmate sexual abuse: Encompasses all occurrences of staff-on-inmate sexually abusive contact, staff-on-inmate sexually abusive penetration, staff-on-inmate indecent exposure, and staff-on-inmate voyeurism. Staff solicitations of inmates to engage in sexual contact or penetration constitute attempted staff-on-inmate sexual abuse.
6. Staff-on-inmate sexually abusive contact: Non-penetrative touching (either directly or through the clothing) of the genitalia, anus, groin, breast, inner thigh, or buttocks by a staff member of an inmate with or without the latter's consent that is unrelated to official duties.
7. Staff-on-inmate sexually abusive penetration: Penetration by a staff member of an inmate with or without the latter's consent. The sexual acts included are:
 - a. Contact between the penis and the vagina or the anus;
 - b. Contact between the mouth and the penis, vagina, or anus; or
 - c. Penetration of the anal or genital opening of another person by a hand, finger, or other object.
8. Staff-on-inmate indecent exposure: The display by a staff member of his or her uncovered genitalia, buttocks, or breast in the presence of an inmate.
9. Staff-on-inmate voyeurism: An invasion of an inmate's privacy by an employee for reasons unrelated to official duties or when otherwise not necessary for safety and security reason, such as peering at an inmate who is using a toilet in his or her cell; requiring an inmate to expose his or her buttocks, genitals, or breasts; or taking images of all or part of an inmate's naked body or of an inmate performing bodily functions and distributing or publishing them.
10. Staff-on-inmate sexual harassment: Repeated verbal comments or gestures of a sexual nature to an inmate by a staff member. Such statements include demeaning references to gender, sexually suggestive or derogatory comments about body or clothing, or obscene language or gestures



Subject: MEDICAL, MENTAL HEALTH, VICTIM ADVOCACY, AND COMMUNITY SUPPORT SERVICES FOR PREA VICTIMS

- F. Sexual Abuse Nurse Examiner (SANE): Nurses specially trained in the discipline of sexual response.
- G. Sexual Abuse Response Team (SART): A coordinated response team comprised of medical and mental health practitioners, facility investigators, and facility security leadership.
- H. Victim: Any inmate or resident within TDOC custody, including but not limited to contracted residential or confinement facilities, who has been identified as a victim of prison or facility sexual abuse.
- V. POLICY: It is the policy of the TDOC to provide appropriate medical or mental health, victim advocacy, and community support services in accordance with the Prison Rape Elimination Act of 2003.
- VI. PROCEDURES:
- A. All staff shall accept reports of sexual abuse, harassment or retaliation by other inmates or staff for reporting sexual abuse or sexual harassment in accordance with Policy #502.06.2.
1. All staff shall maintain confidentiality except to the extent necessary to make treatment, investigation and other security management decisions.
 2. Unless otherwise precluded by federal, state, or local law, medical and mental health providers shall be required to report sexual abuse and shall inform inmates of the providers' duty to report, and the limitations of confidentiality, at the initiation of services.
 3. Any information related to sexual victimization or abusiveness that occurred in an institutional setting is strictly limited to medical and mental health practitioners and other staff, as necessary, to inform treatment plans and security and management decisions, including housing, bed, work, education, and programs assignments, or as otherwise required by Federal, State, local law.
 4. Medical and Mental Health providers shall obtain informed consent from inmates before reporting about prior sexual victimization that did not occur in the institutional setting.
 5. Non-SART members of medical and mental health staff will not be involved in the criminal investigations of PREA allegations, except for the preservation of evidence per operational protocol. Investigations will be conducted in accordance with Policy #502.06.2.
- B. Medical and Mental Health support and services shall be provided to victims of sexual abuse or sexual harassment in accordance with Policy #502.06.2 and to the extent allowable and not in direct conflict with the Prison Elimination Act of 2003.
1. Referrals and Monitoring:



Subject: MEDICAL, MENTAL HEALTH, VICTIM ADVOCACY, AND COMMUNITY SUPPORT SERVICES FOR PREA VICTIMS

- a. If the intake screening process indicates that an inmate has experienced prior sexual victimization, or has perpetrated sexual abuse, whether it occurred in an institutional setting or in the community, staff shall ensure that the inmate is offered a referral to a medical and or mental health provider within 14 days of the intake screening.
- b. Within a set time period, not to exceed 30 days from the inmate's arrival at the institution, the institution will reassess the inmate's risk of victimization or abusiveness based upon any additional, relevant information received by the facility since the intake screening.
- c. Those inmates identified as victims during the intake screening process placed in segregated housing involuntarily, shall be re-evaluated within 30 days of arrival at a facility by the mental health staff. If extension is necessary, there shall be documentation of the basis for concern for inmate safety and reason for no alternative means of separation.

2. Medical Response:

- a. Access to Emergency Care:
 - (1) Victims of sexual abuse shall receive timely, unimpeded access to emergency medical treatment and crisis intervention services, the nature and scope of which are determined by medical and mental health providers, according to their professional judgment, in accordance with Policy #113.30.
 - (2) If no qualified medical or mental health providers are on duty at the time a report of recent abuse is made, correctional officers are trained to render first aid as needed. Once the victim is safe and the scene is secure, if medical attention is deemed necessary for stabilization, the security shift supervisor shall notify the medical member of SART or their designee.
 - (3) Medical care should be limited to stabilizing the victim for transport.
 - (4) Medical and mental health shall follow operational protocols regarding evidence preservation.
- b. All inmates alleging to be victims of a sexual abuse shall automatically be referred to Mental Health staff utilizing the referral process in accordance with Policy #113.82.
- c. SANE Response:
 - (1) Upon receiving a report of an alleged sexual abuse within the 72 hour time frame, the victim shall be transported by security to an outside medical facility with SANE personnel for a forensic examination, whenever possible, at no cost to the victim.
 - (a) If the victim is medically unstable, transport shall be to the nearest emergency medical facility by Emergency Medical Services.



Subject: MEDICAL, MENTAL HEALTH, VICTIM ADVOCACY, AND COMMUNITY SUPPORT SERVICES FOR PREA VICTIMS

- (1) The name and contact information of the facility's Inmate PREA Victim Advocate shall be posted to each housing unit bulletin board. The facility's Inmate PREA Victim Advocate shall ensure that inmates are provided access to outside victim advocates for emotional support services related to sexual abuse by giving inmates mailing address and telephone numbers, including toll-free hotline numbers, where available, of local, state, or national victim advocacy or rape crisis organizations and, for persons detained solely for civil immigration purposes, immigrant services agencies. The facility shall enable reasonable communication between inmates and these organizations and agencies, in as confidential a manner as possible.
- (2) The FPC shall ensure that inmates are informed, prior to giving them access, of the extent to which such communications will be monitored and the extent to which reports of abuse will be forwarded to authorities in accordance with mandatory reporting laws.
- (3) The TDOC shall attain memoranda of understanding (MOU) or other agreements with community services providers that are able to provide inmates with confidential emotional support services related to sexual abuse. MOUs are to be approved by the Director of Contracts Administration and TDOC General Counsel. The Assistant Commissioner of Rehabilitative Services/designee shall maintain copies of agreements or documentation showing attempts to enter into such agreements.

C. Employee Training:

1. All Medical and Mental Health care and Counseling Services employees, (TDOC, contracted, privately managed, and agency), full and part-time, shall receive specialized training in:
 - a. How to detect and assess signs of sexual abuse and sexual harassment
 - b. How to preserve physical evidence of sexual abuse
 - c. How to respond effectively and professionally to victims of sexual abuse and sexual harassment
 - d. How and to whom to report allegations or suspicions of sexual abuse and sexual harassment
2. Documentation of specialized training for medical and mental health employees shall be the responsibility of the Health Service Administrator and Mental Health Administrator at each facility.
3. Documentation of specialized training for counseling services employees shall be the responsibility of the Associate Warden of Treatment and/or Associate Warden at each facility.

VII. ACA STANDARDS: 4-4281 through 4-4281-8, 4-4348, 4-4351, 4-4353, 4-4354, 4-4371, and 4-4406.

VIII. EXPIRATION DATE: May 15, 2018.



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Effective Date: October 1, 2013	
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Approved by: Derrick D. Schofield

Subject: INMATE PAY

- I. AUTHORITY: TCA 4-3-603, TCA 4-3-606, and Grubbs v. Bradley, 552 F. Supp. 052 (M.D. Tenn. 1982).
- II. PURPOSE: To establish guidelines for a standardized pay plan for all inmates assigned to paid programs.
- III. APPLICATION: To all Tennessee Department of Correction (TDOC) employees and inmates, including privately managed facilities and employees of Tennessee Rehabilitative Initiative in Corrections (TRICOR). Inmates who are assigned to and actively participating in the SAIU (Special Alternative Incarceration Unit) program are excluded.
- IV. DEFINITIONS:
 - A. Inmate Program Manager (IPM): Central office staff person who oversees the departmental day-to-day operation of inmate jobs and coordinates with other Central Office staff who oversee academic and vocational classes and treatment programs.
 - B. Inmate Worker(s): Inmates who have an assigned activity with duties to perform in return for earning program sentence credits and/or monetary compensation and with TRICOR's Business and Offender Programs Staff. (See Policy #505.07)
 - C. Master List: Authorized inmate programming titles, skill levels, and base pay rates of all positions available in the TDOC. This list can be accessed through TOMIS conversations LJEK, Job Set Up, and LJEV, Class Set Up.
 - D. Programs: This includes jobs, classes, and treatment programs.
 - E. Inmate Job Coordinator (IJC): Institutional staff person responsible for coordinating sentence credit policy requirements, assigning inmates to programs, supervising job tracking personnel, assisting in the development of job descriptions, training job supervisors in inmate programming policy requirements, and other related duties.
 - F. Inmate Supervisor: Staff person who is responsible for monitoring inmates' participation in their assigned program, entering accurate attendance, and awarding program sentence credits.
- V. POLICY: Inmates may receive compensation for participation in assigned programs according to established departmental pay rates and procedures.
- VI. PROCEDURES:
 - A. Pay Rate Levels: Pay rates will be determined by the skill level of each job as defined by the master job list and the length of successful time spent in that skill level by an inmate worker.



Subject: INMATE PAY

1. Level 0: Inmates without a program assignment. These inmates may be eligible for a hygiene kit. (See Policy #208.01)
2. Level I: Academic and vocational education programs; unskilled jobs involving very little training and/or complexity.
3. Level II: On-the-job training for positions that require some skill; jobs which involve use of equipment of moderate complexity; and semi-skilled jobs which may require testing/qualification for placement.
4. Level III: Work requiring specialized training and/or ability, and work involving complex and valuable equipment. Inmates assigned to Carpentry II class who work in the community may be paid at the Level III rate if recommended by the instructor and approved by the Warden.
5. Level IV: Specific positions designated by the Assistant Commissioner of Rehabilitative Services/designee as highly skilled work essential to the operation of the institution or to be revenue producing.
6. Level V: TRICOR positions.
7. Level VI: Special medical, rehabilitative, therapeutic, or other programs.

B. The following table represents the inmate pay scale:

<u>Skill/Pay Level</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Level 0	Hygiene kit	Hygiene kit	Hygiene kit
Level I	\$0.17/hour	\$0.25/hour	\$0.34/hour
Level II	\$0.25/hour	\$0.34/hour	\$0.42/hour
Level III	\$0.34/hour	\$0.42/hour	\$0.50/hour
Level IV	\$0.42/hour	\$0.50/hour	\$0.59/hour

Base pay rates for each job and treatment code are established by the Inmate Program Manager in TOMIS conversation LJEK, Job Set-up, and for each class on TOMIS conversation LJEV, Class Set-up.

The base pay rate for inmates who cut grass and work in a garden is \$0.34.

2. Level V: TRICOR workers shall be paid according to schedules, wage levels, and pay raise procedures developed by the Chief Executive Officer of TRICOR and approved by the Commissioner of TDOC. These pay rates shall be explained to each inmate by the job supervisor at the time of assignment. Changes in pay rate shall also be explained to workers and posted in the work area.
3. Level VI: Inmates assigned to this level shall be paid at Skill/Pay Level I unless noted differently below:



Subject: INMATE PAY

- a. Some phases of programming may require inmates to work full time and participate in programming other hours. Inmates will only be paid for a maximum of 30 hours per week, unless they are assigned to, and paid for a job that is eligible to be paid 40 hours a week. Inmates will not be paid for more hours than they participate.
- b. Inmates assigned to the security threat group program will be paid at the rate of \$0.17 an hour.
- c. Inmates assigned to a Transitional Center program shall be paid at the rate of \$0.55 an hour, for a maximum of 30 hours a week.
- d. Inmates assigned to the Parole Technical Violator Diversion Program shall be paid at the rate of \$0.34 an hour, for a maximum of 30 hours a week. They may be required to work and/or program for more than 30 hours each week.
- e. Inmates assigned to Mental Health Level IV programs will be paid at the rate of \$0.17 an hour.

C. Attendance

1. A full-time work week shall normally consist of 30 hours. Inmates assigned to TRICOR, other state agencies, outside agencies, and community service crews may work 40 hours a week. Inmates working in food service and maintenance may work 40 hours a week. (See below). Scheduled off days in a week may occasionally increase the total number of hours to be worked in a pay period. Part-time programming is normally scheduled for 15-to-29 hours per week excluding meal times, breaks, and count time (unless the inmate(s) actually participates during count time).
 - a. All inmates in food service and maintenance may be given the opportunity to work up to 40 hours a week; (some inmates/positions will be scheduled to work 30 hours per week and others to work 40 hours per week.)
 - b. It shall be the responsibility of the Warden to decide if the above work areas shall permit inmates to work 30 or 40 hours per week. It is the responsibility of the IJC to inform the IPM of the decision made at the institution.
 - c. The total number of positions for food service and maintenance may be decreased if inmates work 40 hours a week, which may result in a higher unassigned percentage. The IPM shall decide if and/or how many positions shall be inactivated if the total percentage of positions is too high.
2. Inmates being supervised by staff will not be paid for more hours than their supervisor works.
3. Inmates will not be paid for hours their supervisor considers them on call, but they do not work. (This includes inmate advisors, maintenance workers, etc.)



4. Supervisors, including TRICOR staff, shall be responsible for entering the number of hours worked/participated by inmates in TOMIS conversation LJEN, Inmate Attendance. It is the responsibility of the Warden/designee to ensure TDOC inmate supervisors enter attendance hours correctly. The designee must either be the Deputy Warden or an Associate Warden.
 - a. Attendance shall be entered daily; i.e., no later than the end of the next work shift.
 - b. Program hours on LJEN are actual hours worked per day. Excused hours on LJEN are for hours that an inmate did not work, but will be paid. Entries shall be made to reflect tardiness or any other absence from work in which an inmate shall not be paid. See the chart below:

.1 hour = 6 minutes
.2 hour = 12 minutes
.3 hour = 18 minutes
.4 hour = 24 minutes
.5 hour = 30 minutes
.6 hour = 36 minutes
.7 hour = 42 minutes
.8 hour = 48 minutes
.9 hour = 54 minutes
1.0 hour = 60 minutes

Example: Starting time is 8:00 a.m. If an inmate is less than six minutes late, he/she will be paid from 8:00 a.m. If he/she is six minutes late, he/she will be docked 0.1 hour of pay. (Actual hours on LJEN would be 5.9 hours.) If he/she is 7 to 11 minutes late, he/she will be docked 0.2 hour of pay. Time is always rounded up, never back.

NOTE: Entries on LJEN for TRICOR workers, are for the calculation of program sentence credits only. TRICOR Prison Industries Enhancement (PIE) programs may be scheduled for less than six hours a day due to required strenuous physical duties. TRICOR will key six hours of attendance for these workers to indicate a full day of work. Entries on LJEN do not affect the pay for these workers. TRICOR pay is located in LJEQ, CET Pay

- c. Inmate pay (attendance hours) shall not be withheld for poor job performance. Reduction in inmate pay must be addressed through disciplinary procedures. (See Policy #502.01)
- d. Inmate Pay Attendance, BI01MEL, shall be signed by supervisors to verify their accuracy in entering the hours. Any pay adjustments needed shall be written on this INFOPAC report and returned to the IJC within the time frame set by the IJC.
- e. No inmate will maintain a paper copy of attendance hours for the supervisor to use to enter the data into TOMIS.



D. Pay/Rate Changes:

1. Job coordinators and job tracking clerks shall determine an inmate's adjusted pay rate if greater than base pay of the skill level and enter it on LJE, Inmate Pay. If the institution does not have a job tracking clerk, one other staff person may be designated as back-up to make the entries on LJE. TOMIS access to LJE is approved by both MIS and the IPM.
2. Inmates in two different part-time assignments will be tracked in both positions and will be paid at the appropriate rate for each assignment. Inmates may be paid for the equivalent of only one full-time position.
3. Any promotion in skill/pay level shall result in a one step increase in pay unless a one step increase is below the base rate of the new job's skill level. Then the raise will include enough steps so the inmate will be paid the base rate of pay for the new job. Any inmate promoted within 30 days of their next regularly scheduled annual pay increase shall receive both the annual increase and the normal promotion raise. The annual raise will be calculated first and then the promotional raise.
 - a. An increase in pay will result in a new projected pay raise date beginning with the date of the increase in pay.
 - b. An exception to this is an inmate who is assigned to a higher skilled job and is granted a job change to a lower skilled job at his/her own request, and then is reassigned to a higher skilled job within one year. His/her pay rate will remain the same or will revert back to the pay rate of the previous job, whichever is greater. Time accrued toward a pay raise will be started at the time they received the pay rate they are presently being paid.
4. Inmates who receive a non-disciplinary dismissal or demotion and are reassigned to a lower pay/skill level shall not have their pay reduced unless their previous pay rate is greater than Step 3 of the new assignment. In this case, the pay rate will be reduced to Step 3 of the current assignment.
5. Inmates who successfully complete the security threat group program shall have their pay rate for their next assignment determined without consideration given to the program due to that program's rate of pay being \$0.17 per hour. If they exit the program without successfully completing it, the inmate will start at the base pay rate of the next assignment and will lose all time accrued toward a raise.
6. Inmates who do not successfully complete the Transitional Center program will start at the base pay of the next assignment and will lose all time accrued towards a raise.
7. Inmates in non-TRICOR jobs must participate in a job assignment for 12 months (not necessarily consecutive) at one pay step to receive a one-step pay raise. This is commonly referred to as an annual raise, even though it may take more than 12 consecutive months to earn it. There is no pay raise above the top step of any skill/pay level.



