

# TEXAS CIVIL COMMITMENT OFFICE



**POLICY AND PROCEDURE**

**NUMBER:** 3.38  
**EFFECTIVE DATE:** 08/01/2019  
**SUPERCEDES:** 11/29/2018

**SUBJECT: APPROVAL AND PROCESSING OF PACKAGES FOR CLIENTS**

**PURPOSE:** This policy outlines the approval and processing of packages that clients are authorized to order and/or receive at a civil commitment center based upon the client's respective tier level assignment and clarifies cost recovery procedures for packages.

## **DEFINITIONS:**

**"Package"** is a package from an approved vendor or collateral contact to a client containing clothing, non-perishable food items, hygiene items, correspondence supplies, games, electronics and other items that have been approved prior to receipt and authorized through the tiered housing policy of the civil commitment center. A package is subject to cost recovery assessment if paid for with funds other than funds which have already been subject to cost recovery (e.g., paid by a contact directly etc.).

**"Care Package"** is a basic package from an approved collateral contact containing only clothing items (new or used), non-perishable food items, hygiene items and correspondence supplies with a total package value not to exceed \$50.00 and not subject to cost recovery assessment.

**"Initial Package"** is a package new arrivals can purchase from an approved vendor with money they have received from the Texas Department of Criminal Justice upon their release or a care package from an approved contact within thirty days (30) of their arrival with a total package value not to exceed \$50.00 and will not be subject to cost recovery. Initial packages shall abide by the same requirements as care packages.

**"Package Value"** is the total value of purchased items in a package; used items are not assessed a value.

## **PROCEDURES:**

### **I. Package Guidelines**

- A.** Clients at a civil commitment center can receive packages that have been approved by Texas Civil Commitment Office (TCCO) Case Managers from approved vendors and collateral contacts.

- B.** Clients at a civil commitment center are authorized to receive packages as outlined in the table below:

<b>New Arrivals</b>
One initial package within thirty (30) days of their arrival.
<b>Tier 1</b>
One approved contact or vendor package semi-annually.
Jan – Jun / Jul – Dec
<b>Tier 2</b>
One approved contact or vendor package quarterly.
Jan – Mar / Apr – Jun / Jul – Sept / Oct – Dec
<b>Tier 3</b>
Two approved contact or vendor packages quarterly.
Jan – Mar / Apr – Jun / Jul – Sept / Oct – Dec
<b>Tier 4</b>
Three approved contact or vendor packages quarterly.
Jan – Mar / Apr – Jun / Jul – Sept / Oct – Dec
One extra package any time during the year with approval by TCCO.

- C.** All package orders shall only be approved during the time the client is eligible to receive a package based on their tier level assignment. A package that has been approved can be received during the subsequent time period and will not count against the client’s number of packages for that time period, but has to be received within ninety (90) days of when the order is approved.
- D.** All packages shall be subject to cost recovery based on the total cash value of the items in the package and the cost of shipping with the exemptions outlined in section I.K. below.
- E.** Cost recovery must be paid prior to receipt of the items; if not, items will be returned to sender at the client’s expense.
- F.** Clients that fail to fully disclose all financial information pertaining to their personal finances and income shall be considered ineligible to order and/or receive packages.
- G.** Clients that refuse to participate in Penile Plethysmographs (PPG) and Clinical Polygraphs shall be considered ineligible to order and/or receive packages until they participate in their next scheduled PPG or Clinical Polygraph.
- H.** Clients assigned to the Special Management Unit (SMU) shall not be eligible to order or receive packages while in SMU. If a client receives a package that was approved and ordered prior to their placement in SMU, the client shall be denied the package until their status is resolved (e.g., released with no disciplinary action, released from protective custody, etc.). If the client is found to be in violation of any rules or has pending criminal charges, then the package will be returned to sender at the client’s expense, or destroyed.

