



Texas Juvenile Justice Department
RESEARCH OR STATISTICAL PROJECT AGREEMENT
CON0001427

THIS IS AN AGREEMENT between the State of Texas, represented by and through the **Texas Juvenile Justice Department**, hereinafter the “**Department**,” and **AMIkids, Inc.**, hereinafter the “**Requester**.”

WHEREAS, the Requester has submitted a written request research or statistical project proposal to the Department dated April 28, 2021 for the project entitled “*2021 AMIkids Outputs and Outcomes Report*,” attached hereto and incorporated by reference as **Attachment 1**; and

WHEREAS, the Department may, pursuant to Section 58.009, Texas Family Code and 28 CFR §20.21(b)(4)(2020), grant, certain entities access to juvenile justice information, which is otherwise confidential, for research and statistical purposes or any other purpose approved by the Department or for a purpose beneficial to and approved by the Department; and

WHEREAS, the Department must, pursuant to Section 203.007, Texas Human Resources Code, continuously study the problem of juvenile delinquency in the State of Texas and the effectiveness of services provided or regulated by the Department and may conduct or participate in studies relating to correctional methods and systems and to treatment and therapy programs; and

WHEREAS, based upon the information provided in the Project Proposal, the Department has determined that Requester is an entity that may receive juvenile justice information as provided in Section 58.009, Texas Family Code, or Consultant with the Department as provided in Section 58.005(a-1)(1), Texas Family Code, and is requesting such information for an approved purpose;

NOW, THEREFORE in consideration of the foregoing the Department has determined that it will release the requested juvenile justice information to Requester as allowed by the above stated statutes and pursuant to the terms of this Agreement.

I.
Purpose

The purpose of this Agreement is to delineate the terms and conditions of an approved and authorized disclosure of confidential juvenile justice information in response to a request from the Requester. For the purposes of this Agreement and Section 58.005, Texas Family Code, a “Requester” is considered an unpaid Consultant of the Department.

II.
Confidentiality

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- 2.1 The Requester hereby acknowledges the confidential nature of the information disclosed and agrees to comply with each and every restriction and obligation set forth herein. The Requester further acknowledges and agrees 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 Texas Government Code, the Public Information Act.
- 2.2 The Requester will comply with all state and federal laws regarding the confidentiality of information received through this Agreement.
- 2.3 The Requester hereby acknowledges that no publication shall contain the name or other identifying information, including indicators that could make it possible to identify a youth using other available information.

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

The Department will provide the Requester the following: Data for the specific indicators referenced in **Attachment 1** for youth who completed AMIkids Rio Grande Valley Program during calendar year 2019 (completion status, as deemed by TJJD). These data will be presented in the aggregate by program in Requester's annual report. No individual-level data will be reported in any form. The data released by the Department will be for each youth, but will not include identifying information or any numbers which would allow for the determination of the identity of any of the youth (i.e., no TJJD, AMIkids, PID, TRN, or SID numbers etc.). The Department may choose to label each youth's data with a pseudo-identifier that cannot be used to identify the youth through comparison with any other dataset, or may provide identifiable data, or may provide aggregate data. The data provided will allow the calculation of the indicators referenced in **Attachment 1**.

**IV.
Statement of Data Security**

The Requester shall provide the Department a separate written statement (Statement of Data Security) of 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 2**.

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

- 5.1 The Requester shall:
 - 5.1.1 Use the information and/or data provided only for the purpose described in the Project proposal (**Attachment 1**);
 - 5.1.2 Use the information and/or data in the format provided by the Department, and not in a manner that alters or misconstrues that data provided;
 - 5.1.3 Prior to dissemination of any information concerning the Project or the information and/or data provided by Department, immediately notify the Department of any material changes in the purposes or objectives of the proposed Project or in the manner in which the information and/or data will be used for review and approval;
 - 5.1.4 Limit access to the information and/or data to those employees or associates of the Requester whose responsibilities cannot be accomplished without such access;

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- 5.1.5 Replace any and all identifying information of any record subject with an alphanumeric or other appropriate code, if applicable;
 - 5.1.6 Prohibit the disclosure of data in any form which identifies an individual, if applicable;
 - 5.1.7 Prohibit the disclosure, access, distribution, review, copying, or duplication of information and/or data provided other than for the Project 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 Project report, article, or publication prior to dissemination; and
 - 5.1.10 Destroy all information and/or data no matter the format, including all originals, copies, extracts, or other forms and/or formats, when the stated Project purpose has been completed, and notify the Department after the destruction is complete.
- 5.2 The Requester 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; or
 - 5.2.2 Make copies of any of the information and/or data provided other than what is absolutely necessary for the Project 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 that the Requester deems it necessary, for purposes consistent with this Agreement, to disclose the information and/or data to any other person or entity, including, but not limited to, student Requesters, associates, collaborators, and/or subcontractors, the Requester 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 Requester's students, 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 Project.