Subject: INMATE PAY

8. Justification for all pay rate changes and adjustments will be noted in the comments field on LJEAs. Pay rate/pay adjustment comments must include the pay period involved
9. Inmates working for agencies other than the TDOC, whether by contract or not, shall be paid in accordance with the pay/skill level of the job title they are assigned.

E. Overtime:

1. Inmates who are required to work more than the normal number of hours in any work day shall be excused from working for a corresponding number of hours subsequently during that pay period, if possible.
2. Inmates shall not work overtime without prior approval by the Assistant Commissioner of Rehabilitative Services/designee. Requests for overtime approval must be submitted in writing from the Warden or director. The Warden may approve over time for emergencies such as burst water pipes, broken sewage pipes, and power outages. For TRICOR, inmate overtime shall be approved by the Chief Operating Officer or General Manager.
3. The maximum number of hours of each month is determined by the number of work days multiplied by 6 or 8 hours. Work days in a month routinely vary from 18 to 23 depending on holidays, etc. Work schedules with off days during the week may increase the total number of hours an inmate may work.
4. Warden/designee shall submit an inmate overtime report by the 15th of each month to the Assistant Commissioner of Rehabilitative Services and the Inmate Program Manager for inmates who work over the maximum number of hours during the previous pay period and no pay adjustment was entered to correct the amount to be paid. A copy of the report will be provided to the Commissioner's Designee at privately managed facilities.
 - a. The report shall include the inmate's name and number, work area, supervisor, number of overtime hours worked, justification for the overtime hours, and the amount of monies paid for overtime hours.
 - b. Vacant positions shall not be factored to reduce overtime.
 - c. Inmates paid by TRICOR are excluded.
 - d. If there is no overtime to report for a pay period, a memorandum will be sent to reflect same.

F. Inmate Pay Schedule:

1. The inmate payroll period shall begin on the 26th of the month and extend through the 25th of the following month.
2. A memorandum will jointly be issued by Fiscal Services and the IPM for the following fiscal calendar year that provides dates the BI01MEF Pay Roster runs and the payroll is released each month.



Subject: INMATE PAY

G. Pay Adjustments:

1. TOMIS conversation LJEJA Inmate Pay shall be used to revise an inmate's pay rate and to make pay adjustments.
2. Only the job coordinator or job tracking clerk shall enter pay adjustments on LJEJA. If the institution does not have a job tracking clerk, one other staff member may be designated as a backup.
3. Necessity for pay adjustment shall be included in the comments section including the pay period the adjustment covers.
4. Pay adjustments can be made at the institutions from the date BI01MEF Pay Roster runs each month until the date payroll is released.
5. Pay adjustment requests may be submitted to the Assistant Director of Fiscal Services/designee in writing from the Warden during the period of time between the release of payroll and the date BI01MEF, Pay Roster, runs. Reason(s) for the necessity of requesting the pay adjustment, rate of pay, number of hours worked but not paid, and total amount of adjustment will be included in the memo. A copy will be sent to the Inmate Program Manager.
6. Inmate job coordinators shall send the Warden a list of all supervisors who need to have adjustments entered and the number of inmates under their supervision who need pay adjustments keyed. It is the responsibility of the Warden to ensure staff enter attendance correctly so pay adjustments are not necessary.
7. Job coordinators may enter a negative pay adjustment to correct supervisors' data entry errors. It is not the intent of this policy for inmates to work overtime each month and have a negative pay adjustment entered to reduce their pay. [See Section VI.(G)(3) above.]
8. Each pay period job coordinators shall compare the pay adjustments keyed with either BI01MKK after payroll is released or check the pay amount on TOMIS LTFE. Discrepancies occur when a TOMIS ID number is keyed incorrectly. TOMIS will accept numbers of inmates who are incarcerated in jails. Discrepancies will be resolved.

H. Exceptions:

1. TRICOR Workers: Inmates employed by TRICOR shall not be paid for absences from work except for the following reasons:
 - a. An inmate pending a disciplinary hearing who is prevented from working by TRICOR, or by TDOC at the request of TRICOR, shall be given back pay if subsequently found not guilty of the infraction. TRICOR will key the pay adjustment.
 - b. If the conviction of the disciplinary infraction report is subsequently overturned on appeal. TRICOR will key the pay adjustment. Section VI.(H)(1)(a) may not apply to these workers.



Subject: INMATE PAY

- c. Inmates who are assigned to positions in the Prison Industries Enhancement (PIE) program will be paid in accordance with TRICOR pay policies and procedures and Policy #208.10. Section VI.(H)(1) above applies to these TRICOR workers.

2. Support and Other Workers:

- a. Inmates convicted of refusing to participate by the Disciplinary Board shall not be paid for the day of the incident.
- b. Inmates unable to participate due to sickness or injury who make less than \$6.00 per pay period and have not had a balance of \$6.00 or more in their trust fund account during the pay period will be given a hygiene kit. (The hygiene kit negates the reason for pay. (See Policy # 208.01)
- c. Inmates who participate on holidays shall be paid. Inmates who do not participate on holidays shall not be paid.
- d. Inmates who work or participate during a lockdown shall be paid at their regularly assigned pay rate, even though they may work at a different job during the lockdown. Inmates who do not participate during a lockdown shall not be paid.
- e. Inmates will be paid for time absent from assigned programs for the following reason(s). This time will be entered in TOMIS LJEN in the "excused hours" column or a pay adjustment will be keyed if necessary.
 - (1) Required by the institution to appear as a witness at a disciplinary or grievance hearing
 - (2) Attendance at an inmate council meeting, if a member
 - (3) Attendance at a grievance committee hearing, if a member
 - (4) Segregation pending investigation if released to the population without further action, and still assigned to their position. (See Policy #505.07)
 - (5) Disciplinary hearing, segregation pending disciplinary hearing, or not allowed to attend assigned program pending disciplinary hearing, if subsequently found not guilty or the conviction is overturned.
 - (6) Parole Board hearing, excluding revocation hearings
- f. Inmates will not be paid for absences from assigned jobs/classes/treatment programs. Below are examples of specific type absences.
 - (1) Sick call, if initiated by inmate. Also includes follow-up clinic visits and job-related injuries.
 - (2) Visitation
 - (3) Religious services or observances



Subject: INMATE PAY

- (4) Chaplain/counselor appointments, if initiated by the inmate
- (5) Segregation pending investigation, if resulting in dismissal from program assignment. (See Policy #505.07)
- (6) Disciplinary hearing, segregation pending hearing, or not allowed to attend assigned program pending hearing, if found guilty
- (7) Grievance hearing
- (8) Voluntary programs
- (9) Crews that do not work
- (10) Homework may be substituted for Release for Success and Career Management for Success if the Director or Assistant Director of Education approves. A copy of the approval shall be provided to the institutional IJC and the IPM. Homework must be checked. Hours on LJEN shall be entered in the "Excused" column.
- (11) Inmates on call, such as maintenance workers and inmate advisors.

I. Pay for Segregated Inmates:

1. Punitive Segregation: Inmates shall not be paid for work performed while actually in punitive segregation. Inmates unable to participate due to a disciplinary conviction which is overturned on appeal shall be paid by the institution for those days missed on which the inmate was scheduled to participate. TRICOR workers shall be paid according to Section VI.(H)(1) under these circumstances. The Disciplinary Board Chairperson shall notify the Inmate Jobs Coordinator by sending a copy of the overturned disciplinary no later than five working days of receipt.
2. Protective Custody: Inmates who lose an assignment due to the necessity of placement in protective custody shall be paid as closely as possible to their prior position's pay within the correct skill/pay level for their next assignment, whether that assignment is while still segregated or following release and reassignment. If this results in the same or lower pay, time accrued for step raise purposes in the previous assignment shall be retained; if resulting in a pay increase, time to accrue for a step raise shall begin the day of the new assignment.
3. Administrative Segregation: Inmates who become unassigned due to placement in administrative segregation (AS), and who are not placed in that status following a disciplinary conviction, shall be paid in their next assignment according to the procedures in Section VI.(I)(2) above. Time accrued for step raise purposes shall not be retained.



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- J. Disciplinary Dismissals and Class A Disciplinary Convictions: The pay for an inmate who is convicted of a Class A disciplinary offense, or who becomes unassigned due to a disciplinary job dismissal, or is transferred or placed on administrative segregation following a disciplinary conviction will have his/her pay reduced to step one of the skill level to which they are assigned. Any time accrued toward a pay raise will be lost. If the inmate is unassigned, this will apply when he/she receives his/her next assignment. (Note: Dismissals are “disciplinary” only if the disciplinary board recommends an assignment termination and the recommended is entered in TOMIS LIBL and is approved by the Warden/designee. A conviction with a sentence of verbal warning is excluded. See Policy #502.01)
- K. Non-Disciplinary Dismissals:
1. Time accrued toward a raise date shall be retained by inmates who receive a non-disciplinary dismissal following reassignment, if the new position results in the same or lower pay.
 2. Inmates who change from positions in TRICOR to support or other positions shall be paid according to the skill/pay level of the new assignment at the step appropriate for the amount of time spent in the previous assigned skill/pay level.
 3. When an inmate receives a job change, including demotion, to a lower skill/pay level, the pay will drop back to within the pay range of the new assignment. If the next assignment is a promotion in pay/skill level, the inmate will only receive a one step raise, unless an additional raise is needed to have the pay be Step One of the new skill/pay level or if the promotion is received in the same month as the yearly raise is applicable.
 4. An inmate must be in an assigned pay/skill level a minimum of 90 days to be eligible to retain that level of pay if reassigned to a lower skill level. If the inmate has not been at that level for 90 days, his pay rate will be at the level it would have been had he not been in the higher rate. The pay rate shall be set without consideration to the promotional pay raise. Time accrued toward a pay raise will be counted.
- L. In-House Job Transfers: Inmates who receive job transfers within an institution due to institutional needs may be allowed to retain their prior pay rate for their new assignment if approved, in writing, by the Warden. An example of institutional need would be inmates with a certain charge could no longer work off state grounds and were reassigned.
- M. Inmates have no right to assignment to a position of the same skill/pay level or pay rate following institutional transfer. In cases of non-disciplinary transfers, an inmate assigned to a job of the same or lower skill/pay level shall be paid at a rate as close to his/her previous pay rate as possible within the new skill/pay level and shall retain time accrued toward projected raise date.
- N. Inmates who return to the TDOC following an absence for any of the reasons listed below shall lose all previously earned privileges, seniority, or status concerning register and placement, advancement, and pay. Pay shall be at Step One of their first assignment.
1. Out on bond



Subject: INMATE PAY

2. Parole Violation, except pay for inmates participating in the Parole Technical Violator Diversion Program.
 3. New Conviction
 4. Escape
 5. Interstate Corrections Compact
- O. Inmates who lose their minimum direct or trusty custody level due to a disciplinary conviction shall lose all previously earned privileges, seniority, or status concerning register placement, assignment, advancement, and pay. The pay rate shall be at Step One of their present assignment or first assignment if he/she loses the assignment due to the disciplinary conviction/custody level change.
- P. Any inmate presently working with a position title not reflecting duties actually performed shall remain at his/her present status, but the job title shall be changed to comply with the master job list. Any incumbent shall not have pay reduced, but the pay rate for the position shall be consistent with this policy for any replacement. The title must reflect the associated duties of the job that are performed 51% or greater of the time.
- Q. A history of inmate pay rates is maintained on TOMIS LJEJA Inmate Pay.
- R. Inmates who occasionally leave the institution to fight fires will be given \$1.00 per hour of participation. Trust fund will use obligation (OBI) to enter the amount of money. It will be noted in the comment section utilized for firefighting participation.
- VII. ACA STANDARDS: 4-4461, 4-4462, and 4-663.
- VIII. EXPIRATION DATE: October 1, 2016.



ADMINISTRATIVE POLICIES
AND PROCEDURES
State of Tennessee
Department of Correction

Index #: 504.04

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Effective Date: June 1, 2015

Distribution: B

Supersedes: N/A

Approved by: Derrick D. Schofield

Subject: INMATE PAY

POLICY CHANGE NOTICE 15-7

INSTRUCTIONS:

Please add the following to Section IV:

“G. Specialty Crew: For the purpose of this policy only, a specialty crew is a specific group of up to 15 inmate workers assigned to provide construction skills, etc. to complete a temporary project for TDOC.”

Please add the following paragraph at the end of Section VI.(B):

“f. Inmates assigned to Specialty Crews shall be paid at the rate of \$0.75 per hour. If an inmate receives a non- disciplinary dismissal from the Specialty Crew, the inmate’s pay rate will be at the top level/skill of the inmate’s next assignment.”



**ADMINISTRATIVE POLICIES
AND PROCEDURES**
State of Tennessee
Department of Correction

Index #: 504.05	Page 1 of 6
Effective Date: November 1, 2014	
Distribution: B	
Supersedes: 504.05 (1/15/11) PCN 13-1 (1/1/13)	

Approved by: Derrick D. Schofield

Subject: INMATE CLOTHING

- I. AUTHORITY: TCA 4-3-603, TCA 4-3-606, and TCA 41-21-234.
- II. PURPOSE: To outline departmental standards for state-issued inmate clothing and bedding.
- III. APPLICATION: To the Assistant Commissioner of Prisons, Tennessee Rehabilitative Initiative in Correction (TRICOR), privately managed institutions, institutional employees, and inmates [excluding any offender assigned to and actively participating in a Special Alternative Incarceration Unit (SAIU) program.]
- IV. DEFINITIONS:
 - A. Bedding: Blankets, sheets, pillowcases, mattresses, and pillows.
 - B. Clothing Officer: The employee in charge of issuing clothing and/or supervising laundries. This position may be synonymous with inmate property officer.
 - C. State Issue: Standard clothing and bedding items purchased by the Tennessee Department of Correction (TDOC) and assigned to the personal possession of an inmate while incarcerated in a TDOC facility.
- V. POLICY: Inmates shall be provided clean, climatically suitable, and properly fitting clothing of a particular style which distinguishes them from other persons. The clothing shall be worn as prescribed. Inmates received at diagnostic centers who will be transferred within a short period of time to the SAIU unit will not require a full clothing issue.
- VI. PROCEDURES:
 - A. The TDOC standard issue of clothing for all inmates classified at a diagnostic center shall be as follows:
 - 1. Pants -Four pair (color: dark blue with two inch stenciled white stripe)
 - 2. Shirts -Four (scrub-style, light blue with one inch stenciled TDOC on back)
 - *3. Underwear (white)
 - a. Males - seven pair underwear, seven t-shirts
 - b. Females - seven pair panties, seven brassieres
 - 4. Shoes - one pair of boots or leather work shoes with one pair of shoe strings (Inmates classified as maximum custody will be issued one pair of croc style rubberized shoes instead of boots or leather work shoes)



Subject INMATE CLOTHING

5. Belt - one, no wider than 3 inches, black or brown in color, no buckles larger than 3 inches
- *6. Socks - four pair (white)
7. Winter coat - one lined (dark blue with distinctive marking and "TDOC" lettering on back)
8. Laundry bag (white; size: standard). (Institutions providing central laundry services may issue two bags to allow inmates to separate white from colored clothing.)
9. Maximum custody inmates are to be issued only two white scrub-style tops and bottoms as outerwear. No other type of outerwear is permitted.
- * Underwear and socks (white and/or gray only) may be received through the mail from outside sources (approved vendors). (See Policy #507.02) Inmates who receive personal underwear and socks will not be issued these items by the TDOC.

B. Inmates will be provided the following linen/bedding:

- *1. Towel(s) - two (size: bath)
- *2. Washcloth(s) - two
3. One blanket (one additional at the discretion of the warden)
- *4. Two sheets
- *5. One pillowcase
6. One mattress (fire-retardant)
7. One pillow (fire-retardant).

The items mentioned above will remain at the institution when an inmate transfers, if not personally owned.

- * Personal sheets, pillowcases, washcloths, and towels may be received through the mail from outside sources. All items must be white only. (See Policy #507.02) Inmates who receive personal sheets, pillowcases, and washcloths will not be issued these items by the TDOC.

C. Appropriate special clothing shall be worn by inmates assigned to jobs requiring special apparel:

1. Inmates on a work release program need not wear the inmate uniform while at work.
2. The following protective clothing will be issued as needed in specific work areas:



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- a. Safety shoes with steel toes or safety toe caps. (Safety shoes and/or safety toe caps must be removed before an inmate goes through a metal detector.)
 - b. Overshoes or boots
 - c. Hard hats and/or caps
 - d. Cloth aprons
 - e. Rubber aprons
 - f. Face masks (to be turned in and re-issued as needed)
 - g. Gloves (cloth only)
 - h. Long underwear
 - i. Safety goggles
 - j. Hair/beard nets or other approved head covering.
 - k. Raincoats (clear or color different from those issued for employee use) may be made available for a particular work assignment; however, these should not be an issued item and should be accounted for by the job supervisor. All rain gear will be stenciled with "TDOC" lettering on back.
3. Inmates assigned to work in food services and dairy processing may wear standard issue clothing with white aprons issued and worn only in the work area.
 4. Patients will be provided infirmary gowns/pajamas as needed when temporarily housed in the institution's infirmary.
 5. All unique clothing items recommended by the medical department shall be approved by the Warden.
 6. Issue of any other optional items of special clothing to inmates requires that the Warden obtain the approval of the Assistant Commissioner of Prisons in accordance with Policy #505.08.
 7. Minimum trusty inmates assigned to programs off the grounds of the facility at sites with a high degree of contact with the general public may be allowed to wear standard issue clothing that do not have the TDOC markings.
- D. Inmates being released from TDOC custody who have not received discharge clothing from persons on their approved visiting list in compliance with Policy #507.02 shall be provided the following clothing: one pair of pants, one shirt, and one belt. One blouse and one skirt may be substituted for female inmates. A jacket shall only be provided from November through March.



