

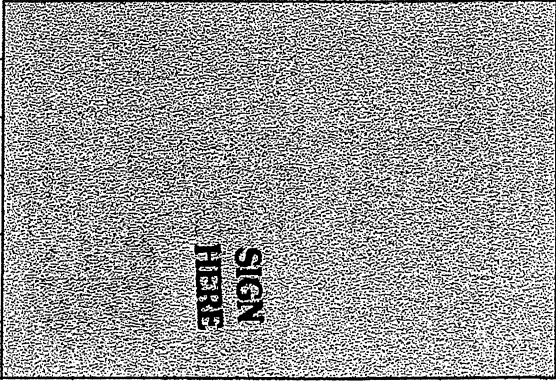
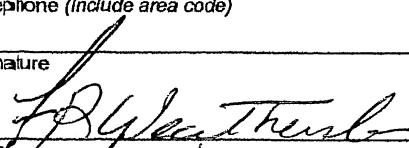


Express Mail® Corporate Account Application

Scope of Service The Express Mail Corporate Account enables customers to have the postage and fees for all Express Mail shipments, both domestic and international, withdrawn from one centrally-located account. Customers may deposit Express Mail shipments paid under a Corporate Account at any designated acceptance office, Express Mail collection box, give shipments to designated collection personnel, or call 1-800-222-1811 for pickup.

Express Mail Service The United States Postal Service® (Postal Service™) is hereby requested to provide Express Mail Service under a Corporate Account subject to the provisions set forth below:

- General Provisions**
1. The Postal Service will assign an Express Mail Corporate Account number to be used on Express Mail shipments in lieu of affixing postage.
 2. A deposit estimated as equivalent to two weeks' postage charges or \$250.00, whichever is higher, is required to open a Corporate Account. A minimum balance sufficient to cover average charges incurred within a one-week period or \$100.00, whichever is higher, will be maintained in the account. The Corporate Account will be debited for postage and fees resulting from all Express Mail shipments bearing the designated account number up to 30 days after the account has been closed. Subsequent shipments bearing the account number will be refused.
 3. Express Mail service provided under a Corporate Account may be terminated by the Postal Service upon ten (10) days written notice to the account holder at the address set forth below if for three consecutive postal accounting periods (approximately three months): (1) the account holder fails to maintain the minimum balance required; or (2) the account holder does not use the account. The account holder may terminate the Corporate Account for any reason by giving written notice to the Postal Service.
 4. At the end of each month, the Postal Service will provide a Corporate Account mailing statement showing a beginning balance, deposits, a listing of each shipment mailed and date, office of mailing, number of shipments, postage and fees, and the ending balance in the account.
 5. After completing, return this form to post office for processing. You will receive an answer within 5 working days.

Customer	Postal Service Representative
Name The Honorable Frank R. Weathersbee	Accepted by
Title State's Attorney	Title
Company / Anne Arundel County Bad Check Restitution Program	Date
Address (No., street, apt./ste. no.) P.O. Box	 SIGN HERE
City, state, ZIP + 4® Annapolis, MD	
Email Address	
Telephone (include area code)	
Signature 	
Date 8/25/05	

PS Form 5639, January 2004

ANNE ARUNDEL COUNTY 00030

Postmaster
U.S.P.S.
Annapolis, MD

Please forward all accountable mail using reship program for the Anne Arundel County
State's Attorney's Bad Check Restitution Program addressed to P.O. Box _____ to:

American Corrective Counseling Services, Inc.

180 Avenida La Pata, Suite 200

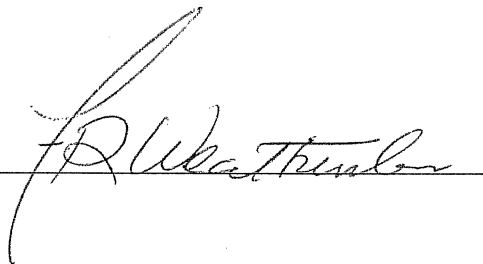
San Clemente, CA 92673

(800) 325-3910 phone, (800) 325-3873 fax

You are also hereby authorized to release information about this box, its forwarding status,
forwarding funds and renewal status to American Corrective Counseling Services.