VI. Department's Right to Monitor Requester Activities

The Requester further agrees that the Department shall have the right, at any time, to monitor, audit, and/or review the activities and policies of the Requester (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 Requester's work, including, but not limited to, project findings and reports, prior to dissemination or publication.

VII. Term and Termination

- 7.1 **Term.** The term of this agreement shall commence upon the date of full execution of this Agreement and shall continue for a period of three (3) years. At the end of such term, this Agreement may be renewed upon mutual agreement of the parties.
- 7.2 **Termination.**
- 7.2.1 The Department reserves the right to terminate, for convenience, its obligations under this Agreement by giving thirty (30) days' written notification to the Requester.
- 7.2.2 In the event the Requester 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.
- 7.2.3 If the Department terminates this Agreement, the Requester (or any person or entity granted access to the information and/or data) shall destroy all information and/or data no matter the format, including all originals, copies, extracts, or other forms and/or formats, and notify the Department after the destruction is complete. The confidentiality provisions contained herein shall survive upon termination of the Agreement.

VIII. Department's Property Rights

Any patentable product, process, or idea that results from the performance of this Agreement AND for which the Department has expended appropriated funds becomes the property of the Department. Additionally, as consideration for the Department providing Requester the data under this Agreement, Requester agrees to provide the Department with a no-cost, royalty-free license on any patentable product, process, or idea that results from the performance of this Agreement.

IX. Hold Harmless

To the extent permitted by the Constitution and the laws of the state of Texas, the Requester shall indemnify, 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 Requester of any information received pursuant to this Agreement or for any acts by the Requester 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 Requester acknowledges and agrees that the Department shall not be responsible for the Requester's reliance on the information and/or data provided.

**X.
Governing Law, Venue, 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. In any legal action arising from this Agreement, the laws of the state of Texas shall apply and venue shall be in Travis County, Texas.

The Requester further acknowledges and agrees 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 Requester to civil or criminal penalties imposed by state or federal law.

**XI.
General**

This document constitutes the complete and final agreement between the Department and the Requester. 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. In the event that any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part, and not the entire Agreement, will be inoperative. The Requester 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 Requester without express, prior written approval from the 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:

By: _____ Date: 8/8/22
Shandra Carter
Executive Director (Interim), Texas Juvenile Justice Department

The Requester:

By: _____ Date: 8/05/2022
Heyward Golden
Senior Vice President of Operations, AMIkids, Inc.

Read and Understood:

By: _____ Date: 8/07/22
Jessica Mitchell, Ph.D.
Sr. Director of Data, Research, & Strategic Initiatives, AMIkids, Inc.



Research Project Proposal

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Project Title

AMIkids Outputs and Outcomes Evaluation - Texas

Principal Researcher

Name	Position, Title, or Other Qualification/Credential	University or Organization
Dr. Jessica Mitchell	Director of Data and Research Ph.D. in Criminology	AMIkids, Inc.

Project Supervisor

N/A (principal researcher is the project supervisor)

Name	Position, Title, or Other Qualification/Credential	University or Organization

Other Researchers

For all other researchers participating in the project, list the name; position, title, or other qualification/credential; and university or organization.

Dr. Kristin Early, AMIkids External Evaluator, President of Policy Research Institute, Professor at Purdue University Global, Ph.D. in Criminal Justice and Criminology

Purpose of Project

Thesis
 Dissertation
 Professional Paper
 Other (specify): The purpose of this request is to obtain outcome and prior offending data on youth released and completing AMIkids Rio Grande Valley.

Executive Summary

Provide an overview of the proposed project.

