



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact**

Fiscal Years	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
Net Fiscal Impact	<u>0</u>	_____	_____	_____	_____

**# ADDITIONAL FTE POSITIONS (Cumulative)**      0      0      0      0      0

Is Item Included In Current Budget?    Yes   X      No \_\_\_\_\_

Budget Account Exp No: Fund 1507 Department 762 Unit 7664/7668 Object 8201  
 Rev No: Fund 1507 Department 762 Unit 7664/7668 RevSc 3129

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

Fund: Criminal Justice Grant Fund  
 Unit: JAG State Solicitation (FDLE) (7664) and  
 JAG State Solicitation 2015 (FDLE) (7668)  
 Grant: JAG State 2014-JAGC-PALM-1-E5-214 (7664)  
 JAG State 2015-JAGC-PALM-3-R3-162 (7668)

The net fiscal impact is zero. This amendment only reclassifies the budget line items within the contract.

Departmental Fiscal Review: Stephanie Sepich

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Dev. and Control Comments:**

Stephanie Sepich  
 5/10/15  
 5/15  
 OFMB 5/15

Dr. J. Jacobson 5/22/15  
 Contract Administration

**B. Legal Sufficiency:**

James Brubaker 5/26/15  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

This summary is not to be used as a basis for payment.

**DATA TRANSFER AGREEMENT**  
**RTI INTERNATIONAL**  
**Permanent Release/Transfer of Data to RTI**

Information that is obtained or used for research is confidential and must be used only for statistical reporting or research purposes. Therefore, it is necessary to insure, to the extent possible, that any use of such data be limited to research by legitimate researchers, and in accordance with applicable laws and this Data Transfer Agreement (Agreement). Before research data ("Data") can be released, the Provider of the Data and the Recipient of the Data must agree to several provisions.

**This Agreement to transfer data is between the following parties:**

**Provider of the Data (Provider Institution):** Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, through its Criminal Justice Commission ("CJC"), hereinafter "the County".

**And**

**Recipient of the Transferred Data (Recipient Institution):** RTI International

**A. RECIPIENT, PROVIDER AND DATA INFORMATION**

**1. Information about the research project for which the Data are requested at the Recipient Institution (RTI):**

RTI Project Title to which Data will be transferred: **Evaluation of the FY 2011 Bureau of Justice Assistance Second Chance Act Adult Offender Reentry Demonstration Projects (AORDP) (also referred to as "Transitions for Success Study")**

RTI Project Number: **0213494**

RTI IRB Number of Project: **13321**

RTI Contact Person for the Project: **Pamela K. Lattimore, PhD**

Contact Person's RTI e-mail address: **lattimore@rti.org**

Contact Person's RTI telephone no. **(919) 485-7759**

**2. Information about the Provider Institution from which the Data are requested:**

Signature Craig Spatara Date 3/2/15

Craig Spatara, Manager, Criminal Justice Programs  
Name of Researcher/Contact Person at Provider Institution (printed or typed)

Palm Beach County Criminal Justice Commission  
Institution/Organization

301 N Olive Ave, West Palm Beach. FL 33401  
Address

561-355-2326 Telephone No. FAX No.

cspatara@pbcgov.org  
E-mail address

**3. Types of Data being requested and the study population from which the Data were collected.**

The SCA AORDP Outcome Evaluation consists of two study components: 1) a retrospective study that will assess the impact of SCA AORDP program participation on recidivism outcomes through the acquisition of administrative data for individuals released from incarceration between January 1, 2012 and May 31, 2014, including those who were enrolled in SCA programming as well as comparable individuals who received "treatment as usual", and 2) a prospective study that will assess the impact of SCA AORDP program participation on service receipt and a broad set of outcomes (e.g., drug use, employment, and housing) through 3 waves of in-person interviews with a smaller sample of reentering individuals interviewed by RTI between June 1, 2014 and December 31, 2014.

This data transfer agreement covers the acquisition of administrative data necessary to conduct outcome analyses for both study components.

