

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**The Texas Juvenile Justice Department**  
**And**  
**The Office of Independent Ombudsman of the Texas Juvenile Justice Department**

This Memorandum of Understanding (MOU) is entered into by and between the Texas Juvenile Justice Department (hereinafter "TJJD") and the Office of Independent Ombudsman of the Texas Juvenile Justice Department (hereinafter "Ombudsman"), effective September 1, 2025.

WHEREAS, the purpose of this MOU is to establish the most efficient manner in which to share information with one another and the procedures for handling overlapping monitoring duties and activities performed by the Ombudsman and TJJD as separate Texas state agencies and as required by Human Resources Code Section 261.104;

WHEREAS, TJJD shall provide, and the Ombudsman shall receive, administrative assistance necessary to fulfill the Ombudsman's statutory duties under Texas Human Resources Code Chapter 261;

WHEREAS, both parties will benefit from the Ombudsman having access to prompt and efficient administrative services necessary to perform its statutory duties;

WHEREAS, the Ombudsman acts independently of TJJD, pursuant to Human Resources Code Section 261.003;

WHEREAS, Human Resources Code Section 261.104 requires that this MOU preserve the independence of the Ombudsman;

WHEREAS, the Ombudsman has access to TJJD's records relating to the children committed to TJJD under Human Resources Code Section 261.151;

WHEREAS, the youth committed to TJJD will benefit from improved and higher quality programming when TJJD and the Ombudsman develop more efficient methods of sharing information and establish clear guidelines on how to accomplish this sharing of information; and

WHEREAS, in the interest of youth committed to TJJD, the Ombudsman and TJJD's Office of Inspector General (hereinafter "OIG") will make certain agreements.

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

**ARTICLE I - DUTIES**

A. The Texas Juvenile Justice Department Duties:

1. TJJD will provide administrative support as is necessary to ensure that the Ombudsman completes:
  - a. All written reports, including the legislative appropriations request, the

- strategic plan, and the annual financial report;
- b. All data entry into the Automated Budget and Evaluation System of Texas (ABEST), the Uniform Statewide Accounting System (USAS), and other state systems as is required of the Ombudsman by statute or by oversight agency directives; and
  - c. Other administrative tasks normally associated with the operation of a state agency, including, but not limited to: processing vouchers and purchase orders, records retention and archiving, and the nondiscretionary duties associated with posting job vacancies.
2. TJJD shall provide the Ombudsman "read-only" access and all administrative support necessary to ensure that the Ombudsman obtains and maintains access to the following databases:
- a. Connect;
  - b. CCS Archive;
  - c. Power BI Reports;
  - d. Youth Records Archive (scanned into digital imaging system);
  - e. Youth Grievance System;
  - f. Incident Reporting Center (IRC) database, Administrative Investigation Database (not the Office of Inspector General's criminal database); and
  - g. Education records.
3. TJJD staff shall not monitor the activity of the Ombudsman staff on TJJD electronic resources, except as necessary to maintain those electronic resources.
4. TJJD shall use its best efforts to require that the University of Texas Medical Branch provide the Ombudsman access to the electronic health record (EHR) database. The TJJD shall provide all necessary administrative support to ensure that the Ombudsman obtains and maintains access to the EHR database.
5. TJJD shall assist the Ombudsman in meeting its statutory duties to children committed to TJJD in accordance with the Texas Human Resources Code Chapter 261.
6. In addition to access to the records listed above, TJJD shall grant the Ombudsman access:
- a. To any TJJD facility;
  - b. To any part of a TJJD facility accessible by TJJD youth;
  - c. To any TJJD youth in a TJJD facility; and
  - d. To any youth record located in a TJJD facility.

7. TJJD shall provide adequate office space for the Ombudsman at various locations throughout the state, including, but not limited to, the Austin, Dallas, and Houston metropolitan areas. TJJD-provided office space shall include landline phone services. If the Ombudsman leases or otherwise obtains office space other than that provided by TJJD, TJJD shall not provide utility, security, custodial, maintenance, or building management services for such office space.
8. TJJD's Director of Internal Audit shall provide the Ombudsman a copy of all final audits at the time of issuance. TJJD's Director of Internal Audit and the Ombudsman have overlapping monitoring duties and activities; however, the independence of each office shall be maintained.
9. TJJD shall invite the Ombudsman to participate in every policy group meeting and discussion to which the general public is invited.
10. TJJD, with the Ombudsman, shall create opportunities for sharing information, as allowed by law, between TJJD and the Ombudsman for the purposes of assuring quality and improving programming within TJJD.
11. TJJD, with the Ombudsman, shall collaboratively establish a process to address communications between TJJD and the Ombudsman concerning individual situations involving children committed to the department and how those situations will be documented and handled.
12. If the Ombudsman conducts a Prison Rape Elimination Act of 2003 (PREA) audit of a TJJD-operated facility, then TJJD shall reimburse the Ombudsman for travel expenses, including lodging, meals, and mileage, incurred by the Ombudsman in the course of that audit. Such reimbursement shall be made at the allowable rates published by the Texas Comptroller of Public Accounts (CPA) and in accordance with applicable state and federal law and TJJD policy. TJJD may not reimburse the Ombudsman for travel expenses that exceed allowable rates published by the CPA or do not comply with state or federal law or TJJD policy.

