

ADMINISTRATIVE OFFICE OF THE COURTS
STATE OF NEW JERSEY

PHILIP S. CARCHMAN, P.J.A.D.
ACTING ADMINISTRATIVE DIRECTOR
OF THE COURTS



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DIRECTIVE # 11-08

(Supersedes Directive #4-96)

[Please call 609-292-0012 with
any questions or comments.]

To: Assignment Judges

From: Philip S. Carchman, P.J.A.D.

Subj: Interagency Agreement (Judiciary, Department of Corrections, State Parole Board) on the Processing of PSI Reports, Judgments of Conviction, and VOP Summary Reports

Date: May 20, 2008 (corrected July 30, 2008)

This Directive revises the procedures for use by the Judiciary in transmitting presentence investigation reports, judgments of conviction and violation or probation summary reports to the Department of Corrections and the State Parole Board. As such, it supersedes Directive #4-96 (issued May 24, 1996). The authority for the directive arises out of the attached updated Interagency Agreement among the Administrative Office of the Courts, the Department of Corrections and the State Parole Board.

The revisions in the procedures were necessitated by operational changes within the Department of Corrections and the State Parole Board, the need to include violation of probation summaries in the express provisions of the agreement, and the need to include procedures for non-custodial sentences involving a Community Supervision for Life or Parole Supervision for Life component.

The significant revisions to the agreement are as follows:

New Commitments

The revised interagency agreement continues to require the Judiciary's Criminal

Division to provide three (3) copies of documents. However, the distribution of those three copies has changed:

- One copy marked "DOC" will continue to be sent to the county jail.
- One copy marked "DOC" will now be sent to applicable Department of Corrections reception center where the defendant will be housed. This copy was previously sent to the county jail.
- One copy marked "SPB" will now be sent to the Parole Board Information Certification Unit. This copy was previously sent to the Parole Board at various state reception units.

Additional Sentences

The revised Interagency Agreement reduces the number of copies the Criminal Division must provide to the Department of Corrections from two to one and also changes the distribution:

- One copy marked "DOC" must now be sent to the DOC Additional Sentence Unit. This copy was previously sent to the DOC at various state reception units.
- The one copy marked "SPB" will now be sent to the Parole Board Information Certification Unit. This copy was previously sent to the State Parole Board at the institution where the defendant was housed.

Violations of Probation Summaries

While the Judiciary, the Department of Corrections, and the State Parole Board have proceeded under the presumption that the Interagency Agreement covered the distribution of Violation of Probation (VOP) Summaries, up to this point that was not expressly provided for. The revised Interagency Agreement now specifically so provides, that is, that the Violation of Probation Summary should be distributed along with the PSI and JOC when the sentence involves a violation of probation.

Non-Custodial Terms Containing a Community Supervision for Life or Parole Supervision for Life Component

Although a defendant may receive a non-custodial sentence, the Parole Board

will provide supervision if the sentence includes a Community Supervision for Life or Parole Supervision for Life component. In such instances one copy of the PSI, JOC and the VOP Summary must be sent to the Parole Board Information Certification Unit.

Questions regarding this directive and the underlying revised Interagency Agreement may be directed to Assistant Director Joseph J. Barraco (Criminal Practice Division) at 609-292-0012.

PSC:sk

Attachment

cc: Chief Justice Stuart Rabner
Peter J. Barnes, Jr., State Parole Board Chair
Commissioner George W. Hayman, Department of Corrections
Hon. Glenn A. Grant, Acting Admin. Director Designate
Criminal Presiding Judges
AOC Directors and Assistant Directors
Trial Court Administrators
Criminal Division Managers
John J. Wieck, Criminal Practice Division
Steven D. Bonville, Special Assistant
Francis W. Hoeber, Special Assistant
Larry Gregorio, State Parole Board
Doreen M. White, Department of Corrections

