February 19, 2009

Michelle Zabel, MSS  
Director  
The Maryland and Child Innovations Institute  
737 West Lombard Street, 4th Floor  
Baltimore, Maryland 21201

RE: 09-MOU-09  
State Evidenced Based Practices Implementation Center

Dear Ms. Zabel:

Enclosed please find properly signed original of the above mentioned Memorandum of Understanding.

If you have any questions, please contact me at 410-230-3238.

Sincerely,

John Irvine  
Director, Office of Research and Planning

JI:clh
MEMORANDUM OF UNDERSTANDING
BETWEEN The Maryland Child & Adolescent Innovations Institute
AND THE MARYLAND DEPARTMENT OF JUVENILE SERVICES

This Memorandum of Understanding (hereinafter referred to as the "Agreement"),
effective upon execution by the last party to sign ("Effective Date"), is entered into by and
between the Maryland Department of Juvenile Services and The Maryland Child & Adolescent
Innovations Institute (hereinafter referred to as "the Institute").

WHEREAS, the Maryland Department of Juvenile Services, hereinafter referred to as
"DJS" or the "Department," is the central administrative department in State government for
juvenile intake, detention authorization, community detention, investigation, probation, protective
supervision, and aftercare services, and the State juvenile, diagnostic, training, detention, and
rehabilitation institutions; and

WHEREAS, the Department may conduct research and development to compile
accurate statistics and reliable information on all aspects of the State juvenile program, monitor
current developments in the juvenile justice field, assess existing programs and activities, help
develop new or improved means to prevent juvenile offenses and control and treat juvenile
offenders, and initiate studies to help in general planning and program development; and

WHEREAS, the Department may use research and information available from all
sources for these and related purposes; and

WHEREAS, in order to effectuate these purposes, the Department wishes to engage the
Institute,

NOW THEREFORE, the Department and the Institute enter into this Memorandum of
Understanding for the purpose of coordinating the efforts of their respective staff to conduct a
research project.

1. **Research Project.** The research project, known as _State Evidenced Based Practices
   Implementation Center_ (hereinafter referred to as "the Project") is described in
   Attachment A, attached and incorporated as part of this Agreement.

2. **Funds.** The Department has no obligation to provide financial support for the Project.

3. **Responsibilities for Confidentiality of Records.** The Institute acknowledges its
   responsibility to insure compliance with the confidentiality provisions regarding records of
   the Department and of the juvenile court as set out in State and federal law, including
   Maryland Courts and Judicial Proceedings Article, § 3-8A-27 and Md. Human Services
   Article Section 9-219. Therefore, the Institute agrees to:
   a. Train all persons having access to information concerning juveniles or other
      confidential material on confidentiality law and sanctions for noncompliance; and
   b. Have all trained persons sign an acknowledgment which specifies the responsibilities
      imposed by law for those having access to confidential information; and
   c. Submit a list of trained persons to the DJS Project Monitor/designee with a copy of
      each signed acknowledgment, upon the request of DJS; and
   d. Refrain from disclosing the interview notes, if any, and research-related data, except
to persons or entities involved in the Project; and
   e. Refrain from duplicating or disclosing, in whole or in part, in any other research
project, any data, information, documents, records or results that may be created or
generated by the Institute pursuant to the Project; and
f. Store any materials containing identifying information related to juveniles in locked
cabinets and destroy the same upon conclusion of the Project; and

g. Refrain from using the name of DJS or any staff member of DJS in any publicity,
advertising, news release, or published reports of the study without the prior written
approval of the Secretary of Juvenile Services or an authorized representative of
DJS; and

h. At the exclusive option of DJS, acknowledge DJS for its sponsorship of the Project in
any publication or in information concerning it; and

i. Notify DJS in writing if its Principal Investigator becomes unable or unwilling to
continue the Project and provide DJS the option of terminating this Agreement within
fifteen (15) days of this written notice; and

j. Permit DJS to review all Project reports before final production or release;
k. Delay publication of the results of the Project in academic journals and other outlets
for up to 90 days from the date DJS receives the publication to allow DJS to
determine whether the publication reveals confidential or proprietary information of
DJS that may not be revealed and, with the concurrence of the Principal Investigator,
agrees to an additional delay of up to 90 days; and

l. Hold DJS harmless for any failure to perform as required by this Agreement.