- I. Clients held in SMU for protective custody can still receive packages, but they will be held in property until they are released from SMU.
- J. Clients must be current on cost recovery, be participating in all required treatment activities, and have no behavioral incident reports currently pending. Medical and non-disciplinary type incident reports shall not be considered. The below chart indicates reasons and length of ineligibility:

Reasons for Ineligibility	Length of Ineligibility
Verbal Warning on Incident Report	No Ineligibility
Verbal Reprimand on Incident Report	30 Days Ineligibility
Guilty Finding at a Behavior Management Hearing (Minor Offense)	90 Days Ineligibility
Guilty Finding at a Behavior Management Hearing (Major Offense)	6 Months Ineligibility
Refusing to Take a Polygraph	Ineligible Until Taken
Refusing to Participate in PPG Exam	Ineligible Until Taken
Refusing to Participate in Sex Offender Treatment, Including Study Hall if Required to Attend	Ineligible for 90 Days after continued participation with no unexcused absences from scheduled groups.
Pending Criminal Charges	Ineligible Until Charges Are Resolved
Delinquent On Cost Recovery	Ineligible Until Client is no Longer Delinquent or Has a Scheduled Payment Plan and is current on the payment plan. Client must make payments for three (3) consecutive months before ineligibility is lifted.

- K. Exemptions from cost recovery being assessed to a package contents include:
  1. The initial package authorized upon arrival at the facility and contents purchased with gate money with a value of less than fifty dollars (\$50.00);
  2. Packages received from purchases through the facility commissary with funds which have already been subject to cost recovery;
  3. Packages received from approved vendors that the client purchased with funds which have already been subject to cost recovery; and
  4. Packages received as a care package from an approved contact that has a package value of less than fifty dollars (\$50.00).

## II. Care Packages

- A. Only two (2) care packages shall be allowed per year regardless of client's assigned tier and shall count as part of the annual allotment of packages authorized. The initial package for new arrivals shall not be counted as part of the annual allotment. In addition, care packages must meet the following criteria:
  1. Package shall not be larger than 20"x14"x10" in size;
  2. Package shall only be sent by an approved contact of the respective client;

3. Package value cannot be over fifty dollars (\$50.00). A receipt of items purchased shall be included.
  4. Authorized items allowed in care packages include:
    - a. New or used clothing items (new items require a receipt, used clothing will not be assessed a value);
    - b. Correspondence supplies such as paper, envelopes, stamps, etc.;
    - c. Basic hygiene items such as soap, toothpaste, deodorant, shampoo, etc.;
    - d. Non-perishable food items and snacks;
    - e. New or used books (new books require a receipt, used books will not be assessed a value);
    - f. Legal materials; and
    - g. Approved board games and puzzles.
- B.** No electronics, jewelry, video games, music videos, or DVDs will be allowed in care packages.
- C.** Packages with a package value of \$50.01 or greater shall not qualify as care packages and will be processed in accordance with package guidelines, to include cost recovery.
- D.** Clients shall provide a receipt to their TCCO case manager of items purchased and included in the approved care package or ensure the approved contact knows to include the receipt in the package for verification that it does not go over \$50.00. Case Managers will assist clients during the approval process to ensure this is provided.
- E.** Clients must be current on cost recovery, be participating in all required treatment activities, and have had no behavior incident reports currently pending or within the last six (6) months that result(ed) in a verbal reprimand and/or a Behavior Management Hearing, in order to be eligible to order and/or receive packages. Medical and non-disciplinary type incident reports shall not be considered.
- F.** Clients that fail to fully disclose all financial information pertaining to their personal finances and income shall be considered ineligible to order and/or receive packages.
- G.** Clients that refuse to participate in Penile Plethysmographs (PPG) and Clinical Polygraphs shall be considered ineligible to order and/or receive packages until they participate in their next scheduled PPG or Clinical Polygraph.

### **III. Package Approval Procedures**

- A.** Clients may only receive packages from approved contacts/vendors that have been pre-approved by TCCO and the civil commitment center.
- B.** A completed Package Request/Inventory Sheet provided by the civil commitment center will be submitted to the designated facility shift supervisor for approval of a package to be sent to the facility. Approval must have the concurrence of both the shift supervisor and a TCCO Case Manager for authorization of the items requested.

