



## Texas Juvenile Justice Department RESEARCH AGREEMENT

**THIS IS AN AGREEMENT** between the State of Texas, represented by and through the **Texas Juvenile Justice Department**, hereinafter the "**Department**," and **Johns Hopkins University**, hereinafter the "**Researcher**."

WHEREAS, the Researcher has submitted a written request and research proposal to the Department dated 3-5-2019, for the project entitled "*Impact of Medicaid Expansion Policy on Youth Violence*", attached hereto and incorporated by reference as **Attachment 1**; and

WHEREAS, the Department may, pursuant to Texas Family Code Section 58.009, 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, based upon the information provided in the written request and research proposal, the Department has determined that Researcher is an entity that may receive juvenile justice information 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 Researcher as allowed by Section 58.009 of the Texas Family Code 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 collected and maintained for statistical and research purposes by the Department pursuant to Texas Family Code Section 58.009, in response to a request from the Researcher.

### II. Confidentiality

The Researcher hereby acknowledges the confidential nature of the information disclosed and agrees to comply with each and every restriction and obligation set forth herein. The Researcher 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.

### III. Scope of Department's Release

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The Department will provide the Researcher the following items of information and/or data (Data) on all juveniles referred to juvenile probation departments from January 1, 2008 through the latest date available, not to exceed December 31, 2019, including all prior history:

- 3.1 All data elements contained on the Child Table with the exception of name, social security number, DPS SID number, and TSDS Number;
- 3.2 All data elements contained on the Referral Table;
- 3.3 All data elements contained on the Disposition Table;
- 3.4 All data elements contained on the Detention Table;
- 3.5 All data elements contained on the Offense Table;
- 3.6 All data elements contained on the Placement Table;
- 3.7 All data elements contained on the Supervision Table;
- 3.8 All data elements contained on the Decode Table; and
- 3.9 All data elements contained on the Offense Code Table.

For more details, please refer to **Attachment 3**.

**IV.  
Statement of Data Security**

The Researcher 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 Researcher**

- 5.1 The Researcher shall:
  - 5.1.1 Use the information and/or data provided only for the research, evaluative, and/or statistical purpose described in the written request and research proposal (**Attachment 1**);
  - 5.1.2 Limit access to the information and/or data to those employees or associates of the Researcher whose responsibilities cannot be accomplished without such access;
  - 5.1.3 Replace any and all identifying information of any record subject with an alphanumeric or other appropriate code, if applicable;
  - 5.1.4 Immediately notify the Department of any material changes in the purposes or objectives of his/her/its proposed research or in the manner in which the information and/or data will be used;
  - 5.1.5 Prohibit the disclosure of data in any form which identifies an individual, if applicable;

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- 5.1.6 Prohibit the disclosure, access, distribution, review, copying, or duplication of information and/or data provided other than for the stated research, evaluative, and/or statistical purpose;
  - 5.1.7 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;
  - 5.1.8 Provide a draft copy of the research report, article, or publication prior to dissemination; and
  - 5.1.9 Destroy any and all data files when the stated research, evaluative, and/or statistical purpose has been completed.
- 5.2 The Researcher shall not:
- 5.2.1 Disclose any of the information and/or data in a form which is identifiable to an individual in any project report or in any other manner whatsoever; or
  - 5.2.2 Make copies of any of the information and/or data provided other than what is absolutely necessary for research, evaluative, and/or statistical purposes or directly or indirectly transfer, disseminate, or disclose data files, electronic data, physical records, or copies of any information to any person, firm, other business, or governmental entity for any purpose without the Department's prior written consent.
- 5.3 In the event that the Researcher 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 researchers, associates, collaborators, and/or subcontractors, the Researcher shall:
- 5.3.1 Secure the written agreement of any such person or entity to comply with all terms of this Agreement as if they were named herein;
  - 5.3.2 Submit such written agreement to the Department with a request for its written consent;
  - 5.3.3 Prohibit disclosure of any of the information and/or data until the Department has provided such written consent;
  - 5.3.4 Notify the Department immediately upon discovery of any unauthorized use or disclosure or of any other breach of this Agreement by the Researcher's associates, collaborators, subcontractors, or other persons, and will cooperate with the Department to regain possession and/or prevent its further unauthorized use or disclosure; and
  - 5.3.5 Notify the Department immediately of any modification to the parties, providers, or subcontractors using the data for the stated research project.

**VI.**

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

The Researcher further agrees that the Department shall have the right, at any time, to monitor, audit, and/or review the activities and policies of the Researcher (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

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reserve the right to review the Researcher's work, including, but not limited to, project findings and reports, prior to dissemination or publication.

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

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

**VIII.  
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, requirements which are not met simply by the provision of information and/or data (Data), becomes the property of the Department.

The Department shall retain ownership of any rights it may have in the Data, and Department does not obtain any additional rights in the Data other than as set forth herein. Researcher agrees to recognize the contribution of the Department as the source of the Data in all written, visual, or oral public disclosures concerning Researcher's research using the Data, as appropriate in accordance with scholarly standards.

**IX.  
Hold Harmless**

To the extent permitted by the Constitution and the laws of the state of Texas, the Researcher 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 Researcher of any information received pursuant to this Agreement or for any acts by the Researcher which are libelous or slanderous or violates a right of confidentiality.

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

**X.  
Governing Law, Venue, and Legal Recourse**

The laws of the state of Texas shall govern the validity, construction, enforcement, and interpretation of this Agreement. Venue shall be determined by applicable law. And Researcher understands that failure to comply with terms of this Agreement, including misuse or wrongful disclosure, may result in the Department seeking legal recourse.

**XI.  
General**

This document constitutes the complete and final agreement between the Department and the Researcher. Any other oral or written agreements between the parties concerning the subject matter of this Agreement are of no force or effect after the effective date of this Agreement. 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

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inoperative. The Researcher and the Department agree that any modifications or amendments to this Agreement must be in writing and signed by all parties. Neither this Agreement nor any duties or obligations herein shall be assignable by the Researcher without express, prior written approval from the Department.

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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:   
Camille Cain  
Executive Director

Date: 11/5/19

The Researcher:

By:   
Lacey Douthat, J.D.  
Sr. Contracts Associate  
Johns Hopkins University Research Administration

Date: 11/11/2019

Read and Understood:

By:   
Dr. Elizabeth Letourneau  
Professor, Johns Hopkins University

Date: 11-18-2019

By: **Emma Elizabeth McGinty**  
Associate Professor, Johns Hopkins University  
Digitally signed by Emma Elizabeth McGinty  
DN: cn=Emma Elizabeth McGinty,  
o=Johns Hopkins,  
email=bmcginty@jhu.edu, c=US  
Date: 2019.11.18 10:49:32 -05'00'

Date: 11-18-2019

By:   
Dr. Luciana Assini-Meytin  
Assistant Scientist, Johns Hopkins University

Date: 11-18-2019

By:   
Dr. Reshmi Nair  
Assistant Scientist, Johns Hopkins University

Date: 11-11-2019

By:   
Mr. Robert Durr  
Data Manager, Johns Hopkins University

Date: 11/11/2019