The AMIkids Outputs and Outcomes Report, for which the data are being requested, evaluates AMIkids' programming in terms of specific outputs and outcomes, as outlined in more detail below. We work in collaboration with our partners at the various state departments of juvenile justice and youth services to conduct our program evaluations. The report documents how each of our AMIkids' programs are performing in terms of completion rates, educational indicators, and subsequent recidivism rates of youth who complete our programs. We do this to ensure transparency and quality performance. The report is disseminated in-house to our program, regional, and national directors. Measuring and reporting our successes in preventing kids from reoffending continues to be a priority for AMIkids, and valued by our state leaders and program managers.

The upcoming year will mark the 15-year anniversary of the AMIkids Outputs and Outcomes Report. AMIkids, Inc. is a family of non-profit, community-based juvenile justice programs, alternative schools, and services for at-risk youth. Services are designed to address the criminogenic risks and needs of youth so that they may avoid future system involvement and become productive young adults. Long committed to data-driven and evidence-based practices, AMIkids has contracted with an external evaluator, Dr. Kristin Early, since 2007 to independently measure standard outputs and outcomes for each of its programs and services nationwide.

For the proposed project, we are requesting data indicators, as outlined in the Requested Information and/or Data section below, for two cohorts of youth released from the AMIkids Rio Grande Valley program in Los Fresnos, Texas: 1) youth who received services and were released from the program during calendar year (CY) 2020, and 2) youth who received services and were released from the program during CY 2021. The 2022 AMIkids Annual Outputs and Outcomes Report will present results for the CY 2020 cohort of youth, allowing for a 12-month follow-up period to track subsequent juvenile justice system involvement through December 2021. The 2023 report will results



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Executive Summary

for the CY 2021 cohort of youth, allowing for a 12-month follow-up period to track subsequent juvenile justice system involvement through December 2022 (we recognize the data for the 2023 report will not be fully available from TJJD until 2023).

Research Questions

Identify the questions to be examined that are related to the requested juvenile justice information and/or data.

The AMIkids Annual Report evaluations seek to address the following research questions for youth served at the AMIkids Rio Grande Valley program:

- How many youth were released from the program in CY 2020 and how many were released in CY 2021 (hereafter CY 2020 cohort and CY 2021 cohort)?
- How many youth from the CY 2020 cohort and the CY 2021 cohort successfully completed services, as defined by TJJD?
- For youth completing the program, as opposed to unsuccessful releases, what was the average length of service in days for the CY 2020 cohort and the CY 2021 cohort?
- For youth completing the program, what percentage of youth in the CY 2020 and CY 2021 completion cohorts were: male, female, white, black, "other" race, Hispanic, and non-Hispanic?
- For youth completing the program, what was the average age at admission, average age at first offense, and average age at program completion for the CY 2020 and CY 2021 cohorts?
- For youth completing the program, what was the average number of prior arrests and average number of prior adjudications for the CY 2020 and CY 2021 cohorts?
- For youth completing the program, what percentage of youth in the CY 2020 and CY 2021 cohorts had a most serious prior offense that was: a) felony person, b) felony property, c) felony drug, d) felony other, e) any felony, f) any misdemeanor, g) "other" non-felony or non-misdemeanor offense, and f) unknown offense category?
- For youth completing the program, what percentage of youth in the CY 2020 and CY 2021 cohorts had a subsequent law violation for an offense occurring within 12 months of completing the program?
- For youth completing the program, what percentage of youth in the CY 2020 and CY 2021 cohorts had a subsequent non-law violation (e.g., non law violation of probation) for a violation occurring within 12 months of completing the program?

Research Design

Provide a description of the research design related to the requested juvenile justice information and/or data.

A cross-sectional, retrospective evaluation design is used to calculate output and outcomes measures, as defined herein, and to permit assessment of AMIkids' program performance and service delivery across sites and program types.

Research Methodology

Provide a description of the research methodology (including applicable statistical methods or models) related to the requested juvenile justice information and/or data.

Each year, AMIkids collaborates with our external evaluator, Dr. Kristin Early, to conduct an independent assessment of our services and programming. Dr. Early has been conducting the evaluation since 2007, by analyzing data obtained from the respective state departments of juvenile justice and youth services in the states in which we operate programming. The annual report presents aggregated, program-level measures related to youth demographics, prior offending, and recidivism. No individual-level data are released or disseminated as part of the project.