4. **Department Responsibilities.** DJS acknowledges and agrees that:

a. The Institute may disclose the existence of this Agreement, the nature of the Project,
and the identity of DJS; and

b. The Institute may publish results of the Project in academic journals and other outlets
in a form that does not allow readers to identify particular participants, subject to
compliance with the provisions of paragraph 3.j and k above; and

c. DJS will not use the name of the Institute or of any Institute employee without the
prior written approval of an authorized representative of the Institute.

5. **Term and Termination.**

a. This Agreement shall be in effect from the Effective Date until **June 30th, 2010.**

b. In the event that either party to this Agreement commits any breach of or default in
the terms or conditions of this Agreement, and shall also fail to remedy such breach
or default within thirty (30) days after receipt of written notice thereof from the other
party of such breach or default, the party giving notice may, at its option and in
addition to any other remedies which it may have, terminate this Agreement by
sending written notice of termination to the other party to such effect. Such
termination shall be effective as of the date of the other party's receipt of such notice.

6. **General.**

a. This Agreement shall be governed and construed in accordance with the laws of the
State of Maryland.

b. The parties agree that this Agreement may not be modified, except in writing and if
signed by both parties.

c. Neither party is authorized or empowered to act as an agent for the other for any
purpose, and shall not on behalf of the other enter into any contract, warranty, or
representation as to the other.
In acknowledgment of the foregoing, these authorized signatories of DJS and the Institute do hereby attest to their acceptance of the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals:

(INSTITUTE)

By: [Signature]
(Name & Title)

[Signature]
Date: 1/29/09

DEPARTMENT OF JUVENILE SERVICES

By: [Signature]
Donald W. DeVore, Jr., Secretary

[Signature]
Date: 2/11/09

Approved as to form and legal sufficiency this 11th day of February, 2009.

[Signature]
Office of the Assistant Attorney General
Attachment A

State Evidenced Based Practices Implementation Center Summary

The Child and Adolescent Innovations Institute at the University of Maryland, Baltimore, School of Medicine (Innovations) is under contract with the Governor’s Office for Children (GOC) through the Maryland Children’s Cabinet to support the implementation of and outcomes monitoring for a variety of evidence-based practices (EBP) utilized with a broad range of youth involved with different agencies across the state including the Department of Juvenile Services.

The creation of the Implementation Center, through the Child and Adolescent Innovations Institute is consistent with the recommendations of the Maryland Child and Family Services Interagency Strategic Plan, which states: "The Children’s Cabinet should continue to make a commitment to utilizing evidence-based and promising practices to endure that effective community education, opportunities, support and treatment options are available to the children, youth and families for whom they are appropriate." The Strategic Plan recognizes and emphasizes the importance of evidence-based and promising practices in Maryland, with the intention of widely implementing such practices. Moreover, the plan highlights the importance of creating a process for accumulating practice-based evidence to validate the effectiveness of promising practices across the state.

There are two overarching goals of the Evaluation Component of the Implementation Center, which are listed below, however individual tasks may be subject to change.

Goal 1: Develop a comprehensive real time listing of available EBPs by jurisdictions. As part of this goal the Innovations Institute will...

A. With the guidance of the Children’s Cabinet Agencies, determine which EBPs will be tracked
B. Design data system to track EBPs, service area, capacity and funding sources
C. Develop mechanism to gather data on EBPs on a regular basis from LMBs, CSAs, Children’s Cabinet Agencies and EBP providers.
D. Periodically validate data accuracy and add new information.
E. Use data to size needed EBP capacity around the state

Goal 2: Become the statewide hub for gathering a core set of fidelity and outcomes indicators across EBPs being implemented in the state

A. Innovations will design and implement mechanisms for gathering, monitoring, analyzing and reporting out fidelity,
outcomes, utilization and financial data for EPBs currently funded in Maryland and for all newly implemented EBPs.

B. Collaborate with the Department of Health and Mental Hygiene, Mental Hygiene Administration and Medicaid to create codes for EBPs eligible for Medicaid funding as a means of collecting aggregate data for analysis.

C. Conduct conversations with purveyors to gather national outcomes data and use with data gathered in the previously mentioned survey method.

D. Generate bi-annual reports