



April 24, 2023

To: Mayor Jerry L. Demings
-AND-
County Commissioners

Thru: Daniel P. Banks, Deputy County Administrator

From: Louis A. Quiñones, Jr., Chief
Corrections Department

A handwritten signature in black ink, appearing to read "L. Quiñones", written over the printed name in the "From:" field.

Contact: Andrea Lowery, Manager, Corrections Fiscal and Operational Support Division

Subject: Consent Agenda Item | May 23, 2023
Data Use Agreement Between the Bureau of Justice Statistics and Orange
County on Behalf of the Orange County Corrections Department for the
Local Jail Reporting Program Pilot Study

The purpose of this Data Use Agreement is for Orange County, on behalf of its Orange County Corrections Department to provide to the Bureau of Justice Statistics located within the Office of Justice Programs of the U.S. Department of Justice, with individual-level jail booking data on a one-time basis for the Local Jail Reporting Program Pilot Study. The data that the Bureau of Justice Statistics obtains from Orange County, on behalf of the Orange County Corrections Department will contribute to the Bureau of Justice Statistics' objectives to describe the movement of offenders through local jail systems at the national and state levels.

ACTION REQUESTED:

Approval and execution of Data Use Agreement between the Bureau of Justice Statistics and Orange County, Florida on behalf of its Orange County Corrections Department, for the Local Jail Reporting Program Pilot Study.

cc: Andrea Lowery, Manager, Corrections Fiscal and Operational Support Division
Lee Isbell, Senior Monitoring and Evaluation Coordinator
File

DATA USE AGREEMENT

BETWEEN THE BUREAU OF JUSTICE STATISTICS AND ORANGE COUNTY, FLORIDA, ON BEHALF OF ITS ORANGE COUNTY CORRECTIONS DEPARTMENT, FOR THE LOCAL JAIL REPORTING PROGRAM PILOT STUDY

I. PURPOSE

The purpose of this Data Use Agreement (hereinafter referred to as the Agreement) is for Orange County, Florida, on behalf of its Orange County Corrections Department (hereinafter Orange County) to provide to the Bureau of Justice Statistics (BJS), located within the Office of Justice Programs (OJP) of the U.S. Department of Justice (DOJ), (the Parties) with individual-level jail booking data on a one-time basis for the Local Jail Reporting Program Pilot Study (LJRP-Pilot). The data that BJS obtains from Orange County will contribute to BJS's objectives to describe the movement of offenders through local jail systems at the national and state levels.

This Agreement includes the following attachments:

- LJRP-Pilot project description (Attachment I)
- List of data variables and reference years that Orange County will provide to BJS (Attachment II: Electronic Data Extraction Guide)
- BJS Data Protection Guidelines (available at https://www.bjs.gov/content/pub/pdf/BJS_Data_Protection_Guidelines.pdf).

II. AUTHORITY

The Director of BJS is statutorily authorized to “utilize, with their consent, the records . . . [and] information of other Federal, State, local and private agencies and instrumentalities. . .” 34 U.S.C. § 10132.

Orange County may provide data to BJS under 34 U.S.C. § 10132.

III. GOVERNANCE

This Agreement and the performance of the parties' obligations hereunder will be governed by and construed and enforced in accordance with federal law.

IV. DEFINITIONS

Key terms in this Agreement (e.g., incident, personally identifiable information, information identifiable to a private person, etc.) will maintain their definitions as provided by federal law and policy, to include: statutes, regulations, and other guidance provided by the Office of Management and Budget (OMB) and the DOJ.

For the purpose of this Agreement, the term “award recipient” refers to the entity (e.g., a private organization or an institution of higher learning) that receives funding from BJS through a cooperative agreement, grant, contract, subaward, or subcontract to

perform statistical or research activities (e.g., collecting, receiving, handling, maintaining, transferring, processing, storing, or disseminating data). The term “data collection agent” refers to an individual who works under BJS’s authority through such an award to complete statistical or research activities in conjunction with the funded project(s).

V. EFFECTIVE PERIOD

This Agreement shall become effective upon the date of signature by the second of the authorized officials of BJS and Orange County. This Agreement shall renew automatically and remain in effect for five years from the effective date, or until terminated by one or both of the parties.

VI. MODIFICATION OR TERMINATION

Either party may modify this Agreement at any time by a written modification that is approved and signed by the appropriate authorities of each party. Either party may terminate this Agreement by a written modification submitted 60 days before the new end date.

Orange County shall retain the right to terminate this Agreement at any time should BJS or its data collection agents violate the terms of the Agreement.

