

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE VERMONT JUDICIARY**

And

**THE VERMONT OFFICE OF THE DEFENDER
GENERAL**

This Memorandum of Understanding (MOU) sets forth the agreement between the Vermont Judiciary (Judiciary) and the Vermont Office of the Defender General (ODG) (collectively referred to as “the Parties”) regarding the transfer of electronic case records.

I. PURPOSE

The ODG is the State of Vermont department responsible for providing constitutionally required representation to needy persons charged with serious crimes; is statutorily required to provide counsel to children who are the subject of juvenile proceedings as alleged delinquents; to parties in juvenile proceedings including children in need of care and supervision (CHINS) as required by the interests of justice; to children in the custody of the Commissioner of the Department for Children and Families; to persons in the custody of the Commissioner of Corrections; and, to needy persons in extradition, or probation or parole revocation proceedings charged with assuring that people who are entitled to appointed counsel receive effective legal advocacy; and is further required to submit reports on its activities to the Vermont Legislature. The purpose of this MOU is to provide case record information to ODG in connection with monitoring the caseload of all ODG staff and contract attorneys and so the ODG may effectively and accurately supply information requested by the Legislature.

II. AUTHORITY

This MOU is under the authority of Rule 12 of the Vermont Rules for Public Access to Court records and reflects the considered judgment that the information provided will fulfill a legislative mandate and enhance the administration of justice.

III. TERMS AND CONDITIONS

A. THE JUDICIARY'S OBLIGATIONS

The Judiciary agrees to provide, upon request and on a schedule mutually

agreeable to the parties:

1. Case record data in electronic format for cases involving juvenile and criminal cases, such as: information regarding the assigned ODG attorney or contract attorney; case information including docket number, case name, file date, and case status; and other data that may be agreed to from time to time by ODG and the Judiciary.
2. Each month or as needed, the Judiciary will provide data from the previous month including: county, case number, case sub category, most serious offense, case status, attorney name, attorney role, public defender, date added, date removed, reason removed, fiscal year, fiscal quarter, case ID, report date.
3. Each month, the Judiciary will provide monthly clearance rates for all units and divisions of the Vermont Judiciary's Superior Court, broken down by unit and division.
4. Each month or as needed, the Judiciary will provide backlog information of pending cases in the Criminal Division of the Superior Court, broken down by disposition goal and county.

B. ODG'S OBLIGATIONS

1. The Parties agree that ODG employee Mary Deaett, Project and Program Manager, or the Defender General's designee shall be responsible for enforcing appropriate use of the data and for ensuring compliance with the requirements set forth in this MOU.
2. Aside from the Project and Program Manager, the ODG will permit access only to the Defender General, Deputy Defender General, Lead Juvenile Defender, and Lead Appellate Defender.
3. ODG employees may use the data collected under the terms of this MOU only for the purposes specified in this agreement.
4. The ODG agrees to enforce the security of all data at all times. Staff will close out systems containing the data when it is not in use and will not leave computers unattended if the data is accessible or displayed.
5. The ODG shall remove access to the data or notify the Judiciary to remove access when an authorized individual is no longer employed by ODG or is assigned to other duties.

6. The ODG will maintain confidentiality as required by law.
7. The Parties acknowledge that the data made available to the ODG might be incomplete and/or inaccurate. Accordingly, the ODG recognizes that it uses the data at its own risk and agrees that it will not hold the Judiciary responsible for any errors or misrepresentations made by the ODG.
8. The ODG agrees to obtain from each employee who will access data furnished pursuant to this MOU a User Information Confidentiality Agreement unless the ODG has on file a similar confidentiality agreement that is signed by the employee and that is still in effect.
9. The ODG may release reports containing data provided by the Judiciary only if the information is public, does not contain any of the data elements specified in Rule 6(b) of the Vermont Rules for Public Access to Court Records, and does not identify any person described in the information provided under this MOU.

IV. MAXIMUM DOLLAR AMOUNT

This is a no-cost cooperative agreement.

V. AMENDMENTS

This MOU may be amended, extended, or modified at any time by mutual written agreement of the Parties.

VI. TRANSMISSION OF INFORMATION

Information exchanged between the Parties shall be accomplished in a secure manner, ensuring that only individuals designated to transmit or receive such information shall have access thereto.

VIII. CONTACTS

ODG Contact

Mary Deaett or Designee
Project & Program Manager
mary.deaett@vermont.gov

Judiciary Contact

Technology Services Center
JUD.helpdesk@vermont.gov

VII. TERM

This agreement is a renewal and amendment of a MOU between the Parties dated August 18, 2021. This amended MOU shall be effective upon signing and shall remain in effect until terminated by either Party or until July 1, 2028, unless otherwise extended by the mutual written agreement of the Parties. Either Party may terminate this MOU at any time for any reason by giving written notice.

VERMONT JUDICIARY



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Vermont Judiciary
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STATE OF VERMONT



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