



**Texas Juvenile Justice Department
RESEARCH OR STATISTICAL PROJECT AGREEMENT
CON0001691**

THIS IS AN AGREEMENT between the State of Texas, represented by and through the **Texas Juvenile Justice Department**, hereinafter "**TJJD**," and **Evident Change**, hereinafter "**Requester**."

WHEREAS on August 16, 2024, Requester submitted a written research or statistical project proposal, hereinafter the "Project," to TJJD for the Project entitled "*Dallas County Disposition Process Evaluation CQI*," attached hereto and incorporated by reference as **Attachment 1**; and

WHEREAS, pursuant to Section 58.009(b), Texas Family Code, juvenile justice information (JJI) collected and maintained by TJJD for statistical and research purposes is confidential information for the use of TJJD and may be disseminated only in accordance with that section; and

WHEREAS, pursuant to Section 58.009(c) and (f), Texas Family Code, TJJD is authorized to disseminate identifiable information to an individual or entity working on a research or statistical project that is for a purpose beneficial to and approved by TJJD if the entity: has a specific agreement with TJJD that specifically authorizes access to identifiable JJI; limits the use of the information to the purpose for which the information is given; ensures the security and confidentiality of the information; and provides for sanctions if the preceding agreement requirements are violated; and

WHEREAS, after review of the proposed Project, TJJD has determined that Requester is an entity that may receive identifiable JJI as provided in Section 58.009(c), Texas Family Code, that the purpose for which the information is requested is beneficial to TJJD, that the Project meets the requirements of TJJD, and is approved by, TJJD;

NOW, THEREFORE, in consideration of the foregoing, TJJD will release the requested JJI to Requester, pursuant to the terms of this Agreement.

**I.
Purpose**

The purpose of this Agreement is to delineate the terms and conditions of the approved and authorized disclosure of confidential JJI in response to a request to perform research and/or a statistical project.

**II.
Confidentiality**

2.1 Requester hereby acknowledges the confidential nature of the information received and agrees to comply with each and every restriction and obligation set forth herein. Requester further acknowledges and agrees

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that the disclosure of information by TJJD does not constitute a waiver of any applicable provisions or exceptions to disclosure under Chapter 58, Texas Family Code, Chapter 552, Texas Government Code, or any other law or provision.

- 2.2 Requester will comply with all state and federal laws regarding the confidentiality of information received through this Agreement.
- 2.3 Requester hereby acknowledges that no publication shall contain the name or other identifying information of individual youth, including indicators that could make it possible to identify a youth using other available information.

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

- 3.1 TJJD will specifically provide Requester the requested information and/or data listed in the Project.
- 3.2 Upon execution of this Agreement, TJJD will prepare the information and/or data described above in section 3.1 and electronically deliver to Requester through the TJJD Secure File Transfer (SFT) method within a reasonable amount of time based on the volume of the request.
- 3.3 TJJD will provide assistance and instructions how to receive the information and/or data through the TJJD SFT.

**IV.
Statement of Data Security and Criminal Justice Information Services**

- 4.1 Requester has reviewed and agreed to the Statement of Data Security that details the administrative and physical precautions that must be taken to securely protect any information and/or 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**.
- 4.2 Requester has completed a Criminal Justice Information Services Addendum (CJIS Addendum). The CJIS Addendum is attached hereto and incorporated by reference as **Attachment 3**.

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

- 5.1 Requester shall:
 - 5.1.1 Use the information and/or data provided only for the purpose described in the Project (**Attachment 1**);
 - 5.1.2 Use the information and/or data in the format provided by TJJD and not in a manner that alters or misconstrues the provided data;
 - 5.1.3 Prior to dissemination of any information concerning the Project, immediately notify TJJD of any material changes in the purposes or objectives of the Project or in the manner in which the information and/or data will be used; unless TJJD approves the changes, any information regarding the Project may not be disclosed;
 - 5.1.4 Limit access to the information and/or data to only employees, faculty members, students, or subcontractors of the Requester who are working on the Project and whose responsibilities cannot

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be accomplished without such access; access shall be granted only in accordance with the Statement of Data Security (**Attachment 2**) and Section 5.3 of this Agreement;

- 5.1.5 Replace any and all identifying information of any record subject with an alphanumeric or other appropriate code;
 - 5.1.6 Prohibit the disclosure, in any form, of data that identifies an individual, including combinations of data that could be used to identify an individual;
 - 5.1.7 Prohibit the disclosure, distribution, review, copying, or duplication of or access to information and/or data provided for any purpose other than the Project purpose;
 - 5.1.8 Secure a written agreement that contains a provision that restricts access, removal, and portability of all Project information and/or data by any employee, faculty member, student, or subcontractor, working on the Project after that person's affiliation, association, or employment with Requester has ended;
 - 5.1.9 Provide a draft copy of the Project report, article, or publication to TJJJ 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, no later than 90 days of when the Project has been completed and notify TJJJ of such destruction no later than 7 days after the destruction is complete.
- 5.2 Requester shall not:
- 5.2.1 Disclose in any Project report, or in any other manner whatsoever, any information or data in a form that is identifiable to an individual, including combinations of data that could be used to identify an individual;
 - 5.2.2 Make copies of any of the information and/or data provided other than what is necessary for the Project; or
- 5.3 Notify TJJJ immediately upon discovery of any unauthorized use, disclosure, or any other breach of this Agreement and cooperate with TJJJ to regain possession and/or prevent its further unauthorized use or disclosure; and

**VI.
TJJJ's Right to Monitor Requester Activities**

Requester agrees that TJJJ shall have the right, at any time, to monitor, audit, and/or review the activities and policies of Requester in order to assure compliance with this Agreement. Further, TJJJ has the right to review Requester's work on the Project, 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 through the earlier of either completion of the Project or for a period of three (3) years. At the

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end of such three-year term, this Agreement may be renewed upon mutual written agreement of the parties. The confidentiality provisions contained herein shall survive upon termination of the Agreement.

