



**Texas Juvenile Justice Department
RESEARCH OR STATISTICAL PROJECT AGREEMENT
CON0001418**

THIS IS AN AGREEMENT between the State of Texas, represented by and through the **Texas Juvenile Justice Department**, hereinafter the "**Department**," and the **National Center for Juvenile Justice**, hereinafter the "**Requester**."

WHEREAS, the Requester has submitted a written request research or statistical project proposal to the Department dated December 20, 2021, for the project entitled "*National Juvenile Court Data Archive*", 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

- 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 de-identified individual-level data on all juvenile referral dispositions between September 1, 2007 and December 31, 2023:

- 3.1 All data elements contained on the Child Table with the exception of name, SSN, TSDS Number, and DPS SID Number;
- 3.2 All data elements contained on Behavioral Health Services Table;
- 3.3 All data elements contained on Behavioral Health Treatment Table;
- 3.4 All data elements contained the Detention Table;
- 3.5 All data elements contained on the Disposition Table;
- 3.6 All data elements contained on the MAYSI Table;
- 3.7 All data elements contained on the Offense Table;
- 3.8 All data elements contained on the Placement Table;
- 3.9 All data elements contained on the Program Table;
- 3.10 All data elements contained on the Program Component Table;
- 3.11 All data elements contained on the Referral Table;
- 3.12 All data elements contained on the Supervision Table;
- 3.13 All data elements contained on the Decodes Table;
- 3.14 All data elements contained on the Psychological Test Table;
- 3.15 All data elements contained on the Drug Test Table; and
- 3.16 All data elements contained on the Offense Code Table.

The request includes three annual releases of data. The Department will provide the Requester the first release data through calendar year 2021 in 2022, the second release of data through calendar year 2022 in 2023, and the third release of data through calendar year 2023 in 2024.

In addition, TJJD authorizes the requester use of the court data to be used for the National Juvenile Court Data Archive Project for deliverables related to aggregate, de-identified national juvenile court statistics dissemination and documentation. This includes the mandated provision of jurisdiction specific documentation to be submitted to the National Archive of Criminal Justice Data (NACJD) at the Interuniversity Consortium for Political and Social Research (ICPSR) at the conclusion of the award cycle. Documentation will be in the form of the user guides found on the project's website: <https://www.ojdp.gov/ojstatbb/nicda/asp/guide.asp> [ojdp.gov]

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;
 - 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
- 5.2 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.

**Texas Juvenile Justice Department
Research or Statistical Project Agreement**

- 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**

**Texas Juvenile Justice Department
Research or Statistical Project Agreement**

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: _____
Shandra Carter
Executive Director (Interim), Texas Juvenile Justice Department

**Texas Juvenile Justice Department
Research or Statistical Project Agreement**

The Requester:

By: 
Melissa Sickmund
Director, National Center for Juvenile Justice

Date: 9/26/2022

Read and Understood

By: 
Sarah Hockenberry
Archive Project Manager, National Center for Juvenile Justice

Date: 09/26/2022



Research Project Proposal

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Project Title

National Juvenile Court Data Archive Project (Archive)

Principal Researcher

Name	Position, Title, or Other Qualification/Credential	University or Organization
Melissa Sickmund	NCJJ Director, Project Director	National Center for Juvenile Justice

Project Supervisor

☐ N/A (principal researcher is the project supervisor)

Name	Position, Title, or Other Qualification/Credential	University or Organization
Sarah Hockenberry	Research Associate	National Center for Juvenile Justice

Other Researchers

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

Charles Puzzanchera, Senior Research Associate, National Center for Juvenile Justice
 Jeremy Bilfield, Research Assistant, National Center for Juvenile Justice
 Anthony Sladky, Jr, Senior Computer Programmer, National Center for Juvenile Justice
 Jason Smith, Senior Computer Programmer, National Center for Juvenile Justice
 Gregory Chamberlin, Computer Programmer, National Center for Juvenile Justice
 Wei Kang, Web Developer, National Center for Juvenile Justice
 Nancy Tierney, Program Manager, National Center for Juvenile Justice
 Kristy Bach, Administrative Support, National Center for Juvenile Justice

Purpose of Project

☐ Thesis ☐ Dissertation ☐ Professional Paper ☒ Other (specify): Juvenile Justice Research

Executive Summary

Provide an overview of the proposed project.

