



Texas Civil Commitment Office
Contract CCC-20-0001
Amendment #4

This Amendment #4 between the Texas Civil Commitment Office (TCCO) and the Management & Training Corporation (Contractor), is to be effective May 1, 2026 (the “Amendment #4 Effective Date”) and will be in effect for the period from May 1, 2026, through August 31, 2027.

WHEREAS, the parties entered into a Contract on September 1, 2019 for Contractor to provide housing, treatment, and related services for sex offenders civilly committed pursuant to Chapter 841 of the Texas Health and Safety Code at a Texas Civil Commitment Center to be located at 2600 South Sunset Avenue in Littlefield, Texas;

WHEREAS, the parties previously amended the Contract effective July 1, 2020, June 15, 2022, and January 1, 2025; and

WHEREAS, the parties wish to further amend the Contract as set forth below.

NOW, THEREFORE, in consideration of the premises, terms, and conditions hereinafter set forth, the Contractor and TCCO agree as follows:

1. The last sentence of Section IV.C.3.m of the Contract shall be amended to state:

“It is the policy of TCCO that the Contractor will ensure that any vacancies in the approved staffing plan be filled by a qualified employee having a verifiable Filled Date (as defined in this Contract) within one hundred twenty (120) days of the Position Vacancy occurring.”

2. Section IV.C.3.m.i of the Contract shall be renamed “Vacancies More than 120 Days” and amended to state:

“Contractor agrees that if a position remains vacant for more than one hundred twenty (120) days, the monthly Contractor payment for the period during which the position remains vacant shall be reduced by an amount equal to the Base Salary (including company fringe benefits) of the position for each day on which such position is vacant, starting on the one hundred twenty-first (121st) day from the position being vacant. With respect to any positions that were vacant for less than one hundred twenty (120) days as of the Amendment #4 Effective Date, the period of vacancy for such positions shall be reset to zero (0) and no reduction to the Contractor payment shall be due and owing by Contractor for such positions unless and until such position has remained vacant for period of one hundred twenty (120) days following the Amendment #4 Effective Date. With respect to positions vacant for one hundred twenty (120) days or greater as of the Amendment #4 Effective Date, those vacancy days will be reset to sixty (60) days as of the Amendment #4 Effective Date.”

3. Section IV.C.3.m.iii of the Contract shall be renamed “Accrued Overtime Staffing Credits for Direct Care Staff”
4. Section IV.C.3.m.iv of the Contract shall be renamed “Staffing Credits” and amended to state:

“**Medical Staff** - Contractor agrees that TCCO shall allow staffing credits for medical staff, based on accrued overtime and contract or agency medical staff, to offset

vacancy withholdings. Contracted or agency medical staff shall meet the same standards as medical staff employed by Contractor. Accrued overtime for these positions shall be reported and credited for a calendar month and unused credit cannot be carried over from one month to the next. Contracted or agency medical staff may offset vacancy withholdings on a prorated basis. This offset does not negate the requirement that the FTE be staffed with a full-time employee; until the position is filled with a full-time employee, the position shall continue to be listed on the Monthly Position Vacancy Report. The staffing credit will be calculated by taking the hours a contracted or agency medical staff employee worked during the month and dividing that by the total hours required for the month to determine the percentage of FTE that can be credited on the vacancy deduction calculation. Timesheets shall be provided for each contracted or agency medical staff member with the Monthly Position Vacancy Report.

Sex Offender Treatment Providers - Contractor agrees that TCCO shall allow staffing credits for contracted sex offender treatment providers to offset sex offender treatment provider vacancy withholdings. Contracted sex offender treatment providers shall meet the same standards as sex offender treatment providers employed by Contractor. Contracted sex offender treatment providers may offset vacancy withholdings on a prorated basis. This offset does not negate the requirement that the FTE be staffed with a full-time employee; until the position is filled with a full-time employee, the position shall continue to be listed on the Monthly Position Vacancy Report. The staffing credit will be calculated by taking the hours a contracted sex offender treatment provider worked during the month and dividing that by the total hours required for the month to determine the percentage of FTE that can be credited on the vacancy deduction calculation. Timesheets shall be provided for each contracted sex offender treatment provider with the Monthly Position Vacancy Report.

Security Officers - Contractor agrees that TCCO shall allow staffing credits for contracted or as-needed ("On-call") security officers to offset security officer vacancy withholdings. Contracted or On-call security officers shall meet the same standards as security officers employed by Contractor. Contracted or On-call security officers may offset vacancy withholdings on a prorated basis. This offset does not negate the requirement that the FTE be staffed with a full-time employee; until the position is filled with a full-time employee, the position shall continue to be listed on the Monthly Position Vacancy Report. The staffing credit will be calculated by taking the hours a contracted or On-call security officer worked during the month and dividing that by the total hours required for the month to determine the percentage of FTE that can be credited on the vacancy deduction calculation. Timesheets shall be provided for each contracted or On-call security officer with the Monthly Position Vacancy Report.”

5. Section IV.C.9.d.ii shall be amended to state:

“Group Treatment Program Hours – Contractor shall offer SVP Clients assigned to Tiers 2, 3 and 4 at least six (6) hours of sex offender group treatment per week. For SVP Clients assigned to Tier 1, Contractor shall provide at least six (6) hours of sex offender programming per week, and may provide these hours by offering either (a) six (6) hours of sex offender group treatment per week, or (b) three (3) hours of sex offender group treatment and three (3) hours of sex offender psychoeducation groups per week. All sex offender treatment shall be facilitated in accordance with Council on Sex Offender Treatment (CSOT) rules and by a person who is licensed by CSOT

as an LSOTP or ASOTP. Sex offender psychoeducation groups for Tier 1 clients may be provided by a bachelor's level employee. Co-facilitation of groups may be provided in accordance with TCCO policy. Any missed groups shall be made up within the same work week to avoid incurring a payment adjustment.”

6. Section IV.C.10.e of the Contract “Evaluation of SVP Client Progress” shall be amended to state:

“Contractor shall evaluate each SVP Client's progress in treatment and advancement through the tiered program in accordance with TCCO's policy regarding Progress Reports. Contractor shall complete a written report of each SVP Client's progress in accordance with TCCO policy in a format acceptable to TCCO. A signed and dated copy of the report shall be scanned into the TCCO case management automated system within five (5) working days of completion. The report shall include the SVP Client's signature.”

7. Section IV.C.11.j of the Contract “Dental Care” shall be amended to state:

“Contractor shall provide dental services to SVP Clients in emergent situations. TCCO may authorize Contractor to provide preventative dental care to SVP Clients to the extent funds are appropriated for that purpose. Preventative dental care shall be authorized by TCCO in advance of services being provided. Contractor shall be reimbursed the cost of providing any such preventative dental care as authorized by TCCO; such costs shall not be included in the Contract Per Diem Rate and shall not be included in or subject to the \$25,000 of offsite medical care costs for which Contractor is responsible as set forth in Section IV.C.11.f of the Contract.”

8. Section IV.C.19 “Transportation” shall be amended to add a new subsection f. to state:

“Contractor may request mileage reimbursement in the event of an SVP Client's admission to a hospital requiring transport of security officers between the Center and the medical facility during shift change to provide security to SVP Clients. Such reimbursement shall be allowed even when the SVP Client is not physically present in the transport vehicle.”

9. Section V.E “Pricing Schedule” shall be amended to add the following language:

“May 1, 2026 to August 31, 2027 - \$126.22 per SVP Client.

As soon as practicable following the conclusion of the 2027 legislative session, TCCO and MTC shall commence negotiations to determine a new Contract Per Diem Rate for the 2028-2029 biennium and discuss other Contract changes that may be necessary, taking into account the legislative funding TCCO has received for that biennium.”

10. Section V.F “Deductions for Unacceptable Compliance” shall be amended to add a new subsection 3 to state:

“Contractor may submit a written request to TCCO for waiver of deductions for unacceptable compliance. Waiver requests shall include detailed information related to the cause of the deduction, the corrective action taken by MTC, and MTC’s proposed plan for utilization of the waived deduction. Such requests will be reviewed by TCCO on a case-by-case basis, and TCCO shall provide a written response to Contractor stating whether the waiver request is approved or rejected.”

11. The Compliance Standards included in Attachment D of the Contract shall be replaced with the attached document titled Attachment D, Amendment 4 – Compliance Standards.
12. Except for changes made by this Amendment #4, all other current terms and conditions of the Contract remain unchanged and in full force and effect.

This Amendment #4 is hereby approved and executed as of the last date written below:

Texas Civil Commitment Office

Contractor

SIGNATURE ON FILE

SIGNATURE ON FILE

Marsha McLane
Executive Director

Sergio Molina
Senior Vice President

Date

Date