Data are requested for all youth who were released from AMIkids Rio Grande in CY 2020 and CY 2021. Releases are requested to permit calculation of the percentage of youth who successfully completed the program during the



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Research Methodology

requested time periods. Thus, it is necessary to obtain data indicating whether each youth released successfully completed the program, as defined by TJJD. AMIkids internally classifies youth who violate attendance requirements, incur new violations, are transferred to adult court, and/or who run away or escape as unfavorable releases.

With the exception of the completion rate, all other reported measures are based upon youth who complete services, as opposed to those who are unsuccessfully released from the program. We request all completions to permit a protocol adherence analysis. The protocol adherence approach is used to examine the demographics, prior offending, and subsequent recidivism outcomes of those youth who complied with program requirements and completed services, thereby permitting a measure of the efficacy of the implemented treatment.

Demographic measures are calculated for the program by obtaining the following data for each youth who completed AMIkids Rio Grande in the CY 2020 and CY 2021 cohorts: gender (male or female), race (white, black, or other), ethnicity (Hispanic/Latino(a) or not Hispanic/Latino(a), and age (at first offense, at program admission, and at program release). Note, race categories are limited due to limitations in other state department information systems.

A number of prior offense measures are calculated for the youth in the CY 2020 and CY 2021 cohorts including: number of prior arrests, number of prior adjudications, age at first offense, offense type of the most serious prior offense (felony person, felony property, felony drug, felony other, misdemeanor, "other" non-felony or non-misdemeanor infraction, or unknown/missing). To calculate these measures, we request data on all prior offenses, to include charges, committed by youth in the CY 2020 and CY 2021 cohorts along with the following data elements for each offense: date of offense, date of arrest/referral, specific charges, offense level (felony, misdemeanor, other), offense type (felony person, felony property, felony drug, felony other, misdemeanor, other infraction, or unknown/missing type), and adjudication hearing outcome (adjudicated, adjudication withheld, or dismissed/nol prosequi/stet). To calculate the prior offense measures prior offending data received from the state juvenile justice department are merged with data obtained from the AMIkids KIDS information system. Offenses will be examined to determine whether they occurred before or after the admission to and release dates from AMIkids Rio Grande Valley for each youth in the CY 2020 and CY 2021 cohorts. Average rates will then be calculated by summing totals and dividing by the number of completions in each cohort for each prior offense measure referenced above.

Implementation outputs are measured for the program and include completion rates, as noted above, as well as average lengths of service (in days). The average length of service will be calculated for youth who completed services in CY 2020 and in CY 2021. It is determined by calculating the length of service between the admission date and program release date for each youth completing the program, summing the total days and dividing by the number of completions. The measure will be calculated for both CY cohorts, as it is intended to gauge the average amount of time required to successfully complete the full treatment dosage.

Recidivism is the key outcome measured for youth completing the program and is defined as any subsequent adjudication for a juvenile offense occurring within 12 months of release. Two recidivism rates are calculated. The first rate examines subsequent adjudications only for new law violations, and excludes non-law violations of probation or aftercare. This measure is consistent with the national trend of reporting public safety outcomes based on law offenses and has been reported in the AMIkids annual report since 2012. The second rate includes subsequent adjudications for non-law violations of probation or aftercare. To calculate these measures, we request data on all subsequent offenses occurring within 12 months of program completion for youth in the CY 2020 and CY 2021 cohorts along with the following data elements for each offense: date of offense, date of arrest/referral, specific charges, offense level (felony, misdemeanor, non-law violation of probation/aftercare, or other), offense type (felony person, felony property, felony drug, felony other, misdemeanor, other infraction, non-law violation of probation/aftercare, or unknown/missing type), and adjudication hearing outcome (adjudicated, adjudication withheld, or dismissed/nol prosequi/stet). To calculate the recidivism measures, subsequent offense data received from TJJD are merged with data obtained from the AMIkids KIDS information system. Offenses will be examined to determine whether they occurred within 12 months of the program release date for each youth in the CY 2020 and CY 2021 cohorts. Average rates will then be calculated by summing totals and dividing by the number of completions in each cohort for each recidivism measure above.

Requested Information and/or Data

Itemize a comprehensive list of the requested juvenile justice information and/or data.



