

**AGREEMENT FOR DATA COLLECTION SERVICES  
STATE COURT PROCESSING STATISTICS PROGRAM**

1. BACKGROUND

This Agreement is entered into between the **REJIS Commission** (REJIS), a government agency through its Administration Division, which has a place of business at 4255 West Pine Boulevard, St. Louis, Missouri 63108, acting as coordinator for the Bureau of Justice Statistics' State Court Processing Statistics (SCPS) program, and \_\_\_\_\_ (COLLECTOR), collecting for \_\_\_\_\_, which has a place of business at \_\_\_\_\_.

REJIS Commission has been chosen by the U.S. Department of Justice's Bureau of Justice Statistics to manage the 2009 State Court Processing Statistics (SCPS 2009-2010) project. The SCPS project has been publishing national information on felony case processing since 1988.

2. SCOPE

Every two years a sample of felony defendants from 40 counties are tracked for up to one year. These counties are selected to provide a representative cross-section of the most populous jurisdictions in the nation. \_\_\_\_\_ County, \_\_\_\_\_ has been chosen as one of the counties for the 2009 study.

3. SPECIFIC TASKS

COLLECTOR must have complete and timely access to each defendant's court case specified in the referenced county sample list. Communication with REJIS' (or its designated collection agent's) staff must be maintained by telephone or e-mail throughout the SCPS 2009-2010 project. Contact must be made at least bi-weekly.

COLLECTOR will use the materials provided by REJIS (or its designated collection agent) to track defendants for the SCPS 2009-2010 sample according to the instructions provided by REJIS staff as specified in the SCPS 2009-2010 *User Guide* for the cases identified in the Case Listing.

4. REJIS PROVIDED MATERIAL AND SUPPORT

REJIS (or its designated collection agent) will provide the following materials and support.

- A) The SCPS 2009-2010 *User Guide*. The User Guide will be sent via e-mail attachment.
- B) Materials for entering the data through an Internet website or a fillable PDF form that can be updated and returned to REJIS.
- C) A Case Listing identifying the specific cases that will be selected. This case listing will be based on the Sample List supplied by the COLLECTOR.
- D) Support for any questions that the COLLECTOR has while performing the work.

5. PERIOD OF PERFORMANCE

The period of performance will commence one week after the U.S. Office of Management and Budget (OMB) approves the data collection instrument that will be used. REJIS (or its designated collection

agent) will notify the collector when OMB has approved the collection instrument. REJIS will supply COLLECTOR a listing of the specific cases (Case Listing) for which data is to be supplied. COLLECTOR agrees to complete all collection for online cases **no later than 5 months after receipt of the approval to start collecting data**. Extensions to this deadline must be approved in writing by REJIS. Extensions will be granted only in extraordinary circumstances and when REJIS determines it is in the best interest of SCPS.

All extensions and other failure to meet deadlines will require an amendment to this agreement and will result in a reduction in the original contracted pay by 50 % of the rate shown in paragraph 6 PAYMENT FOR PERFORMANCE. In addition, failure to submit accurate and complete data in accordance with this contract will also result in a reduction in payment of 50% of the rate shown in paragraph 6 PAYMENT FOR PERFORMANCE.

COLLECTOR must complete and submit at least 20% of the total amount of cases for **Wayne** County each month to ensure completion by the deadline date.

#### 6. PAYMENT FOR PERFORMANCE

REJIS will pay COLLECTOR a fee of \$11.00 per online case submission of the cases identified in the Case Listing. Submissions will be made via Internet (i.e. Checkbox web interface) or fillable PDF form returned to REJIS or its designated collection agent. Payment for complete and accurate submissions will be made to COLLECTOR within 30 days of receiving an invoice from the COLLECTOR and REJIS's acceptance of the cases submitted. All corrections made by COLLECTOR are included in the original fees per case. Any cases that are a result of an arrest in which the defendant is charged with probation/parole violations or warrants for fugitive of justice will be paid at a discounted rate of \$2.50 per case. REJIS staff has attempted to remove these cases from the sample list, but with limited information it is difficult to catch all cases.

REJIS will not pay COLLECTOR for any work that is performed during time for which COLLECTOR is eligible to be paid by another entity.

Payments will be made to \_\_\_\_\_.

#### 7. RELATIONSHIP OF THE PARTIES

In the performance of all work and services under this Agreement, COLLECTOR will act as an independent contractor and not as an agent or employee of REJIS. REJIS and COLLECTOR agree to indemnify and hold harmless each other from any and all acts or omissions of themselves, their employees, or their agents.

REJIS project staff (or its designated collection agent) will maintain regular contact with COLLECTOR throughout the duration of the project. COLLECTOR will notify REJIS staff (or its designated collection agent) of any changes, such as address or telephone number, which would affect REJIS's ability to contact COLLECTOR.

REJIS has chosen LOGISTICS MANAGEMENT INSTITUTE (LMI) as its designated collection agent for this project. LMI will supply the materials and support described in paragraph 5 REJIS PROVIDED MATERIAL AND SUPPORT. All output products generated as part of this agreement should be sent directly to LMI at 2000 Corporate Ridge, McLean, VA 22102-7805.

LMI is authorized to supply all technical materials and support needed by the COLLECTOR for this project; however, all changes to this agreement may only be authorized by REJIS.

Any invoices for payment or questions concerning the SCPS 2009-2010 project or this agreement may be directed to Gene Lauver, REJIS COMMISSION, 4255 West Pine Blvd., St. Louis, MO. 63108, Phone: (314) 633-0260, e-mail: galauver@rejis.org.

8. CONFIDENTIALITY OF ASSIGNMENT

COLLECTOR will not discuss his/her assignment with any representative of the news media or with any other third party without prior clearance from REJIS.

9. RIGHTS IN WORK PRODUCT

The work product of the assignment is the sole property of REJIS.

10. ASSIGNMENT AND WARRANTY

This Agreement will not be assigned by COLLECTOR to any other party without the express written consent of REJIS. COLLECTOR warrants that any and all persons performing under this Agreement will be qualified to perform the tasks delegated to them.

11. BEST EFFORTS

All work and services performed by COLLECTOR will comply with generally prevailing standards of quality and timeliness, and will be performed using COLLECTOR'S best professional efforts.

12. MODIFICATION

Neither party may modify this Agreement without the express written consent of the other party.

13. BREACH AND RATIFICATION

In the event of a material breach of any of the terms and conditions of this Agreement, the non-breaching party may elect to 1) suspend performance pending resolution of the breach or 2) terminate this Agreement.

This provision notwithstanding, any alleged breach will be deemed ratified unless within thirty (30) days thereof the non-breaching party 1) ceases its performance under this Agreement and 2) notifies the other party in writing of the occurrence of the alleged breach. If a breach is so ratified, the non-breaching party will be stopped from suspending or terminating this Agreement, or from seeking any other remedy for said breach.

14. WAIVER

COLLECTOR hereby consents to work for REJIS with the understanding that REJIS will not in anyway be held responsible for any injury suffered or for any damage to or loss of personal property while working under the terms of this contract.

15. TERMINATION

Either party may terminate this Agreement in the event that performance becomes impossible, or in the event of a material breach by the other party. For termination to be effective, written notice thereof must be delivered to the non-terminating party.

16. INTEGRATION

This Agreement constitutes the entire understanding between the parties.

SIGNED AND ACCEPTED:

REJIS COMMISSION

by:

William Powell

General Manager

\_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Date

COLLECTOR

by:

Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City/State/Zip Code

\_\_\_\_\_  
Social Security or Employer Identification Number

\_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Date

(\_\_\_\_\_) \_\_\_\_\_

Phone