

SHERIFF  
JAMES A. PERELMAN

THE COMMONWEALTH OF MASSACHUSETTS  
OFFICE OF THE SHERIFF

*County of Nantucket*

20 SOUTH WATER STREET  
PO BOX 419  
NANTUCKET, MA 02554  
508-228-7263



December 7, 2021

RE: SPR21/3104

To: Josh Coffin  
From: Nantucket County Sheriff's Office  
Re: Public Records Request

CC: Gregory Stewart, Supervisor of Public Records Office and Rebecca S. Murray, Supervisor of Records

As a supplement to documents already produced in response to your request for copies of contracts or similar arrangements between this office and state, federal or other agencies, please find the following:

1. CORI Acknowledgement forms signed by the Sheriff and two NCSO staff members (one of whom is Brenda Garnett). We do not have one signed by Richard Harrington. A DOR staff member is assisting our office with Mr. Harrington's.
2. Office Confidentiality Agreement for Licensed Constables and Sheriffs signed by the Sheriff

We do not have the other documents you requested concerning the previous Sheriff, Richard Bretschneider and his pre-2011 staff. It is not clear that we are required to maintain such files for that many years, and, regardless, we do not have them in our possession.

## OFFICE CONFIDENTIALITY AGREEMENT FOR LICENSED CONSTABLES AND SHERIFFS

Nantucket Sheriff (the "licensed Constable or Sheriff's Office") hereby acknowledges that, in the performance of its duties as a server of process under a Compliance Agreement with the Massachusetts Department of Revenue's Child Support Enforcement Division ("DOR"), the licensed Constable or Sheriff's Office, and its Employees, agents, or associates serving civil process or completing invoices in a case filed by DOR may have access to DOR's confidential information. For the purpose of this Agreement, the term "DOR Information" means any personally identifiable information the licensed Constable or Sheriff's Office receives from DOR or collects on behalf of DOR, including, without limitation, state and federal tax information, health insurance coverage information, wage reporting information, financial institution match information, 14-day new hire information, state and federal child support information, Federal Parent Locator Service information, Registry of Motor Vehicles information, unemployment insurance compensation information, information received from Commonwealth entities, and other states and entities, as well as "personal data" as defined in G.L. c. 66A and "personal information" as defined in M.G.L. c. 93H.

The term Employees for the purpose of this Agreement includes an independent contractor or consultant, and all full and part-time employees, volunteers, trainees, interns, members, directors, officers, principals, partners, or agents of the licensed Constable or Sheriff's Office, or other person under its control or on its premises.

### **A. REQUIREMENTS**

In performance of the Compliance Agreement the Licensed Constable or Sheriff's Office agree(s) to comply with and assume responsibility for compliance by its Employees with the following requirements.

- 1) All services will be performed under the supervision of authorized Employees (defined as an Employee that has a legitimate business reason to access the DOR Information under the Compliance Agreement).
- 2) All DOR Information made available in any format shall be used only for the purpose of carrying out the provisions of the Compliance Agreement. This DOR Information will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of services under the Compliance Agreement. The Licensed Constable or Sheriff's Office shall protect the confidentiality of the DOR Information in accordance with DOR requirements by agreeing to take commercially reasonable steps to ensure the confidentiality of the DOR Information. "Browsing" (defined as an unauthorized willful inspection) by or disclosure to anyone other than an authorized Employee is prohibited.
- 3) The Licensed Constable or Sheriff's Office shall abide by all applicable statutes and regulations that prohibit the unauthorized use, disclosure or browsing (defined as having not legitimate business reason to use, disclose or browse) of the DOR Information. Employees and other persons under the Licensed Constable or Sheriff's Office's control or on its premises who may have access to the DOR Information shall be required to agree that they will also abide by such statutes and regulations. In this regard, the Licensed Constable or Sheriff's Office agrees to take commercially reasonable steps to prohibit Employees or other persons under the Licensed Constable or Sheriff's Office's control or on its premises from unlawfully using, disclosing, or browsing the DOR Information.
- 4) No services involving the DOR Information will be subcontracted without DOR's prior written approval. The Licensed Constable or Sheriff's Office will be responsible for its authorized subcontractor's compliance with applicable statutes, regulations, and DOR requirements.
- 5) The Licensed Constable or Sheriff's Office will maintain an up-to-date list of Employees authorized to access the DOR Information. The Licensed Constable or Sheriff's Office will provide such list to DOR upon request.
- 6) The Licensed Constable or Sheriff's Office agrees that during the term of the Compliance Agreement that it will comply with the notification requirements of M.G.L. c. 93H (Security Breaches) and the regulations promulgated thereunder, Executive Order 504, 201 CMR 17.00 and any subsequent related regulations or amendments.
- 7) DOR shall have the right to send its officers and employees into the offices and facilities of the Licensed Constable or Sheriff's Office to inspect facilities and operations performing any services under the Compliance Agreement for compliance with the requirements outlined in the Compliance Agreement, and/or this Agreement. On the basis of such inspection, corrective actions may be required in cases where the Licensed Constable or Sheriff's Office is found to be noncompliant with the DOR safeguards.

- 8) The Licensed Constable or Sheriff's Office also agrees to apply all confidentiality and security provisions to the DOR Information, even beyond the expiration or termination of the Compliance Agreement.