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- E. All inmates in transit between institutions, to court, the hospital, funeral home visits, and medical appointments outside TDOC facilities shall be dressed in state issued clothing.
1. Maximum custody inmates shall be dressed only in the white scrub suit.
 2. Where courts mandate civilian clothing, appropriate items of civilian attire will be provided for change on site for the court appearance. At the conclusion of the hearing, the inmate shall change into the appropriate uniform for return to the TDOC facility.
- F. The care, maintenance, and/or cleaning of all items listed in this policy as state issued shall be the responsibility of the inmate.
1. The clothing personnel shall maintain an Inmate State Issue Clothing Card, CR-2143, for each inmate which shall include the following information:
 - a. A listing of all State items issued to the inmate for personal possession, including linen/bedding and special clothing
 - b. The signature of the inmate for all issued items
 - c. The date of issue of each item
 - d. A notation as to whether the item is new issue or replacement of a formerly issued item
 - e. The condition of the item - new or used.
 2. Replacement shall be made by the clothing officer when:
 - a. The item has deteriorated to the extent that it needs replacing. (Items replaced must be returned or otherwise accounted for). Misuse by the inmate should result in disciplinary action.
 - b. A lost or stolen item is authorized by the Warden or designee for replacement. The inmate reimburses the facility for any lost item. (A due process hearing is required)
 3. Prior to an inmate's release or transfer, all items issued shall be inventoried and verified by the clothing officer. The CR-2143 shall be signed by the property officer/designee and forwarded with transfers along with state issued clothing and property records. (See Policy #504.02) State issued property, except underwear, will be collected if the inmate is released.
 4. Possession of the state issued property of another inmate or of state issued property which has been altered shall be considered a violation of institutional rules and shall be reported in accordance with Policy #502.01.



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- G. Adequate storage of all inventories of inmate clothing and bedding will be provided.
1. Each institution will be required to keep an inventory of clothing, linen, and bedding maintained to supply the needs of the facility. These inventories shall be stored in an area controlled by warehouse/clothing personnel.
 2. All inmate state issued items collected from inmates being released from custody shall be laundered and when necessary, disinfected and/or repaired and re-issued. (Underwear will not be re-issued).
- H. As mandated by law, available items for State issue shall be purchased by institutions from Tennessee Rehabilitative Initiative in Correction (TRICOR). TRICOR shall establish clothing specifications based upon the direction of the Commissioner.
- I. State issued clothing shall be worn in all areas listed below:
1. Work areas
 2. School/vocational activities
 3. Industries
 4. Non-recreation programmed activities
 5. Dining room
 6. Chapel
 7. Library
 8. Administrative building
 9. Health Services/Clinic/Hospital
 10. Visitation areas
 11. Boards/hearing/reviews
- J. All inmate owned or issued (white or gray only) sweat suits, sweat pants, shorts (no hoods or turtlenecks, and shorts must be a minimum of 4 inches length from crotch; spandex or similar materials are not allowed), and t-shirts must be stenciled (one inch minimum) with inmate's number in a conspicuous area. (Maximum-security inmates may not possess these items while in segregation.) This clothing may be worn only in the following areas:
1. Recreation areas - gym and ballfields
 2. Inside cells/units
 3. Arts and crafts
- K. Clothing shall be worn in the manner intended (i.e., pants shall be worn above buttocks.) Failure to comply with this requirement may result in disciplinary action.
- L. Inmate clothing shall not be issued to staff unless approved by the Assistant Commissioner of Prisons.
- VII. ACA STANDARDS: 4-4285 and 4-4334 through 4-4340.
- VIII. EXPIRATION DATE: November 1, 2017.



Effective Date: November 1, 2014

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Subject: INMATE CLOTHING



TENNESSEE DEPARTMENT OF CORRECTION
INMATE STATE ISSUE CLOTHING CARD

INSTITUTION

Inmate Name: _____

TDOC Number: _____

DATE	QUANTITY	ITEM	NEW	REPLACED	CONDITION	INMATE INITIALS	*P.O. INITIALS
		SHOES					
		PANTS					
		SHIRTS					
		T-SHIRTS					
		UNDERWEAR(MALES)					
		SOCKS					
		BRASSIERES (FEMALE)					
		PANTIES (FEMALE)					
		JACKET					
		TOWELS/ WASHCLOTHS					
		BELT					
		LAUNDRY BAG					
		LINEN/BEDDING					
		SPECIAL CLOTHING					

*P.O. – Property Officer
CR-2143 (Rev. 01-05)

RDA 1100



ADMINISTRATIVE POLICIES
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Supersedes: 505.07 (5/1/10)
PCN 12-11 (7/15/12)
PCN 11-32 (8/15/11)

Approved by: Derrick D. Schofield

Subject: INMATE PROGRAMMING (JOBS/CLASSES/TREATMENT)

- I. AUTHORITY: TCA 4-3-603, TCA 4-3-606, TCA 40-28-123, TCA 40-35-213, TCA 41-21-207, TCA 41-21-208, TCA 41-21-209, TCA 41-21-210, TCA 41-21-236, TCA 41-21-239, TCA 41-21-510, TCA 41-21-511, TCA 41-22-403, and TCA 33-3-601.
- II. PURPOSE: To reduce inmate idleness and to provide meaningful jobs, training and rehabilitative programming, and to provide a system for job advancement by establishing a uniform procedure for assigning inmates to institutional programs.
- III. APPLICATION: To Tennessee Department of Correction (TDOC) employees, inmates, privately managed facilities and Tennessee Rehabilitative Initiative in Correction (TRICOR) employees.
- IV. DEFINITIONS:
 - A. Assignment Pattern (Work Area Roster, BI01ME2): A directory of titles from the Master Assignment Lists with the number of positions by program area at each institution.
 - B. Classification Committee: A decision-making body of staff members from which panels are selected to hold hearings according to their designated functions, (See Policy # 401.03)
 - C. Eligibility: Requirements to participate in a specific assignment such as custody level and physical requirements.
 - D. Fast Track: An inmate classification assignment to a specific facility designed to provide assistance to inmates with three years or less until their expiration of sentence, release eligibility date, or until they are granted parole.
 - E. Full-time Assignment: A program assignment for 30 hours per week, excluding meal times, breaks, and count time (unless the inmate actually participates during count time). Inmates assigned to TRICOR, other state and outside agencies, and community service may be assigned for 40 hours per week, excluding meal times, breaks, and count time (unless the inmate actually participates during count time).
 - F. Inmate Jobs Coordinator (IJC): Institutional staff person responsible for registers, coordinating sentence credit policy requirements, assigning inmates to programs, supervising job tracking personnel, assisting in the development of job descriptions, establishing pay rates for individual inmates, training job supervisors in inmate programming policy requirements, and other related duties. They are a member of the Classification Committee.



Subject: INMATE PROGRAMMING (JOBS/CLASSES/TREATMENT)

- G. Inmate Job Coordinator's User Guide: A handbook that provides step-by-step procedures that need to be followed in order to make inmate program assignments, dismissals, job descriptions, etc.
- H. Inmate Programs Manager (IPM): Central Office staff person who manages the departmental day-to-day operation of inmate jobs statewide, as well as positions, registers, assignments and dismissals for classes and treatment programs. The IPM coordinates with other Central Office staff who oversee academic and vocational classes and treatment programs to activate and inactivate classes and treatment programs in TOMIS.
- I. Job Tracking Clerk: Institutional staff person who assists the jobs coordinator.
- J. Part-Time: Program assignment normally scheduled for 15-to-29 hours per week, excluding meal times, breaks, and count time (unless the inmate actually participates during count time).
- K. Position: A specific assignment within a larger title. Every job and treatment position has its own specific identification number.
- L. Position Type: Grouping of titles that have similar characteristics. (See the *Offender Programming User's Guide*)
- M. Program File: Volume IV of the Inmate Institutional Record (IIR) referring to requirements of this policy. (See Policy #512.01)
- N. O'Net Interest Profiler: A vocational interest assessment instrument, based on the respondent's reporting of their propensity for specific job-related activities, that identifies career zones where respondents have strong interests, skills, and abilities.
- O. Pro-Social Life Skills (PSLS): A cognitive behavioral program designed to help inmates understand destructive behaviors and faulty thinking that are part of a criminal lifestyle.
- P. Qualified: Required skills inmates must possess prior to a specific assignment.
- Q. Registers: Listing by title of inmates to be considered for assignment in a job/class/treatment program if initially determined to be eligible and qualified or who have a TAP-BIG recommendation for a class or treatment program. These are INFOPAC Reports, Job Register, BI01MEH, Class Register, BI01MEG, and Treatment Program Register, BI01MEI.
- R. Transitional Assessment Plan-Behavioral Intervention Goals (TAP-BIG): A document derived from each inmate's LS/CMI scores that identify his/her strengths and weaknesses, prioritizes his/her programmatic needs, establishes meaningful goals, and includes action plans to aid inmates in successfully meeting the stated goals.



Subject: INMATE PROGRAMMING (JOBS/CLASSES/TREATMENT)

- S. Tennessee Rehabilitative Initiative in Correction (TRICOR): The inmate program that provides manufacturing, business services or agricultural jobs for inmates, or any combination of those jobs and the training and skill development necessary for inmate employment in manufacturing, business services or agricultural jobs and in placement in its post-release program.
 - T. Waiting List (Job Waiting List, INFOPAC Report BI01MJW): Listing of unassigned inmates at an institution who are available for assignment but for whom there is not an appropriate opening.
 - U. Work Release Coordinator: A TDOC staff member whose job duties include being responsible for developing a work release program, reviewing the inmate' record prior to work release placement, and monitoring of inmates on work release status.
 - V. Non-Paid Program: Assignment to a rehabilitative program for which an inmate is not paid and does not receive program sentence credits.
- V. POLICY: The TDOC shall make inmate program assignments without regard to race, creed, or religion or gender, sexual orientation. Assignments shall be made based on an assessment of each inmate's specific needs and employability in conjunction with the security and support needs of each institution.
- VI. PROCEDURES:
- A. Inmate Job/Class/Treatment Program Development:
 - 1. The TDOC shall be responsible for developing jobs/classes in the following areas:
 - a. Academic and vocational education
 - b. Rehabilitative programming
 - c. Community service work
 - d. Institutional support
 - 2. TRICOR shall be responsible for developing inmate jobs in the following areas:
 - a. Manufacturing/consumables
 - b. Business services
 - c. Agricultural (excluding truck crops/institutional gardens specifically for use in institutional kitchens)
 - d. Private sector partnerships and joint ventures
 - B. Job/Treatment Positions and Class Sections: Each institution shall have an inmate assignment pattern by program area. This pattern will be established, maintained, and updated by the cooperative efforts of the institutional IJC and the Central Office IPM. INFOPAC Report Work Area Roster, BI01ME2, is the official assignment pattern.



C. Job/Class/Treatment Program Descriptions:

1. The IJC and appropriate inmate job/class/treatment program supervisors shall develop detailed descriptions for every position. Each year, job supervisors shall review descriptions for their areas and let the IJC know of any changes they recommend, the IJC shall submit a complete set electronically to the IPM, Chief Counselor, Classification Coordinator, Associate Warden of Treatment (AWT) and to the institutional health administrator by August 1. (See Policy #113.43) A copy of TRICOR descriptions shall be sent electronically to the CEO of TRICOR/designee by August 1. No job description shall contain any language that is in violation of TDOC policy.
2. As new program descriptions are developed due to changes in assignment patterns throughout the year, a copy shall be forwarded to the IPM. The revision date shall be keyed on the lower right hand side of each sheet.
3. Descriptions for treatment programs, academic classes, and vocational programs shall include the amount of time needed for completion of the particular program. If an inmate's sentence expiration date does not allow time for completion of the program, he/she shall not be considered eligible for the program.
4. Inmates shall be directed to sign the institutional job description form acknowledging they have read or have had read to them, and understand the requirements of the position to which they are assigned. Should the inmate decline to sign the form, it shall be noted by staff, dated, and maintained by the IJC. Supervisors have the authority to direct an inmate to perform other duties within their medical limitations. Other duties shall be on a limited basis.
5. The IJC shall ensure that an up-to-date listing of all positions allotted to the institution and copies of detailed program descriptions are available to inmates in the library. The AWT may decide to send a copy to the counselor in the orientation unit to be available to be checked out by inmates and a copy to the Re-entry/Career Center for inmates.

D. Inmate Job Coordinators:

1. Each IJC shall be provided a printer and a computer with access to the internet so they may use the O*NET to prepare inmate job descriptions.
2. Every IJC shall have a trained relief person as designated by the Warden.
3. The IPM shall provide IJCs with 16-hours of in-service training each year.

E. Registers:

1. The IJC at each institution shall maintain registers on TOMIS. TOMIS conversations LJEJ, Register Placement, LJEH, Job/Class Register, INFOPAC Reports BI01MEH for jobs, BI01MEG for classes and BI01MEI for treatment programs, shall be used.
2. Inmate names may be placed on registers without their request or consent by the IJC.



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- a. Inmates 62 years of age or older and those that will qualify for disability benefits upon release from incarceration may sign Waiver of Placement in the Adult Basic Education Program, CR-3880.
 - b. Inmates signing the CR-3880 will have their TAP-BIG closed.
 - c. Inmates may request their name be added back to the ABE register after one year. They will no longer have a TAP-BIG recommendation that could move them up the prioritized register.
 - d. If assigned to school, they must remain and actively participate for at least one year, unless they achieve their GED before the year's end.
 - e. Denied requests for placement on registers shall be entered on TOMIS Conversation LJEJ with justification.
3. Maximum custody inmates may have paid and tracked assignments within the housing unit or secure zone as authorized by unit team/administration in accordance with Policy # 506.01.
 4. An eligibility list for Career Management for Success and Release for Success (CMS/RFS) is available in ETOMIS under Reports on TOMIS Conversations LJEJ Register Placement and LJED Assignments. The Eligibility Lists are updated on the last Monday each quarter. The IJC only has to put inmates on the register that will be assigned. (See Policy #117.04) The Central Office Education Department will monitor assignments to ensure the correct inmates are consistently assigned. Inmates assigned to the below shall be skipped:
 - a. Therapeutic Community (TCOM)
 - b. Life Style Management and Relapse Prevention (LMRP)
 - c. Chattanooga Release Center (CHRC)
 - d. Work Release with a Job
 - e. Assigned to TRICOR Cook Chill
 - f. Assigned to a Board of Parole grant mandated program.
 5. INFOPAC Report BI01MER, Recommended Offenders not on Registers shall be used by the IJC to determine inmates at their institution who have a TAP-BIG recommendation for an available class or program, but are not on the register. These inmates will be placed on appropriate registers within 10 working days. This INFOPAC Report will be available weekly. NOTE: If the institution does not have the program, inmates will not be listed in the report. If an institution has had the program at two sites and now only has the program at one site, the information will still come for both sites. The site that no longer has the program will not put the inmates on the register.
 6. INFOPAC Report BI01ME7, Offender with Parole Conditions Not on Registers, shall be used by the IJC to determine which inmates at the facility have been granted parole with a condition but are not on the register for that condition. Inmates will be put on the register within six working days. NOTE: If the institution does not have the program, inmates will not be listed in the report. If an institution has had the program at two sites and now only has it at one site, the information will still come for both sites. The site that no longer has the program any more will not put the inmates on the register.



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7. INFOPAC report BI01ME8, Offenders with Parole Recommendations Not on Register, shall be used by the IJC to determine which inmates at the facility have been denied parole and have a recommended program to complete prior to their future action date (FAD). Inmates will be put on the register within ten working days. Note: If the institution does not have the program, inmates will not be on the listed report. If an institution has had the program at two sites and now only has the program at one site, the information will still come for both sites. The site that no longer has the program will not put the inmates on the register.
8. In the event an inmate is not eligible or qualified for the placement recommended by the Classification Committee, the IJC or job tracking clerk shall notify the AWT/designee and enter a denied register placement on LJEJ.
9. Inmates transferred to participate in programs such as the Security Management Unit Program (SMUP) and parole technical violator diversion, etc., shall not submit register placement requests for jobs/classes/treatment programs that would interfere with their primary programming.
10. Only inmates who have completed initial diagnostics may be placed on a register for positions at an institution. Inmates may request placement on a register by submitting a Request for Register Placement, CR-3051, to the Inmate Job Coordinator. Inmates at a diagnostic center who have completed diagnostic classification and are awaiting transfer shall not submit CR-3051 for placement on the register, but may be assigned by the IJC.
11. Some job positions may require referral for testing, an interview, or additional application information to verify qualifications prior to register placement. Interview and qualification verification test results shall be entered in TOMIS Conversation LCDG Contact Notes, Code TEIN Test/Interview Results. Tests will be on a pass/fail basis. Supervisors/designees shall be subject to time limits on responding to requests for testing or interviews. The IJC may choose not to assign any inmate to a work area or to automatically assign the inmate whose name is top on the register to a work area if the supervisor does not respond to the CR-3338 within the time limits set or does not enter the TOMIS Conversation LCDG, Contact Note/ Code TEIN. All test scores shall be entered in the Contact Note. The supervisor/designee administers the test. Thereafter, routine procedures will be followed once the Inmate Job Interview, CR-3338, is returned. A copy of the test taken by the inmate will be attached to the CR-3338.
 - a. The staff person administering ~~the~~ testing or conducting the interview is responsible for entering the information on TOMIS.
 - b. Inmates who fail a qualification test may retake it after 30 days. Additional opportunities to retake the test are at the discretion of the IJC, but should not occur more than once every six months. If transferred to another institution, the inmate may take the test immediately if it is determined he/she is eligible.
 - c. The IJC shall be given a copy of the test template and be informed of what the passing test score is.