The data provided to the Archive are used to create national estimates of juvenile court delinquency and status offense caseloads and case processing activities. These estimates are used in a variety of publications and online data analysis tools. Publications include the annual Juvenile Court Statistics report, and OJJDP Fact Sheets. The Statistical Briefing is updated annually from Archive data: <http://ojjdp.ncjrs.gov/ojstatbb/>

Research Questions

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

1. How many delinquency and status offense cases are handled in U.S. juvenile courts during the year? How have caseloads changed over time?;
2. What are the offenses involved in these cases? Have offense profiles changed over time?;
3. What are the demographic characteristics of the youth involved in these cases? Have demographic profiles changed over time? Do offense profiles differ for different groups?;
4. How do cases flow through the juvenile court system from referral to court through disposition? Do the case processing characteristics vary by offense and demographics? Has court decisionmaking changed over time?;
5. What are the case outcomes (dispositions) for these cases (out-of-home placement, probation, other sanction, dismissal/release)? Has the profile of outcomes changed over time? What case disposition options are associated



Research Project Proposal

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Research Questions

most often with which offenses and demographic characteristics?

Research Design

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

The design for the Archive project is derived from the overall goals/objectives related to disseminating national information and statistics about delinquency and status offense cases handled by juvenile courts. This entails requesting and collecting case level data files detailing case processing activities of delinquency and status offense cases. Collecting and processing these data files consume most of the project's resources as Archive staff continually monitor availability of new sources of data, as well as work closely with data providers to not only understand their files but to accommodate changes pertaining to case management system conversions. Once data are submitted to the project, files are reviewed for quality to ensure they meet minimum requirements for inclusion in the national estimates. After checking a data file for errors and inconsistencies, staff standardizes the data to a common format needed to create national estimates. After being re-coded into the national format, national estimates are developed using the national case-level database, the county-level (aggregate) database, and county-level juvenile population estimates.

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.

There are two major components of the estimation procedure used by the Archive project. First, missing values on individual records in the national case-level database are imputed using "hot deck" imputation procedures. Then the records of the national case-level database are weighted to represent the total number of cases handled by juvenile courts nationwide. The national estimation procedures are discussed in more detail in the methods section of the JCS: <https://www.ojjdp.gov/ojstatbb/njcda/pdf/jcs2019.pdf>

Requested Information and/or Data

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

Listed below are the tables we typically receive from your department and would like to request that we receive these 16 tables each within the proposed 3 year agreement, ideally in June 2022 (for CY21), June 2023 (for CY22), and June 2023 (for CY22).

1. All data elements contained on the ChildTable with the exception of name, SSN, DPS SID number, and TSDS number;
2. All data elements contained on Behavioral Health Services Table;
3. All data elements contained on Behavioral Health Treatment Table;
4. All data elements contained on the Detention Table;
5. All data elements contained on the Disposition Table;
6. All data elements contained on the MAYSI Table;
7. All data elements contained on the Offense Table;
8. All data elements contained on the Placement Table;
9. All data elements contained on the Program Table;
10. All data elements contained on the Program Component Table;
11. All data elements contained on the Referral Table;
12. All data elements contained on the Supervision Table;
13. All data elements contained on the Decodes Table;
14. All data elements contained on the Psychological Test Table;
15. All data elements contained on the Drug Test Table;
16. All data elements contained on the Offense Code Table

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



Research Project Proposal

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Requested Information and/or Data

These data elements will directly answer the research questions and will provide information needed to support national estimates of case processing characteristics.

Statement 1

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

The Archive collects, processes, and analyzes millions of juvenile court case records and develops and disseminates national estimates of juvenile court caseloads and court decisionmaking in order to support federal, state, and local policy and program development as well as a wide range of basic, applied, and legal research.

Statement 2

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

Information from the Juvenile Court Statistics report informs federal, state, and local policymakers and practitioners nationwide about the volume of cases and the manner in which the courts process them. In turn, the Archive provides research and statistics that inform juvenile justice policy, practice, and systems reforms and improvement efforts across the country. Archive data enables juvenile justice systems to compare themselves against the national figures. States considering juvenile justice reforms typically provide such comparisons to policymakers. The Juvenile Court Statistics report and the Easy Access to Juvenile Court Statistics online tool shows states that they can and should make aggregate statistics on the court handling of delinquency cases public. The Archive has also been a catalyst for improvements in juvenile court and juvenile justice data collection and reporting. The Archive staff not only provides "expert advice" but can direct data managers to specific other jurisdictions that can serve as mentors. Finally, outside researchers have also used Archive data to explore theoretical issues in addition to policy and practice questions.