VII. DATA CONFIDENTIALITY

Data collected by BJS are maintained under the confidentiality provisions outlined in 28 C.F.R. Part 22 and 34 U.S.C. §§ 10134 and 10231. Relevant provisions include the following—

- BJS shall utilize the data it collects from Orange County only for research and statistical purposes
- Data collected by BJS shall be gathered in a manner that precludes their use for law enforcement or any purpose relating to a private person or public agency other than a statistical or research purposes
- BJS shall provide access to the Orange County data file and the identifiable information contained in it to entities outside of BJS only to the extent that the entity has a need to know, consistent with the above referenced federal statutes and regulations
- Any reports, analyses, or other summaries of the information contained in the Orange County data files that BJS makes publicly available shall not contain information that can reasonably be expected to lead to the identification of an individual or other person identified therein.

BJS award recipients that operate as data collection agents will work under BJS’s authority and direction to collect and handle data provided under this Agreement. Such data collection agents are required by law to adhere to the data security and

confidentiality requirements in 28 C.F.R. Part 22. For additional information regarding data protection responsibilities, see the BJS Data Protection Guidelines.

VIII. DATA SECURITY AND PRIVACY

BJS shall maintain the appropriate administrative, physical, and technical safeguards to protect identifiable information collected or maintained under its authority in accordance with applicable DOJ IT security policies and regulations, OMB guidance, and federal law.

The BJS Data Protection Guidelines summarize the specific technical requirements that BJS is required to follow, including –

- Ensure that information systems that maintain identifiable information are adequately secured and protected against unauthorized disclosure in accordance with the Federal Information Security Modernization Act of 2014 (FISMA; Pub. L. No. 113-283)
- Adhere to National Institute of Standards and Technology (NIST) guidelines to categorize the sensitivity of all information collected or maintained on behalf of BJS
- Once the system has been categorized, secure data in accordance with the accepted Risk Management Framework
- Employ adequate controls to ensure data are not comingled with any other dataset or product without the express written consent of BJS (applicable to BJS data collection agents)
- Reduce the volume of PII collected, used, or retained to the minimum necessary
- Limit access to PII to only those individuals who must have such access, including requisite IT security administrators
- Ensure all cooperative agreements and contracts involving the processing and storage of PII comply with DOJ policies on remote access and security incident reporting
- Employ sanctions for anyone failing to comply with DOJ policies and procedures, in accordance with applicable laws and regulations
- Ensure that all BJS employees and data collection agents complete data security and confidentiality training, as applicable.

To comply with the Cybersecurity Enhancement Act of 2015 (codified in relevant part at 6 U.S.C. § 151), OJP facilitates, through the DOJ Trusted Internet Connection and the Department of Homeland Security's EINSTEIN 3A system, the inspection of all information transmitted to and from OJP systems including, but not limited to, data collected and maintained by BJS.

IX. DISPOSITION OF DATA

BJS shall follow federal regulations at 28 C.F.R. § 22.25 related to the disposition of data containing information identifiable to a private person, unless the data are still needed for statistical purposes. BJS award recipients are required to return to BJS or destroy PII or other nonpublic data collected in conjunction with BJS grant-funded activities upon delivery of the data to BJS and project completion.

X. DATA ARCHIVING

Consistent with its statistical mission and subject to strong confidentiality protections, BJS shall archive the published NCRP dataset at its official criminal justice data archive, currently the National Archive of Criminal Justice Data (NACJD), to facilitate and encourage replication and further research in the field of criminal justice. All data submitted for archiving shall be subject to a comprehensive disclosure risk assessment and thoroughly examined to ensure confidentiality is protected. BJS datasets that do not include PII are available online for download as public use files. The NACJD protects respondent confidentiality by removing, masking, blanking, or collapsing direct or indirect variables and records within the public-use files.

In cases where BJS and the NACJD determine that additional measures are needed to mitigate potential disclosure risks, BJS may archive its data in a restricted-use setting where it is accessible to only approved researchers and users, pending a thorough application review and approval process. Users of BJS restricted data must agree to use the data for only statistical or research purposes and maintain the appropriate technical, physical, and administrative procedures to protect confidentiality. Projects must also be reviewed by an Institutional Review Board and approved users must sign a restricted data use agreement to affirm their understanding of an agreement to comply with all required data security, confidentiality, data use, and privacy requirements.

For more information about the NACJD and its archiving procedures and access methods, see <https://www.icpsr.umich.edu/web/pages/NACJD/index.html>.

