



Texas Juvenile Justice Department RESEARCH AGREEMENT

THIS IS AN AGREEMENT between the State of Texas represented by and through the Texas Juvenile Justice Department hereinafter called the "Department", and Donna Vandiver, hereinafter called the "Researcher".

WHEREAS, the Researcher has submitted a written request and research proposal to the Department dated February 4, 2014 and

WHEREAS, the Department has determined that the written request and research proposal clearly specify the information and/or data sought and the research, evaluative, or statistical purposes for which the information and/or data will be used; and

WHEREAS, the Researcher is a person or entity authorized in Texas Family Code Section 58.0072 [(d)(1)] which may be granted access to juvenile justice information for research and statistical purposes;

The Department and the Researcher make the following agreements:

I. Purpose.

The purpose of this Agreement is to delineate the terms and conditions of an authorized disclosure of confidential juvenile justice information collected and maintained for statistical and research purposes by the Texas Juvenile Justice Department pursuant to Texas Family Code Section 58.0072, in response to a request from Donna Vandiver.

II. Confidentiality.

The Researcher hereby acknowledges the confidential nature of the information disclosed and shall agree to hold and comply with each and every restriction and obligation set forth herein. It is further acknowledged and agreed that the disclosure of information by the Department does not constitute a waiver of any applicable provisions or exceptions to disclosure under Chapter 58 of the Texas Family Code or Chapter 552 of the Government Code, the Public Information Act.

**III.
Scope of Department's Release**

The Department will supply to the Researcher the below items of information and/or data on all juveniles referred to a juvenile probation departments between September 1, 2005 and August 31, 2013 for a sex offense, a non-sex, non-violent felony offense or a non-sex, violent felony offense:

- 3.1 The following data elements contained on the Child Table PID number, record type, race, sex, month and year of birth;
- 3.2 All data elements contained on the Referral/Disposition Table with the exception of school status, last grade completed, substance abuse, risk level and needs level;
- 3.4 All data elements contained on the Supervision Table with the exception of supervision expected end date;
- 3.5 All data elements contained on the Detention Table;
- 3.6 All data elements contained on the Placement Table with the exception of cost per day and funding source;
- 3.7 All data elements contained on the Program Table with the exception of funding source and program category;
- 3.10 All data elements contained on the Offense Table with the exception of weapon used, school related location and school campus number;

The Department will supply to the requested data in an identified format to the Texas Department of Public Safety (DPS) for matching to criminal history and sex offender registration data. DPS shall remove all identifying information from the file in accordance with the Department of Public Safety and TJJJ Confidentiality policy and in keeping with the Memorandum of Understanding developed for this purpose. All identifying information will be removed prior to releasing the data to the Researcher for analysis.

**IV.
Statement of Data Security**

The Researcher shall provide to the Department in a separate written statement the administrative and physical precautions that will be taken to securely protect any data deemed confidential pursuant to this Agreement and/or statutory law. The Statement of Data Security is attached hereto and incorporated by reference as Attachment X.

**V.
Obligations and General Responsibilities of the Researcher**

- 5.1 The Researcher shall:
 - 5.1.2 Use the information and/or data provided only for the research, evaluative or statistical purposes described in the written request and research proposal incorporated herein by reference as Attachment XX;
 - 5.1.3 Limit access to the information and/or data to those employees or associates of the Researcher or Texas State University whose responsibilities cannot be accomplished without such access;