TJJD Staff Time

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

Staff time needed is limited to amount of time it takes to generate file submissions and to answer occasional data processing questions as needed.

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).

Data are requested annually, usually in February, for data from the prior calendar year. Data from all jurisdictions are processed and the Juvenile Court Statistics report is typically published in the early summer of the next year. For example, 2019 were requested in February 2020 and the 2019 Juvenile Court Statistics report was released in June



Research Project Proposal

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Project Timeline

of 2021. The Archive is funded in three year increments, therefore the current award will cover and request data from CYs 2021, 2022, and 2023.

Funding Source and Amount

Source: Office of Juvenile Justice and Delinquency Prevention

Amount: \$2,000,000

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: Melissa Sickmund Title: NCJJ Director, Project Director
2. Research Project Name: National Juvenile Court Data Archive
3. Sponsoring Entity: Office of Juvenile Justice and Delinquency Prevention
4. Type of Project (select primary type):
 - ☐ Medical
 - ☐ Pharmaceutical
 - ☐ Psychological
 - ☐ Social
 - ☒ Other If other, please specify: Juvenile Justice Research
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: 002165
9. IRB Approving Entity: NCJJ IRB
10. Project Begin Date: 10/1/2021
11. Data Collection Begin Date: 9/1/2007
12. Data Collection End Date: 12/31/2023
13. Project Completion Date: 09/30/2024
14. Status: Data Analysis

NATIONAL CENTER FOR JUVENILE JUSTICE
Research Division

3700 SOUTH WATER STREET, SUITE 200 Pittsburgh, PA 15203
Phone: (412) 227-6950 | Web: www.NCJJ.org

October 16, 2018

Dr. Melissa Sickmund
National Center for Juvenile Justice
3700 S. Water St., Suite 200
Pittsburgh, PA 15203

Re: National Juvenile Court Data Archive

Dear Dr. Sickmund:

The National Center for Juvenile Justice's Institutional Review Board (IRB) (FWA00016486), conducted an expedited review of the National Juvenile Court Data Archive (OJJDP grant #2018-JX-FX-0002 on October 9, 2018, and approved the project in light of the federal regulations that govern the protection of human subjects. This approval will expire on October 9, 2019.

Even though your project is approved, the research must be conducted according to the proposal submitted to the IRB. If changes to the approved protocol occur, a revised protocol must be reviewed and approved by the IRB before implementation.

The purpose of the IRB is to protect the rights and welfare of human subjects involved in research activities being conducted under its authority and to ensure that NCJFCJ and NCJJ investigators are compliant with the ethical standards and regulations governing human subject research. This IRB is in compliance with the standards set in 28 CFR 46. Should you have additional questions or require clarification of the contents of this letter, please contact me.

Sincerely,



Teri Deal
Chair, National Center for Juvenile Justice IRB

ATTACHMENT 2

Statement of Data Security

The National Center for Juvenile Justice 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:

If any physical materials are sent (i.e. data stored on CDs or DVDs), they will be kept in a locked file cabinet at the National Center for Juvenile Justice (NCJJ). All keys to this file cabinet will remain in the possession of the Requester and/or employees of NCJJ 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 of NCJJ whose responsibilities cannot be accomplished without access to the materials stored on the hard drive. Please see attached document that details measures taken to protect data at NCJJ.

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.



Requester Signature

Staff Signature

Melissa Sickmund, Director
Printed Name and Title

Printed Name and Title

2/8/2022

Date

Date



Requester

Sarah Hockenberry, Project Manager
Printed Name and Title
02/08/2022

Date

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Requester Signature

Melissa Sickmund, Director
Printed Name and Title

2/8/2022
Date


Requester Signature

Sarah Hockenberry, Project Manager
Printed Name and Title

02/08/2022
Date


Staff Signature

Anthony R. Slacky, Jr., Computer Programmer
Printed Name and Title

02/08/2022
Date

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Requester Signature

Melissa Sickmund, Director
Printed Name and Title

2/8/2022
Date


Requester Signature

Sarah Hockenberry, Project Manager
Printed Name and Title

02/08/2022
Date


Staff Signature

Charles Puzanich Sr Research Associate
Printed Name and Title

2-9-2022
Date

ATTACHMENT 2

Statement of Data Security

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Requester Signature

Melissa Sickmund, Director
Printed Name and Title

2/8/2022
Date


R

Sarah Hockenberry, Project Manager
Printed Name and Title
02/08/2022
Date


Staff Signature
Gregory Chamberlin - Comp. Programmer II
Printed Name and Title

2/8/2022
Date

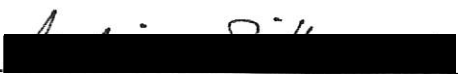
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This Statement of Data Security is a binding part of the Agreement. The Requester's failure to comply with the precautions described herein may constitute a breach or default under the Agreement and entitle the Texas Juvenile Justice Department to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