7.2 Termination.

- 7.2.1 TJJJ reserves the right to terminate, for convenience, its obligations under this Agreement by giving thirty (30) days' written notification to Requester.
- 7.2.2 In the event Requester fails to comply with any term of this Agreement, TJJJ shall have the right to take such actions as it deems appropriate, including termination of this Agreement and/or a prohibition of granting permission to Requester to perform similar research projects in the future.
- 7.2.3 If TJJJ terminates this Agreement, Requester (or any person or entity granted access to the information and/or data), no later than ten (10) days from the date of termination, shall destroy all information and data, no matter the format, including all originals, copies, extracts, or other forms or formats, and notify TJJJ that the destruction is complete. The confidentiality provisions contained herein shall survive upon termination of the Agreement.

**VIII.
TJJJ's Property Rights**

Any patentable product, process, or idea that results from the performance of this Agreement AND for which TJJJ has expended appropriated funds becomes the property of TJJJ. Additionally, as consideration for TJJJ providing Requester the information and/or data under this Agreement, Requester agrees to provide TJJJ 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**

- 9.1 To the extent permitted by the Constitution and the laws of the state of Texas, Requester shall indemnify, defend, protect, and hold harmless TJJJ or any of its employees from any claims, damages, or other liability arising as a result of disclosure by Requester of any information received pursuant to this Agreement or for any acts by Requester that are libelous or slanderous or that violate a right of confidentiality.
- 9.2 TJJJ makes no representations or warranties, express or implied, as to the accuracy and completeness of the information disclosed. Requester acknowledges and agrees that TJJJ shall not be responsible for Requester's reliance on the information and/or data provided.

**X.
Governing Law, Venue, and Sanctions**

- 10.1 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.
- 10.2 Requester 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 Requester to civil or criminal penalties imposed by state or federal law.

XI.

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General

This document constitutes the complete and final agreement between TJJJ and 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. Requester and TJJJ 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 Requester without express, prior, and written approval from TJJJ.

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:

[Redacted Signature]

Date: 04/11/2025

Shandra Carter
Executive Director, Texas Juvenile Justice Department

Requester:

[Redacted Signature]

Date: 3/4/25

Mindy Rowland
CLOO, Evident Change



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Project Title
Dallas County Disposition Process Evaluation CQI

Principal Researcher		
<i>Name</i>	<i>Position, Title, or Other Qualification/Credential</i>	<i>University or Organization</i>
Erin M. Espinosa	Director of Research	Evident Change

Project Supervisor		
<input checked="" type="checkbox"/> N/A (principal researcher is the project supervisor)		
<i>Name</i>	<i>Position, Title, or Other Qualification/Credential</i>	<i>University or Organization</i>

Other Researchers
<i>For all other researchers participating in the project, list the name; position, title, or other qualification/credential; and university or organization.</i>
Marsha Edwards, Dallas County District Attorney's Office

Purpose of Project
<input type="checkbox"/> Thesis <input type="checkbox"/> Dissertation <input type="checkbox"/> Professional Paper <input checked="" type="checkbox"/> Other (specify): CQI Evaluaiton for Dallas County

Executive Summary
<i>Provide an overview of the proposed project.</i>
<p>This research proposal aims to address concerns about lower juvenile case disposition rates in Dallas County compared to other Texas counties. The study, led by Dr. Erin Espinosa of Evident Change on behalf of the Dallas County District Attorney's office, builds upon a previous phase of research and seeks to analyze statewide data for all youth referred to the juvenile justice system over a ten-year period. The primary objectives of the study are to compare Dallas County's disposition timeframes, pathways, and outcomes with other jurisdictions across Texas. The research will focus on two main questions: (1) examining differences in disposition rates, types, and timeframes between various youth demographics, offense types, and risk levels in Dallas County versus other Texas jurisdictions; and (2) investigating differences in outcomes based on disposition rates and types across these same factors. The study will utilize a retrospective design, analyzing secondary data collected by the Texas Juvenile Justice Department from local juvenile probation departments. The methodology includes both descriptive and multivariate analyses, employing statistical techniques such as logistic regression and survival analysis. The research will examine various factors including demographics, offense severity, risk levels, and mental health needs. Particular attention will be given to potential disparities and biases in the system, as well as the concept of "bootstrapping" whereby youth may be further delayed for disposition by status offenses or minor delinquent behaviors. The study aims to provide insights that can inform the development and implementation of a prosecution and diversion matrix in Dallas County, ultimately contributing to improved juvenile justice processes and outcomes.</p>

Research Questions
<i>Identify the questions to be examined that are related to the requested juvenile justice information and/or data.</i>
<p>What are the differences in disposition rates (e.g. frequencies, time-to, and type) between different youth (e.g. race, age, gender) by offense type and level (e.g., aggravated assault compared to criminal trespass, CINS offenses compared to Class A misdemeanor), risk level (pre and post PACT implementation, and other factors (e.g. offense history, placement history, mental health need, etc.) between Dallas County and other juvenile justice jurisdictions across Texas?</p>



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Research Design

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

What are the differences in outcomes by disposition rates and type between different youth, by offense type and level, risk level, and other factors between Dallas County and other similar juvenile justice jurisdictions across Texas?

