

696-TC-26-27-M071

**MEMORANDUM OF UNDERSTANDING**  
**TJJD Contract No: CON0001689**  
**TDCJ Contract Number 696-TC-26-27-M071**

This Memorandum of Understanding (MOU) agreement is entered into by and between the Texas Juvenile Justice Department (TJJD) and the Texas Department of Criminal Justice - Texas Correctional Office on Offenders with Medical or Mental Impairments (TDCJ).

**WHEREAS**, the purpose of this MOU is to establish a method for exchanging medical information between the parties. The sharing of medical information shall assist in establishing a continuity of care and services program for juveniles with medical or mental impairments in the juvenile justice system.

**WHEREAS**, both parties shall work collaboratively for the purpose of establishing a continuity of care and services program for juveniles with medical or mental impairments in the juvenile justice system and in accordance with the MOU entered into by multiple state agencies including TJJD in response to HB3689, 81<sup>st</sup> Legislature (R).

**WHEREAS**, TJJD certifies that it has the authority to enter into this MOU under authority granted in the Texas Health and Safety Code §614.018 and the Texas Human Resources Code Section 244;

**WHEREAS**, TDCJ certifies that it has the authority to enter into this MOU under authority granted in the Texas Health and Safety Code §614; and

**NOW, THEREFORE**, in consideration of the mutual benefits, and in further consideration of the foregoing, the parties hereto agree as follows:

**ARTICLE I - DUTIES**

**TJJD Duties:**

- 1) TJJD shall grant TDCJ access to TJJD's Electronic Medical Records (EMR) in accordance with this MOU;
- 2) TJJD shall provide TDCJ with written notification of all juveniles who require follow up treatment and/or services, 30 days prior to release to community supervision;
- 3) TJJD shall perform random audits at TJJD's discretion regarding the use of the TJJD EMR system by TDCJ to verify appropriate use of the system by designated users as authorized by TJJD; and
- 4) TJJD shall perform random audits of approved users as designated by TDCJ to ensure adherence with all federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) requirements and TJJD policy requirements.

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**TDCJ Duties:**

- 1) TDCJ shall designate approved users to access the TJJD EMR system.
- 2) TDCJ shall complete and submit all paperwork to the University of Texas Medical Branch-Correctional Managed Health Care (UTMB-CMHC) to facilitate new user access for TDCJ staff or their approved contractors.
- 3) TDCJ shall notify TJJD when a previously approved TDCJ staff or contractor no longer requires access to TJJD's EMR system.
- 4) TDCJ shall manage all access renewals and nondisclosure documentation regarding the use of the TJJD EMR system.
- 5) TDCJ shall ensure and document the provision of health information protection training for all staff that access the TJJD EMR system to promote HIPAA compliance.
- 6) TDCJ shall provide to TJJD a monthly list identifying current users authorized to access the TJJD EMR system. The list shall be in a format mutually agreed upon by both parties to ensure that only persons authorized and approved by TJJD are provided access to the TJJD EMR system.

**ARTICLE II – TERMS**

**Review and Monitoring**

This MOU provides general guidelines and there may be exceptions. It is paramount that the parties discuss the exceptions early on and agree to mutually agree on resolution of excepted circumstances.

**ARTICLE III - GENERAL PROVISIONS**

- 1) This MOU constitutes the entire agreement of the parties for access by TDCJ to TJJD's EMR system. No other agreement, statement, or promise for that purpose that is not contained in this MOU will be binding except by subsequent written amendment to this MOU signed by both parties.
- 2) Any and all modifications of this MOU shall be by written amendment hereon or attached hereto and signed by all parties. No other agreements, oral or written, shall constitute a part of this MOU unless such is made in writing, executed by the parties hereto or their successors, and expressly made a part thereof.
- 3) The undersigned signatories certify by their signatures that they have the authority to bind the party they each represent to the MOU provisions stated herein.

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- 4) Unless otherwise noted, all notices required or permitted to be delivered under this MOU shall be deemed delivered when emailed or deposited in the United States mail, postage prepaid, certified mail, return receipt requested and addressed as identified below:

**TJJD**

Jana Johnson, Dir II-Director of Nursing Services  
1801 N Congress Ave., Ste. 13.1400  
Austin, TX 78701 P.O. Box 12757  
Austin, Texas 78711  
(512) 490-7608  
Email: [Jana.johnson@tjjd.texas.gov](mailto:Jana.johnson@tjjd.texas.gov)

**TJJD**

Vickie Griffin, Contract Specialist IV  
1801 N Congress Ave., Ste. 13.1400  
Austin, TX 78701 P.O. Box 12757  
Austin, Texas 78711  
(817) 626-2133  
Email: [Vickie.griffin@tjjd.texas.gov](mailto:Vickie.griffin@tjjd.texas.gov)

**TDCJ**

Contracts and Procurement Department  
Attention: Amanda Kramer, CTCD, CTCM  
Two Financial Plaza, Suite 703  
Huntsville, Texas 77340  
(936) 437-3824  
Email: [amanda.kramer@tdcj.texas.gov](mailto:amanda.kramer@tdcj.texas.gov)

Notice given in any other manner shall be deemed effective only if and when the notice is received by the party/parties to be notified. Any party may change its address for notice by written notice to the other parties as herein provided.

5) Term

The term of this MOU shall be for a period of two years, beginning on **September 1, 2025, through August 31, 2027** and shall continue in full force until terminated by either party with 30 calendar days written notice. This MOU may be renewed for two additional terms of one year each, provided that both parties agree in writing to each renewal. Any renewals shall be at the same terms and conditions, including any approved changes.

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6) Termination

Either Party may terminate this MOU for convenience, in whole or in part, at any time by providing 30 calendar days written notice to the other Party in advance of termination.

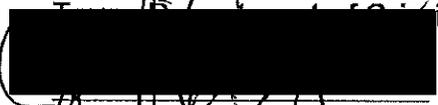
IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their undersigned, duly authorized representatives on the dates indicated.

Texas Juvenile Justice Department

  
Shandra Carter  
Executive Director

08/22/2025

Date

Texas Juvenile Justice Department  
 Criminal Justice

Jennifer Gonzales  
Division Director

8/22/25  
Date