



MARYLAND
Department of
Juvenile Services

Successful Youth • Strong Leaders • Safer Communities

POLICY

SUBJECT: Review and Approval of Research Proposals
NUMBER: MGT-604-14
APPLICABLE TO: Research & Evaluation and Executive staff
EFFECTIVE: 2/11/14

APPROVED: _____ /signature on original/
Sam Abed, Secretary

I. POLICY

It is the policy of the Department of Juvenile Services to:

- compile accurate statistics and reliable information on all aspects of the Department's operations;
- monitor current developments in the field of juvenile services;
- assess existing programs and activities;
- help develop new or improved means to prevent juvenile offenses and control and treat juvenile offenders; and
- initiate and support studies to help with planning and program development.

The Department seeks to partner with universities, students, and other research professionals who are interested in conducting research on the Maryland juvenile services system. The Department supports and encourages scientifically sound research on delinquency and its causes and to evaluate the effectiveness of programs and services intended to reduce juvenile offending and recidivism.

II. AUTHORITY

- A. Md. Code Ann., Hum. Servs., §§ 9-203, 9-204, 9-219, 9-220.
- B. Md. Code Ann., State Gov't, §§ 10-611 – 10-630.
- C. Md. Code Ann., Cts. & Jud. Proc., § 3-8A-27(f).
- D. COMAR 16.03.03.

III. DIRECTIVES/POLICIES RESCINDED

None

IV. FAILURE TO COMPLY

Failure to comply with the Secretary's Policy and Procedures shall be grounds for disciplinary action up to and including termination of employment.

V. STANDARD OPERATING PROCEDURES

Standard operating procedures have been developed.

VI. REVISION HISTORY

DESCRIPTION OF REVISION	DATE OF REVISION
New policy issued.	February 2014

PROCEDURES

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APPROVED: _____/signature on original/
Lynette Holmes, Deputy Secretary

I. PURPOSE

DJS maintains data and information that may be of interest to many groups. This includes data collected in ASSIST and other databases and providing access for surveys and/or interviews with youth and staff involved in Maryland's juvenile services system.

The purpose of these procedures is to establish a systematic and coordinated review of all juvenile-services related research proposals directed to the Department. These procedures also establish criteria for accepting proposals and the procedure for review of and entering into research agreements. These procedures supersede all previous internal guidelines issued for these purposes.

II. SCOPE

These procedures describe how research proposals (including proposals from DJS staff) will be reviewed, approved and coordinated. They do not apply to:

- program evaluations;
- internal, State, or federal audits;
- management studies;
- routine data analyses conducted or contracted by or on behalf of the Department of Juvenile Services; or
- interagency records sharing.

When the Department conducts research jointly with an outside entity, the Secretary may diverge from these procedures as appropriate for the project.

III. DEFINITIONS

- A. *Aggregate data* means a compilation of measurable information, not any part of which identifies individual youth or staff in any manner.
- B. *De-identified disaggregated data* means any individual level information that cannot be associated with an identifiable youth or staff member.
- C. *Identifiable disaggregated data* means any disaggregated individual level information that can be associated with an identifiable youth or staff member.
- D. *Secretary* means the Secretary of the Department of Juvenile Services.

IV. PROCEDURES

A. General Procedures

1. The Director of Research and Evaluation (“Director”) or his or her designee is responsible for preliminary review of all research proposals.
2. Requests for aggregate data requiring minimal staff time (less than 2 hours) as determined by the Director may be satisfied without full Research Committee (“Committee”) review. Researchers should be directed to the Department’s website to determine if any existing published reports or data can provide the requested information. Distributed aggregate data shall not be compiled in a manner that may risk a loss of confidentiality or identify any subject represented by the data. The Department may charge fees related to search and preparation of aggregate data outside of full research agreements for inspection at the rates established in COMAR 16.03.03.09.
3. Research proposals requiring Committee review, at the discretion of the Director, shall be scheduled for review pursuant to section B. below.
4. All research projects shall comply with applicable federal and State law and regulation, generally accepted ethical standards of professional licensure or societies, and applicable youth and staff confidentiality requirements.
5. All projects approved by the Committee must:
 - a. not disrupt the Department’s operations, place an undue burden (including expense) on DJS youth or staff, or impede treatment or rehabilitation of youth;
 - b. not compromise the safety and/or security of youth or facilities or place the public at risk;
 - c. involve questions which are of interest and use to the Department;