**INTERAGENCY AFFILIATION AGREEMENT REGARDING
THE PROCESSING OF PRE-SENTENCE INVESTIGATION
REPORTS, JUDGMENTS OF CONVICTION AND VIOLATION OF
PROBATION SUMMARY REPORTS**

ADMINISTRATIVE OFFICE OF THE COURTS

**HON. PHILIP S. CARCHMAN, J.A.D.
ACTING DIRECTOR**

DEPARTMENT OF CORRECTIONS

**GEORGE W. HAYMAN
COMMISSIONER**

STATE PAROLE BOARD

**PETER J. BARNES, JR.
CHAIRMAN**

I. STATEMENT OF PURPOSE

The Administrative Office of the Courts (AOC), the Department of Corrections (DOC) and the State Parole Board (SPB) agree that a cooperative effort is necessary to establish a uniform system to improve the delivery, receipt and distribution of Pre-Sentence Investigation reports (PSI), Judgments of Conviction (JOC) and Violation of Probation Summary Reports (VOP). A uniform system will ensure that information is provided to the DOC and the SPB which will allow for the classifying and parole processing of criminal offenders to commence in a timely manner.

II. RESPONSIBILITIES OF AGENCIES

The AOC, through its Criminal Division Manager network is responsible for providing copies of the PSI, the JOC and the VOP, as described in Section III of this Agreement, to the DOC and the SPB.

A. New Commitment

The AOC shall provide three (3) copies of the PSI, three (3) copies of the JOC and three (3) copies of the VOP on each offender sentenced to a new commitment to the custody of the DOC.

1. Two (2) copies of the PSI, two (2) copies of the JOC and two (2) copies of the VOP shall be stamped with a stamp labeled "DOC" and shall be distributed by the Criminal Division Manager in the following manner:
 - a. One (1) copy of the PSI, one (1) copy of the JOC and one (1) copy of the VOP shall be sent to the respective county jail liaison in which the offender is housed. This copy of the PSI, JOC and VOP shall remain with the offender at the county jail and shall be transmitted to the state reception unit when the offender is transferred and admitted there.
 - b. One (1) copy of the PSI, one (1) copy of the JOC and one (1) copy of the VOP shall be sent to the applicable DOC reception center (the Central Reception and Assignment Facility, the Adult Diagnostic and Treatment Center, the Edna Mahan Correctional Facility for Women), depending upon the type of offender commitment.
2. One (1) copy of the PSI, one (1) copy of the JOC and one (1) copy of the VOP shall be stamped with a stamp labeled "SPB" and shall be sent to the State Parole Board Information Certification Unit (ICU) at:

**New Jersey State Parole Board
Information Certification Unit
P.O. Box 862
Trenton, NJ 08625**

3. In addition to the above referenced documents, the Criminal Division Manager shall send a receipt form to the county jail liaison, the DOC and the SPB, which identifies the name of the offender(s), date of sentence, indictment or accusation number and number of PSIs, JOCs and VOPs being provided. The receiving party shall sign the receipt form and return it to the Criminal Division Manager. The signed receipt will be confirmation to the Criminal Division Manager that the material was, in fact, received by the county jail liaison, the DOC and the SPB.
 - a. In the event that the county jail liaison, the DOC and/or the SPB determine that a specific document identified on the receipt form is missing and not included in the material, they shall indicate on the receipt form that the document was "not received" and the Criminal Division Manager shall send one (1) copy of the missing document(s) to the requesting agency.

B. Additional Sentences

The AOC, through its Criminal Division Manager network shall provide two (2) copies of the PSI, two (2) copies of the JOC and two (2) copies of the VOP on each offender sentenced to an additional sentence.