B. The Office of Independent Ombudsman of the Texas Juvenile Justice Department Duties:

1. The Ombudsman shall coordinate and share appropriate information, oversight, and review of administrative efforts provided under this MOU.
2. The Ombudsman shall complete administrative tasks imposed by the Ombudsman.
3. The Ombudsman may withhold information concerning matters under active investigation by the Ombudsman from TJJD and TJJD staff and may instead report the information to the Texas Juvenile Justice Board and the governor.
4. The Ombudsman shall comply with all TJJD and state policies regarding the use of state vehicles, equipment, and information resources and will not misuse any state property for personal gain. If the Ombudsman becomes aware of any misuse of TJJD resources administratively provided to that office, the Ombudsman will notify the IRC, the State Auditor's Office, or any other agency statutorily authorized to investigate such matters.
5. The Ombudsman shall comply with all reasonable requests for information as needed and requested by TJJD to perform administrative services.

6. The Ombudsman agrees that all its employees will comply with state and federal law and with TJJD policies regarding the confidentiality of youth records and identifying information. To the extent a TJJD policy or this MOU conflicts with applicable law, the applicable law shall govern.
7. The Ombudsman agrees that all information regarding TJJD or its youth that is gathered, produced, or otherwise derived from this MOU shall remain confidential, subject to release only by permission of TJJD or pursuant to the appropriate legislative authority.
8. The Ombudsman agrees that all its employees who visit any TJJD facility shall comply with that facility's security regulations.
9. The Ombudsman will comply with Texas Human Resources Code Section 261.056, relating to communication and confidentiality. After an investigation is complete, the Ombudsman will not disclose to the public any personally identifiable information, including the name and address of any children, parents, and employees, and such information will be redacted from any report before release, consistent with Texas Human Resources Code Section 261.056(c). Personally identifiable information contained in pictures, appearances, films, or other information of TJJD youth that are determined to not be confidential by law will not be released to the public without written consent of the youth and, if the youth is under the age of 18, of his or her parent, guardian, or managing conservator, unless the disclosure is required by law.
10. The Ombudsman shall notify TJJD of any changes in circumstances, including, but not limited to, a change of address.
11. The Ombudsman, with TJJD, shall create opportunities for sharing information between TJJD and the Ombudsman for the purposes of assuring quality and improving programming within TJJD.
12. The Ombudsman, with TJJD, shall collaboratively establish a process to address communications between TJJD and the Ombudsman concerning individual situations involving children committed to TJJD and how those situations will be documented and handled.
13. Pursuant to Texas Human Resources Code Section 261.056(b)(1), the Ombudsman shall share with the OIG a communication with a child that may involve the abuse or neglect of the child in a timely manner through the Incident Reporting Center (IRC).
14. The Ombudsman agrees to work in cooperation with the OIG, as allowed by law, for purposes of ensuring the protection of TJJD youth, recognizing that the Ombudsman does not investigate complaints alleging criminal behavior, pursuant to Texas Human Resources Code Section 261.101(a)(3).
15. The Ombudsman may provide an advocacy role for TJJD youth in specific circumstances, such as when youth are alleged victims of a crime of a sexual nature and a victim advocate is unavailable.
16. The Ombudsman shall conduct audits of TJJD-operated facilities in accordance with PREA and all related statutes, rules, and regulations.

## **ARTICLE II – THE OIG AND THE OMBUDSMAN**

The OIG conducts investigations of criminal and delinquent conduct at state and contract care facilities operated by TJJJ pursuant to its authority under Texas Human Resource Code Section 242.102. The Ombudsman investigates, evaluates, and secures the rights of the children committed to TJJJ pursuant to its authority under Texas Human Resources Code Section 261.002, but does not investigate complaints alleging criminal behavior, as per Texas Human Resources Code Section 261.101. In the interests of juvenile justice and to protect the victims of crime, the OIG and Ombudsman agree to the following:

1. Acting under their authority, the OIG and the Ombudsman agree to work collaboratively in the furtherance of TJJJ, adhering to the federal guidelines of the Prison Rape Elimination Act of 2003 (PREA).
2. Pursuant to PREA, victims of potential sexual assault are entitled to an advocate being present during questioning. When an advocate from a rape crisis or child advocacy center is unavailable before OIG questioning, the OIG will seek the assistance of the Ombudsman, and, whenever requested and practical, the Ombudsman may act as an advocate on behalf of the potential victim during OIG questioning.
3. **The Ombudsman agrees to notify the IRC and the OIG of any alleged criminal conduct discovered during any site visit, inspection, interview, or other circumstance where such conduct may be learned. The OIG agrees to provide the Ombudsman with a final disposition on any investigation stemming from such a notification.**