- d. involve questions that advance the knowledge of the Department's management;
 - e. follow standard research practices and be scientifically sound;
 - f. meet standard Institutional Review Board (IRB) criteria for maintaining confidentiality of data collected from individuals and the agency;
 - g. be adequately designed, propose an adequate sample size, and utilize methods that address the questions that are being proposed by the researcher;
 - h. have IRB approval from another institution if being conducted by individuals not employed by DJS;
 - i. be consistent with the Department's Mission, Vision, and Goals; and
 - j. exclude any physically invasive procedures.
6. Undergraduate-level research projects which involve requests for aggregate or de-identified or identifiable disaggregated data shall not be considered. Undergraduate-level researchers should be directed to published information.
 7. Masters-level research projects which involve requests for only aggregate data will be considered at the Director's discretion.
 8. Research projects that involve competitive pursuit of funding must follow applicable Maryland procurement policies and procedures.
 9. The Department is not obligated to provide financial support for any external research project.
 10. Documentation of IRB approval or exemption must be obtained from the institution hosting a study prior to Committee review if required by applicable law or regulation. Proposals requiring DJS approval prior to the hosting institution's IRB review may be considered at the Director's discretion.
 11. The role of DJS in recruiting subjects (including access to youth, their families, and/or DJS staff) is as follows:
 - a. DJS does not provide contact information for potential subjects;
 - b. DJS may not, by law, give consent for youth, their families or DJS staff for research study participation; and
 - c. DJS may work with the Principal Investigator (PI) to disseminate information about a study to youth, families and DJS. Based on that information, potential subjects may choose to contact the PI about the study.

12. Staff may receive an incentive for study participation if deemed appropriate by the Committee as part of the study methodology. However, any incentive over \$25 in one year must be approved by and reported to the Maryland State Ethics Commission.

B. Research Committee

1. The Committee is responsible for reviewing all applications made to DJS for research requiring individual-level DJS data, involving collecting information from DJS youth and/or staff, or involving other data needs beyond aggregate data requiring minimal staff time.
2. The Committee is composed of members of headquarters staff or their designees and is determined by areas of responsibility. Committee membership includes representatives from the following areas of responsibility:
 - a. behavioral health;
 - b. legal;
 - c. research data; and
 - d. research methods.
3. The Committee shall meet quarterly (January, April, July, October), or as often as necessary, to give timely consideration to research proposals involving requests for access to DJS youth, staff, and or disaggregated data.
4. A Committee member who is directly involved in a research project or has administrative authority over a research project apart from his or her role on the Committee shall not vote on the proposal.
5. The Committee may consult with any staff or person who has expertise or competence pertinent to the proposal, including Somatic Health and Facility and Community Operations staff. Such persons may offer their opinions and may vote on the proposal.
6. A simple majority of Committee members and other staff consulted will constitute a quorum. The Committee may meet by conference call or by any other means necessary.

C. Procedure for Entering Research Agreements

1. For requests requiring review by the Committee, the Director or his or her designee shall refer the requestor to the *Guidelines for Applying to the Maryland DJS Research Review Committee for Access to DJS Data* (“Guidelines”). The Guidelines shall be made available on the

Department's public website.

2. Research and Evaluation staff shall instruct the researcher to submit a concise description outlining further details of the research project to the Office of Research and Planning for Committee review, including all materials required in the Guidelines.
3. Upon receipt of the materials required in the Guidelines, the Director or his or her designee shall add the request to the next scheduled Committee agenda for review pursuant to section B. above. Proposal materials should be e-mailed to Committee members for review in advance of the Committee meeting.
4. The written proposal shall be reviewed by the Committee, which may request an in-person meeting with the prospective researcher.
5. Each Committee member and other staff consulted shall provide a written recommendation for approval or disapproval of the proposal on the *Research Project Request Review/Sign-Off Form*.
6. The Committee may defer a recommendation pending receipt of additional information or modification of the proposal by the researcher.
7. If the Committee disapproves the proposal, the Secretary or his or her designee shall notify the researcher of the disapproval in writing.
8. If the Committee approves the proposal, a DJS Research Monitor shall be assigned.
9. The Office of Research and Evaluation will tailor a research memorandum of understanding (MOU) for each research proposal approved by the Committee. The research proposal, timeline, and DJS Research Monitor's name shall be incorporated into the MOU. The MOU shall provide for the Department's unrestricted access to research findings consistent with professional standards of research and may set conditions on the research.
10. Three (3) original copies of the MOU must be signed by the researcher, the DJS Principal Counsel or designee, and the Secretary.
11. Student research projects must have a faculty sponsor who co-signs the research memorandum of understanding (MOU).
12. All individuals conducting approved research involving youth or staff-level data access must sign and return a separate *Research Confidentiality Agreement*.