XI. INCIDENT RESPONSE PROCEDURES

In the event of a real or suspected data incident involving PII collected or maintained by BJS or its data collection agents pursuant to this Agreement, BJS shall follow DOJ's established incident response procedures and rules of behavior. These procedures include the timely internal and external notification to the appropriate DOJ officials, law enforcement agencies, and individuals potentially impacted by the incident; assessment of the potential risk of harm; and development of appropriate mitigation options. BJS data collection agents that collect or maintain PII under BJS's authority are similarly required to maintain procedures to effectively respond to an incident. In the event of a suspected incident, BJS may disclose information to the appropriate agencies, entities, and persons to respond to an incident involving PII maintained by

BJS or to assist another agency in its response to an incident. The BJS Data Protection Guidelines provide more details about DOJ's incident response procedures.

XII. PENALTIES FOR UNAUTHORIZED DISCLOSURE

Each party shall be responsible for any and all acts or omissions of its own staff, employees, officers, agents, and contractors.

Violations of the confidentiality provisions of 34 U.S.C. § 10231 shall constitute a violation of this Agreement and may be punished by a fine not to exceed \$10,000, in addition to any other penalty imposed by federal law. Further confidentiality protections for statistical data are contained in 18 U.S.C § 1905. Penalties for violating this statute include mandatory termination from employment, as well as a fine, term of imprisonment of not more than one year, or both.

In the event BJS or its data collection agents fails to comply with any of the material terms of this Agreement, the <data provider name> shall have the right to terminate the Agreement, in addition to pursuing all penalties available under federal law. Additionally, at the direction of Orange County, BJS shall forthwith return or dispose of all information provided by Orange County

XIII. LIABILITY/INDEMNIFICATION:

Each party shall be responsible for any liability arising from its own conduct and retains immunity and all defenses available to them pursuant to federal law and state law, and neither party agrees to insure, defend, or indemnify the other party.

In the event of a dispute between the parties, the parties shall use their best efforts to resolve the dispute in an informal fashion through consultation and communication that is mutually acceptable to both parties.

XIV. APPROVALS

By their signatures below, the authorized officials approve this Agreement:

BUREAU OF JUSTICE STATISTICS

Christy Rizer

Director

04/04/23

Date

ORANGE COUNTY, FLORIDA

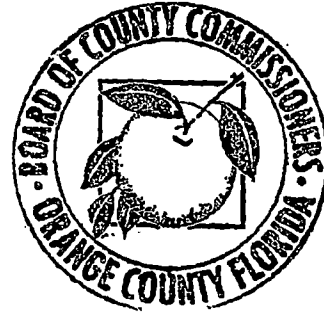
By: Orange County Board of County
Commissioners

By: *Jerry L. Demings*

for Jerry L. Demings
Orange County Mayor

May 23, 2023

Date



Attachment 1: Local Jail Reporting Program Pilot Study Description

The Bureau of Justice Statistics (BJS) currently obtains aggregate data on the local jail population through facility censuses and surveys (i.e., the Census of Jails and Annual Survey of Jails) and individual-level information on inmates through periodic personal interview surveys (i.e., the Survey of Local Jail Inmates and the National Inmate Survey). To complement existing jail collections, BJS is conducting a pilot study to test the feasibility of the Local Jail Reporting Program (LJRP), a new data collection of administrative records from local jails. The goal of the LJRP is to collect individual-level and case-level data to better understand the flows of arrested persons through local jail systems, the characteristics of the jail population, and the charges and sentences associated with jail incarceration.

The LJRP will collect data on a one-day snapshot of the jail population, including demographic characteristics and information on charges, court dispositions, and sentences. It will also capture jail bookings with timestamps and information on the circumstances of admission and release. The individual-level booking data will be key to understanding important criminal justice issues, such as pretrial detention, the use of bail and temporary release, and jail recidivism (by linking records of the same individuals). The data collected from the LJRP will be used solely for statistical and research purposes.

Over 10 million people were admitted to the more than 3,000 local jails each year before the COVID-19 pandemic. The sheer volume of booking records from different jail jurisdictions represents not only a unique opportunity for jail research, but also a challenge to efficiently capture, process, harmonize, and analyze data extracted from different inmate management systems. The LJRP pilot study aims to collect data from about 10 of the largest local jails in the country. Through the pilot study, BJS will explore best practices to gain jail support for the LJRP, to negotiate data sharing agreements with local jails, and to manage complex jail booking data.

The pilot study will be completed in two phases by the University of Michigan (UM). During Phase 1, UM conducted interviews with some of the largest local jails in the U.S. to learn about their jail management systems and data sharing procedures. During Phase 2, BJS and UM will follow local jails' data sharing procedures to obtain approval, and then proceed to obtain and process pilot data from 10 of the jails that participated in Phase 1 of the study. The data BJS receives under this pilot study will be used to plan for the implementation of LJRP on a large scale and will not be published or released outside BJS.