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Requested Information and/or Data

We are requesting de-identified, individual-level data on the prior and subsequent offending of youth who completed and were released from AMIkids Rio Grande Valley program during CY 2020 and CY 2021. For these two CY cohorts, we request the following data elements to answer the questions itemized above:

- Completion status: successful completion or unsuccessful completion from the program (if a youth was placed in the program multiple times in a given CY, please include each as a separate completion record for this measure and those below)
- For youth completing the program, demographics including: gender, race, ethnicity, and age -- at first offense, at program admission, and at program completion, as outlined above
- For youth completing the program, all recorded offenses and corresponding charges occurring before admission to the program and within 12 months of release from the program with inclusion of the following indicators for each offense: date of offense, date of arrest/referral, specific charges, offense level (felony, misdemeanor, non-law violation of probation/aftercare, or other), offense type (felony person, felony property, felony drug, felony other, misdemeanor, other infraction, or non-law violation of probation/aftercare, or unknown/missing type), and adjudication hearing outcome (adjudicated, adjudication withheld, or dismissed/nol prosequi/stet).

Provide a description of how the requested juvenile justice information and/or data relate to the research questions.

Each data element requested above will be used to answer the research questions related to recidivism outcomes, implementation outputs (avg length of services, completion rates), as well as demographic and prior offending profiles. While educational outcomes are included as research questions for the project, educational testing is not conducted through TJJD with youth served at AMIkids Rio Grande Valley.

Statement 1

Provide a statement describing why juvenile justice information and/or data are needed for the proposed project.

The goal of the report is to document how each of our AMIkids' programs are performing in terms of completion rates, educational indicators, and subsequent recidivism rates of youth who complete our programs. We do this to ensure transparency and quality performance. Juvenile justice data is needed to determine if youth have offended subsequent to release/completion and to present a risk profile (prior offending and type of offending) of the youth served by AMIkids programs.

Statement 2

Provide a statement describing how the proposed project will benefit TJJD and/or the juvenile justice system.

Program evaluation is a valuable tool for program managers who are seeking to strengthen the quality of their programs and improve outcomes for the children and youth they serve. Program evaluation answers basic questions about a program's effectiveness, and evaluation data can be used to improve program services. Program evaluation is important to funders as an accountability tool and to monitor contract performance.

TJJD Staff Time

Identify the amount of TJJD staff time needed to complete the proposed project, provide technical assistance, and/or compile data.

It takes TJJD staff an estimated 30 hours to prepare the requested data for a given year, for a total of 60 hours estimated for the two-year data request.



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Research Participants

Would the proposed project include the involvement of research participants (i.e., youth in TJJD custody and/or TJJD staff)?

- Yes (Complete the three questions below before continuing with the Project Timeline section.)
- No (Skip the three questions below and continue with the Project Timeline section.)

Identify the number of research participants.

Identify the amount of time required by each research participant.

Describe the provisions that will be in place to protect the confidentiality of research participants.

Project Timeline

Provide a timeline for the proposed project (i.e., dates for collecting juvenile justice information and/or data, conducting analysis, writing report).

This request covers two calendar years: 1) youth released from AMIkids Rio Grande Valley during calendar year (CY) 2020, with follow-up recidivism tracked for one year through CY 2021; and 2) youth released from AMIkids Rio Grande Valley during calendar year (CY) 2021, with follow-up recidivism tracked for one year through CY 2022. Specific timelines for each cohort year are itemized below as follows:

CY 2020: We aim to send the list of youth to TJJD by January 2022, receive the requested matched data from TJJD by April 2022, conduct analyses by July 2022, write report by September 2022, and publish report by October 2022.

CY 2021: We aim to send the list of youth to TJJD by January 2022 (the period ended December 31, 2021, so we have the list already), receive requested matched data from TJJD by April 2023, conduct analyses by July 2023, write report by September 2023, and publish report by October 2023.

Funding Source and Amount

Source: n/a

Amount: 0

If this is not applicable, briefly explain the reason. This is an internal AMIkids project that has received no external funding.

Included Attachments

Yes N/A

- Institutional Review Board (IRB) approval
- Study instruments, surveys, etc.
- Study consent forms
- Completed Research and Analytical Testing System (RATS) questionnaire



Research and Analytical Testing System Questionnaire

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The Research and Analytical Testing System (RATS) is designed to gather information on research projects being conducted on or with children under the jurisdiction of juvenile probation departments or the Texas Juvenile Justice Department (TJJD). The reporting of this information is required under Section 203.007, Human Resources Code.