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12. Names of inmates determined to be potentially qualified and eligible for a position shall be placed on a register for that position using TOMIS conversation LJEJ, Register Placement. Paper registers may not be maintained in lieu of TOMIS registers. The development of local policy and procedures may allow individual institutions to place a minimum direct inmate on a minimum trusty register without that inmate having been determined eligible/qualified. Requests are not to be held until a position becomes vacant. All requests are to be entered into TOMIS in a within 14 working days.
13. Class and treatment program register placement is determined electronically based on the LS/CMI scores, length of time to complete the class or treatment program and the amount of time the inmate has left to serve. An inmate that is mandated by the Parole Board to complete a class or program shall be placed at the top of the register. An inmate whose name is placed on a class or treatment program register at their request will be listed below those with a TAP-BIG recommendation
14. Job register placement shall be chronological by the date the placement request was received from the inmates requesting placement, or by the date the inmate was considered by the jobs coordinator if the register placement was not requested. (Job register placement approval shall be the same date as the placement request date.)
15. Inmates shall be notified of all register placements or denials by TOMIS conversation LJEJ, Register Placement, or INFOPAC Report BI01MFN or BIO1MFM, or Job Register Placement, CR-3052. If an inmate is placed on the register and assigned to a job the same day, it is not necessary to notify the inmate he/she was placed on the register
16. If the eligibility or qualification criteria for a position changes, any inmate that does not meet the new criteria shall be notified of their removal from these registers with a screen print of TOMIS Conversation LJEH or INFOPAC Report BI01MFO, Register Change Report.
17. The O'Net Interest Profiler Instrument will be administered at Diagnostic Intake for each incoming offender. The O'Net Interest Profiler score will be entered in the Reentry Application. The Instrument may also be administered by a Reentry or Career Development Specialist who is trained on the instrument. Recommendations by staff may be made for register placement in those jobs or vocational classes identified by the Instrument.
18. Institutions may limit the number of names placed on a register for specific job positions. Inmates whose requests for register placement are denied due to having the limit as described by institutional policy may request for placement at a later date. Procedures for this, if used, shall be included in the institutional policy. Inmate names shall be entered on registers for TAP-BIG recommended programs, even if the registers are considered full. An inmate can be on a maximum of three registers in addition to those required by TAP-BIG and Parole Board mandates or recommendations.
19. Inmates assigned to the security management unit program (SMUP) are required to remain in that program until it is completed or they are removed for cause by appropriate staff. (See Policy #506.26.1)



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20. Inmates assigned to a dog care training program may be required to remain in such program until completed or he/she is eligible for assignment to a TAP-BIG recommended program. It may be possible for inmates assigned to the Retrieving Independence program to attend a TAP-BIG recommended program with the dog on a case-by-case basis.
21. Inmates in academic, vocational, and training programs may be placed on job registers for which these programs will qualify them up to three months prior to projected completion of the qualifying programs. Vacant positions may be held up to 30 calendar days in anticipation of inmates completing the qualifying programs.
22. If an inmate chooses to remain in his/her current job rather than transfer to another job when he/she is the top qualified and eligible inmate on the register, his/her name may be removed from the register. This choice on the part of the inmate shall be documented on TOMIS Conversation LCDG/IJOB. The IJC has the authority to assign the inmate, even if the inmate wants to remain in his/her present assignment.
23. Institutional policy may permit exclusion or removal of an inmate's name from registers for jobs of lower skill levels than their present job assignment (except for TRICOR job registers).
24. Inmates may request to be removed from lower skilled/paid registers after having been assigned to a skilled job by submitting Request for Removal from Job Register, CR-3169, to the IJC. This request is subject to approval by the job coordinator. Inmate names shall not be removed from TAP-BIG recommended programs or class registers at the request of an inmate.
25. Inmates who are permanently transferred shall have their names removed from all registers by staff at the sending institution within 15 working days using TOMIS Conversation LJEH, Drop All. Notification of removal from register will not be required in these circumstances.
26. Upon conviction of any Class A disciplinary infraction, excluding verbal warnings, an inmate's name will be removed from all job registers above skill/pay Level I. The inmate may request that his/her name be placed back on the register. The name will be placed on the bottom of the job register as of the date he/she reapplied and the inmate is still considered qualified for the job.

F. Assignments

1. Inmate program assignments shall not be based on race, religion, national origin, gender, handicap, color, age, political beliefs or sexual orientation. The IJC shall ensure that qualified minority inmates are equally considered for any job opening. No program assignment shall result in an inmate being obligated to obey or be supervised by another inmate in any manner.
2. Inmate assignments are a privilege. No inmate shall have the right to participate in any particular job/class/program. Register placement, assignments, and non-disciplinary dismissals may be appealed through the inmate grievance process. (See Policy #501.01)



3. Inmates shall only be assigned to, tracked in, and receive program sentence credits and/or pay for positions allotted to their assigned institution by the IPM or the Assistant IPM. Inmates that have an assignment with a position type of non-paid (NP) will not receive program sentence credits or pay. Some programs may have one main title with various non-paid subtitles. All non-paid programs are part of the main title. Therefore, if the assigned inmate does not attend one of the non-paid programs, attendance may be left off both the non-paid and the paid main title.
4. Only the IJC may make assignments, although recommendations and information from other staff may be considered in determining assignments. In his/her absence, the job tracking clerk or Warden's designated relief person may make assignments.
5. Medical staff shall notify IJCs of any change in the inmates' medical or mental health status as well as note these changes in TOMIS Conversation LHSE. (See Policy #113.21) Changes in TOMIS Conversation LHSE shall be made by a new exam number.
6. Inmates without a valid social security number or individual taxpayer number are eligible to be assigned to jobs/classes/treatment programs.
7. Unless there are no qualified and eligible inmates on the register for the position, all vacancies must be filled by an inmate on that register; including non-paid assignments. Inmates may be assigned to positions without their request or consent except the following;
 - a. Prison Industries Enhancement Program (PIE) (See Policy #208.10)
 - b. Mental health treatment program, if the inmate is mentally competent
 - c. Substance Abuse Programs, unless the inmate signs the Substance Abuse Participant Agreement, CR-3586, accepting assignment to Therapeutic Community (TCOM) or Group Therapy (GRTH).
 - d. Fatherhood Initiative
8. Inmates shall be notified of assignments through TOMIS conversation LJED, Job/Class Assignment, or Inmate Programming Assignment, CR-3053.
9. Inmates on the class register INFOPAC Reports (BI01MEG) and the treatment program register (BI01MEI) shall be assigned in the order they are on the registers. Exceptions are as follows:
 - a. The inmate is already assigned to another TAP-BIG recommended program.
 - b. The inmate can not report to the program area for such reasons as segregation, protective custody, or the inmate does not have the appropriate custody level to attend a program based on the security level of the location of the program.
 - c. The inmate is not mentally or physically able to participate.
 - d. Security reasons as determined by the Warden



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- e. Assigned to a BOP mandated program/class
 - f. The inmate does not have enough time to complete the program
 - g. The offender's TABE score is not appropriate for the class with a vacancy. The offender will stay on the register and be assigned when a vacancy occurs when the TABE score is appropriate.
 - h. Does not meet other requirements on the assignment description.
10. Program Recommendation Overrides for Assignment
- a. Program recommendations will not be available in TAP-BIG for any program in which the offender's earliest release date (excluding safety valve) or future action date does not provide him/her enough time to complete. An override may be requested. The amount of time needed for each class and treatment program may be found on LJEK Job Setup or LJEV Class Setup. (See Policy #513.04.1)
 - b. The Warden/designee must submit an override request in writing to the IPM. Any approved override shall be documented on LCDG Contact Notes, Contact Type IJOB.
11. The top eligible and qualified inmate may be assigned by the IJC to a job in lieu of the supervisor choosing from the top three on the register.
12. When a job position vacancy occurs, that position shall be filled by one of the top three qualified and eligible inmates whose name are on the register. (See exception in 12. above.) The supervisor or IJC may choose which of the three inmates are to be assigned. However, no eligible and qualified inmate can be skipped over by an individual supervisor more than twice. The supervisor will justify why he/she skipped over an inmate and enter this information on LCDG Contact Notes, Contact Type IJOB. If the inmate is assigned to a TAP-BIG recommended class or treatment program, the IJC shall skip over the inmate and not assign the inmate to the job.
13. Rules regarding inmates on the quarterly eligibility list for CMS/RFS:
- a. Offenders who do not have time to complete the class shall be skipped. (See Policy #117.04)
 - b. An inmate who is inadvertently assigned to CMS/RFS and does not have time left to complete the class shall not be dismissed for this reason.
 - c. Inmates who are not eligible to earn the bonus 60-day sentence credit will still be assigned.
 - d. Inmates assigned to the below shall be skipped:
 - (1) Therapeutic Community (TCOM)
 - (2) Life Style Mgt. and Relapse Prevention (LMRP)
 - (3) Chattanooga Release Center (CHRC)



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- (4) Work Release with a Job
 - (5) Assigned to TRICOR Cook Chill
 - (6) Assigned to a Board of Parole grant mandated program.
14. All inmates in the Security Management Unit (SMU) are assigned to the SMU Program Assignment is based on unit assignment per Policy #506.26.1. SMU staff shall not enter attendance until the evaluation period is concluded, which means they will not receive any pay. Inmates shall not be paid for more than 30 hours per week, even if they participate more than 30 hours.
15. Fast Track may consist of, but not limited to the following paid and non-paid programs/classes in a modified therapeutic community setting:
- a. Pro-Social Life Skills
 - b. Group Therapy
 - c. Career Readiness
 - d. RFS/CMS
 - e. Family Reunification

The Classification Chairperson shall notify the IJC when an inmate goes to Fast Track. Each inmate assigned to Fast Track shall be tracked as FTTK in addition to other assignments. The Program Manager will notify the IJC when inmates are leaving and if they successfully completed. No attendance or pay is associated with the title. When the inmate completes the Fast Track classification, the appropriate dismissal reason shall be entered in TOMIS LJEE Terminations. The inmate will be assigned to other program titles whereby attendance will be entered.

16. Pro-Social Life Skills (PSLS)
- a. A full time PSLS program is six weeks long, or 150 hours, and may have a maximum of 12 hours of homework during that time.
 - b. A part time PSLS program is 12 weeks long and may have a maximum of 24 hours of homework. The minimum amount of time a part time PSLS may meet each week is 1.5 hours.
 - c. PSLS is offered in the PSLS Community. The PSLS Community offers several different classes for the offender to work through cognitive learning processes.
 - d. PSLS is not a voluntary program.
 - e. Inmates who complete TCOM February 6, 2014, and later may have their PSLS TAP-BIG closed using by using code CTC.
17. Exceptions to Section VI.(E)(7) above are as follows:
- a. Unassigned inmates may be given priority over assigned inmates, as long as it does not prevent an inmate from being assigned to his/her TAP BIG recommendation. The assignment should be to a job. The intent is to permit assignment of difficult-to-assign inmates and not to deny advancement for inmates already assigned. (See BI01MJW, Job Waiting List)



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- b. Inmates with recommendations for specific treatment program(s) and classes on TAP-BIG shall take precedence over other inmates who are on the register. (See Policies #513.04 and #513.04.1)
 - c. Inmates already assigned to a job position in a particular area or program in which a vacancy occurs in another position (unit promotions/transfers). In such case, one of the top three inmates on the register already assigned in the work area shall receive the assignment.
 - d. Inmates who receive a non-disciplinary demotion from another job position in the area. (Inmates need not be on registers for positions prior to the demotion)
 - e. Inmates who have successfully completed an institutional training program for a specific position or program/area.
 - f. Inmates transferred to an institution for a specific position.
 - g. Assignment of an inmate to a mental health program requires an applicable DSM diagnosis. Mental Health staff shall assist the IJC in making appropriate placements.
 - h. Inmates completing a TAP-BIG recommendation(s) may be considered at the top of the register for the job assignment they held prior to entry of the TAP-BIG recommended class or program, if they still meet eligibility criteria per the job description.
18. Skip Reasons shall be maintained on TOMIS conversation LJEH, Job/Class Register, for inmates who are qualified, eligible, and not assigned to a job/class/treatment program. When the skip reason is for security purposes (SRN), the staff person making the determination will document the reasons on LCDG, Contact Type, and IJOB. If the reason is confidential, an entry will be made on LCDG indicating that written reasons are on file and the location.
19. If the IJC and supervisor disagree on the qualifications or eligibility, of a potential assignee, the decision shall be made by the Warden/designee. If the position to be filled is for TRICOR, the Chief Executive Officer/designee of TRICOR shall be consulted prior to the Warden/designee making the final decision.
20. Any inmate on the appropriate register may be appointed by the Warden to the position of inmate advisor, grievance committee clerk, inmate advocate, or animal (dog) trainer. Dismissal procedures for such positions shall comply with Section VI.(H) of this policy.
21. Inmates who have been determined to be eligible for special education and who have not signed a waiver of that service shall be assigned to the Special Education program. (See Policy #117.07)
22. Inmates who are temporarily unable or temporarily not required to perform in their assigned positions for medical, psychological, or other reasons may be required to perform any other duties for which they are eligible and qualified at their regular pay rate or at a lower rate determined by the Warden.



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23. Inmates assigned to treatment programs may be required to perform work duties as part of the therapeutic process.
24. Inmates are not to have access to information regarding another inmate's charges, sentence, medical records, psychological information, special education information, FBI criminal histories, escape history, parole hearing information, etc. (See Policies #512.01 and #109.04)
25. No inmate shall be assigned to or allowed to assist correctional classification coordinators, correctional counselors, chief counselors, inmate job coordinators, job tracking clerks, accreditation managers, or with medical/mental health clerical duties. (See Policy #113.14) Each reentry resource center shall be allotted one counselor aide position.
26. Inmates may be assigned to or assist the fire safety officer with general clerical duties only under the following restrictions. The following restrictions will be included in the institutional job description for this position:
 - a. Does not assist with or conduct any sanitation or safety inspections or incident investigations
 - b. Does not service or repair any life safety equipment
 - c. Is not involved with planning, scheduling, or conducting fire drills or evacuations
 - d. Does not have access to the fire alarm systems
27. No inmate who is sentenced to life shall be assigned to any job outside the secure perimeter of an institution or annex. Additionally, no inmate whose earliest release date, excluding safety valve, is ten or more years away, shall be assigned to any job outside the secure perimeter of an institution or annex. Sex offenders are prohibited by Tennessee statute from any job assignment into the community, except for a work assignment to TRICOR or any TRICOR facility.
28. All inmates who work outside the secure perimeter of a facility must sign BI01D089, Assignment of Responsibility. The IJC will be responsible for obtaining the signature of inmates classified to minimum restricted custody or higher that are assigned to jobs outside the secure perimeter. If an inmate refuses to sign BI01D089, it shall be read and explained to him/her and so noted on the form. An employee witness' (staff who reads BI01D089 to the inmate) signature shall also be necessary in these cases. The inmate may still be assigned to the job. A copy shall be kept in Volume II-Unit File, Section V. (See Policy #404.07 for Minimum Direct and Trusty Inmates).



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29. The chief law enforcement officer (sheriff and/or chief of police) shall be notified by the Warden/designee of all inmates who have been convicted of homicide offenses who have been assigned to work off state property at least five calendar days prior to the date they actually start working. INFOPAC report BIO1D082, or a memorandum containing the same required information, shall be faxed to the chief law enforcement officer. The memorandum may be attached and sent by e-mail, if the e-mail address of the chief law enforcement officer is known. A confirmation e-mail will be requested.
30. Work Release Assignment (See Policies #505.10 and #513.02)
 - a. The work release coordinator shall notify the IJC of all approved and denied work release placement requests. Denial reasons shall be included in the notification. The IJC will enter the information in LJEJ Register Placement.
 - b. The Warden shall be the final authority on all recommendations for work release.
31. Inmates who return to the main compound or to the TDOC following an absence due to the following reasons shall lose all previously earned privileges, seniority, or status concerning register and job placements, job advancement, and pay. Pay shall be at Step One of whatever skill level job/class they are assigned.
 - a. Out on bond
 - b. Parole violation
 - c. New conviction
 - d. Interstate compact
 - e. Escape
 - f. Transfer from a minimum security annex due to a disciplinary conviction
32. The IJC shall notify the Warden/designee prior to any job/class assignment for security threat group (STG) members. (A listing of STG members by institution may be found on TOMIS Conversation LCLQ, Security Threat Group. This information is also included on registers)
 - a. STG members or associates may be denied assignment to a job/class if their participation in any STG related activity is deemed by the Warden to present a risk to the safety, security, or orderly operation of the facility.
 - b. The Warden/designee will use TOMIS Conversation LCDG Contact Notes, Type STGI, to document his/her decision to deny the individual inmate a particular job/class/program assignment

G. Job Transfers:

1. Inmates may be required to transfer to or to remain in positions deemed essential to the institution if there are no qualified and eligible inmates on the register with whom the position may be filled. In extraordinary circumstances, the IPM can require an inmate to transfer or remain in a position deemed essential to the institution.



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2. With the exception of unit promotions/transfers, an inmate must be required to remain in a position for at least 90 days before being granted a voluntary (i.e., inmate initiated) transfer to another position. If an inmate is in a position less than 90 days and a vacancy occurs in a position for which he/she is next in line for on the register, his/her name may remain in that position on the register and the next highest eligible inmate on the register may be assigned.
3. Inmates assigned to the below titles shall not stay in this assignment (work area or supervisor) longer than 16 months:
 - a. CLGO Clerk, General Office and all associate titles (such as CLGOC, CLGOD, CLGOF, CLGOG, CLGOM, CLGOP, CLGOR, and CLGOS)
 - b. CLIN Clerk, Industry and associate titles of CLIN1 and CLINT
 - c. COUA Counselor/Chaplain Aide
 - d. KICL Kitchen Clerk
 - e. TAAC Teacher's Aide Academic, TEAA Teacher's Aide, TAVO Teacher's Aide vocational program
 - f. SHRC Shipping and Receiving and STCC Stock Control Clerk Mentors
4. Exceptions to Register Placement regarding (3) above: Inmates shall be reassigned as soon as possible, possibly with the same title, but to a different work area. For the purposes of this policy, work area means the physical plant. Inmates do not have to be on the register for the job the IJC assigns them.

H. Advancement in Skill/Pay Levels:

1. Inmates without a verified high school diploma/GED/HiSet, or Special Education diploma as indicated in TOMIS conversation LCLE, Offender Education, shall not be promoted above skill/pay Level II. (See Policy #504.04) Exceptions may be granted as follows:
 - a. When an educational staff person at the institution provides a written statement based on the testing criteria outlined in Policy #117.02 indicating that an inmate has progressed as far as he/she is able to in academic achievement.
 - b. When an inmate completes a vocational program and is certified in a vocation, he/she may be assigned to a job above skill/pay Level II which requires those skills learned in the program. TRICOR jobs are excluded.
 - c. This requirement may be waived at minimum-security annexes with a population of 350 or less or maximum security housing units in the interest of filling positions for institutional needs.
 - d. Inmates assigned to the title of the Community Service Worker (CSWK) may be exempt from this requirement.