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.

The project will use a retrospective study design that includes the analysis of secondary data that was collected by the Texas Juvenile Justice Department (TJJD) as the course of the daily operation of local juvenile probation departments in Texas. To ensure youth case dispositions can be identified by county and by individual youth, the project team requests that the only identifiers to be included in the data set include each youth’s personal identifier (PID) number and the Headquarter County Number (see attached TJJD EDI Specifications document published online on December 1, 2023, for the specific data requested for the project design). To expand on the effort conducted during Phase I, the project will include all youth referred to local juvenile probation departments, and all youth committed to the state juvenile corrections system between the time of January 1, 2015 – August 1st, 2024. The juvenile justice dataset is requested to include all data collected on justice involved youth as part of their engagement in the Texas juvenile justice system from case referral through to case closure, including assessment data (e.g., risk assessment, MAYSI-2, etc.), detention placements (e.g. number and time in, etc.), pre and post disposition supervision models (e.g., intensive supervision, conditions of release, etc.), disposition and supervision associated treatment and program referrals. The data will be collected, cleaned, and analyzed using appropriate statistical models.

Initial differences in the variables of interest and control variables by gender will be examined through independent t-tests and chi-square analysis. To answer RQ1, both descriptive and multivariate analyses will be used to examine the type of disposition (e.g. supervisory caution, adjudication to placement, out-of-home placement, commitment to TJJD, etc.) by gender, risk level (depending on type of risk assessment used) mental health need, and trauma history.

To answer RQ 2, binary logistic regression will be used to model disposition decisions; multinomial logistic regression will be used to model post-adjudicatory dispositions resulting in out-of-home placement, which will include separate panels to describe the influence of predictors on placement in non-secure facilities, county operated secure facilities, and state correctional facilities. Additional analysis will also be conducted to test for differences between regression coefficients of each model. Finally, to predict the time to discharge from custody for youth adjudicated to out-of-home placement, survival analysis will be used.

Requested Information and/or Data

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

The Dallas County Office of the District Attorney is requesting state-wide data for all youth referred and processed through the juvenile probation system for the last ten years to (1) compare and contrast Dallas County disposition time frames and pathways across jurisdictions, not just urban jurisdictions, (2) compare and contrast Dallas County outcomes by disposition across other jurisdictions, and (3) compare and contrast Dallas County dispositions and outcomes across key time points (e.g., pre-post major juvenile justice reform efforts, pre-post COVID-19, and pre-post Phase I of the Dallas County effort).

Please see Attachment A - Potential Data Points requested and Attachment C - TJJD EDI Spes Attached with this proposal for the comprehensive itemized list of requested juvenile justice data from TJJD.



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Requested Information and/or Data

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

The requested data will be used to develop specific measures designed to answer the two primary research questions included in the proposal.

Measures:

For RQ2, the dependent variables of interest will focus on court outcomes (detention, adjudication, and transfer to adult court), dispositions (e.g., out-of-home placement), violations, and recidivism (new arrests post-disposition). To investigate the predictors and facilitators of these outcomes, the project will focus on the independent variables of demographics (e.g., race/ethnicity, sex, age at referral, age at first offense, gang affiliation, and socioeconomic status) to examine and/or identify potential disparities and biases, risk level (for youth who have an assigned risk level), and placement status at disposition (e.g. detention vs at home). Offense-related variables, including offense severity and offense type, will be considered to understand their influence on system decisions. Additionally, criminogenic risk, will be included as an independent variable. Time-to-event variables will be included to gain insight into the temporal aspects of experiences. These variables include time to failure (e.g. violation of probation or rearrest), time to out-of-home placement, and days in program/treatment. To account for potential confounding factors, various control measures will be incorporated into the analyses. More specific variable operational definitions have been established as follows:

Offense seriousness.

The categorical coding guidelines identified within the TJJD data code book will be used as a guideline for establishing the operational definitions and assigning categorical values for offense seriousness. The TJJD data codebook is used by juvenile probation officers collecting and entering data into the state's data collection system. Using this coding strategy will reduce some potential threats to reliability in the study. The first set of recodes will categorize the offenses contained in the TJJD code book into a continuous classification variable ranging from the least serious 1 (status offenses) to the most severe 8 (capital felony). To capture the specific data elements identified in the literature as key distinguishing features of delinquent behavior and involvement in the juvenile justice system between female and male juvenile offender, a second group of offense recodes will be developed comprised of two different categories.