1. Principal Researcher Name: Dr. Jessica Mitchell Title: Director of Data and Research
2. Research Project Name: AMlkids Annual Outputs and Outcomes Evaluation - Texas
3. Sponsoring Entity: AMlkids, Inc.
4. Type of Project (select primary type):
 - Medical
 - Pharmaceutical
 - Psychological
 - Social
 - Other If other, please specify: Annual program evaluation
5. Number of Juvenile Participants Involved in the Project: _____ N/A (project involves secondary data only)
6. Location of the Juvenile Participants Involved (select all that apply):
 - Detention
 - Non-secure Placement
 - Secure Placement
 - Juvenile Justice Alternative Education Program (JJAEP)
 - Probation Department Office
 - TJJD
 - Other If other, please specify: _____
 - N/A (project involves secondary data only)
7. Type of Contact (select all that apply):
 - Direct Contact with Juveniles by Researcher
 - Direct Contact with Juveniles by Officers/Staff
 - Collection of Juvenile Data Records
8. Institutional Review Board (IRB) Number: N/A
9. IRB Approving Entity: N/A
10. Project Begin Date: 1/1/2022
11. Data Collection Begin Date: 1/1/2022
12. Data Collection End Date: 4/28/2023
13. Project Completion Date: 10/13/2023
14. Status: Data Collection

ATTACHMENT 2

Statement of Data Security

AMIkids, Inc., hereinafter the "Requester," shall take the following administrative and physical precautions to securely protect any information and/or data collected pursuant to the associated Research or Statistical Project Agreement (Agreement) or otherwise deemed confidential pursuant to the Agreement, federal law, or the laws of the State of Texas:

All physical materials (including without limitation: papers, books, CDs, DVDs, videotapes, and photographs) will be kept in a locked file cabinet. All keys to this file cabinet will remain in the possession of the Requester and/or employees or associates of the Requester whose responsibilities cannot be accomplished without access to the materials in the file cabinet. All electronic materials will be stored on an un-networked, password-protected hard drive. The password to this hard drive will only be disclosed to the Requester and/or employees or associates of the Requester whose responsibilities cannot be accomplished without access to the materials stored on the hard drive.

The data will be provided only to Requester's employees who have a need for the data for the purposes of the research project and Requester's external evaluator, Policy Research Institute (PRI), analyst Dr. Kristin Early, hereinafter "Researcher," who is the Requester's contracted researcher for this project and with whom Requester will enter into any agreement necessary to allow the provision of the de-identified or identified data.

Requester employees and Researcher who have access to study data submit to Level 2 background screenings and have considerable experience working with sensitive and confidential information. In addition, the Requester and Researcher routinely inspect electronic files to ensure they comply with state and federal statutes, that they use sound methodology, that they are from the cited source and that they meet all requirements of data integrity, reliability and validity. The TJJD will provide data at the individual-level with identifying information or with pseudo-IDs and with no identifying information. Researcher will not take any steps to attempt to re-identify the data or otherwise track it back to any particular youth if the data is deidentified. If identified data is provided to the Researcher, all such data will be kept secure. All study records, de-identified or identified, will be stored on a secure non-networked, password protected hard drive and only those with proper credentials and authorization can gain access to study information. At the completion of the project, the research dataset and all information and data from the Department that was used for the study will be securely returned by the Researcher to the Requester, who will then return said data and all of its data to the TJJD if requested. Any remaining TJJD

data held by the Requester or the Researcher will be destroyed using one-pass overwrite with random data, in keeping with the standards set forth by the National Institute of Standards and Technology (NIST).

This Statement of Data Security is a binding part of the Agreement. The Requester's failure to comply with the precautions described herein may constitute a breach or default under the Agreement and entitle the Texas Juvenile Justice Department to seek any remedies for breach or default available under the Agreement or other law.



Heyward Golden, SVP of Operations, AMIkids, Inc.

February 8, 2022

Date



Researcher Signature

Kristin P. Early, Principal Investigator , Policy Research Institute

Printed Name and Title

February 8, 2022

Date



Signature

Jessica Mitchell, Director of Data & Research, AMIkids, Inc.

2/7/2022

Date