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2. No inmate shall be promoted to a higher skill/pay level job if the inmate is participating in a recommended full time paid TAP-BIG assignment.
3. Advancement in skill/pay level will be based upon inmate job performance. (See Policy #504.04) To advance in skill/pay level, an inmate must not have been denied program sentence credits on his/her previous three pay periods. (See Policy #505.01)
4. Information on TOMIS Conversations LJET, LSTB, and LJEA will be used to determine advancement in skill and pay eligibility in case of institutional transfer.
5. Inmates assigned to positions above the lowest skill/pay level prior to July 1, 1990, may be exempt from Section VI. (G)(2) of this policy, although inmates whose assignments are reduced below skill/pay Level II will be subject to all the provisions of Section VI.(G).
6. Promotional advancement shall occur no more often than 90-day intervals, except:
 - a. Inmates in trainee, academic, or vocational positions may be promoted following successful completion of that program as recommended by the supervisors and approved by the IJC.
 - b. In extraordinary circumstances, as recommended by the supervisor and IJC, and approved by the Warden/designee. In cases involving TRICOR programs, the recommendation of the Chief Executive Officer/designee of TRICOR is required prior to submittal to the Warden for final approval.
 - c. Unit promotions/transfers and academic/vocational transfers and promotions may be processed at any time.

I. Terminations:

1. Inmates are not permitted to refuse, quit, or voluntarily withdraw from an assigned program, including non-paid programs, except for the following:
 - a. Inmates assigned to a Prison Industries Enhancement (PIE) program
 - b. Inmates assigned to a mental health treatment program if the inmate is mentally competent. (See Policy #113.89 if the inmate is not mentally competent to make a decision regarding treatment) All terminations must be approved by staff for reasonable cause, and are subject to due process on appeal in the appropriate forum.
 - c. Inmates who have not signed the Substance Abuse Program Participant Agreement, CR-3586, accepting assignment to Therapeutic Community (TCOM) or Group Therapy (GRTH).
 - d. Fatherhood Initiative



Subject: INMATE PROGRAMMING (JOBS/CLASSES/TREATMENT)

2. Offenders assigned to academic and vocational classes, transition centers, pro-social life skills, substance abuse programs, and all other TAP-BIG recommended programs, shall not receive a non-disciplinary dismissal so they can be assigned to a job, even if it is considered a promotion in skill/pay level or institutional need.
3. The Warden/designee(s) has the authority to approve or deny all dismissal requests or recommendations. The Warden's designee shall either be the Inmate Jobs Coordinator or an Associate Warden. In cases involving TRICOR programs, the Chief Executive Officer/designee of TRICOR shall review and approve all non-disciplinary dismissal requests prior to submission to the IJC. Once the dismissal request is submitted, the Warden/designee will approve or deny the request.
4. The IJC shall notify inmates and supervisors, in writing, of all terminations.
5. TOMIS LJEE Termination permits one to three dismissal reasons to be entered. If the inmate successfully completed an education class or treatment program, the reason SUC (Successful Completion) shall be entered on the first line.
6. Disciplinary Dismissals:
 - a. Dismissals are "disciplinary" only if the disciplinary board recommends an assignment termination and the recommendation is entered on TOMIS Conversation LIBL. The incident number shall be included in the comment section of LJEE Job/Class Termination.
 - b. The disciplinary board chairperson shall notify the IJC of all dismissal recommendations. The IJC shall determine, after reviewing the situation and conferring with the supervisor and/or security staff, if appropriate, whether a dismissal is warranted. The decision shall be approved by the Warden/designee.
 - c. Inmates must not be reassigned immediately to the same class or treatment program if they were dismissed from it due to the conviction of a disciplinary offense.
 - (1) If the offense was a Class A or B, the inmate must not be reassigned for six months. Offenders may be reassigned to TCOM after three months if the Program Manager deems it appropriate. (See Policy #513.07)
 - (2) If the offense was a Class C, the Warden may direct that the inmate must not be reassigned to a class or treatment program for three months.
 - (3) To accomplish the above, inmates shall be removed from all treatment program and class registers and will not be placed on these registers again, or any other treatment program or class registers until the time period expires. When placed back on the register, TOMIS will automatically put the inmate's name at the correct place on the register. INFOPAC Report BI01MER Recommended Offenders Not on Registers will serve as a tickler file.



Subject: INMATE PROGRAMMING (JOBS/CLASSES/TREATMENT)

- d. Inmates receiving disciplinary dismissals from job positions above skill/pay Level I shall be prohibited from reassignment to a skill/pay Level II or higher job for 90 days, but may immediately be assigned to a Level I job. Inmates receiving disciplinary dismissals from Level I positions may be immediately required to return to the same or other unskilled position.
7. Non-Disciplinary Dismissals or Demotions:
- a. Documentation of the problems and the attempts to correct them shall be provided. Program Notes LJEC and/or Contact Notes LCDG (IJOB Inmate Job Contact) shall be used for this documentation. A minimum of three notes must be entered in TOMIS prior to possible favorable consideration of a non-disciplinary dismissal or demotion request. Examples of types of documentation may include a record of verbal counseling/warning, written warning, tardiness, and/or Notice of Denial of Program Credits, CR-3224. Reasons shall be documented on TOMIS conversation LJEE, Job/Class Terminations.
 - b. Full Program Sentence Credits shall not be awarded if it conflicts with the Contact Note or Program Note.
 - c. TRICOR employees shall also enter the documentation on LJEC or LCDG. Other state agencies utilizing inmate workers off institutional compounds shall provide written documentation if they do not have access to TOMIS. Work crew supervisors who monitor inmates that work for other agencies shall make entries on LJEC or LCDG. Directives from Central Office administration shall be documented on LJEC or LCDG. Reasons for dismissals or demotions may also be documented on Request for Job Dismissal, CR-3054. Reasons may include, but are not limited to:
 - (1) Failure due to inability to perform the skills of the position. This shall result in a non-disciplinary dismissal or demotion when supervisory attempts of assistance or correction are unsuccessful. Documentation of the failure must be specific. The term "probation" is not an acceptable reason for a job dismissal.
 - (2) Inmates showing no academic progress as documented in Policy #117.02.
 - (3) If it is felt that the inmate's continued presence in the work area is detrimental to the morale of the work force or the productive operation of the area, or to the security and safety of the institution, an inmate may receive a non-disciplinary dismissal upon recommendation of the supervisor or other appropriate staff. Specific reason(s) for the dismissal shall be documented. A request for dismissal due to one instance usually requires a disciplinary dismissal.



Subject: INMATE PROGRAMMING (JOBS/CLASSES/TREATMENT)

- (4) The Warden can terminate an inmate's program assignment based on their participation in any STG related activity if it is deemed to present a risk to the safety, security, or orderly operation of the facility. The Warden/designee shall use TOMIS Conversation LCDG Contact Notes, (Contact Type STGI), to document specific reasons. (See Policy #506.25)
 - (5) Whenever an inmate becomes ineligible due to change in custody level, housing assignment, etc., appropriate action (dismissal, reassignment, deletion from/addition to register, etc.) shall be taken by the IJC. Inmates shall not receive a housing assignment change for the purpose of terminating their assignment.
- d. If an inmate is away from or it is projected that an inmate will be away from his/her assigned position 30 days or more (i.e., out to court or medically restricted), or if a recommendation for administrative segregation or protective custody of the inmate is approved, a non-disciplinary dismissal may immediately be processed to allow the position to be refilled. Subsequent changes in such inmate's availability to participate in that program should not result in displacement of the inmate's successor in the position. The dismissed inmate may be considered at the top of the register for the next vacant position, unless he/she is away from the institution for over 60 days.
 - e. Inmates missing an unacceptable amount of work for the excused reasons as listed in Policy #504.04 may be subject to a non-disciplinary dismissal if the absences result in the inability of the work area to meet production or operation expectations.
 - f. Inmates who are convicted of disciplinary infractions that are not directly related to their program assignment may receive a non-disciplinary dismissal if that conviction affects their eligibility for the assigned position, or if the conviction results in articulable security concerns that render the assignment inappropriate. Reasons shall be documented on TOMIS Conversation LJEC or LCDG (Contact Type IJOB).
 - g. An inmate may be recommended for dismissal from a position for conviction of a disciplinary infraction committed while already at or scheduled to be at his/her assigned program area, or if the infraction is directly linked to the inmate's position. Dismissal of a disciplinary report does not preclude subsequent non-disciplinary dismissals.
 - h. A documented pattern of assignment-related rule infractions may be grounds for a supervisor to request a non-disciplinary dismissal for an inmate.
 - i. Inmates may receive non-disciplinary dismissals or transfers from a work area if the size of the workforce needed is reduced for any reason.



Subject: INMATE PROGRAMMING (JOBS/CLASSES/TREATMENT)

- (1) If the work area is a TRICOR job, dismissal, layoff, and rehire procedures will be explained to those inmates who are affected. Inmates will be laid off and called back by seniority based upon their job title. The TRICOR manager shall provide the IJC with a list of inmates who were laid off and dates they were laid off. He/she will also notify the job coordinator when an inmate is called back to work.
 - (2) If a non-disciplinary dismissal or transfer is due to an extended absence of a supervisor, such as a teacher, the inmates will have their assignments terminated, but may be the first inmates assigned when a supervisor is available. If the inmate has already been reassigned to a TAP-BIG recommended program, he/she will not be reassigned to a job, treatment program, or class that is not TAP-BIG mandated.
- j. Inmates receiving permanent institutional transfers shall immediately be removed from any program assignment by staff at the sending institution on TOMIS conversion LJEE, Job/Class Termination. (TOMIS LJEN shall be checked to determine if attendance hours are current prior to removing the inmate from his/her program assignment so that a pay adjustment will not have to be keyed later.)
- k. Closing TAP-BIG Recommendations: Termination reasons listed as “Y” can be used by the IJC to close a TAP-BIG recommendation. Termination reasons listed as “YY” can be used by the IPM to close a TAP-BIG recommendation. Inmates who have three behavioral dismissals from academic and vocational classes may have their related TAP-BIG recommendation closed. Each non-disciplinary dismissal must have a minimum of three TOMIS Conversations Program Notes (LJEC) and/or Contact Notes (LCDG) Contact TYPE (IJOB) per dismissal stating the problem and indicating that the principal or teacher counseled the inmate. The three related dismissals may be a combination of disciplinary and non-disciplinary. Program sentence credits will be withheld with corresponding program notes and at other appropriate times.
- J. Program File:
1. A program file containing up-to-date job information will be maintained on each inmate and retained in the jobs office.
 2. This program file shall be transferred with inmates as a part of the inmate institutional record (IIR) in accordance with Policies #403.01 and #403.01.1. Work supervisors may also maintain files on all inmate workers in their area.
 3. No inmate, including clerks, will be permitted to have any access to any portion of another inmate’s institutional record IIR or employees’ home addresses, telephone numbers, social security numbers, etc. This includes the program files mentioned above.



K. Monitoring:

1. A minimum of five assignment audits will be performed monthly by the IJC. Selection of job positions to audit may be obtained from a random list of job positions available monthly on INFOPAC report BI01ME1, Job Audit Request. Results will be recorded on TOMIS conversation LJEF, Job Audit. The IJC may audit classes and treatment programs too. The IJC shall provide the Warden/designee and supervisor of the specific area a written report of all non-compliant findings. The supervisor will prepare a corrective action plan and submit it to the Warden/designee and the IJC within ten working days of the report.
2. The IPM may require the IJC to conduct an assessment of a job/position and submit a report in addition to completing LJEF.
3. Each fiscal year, the IPM may perform institutional audits. Any disagreements in recommended changes will be reconciled by the Assistant Commissioner of Rehabilitative Services and/or the Assistant Commissioner of Prisons, depending upon the location of the assignment area.
4. INFOPAC reports BI01MEN, Program Assignments by Race, and BI01MEM, Program Assignments by Race Summary, are to be used as monitoring tools by institutional and Central Office staff to ensure compliance with Title VI of the Civil Rights Act of 1964. Title VI prohibits discrimination in all aspects of departmental operation (including inmate assignments and dismissals) on the basis of gender, sexual orientation, handicap, political beliefs, race, color, age, or national origin.
5. The Inmate Overtime Report is due by the 15th of the following month. The IJC shall ensure that the information for any required report is sent to the IPM in a timely manner.
6. The IJC shall forward an up-to-date copy of related institutional policies to the IPM.
7. If the unassigned rate reaches 10% or more for 30 days as shown on the Jobs by Site Report, the Warden shall notify the Assistant Commissioner of Rehabilitative Services in writing with a plan to address the problem or explanation of circumstances beyond the control of the Warden, such as state hiring freezes or other state mandated reasons. Specific details shall be provided (e.g., one vacant academic teacher position is vacant resulting in 32 inmate positions that can not be filled). The Warden shall forward a copy of the correspondence to the IPM.
 - a. The assigned percentage rate is based on all eligible inmates at the institution who are currently assigned or identified as job waiting. The number of inmates determined to be unassignable due to their status is not used in determining the percentage.
 - b. The computer generated Jobs by Site Report will be forwarded to at least the Deputy Commissioners, the Assistant Commissioners, Wardens, AWTs, and Inmate Jobs Coordinators.



Effective Date: March 15, 2015

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Subject: INMATE PROGRAMMING (JOBS/CLASSES/TREATMENT)

- L. A handbook for supervisors and the *Inmate Job Coordinator User's Guide* will be updated as needed by the IPM.
- M. Policies and procedures established by TRICOR shall not conflict with Policy #505.07.
- VII. ACA STANDARDS: 4-4277, 4-4448 through 4-44454, 4-4458, and 4-4461.
- VIII. EXPIRATION DATE: March 15, 2018.



TENNESSEE DEPARTMENT OF CORRECTION

**WAIVER OF PLACEMENT
in the
ADULT BASIC EDUCATION PROGRAM**

I, _____ (PRINTED NAME),
TDOC# _____, hereby freely, voluntarily, and without duress or coercion
waive placement in the Adult Basic Education program for one of the following reasons:

I AM 62 YEARS OF AGE OR OLDER

OR

**I WILL QUALIFY FOR DISABILITY BENEFITS UPON RELEASE FROM
INCARCERATION**

I fully understand and acknowledge the ramifications of this waiver and hereby voluntarily relinquish any and all claims and causes of action against the State of Tennessee, the Tennessee Department of Correction, and all of their respective contractors, agencies, and agents, whether current or former, all in their official and individual capacities, and their successors, assigns, servants, agents, attorneys, officers and directors, which might accrue as a result of my execution of this waiver

SIGNATURE

DATE

WITNESS



TENNESSEE DEPARTMENT OF CORRECTION
JOB REGISTER PLACEMENT

INSTITUTION

DATE: _____

TO: _____

FROM: _____, Job Coordinator

Your name has been placed in the job register for _____

The request to have your name placed on the job register for _____

has been denied because _____

Your name on the job register _____

has been removed because _____

Comments: _____



TENNESSEE DEPARTMENT OF CORRECTION

INMATE JOB INTERVIEW

INSTITUTION

TO: _____

FROM: _____, Job Coordinator

DATE: _____

INMATE _____ TDOC # _____

has applied for the job of _____.

Please interview this inmate and determine if he/she is qualified for this position and indicate below whether or not he/she meets all requirements.

=====

TO: _____, Job Coordinator

FROM: _____

DATE: _____

_____ Yes, this inmate meets all job requirements and is qualified.

_____ No, this inmate is not qualified. The reason he/she is not qualified is:

Supervisor's Signature

PLEASE RETURN THIS FORM TO THE JOB COORDINATOR BY: _____



TENNESSEE DEPARTMENT OF CORRECTION
INMATE PROGRAMMING ASSIGNMENT
 (Jobs / Classes / Treatment)

_____ INSTITUTION

HOUSING UNIT / CELL: _____

DATE: _____

TO: _____ TDOC #: _____

FROM: _____, Job Coordinator

You have been assigned to the following: _____

Master List Title / Position or Section Number

You are to report _____

Date and Time

Location

Your supervisor is: _____

Comments: _____



ADMINISTRATIVE POLICIES
AND PROCEDURES
State of Tennessee
Department of Correction

Index #: 506.02	Page 1 of 6
Effective Date: June 1, 2015	
Distribution: B	
Supersedes: 506.02 (6/1/12) PCN 13-17 (3/15/13)	

Approved by: Derrick D. Schofield

Subject: KEY CONTROL

- I. AUTHORITY: TCA 4-3-603 and TCA 4-3-606.
- II. PURPOSE: To establish a safe and secure system for the issue, distribution, and control of keys within Tennessee Department of Correction (TDOC) facilities.
- III. APPLICATION: All institutional employees.
- IV. DEFINITIONS:
 - A. Biometric Fingerprint Readers/Dispensers: An electronic device that determines a person's identity by detecting and matching individual physical characteristics (fingerprints) which allows the reader to disburse authorized/approved keys.
 - B. Emergency Key: A key that is to be used only in a sudden or unforeseen situation that requires immediate action.
 - C. Key Chit: A metal tag citing employee's name or assigned number which, when presented, will obtain the key(s) that employee is authorized to have. The key chit will be returned to the employee upon return of the key.
 - D. Non-Security Key: As determined by the Warden, any institutional key which, if lost, would not require urgent security reactions.
 - E. Restricted Keys: Any key designated for issue to certain individuals, identified by the Warden, who are assigned to particular areas of high accountability, i.e., commissary.
 - F. Security Key: Any key which, if lost or duplicated by persons other than Key Control Officer or in possession of an inmate, would jeopardize the security of the institution, institutional property, employees, visitors, or inmates and/or directly/indirectly could facilitate an escape. The Warden shall determine which keys will be in this category.
- V. POLICY: It shall be the policy of the TDOC to maintain a system of key control at all institutions which will indicate the location of every key and lock at any time.
- VI. PROCEDURES:
 - A. Key Control Officer: The Warden shall designate an employee(s) to function as the key control officer. It shall be his/her responsibility to monitor key control. The key control officer shall have exclusive control and responsibility over the institution's key control system, including the maintenance of key records, and shall coordinate the replacement or repair of any lock in the facility.