Sincerely,

Signed: _____

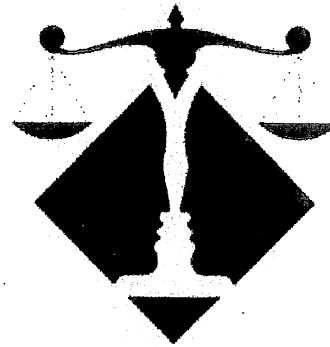


Date: _____

8/25/05

ACCS Bad Check Restitution Program

**Office of the
Anne Arundel
County
State's Attorney**



**2003
CONTRACT**

***American Corrective
Counseling Services***

*180 Avenida La Pata, Suite 200
San Clemente, CA 92673
Ph (800) 325-3910 Fax (800) 325-3873*

**CONSULTING
AND
ADMINISTRATIVE SUPPORT SERVICES
AGREEMENT**

This Consulting And Administrative Support Services Agreement (the "Agreement") is effective November 22, 2002 by and between American Corrective Counseling Services, Inc., a California corporation ("ACCS") and the State's Attorney of Anne Arundel County, State of Maryland:

Recitals

- (i) The principal business activity of ACCS is the provision of educational seminars, consulting, and administrative support services to State and County prosecutor's offices that have adopted pre-trial misdemeanor bad check diversion programs ("Diversion Programs"). These programs typically allow first time offenders (the "Participant") to avoid the prospect of criminal prosecution, provided the Participant attends an educational seminar ("Seminar") mandated by the prosecutorial authority addressing the causes and the prevention of bad check writing, pays a fee for the Seminar, and pays restitution to the victim of the bad check.
- (ii) ACCS has extensive experience providing consulting, administrative support, and Seminars for Diversion Programs. More specifically, ACCS has developed proprietary Seminar materials for the conduct of the Seminars, has extensive experience in staffing Diversion Program Seminars, and has acquired substantial know-how with respect to the administrative and record management procedures necessary to operate an effective Diversion Program.
- (iii) The Anne Arundel State's Attorney desires to retain ACCS to provide consulting services, to staff and to operate its Diversion Program Seminars, and to provide administrative support services as reasonably required by the State's Attorney in the conduct of the Diversion Program. ACCS desires to perform these services for the Anne Arundel State's Attorney as specified herein.
- (iv) The State's Attorney and ACCS acknowledge that the Diversion Program will be operated under Anne Arundel State's Attorney's name, authority and control. It is specifically understood that:
 - (a) The State's Attorney retains full prosecutorial discretion and does not delegate to ACCS any aspect of the exercise of prosecutorial discretion;
 - (b) the content, duration and frequency of the Seminars are to be approved by State's Attorney prior to the conduct of Seminars;

- (c) Prerequisites for participation in the Diversion Program, including any requirement of payment of restitution to the victim, shall be established by the State's Attorney and not by ACCS.
- (d) the State's Attorney retains authority to contractually set or modify the Seminar fees and terms of payment from Participants;
- (e) the format, content, and frequency of any oral or written communication with Participants concerning the payment of restitution or Seminar fees is to be approved in advance by the State's Attorney;
- (f) the mailing of all written communications to Participants concerning the payment of restitution or Seminar fees is to be approved by the State's Attorney prior to the mailing, and any such written communication will be either generated or mailed by State's Attorney personnel, or by a mailing service or similar clerical service, and;
- (g) the mailing address to which Participants are directed to respond will either be the Anne Arundel State's Attorney's mailing address, or a post office box held in the State's Attorney's name.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Retention of Services.** The Anne Arundel State's Attorney retains the services of ACCS as described herein, and ACCS agrees to perform in accordance with this Agreement.
2. **Term.** The term of this Agreement is three years, commencing on the effective date below, and unless sooner terminated as provided herein, shall renew in successive one- year increments at the end of the initial three-year term.

3. **Services to Be Provided by ACCS**

ass sizes will average from 12 to 25 Participants.

(b) **Consulting Services.** ACCS will provide the State's Attorney with *pro*
ma administrative forms and proposed procedural guidelines for the operation of the

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deficiencies in the areas of personal finance, communication, and stress management. Class sizes will average from 12 to 25 Participants.

(b) Consulting Services. ACCS will provide the State's Attorney with *pro forma* administrative forms and proposed procedural guidelines for the operation of the Diversion Program, which are to be reviewed, modified and approved by the State's Attorney. ACCS will make its administrative personnel available to assist the State's Attorney in the development of administrative procedures to be followed for the daily clerical and accounting functions of the Diversion Program. These procedures include the State's Attorney's written communications to Participants, the mechanics of sorting the mail, depositing and accounting for Seminar fees and restitution payments from Participants, disbursement of restitution payments to victims, and financial reporting.

(c) Administrative Support. ACCS shall provide clerical personnel for administrative, accounting, and reporting aspects of the Diversion Program, subject at all times to the managerial authority of the State's Attorney. More specifically, ACCS shall:

- (i) maintain thorough records to enable the generation of reports detailing the compliance and the disposition status on each Diversion Program Participant's case,
- (ii) maintain a detailed current accounting record of all receipts and disbursements of the Diversion Program,
- (iii) open and sort correspondence related to the Diversion Program and deposit Seminar Fees and restitution payments in a trust account to be held by the State's Attorney with ACCS as a signatory,
- (iv) prepare monthly reports which shall provide a summary of all transactions and Program activity for the period,
- (v) maintain all physical files, computer files, and facilities required for performance under this Agreement, and provide the necessary computers, printers, software, communication systems, and office supplies to enable the State's Attorney to operate the Diversion Program.