Two dichotomous indicator variables will be constructed to evaluate the potential bootstrapping of juveniles into and through the juvenile justice system. Bootstrapping has been defined in the literature as the process of engaging in a practice whereby courts detain females through findings of contempt of court, probation violations, or violations of court orders for underlying status offenses or minor delinquent behavior (Bishop & Frazier, 1992; Sherman, 2005). A traditional bootstrap variable (Status) will include offenses that have been typically categorized as status offenses (otherwise known as "Conduct Indicating Need for Supervision Offenses" or CHINS offenses), Class C misdemeanors, and contempt of court referrals. These types of offenses include activities such as runaway, truancy, and curfew violations. Class C misdemeanors are typically violations of city or county ordinances and are processed in a manner similar to status offenses. A second bootstrap variable (VOP) will be developed to include offenses related to violation of probation or juvenile court order.

Mental Health

Texas has adopted the Massachusetts Youth Screening Inventory-2 (MAYSI-2) as the mental health screening instrument for use within their juvenile justice systems. The MAYSI-2 is a 52-item, self-report screening instrument completed by youth between the ages of 12 and 17 upon intake in the juvenile justice system. The MAYSI-2 contains seven factor-analytically derived subscales: Alcohol and Drug Use, Angry-Irritable, Depressed-Anxious, Somatic Complaints, Suicidal Ideation, Thought Disturbance, and Traumatic Experiences. Studies have demonstrated good concurrent validity when comparing MAYSI-2 scales with scores on other mental health scales. Test-retest reliability when providing the MAYSI-2 up to 8 days later was moderate to good, ranging from 0.53 to 0.89. Cut-off scores for each of the MAYSI-2 subscales (excluding Traumatic Experiences) have been developed identifying youth scoring greater than 90% of the normative sample on the subscale (Grisso & Barnum, 2006). Overall mental health need will be defined as the total number of subscales reaching this "warning" cut-off, ranging



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from 0 to 6. Each subscale will also be classified separately as elevated/warning (1) or not elevated (0). Lastly, since the Traumatic Experiences subscale does not have established warning cut-offs, that subscale will be kept in the original reporting format, with a scoring range of 0 to 5, representing the number of different types of traumatic experiences endorsed by the youth (0=no traumatic experiences; 5=five traumatic experiences).

Criminogenic Risk:

The Texas Juvenile Justice Department (TJJD, 2015) approved the use of the Positive Achievement Change Tool (PACT), a relatively recently developed juvenile risk assessment instrument. Although promising, much of the published validation studies of the PACT have been limited to the population in which it was developed (Baglivio, 2009; Baglivio & Jackowski, 2013; Winokur-Early, Hand, & Blankenship, 2012). Of note, the other most common risk assessment used in Texas during the study sample period was the Risk and Needs Assessment (RANA) – an actuarial risk assessment developed by TJJD. For this project, criminogenic risk will be defined by the assessment scores or findings included in the TJJD administrative data while noting the limitations of the different assessments used across the state.

Outcome measures.

For RQ1, dispositions will be categorized in accordance with dispositions as defined within the TJJD EDI Specifications guidelines (see attached, specifically rows 82 – 89, 92 – 97, and 100 -104 of the EDI specifications), to include, and not limited to: Dismissed or non-suited, supervisory caution, deferred prosecution/adjudication, probation, out-of-home placement, certification as adult, and/or commitment to TJJD.

For RQ 2, the level of out-of-home placement will be categorized into four categories, with higher scores on the scale representing more “severe” placements. Categorization reflected not only the determination of whether the facility was secure or non-secure, but also consideration of what intercept point in the juvenile justice system (pre or post disposition) the juvenile could be placed within the facility. No placement is reflected by a “0” on the scale. Although often a secure setting, juvenile detention facilities are the first type of facility within the juvenile justice system that a juvenile can be placed, and detention is categorized as the lowest level of placement as a “1”. The next three levels of facility severity within the level of placement composite were county non-secure (2), county secure (3), and state correctional facility (4).

Control measures.

The control measures that will be considered in this study will be age at first referral, age at target referral, race, ethnicity, severity of offense history, prior referrals, previous detention(s), and placement history.

Statement 1

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

This particular data set is essential for the proposed project as it provides a comprehensive, statewide perspective on juvenile justice cases, enabling direct comparisons between Dallas County and other jurisdictions across Texas. The ten-year timeframe (January 1, 2015 - August 1, 2024) allows for analysis of trends over time, including the impact of major juvenile justice reform efforts and events like COVID-19. The detailed information requested, encompassing demographics, offense details, risk assessments, mental health screenings, and disposition outcomes, enables a thorough examination of the factors influencing case dispositions and outcomes, which is crucial for addressing the research questions about disparities and system effectiveness. Access to this statewide data will allow the researchers to contextualize Dallas County's performance within the broader Texas juvenile justice landscape, providing valuable insights for the development and implementation of the proposed prosecution and diversion matrix.