Subject: KEY CONTROL

- B. Recording and Storage of Keys: All pattern and duplicate keys for each permanent lock (except desk, file cabinets, and computers) within the institution shall be stored in a centrally located, locked area. Cabinet key hooks shall be numbered. Keys shall be cross-indexed by alphabetical location, cabinet hook numerical listing, and key numerical listing. The cabinet and the "cross-index" listing must be kept in a secure area separate from central control. Duplicate keys shall be maintained for all locks, and pattern keys shall be maintained for locks for which computer-coded key duplication is not available. Duplicate and pattern keys shall be differentiated through color coding. Only duplicate keys shall be issued for use.
1. Locations of locks and padlocks. Blueprints and/or maps shall be maintained showing the location of all permanent locks. Padlocks may be used to provide additional security. Accurate records of all locks shall be maintained.
 2. Change of lock location or duplication of keys. Any change in lock location or duplication of any key shall be authorized by the Warden/designee. Any change in locking systems affecting evacuation shall be reviewed by the Facilities, Planning, and Construction (FPC) Division and, if deemed necessary by the FPC, by the State Fire Marshal.
 3. Preventive maintenance schedule of locks. Each Warden shall ensure an annual preventive maintenance schedule is implemented and maintained on all security locks at his/her prison. This schedule shall provide for security locks to be inspected on a routine basis to ensure security locks are free of mechanical failures which would prevent the lock from functioning as required. Post orders will define and require correctional employees to routinely examine any locking mechanisms in use in their work area as to detect any obvious mechanical failure or manipulation of the lock and report any findings immediately to their supervisor.
- C. Key Accountability and Inventory
1. An operational key board sufficient to accommodate all keys and key rings routinely used shall be provided in a designated area. This key board shall have vertical and horizontal rows which are respectively numbered or lettered. Every key board hook shall be filled at all times holding either a set of unissued keys, an employee key chit, or a key chit appropriately numbered and stamped indicating that specific hook is not in use at the present time. All keys maintained on this board, including security, non-security, restricted, and emergency keys, shall be cross-indexed to ensure easy access and accountability.
 2. All keys on the operational key board shall hang on soldered, closed key rings. Small metal tags indicating the hook number of the key ring and the number of keys on the ring shall be attached to each ring.



Subject: KEY CONTROL

- a. The shift supervisor/designee is required to check the operational key board as soon after reporting for duty as possible. Accountability for each key ring shall be recorded in the log book on each shift. On third shift, each key on every key ring assigned to the central operational key board shall be inventoried, with the inventory totals documented in the post log book for central control. Keys in use at the time of inventory shall be accounted for only after verification of the number of keys on each ring with the staff person in possession of the ring. Any discrepancy in assigned versus actual number of keys shall be reported in writing to the Deputy Warden before the end of the shift, and the shift supervisor shall document all efforts to rectify and/or discover the cause of the discrepancy in this report.
- b. The method for logging security and restricted keys shall be addressed by institutional policy.
- c. Employees are prohibited from removing from the institution or otherwise possessing non-permanently assigned institutional keys when off duty.
- d. At facilities equipped with biometric key dispensers, keys will be dispensed to the appropriate person after their hand has been scanned and a personal identification number entered into the system. Due to this procedure metal key chits and an operation key board will not be applicable.

D. Issue of Keys`

1. Keys shall be issued as follows:
 - a. All employees must use provided metal key chits as receipts for all keys drawn from the key board (See VI.(C)(2)(d) above). Permanently issued keys must be so indicated on a signed receipt which will be maintained in the Key Control Office. Security keys shall never be issued permanently.
 - b. Employees shall not use a temporary tag to draw keys from the key board unless so authorized by the shift supervisor or personnel of higher rank. Use of temporary chits shall be documented to indicate who obtained the keys and which keys were issued.
2. To obtain keys from an officer on post or an employee on duty, the relief officer or employee must first exchange his/her key chit at the designated area for the key chit of the person being relieved. The relief person shall take this key chit to the person being relieved and exchange the chit for the appropriate ring of keys. That person shall immediately count the keys on this ring and report any discrepancy to the supervisor. At facilities using Biometric dispensers, keys will be returned to the dispensers at the end of each shift before being reissued to the on-coming shift.



Subject: KEY CONTROL

E. Lost or Misplaced Keys and/or Key Rings

1. A verbal report of any lost or misplaced key or key rings shall be made to the shift supervisor immediately, stating when the loss or misplacement was discovered, circumstances surrounding that loss or misplacement, and the key(s) identification. A written report in memorandum form shall be submitted as soon as possible, but before the end of the shift, to the Warden/designee.
2. When security keys are lost or misplaced, proper security precautions must be taken to preclude use of the key(s) for unauthorized access or escape from institutional areas. If security keys are lost or unaccounted for, or if inmates may have made impressions of the key(s), locks shall be replaced upon order of the Warden.

F. Handling of Security Keys: All employees shall observe the following key control procedures:

1. Carry and use keys as inconspicuously as possible
2. All uniformed employees shall securely fasten all security keys (by chain to the belt) and carry them in the pants pocket or in a leather pocket attached to the belt.
3. Non-uniformed employees who are issued a security key shall be responsible for the physical custody of this key during their normal work assignment.
4. Perform count when exchanging keys from one employee to another (confirm key count with ring tag)
5. Avoid reference to key numbers or any identifying information in the presence of inmates
6. Avoid dropping keys; keys shall be exchanged hand-to-hand and never tossed or thrown.
7. Do not use force to operate the locks. If a lock does not function easily, the employee shall report the malfunction to the shift supervisor.
8. Do not attempt to repair the locks. This should be done only by an authorized locksmith or other qualified employee.
9. Do not permit an inmate to handle any security keys under any circumstances. Occasionally, an inmate may be authorized to use non-security keys through written approval from the Warden/designee. Written approval is not required if the key issued is to the inmate's room, cabinet, or tool box for designated maintenance workers. No other institutional key shall ever be permanently issued to an inmate.



Subject: KEY CONTROL

- G. Emergency Keys: Duplicate fire and emergency key rings shall be maintained. These keys shall be marked for identification by touch and color code so staff may have access to every part of the facility without delay during a fire, disturbance, or other crisis, and issued only in an emergency. Emergency keys shall be stored in a designated area on a red, color-coded, operational key board. Emergency keys will be checked and counted in the manner set forth in Section VI.(B) above. Armory and control center keys shall be stored outside the perimeter of the institution. At facilities using a biometric dispenser the emergency keys shall be stored in a red color coded key cabinet instead of an operational key board, Central Control will log the keys out to the responding officer without using a metal key chit.

The key control officer/designee shall check all emergency keys with their locks to ensure proper functioning on a quarterly basis, and shall document this test and its results via memorandum to the Associate Warden of Security. All emergency keys will be color-coded and identifiable by touch, and the rings shall be soldered closed. Each corresponding lock shall be color and touch coded on each side to match the appropriate key. "Clear" is not a color; color codes must be clearly distinguishable from the color of the item on which they have been placed (i.e. keys, doors, locks, etc.).

Training for all employees in regard to institutional written fire and emergency evacuation plans, including the use of emergency keys, shall be conducted in accordance with Policy #112.04.

- H. Restricted Keys: Some keys on the operational key board will be classified as restricted and only issued to certain designated persons by order of the Warden. These restricted keys, the designated holder, and the employee's chit will be stamped with the word "yellow" on one side. In facilities with Biometric Key dispensers, metal key chits are not necessary. The following institutional areas are designated as requiring restricted keys. Additional areas may be included by the Warden at each institution.

Food service stockroom/freezers
Pharmacy
Armory
Key Control
Warehouse(s) (includes Industries)
Commissary
Business Office
Maintenance
Gas Pumps
Communications Equipment Room
Emergency Power Supply Room
Hazardous Materials Storage
Tool Room(s)
Records

- I. Vehicle Keys: Vehicle keys shall only be issued to designated staff as authorized by the Warden or designee. Inmates may be authorized to use vehicle keys through written approval of the Warden/designee.



Subject: KEY CONTROL

- J. Duplication of Keys: Unauthorized possession, alteration, marking, duplication, manufacture, or impression-making of state issued institutional security and non-security keys is prohibited.

Any such incident shall be reported in writing via memorandum to the Warden. The Warden shall cause any such incident, or suspected incident, to be investigated thoroughly.

If criminal acts are involved, the offender/employee shall be referred for prosecution. Key making equipment shall be maintained in a secure area and shall be considered off limits to all inmates, and only the staff authorized by the Warden to duplicate keys shall use this equipment.

- K. Inventory of Keys: The key control officer shall inventory all keys and key blanks on a monthly basis, and submit a tally sheet of the inventory to the Associate Warden of Security, who shall sign and forward it to the Fiscal Director for acceptance and filing.
- L. Lost or Misplaced Key Chits: It shall be the responsibility of the employee assigned to the key issuance area to know the identification of persons presenting chits and accepting keys. A verbal report of missing chits shall be made immediately to the shift supervisor, with an explanation of the circumstances. A written report shall be made to the Warden/designee before a replacement chit is issued.
- M. Key Cards/Pads: Facilities that have key cards/pad systems shall establish an accountability system within their in-house policies to address when the numbering systems will be changed, who will be issued access to these systems, and what steps to take should the codes be lost, misplaced, stolen, or found in the possession of an inmate.

VII. ACA STANDARDS: 4-4222 and 4-4195.

VIII. EXPIRATION DATE: June 1, 2018.



ADMINISTRATIVE POLICIES
AND PROCEDURES
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Effective Date: June 15, 2014

Distribution: B

Supersedes: 506.03 (1/15/10)

Approved by: Derrick D. Schofield

Subject: TOOL CONTROL

- I. AUTHORITY: TCA 4-3-603 and TCA 4-3-606.
- II. PURPOSE: To establish an effective control plan to ensure that all tools used at the institution are utilized in a safe, economical, and secure manner and to ensure that accountability and responsibility for the issue, storage, receipt, and disposal of tools is established.
- III. APPLICATION: Deputy Commissioner of Operations, institutional employees, employees of the Tennessee Rehabilitative Initiative in Correction (TRICOR), and inmates.
- IV. DEFINITIONS:
 - A. Central Maintenance: A consolidated group of maintenance staff responsible for the general maintenance/upkeep of several institutional locations (Davidson County facilities only).
 - B. Class A: Hazardous tools and instruments which are most likely to be used by inmates in an attempt to escape, as a weapon, or in the manufacture of weapons.
 - C. Class B: Tools and instruments of a less hazardous nature.
 - D. Personal Possession: When an inmate has possession of a tool that is used for any purpose other than its design or when the tool is located in an area other than the area to which it was signed out.
- V. POLICY: Procedures shall be implemented at all institutions that will maintain control and accountability of all tools.
- VI. PROCEDURES:
 - A. Each Warden shall designate an employee to serve as the tool control officer and establish procedures to implement the mandates of this policy. The designated employee has the responsibility for control and accountability of all tools.
 - B. Classification of Tools: All tools shall be classified in one of two categories, Class A and/or Class B. Designation of Class A tools shall be by memorandum from the Deputy Commissioner of Operations and reviewed annually. Wardens may add to the list through local policy. The designation of "Class A" is based upon where the tool is to be issued and used. Tools designated to be Class A inside the confines of a secure prison may be Class B at an annex, minimum security facility, or outside the secure confines of a facility. Each Warden shall designate how tools are to be classified in situations or settings other than on minimum/restricted, medium, or maximum security compounds.



Subject: TOOL CONTROL

C. Tool Identification

1. The tools in each work or program area shall be marked with an identification symbol and number, identifying the department or work detail. This symbol and number shall be etched on each tool so that it may be readily identified. Color coding or similar quick identification methods may be used only as an addition to the etched marking on each tool. Care shall be taken not to duplicate numbers for the same work or program area.
2. Tools that cannot be marked without damage (such as surgical instruments, micrometers, small drill bits, etc.), shall be kept in locked storage when not in use and checked frequently by the responsible employee. Anytime the storage container is unlocked/opened, all tools within shall be counted and the count documented.
3. Personally owned arts and craft tools shall be listed on the inmate personal property inventory list; however, the storage and physical possession of these tools are restricted to areas designated by the Warden. Any such tools found in the possession of inmates outside of designated areas will be considered contraband.

D. Storage of Tools

1. All tools (except medical, designated arts and crafts areas, food services, farm and community service crew tools, and central maintenance tool boxes assigned to inmates, where applicable) shall be stored and shadowed in a designated tool room, industrial/vocational tool room, or tool cabinets. All tools shall be mounted on a shadowboard when feasible. Tools that cannot be mounted on the shadowboard will be placed on a shelf or in a drawer, etc., and a tool bin card will be utilized to maintain the inventory. When issued, the receiving employee/inmate will sign an Issue and Turn-In form, CR-2026, which must be maintained for two years.
 - a. The shadowboard background will be painted white.
 - b. Class A tools will be shadowed in red.
 - c. Class B tools will be shadowed in black.
 - d. If a tool is removed from the inventory permanently, the corresponding shadow will be removed from the shadowboard immediately.
 - e. The shadows of tools not returned during the same day they are issued (including tools on loan to other areas or institutions), shall be tagged to indicate the tools' location, the name of the employee responsible for returning the items, and the date the tool was loaned out. Any tool signed out for more than 30 days shall be evaluated by the tool control officer for permanent transfer to the appropriate area.



Subject: TOOL CONTROL

2. Tool kits, tool trailers, boxes, or pouches shall include an itemized inventory of the tools contained therein. An inventory of the contents will be displayed on the appropriate section of the respective tool shadowboard. The contents of these containers will be determined by each institution Warden/designee based on recommendations from facility maintenance staff.
 3. Any tool which could easily facilitate a breach of the perimeter, (i.e. hacksaw blades, files, ladders, welding or acetylene torches, cutting heads, bolt cutters, and come-alongs) shall be stored outside the perimeter of a secure institution. The Warden at a centralized maintenance location shall designate storage locations for these items. When needed, these items shall be issued by the work supervisor or designee. These items may be stored in a tool box containing an inventory of the items within a double locked storage area.
 4. Shovels, rakes, and similar items shall be stored on a shadowboard rack. A numerical system will be used on the storage rack indicating the number of tools with a corresponding number on each tool for identification.
 5. When it becomes necessary for an employee (other than those assigned the tool room responsibility) to enter and remove tools from a tool room after normal working hours, a security supervisor must be present and written notification of such entries shall be submitted to the Associate Warden of Security (AWS). A signed list of all tools removed shall be submitted to the central tool room officer.
 6. When all emery wheels, belt/drum sanders, table saws, grinders, and band saws are not in use, they shall either be secured by a security mechanism that is locked with a cover and padlock or the power source shall have a cage/lock box placed around the disconnect to prevent unauthorized usage (except where a machine is already equipped with a keyed lockout system unit).
- E. Supervision of Inmates in Possession of Class A and B Tools:
1. Within a Secure and Confined Perimeter:
 - a. Staff must be in the general work area at all times when tools are used by inmates. All tools must be accounted for before inmates leave the work site at mealtime, at the end of each shift, when specific work details are completed, or any other time a work site is vacated.
 - b. Constant direct visual observation must be maintained by staff when Class A tools are used and the egress is not monitored and controlled by staff.
 - c. Direct visual observation must be on an intermittent basis in all locations where the egress is monitored and controlled by staff utilizing a metal detector.
 2. Outside a Secure and Confined Perimeter: Inmates must be supervised by staff on an intermittent basis. All tools must be accounted for before inmates leave the work site at mealtime, at the end of each shift, when specific work details are completed, or any other time a work site is vacated.



Subject: TOOL CONTROL

3. Employees whose actions or failure to act result in an inmate gaining unauthorized personal possession of a Class A or B tool may be subject to a charge of gross misconduct.

F. Disposition of Tools

1. Broken or worn-out tools shall be removed from service and deleted weekly from the inventory by the tool control officer. If the removed tool is not going to be replaced, the shadowboard shall be adjusted accordingly.
2. Tools determined to be in excess of the number required for any given department or work detail shall be returned to the designated tool control officer for secure storage pending reissue or disposition.
3. Each department shall be routinely inventoried. Caution should be used to maintain tool inventories at the most efficient operating level.
4. All pieces of broken metal cutting blades (hacksaws, metal cutting band saw, jigsaw, and all saw blades) and files shall be collected prior to issuing a replacement blade or file. Missing blade pieces of usable length shall be treated as lost tools if inside and outside (work crew areas) the secure perimeter of a facility.

G. Tool Inventories

1. The maintenance of an inventory in each department is the dual responsibility of the tool control officer and respective work supervisors. Copies of all Tool Inventory forms, CR-2353s, shall be submitted to the AWS for review and returned to the tool control officer for filing. These records shall be retained for three years. The removal of tools from the inventory will be recorded on a Removal from Inventory form, CR-2352. Transfers of tools from one area to another will be recorded on a Transfer of Tools form, CR-2351.
2. At a minimum, twice daily checks of tools shall be made by the work supervisor of his/her respective tool inventory and recorded on a Record of Twice Daily Tool Checks, CR-3551, in accordance with Section VI.(E) of this policy. This form will be signed by the work supervisor and forwarded to the tool control officer at the end of each week. The form will be maintained on file for a period of one year. Any lost tool will be reported to the AWS and tool control officer on a Loss of Tools and/or Hazardous Substances form, CR-2236, immediately after the tool is discovered to be missing.
3. A monthly tool audit will be conducted by the tool control officer. This audit shall verify inventories, markings, policy compliance, and secure storage of tools. The tool control officer and area supervisor shall complete the Tool Inventory form, CR-2353; on a monthly basis and cross reference the master inventory list for accuracy. A summary report shall be forwarded to the AWS. The report shall include deficiencies, if any, and corrections or changes to the inventory. As directed by the Warden, any deficiencies shall be investigated and appropriate action taken.



Subject: TOOL CONTROL

H. Issuing Tools

1. All tools issued inside a secure and confined perimeter shall be issued by the assigned tool control officer/employee designee. Inmates classified minimum direct or below may issue Class B tools outside the secure perimeter of the facility.
2. All area Tool Inventory forms, CR-2353s, will reflect an accurate and up-to-date listing of tools assigned to the area.
3. The work supervisor shall require the signature of the employee/inmate receiving any tool issued on the Tool Control Issue and Turn-In form, CR-2026.
4. All ladders and scaffolding are considered Class A tools within the secure confines of the institution. These tools shall be stored outside the perimeter of the institution. If scaffolding is to be left on the job site overnight, a prior request in writing must be approved by the Warden/AWS. The request shall state where the scaffolding is located and describe how and to what it is to be secured. A chain will be looped around each section of scaffolding and padlocked to a stationary object in the area. Walk boards shall be removed from the perimeter.
5. In institutions where tool boxes are issued to inmates rather than to employees within a secure perimeter, every tool will be accounted for each time the tool box is returned. Each tool box shall be locked with two padlocks. The inmate worker is allowed to possess a key for one lock. Designated staff at the inmate's work area will maintain a key to the second lock. Both locks will be in the locked position when the inmate worker is not on a job or is between work sites.

I. Health Services - Surgical, dental, and other medical tools, supplies, equipment, and materials shall be maintained in the safest manner possible in keeping with medical, state, and local standards of infection control practice. Health care tools and supplies of a hazardous nature shall be maintained in a locked storage area or container.