**B. ACKNOWLEDGEMENTS AND SIGNATURES**

By signing this Agreement, the Licensed Constable or Sheriff's Office affirms that all Employees, including an Employee hired after the date of this Agreement, who will perform services under the Compliance Agreement, will have undergone background checks satisfactory to DOR in accordance with the Compliance Agreement, and will have signed the "Confidentiality Agreement for Licensed Constables and Sheriffs" before they can perform services under the Compliance Agreement and/or access the DOR Information. The Licensed Constable or Sheriff's Office will store the original signed Confidentiality Agreements, and will return copies to DOR.

The Licensed Constable or Sheriff's Office agrees to comply with and assume responsibility for compliance by its Employees with the requirements detailed in the Compliance Agreement. I agree that I will inform all Employees who may have access to the DOR Information about DOR's confidentiality statutes and regulations relating the unauthorized disclosure or use of the DOR information.

I attest that I am in a position to assume responsibility for, and ensure compliance with, this Agreement and that I am authorized to sign this Agreement on behalf of the Licensed Constable or Sheriff's Office. I am aware that a violation of this Agreement may result in the termination of the Compliance Agreement and prohibiting the Licensed Constable or Sheriff's Office from entering into any future Compliance Agreements with the Commonwealth.

Nantucket Sheriff Dept.  
Name of licensed Constable or Sheriff's Office

By: James A. Perelman  
Signature of Authorized Official

James A. Perelman  
(Print Name)

Nantucket Sheriff  
(Print Title)

11/19/19  
(Date)



COMMONWEALTH OF MASSACHUSETTS  
Department of Revenue

CRIMINAL OFFENDER RECORD INFORMATION (CORI)  
ACKNOWLEDGEMENT FORM

The Massachusetts Department of Revenue (DOR) is registered under the provisions of M.G.L. c. 6, §172 to receive CORI for the purpose of screening current and otherwise qualified prospective employees, volunteers, subcontractors, and/or subcontractor employees.

As a prospective or current employee, volunteer, subcontractor, and/or subcontractor employee, I understand that a CORI check will be submitted for my personal information to the DCJIS. I hereby acknowledge and provide permission to the Massachusetts Department of Revenue to submit a CORI check for my information to the DCJIS. This authorization is valid for one year from the date of my signature. I may withdraw this authorization at any time by providing the Massachusetts Department of Revenue with written notice of my intent to withdraw consent to a CORI check.

~~FOR EMPLOYMENT AND VOLUNTEER PURPOSES ONLY:~~ The Massachusetts Department of Revenue may conduct subsequent CORI checks within one year of the date this Form was signed by me provided, however, that the Massachusetts Department of Revenue must first provide me with written notice of this check.

By signing below, I provide my consent to a CORI check and acknowledge that the information provided on Page 2 of this Acknowledgement Form is true and accurate.

Sandra J Dault  
SIGNATURE

11/14/19  
DATE



COMMONWEALTH OF MASSACHUSETTS  
**Department of Revenue**

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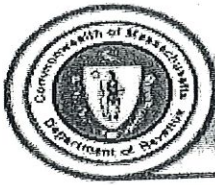
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By signing below, I provide my consent to a CORI check and acknowledge that the information provided on Page 2 of this Acknowledgement Form is true and accurate.

*[Handwritten Signature]*  
SIGNATURE

11.22.19  
DATE



COMMONWEALTH OF MASSACHUSETTS  
**Department of Revenue**

**CRIMINAL OFFENDER RECORD INFORMATION (CORI)  
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By signing below, I provide my consent to a CORI check and acknowledge that the information provided on Page 2 of this Acknowledgement Form is true and accurate.

Brenda A. Garnett  
SIGNATURE

Sept. 21, 2012  
DATE



# CORI Request Form

The Massachusetts Department of Revenue (DOR) has been certified by the Department of Criminal Justice Information Services (DCJIS) for access to conviction and pending criminal case data. As an applicant/employee for \_\_\_\_\_, I understand that a criminal record check will be conducted for conviction and pending criminal case information only and that it will not necessarily disqualify me. The information below is correct to the best of my knowledge.

Signature of applicant/employee Brenda A. Garrett

Last name of applicant/employee (please print) Garrett First name Brenda Middle name Ann

Maiden name or alias (if applicable) N/A Social Security number (not required) \_\_\_\_\_ Identity Theft Index PIN (if applicable)\* \_\_\_\_\_

Date of birth Oct. 31, 1956 Place of birth New Bedford, MA Mother's maiden name Holobucky

Sex female Height 5'5" Weight 190 Eye color hazel

Former addresses 3 Quail Lane Weymouth, MA 02554

Driver's license number 541985776 State of issue MA

Office use only: Form of government-issued photographic identification used to review and verify the above information \_\_\_\_\_

Signature of CORI authorized employee \_\_\_\_\_

\*To be completed by those applicants who have been issued an Identity Theft Index PIN Number by the DCJIS.



SHERIFF  
JAMES A. PERELMAN

THE COMMONWEALTH OF MASSACHUSETTS  
OFFICE OF THE SHERIFF

*County of Nantucket*

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PO BOX 419  
NANTUCKET, MA 02554

508-228-7263



NSD Staff handling Department of Revenue Civil Process

November 25, 2019

These four NSD Employees have passed the CORI Background Check

- 1) Sheriff James A. Perelman  
[perelman@islandsheriff.com](mailto:perelman@islandsheriff.com)
- 2) Special Sheriff Richard Harrington  
[rharrington@islandsheriff.com](mailto:rharrington@islandsheriff.com)
- 3) Deputy Brenda A. Garnett  
[bgarnett@islandsheriff.com](mailto:bgarnett@islandsheriff.com)
- 4) Deputy Sandra J. Daub  
[nantucket@islandsheriff.com](mailto:nantucket@islandsheriff.com)