Statement 2

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



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Statement 2

This study will provide a comprehensive, data-driven analysis of juvenile justice processes across the state, with a particular focus on comparing Dallas County to other jurisdictions. By examining disposition rates, timeframes, and outcomes for various youth demographics, offense types, and risk levels, the project will illuminate patterns and disparities within the system. This information can be invaluable for Dallas County policymakers and practitioners seeking to improve the efficiency and fairness of juvenile justice processes. The research aims to identify factors that influence case dispositions and outcomes, including potential biases or systemic issues that may disproportionately affect certain groups of youth. By uncovering these patterns, the study can inform targeted interventions and policy reforms to address disparities and improve outcomes for all youth involved in the juvenile justice system in Dallas County. In particular, the project's focus on developing and implementing a prosecution and diversion matrix in Dallas County could serve as a model for other jurisdictions in Texas. If successful, this approach could lead to more consistent, fair, and effective decision-making processes in juvenile cases across the state, potentially reducing unnecessary detentions and improving long-term outcomes for youth. Furthermore, by analyzing data from before and after major juvenile justice reform efforts and events like COVID-19, the study will provide insights into the impact of these changes on the system. This information can guide future reform efforts and help the juvenile justice system in Texas become more resilient and adaptable to changing circumstances. Ultimately, this project has the potential to contribute to a more equitable, efficient, and effective juvenile justice system in Texas, benefiting not only the youth involved but also their families and communities.

TJJD Staff Time

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

TBD

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.

N/A

Identify the amount of time required by each research participant.

N/A

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

The research proposal outlines several measures to protect the confidentiality of the data: The only identifiers included will be each youth's personal identifier (PID) number and the Headquarter County Number, which allows for tracking cases by county and individual without revealing personal information. This de-identification process is a crucial first step in protecting confidentiality. Evident Change, the organization conducting the research, has established robust processes and protocols for safeguarding protected personally identifiable information (PII) and other sensitive data. These protocols comply with applicable federal, state, local, and tribal privacy laws and confidentiality obligations. Data transfer will occur either through a Secure Shell (SSH) protocol, which ensures secure access and encrypted data transfer using RSA public key cryptology, or in person via a password-protected LOK-IT secure flash drive. This ensures that the data is protected during transmission. Once received, all collected data will be treated as sensitive and stored in segregated network zones on utility file servers, Oracle/SQL server databases, or designated internal file servers for evaluation purposes. Access controls will limit data access to only authorized Evident Change staff. Only the Principal Investigator will have access to the original data. The data will be further de-identified with dummy IDs for analytics, adding an extra layer of protection. All research and evaluation personnel will receive security and human subjects' protection training to ensure they understand and follow proper data handling procedures. The entire data protection process will be overseen by Evident Change's Chief Legal and Operating Officer, ensuring compliance with SOC 2 Type 2 audit requirements. These comprehensive measures demonstrate a strong commitment to protecting the confidentiality of the sensitive juvenile justice data being used in this study.



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Project Timeline

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

The proposed timeline for the collection, cleaning, analysis and reporting of results from the data collected is approximately 6 months. Once the data is collected, it is anticipated that the analysis and reporting will take approximately 60 to 90 days to complete.

Funding Source and Amount

Source: Dallas County Office of the District Attorney

Amount: N/A

If this is not applicable, briefly explain the reason.

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: Erin M. Espinosa, PhD Title: Director of Research
2. Research Project Name: Dallas County Disposition Process
3. Sponsoring Entity: Dallas County District Attorney's Office
4. Type of Project (select primary type):
 - Medical
 - Pharmaceutical
 - Psychological
 - Social
 - Other If other, please specify: Administrative data for CQI comparisons to other counties
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: 2024-1159-1
9. IRB Approving Entity: Evident Change IRB
10. Project Begin Date: 8/5/2024
11. Data Collection Begin Date: 8/5/2024
12. Data Collection End Date: 9/30/2024
13. Project Completion Date: 12/21/2024
14. Status: Pending

INSTITUTIONAL REVIEW BOARD

IRB Number 2024-1159-1

Reviewed _____/Pending Review _____

EvidentChangeIRB@evidentchange.org



August 5, 2024

Principal Investigator: Erin Espinosa, PhD

Key Personnel:

Study Location: Evident Change, [REDACTED]

Study Title: Youth Pathways: Examining the pathways youth take to and through juvenile justice disposition processes; comparing Dallas County to other counties in Texas.

Submission Type: EXPEDITED REVIEW

Protocol Number: 2024-1159-1

Determination Date: AUGUST 2, 2024

Status Check Due Date: AUGUST 1, 2025

Thank you for your recent submission to the Evident Change Institutional Review Board (IRB). The IRB has reviewed the following documents.

- 2024-1159-1 IRB Application Form
- Attachment A – Potential Data Points Requested
- Attachment B – IRB Waiver of Consent

In accordance with federal regulations ([45 CFR part 46](#)) for review of research studies, the IRB reviewed your application and has determined that this protocol is APPROVED under the following category.

- Exempt status
- Expedited review
- Full review
- Renewal
- Amendment

Explanation: **LIST ANY CONDITIONS OR MODIFICATIONS THAT MUST BE ADDRESSED BEFORE FULL APPROVAL IS GRANTED, ANY FEEDBACK REGARDING DENIAL, OR ANY OTHER RECOMMENDATION.**

[REDACTED] • [REDACTED] • 800-306-6223

You have an obligation to alert the IRB immediately about any unforeseen negative consequences, which includes a violation of data protection stemming from this research. Additionally, any significant alterations to the procedures or protocols necessitate immediate notification to the IRB.

