



Maryland Judiciary Administrative Office of the Courts

Research Memorandum of Agreement “Drug Court Outcomes Data”

This research agreement (“Agreement”) is between the Maryland Judiciary, Administrative Office of the Courts (“AOC”) and Anne Arundel County (“County”) on behalf of Anne Arundel County Department of Detention Facilities. (“Department”)

1. Authorized dissemination and use of criminal history record information (“CHRI”)

Under the provisions of Criminal Procedure Article, §§ 10-201(f)(2)(iv) and 10-239 the AOC is designated as a criminal justice agency. By signing this Agreement, the Department is certifying that under provisions of State Government Article §10-221 and COMAR 12.15.01.10B, the Department as a law enforcement agency may disseminate criminal history record information (“CHRI”) to AOC as a law enforcement agency.

For purposes of the current Agreement only, pursuant to COMAR 12.15.01.12B(5)(a)(iii) the Department is authorized to disseminate to the researcher designated by the AOC, NPC Research (“NPC”), the CHRI herein described. NPC shall assure that any CHRI it receives will not be further disseminated.

2. Statement of Purpose

This Agreement establishes the respective responsibilities of the AOC and the Department regarding the dissemination and use of CHRI to support an outcome evaluation (“study”) conducted by NPC of a drug court program located in Anne Arundel County. The study will include criminal justice system experience outcomes, including incarceration in the facilities operated by the Department.

The study of the Anne Arundel County drug court program is a component of and subject to the conditions included in the attached contract between the AOC and NPC.

3. Incorporation of certain laws and regulations by reference

The terms and provisions of the following laws and regulations relating to the collection, use, dissemination, and control of criminal history record information are incorporated therein by reference:

- Criminal Procedure Article, §§ 10-201, *et seq.*, ACM;

- Code of Maryland Regulation (COMAR) §§12.15.01.12 B and 12.15.01.14;
- Rule 16-308 and Rule 16-503; and
- 28 CFR §§ 20.1 - 20.25.

The terms of this Agreement are to be construed in a manner consistent with such laws and regulations and as they may be amended from time to time. In the event of any conflict between the terms of this Agreement and such laws and regulations, the provisions of such laws and regulations shall govern the respective rights and duties of the parties.

4. Responsibility of NPC

In order to receive CHRI data extracts from the Department, NPC shall provide individual identifiers to the Department in a format acceptable to the Department.

5. Services provided by the Department

The County will provide NPC with requested data within thirty (30) calendar days of receipt of the identifiers required by the Department.

6. Conditions and limitations relating to the use and dissemination of CHRI data extracts

- a. NPC may not disseminate CHRI received from the Department under this Agreement for any purpose.
- b. Prior written authorization from the Department must be obtained by NPC upon written request to the Department at least 90 days before NPC's intent to re-use CHRI received from the Department under this Agreement for other research purposes.
- c. NPC agrees to comply with any and all Maryland laws as they apply to the privacy and security of CHRI NPC has received. In addition, NPC agrees to the following conditions:
 - No individual will be identified by name in any analysis, report, statistical display, etc.
 - Any identifying information about individuals will be kept confidential and not revealed except on an aggregated basis in analyses and reports.
 - All CHRI received will be maintained in a secure environment so as to ensure against unauthorized access, use, or dissemination. The Department retains

the right to conduct an audit of CHRI disseminated to NPC in order to ensure that standards of confidentiality and security are maintained.

- d. NPC shall train all persons having access to CHRI on confidentiality laws and sanctions for non-compliance, and assumes full responsibility for any unauthorized breach of these conditions by NPC or any of its principals, employees, agents and/or contractors.
- e. NPC understands that, depending on identifiers submitted, standard extract CHRI data may not completely or accurately match study subjects and may not completely or accurately portray the criminal history of any study subject. NPC assumes sole responsibility for verifying all study information from other sources as necessary and available.
- f. Any reports, publications, presentations or other uses of information covered by this Agreement shall clearly indicate that findings of NPC do not necessarily reflect or represent the views of the Department.

7. Sanctions

If NPC breaches the terms described under section 6 of this Agreement, NPC shall be subject to the sanctions described in State Government Article §§ 10-626 and 10-627, ACM. Violation of the provisions of 28 CFR Sections 20.1-20.25 by NPC may result in a fine not to exceed \$11,000.

8. Federal and Maryland Law Prevails

This Agreement shall be interpreted in accordance with applicable federal and Maryland law, including statutes, court rules and administrative regulations. Nothing in this Agreement shall be interpreted to override or modify the obligations of the parties imposed by law.

9. Termination

This Agreement will be terminated upon completion of the study and may be terminated at any time upon written notice by one party to the other party.

10. Attachment

- A contract between the AOC and NPC regarding a statewide evaluation of drug courts.

For the AOC:

Frank Broccolina, State Court Administrator

Date

For the County

Robert Walker, Chief Administrative Officer

Date

Reviewed for legal sufficiency:

David R. Durfee, Jr., Executive Director, Legal
Affairs,
AOC

Date

Reviewed for legal sufficiency:

Hamilton F. Tyler, Senior Assistant County Attorney,
Anne Arundel County Office of Law

Date