1. Reserve stock of hypodermic needles and syringes shall be kept in a restricted, locked, and secure area designated by the Warden. An accurate and current inventory shall be maintained.
2. A perpetual inventory of the daily use "working stock" syringes and hypodermic needles issued and used shall be maintained by the health administrator/designee. The tool control officer shall be responsible for conducting quarterly verification of the perpetual and stock inventory.
3. Used, disposable syringes, needles, and other disposable sharp instruments shall be disposed of in accordance with applicable state and local health department standards and guidelines of infection control practice.



Subject: TOOL CONTROL

- J. Food Services - Class A culinary tools as used by the food service department shall be stored in a steel tool cabinet equipped with a shadowboard and a secure locking device. This box/cabinet shall be anchored to the wall in a fixed and easily visible location. All hazardous tools shall be marked with the food service identification symbol. All long shaft table can openers will have a hole drilled in the end of the shaft to allow for a padlock to be placed which will secure this tool to the work station. When not in use, this tool shall be stored in the Class A tool cabinet.

The Class A tools which may be stored in the food service area are those necessary to complete the menus. All reserve stock shall be stored in a secure area outside the perimeter with a proper inventory maintained and issued as required.

- K. Arts and Crafts - Facility owned tools used in arts and crafts shall be stored at a central location in a locked metal cabinet within the area where the hobby craft work is being performed. Inmate-owned tools may be stored in this or other location(s) as designated by the Warden. The Warden shall designate an employee to account for all inmate-owned tools at least weekly. A memo outlining the findings of the inventory shall be submitted to the tool control officer with a copy forwarded to the AWS. Inventories shall be maintained for one calendar year.
- L. Freeworld Contractor Tools - All freeworld contractor tools will be accounted for and inventoried when used within the secure perimeter of a correctional facility. Itemized inventories of all freeworld tools shall be conducted by checkpoint/sallyport staff prior to entering the security perimeter of any facility. Escorting security staff will be responsible for ensuring that proper supervision of these tools is maintained at all times as per Section VI.(E)(1) of this policy. Upon exiting the perimeter, checkpoint/sallyport staff shall check the contractor tools against the inventory to ensure all tools are present and accounted for. All freeworld contractors working outside the secure perimeter will be monitored by staff to ensure all tools are accounted for prior to vacating the work area.
- M. Copies of purchase requests for tools shall be routed through the tool control officer and Warden of the respective institutions to which the tool is to be permanently assigned. When tools are received by TRICOR employees on site, the plant/farm manager/designee shall notify the institutional tool control officer and arrange a time and place to process the received order. The tool control officer will mark the tools and add them to the master inventory after verifying them against the receiving report/invoice (to be provided by the TRICOR staff member). This process shall be accomplished as soon as possible but no later than two business days after receipt of tools. In the event an emergency need exists for the usage of a newly received tool, the tool control officer will be notified so the process can be accomplished immediately.

VII. ACA STANDARDS: 4-4196.

VIII. EXPIRATION DATE: June 15, 2017.



TENNESSEE DEPARTMENT OF CORRECTION
REMOVAL FROM INVENTORY

INSTITUTION

DATE

LOCATION: _____

CLASS (check one)

A

B

(Description of Item) Has been removed from my inventory for the following reasons:

(Breakage, outdated, reported loss, etc.)

Disposition of all tools taken from inventory: _____

Reporting Officials' Title



TENNESSEE DEPARTMENT OF CORRECTION
REMOVAL FROM INVENTORY

INSTITUTION

DATE

LOCATION: _____

CLASS (check one)

A

B

(Description of Item) Has been removed from my inventory for the following reasons:

(Breakage, outdated, reported loss, etc.)

Disposition of all tools taken from inventory: _____

Reporting Officials' Title



**TENNESSEE DEPARTMENT OF CORRECTION
LOSS OF TOOLS AND/OR HAZARDOUS SUBSTANCES**

INSTITUTION: _____

LOCATION: _____

CLASS: A B
(check one)

EMPLOYEE DISCOVERING LOSS: _____

EMPLOYEE RESPONSIBLE FOR ITEM(S): _____

DATE AND TIME LOSS DISCOVERED: _____ REPORTED: _____

PLACE LOSS OCCURRED: _____

QUANTITY AND DESCRIPTION OF ITEM(S) LOST: _____

CIRCUMSTANCES SURROUNDING LOSS: _____

ACTION TAKEN TO RECOVER LOST ITEMS(S): _____

ITEM(S) RECOVERED: _____

SIGNATURE OF REPORTING EMPLOYEE



ADMINISTRATIVE POLICIES
AND PROCEDURES
State of Tennessee
Department of Correction

Index #: 506.16

Page 1 of 11

Effective Date: July 15, 2014

Distribution: B

Supersedes: 506.16 (2/15/10)
PCN 13-15 (4/15/13)

Approved by: Derrick D. Schofield

Subject: LIVING CONDITIONS FOR SEGREGATED INMATES

- I. AUTHORITY: TCA 4-3-603, TCA 4-3-606; and Prison Rape Elimination Act of 2003 Standard 115.13(g).
- II. PURPOSE: To provide guidelines governing the living conditions of inmates segregated from the general population.
- III. APPLICATION: Deputy Commissioner of Operations, institutional employees, privately managed facilities, and inmates, excluding any offender assigned to and actively participating in a Special Alternative Incarceration Unit (SAIU) program or the Parole/Probation Violators program.
- IV. DEFINITIONS:
 - A. Administrative Segregation: The purposeful separation of inmates believed to be a threat to the security of the institution, the welfare of staff, or to other inmates.
 - B. Commissioner's Designee (CD): TDOC employee(s) authorized by the Commissioner to serve as the approving authority for specific actions occurring at privately managed facilities. In the absence of the CD, the contract monitor (CM) assigned to that facility will serve that function. In the absence of both the CD and CM at privately managed facilities, the necessary notification/request for authorization will be made by telephone to the CD. If the CD is not reachable via phone, the CM will be contacted. If both the CD and CM are unavailable by telephone, the ranking shift officer at Turney Center Industrial Complex (TCIX) shall be contacted for required authorizations or notifications.
 - C. Mandatory Segregation: Assignment to maximum security housing of those inmates committed to the department under the sentence of death or unsentenced individuals placed in the physical custody of the department by court order for safekeeping.
 - D. Protective Custody: Separation of inmates from the general population for the purpose of providing a level of safety for inmates requiring such.
 - E. Punitive Segregation: The confining of an inmate as a result of a disciplinary conviction, for no longer than 30 days, as punishment for the commission of an infraction.
 - F. Safekeeping: The status of inmates who are confined under mandatory segregation to a TDOC institution and who have not been adjudicated and/or formally sentenced.
 - G. Segregation: The purposeful separation of inmates from the general inmate population in confinement or housing where measures are taken to provide maximum security and/or to control their circumstances or circumscribe their freedom. This general status is for either punitive or administrative reasons.



Subject: LIVING CONDITIONS FOR SEGREGATED INMATES

- H. Specialized Housing Unit (SHU): A segregated housing unit designated for the placement of specifically identified high risk inmates within the TDOC.
- I. Transients: Inmates who are temporarily (not exceeding 14 days) in the in-house count of a receiving institution and in the assigned count of a sending institution.
- V. POLICY: Living conditions of segregated inmates shall be approximate to those of the general population and their rights and privileges shall not be limited to any further extent than is necessary for their own well-being and for the good order of the institution.
- VI. PROCEDURES:
- A. Housing Provisions
1. All segregated inmates, according to their status, shall be separated by cells from each other and other general population inmates. (See Policy #506.14) Segregated inmates should be able to converse with other segregated inmates in the same unit.
 2. Punitive segregation inmates from general population may be housed in any unit at any location, unless otherwise prohibited by this policy. Inmates assigned to administrative segregation (AS) may not be reassigned to a unit with a lower security designation in order to serve punitive segregation time.
 - a. Punitive segregation inmates may be single-celled or selectively double-celled with another punitive segregation inmate.
 - b. If punitive segregation inmates are housed in maximum security units, they shall be maintained, programmed safely, and separate from those on AS status.
 3. If an inmate in segregation status is deprived of any authorized item or activity, a report of the deprived item or activity shall be immediately prepared and forwarded to the Deputy Warden, Associate Warden of Operations, or shift captain. At privately managed facilities, a copy of the report shall be forwarded to the assistant Warden and/or Chief of Security, with a copy forwarded to the Commissioner's designee, for review and approval no later than the next business day. In all instances, a copy shall be placed in the inmate's institutional record.
 4. All safekeeper inmates shall be maintained within the same guidelines of all segregated inmates.
- B. Health and Hygiene Provisions
1. Adequate ventilation, heat, and lighting shall be provided. The units and cells shall be cleaned daily and maintained in a sanitary condition.
 2. Doors to the cells of segregated inmates should be equipped with a service window/flap at mid-level for the passing in and out of food trays and other necessities. Under no circumstances shall food trays or medicine be passed under the bottom frame of the cell door to the inmate.



Subject: LIVING CONDITIONS FOR SEGREGATED INMATES

3. Inmates on segregation shall be afforded the following on a daily basis, except where noted:
 - a. Access to medical/nursing staff and prescribed medication. (See Policy #113.31)
 - b. Opportunity to shower/bathe/shave three times weekly (Monday, Wednesday, Friday or Tuesday, Thursday, and Saturday) and have access to barber and hair care services as needed. Inmates on razor restriction may have their beards and/or mustaches trimmed as approved by the Warden. Inmates who have been classified as maximum custody, mental health LOC IV and above, or under sentence of death (Level C) will be permanently razor restricted and will only be allowed a clipper shave through barber and hair care service. No type of scissors shall be used. Inmates are not allowed to possess personal or state issued razors. Inmates under sentence of death with a Level of A or B will be allowed razors as outlined in the local RMSI policy.
 - c. Restraints shall be utilized as stated in Section VI.(C)(1).
 - d. Meals of the same content as the general population
 - (1) The food shall be served hot or cold as appropriate.
 - (2) The food shall be served with palatable appearance.
 - (3) Inmates in segregation shall be allowed to choose the alternate entrée for each day's menu, but must do so on the designated day once per week for the upcoming seven-day period.
 - (4) Diet jelly and syrup may be substituted for regular.
 - (5) Plastic serving utensils and trays will be used.
 - (6) Styrofoam trays may be used when an inmate is assaultive.
 - e. Should the behavior of an inmate be of a nature that serving utensils cannot be issued without jeopardizing the safety and security of institutional personnel and inmates, the Warden/designee/CD at privately managed facilities or in his/her absence the shift supervisor, may order the serving of finger foods for a time period not to exceed three days. Should the shift supervisor, in the absence of the Warden/designee/CD, authorize the serving of finger foods, the Warden/designee/CD will sign the order the next business day following the authorization.
 - (1) Finger foods will be accordance with those items listed on the approved finger food master menu.



Subject: LIVING CONDITIONS FOR SEGREGATED INMATES

- (2) The Warden/designee/CD must make this order in writing with a copy placed in the Volume II, Section III, of the inmate's institutional record. The Health Administrator/designee will review and approve the order to ensure there are no existing health problems that contradict use of the diet.
 - (3) The order must specify the date(s) on which finger foods will be served and the reason for this action.
 - (4) Should the Warden determine that the inmate's behavior requires the serving of finger foods beyond the three day time period, the Deputy Commissioner of Operations will be contacted for approval to extend this restriction.
4. Inmates on segregation shall be afforded exercise periods as follows:
- a. Segregated inmates shall be afforded an exercise period five days per week (Monday through Friday) commencing on the first day following their placement, with the following exceptions:
 - (1) If the behavior of the inmate is judged by the Warden to be dangerous or unmanageable, the Warden may order that the daily exercise period not be granted for a period of time not to exceed 30 days. At privately managed facilities, prior approval of the CD is required.
 - (a) The Warden/CD must make the order in writing with a copy placed in the inmate's institutional record.
 - (b) The order must specify the date(s) on which the exercise period is to be withheld and state the reasons for the action.
 - (2) In no event may the segregated inmate be held longer than 30 consecutive days without being afforded an exercise period unless authorized according to #3 below.
 - (3) If the Warden judges that the inmate's behavior continues to be dangerous or unmanageable, he/she may, with the written approval of the Deputy Commissioner of Operations, repeat the action outlined in Section VI.(B)(4)(a)(1) above.
 - (4) When an inmate on AS status is transferred from one facility to another, exercising will begin on the next weekday following his/her arrival.
 - b. Exercise periods shall be according to the following:
 - (1) Inmates shall be taken to a secure outside exercise yard for one hour, weather and other circumstances permitting.



Subject: LIVING CONDITIONS FOR SEGREGATED INMATES

(2) Inmates should be taken to a secure hallway or day-room for one hour during inclement weather or if other circumstances preclude use of an outdoor exercise yard.

5. Bedding/linens shall be provided of like kind and in like quantity with that provided the general inmate population.
6. Laundry services for the provision of clean bedding and clothing shall be provided commensurate with that provided the general population.

C. Use of Restraints

1. Administrative Segregation: Restraints shall be double locked when placed on administratively segregated inmates prior to being released from their cell. Handcuffs will be applied with the hands behind the inmate's back, leg irons applied, and tether utilized per the facility post orders. This requirement shall apply to movement either within or outside the unit when there is direct face-to-face contact by the inmate and anyone else. Once the inmate is within the secure confines of an exercise yard or shower, the restraints may be removed for the duration of the activity. Upon completion of the exercise period or shower, the restraints shall once again be placed on the inmate until properly secured in his/her cell. If it is determined that an inmate has the need to have his hands available for signature on a document or for medical treatment, handcuffs may be applied in the front but only with the use of a waist chain.
2. Punitive segregation: Inmates on punitive segregation will not routinely be restrained when released from their cells. The Warden/designee may, however, require the application of restraints as indicated in Section VI. (C)(1) above. When this occurs at privately managed facilities, a memorandum shall be forwarded to the CD within the next business day detailing the need for restraints and the actions taken.
3. When the building is being evacuated due to fire or other emergency cuffing is mandatory unless extreme conditions dictate another decision.
4. Inmates approved by the Warden for a job assignment within the unit may be restrained with leg irons only when performing the duties of their assigned job.

D. Personal Property

1. At the time of placement in segregation, the inmate's personal property must be inventoried and stored, as appropriate. The property of punitive segregation inmates may be stored by the institution until their release to general population. Punitive segregation inmates shall not be allowed to have any personal property in their possession except:
 - a. State issue outer clothing
 - b. Personal nightwear



Subject: LIVING CONDITIONS FOR SEGREGATED INMATES

- c. Towel, washcloth, underwear, bar soap, comb, toothbrush, toothpaste, deodorant, toilet paper, facial tissues, and shampoo, and sanitary napkins for females. [Razors will be issued as needed but must meet the directives of VI.(B)(3)(b) above]
 - d. Personal jewelry, i.e., watch, wedding band, etc.
 - e. Writing materials, i.e., pencils, paper, envelopes, and stamps
 - f. Correspondence in their possession at the time punitive segregation is initiated or received during segregation time
 - g. Medication in their possession (both prescribed and over-the-counter) at the time punitive segregation is initiated or when prescribed during segregation time
 - h. Religious reading material
 - i. Legal materials (does not include typewriter).
2. Inmates in protective custody and pending investigation status are allowed property commensurate with the general population. Inmates on administrative segregation status will be allowed property commensurate with the general population except those items restricted on the Inmate Personal Property memorandum published by the commissioner. (See Policy #504.01) Personal hygiene items (e.g., toothpaste, shampoo, hair care products, liquid soap, bar soap, shaving gel, deodorant, etc.) must be of a clear, see-through type available from the institutional commissary. Only safety angle mini-toothbrushes will be permitted.
 3. Segregation inmates shall be limited to a total bulk of permitted property, including any state issue, of six cubic feet. Property not permitted to AS inmates must be disposed of according to Policy #504.02. Further restrictions on personal property may be approved by the Warden. At privately managed facilities, the CD shall be notified by memorandum of any restrictions by the next business day for review and approval. Inmates assigned to the SHU may have additional property restrictions.
 4. The property of inmates being segregated shall be searched, inventoried, stored, and disposed of in accordance with Policy #504.02 by staff before the property leaves the sending unit, the transfer of property is to occur within eight hours of the inmate's segregation placement.
- E. Activity and Privilege Access
1. Visitation



Subject: LIVING CONDITIONS FOR SEGREGATED INMATES

- a. Punitively segregated inmates may be allowed visits at the Warden's discretion. These inmates may visit in an area within the unit or as scheduled with the general population. Institutional policy or procedures shall also establish visitation guidelines for protective custody inmates.
 - b. For security reasons, administrative segregation inmates (excluding inmates under sentence of death) and safekeeping inmates shall not be allowed to receive visits from anyone except immediate family, attorneys, and ministers. Visitation shall be in accordance with the guidelines established in Policies #507.01 and #507.01.1. Inmates assigned to the TDOC for safekeeping as of June 1, 2001, shall be allowed to visit with others on their approved list; however, no new visitors who are not family members may be added. If non-family visitors are suspended or removed from the visitation list in accordance with Policy #507.01, they shall not be allowed to be added back to the approved visitation list.
 - c. For security reasons, mandatory administrative segregation inmates shall be allowed to visit according to a schedule and in a place designated by the Warden.
2. Segregated inmates' access to attorneys and the courts shall be governed by the guidelines set forth in Policies #105.09 and #501.02. Inmates of privately managed facilities shall be governed by Corrections Corporation of America (CCA) Policy #14-8. State-operated and privately managed facilities shall develop local procedures to allow legal assistance by other inmates for segregated inmates.
 3. Telephone access for segregated inmates shall be a 30 minute local or long distance call scheduled as follows:
 - a. Punitive - as necessary on a limited basis at the discretion of the Warden/designee, except for telephone calls to the inmate's attorney of record
 - b. All other classes of segregated inmates - at least once each calendar month
 - c. Transients - at least once each seven days
 4. Commissary access shall be restricted as follows:
 - a. Punitive segregation inmates shall be limited to the following items: personal hygiene items, writing materials, and stamps.
 - b. All other segregated inmates shall be permitted to make purchases from the commissary once each week.
 - c. Inmates assigned to the SHU may be subject to additional commissary restrictions.
 5. Mail privileges for segregated inmates shall be according to Policy #507.02.