1. One (1) copy of the PSI, one (1) copy of the JOC and one (1) copy of the VOP shall be stamped with a stamp labeled "DOC" and sent to the DOC Additional Sentence Unit at:

**NJDOC Additional Sentence Unit
Central Office, Harris Annex
P.O. Box 863
Trenton, NJ 08625**

2. One (1) copy of the PSI, one (1) copy of the JOC and one (1) copy of the VOP shall be stamped with a stamp labeled "SPB" and shall be sent to the SPB Information Certification Unit (ICU) at:

**New Jersey State Parole Board
Information Certification Unit
P.O. Box 862
Trenton, NJ 08625**

3. In addition to the above referenced documents pertaining to offender(s)' additional sentences, the Criminal Division Manager shall send a receipt form, which identifies the name of the offender(s), date of sentence, indictment or accusation number and number of PSIs, JOCs and VOPs being provided to the DOC and the SPB. The receipt form shall be signed by the receiving agency, returned to the Criminal Division Manager and serve as confirmation to the Criminal Division Manager that the

material was, in fact, received by the DOC and the SPB.

- a. In the event that the DOC and/or the SPB determine that a specific document identified on the receipt form is missing and not included in the material, they shall indicate on the receipt form that the document was "not received" and the Criminal Division Manager shall send one (1) copy of the missing document(s) to the requesting agency.
- b. The DOC has a computerized inmate locator service which can facilitate the identification of the offender's most current location. The phone number of the inmate locator service is (609)777-5733. Additionally, DOC has allowed on line access to their OBCIS System available through the CCIS network. Criminal Division Managers and court officials can access OBCIS provided they secure proper security clearance.

C. Non-custodial Terms Containing a Community Supervision for Life or Parole Supervision for Life Component

The AOC, through its Criminal Division Manager network shall provide one (1) copy of the PSI, one (1) copy of the JOC and one (1) copy of the VOP on each offender sentenced to a non-custodial term containing a CSL or PSL component.

1. One (1) copy of the PSI, one (1) copy of the JOC and one (1) copy of the VOP shall be stamped with a stamp labeled "SPB" and shall be sent to the SPB Information Certification Unit (ICU) at:

**New Jersey State Parole Board
Information Certification Unit
P.O. Box 862
Trenton, NJ 08625**

2. In addition to the above referenced documents sent to SPB-ICU, the Criminal Division Manager shall send a receipt form indicating the name of the offender(s), date of sentence, indictment or accusation number and number of PSIs, JOCs and VOPs being provided. This receipt form shall be signed by the SPB-ICU and returned to the Criminal Division Manager and will serve as confirmation to the Criminal Division Manager that the material was, in fact, received by the SPB-ICU.
 - a. In the event that the SPB-ICU determines that a specific document identified on the receipt form is missing and not included in the material, the SPB shall indicate on the receipt form that the document was "not received" and the Criminal Division Manager shall send one (1) copy of the missing document(s) to the SPB-ICU.

D. Verification

The DOC and SPB shall verify the receipt of PSIs, JOCs and VOPs.

1. The DOC and the SPB shall sign and return receipts to the Criminal Division Managers.
2. The DOC and the SPB shall keep copies of all receipts that they sign and return to Criminal Division Managers.

E. Missing Documents

1. If the DOC or SPB cannot locate a PSI, JOC or VOP for an offender sentenced after the effective date of this Agreement after it acknowledged receipt of the document from the Criminal Division Manager, that party shall obtain a copy of the document from the other party.
2. For all outstanding or missing documents for offenders sentenced prior to the effective date of this Agreement, the previous Agreement shall control.

III. DOCUMENTS

A. PSI

PSI's shall be prepared in accordance to N.J.S.A. 2C: 44-6. R. 3:21-2 (a) requires a report be prepared before the imposition of any sentence in the Superior Court except in a case where a death sentence is to be imposed.

B. JOC

In accordance with R. 3:21-5, the JOC shall include the plea, the verdict or findings, the adjudication and sentence, a statement of reasons for such sentence, and a statement of jail credits pursuant to R. 3:21-8.

C. VOP

A VOP shall consist of the Violation of Probation Statement of Charges and the Violation of Probation Summary.