- 5.1.4 Replace any and all identifying information of any record subject with an alphanumeric or other appropriate code;
 - 5.1.5 Immediately notify the Department of any material changes in the purposes or objectives of its proposed research or in the manner in which the information and/or data will be used;
 - 5.1.6 Prohibit the disclosure of data in any form which identifies an individual, if applicable; and
 - 5.1.7 Prohibit the disclosure, access, distribution, review, copying or duplication of information or data provided other than for the stated research, evaluative, or statistical purpose;
 - 5.1.8 Secure a written agreement that contains a provision that restricts removal and portability of information and/or data by a student, faculty member, employee or associate after his or her affiliation, association or employment with an authorized entity, college or university has ended;
 - 5.1.9 Provide a draft copy of the research report, article or publication prior to dissemination; and
 - 5.1.10 Destroy any and all data files when the stated research, evaluative, or statistical purpose has been completed.
- 5.2 The Researcher shall not:
- 5.2.1 Disclose any of the information and/or data in a form which is identifiable to an individual in any project report or in any other manner whatsoever; and
 - 5.2.2 Make copies of any of the information and or data provided other than that necessary for research, evaluative, or statistical purposes or directly or indirectly transfer, disseminate or disclose data files, electronic data, physical records or copies of any information to any person, firm, other business or governmental entity for any purpose without the Department's prior written consent;
- 5.3 In the event the Researcher deems it necessary, for the purposes consistent with this Agreement, to disclose the information and/or data to any other person or entity, including but not limited to student researchers, associates, collaborators, and/or subcontractors, the Researcher shall:
- 5.3.1 Secure the written agreement of any such person or entity to comply with all terms of this Agreement as if they were named herein;
 - 5.3.2 Submit such written agreement to the Department with a request for its written consent;
 - 5.3.3 Prohibit disclosure of any of the information and/or data until the Department has provided such written consent;
 - 5.3.4 Notify the Department immediately upon discovery of any unauthorized use or disclosure or of any other breach of this Agreement by the Researcher's associates, collaborators, subcontractors or other persons, and will cooperate with the Department to regain possession and/or prevent its further unauthorized use or disclosure; and
 - 5.3.5 Notify the Department immediately of any modification to the parties, providers or subcontractors using the data for the stated research project.

**VI.
Department's Right to Monitor Research Activities**

The Researcher shall further agree that the Department shall have the right, at any time, to monitor, audit, and/or review the activities and policies of the Researcher/Texas State University (or any person or entity granted access to information and/or data under Section 5.3, above) in order to assure compliance with this Agreement. The Department shall reserve the right to review the Researcher's work, including but not limited to project findings and reports, prior to dissemination or publication.

**VII.
Department's Right to Terminate**

In the event the Researcher fails to comply with any term of this Agreement, the Department shall have the right to take such actions, as it deems appropriate including termination of this Agreement. If the Department terminates this Agreement, the Researcher (or any person or entity granted access to the information and/or data) shall return all information and/or data to the Department including all originals, copies, extracts, or other forms and/or formats. The confidentiality provisions contained herein shall survive upon termination of the Agreement.

**VIII.
Hold Harmless**

To the extent permitted by the Constitution and the laws of the state of Texas, the Researcher shall defend, protect, and hold harmless the Department or any of its employees from any claims damages, or other liability arising as a result of disclosure by the Researcher of any information received pursuant to this Agreement or for acts by the Researcher which are libelous or slanderous or violates a right of confidentiality.

The Department makes no representations or warranties, express or implied, as to the accuracy and completeness of the information disclosed. The Researcher acknowledges and agrees that the Department shall not be responsible for the Researcher's reliance on the information and/or data provided.

**IX.
Governing Law and Sanctions**

This Agreement is being executed, delivered and performed in the State of Texas. The laws of the State of Texas shall govern the validity, construction, enforcement and interpretation of this Agreement.

The Researcher shall further acknowledge and agree that failure to comply with the terms of this Agreement, including any misuse or wrongful disclosure may result in administrative or legal action and may subject the Researcher to civil or criminal penalties imposed by state or federal law.

**X.
General.**

This document constitutes the complete and final agreement between the Department and the Researcher. Any other oral or written agreements between the parties concerning the subject matter of this Agreement are of no force or effect after the effective date of this Agreement. The Researcher and the Department agree that any modifications or amendments to this Agreement must be in writing and signed by all parties. Neither this Agreement nor any duties or obligations herein shall be assignable by the Researcher without express, prior written approval from Department.

The parties hereto in their capacities as stated affix their signatures and bind themselves to the terms of this Agreement.

THE STATE OF TEXAS, Acting By and Through the Texas Juvenile Justice Department as an authorized designee of the Department's Executive Director:

By: Chelsa Bo Date: 3/4/15
David Reilly
Executive Director *for D. Reilly*

The Researcher:

By: Donna Vandiver Date: 1/20/15
Donna Vandiver, Ph.D.
Assistant Dean, College of Applied Arts
Associate Professor, School of Criminal Justice
Texas State University