4. Responsibilities of the Anne Arundel State's Attorney. The State's Attorney shall establish the policies and procedures of the Diversion Program and instruct ACCS regarding the administrative requirements necessary for effective Program operation. The State's Attorney shall establish eligibility criteria for all Participants in the Diversion Program, including specific Diversion Program completion criteria, and procedures regarding the management of cases for those individuals who fail to comply with Diversion Program requirements, including the payment of restitution and Seminar fees.

5. Designation of State's Attorney's "Communications Liaison Officer". The Anne Arundel State's Attorney's office shall designate one of its properly authorized employees as the Communications Liaison Officer (the "Communications Officer"). The Communications Officer shall be charged with final approval, signature, and coordination

of all written communications to Participants concerning the Diversion Program, except for those communications relating exclusively to the conduct and scheduling of Seminars, which is the primary responsibility of ACCS. Furthermore, the Communications Officer shall authorize and supervise all communications with Participants concerning the terms and conditions of the Diversion Program, eligibility, the payment of restitution, or the consequences of failing to enroll in or completion of the Diversion Program. ACCS shall be responsible for all communications with Participants regarding the conduct of the Seminars, attendance, location, rescheduling of Seminars, or other Seminar related matters. ACCS personnel shall direct any questions within the responsibility of the Communications Officer to the Communications Officer, and not discuss these issues with Participants.

6. Compensation to ACCS. ACCS is to be compensated solely from the proceeds of the Seminar Fees charged to the Participants, plus the incidental expenses charged to Participants for rescheduling the Seminars, monitoring restitution and seminar payment arrangements, and any other incidental costs authorized by law and the State's Attorney. The authorized Seminar Fees and incidental expenses are set forth on Schedule 1 attached hereto.

7. Funds and Disbursements. Participants in the Diversion Program shall be instructed to remit payments to a post office box maintained by the State's Attorney, after which monies shall be deposited in a State's Attorney maintained trust account held in a federally-insured financial institution within the state. Disbursements from the trust account shall be made on a regular monthly cycle with the assistance of ACCS. A summary of all trust accounting transactions shall be reported on a monthly basis, with supporting documentation made available for inspection upon request.

8. Records Subject to Audit. The Diversion Program books of accounts, records, and source documents shall be kept and made available at the request of the State's Attorney with the cost of such presentation borne by ACCS. The State's Attorney shall have the right to examine and audit the Diversion Program books and records and supporting source documents at any and all times. The cost of the audit shall be borne by ACCS if the audit shows an understatement of annual gross income of more than five (5) percent of the annual gross income determined on audit, or the audit demonstrates a material failure of ACCS to maintain accurate and complete books, records, accounts, and supporting documentation. All Diversion Program physical and electronic records shall be retained for a period of not less than (3) three years, with records relating to any litigation, or settlement of claims arising out of performance of this contract being retained for a period of not less than (4) four years.

9. Termination. Either party may terminate this Agreement for cause upon thirty days prior written notice. Proper cause shall be any material breach of the contract

that is not cured by the breaching party within (30) thirty days of written notice of the breach. Proper cause shall also include any reduction in the amount of the Seminar Fee and related minimum charges for program operation set forth on Schedule 1 attached hereto and incorporated by reference.

10. Confidentiality. ACCS acknowledges and agrees to implement reasonable safeguards to protect the confidentiality of information obtained in the course of the Diversion Program, including the identity and personal information of Participants, the identity of persons who file bad check crime reports with the State's Attorney, and the operations of the State's Attorney. The State's Attorney agrees to protect all proprietary information ACCS provides in connection with the performance of this Agreement, including ACCS teaching materials, instructional guidelines, financial condition, business plans, customer identities and technical information. The parties agree on termination of this Agreement to return and refrain from using any proprietary or confidential information or materials.

11. Insurance. ACCS will maintain Comprehensive General Liability Insurance including premises liability, bodily injury, and product/completed operations coverage with a combined single limit of \$1,000,000.00 per occurrence, with a \$2,000,000.00 aggregate, and non-owned/hired automobile liability in the amount of \$1,000,000.00 in aggregate. ACCS shall name the Anne Arundel State's Attorney as an additional insured. ACCS shall also maintain a Fidelity/Honesty Bond covering all ACCS employees throughout the contract term, along with any statutory required levels of worker's compensation insurance. In reference to insurance coverage maintained by ACCS, such policies shall not be canceled, limited in scope, or non-renewed until after thirty (30) days written notice has been given to the office of the State's Attorney. Certificates of Insurance evidencing the above coverages and clauses shall be supplied to the State's Attorney's office within ten (10) days of approval of this agreement. All insurance required herewith shall be with companies rated "A", Class XIII, or better in Best's Insurance Guide. Acceptance or approval of insurance shall in no way modify or change the indemnity or hold harmless clauses in this agreement which shall continue in full force and effect.