When a defendant is resentenced as a result of violation of probation, the presentence report prepared for the original sentencing and the JOC from the resentencing shall be included with the VOP Statement of Charges and VOP Summary when provided to the DOC and SPB.

IV. MONITORING COMPLIANCE

Representatives of the AOC, the DOC, and the SPB shall be designated to meet semi-annually to review compliance with the above procedures, to discuss problems that may have arisen, and to modify the procedures to insure that the purpose of this agreement is achieved.

V. CONFIDENTIALITY

All parties to this agreement understand and shall abide by the requirement that access to PSIs, JOCs and VOPs shall be limited to authorized personnel and for business-related purposes only. All such information must remain confidential and not be otherwise disclosed unless it is pursuant to law. Violators of this provision shall be subject to appropriate sanctions as provided by law and administrative guidelines.

VI. LIABILITY AND INDEMNIFICATION

- A.** Personnel employed by the AOC are AOC employees at all times for all purposes, including the provision of liability insurance, workers' compensation coverage and indemnification.
- B.** Personnel employed by the DOC are DOC employees for all purposes.
- C.** Personnel employed by the SPB are SPB employees for all purposes.
- D.** Nothing in this Agreement alters the immunity granted by the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 to 12-2, as amended, that provides government entities and their employees protection from liability for the negligent provision of erroneous information.
- E.** Nothing in this agreement shall be construed as limiting any legal or administrative remedies available to each agency under applicable law or regulation.
- F.** Nothing in this agreement shall relieve each agency from complying with all applicable laws and regulations.

VII. THIRD PARTY BENEFICIARY RIGHTS

This Agreement does not create in any individual or entity the status of third-party beneficiary, and this Agreement shall not be construed to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties and shall inure solely to the benefit of the parties. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties intend and expressly agree that only the parties shall have any legal or equitable

right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or bring an action for the breach of this Agreement.

VIII. TERMS OF AGREEMENT AND TERMINATION OF PARTICIPATION

- A.** This Agreement is effective when signed by or on behalf of the within parties and will remain in effect indefinitely.
- B.** This Agreement shall be interpreted pursuant to the laws of the State of New Jersey without reference to conflict of laws principles.
- C.** Any party has the right to terminate this Agreement under the following conditions:
 - 1. Any party desiring to terminate this Agreement shall serve the other party with written notice, which shall be effective, unless withdrawn, sixty days from the date of such service.
 - 2. Prior to such notification and effective date, each party shall use every reasonable effort to resolve the causes stated for termination.

IX. AMENDMENTS

This Agreement may be amended by the written request of any of the signatory parties. Any amendment to this Agreement shall be set forth in writing and signed by authorized representatives of all parties in order to become effective.

No modification, amendment or waiver of this agreement shall be valid except by written amendment to this agreement duly executed by the parties.

X. DISPUTE RESOLUTION

If disagreements or disputes arise between any of the parties to the Agreement, the signatories or their duly authorized representatives agree to confer to resolve the disagreement or dispute. A "duly authorized representative" is a person who has been designated in writing by a signatory as having actual authority to sign documents on behalf of the party.

XI. ENTIRETY OF AGREEMENT

This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

XII. SEVERABILITY

Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect and the parties may renegotiate the terms affected by such severance.

XIII. STATEMENT OF CONSENSUS

The Parties to this agreement, in recognition of the value of agency cooperation in the correctional and parole processing of criminal offenders, do hereby affirm to abide by the standards as set forth in this document.

**Hon. Philip S. Carchman, J.A.D.
Acting Director
Administrative Office of the Courts**

/s/ Philip S. Carchman

5/16/08

Signature

Date

**George W. Hayman
Commissioner
Department of Corrections**

/s/ George W. Hayman

4/17/08

Signature

Date

**Peter J. Barnes, Jr.
Chairman
State Parole Board**

/s/ Peter J. Barnes, Jr.

3/5/08

Signature

Date