Any discrepancies as to what the client is authorized will be resolved by the TCCO Civil Commitment Manager and Facility Administrator or designee prior to final authorization. The form must list the specific items and quantity of items requested along with specification of where the package will originate from and who will be responsible for sending it.

- C.** Package requests that include media items must be approved by a clinical therapist prior to the request being submitted to the case manager.
- D.** Each package can only originate from one origin (i.e., Walmart, Amazon, Approved Contact, etc.) and will be only one order, not multiple ones.
- E.** The client must notify the approved contact of the required package size and to properly address the package to the client as specified in the civil commitment center handbook and/or mail policy, if the package is being sent directly from an approved contact.
- F.** No packages may be sent from or to former clients, family members of former clients, or current or former staff members.
- G.** Approved vendors that can be utilized are:
  - 1. Walmart;
  - 2. Amazon;
  - 3. GameStop;
  - 4. HEB;
  - 5. Target;
  - 6. B&H Electronics;
  - 7. Academy;
  - 8. Walkenhorst; or
  - 9. Other vendors will be considered on a case by case basis. Requests to utilize other vendors shall be forwarded to the TCCO Operations Specialist for consideration.
- H.** Items received in a package that are not approved are to be confiscated and a confiscation sheet provided to the client. The confiscated property shall be processed according to the facility client property policy.
- I.** Medical supplies or medical-related items must be approved by TCCC Medical staff prior to making a request for such items in a package and shall be included with the approved package that the client is authorized. Separate orders shall not be allowed.
- J.** Packages cannot contain metal cans or glass containers, food items that require refrigeration or dry ice, or perishable food items. All items (except used clothing or

books) must be in their original packaging upon arrival to the civil commitment center.

#### **IV. Package Processing Procedures**

- A.** Packages from approved contacts shall not be larger than 20"x14"x10" or the package will be denied and returned at the client's expense.
- B.** Packages from approved vendors can be larger than the size in IV.A. above and/or be in multiple packages as the vendor determines necessary for shipping but the volume of the contents cannot exceed what can be stored in one (1) of the storage boxes provided to the client for storage.
- C.** All packages received will be scanned through both a metal detector and x-ray machine and may be subject to further search at facility discretion prior to being placed in the property room for processing by property staff.
- D.** Property staff shall open and inspect the package within the presence of the client if possible and checkoff the items with the approved Package Request/Inventory Sheet and receipts. Any items that have not been approved and/or determined not allowable due to a discrepancy in the description approved prior to receipt of the package will be confiscated and listed on a Property Inventory and Confiscation Sheet provided by the facility and disposed of as outlined in the facility client property policy.
- E.** All packages received will be processed by property staff within seven (7) working days of receipt unless unusual circumstances require a longer period as approved by the Facility Administrator or designee.

#### **V. Legal Supplies for Non-Indigent Residents Ineligible to Receive a Package or Make a Commissary Purchase**

- A.** Clients Ineligible to Receive a Package or Make a Commissary Purchase and have been determined to be Non-Indigent shall be allowed to purchase the following correspondence supplies from the commissary once a month for legal correspondence. The only items allowed to be purchased include:
  - Large Stamped Envelopes
  - One Cent Postage Stamps
  - #10 Envelope
  - 9.5 x 12.5" Envelope No Clasp
  - Flex Pen
  - First Class Postage Stamp
  - 8.5 x 11" Ruled Paper Pad 50 Sheets
- B.** Non-Indigent clients requesting to purchase these items shall submit a request to their respective case manager justifying the need and amount for the requested items. Upon the case manager's approval, the order shall be submitted to the TCCC

business office for processing for clients that have funds in a TCCC Trust Fund Account. Clients who do not have funds in a TCCC Trust Fund Account shall utilize funds available through an external account or through an approved contact.

**VI. Revocation or Suspension of the Privilege**

If the Case Manager or Facility Staff have reason to believe a client has abused or violated this policy, the Case Manager or Facility Staff may revoke or suspend the client's privilege to receive packages. The Case Manager shall document the reason for the revocation or suspension in the case management automated system and inform the client in writing within three (3) working days along with written notification to facility staff.

**SIGNATURE ON FILE**

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Marsha McLane  
Executive Director