13. If DJS ASSIST system access is necessary, the Director shall refer the researcher to the Department's Information Technology Unit to obtain access following execution of the MOU and *Research Confidentiality Agreement*.
14. Once the MOU, *Research Confidentiality Agreement*, and any other necessary documentation is signed, the assigned DJS Research Monitor will contact the researcher to begin the study.
15. Unless prior arrangements are made in advance, any youth-level data must be returned to the Department, or a signed affidavit must be returned certifying that all digital files have been destroyed. Exceptions will be made only in cases where long-term individual follow-up is integral to the study, as determined by the Director.
16. In transmitting or transferring physical or digital files, encryption or other standard security measures shall be utilized to ensure the confidentiality of the information transmitted or transferred.

D. Research Monitor Responsibilities

1. Coordinate the necessary research agreements including:
 - a. accepting research applications;
 - b. sending applications to the Director for initial review;
 - c. determining, in conjunction with the Director, appropriate staff to be assigned to the review;
 - d. sending materials to reviewers prior to each committee meeting;
 - e. drafting MOUs and forwarding to the Office of the Attorney General for review and approval;
 - f. forwarding completed and signed *Research Project Request Review/Sign-Off Forms* to the Deputy Secretary for Support Services for review and recommendation to the Secretary;
 - g. forwarding MOUs signed by the Secretary to the PI for signature;
 - h. forwarding one original copy of the signed MOU to the Office of Procurement, placing one original signed copy in the file, and sending a scanned copy to the Attorney General's Office.
 - i. Sending the approval letter to the PI.
2. Oversee assigned research projects to ensure they are being carried out in conformity with the respective proposal as approved.
3. Ensure any risk posed to subjects is minimal during the study.
4. Recommend to the Committee that assigned research projects be

terminated at any time upon significant deviation from the respective approved proposal and any attendant conditions or disengagement of the principal researcher.

5. Maintain a current master list of open and closed projects.
6. Request and receive final research reports pursuant to each project's MOU.
7. Monitor MOU end dates to ensure studies are completed within that time and that new MOUs are executed as needed.
8. Schedule and prepare Committee meetings and agendas.

E. Dissemination of Research Findings

1. The Director shall distribute the findings of approved research projects to appropriate management and staff. If the findings have wider application outside of the Department, the Director shall consult with management to determine if and how to distribute the findings outside the Department.

V. DIRECTIVES/POLICIES REFERENCED

- A. No policies referenced.

V. APPENDICES

1. *Guidelines for Applying to the Maryland DJS Research Review Committee for Access to DJS Data*
2. *Research Project Request Review/Sign-Off Form*
3. *MOU Template*
4. *Research Confidentiality Agreement*
5. *Approval template letter*



DJS POLICY AND STANDARD OPERATING PROCEDURES

Statement of Receipt and Acknowledgment of Review

SUBJECT: Review and Approval of Research Proposals
NUMBER: MGT-604-13
APPLICABLE TO: Research & Evaluation and Executive staff
EFFECTIVE: 2/11/14

I have received and reviewed a copy (electronic or paper) of the above titled policy.

I understand that failure to sign this acknowledgment form within five working days of receipt of the policy shall be grounds for disciplinary action up to and including termination of employment.

I understand that I will be held accountable for implementing this policy even if I fail to sign this acknowledgment form.

SIGNATURE

PRINTED NAME

DATE

***THE ORIGINAL COPY MUST BE PLACED IN THE EMPLOYEE'S PERSONNEL FILE.
PLEASE RETURN THIS FORM TO THE OFFICE OF HUMAN RESOURCES.***

Anthony G. Brown
Lt. Governor

Martin O'Malley
Governor

Sam Abed
Secretary

Guidelines for Applying to the Maryland DJS Research Review Committee for Access to DJS Data

Provide the following information in a cover letter or e-mail:

- Name and contact information of primary investigator (or doctoral student).
- Name of institution.
- Co-Investigators' names, contact information and institutions. (If a student, provide faculty advisor name and contact information. Advisor will be asked to sign the MOU with DJS in addition to the student.)
- Project title.
- Financial sponsor of the study, if any (name and contact information).
- Intended date of study start and completion.

