

## AGREEMENT AMENDMENT ADDENDUM

**REFERENCE:** Agreement between American Corrective Counseling Services, Inc. ("ACCS") and the State's Attorney of Anne Arundel County, State of Maryland ("State's Attorney") for providing administrative support services to the State's Attorney's diversion program to bad check writers, executed on December 12, 2006 ("Agreement").

The following amendment shall be incorporated in lieu of and/or in addition to the existing language in the Agreement. These clauses below shall be inserted into the Agreement as noted below. If any conflict arises between this addendum and the previous language in the Agreement and/or any other previous addendum (collectively "Agreements"), this addendum constitutes the final, complete, and exclusive statement of the terms of the Agreement between the parties pertaining to the subject matter of this addendum and supersedes any prior and contemporaneous understandings or Agreements of the parties.

The parties wish to amend the Agreement further as provided herein:

- (a) **Section 3, titled "Services to be provided by ACCS" of the Agreement is hereby amended by the addition of a new subsection clause (d) to read:**

**"(d.)** ACCS will continue to provide the Anne Arundel County State's Attorney's Office with one (1) part-time "on-site" clerical person to manage the process of preparing and distributing bad check cases to the appropriate court for filing of criminal charges. The State's Attorney's Office will provide authority and direction for matters relating to prosecution and case preparation. A job description has been provided and approved by the State's Attorney prior to the commencement of the position.

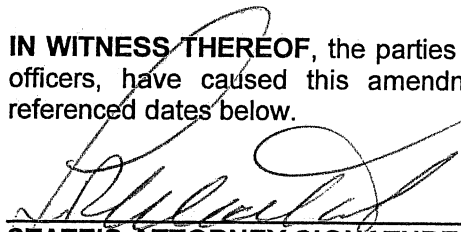
ACCS has (and will in future) obtain background and security clearance by the State's Attorney for any person to be placed in this position prior to hire. ACCS shall have the responsibility to hire, manage, and compensate this person and shall at all times have the ability and responsibility to remove this employee from their responsibilities for failure to comply with ACCS company policies and procedures and/or policies and direction set by the State's Attorney."

- (b) **Schedule 1. Clause (E), "Compensation" of the Agreement is hereby amended and shall be fully replaced by the following:**

**"E. Compensation.** ACCS shall receive 100% of the Diversion Seminar and Incidental Expense Fees.

*All other articles and provisions as contained in the Agreement shall remain in full force and effect.*

**IN WITNESS THEREOF**, the parties hereunto, acting by and through their duly authorized officers, have caused this amendment to be incorporated through addendum as of referenced dates below.

  
STATE'S ATTORNEY SIGNATURE

4/18/07  
DATE

  
ACCS CHIEF EXECUTIVE OFFICER SIGNATURE

4-10-07  
DATE

ACCS PROPRIETARY AND CONFIDENTIAL  
NOT FOR DUPLICATION OR DISTRIBUTION

ANNE ARUNDEL COUNTY 00013