An annual status check must be submitted from the determination date specified above. Upon completion of the study, the principal investigator is responsible for submitting a **RENEWAL, CLOSURE, & AMENDMENT PACKET** to the IRB. This determination pertains to research activities involving personnel listed on this document. The principal investigator must ensure adherence to detailed IRB requirements and compliance with relevant laws and regulations in the jurisdiction(s) where the research is conducted.

Sincerely,

A Glenn Wallace

Evident Change IRB Co-Chair

cc: Angie Wolf, Chief Program Officer; Evident Change IRB



ATTACHMENT A: REQUESTED DATA ELEMENTS

The data requested are fully incorporated and delineated within the electronic data interchange (see attachment C) specifications, as set forth in version 1.22 published in December 2023. This comprehensive document serves as the authoritative reference, providing clear definitions and parameters for each data element. By adhering to these specifications, we ensure consistency and accuracy in data collection and transmission across all relevant systems and platforms. Users and developers can rely on this version as the current standard, facilitating seamless integration and interoperability.

Sample Frame for Data: For all youth referred to local Juvenile Probation Departments during the sample period of January 2015 – August 1st, 2024:

Demographics:

- Headquarter County Number (so we can track by county)
- PID Number (or other id number for consistent youth level data analysis)
- DPS SID Number (to identify youth who are re-arrested in the adult system)
- Sex
- Race
- Date of Birth (DOB)
- Child Lives With
- Special Education
- Mental health needs
- In Treatment?
- Sexual abuse (As defined within the EDI/JCMS specs)
- Physical abuse (As defined within the EDI/JCMS specs)
- Emotional abuse (As defined within the EDI/JCMS specs)
- School status at time of referral
- Last grade completed
- Substance abuse

Offense/Disposition:

- All referrals (type and offense codes) and referral dates for youth referred to local juvenile probation departments during the sample period
- All referral dates
- All dispositions (primary and secondary) and disposition dates for youth referred to local juvenile probation departments during the sample period.
- All disposition dates



Supervision:

- Supervision Type
- Supervision Begin and End dates
- Supervision Outcome

Risk and Needs Assessment

- All risk and needs assessment scores
- Date of risk and needs assessments
- Type of risk and needs assessment

Mental Health:

- Maysi - 2 screening date for each formal referral within the sample period (may have more than one).
- Maysi-2 scoring summary for each Maysi-2 administered during the sample period (Alcohol/Drug Use, Angry-Irritable, Depressed-Anxious, Somatic Complaints, Suicide Ideation, Thought Disturbance, Traumatic Experiences)
- Subsequent Assessment? (a mental health assessment as a result of the Maysi - 2) [Y/N as guided by the EDI/JCMS specifications)
- Where was the youth referred for subsequent assessment
- Was the subsequent assessment conducted

Behavioral Health Services:

- Behavioral health referral date (or equivalent in JCMS/EDI)
- Behavioral health referral reason
- Referred to (behavioral health provider)
- Behavior referral outcome
- Funding source

Behavioral Health Diagnosis:

- **From assessment data:** All primary and secondary diagnosis in each of the 5 Axis as defined within the DSM-I and assessment dates (may have multiple assessments during sample period).
- **From JCMS or equivalent system:** Diagnosis as defined within the EDI/JCMS Specs
- NOTE: These will be matched to disposition decisions occurring around the same time period or following the assessment date.
- All psychological tests
- All psychological test dates

Program

EVIDENT CHANGE

Inform Systems. Transform Lives.

- All program and non-residential service referral, type, start and end dates
- Program funding type

Removal from the home:

Detention:

- All detentions (to include date detained and date released)
- All dates of detention
- All dates of release from detention

Out-of-Home Placement

- All placements and placement types (to include date placed and date released)
- Placement level of care (as defined within the EDI/JCMS specs)
- Placement Service Type (as defined within the EDI/JCMS specs)
- Placement cost per day (as defined within the EDI/JCMS specs)
- Days in placement (Could use date in and date out as identified in TJPC EDI specs)
- Placement discharge reason (as defined within the EDI/JCMS specs)
- Placement funding source

State commitments

- All commitments to TJJD

ATTACHMENT 2

Statement of Data Security

Evident Change, hereinafter “**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):