## **ARTICLE III -TERMS**

- A. TJJJ's obligations under this MOU are limited by funds made available to TJJJ to provide the administrative support described herein to the Ombudsman. TJJJ is not required to spend TJJJ funds to provide administrative support to the Ombudsman if such spending would constitute unsound fiscal activity on behalf of TJJJ. The parties shall work together to maximize resources and provide the appropriate level of services within the parties' fiscal limitations.
- B. If the Ombudsman has any concerns regarding the Ombudsman's access to TJJJ youth information, such concerns shall be addressed to the TJJJ Executive Director or his/her designee.
- C. The Ombudsman will not be required to provide advance notice before visiting a TJJJ facility. The Ombudsman, in its sole discretion, may provide advance notice of its intent to visit a TJJJ facility by contacting the TJJJ facility administrator or its designee by telephone. The Ombudsman may enter a TJJJ facility at any time, including outside regular business hours; however, whenever possible, the Ombudsman will attempt to enter the facility between the hours of 8 am and 5 pm, Monday through Friday, excluding holidays.
- D. TJJJ and the Ombudsman shall jointly adopt rules necessary to implement Human Resources Code Section 261.060, including rules that establish procedures for TJJJ to review and comment on reports of the Ombudsman, and other rules required by Human Resources Code Section 261.058. TJJJ and the Ombudsman shall cooperate in the drafting of such rules.
- E. The Ombudsman shall have signatory authority for contracts, payment documents, and capital expenditures related to the performance of the duties of the Ombudsman. Such payment documents include, but are not limited to, purchase and travel vouchers, payroll documents,

and other documents related to the performance of the duties of the Ombudsman. When the subject matter of a contract, purchase order, payment document, or capital expenditure exceeds \$5,000.00, the Ombudsman will consult with the TJJD financial support division to execute any such contract or payment document or undertake any such capital expenditure. For any contract, purchase order, payment document, or capital expenditure for which the Ombudsman seeks TJJD administrative support, the Ombudsman shall follow all of the State of Texas purchasing and contract procedures, rules, and statutes before entering into said contract or before signing said purchase or payment document.

#### **ARTICLE IV - GENERAL PROVISIONS**

- A. 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 hereof.
- B. The undersigned signatories certify by their signatures that they have the authority to bind the party they each represent to the agreement provisions stated herein.
- C. Unless otherwise noted or agreed to by the parties, all notices required or permitted to be delivered under this MOU shall be deemed delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, and addressed as identified below:

Texas Juvenile Justice Department  
P.O. Box 12757  
Austin, TX 78711  
(512) 490-7130

Office of the Independent Ombudsman for the Texas Juvenile Justice Department  
1801 N Congress Ave., Ste. 13.1000  
Austin, TX 78701  
(512) 490-7993

- D. Notice given in any other manner shall be deemed effective only if and when the notice is received by the party to be notified. Either party may change its address for notice by written notice to the other party as herein provided.
- E. This MOU shall become effective **September 1, 2025**, and shall continue in full force and effect until **August 31, 2027**, unless either party gives thirty (30) calendar days' written notice of termination at any time during the term of the MOU. The term of the MOU shall not extend past the 2023-25 biennium.
- F. If the parties require a meeting, they shall meet no later than August 11, 2025, to negotiate an MOU for the next biennium beginning on September 1, 2025, and ending on August 31, 2027.
- G. Either party may terminate this MOU for convenience, in whole or in part, at any time by providing at least thirty (30) calendar days' written notice to the other party in advance of the termination date. On the termination date, TJJD will immediately discontinue all administrative services provided to the Ombudsman (unless the parties agree otherwise). Any outstanding accounting issues between the parties shall be resolved within thirty (30) calendar days after the date of termination.
- H. If the thirty (30) calendar day termination provision is invoked and the parties require an MOU, the parties shall ensure that a new MOU is in effect before the thirty (30) calendar day period

ends.

- I. This MOU supersedes any prior documented or oral agreements and constitutes the entire agreement of the parties. No other agreement, statement, or promise that is not contained in this MOU shall be binding except by subsequent written amendment to this MOU agreed to and signed by both parties and expressly made a part of this MOU.

**IN WITNESS WHEREOF**, the parties have caused this MOU to be executed by their undersigned, duly authorized representatives as of the day and year last written below.  
For the Texas Juvenile Justice Department:

 \_\_\_\_\_ 01/08/2026  
Shandra Carter, Executive Director Date

For the Office of the Independent Ombudsman of the Texas Juvenile Justice Department:

 \_\_\_\_\_ 01/06/2025  
Sean McCleskey, Independent Ombudsman Date