Attach as a Microsoft Word document, a concise but detailed description of your proposed project including all of the following information. Please follow the outline below:

- Title.
- Purpose of the study.
- Research methodology:
 - Hypotheses and/or study questions.
 - Study population with inclusion/ exclusion criteria, size needed.
 - Design.
 - Data collection methods.
 - Instruments – describe and attach copy(ies).
 - Consent form(s). NOTE: DJS requires active, written parental consent for minors and assent for the youth. Youth 18 and over may consent for themselves in writing.
 - Method for obtaining consent.
 - Confidentiality including disposition of data at end of study.
 - Data analysis.
 - Risks and Benefits.
- Data access requested:
 - Youth
 - Staff
 - DJS data systems (ASSIST, SMART, etc.) and specified variables.
- Proposed duration of data collection or time frame for data elements.
- IRB approval from the sponsoring institution and other participating institutions.
 - Please attach copy of IRB approval. DJS will not review proposals without an IRB approval.

Please submit the documents to:

Maryland Department of Juvenile Services
Office of Research and Evaluation
One Center Plaza, 120 W. Fayette St.
Baltimore, MD 21201

Revised: December 16, 2013

Research Project Request Review/Sign-Off

Project Title:

Principal Investigator:

PI Status and Affiliation:

Date Reviewed:

Reviewers (sign and print name):

1. Research Data: _____
2. Research Methods: _____
3. Legal: _____
4. Behavioral Health: _____
5. Medical: _____
6. Facility Operations: _____
7. Community Operations: _____

Comments:

Final Decision: Approve Project as Submitted
 Disapprove Project as Submitted
 Request More Information (specify information needed):

MEMORANDUM OF UNDERSTANDING
BETWEEN _____
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 (hereinafter referred to as "DJS" or the "Department") and _____ **bold** _____ (hereinafter referred to as "the University").

WHEREAS, 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;

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 University,

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

1. Research Project. The research project, known as _____ **bold** _____ (hereinafter referred to as "the Project"), is fully and completely described in Attachment A, which is 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 University 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 University agrees to:
 - a. Train all persons having access to information concerning juveniles or other confidential material on confidentiality laws and sanctions for noncompliance;
 - b. Have all trained persons sign an acknowledgment (Attachment B) which specifies the responsibilities imposed by law for those having access to confidential information;
 - c. Upon the request of DJS submit a list of trained persons to the DJS Project Monitor/designee with a copy of each signed acknowledgment;
 - d. Refrain from disclosing the interview notes, if any, and research-related data, except to persons or entities involved in the Project;
 - 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 University pursuant to the Project;
 - f. Store any materials containing identifying information related to juveniles in locked

- cabinets and destroy the same upon conclusion of the Project;
- g. Transmit or transfer physical or digital files using encryption or other standard security measures to ensure the confidentiality of the information transmitted or transferred;
 - h. 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 his or her authorized representative;
 - i. At the exclusive option of DJS, acknowledge DJS for its sponsorship of the Project in any publication or in information concerning it;
 - j. 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;
 - k. Permit DJS to review all Project reports before final production or release;
 - l. 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;
 - m. Hold DJS harmless for any failure to perform as required by this Agreement.
4. Department Responsibilities. DJS acknowledges and agrees that:
- a. The University may disclose the existence of this Agreement, the nature of the Project, and the identity of DJS;
 - b. The University 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 University or of any University employee without the prior written approval of an authorized representative of the University.
5. Term and Termination.
- a. This Agreement shall be in effect from the Effective Date until .
 - 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, 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 University 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:

(UNIVERSITY)

DEPARTMENT OF JUVENILE SERVICES

By: _____
(Name & Title)

By: _____
Sam Abed, Secretary

Date

Date

Approved as to form and legal sufficiency this
_____ day of _____, 20__.