RTI requests the data elements listed in the table below for the following populations:  
 1) all individuals released from incarceration from January 1, 2012 and May 31, 2014 who meet SCA eligibility criteria (i.e., those who enrolled in SCA programming as well as comparable individuals released during the same period who received "treatment as usual") and  
 2) all individuals who were included in the prospective outcome study (i.e., reentering individuals interviewed by RTI between June 1, 2014 and December 31, 2014).

RTI understands that some data providers may only have data for those enrolled in SCA programming and others may only have data for individuals who received "treatment as usual." RTI staff will work with the Palm Beach County Criminal Justice Commission to determine the specific population from which data will be collected. In addition, RTI understands that the Palm Beach County Criminal Justice Commission may not be able to provide all data elements listed below. RTI staff will work with the Palm Beach County Criminal Justice Commission to determine the specific data elements to be provided.

RTI will request the data file starting in the Fall of 2014. Some data providers will also be asked to provide an updated dataset starting in the Fall of 2015.

Type of Data	Specific Variables to be Requested
Identifying Information	<ul style="list-style-type: none"> <li>• Name</li> <li>• Correctional identifier (jail, DOC, or SBI number)</li> <li>• FBI number</li> <li>• Other identifiers needed to work with the site's relational database (e.g., booking ID, probation ID, etc.)</li> </ul>
Background Characteristics	<ul style="list-style-type: none"> <li>• Date of birth</li> <li>• Gender</li> <li>• Risk assessment score/level</li> </ul>

Type of Data	Specific Variables to be Requested
	<ul style="list-style-type: none"> <li>• Needs assessment results</li> <li>• Race/ethnicity</li> <li>• Educational attainment</li> <li>• Marital status</li> <li>• Parental status</li> <li>• Employment history</li> </ul>
Arrest/Incarceration Data	<ul style="list-style-type: none"> <li>• For each arrest included in agency's records: <ul style="list-style-type: none"> <li>○ date</li> <li>○ offense(s)</li> </ul> </li> <li>• For each conviction included in agency's records: <ul style="list-style-type: none"> <li>○ date</li> <li>○ offense(s)</li> </ul> </li> <li>• For each incarceration included in agency's records: <ul style="list-style-type: none"> <li>○ admission date</li> <li>○ release date</li> <li>○ offense(s)</li> </ul> </li> <li>• For instant incarceration only (i.e., incarceration that led to study participation) <ul style="list-style-type: none"> <li>○ Facility of release</li> <li>○ sentencing status (pre-trial vs. sentenced)</li> <li>○ whether released to supervision (and type of supervision)</li> </ul> </li> </ul>
Probation/Parole Data	<ul style="list-style-type: none"> <li>• For each supervision term <ul style="list-style-type: none"> <li>○ Start date</li> <li>○ End date</li> <li>○ type/level of supervision</li> </ul> </li> <li>• For instant term of community supervision only (i.e., term of supervision following release) <ul style="list-style-type: none"> <li>○ Conditions of supervision</li> <li>○ violations (date, type, sanctions received)</li> <li>○ revocations (date of violation, reason)</li> <li>○ drug test results (date, result, drug type)</li> </ul> </li> </ul>
Program/Service Receipt Data	<ul style="list-style-type: none"> <li>• For each program/service (e.g., substance abuse, mental health, employment, vocational/educational, cognitive behavioral program, anger management, case management contacts) to which sample member was referred or provided: <ul style="list-style-type: none"> <li>○ An indication of whether a referral was provided</li> <li>○ An indication of whether the service was provided</li> <li>○ Any available information on dosage (# of sessions received, duration of program/service )</li> </ul> </li> </ul>

**4. Are any direct identifiers (e.g., name, address, telephone numbers, Social Security numbers, medical record numbers) or sensitive indirect identifiers (e.g., date of birth, zip code, etc.) included in the Data being requested?**

Direct Identifiers	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Indirect Identifiers	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

**If Yes to Direct Identifiers, list the direct identifiers that are included in the Data:**  
 name, correctional identifier, FBI number, any other additional identifier needed to work with the site's relational database  
 Please note, RTI will not request Social Security numbers (SSN).

**If Yes to Indirect Identifiers, list the indirect identifiers that are included in the Data:**  
 date of birth, facility of release

**5. Current proposed use and analysis plans for the Data.**

The SCA AORDP Evaluation will use the administrative data to determine the effects of SCA AORDP program participation on criminal behavior (e.g., rearrest, reincarceration) and other outcomes (e.g., compliance with post-release supervision). In addition, administrative data will be used to (1) construct measures of program/service receipt based on administrative data, (2) construct a measure of criminal history based on official records, and (3) assess for whom SCA AORDP programs are most effective and examine predictors of recidivism.

**6. Safeguards (administrative, technical, physical) that will be used by the Recipient to protect the confidentiality of the Data.**

For data requests, the provider institution will be instructed to prepare two electronic data files. One will include just a dummy identification number and the requested administrative data elements. It will not contain the other identifiers that will be used to "match" the respondent (i.e., correctional identifiers, name, FBI number). The other file will include just the dummy identification number and the identifiers. Keeping identifiers separate from the requested data elements will be a safeguard in the event that the files are intercepted.

Prior to transferring the data files, the provider institution will be asked to use encryption software (e.g., WinZip) to encrypt the file. The provider institution will use a "strong" passphrase (consisting of at least 8 numbers, characters, and symbols) that RTI will use to de-encrypt the file after transmission. Encrypted data files will be transferred via the internet through a webpage (<https://ftp.rti.org>) developed for clients of RTI International to use to safely exchange files with project staff. This FTP site uses Secure Sockets Layer, meaning that uploaded files and text information are encrypted during the transfer. The contact at the provider institution will be given login credentials that will only be used for the SCA AORDP Evaluation. Any files uploaded to the FTP site by the contact at the provider institution will then be moved to RTI's private network. For files to be transferred from RTI to the provider institution, RTI will upload the encrypted file to the FTP site and notify the contact at the provider institution to go to the FTP site to retrieve the files. RTI staff will provide the provider institution with a step-by-step protocol describing each step involved in preparing and transferring the files and will be available to assist the contact at the provider institution throughout the process.

Following the termination of the project, the final datasets prepared by RTI (which will be merged across all provider institutions and all sites participating in the SCA AORDP Evaluation) will be de-identified, compressed, encrypted and archived for storage at ICPSR (Inter-university Consortium for Political and Social Research) with restricted access. RTI will also retain the archived files for five years after the end of the project.



**7. List of Individuals, Groups, or Classes of Persons who will have access to or use the requested Data at the Recipient Institution, including the RTI Project Contact Person (named in Item A.1). NOTE: Data may not be shared with researchers outside the Recipient Institution or the Recipient Institution's subcontractors via this DTA. The Recipient Institution must establish a separate DUA or DTA with Researchers at other Institutions before transferring or sharing the data with Researchers outside the Recipient Institution.**

**RTI Project Contact:** Pamela K. Lattimore, PhD, Principal Investigator,  
(919) 485-7759, [lattimore@rti.org](mailto:lattimore@rti.org)

In addition, the following RTI study staff will have access to the requested data:

- Data managers
- Statisticians

The SCA AORDP Evaluation also includes staff from a subcontractor, Urban Institute. Urban Institute will receive de-identified data from RTI to conduct study analyses.

**8. Requested data transfer date**

RTI will request the data file starting in the Fall of 2014. Some agencies will also be asked to provide an updated dataset starting in the Fall of 2015.