Requester Signature

Melissa Sickmund, Director
Printed Name and Title

2/8/2022
Date


Requester Signature

Sarah Hockenberry, Project Manager
Printed Name and Title

02/08/2022
Date


Staff Signature

Jason D Smith, Sr Computer Programmer
Printed Name and Title

2/8/2022
Date

ATTACHMENT 2

Statement of Data Security

The National Center for Juvenile Justice 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:

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Requester Signature

Melissa Sickmund, Director
Printed Name and Title

2/8/2022
Date


Requester Signature

Sarah Hockenberry, Project Manager
Printed Name and Title

02/08/2022
Date


Staff Signature

Jeremy Bilfield, Research
Printed Name and Title

02/08/2022
Date

National Juvenile Data Archive Data Protection

Security

Office

The National Center for Juvenile Justice is in Suite 200 of the River Tech building located at 3700 South Water Street in Pittsburgh, Pennsylvania. The building is locked during non-working hours and building employees are required to use a key card in order to enter the building during these times. A further level of security is provided by NCJJ's office as it is not open to the public and staff must use a key card to enter the suite at all times of the day. During non-working hours, the suite is secured by dead-bolt.

Data Room/Off site security

Data submissions are stored on a stand-alone network within a secure data room to which only 4 Archive staff members have access. Also stored in the secure room are backups of the data submissions. Additionally, backups are also stored in a security box at a bank to which only two staff members have permission to access.

Computers/Server

It is standard policy that each staff member at NCJJ protects their computers with unique usernames and passwords. Only designated Archive staff members (a total of 7) have access to the data stored on the server in the data room and they are required to enter an additional user name and password to log in to the server.

Confidentiality

We will never release your data without your permission.

We will never identify your State or counties/jurisdictions within your State without your permission.

We will never identify an individual child.

Data presented or published are aggregate statistics.

Juvenile and case ID numbers are requested only so that we can properly link records/tables when working with your data. These ID numbers can be encrypted as long as the same algorithm is used from year to year (so a youth would have the same encrypted number over time) and someone at your organization can decrypt the ID number if we were to have a question about a particular record. Being able to decrypt the ID number will allow you to find the juvenile in your system. We would not want the decryption algorithm.

Institutional Review Board Requirement

The Archive project is required to seek Institutional Review Board (IRB) approval annually. The role of the IRB is to make certain that all Federal, state, and local requirements are met for human subject protection as established by the Common Rule for the Department of Justice, Title 28, Part 46, of the Code of Federal Regulations and Title 28 Code of Federal Regulations Part 22 (28 CFR22) Confidentiality of Identifiable Research and Statistical Information. We take confidentiality and human subject protection very seriously. Most of our data providers do not operate their own IRBs, but the numbers of jurisdictions doing so is increasing. To assist them in doing so, we created an IRB website (<http://www.ncjj.org/irb/>).

Data Transfer Agreement between Data Contributor and NCJJ

We understand that there may be policies in place requiring you to limit the amount or type of data you can release. It is up to you the restrictions or limitations on our use of your data you require. We willingly adhere to any data transfer agreement you may have. Examples of additional limits you can place are:

- Prohibiting us from releasing your data files to outside (non-NCJJ) researchers
- Requiring annual data transfer/use agreements
- Requiring individual Archive staff to sign confidentiality agreements
- Requiring data transfer through your own secure FTP site

Use of data by, and Data Transfer Agreement with outside (non-NCJJ) researchers

If you permit us to make your data available to non-NCJJ researchers and we are notified of an interest in receiving some of your data, the researcher will be required to submit a formal request outlining the reasons for the request (i.e. the specific research proposal). We will submit this request to you for your approval, at which point you may place further restrictions on how the data may be used. Additionally, in all cases, the researcher must submit a copy of IRB approval before any data file will be released. If they do not have an IRB at their location, they may make use of NCJJ's IRB. For more information about ordering data, please visit the Archive's website (<http://www.ojjdp.ncjrs.gov/ojstatbb/njcda/>).