12. Status of ACCS Personnel. ACCS employees are and shall remain the employees of ACCS, not the State's Attorney. ACCS shall maintain all necessary licenses, permits, certificates, and approvals required by the laws of the United States, Maryland, and all other appropriate governmental agencies. Evidence of such licenses, permits, and approvals shall be provided to the State's Attorney within ten (10) days of approval of this Agreement, and at any time thereafter immediately upon demand. ACCS certifies that all policies regarding employment and participation in the Program are in writing and shall be made available to the State's Attorney and members of the public upon request. The foregoing notwithstanding, ACCS employees, when performing the administrative support requirements of this Agreement, shall be subject to the managerial control of the State's Attorney at all times with respect to any communications ACCS

employees may have with Participants. To the extent that ACCS employees have any interaction with Participants other than with respect to Seminar-related activities, ACCS employees shall exercise only ministerial, non-discretionary duties, at all times subject to the management and control of the State's Attorney.

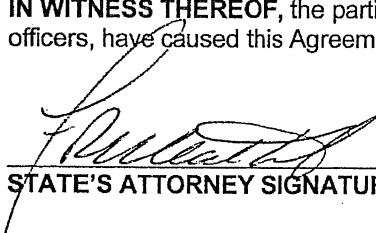
13. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof, and contains all of the agreements between the parties with respect to said matter. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by either party which are not embodied herein, and that no other agreements, statements, or promises not contained within this Agreement shall be valid or binding. The laws of the State of Maryland and the United States of America shall govern all provisions contained within this Agreement.

14. Notice. Any notice to be given hereunder by any party to the other, shall be in writing and may be effected by personal delivery, or by registered mail, return receipt requested, addressed to the proper party, at the following addresses:

Don R. Mealing, President
ACCS
180 Avenida La Pata Suite 200
San Clemente, CA 92673

The Honorable Frank R. Weathersbee
Anne Arundel State's Attorney
7 Church Circle, Suite 200
Annapolis, MD 21401

IN WITNESS THEREOF, the parties hereunto, acting by and through their duly authorized officers, have caused this Agreement to be executed on the dates shown.



STATE'S ATTORNEY SIGNATURE

1/14/03

DATE

ACCS PRESIDENT SIGNATURE

DATE

SCHEDULE 1

RESTITUTION: The victim's total loss associated with the face value of all bad checks, plus a thirty five (\$35.00) fee per Art 27-144-3 of the Annotated Code of Maryland.

PROGRAM FEE: The Diversion Program shall require eligible participants to pay a \$150 enrollment fee to enroll in the program. This fee includes attendance in the special eight (8) hour educational class. The Diversion Program will allow a \$25 deduction from the enrollment fee for timely payment of full restitution and program fees (payment postmarked within 30 days from date of the first program notice to the check writer).

RESCHEDULING FEE: Participants who fail to appear at their scheduled class will be required to pay a \$25 rescheduling fee.

LATE PAYMENT FEE: The Diversion Program shall require all participants who have enrolled in a payment plan and miss their scheduled payment date (payment is postmarked more than five days from the scheduled date) to pay a \$10 late fee to cover the additional administrative expense resulting from the failure to comply with the initial scheduled payment.

PROGRAM COSTS: All direct costs to the District Attorney resulting from mail services, banking fees, postal box rental and related mail costs, shall be charged against and paid from Diversion Program fee revenues. ACCS shall bear all costs related to its personnel, supplies and expenses.

COMPENSATION: The State's Attorney's office shall receive 10% and ACCS shall receive 90% of all program fees after direct program costs have been deducted. ACCS shall receive 100% of all payment plan, late payment and class rescheduling fees.

PAYMENT DISBURSEMENT SCHEDULE: Victim restitution shall be disbursed by check to the victim no later than 32 days following receipt of payment. ACCS fees shall be disbursed weekly to ACCS. Bills for mail costs and postal box rentals shall be paid according to vendor terms. The balance of the fees owed to the District Attorney shall be disbursed by the 20th day of each month for the prior month's receipts.

COLLECTION AND PAYMENT DISTRIBUTION: Lump sum payments shall be distributed in their entirety according to the payment disbursement schedule. When partial payments are received, the following distribution priority shall be used: 50% of the partial payment is applied to the victim restitution balance (until satisfied). The remaining portion of the payment is applied first to the program fee and secondly to the assessment fees (if any). In cases where there are multiple victims, payments will be applied on a first-in first-out basis with respect to the crime report filing date.