Access Control/Password Protection/Storage/Physical Security

1. All electronic materials will be stored on a password-protected device and/or in a limited-access folder that is stored on a password-protected shared drive and will be disclosed only to Requester and individuals approved by the Texas Juvenile Justice Department (TJJJ) in accordance with the Agreement.
2. Access to device: Access to devices storing data shall be restricted by providing a locked and secure facility. This may be in the form of a secured datacenter/server room or a secured office. Regular audits of access control shall be performed.
3. Storage Devices: TJJJ information and/or data stored on devices such as file server shares must have security access controls restricting access to Requester and individuals approved by TJJJ in accordance with the Agreement. If information and/or data is to be stored on Cloud services, such as Platform as a Service (PaaS), Software as a Service (SaaS), or Infrastructure as a Service (IaaS), the cloud vendor must meet or be vetted by Texas Risk and Authorization Management Program (TX-RAMP) assessors for State of Texas TX-RAMP compliance. Cloud-based storage of TJJJ information must remain within the confines of the border of the United States.
4. Removable media: If data is stored on removable media (e.g., USB drive, DVD, external hard drive), the media must be encrypted using Federal Information Processing Standard (FIPS) 140-3-standards and secured in the same manner as storage machines. Removable media must be stored in a secure space, either in a locked office, locked cabinet, safe, data center/server room, or other restricted access locked facility. The removable media must be labeled with the appropriate information classification (e.g., Sensitive, Confidential).
5. Authorized Parties: Data must only be physically accessible in accordance with the CJIS Addendum Agreement. Proof of compliance with the CJIS Addendum must be provided to TJJJ before any information and/or data may be provided to the Requester.
6. Printed Media: Any data printed must use a Secure Print solution. Storage of printed data shall be restricted in the same manner as Removable Media. Destruction of printed materials must be done through a secure shredding service.
7. Media containing sensitive data must be labeled as “Sensitive Unclassified Information” or with the appropriate information categorization (e.g., personally identifiable information (PII), criminal justice information (CJI)).
8. Prior to release or disposal, electronic media containing sensitive data must be completely erased or destroyed using the latest revision to NIST Special Publication 800-8 authorized methods. Electronic media is any type of device that stores and allows distribution or use of electronic information.

Logical Security

1. Encryption: Data-at-rest is encrypted in accordance with FIPS 140-3 standards. Data-in-motion encryption is provided by Transport Layer Security (TLS) 1.2 and Security Shell (SSH) encrypted sessions and must use FIPS 140-3 standards cryptographic modules.
2. Secure Working Environments: Temporary working directories shall be constructed in a manner in alignment with raw data requirements. Data retention processes apply to temporary directories.

Monitoring/Auditing

1. System Logging: Devices that store or process data are actively monitored by an appropriate log-monitoring solution. Logs must be retained and made available to TJJJ by request. Logs must contain all successful and unsuccessful access attempts.

ATTACHMENT 2

Data Breaches

1. Data containing CJJ must be protected in accordance with the Agreement, Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Policy, and Texas Department of Information Resources Regulations, as applicable.
2. Breach of data security is the unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of sensitive personal information maintained by a person, including data that is encrypted if the person accessing the data has the key required to decrypt the data.
3. Requester must report to the TJJJ information security officer at IT-Security@tjjd.texas.gov all suspected or confirmed breaches of data security and/or incidents involving the loss and/or disclosure of CJJ or PII within three (3) hours of learning of the incident.

Data Destruction

1. Conclusion of Data Usage: As provided in the Agreement, information and/or data must be destroyed or maintained by the conclusion of the Project, by the termination date of the Agreement, or by the end date of any renewals of the Agreement. The information and/or data, including backups of datasets, must be destroyed in a manner such that it cannot be recovered under reasonable efforts. Destruction methods include shredding, incineration, and other appropriate methods for secure disposal.
2. Data retention: Data temporary analysis files shall be managed in the same manner as raw data unless specified by the Agreement requirements. Destruction of temporary analysis files is subject to the same requirements of data destruction as raw data.

Incident Response

1. An information system incident is an unexpected, unplanned event that could have a negative effect on information technology resources. A security incident is an event that violates security policies or circumvents security mechanisms (e.g., hostile probes, intrusions, malicious software) and that may lead to the unauthorized exposure, access, disclosure, compromise, or loss of confidential or sensitive information. All confirmed security incidents must be reported to the TJJJ information security officer no later than 24 hours after the discovery of the security incident.
2. Requester will be familiar with Sections 521.052, 521.053, and 521.151, Texas Government Code, related to the protection of Texas Citizen Information, information breach notification, and penalties for violations of Chapter 521, Texas Government Code.
3. In the event of an information breach involving TJJJ data, Requester will notify the TJJJ information security officer within 24 hours of discovery of the breach.
4. Requester will make every effort to provide TJJJ with applicable breach event artifacts and allow TJJJ to monitor and assist with Requester's investigation of the breach.
5. Requester will be responsible for any legal consequences as a result of a breach.

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



Requester Signature

Mindy Rowland, CLOO

Printed Name and Title

10/25/24

Date

Date

ATTACHMENT 3

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM
Legal Authority for and Purpose and Genesis of the
Security Addendum**

Traditionally, law enforcement and other criminal justice agencies have been responsible for the confidentiality of their information. Accordingly, until mid-1999, the Code of Federal Regulations Title 28, Part 20, subpart C, and the National Crime Information Center (NCIC) policy paper approved December 6, 1982, required that the management and exchange of criminal justice information be performed by a criminal justice agency or, in certain circumstances, by a noncriminal justice agency under the management control of a criminal justice agency.

In light of the increasing desire of governmental agencies to contract with private entities to perform administration of criminal justice functions, the FBI sought and obtained approval from the United States Department of Justice (DOJ) to permit such privatization of traditional law enforcement functions under certain controlled circumstances. In the Federal Register of May 10, 1999, the FBI published a Notice of Proposed Rulemaking, announcing as follows:

1. Access to CHRI [Criminal History Record Information] and Related Information, Subject to Appropriate Controls, by a Private Contractor Pursuant to a Specific Agreement with an Authorized Governmental Agency To Perform an Administration of Criminal Justice Function (Privatization). Section 534 of title 28 of the United States Code authorizes the Attorney General to exchange identification, criminal identification, crime, and other records for the official use of authorized officials of the federal government, the states, cities, and penal and other institutions. This statute also provides, however, that such exchanges are subject to cancellation if dissemination is made outside the receiving departments or related agencies. Agencies authorized access to CHRI traditionally have been hesitant to disclose that information, even in furtherance of authorized criminal justice functions, to anyone other than actual agency employees lest such disclosure be viewed as unauthorized. In recent years, however, governmental agencies seeking greater efficiency and economy have become increasingly interested in obtaining support services for the administration of criminal justice from the private sector. With the concurrence of the FBI's Criminal Justice Information Services (CJIS) Advisory Policy Board, the DOJ has concluded that disclosures to private persons and entities providing support services for criminal justice agencies may, when subject to appropriate controls, properly be viewed as permissible disclosures for purposes of compliance with 28 U.S.C. 534.

We are therefore proposing to revise 28 CFR 20.33(a) (7) to provide express authority for such arrangements. The proposed authority is similar to the authority that already exists in 28 CFR 20.21(b)(3) for state and local CHRI systems. Provision of CHRI under this authority would only be permitted pursuant to a specific agreement with an authorized governmental

agency for the purpose of providing services for the administration of criminal justice. The agreement would be required to incorporate a security addendum approved by the Director of the FBI (acting for the Attorney General). The security addendum would specifically authorize access to CHRI, limit the use of the information to the specific purposes for which it is being provided, ensure the security and confidentiality of the information consistent with applicable laws and regulations, provide for sanctions, and contain such other provisions as the Director of the FBI (acting for the Attorney General) may require. The security addendum, buttressed by ongoing audit programs of both the FBI and the sponsoring governmental agency, will provide an appropriate balance between the benefits of privatization, protection of individual privacy interests, and preservation of the security of the FBI's CHRI systems.

The FBI will develop a security addendum to be made available to interested governmental agencies. We anticipate that the security addendum will include physical and personnel security constraints historically required by NCIC security practices and other programmatic requirements, together with personal integrity and electronic security provisions comparable to those in NCIC User Agreements between the FBI and criminal justice agencies, and in existing Management Control Agreements between criminal justice agencies and noncriminal justice governmental entities. The security addendum will make clear that access to CHRI will be limited to those officers and employees of the private contractor or its subcontractor who require the information to properly perform services for the sponsoring governmental agency, and that the service provider may not access, modify, use, or disseminate such information for inconsistent or unauthorized purposes.

Consistent with such intent, Title 28 of the Code of Federal Regulations (C.F.R.) was amended to read:

§ 20.33 Dissemination of criminal history record information.

- a) Criminal history record information contained in the Interstate Identification Index (III) System and the Fingerprint Identification Records System (FIRS) may be made available:
- 1) To criminal justice agencies for criminal justice purposes, which purposes include the screening of employees or applicants for employment hired by criminal justice agencies.
 - 2) To noncriminal justice governmental agencies performing criminal justice dispatching functions or data processing/information services for criminal justice agencies; and
 - 3) To private contractors pursuant to a specific agreement with an agency identified in paragraphs (a)(1) or (a)(6) of this section and for the purpose of providing services for the administration of criminal justice pursuant to that agreement. The agreement must incorporate a security addendum approved by the Attorney General of the United

States, which shall specifically authorize access to criminal history record information, limit the use of the information to the purposes for which it is provided, ensure the security and confidentiality of the information consistent with these regulations, provide for sanctions, and contain such other provisions as the Attorney General may require. The power and authority of the Attorney General hereunder shall be exercised by the FBI Director (or the Director's designee).

This Security Addendum, appended to and incorporated by reference in a government-private sector contract entered into for such purpose, is intended to insure that the benefits of privatization are not attained with any accompanying degradation in the security of the national system of criminal records accessed by the contracting private party. This Security Addendum addresses both concerns for personal integrity and electronic security which have been addressed in previously executed user agreements and management control agreements.

A government agency may privatize functions traditionally performed by criminal justice agencies (or noncriminal justice agencies acting under a management control agreement), subject to the terms of this Security Addendum. If privatized, access by a private contractor's personnel to NCIC data and other CJIS information is restricted to only that necessary to perform the privatized tasks consistent with the government agency's function and the focus of the contract. If privatized the contractor may not access, modify, use or disseminate such data in any manner not expressly authorized by the government agency in consultation with the FBI.

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as “security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information.”

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes.

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Assistant Director
Criminal Justice Information Services Division, FBI
1000 Custer Hollow Road
Clarksburg, West Virginia 26306

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM
CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

[Redacted Signature]

Signature of Contractor Employee

11/7/2024

Date

Erin Espinoso

Printed or Typed Contractor Employee Name

Sex: [Redacted] Race: [Redacted] DOB: [Redacted] State/ID or DL: [Redacted]

Signature of Contractor Representative

Date

Printed or Typed Name of Contractor Representative

Organization Name and Representative's Title