**B. TERMS AND CONDITIONS**

**By receiving the transfer of Data described above from the Provider, the Recipient (RTI) agrees to the following:**


1. RTI certifies that the statements made in this Agreement (above) regarding the planned use of the Data are complete and accurate.
2. RTI will not use the Data for purposes other than described in this Agreement and as approved by the Recipient's IRB.
3. RTI will establish and maintain the appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use or access to the Data.
4. RTI will not disclose Data nor permit others to use the Data except as permitted by law and RTI's IRB. Within RTI, access to the Data shall be limited to the minimum number of individuals necessary to achieve the purpose stated in the Agreement and in RTI's IRB approved protocol, and those individuals must execute appropriate confidentiality agreements as specified by RTI's IRB.

5. No findings or information derived from the Data may be released if such findings contain any combination of data elements that might allow for identification or the deduction of a study participant's identity.
6. RTI will report immediately to the RTI's IRB any use or disclosure of the Data other than as permitted by this Agreement, and will take all reasonable steps to mitigate the effects of such improper use or disclosure.
7. RTI agrees that in the event RTI violates any terms of this agreement, sample members whose data are included in the transferred data set may have a right of action against RTI, and that RTI will indemnify and hold Provider harmless from any legal actions brought by a sample member for improper release of confidential data to the extent caused by RTI's negligence or willful misconduct.
8. This Agreement shall be construed in accordance with applicable laws, and in a manner that supports compliance by Recipient and Provider with all applicable requirements of HIPAA (Health Insurance Portability and Accountability Act), and the Privacy Act of 1974.
9. The Terms and Conditions of this Agreement are for the sole benefit of Recipient and Provider and do not create any third party beneficiary rights.

**C. Signatures and Clearance for RECIPIENT Institution (RTI): RTI Researcher, RTI Office of Research Protection (ORP) or Regulatory and Quality Assurance (RQA) Clearance, and RTI Office of Contracts (OoC) or Supply Chain Management (SCM) Signature.**

The signatures below indicate that RTI will comply with the above stated provisions.

**1. Signature of RTI Researcher Responsible for this Data Transfer**

 3/11/2015  
Signature Date


Pamela K. Lattimore, PhD  
Name of RTI Researcher

RTI International, Center for Justice, Safety, and Resilience  
Institution/Organization

(919) 485-7759 lattimore@rti.org  
Telephone No. E-mail Address.

**2. Clearance by RTI's Office of Research Protection (ORP) or Regulatory and Quality Assurance (RQA)**

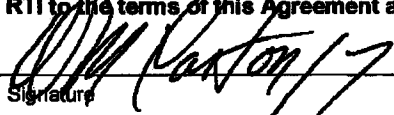
[Affix ORP or RQA stamp here]



Cleared By: Office  
of Research  
Protection  
2014.12.09  
14:12:21 -05'00'

**3. Signature of Official from RTI's Office of Contracts (OoC) or Supply Chain Management (SCM)**

On behalf of RTI, the undersigned individual hereby attests that he or she is authorized to legally bind RTI to the terms of this Agreement and agrees to all the terms specified herein

 \_\_\_\_\_  
Signature 03/11/2015  
Date

**William M. Castonguay**  
Name of Official from Office of Contracts or Supply Chain Management (printed or typed)

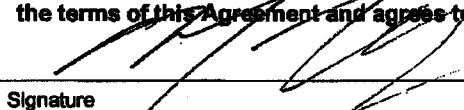
**RTI Office of Contracts**  
Institution/Organization

**919-541-8835** **wcastonguay@rti.org**  
Telephone No. E-mail Address.

**D. Signatures, Clearances and IRB Approval for Use of Data from PROVIDER Institution**

**1. Signature of Official from PROVIDER Institution**

Signature below indicates that approval is given for release of Data to RTI for use according to the provisions outlined in this Agreement. On behalf of the Provider/Releasing Institution, the undersigned individual hereby attests that he or she is authorized to legally bind the Provider/Releasing Institution to the terms of this Agreement and agrees to all the terms specified herein.

 \_\_\_\_\_  
Signature 3-2-15  
Date


**Michael L. Rodriguez, Executive Director, Criminal Justice Commission, on behalf of the Palm Beach County Board of County Commissioners, Palm Beach County, FL**

Name of Official from Provider/Releasing Institution (printed or typed)

**Palm Beach County**  
Institution/Organization

**561-355-4943** **MLRodrig@pbcgov.org**  
Telephone No. E-mail Address

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

By:  \_\_\_\_\_  
Assistant County Attorney

**APPROVED AS TO TERMS AND CONDITIONS**

By:  \_\_\_\_\_  
Craig Spataro, Manager, Criminal Justice Programs, Criminal Justice Commission

**SECOND AMENDMENT TO CONTRACT BETWEEN PALM BEACH COUNTY AND  
PALM BEACH COUNTY LAW ENFORCEMENT EXCHANGE, INC. (LEX)**

**THIS SECOND AMENDMENT TO INTERLOCAL AGREEMENT** (hereinafter "Second Amendment"), is made as of this 1<sup>st</sup> day of MO 2015 by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the "COUNTY" and the Palm Beach County Law Enforcement Exchange, Inc. (LEX), a not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as the "Service Provider," whose Federal I.D. is 32-02762713.

**WITNESSETH:**

**WHEREAS**, the Parties, entered into that certain Interlocal Agreement ("Agreement") on April 22, 2014 (R2014-0633) which provided an amount not to exceed \$100,000; and

**WHEREAS**, the First Amendment to Agreement dated September 30, 2014 provided an amount not to exceed \$150,000, and extended the term to September 30, 2015; and

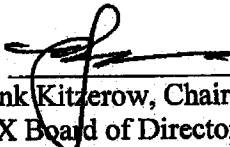
**NOW THEREFORE**, the above named Parties hereby mutually agree to further revise the Agreement as amended, and enter into this Second Amendment as follows:

- I. The foregoing recitals are true and correct and incorporated herein by reference. All defined terms as used in this Second Amendment shall have the same meaning and effect ascribed to them in the Agreement, as amended.
- II. Exhibit "BB-01" to the First Amendment will be replaced in its entirety by Exhibit "BB-02" attached hereto, and made a part hereof.
- III. The Agreement, as amended, remains unmodified and in full force and effect and the parties hereby ratify, confirm and adopt the Agreement, as amended, in accordance with the terms thereof.


**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, through its authorized representative, has made and executed this Second Amendment on behalf of the COUNTY and the SERVICE PROVIDER has hereunto set its hand the day and year above written.

**PALM BEACH COUNTY LAW ENFORCEMENT EXCHANGE, INC.**

By:   
Frank Kitzlerow, Chairman  
LEX Board of Directors

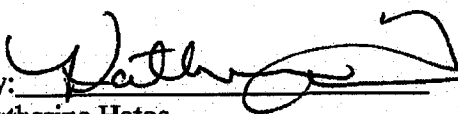
**PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS**

By:   
Michael L. Rodriguez  
Executive Director  
Criminal Justice Commission

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:   
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By:   
Katherine Hatos  
Senior Criminal Justice Analyst  
Criminal Justice Commission

**BUDGET WORKSHEET**

<b>A. PERSONNEL: Salaries and Benefits</b>	
1. <i>LEX Countywide Program Director</i>	\$137,538
<b>SUB-TOTAL PERSONNEL</b>	<b>\$137,538</b>
<b>B. OPERATIONAL EXPENSES</b>	
1. <i>Travel</i>	\$5,075
2. <i>Office Supplies</i>	\$2,387
<b>SUB-TOTAL OPERATIONAL</b>	<b>\$7,462</b>
<b>C. CAPITAL EXPENDITURES</b>	
1. <i>Equipment</i>	\$5,000
<b>SUB-TOTAL CAPITAL</b>	<b>\$5,000</b>
<b>TOTALS</b>	
<b>A. PERSONNEL: Salaries and Benefits</b>	<b>\$137,538</b>
<b>B. OPERATIONAL EXPENSES</b>	<b>\$7,462</b>
<b>C. CAPITAL EXPENDITURES</b>	<b>\$5,000</b>
<b>TOTAL PROJECT BUDGET</b>	<b>\$150,000</b>