Subject: LIVING CONDITIONS FOR SEGREGATED INMATES

6. Within 24 hours of placement, inmates assigned to segregation shall be oriented to their living conditions as appropriate. The orientation shall include, but not be limited to, access to health, hygiene, and meals, procedures for job assignments, etc.
 - a. A written information packet is acceptable provided the inmate clearly understands the information presented and has an opportunity to receive answers to questions.
 - b. Receipt of the orientation shall be documented by inmate/staff signatures on Orientation Acknowledgement, CR-2110. An inmate representative is not required for segregation orientation.
 - c. Any inmate who has received segregation orientation at the same institution within the past 12 months shall not be required to receive a second orientation.
7. Inmate publications may be distributed to segregated inmates, excluding those in punitive segregation.
8. Inmates in segregation may be provided with individual academic study packets or be allowed to take a correspondence course, as institutional resources will permit and at the discretion of the Warden. (See Policy #117.01.1) Privately managed facilities shall follow the corporate policy regarding individual academic study packets for segregated inmates.
9. Administrative segregation, mandatory segregation, and protective custody inmates may be given limited job assignments, if eligible and at the discretion of the Warden pursuant to Policy #505.07.
10. Each inmate on segregation status shall be paid according to the pay scales specified in Policy #504.04.
11. Access to counseling and mental health staff shall be provided to all segregated inmates pursuant to procedures developed by the Warden.
12. Access to chaplains and religious programs shall be provided to segregated inmates pursuant to Policy #118.01.
13. Access to library services shall be provided to segregated inmates pursuant to Policy #509.01. (Privately managed facilities shall follow mandates of TDOC approved CCA Policy regarding access to library services). Inmates in punitive segregation shall only be permitted to access legal, religious study library materials, and educational material pertaining to teacher-issued assignments.
14. Segregated inmates may have visits with another inmate, designated by the Warden, to provide assistance in legal matters pursuant to Policy #501.04. The time and location of these visits shall be scheduled by the Warden/designee. No more than two visits for each inmate confined in the unit per week shall be scheduled. A maximum of two inmates may be designated to visit inmates in segregation for the purpose of providing legal assistance.



Subject: LIVING CONDITIONS FOR SEGREGATED INMATES

15. Administrative segregation inmates shall be scheduled for hearings before the administrative review panel in compliance with Policy #404.10.
16. Segregated inmates shall have access to the inmate grievance process pursuant to Policy #501.01.

F. Documentation:

1. On all units/pods where segregated inmates are housed, a permanently bound log shall be maintained.
 - a. Entries in the log shall be made by the officer on the post of each shift.
 - b. The shift commander/unit manager or designee shall conduct unannounced rounds of inmate living and activity areas at least once during his/her shift for the purpose of detecting deficiencies and breaches of security to identify and to deter sexual abuse and sexual harassment of inmates. Members of the unit team, counselors, teachers, and other members of the program staff shall be available upon request. All staff members and official visitors who visit the housing units shall make an entry in the unit log. When there is significant interaction with a specific inmate, an entry will be made on the Segregation Unit Record, CR-2857, and the purpose of the contact shall also be entered on Contact Notes (LCDG).
2. On all units where segregated inmates are housed, a CR-2857 shall be maintained for each individual inmate for the duration of time in segregation. Once the form is complete or the inmate is released from segregation, it shall be filed as designated by the Warden and retained at the institution for no less than three years.
3. The mandates of this policy and all other instructions regarding the management of segregated inmates shall be included in the post orders of the correctional officers assigned to the unit(s) where the segregated inmates are housed.
4. All segregated units/pods shall be monitored on an irregular basis at least every 30 minutes. Documentation of these checks shall be documented in the unit/pod log book record sheet.

VII. ACA STANDARDS: 4-4249, 4-4257, 4-4258, 4-4260 through 4-4273, and 4-4320.

VIII. EXPIRATION DATE: July 15, 2017.



TENNESSEE DEPARTMENT OF CORRECTION
ORIENTATION ACKNOWLEDGMENT

INSTITUTION

OFFENDER NAME: _____

TDOC#: _____

I have completed the orientation program/unit of this institution. I have been advised of the programs, activities and privileges available to me.

I have been issued a copy of:

- TDOC INMATE RULES AND REGULATIONS
- INSTITUTIONAL RULES AND REGULATIONS
- SPECIFIC UNIT RULES AND REGULATIONS (*CHECK ONLY IF APPLICABLE*)
- PRISON RAPE ELIMINATION ACT (PREA) INFORMATION

I have been issued a revised copy of:

- TDOC INMATE RULES AND REGULATIONS
- INSTITUTIONAL RULES AND REGULATIONS
- SPECIFIC UNIT RULES AND REGULATIONS (*CHECK ONLY IF APPLICABLE*)

I have viewed:

- VIDEO PREA INFORMATION PROVIDED DURING ORIENTATION
- ADDITIONAL VIDEO PREA INFORMATION AT RECEIVING INSTITUTION

Offender Signature	Date
Offender Representative	Date
Correctional Counselor	Date
Classification Coordinator	Date
Clinical Service Designee	Date
Associate Warden of Treatment/Chief Counselor	Date



TENNESSEE DEPARTMENT OF CORRECTION SEGREGATION UNIT RECORD

INSTITUTION

INMATE NAME: _____ TDOC NUMBER: _____ CELL: _____

TYPE OF SEGREGATION (Circle One):

ADMINISTRATIVE

MANDATORY

PUNITIVE

PH

PI

DATE RECEIVED: _____

DATE RELEASED: _____

IF PUNITIVE: CHARGE _____

PUNITIVE TIME _____

PERTINENT INFORMATION (Examples: Epileptic, Diabetic, Suicidal, Assaultive, etc.) _____

DATE	SHIFT	SHIFT OFFICER SIGNATURE	B	D	S	SHO	SHA	TIME EXERCISE	MEDICAL STAFF SIGNATURE	SUPERVISOR SIGNATURE	COMMENTS
SUN	1 st										
	2 nd										
	3 rd										
MON	1 st										
	2 nd										
	3 rd										
TUE	1 st										
	2 nd										
	3 rd										
WED	1 st										
	2 nd										
	3 rd										
THUR	1 st										
	2 nd										
	3 rd										
FRI	1 st										
	2 nd										
	3 rd										
SAT	1 st										
	2 nd										
	3 rd										

Meals/Shower/Shave: Yes (Y) No (N) Refused (R)

Exercise: Enter actual time period (i.e., 9:30 IN/10:00 OUT)

Medical Staff: Will sign the segregation log each shift and the record sheet each time the inmate is seen.



DATE	SHIFT	SHIFT OFFICER SIGNATURE	B	D	S	SHO	SHA	TIME EXERCISE	MEDICAL STAFF SIGNATURE	SUPERVISOR SIGNATURE	COMMENTS
SUN	1 st										
	2 nd										
	3 rd										
MON	1 st										
	2 nd										
	3 rd										
TUE	1 st										
	2 nd										
	3 rd										
WED	1 st										
	2 nd										
	3 rd										
THUR	1 st										
	2 nd										
	3 rd										
FRI	1 st										
	2 nd										
	3 rd										
SAT	1 st										
	2 nd										
	3 rd										

Meals/Shower/Shave: Yes (Y) No (N) Refused (R)

Exercise: Enter actual time period (i.e., 9:30 IN/10:00 OUT)

Medical Staff: Will sign the segregation log each shift and the record sheet each time the inmate is seen.

REMARKS:



ADMINISTRATIVE POLICIES
AND PROCEDURES
State of Tennessee
Department of Correction

Index #: 506.16

Page 1 of 1

Effective Date: December 1, 2014

Distribution: B

Supersedes: N/A

Approved by: Derrick D. Schofield

Subject: LIVING CONDITIONS FOR SEGREGATED INMATES

POLICY CHANGE NOTICE 14-44

INSTRUCTIONS:

Please change Section VI.(B)(3)(d)(3) to read as follows:

“3. Therapeutic and Religious diets shall be available to inmates in segregation when requested.”



ADMINISTRATIVE POLICIES
AND PROCEDURES
State of Tennessee
Department of Correction

Index #: 506.24

Page 1 of 6

Effective Date: January 15, 2014

Distribution: B

Supersedes: 506.24 (3/15/10)

Approved by: Derrick D. Schofield

Subject: PROVISION AND MAINTENANCE OF NON-SECURITY UNIFORMS

- I. AUTHORITY: TCA 4-3-603 and TCA 4-3-606.
- II. PURPOSE: To provide guidelines for the issuance, wearing, and maintenance of uniforms to non-security personnel.
- III. APPLICATION: To the Deputy Commissioner of Operations, all non-security employees who are required to wear uniforms, and employees of the Tennessee Rehabilitative Initiative in Correction (TRICOR).
- IV. DEFINITIONS: None.
- V. POLICY: The Tennessee Department of Correction (TDOC) shall enforce acceptable standards for the issuance, wearing, and maintenance of uniforms by non-security employees.
- VI. PROCEDURES:
 - A. TRICOR staff will warehouse and distribute uniforms at the Tennessee Correction Academy (TCA) from the TRICOR Distribution Center (TDC) when employees are on site for pre-service or specialty training. Uniforms for staff not attending the TCA for training will be sent directly to the institution for distribution.
 - B. Name tags and institutional ID badges indicating the employee's name, etc., shall be issued by the institution.
 - C. Uniform Issue:
 1. Food Service Uniforms:
 - a. The standard items issued shall be as follows:
 - (1) Four white uniform style, permanent press, poly/cotton, short-sleeved shirts, and an issue of two per year thereafter
 - (2) Four pair dark green, permanent press pants, and an issue of two per year thereafter (white pants for TCA staff)
 - (3) One pair black leather oxford support, rubber-soled, low-heeled shoes per year



Subject: PROVISION AND MAINTENANCE OF NON-SECURITY UNIFORMS

- (4) One coat/jacket
 - b. Hair nets, beard guards, and/or cello-caps shall be provided as needed by the institution or academy.
 - c. Food service managers and assistant food service managers may wear business attire (including neck tie for males) or food service uniforms.
 - d. If a belt is worn with the uniform, it should be plain black with a buckle no more than three inches in diameter. If suspenders are worn, they should be a solid dark color.
2. Health Service Uniforms
 - a. The standard items issued to nursing staff (including RNs, LPNs, aides, dental hygienists, dental assistants, and X-ray technicians) shall be as follows:
 - (1) Four one or two piece scrub apparel made of static, soil, wrinkle, and transparency resistant fabric, and an issue of two per year thereafter
 - (2) Two long-sleeved, three-quarter clinic matching (clinical warm up) jackets
 - (3) One pair white or matching clinic shoes
 - b. Two white clinic/lab jackets shall be issued to all other medical staff (i.e., nurse practitioners, physician assistants, etc.) involved in direct patient care and are to be worn over business attire.
 - c. The health administrator shall wear business attire.

Optional - registered nurse health administrators whose responsibilities include clinical nursing functions may elect to wear the same uniform attire designated for registered nurses.
 - d. Staff member's name, professional title, and institutional ID badge shall be visible at all times and are to be pinned above the left pocket of the uniform/lab jacket or business attire.
 - e. Professional school pins, professional certification pins, and service pins shall be pinned to the upper left side of uniform/lab jacket pocket.
3. Maintenance, Warehouse, Water and Waste Treatment Uniforms
 - a. The clothing issued to maintenance, warehouse, ~~and~~ water, and waste treatment workers shall be as follows:



Subject: PROVISION AND MAINTENANCE OF NON-SECURITY UNIFORMS

- (1) Four medium green, permanent press, poly/cotton, short-sleeved work shirts, and an issue of two per year thereafter
 - (2) Four pairs of dark green, permanent press, poly/cotton work pants, and an issue of two per year thereafter
 - (3) One pair of black safety shoes or boots per year
 - (4) One coat/jacket
- b. Each facility will be responsible for providing protective clothing as needed.
- c. If a belt is worn with the uniform, it should be plain black with a buckle no more than three inches in diameter. If suspenders are worn, they should be a solid dark color.

D. Uniform Dress Code

1. Employees are expected to maintain the uniforms in clean condition and good repair.
2. The uniforms provided to employees are to be worn during the course of employment. The uniforms and accessories are not to be worn off duty, unless in direct transit to and from work. Any employee wearing his/her uniform or any part thereof while not on duty will be subject to disciplinary action.
3. The TDOC shoulder patches shall be fastened one inch below the shoulder sleeve seam on both sleeves of all shirts.
4. In addition to the patches, only the following insignia worn on the right breast pocket are appropriate for uniform dress. See the exception for health care professionals in Sections VI.(C)(2)(d) and (e).
 - a. The EMT certification pin shall be worn on the left corner of the pocket flap.
 - b. The CPR certification pin shall be worn on the right corner of the pocket flap.
 - c. Name tags showing the employee's name and institution's initials shall be worn to overlap the seam of the right shirt pocket. Silver tags shall be issued to non-security employees.
 - d. Anyone who wears an insignia approved by this policy as part of their uniform must remove it within five working days after termination of the membership or certification.
 - e. (Optional) "Service since" tags may be attached to name plates.



Subject: PROVISION AND MAINTENANCE OF NON-SECURITY UNIFORMS

6. Employees who transfer to another TDOC facility shall take all standard issue clothing/items with them, except facility ID badges. Optional clothing items shall be retained by the institution. TDC shall be notified of any employee transfers before they occur.

F. Notification of Uniform Replacement and/or New Issue:

1. The Warden/designee shall be responsible for notifying the TDC of all new standard issue and/or replacement of uniforms as needed.
2. The names of new employees, except TRICOR and contracted health services, will be submitted to the TDC before the employee attends pre-service training.
3. All uniform articles being exchanged due to damage or wear and tear must be laundered prior to time for return to the TDC. The Warden/designee must agree that used uniforms are no longer serviceable before they are replaced.
4. The deliberate destruction, improper care, or unsightly appearance of state-issued uniform items shall be cause for disciplinary action against an employee for careless, negligent, or improper use of state property. [Rules of Tennessee Department of Human Resources 1120-10-.06(3)]

- G. Optional Items: Any additional uniform items are assigned at the Warden's/Superintendent's discretion.

VII. ACA STANDARDS: 4-4065.

VIII. EXPIRATION DATE: January 15, 2017.



**TENNESSEE DEPARTMENT OF FINANCE AND ADMINISTRATION
PAYROLL DEDUCTION AUTHORIZATION**

DEPARTMENT/AGENCY _____

EMPLOYEE NAME: _____

EDISON EMPLOYEE ID#: _____

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 and property in good condition (with the exception of normal wear) or funds to my immediate supervisor or fiscal/payroll officer within three (3) business days of my agency's request or within **one (1) business day** of my last day worked/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

Witness Signature

Date

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

QTY	STATE TAG No.	ITEM DESCRIPTION	UNIT COST	TOTAL COST	DATE ISSUED	DATE RETURNED

Employee Signature

Fiscal Officer



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 32901-31294	Edison ID NV51238	Contract # NV51238	Amendment # 7		
Contractor Legal Entity Name Aramark Correctional Services, LLC			Edison Vendor ID 13526		
Amendment Purpose & Effect(s) Extends the current contract term an additional year through June 30, 2024; revises the per diem meal rates for the extension period; and increases the maximum liability accordingly.					
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		End Date: June 30, 2024			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$24,396,000.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2017	\$13,530,500.00				\$13,530,500.00
2018	\$20,142,800.00				\$20,142,800.00
2019	\$21,106,100.00				\$21,106,100.00
2020	\$22,531,300.00				\$22,531,300.00
2021	\$20,984,500.00				\$20,984,500.00
2022	\$21,118,400.00				\$21,118,400.00
2023	\$28,456,700.00				\$28,456,700.00
2024	\$31,989,200.00				\$31,989,200.00
TOTAL:	\$179,859,500.00				\$179,859,500.00
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. <div style="font-size: 1.2em; color: blue; text-align: center;"> <u>Lisa C. Parks</u> <i>ck</i> </div>				<i>CPO USE</i>	
Speed Chart (optional)		Account Code (optional)			

**AMENDMENT SEVEN
OF CONTRACT NV51238**

This Amendment is made and entered by and between the State of Tennessee, Department of Correction, hereinafter referred to as the "State" and Aramark Correctional Services, LLC, hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. Contract Section B. is deleted in its entirety and replaced with the following:

B. TERM OF CONTRACT:

This Contract shall be effective on August 15, 2016 ("Effective Date") and extend for a period of ninety-four and one-half (94.5) 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.

2. Contract Section C.1. is deleted in its entirety and replaced with the following:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed One Hundred Seventy-Nine Million, Eight Hundred Fifty-Nine Thousand, Five Hundred Dollars (\$179,859,500.00) ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods and services provided under this Contract after a purchase order is issued to the Contractor by the State or as otherwise specified by this Contract.

3. Contract Section C.3. is deleted in its entirety and replaced with the following:

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:

Cost Item Description	Cost				
	Year 1	Year 2	Year 3	Year 4	Year 5
Blended per meal rate	\$1.44/per meal	\$1.54/per meal	\$1.58/per meal	\$1.632/per meal	\$1.672/per meal
Blended per meal rate plus enhanced sack meal				\$1.74/per meal	\$1.74/per meal
Cost Item Description	Cost				
	Year 6 8/15/21 - 11/21/2021	Year 6 11/22/2021 - 6/30/2022	Year 6 7/1/2022 - 8/14/2022	Year 7 8/15/2022 - 2/28/2023	Year 7 3/1/2023 - 6/30/2023
Blended per meal rate	\$1.672/per meal	\$1.722/per meal	\$1.80/per meal	\$1.80/per meal	\$2.21/per meal
Blended per meal rate plus enhanced sack meal	\$1.74/per meal	\$1.79/per meal	\$1.87/per meal	\$1.87/per meal	\$2.35/per meal

Cost Item Description	Cost				
		Year 8 7/1/2023 - 6/30/2024			
Blended per meal rate	\$1.98/per meal				
Blended per meal rate plus enhanced sack meal	\$2.06/per meal				

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective July 1, 2023. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

ARAMARK CORRECTIONAL SERVICES, LLC:

DocuSigned by:
Stephen Yarsinsky
8DD54D02B0CD4AA...

6/6/2023

SIGNATURE

DATE

Stephen Yarsinsky VP, Finance

PRINTED NAME AND TITLE OF SIGNATORY (above)

TENNESSEE DEPARTMENT OF CORRECTION:



Jun 12, 2023

FRANK STRADA, COMMISSIONER

DATE

Aramark Correctional Services – Amendment 7 - NV51238