Office of the Assistant Attorney General

Attachment A
(Project Title)

STUDY DESCRIPTION

Other sections

Subsections:

CONFIDENTIALITY AGREEMENT

As a condition of receiving and using records collected by the Maryland Department of Juvenile Services (“DJS”) in research, I, _____, understand and agree:

1. §3-8A-27 of the Courts and Judicial Proceedings Article of the Maryland Annotated Code and Md. Human Services Article Section 9-219 provides that records concerning a child (“DJS Records”) are confidential and their contents may not be divulged, by subpoena or otherwise, except by order of the Juvenile Court; and
2. To maintain strict confidential of all DJS Records; and
3. To require any persons who assist me in the research and have a need to access DJS Records to execute a confidentiality agreement as a condition of accessing DJS Records; and
4. Not to reproduce or distribute DJS Records to any third party without prior permission of the DJS; and
5. To return all DJS Records to DJS upon the conclusion of my research; and
6. To take all steps necessary to protect the anonymity of persons who are the subject of DJS Records in any research materials I produce, including reports and articles; and
7. To not disseminate any data, analyses or reports that describe or identify an individual youth or could be used to identify a particular youth; and
8. To share all materials I produce with the use of the DJS Records with DJS before distribution to any other entities for DJS to review for protection of client confidentiality; and
9. To furnish DJS a copy of all final reports and articles I prepare using DJS Records.

I have read and understand the above provisions and agree to abide by them.

Name & Title

Date

Anthony G. Brown
Lt. Governor

Martin O'Malley
Governor

Sam Abed
Secretary

Information Technology Unit

RESEARCH CONFIDENTIALITY AGREEMENT

(PLEASE SEE PAGE 2 FOR INSTRUCTIONS)

As a condition of receiving and using records collected by the Maryland Department of Juvenile Services (“DJS”) and having access to information concerning the electronic information systems of the Department I, _____, understand and agree:

1. §3-8A-27 of the Courts and Judicial Proceedings Article of the Maryland Annotated Code provides that records concerning a child (“DJS Records”) are confidential and their contents may not be divulged, by subpoena or otherwise, except by order of the Juvenile Court; and
2. To maintain strict confidentiality of all DJS Records; and
3. To require any persons who assist me in my research and have a need to access DJS Records to execute a confidentiality agreement as a condition of accessing DJS Records; and
4. To not reproduce or distribute DJS Records to any third party without prior permission of the DJS; and
5. To return all DJS Records to DJS upon the conclusion of my research; and
6. To take all steps necessary to protect the anonymity of persons who are the subject of DJS Records in any research materials I produce, including reports and articles; and
7. To not disseminate any data, analyses or reports that describe or identify an individual youth or could be used to identify a particular youth; and
8. To share all materials I produce with the use of the DJS Records with DJS before distribution to any other entities for DJS to review for protection of client confidentiality; and
9. To furnish DJS a copy of all final reports and articles I prepare using DJS Records.

I further understand that any violation of this agreement could result in immediate revocation of access to and use of DJS Records and possible exposure to penalties that may exist under the law.

This agreement starts on _____ and it expires on _____.

I have read and understand the above provisions and agree to abide by them.

Applicant Name & Title Date

DJS Supervisor or DJS Project Manager and Title Date

DJS Director of Research Date

INSTRUCTIONS FOR DJS RESEARCH CONFIDENTIALITY AGREEMENT

This form is for individuals requiring access to DJS electronic information systems for research purposes. Users of this form should be aware of the following information:

1. This agreement requires a separate DJS Research Confidentiality Agreement for each person involved in the research.
2. The blank in the first paragraph must provide the name of the applicant.
3. Each agreement must have a start date and an end date noted in the second paragraph. These dates should coincide with the term of any contract or agreement requiring access to DJS electronic information systems. Note that a copy of the contract or agreement must be submitted along with this form.
4. Each DJS Research Confidentiality Agreement must be signed, dated and contain the title of the person requesting access.
5. Each DJS Research Confidentiality Agreement must include the signature, title, of the DJS Supervisor of Project Manager monitoring the work of the person signing the agreement as well as the DJS Director of Research. Both signatures must be dated.



Anthony G. Brown
Lt. Governor

Martin O'Malley
Governor

Sam Abed
Secretary

[date]

[ADDRESSEE]

RE: [name of project]

Dear [addressee]:

The study [name of project] to be conducted by [addressee] has been approved by the Maryland Department of Juvenile Services Research Review Committee. This approval is effective from [beginning date] through [ending date].

If you have any questions, please contact [name], Research Committee Coordinator at [e-mail/phone].

Sincerely,

Sam Abed
Secretary

Cc: