

**CONSULTING  
AND  
ADMINISTRATIVE SUPPORT SERVICES  
AGREEMENT**

This Consulting And Administrative Support Services Agreement (the "Agreement") is effective on September 28, 2004, by and between American Corrective Counseling Services, Inc., a California corporation ("ACCS") and the County of San Bernardino, State of California, by and through its District Attorney's Office ("District Attorney" or "County"):

**Recitals**

- (i) The principal business activity of ACCS is the provision of educational seminars, consulting, and administrative support services to State and County prosecutors' offices that have adopted a pre-trial misdemeanor bad check diversion program ("Diversion Program"). 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 District 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 District Attorney in the conduct of the Diversion Program. ACCS desires to perform these services for the District Attorney as specified herein.
- (iv) The District Attorney and ACCS acknowledge that the Diversion Program will be operated under the District Attorney's name, authority and control. It is specifically understood that:
  - (a) the District Attorney retains full prosecutorial discretion and does not delegate to ACCS any aspect of the exercise of prosecutorial discretion;
  - (b) the District Attorney shall approve the content, duration and frequency of the Seminars prior to the conduct of Seminars;
  - (c) the District Attorney shall establish the prerequisites for participation in the Diversion Program, including any requirement of payment of restitution to the victim;
  - (d) the District Attorney retains the authority to contractually set or modify the Seminar fees and terms of payment from Participants;

- (e) the District Attorney shall approve in advance the format, content, and frequency of any oral or written communication with Participants concerning the payment of restitution or Seminar fees;
- (f) the District Attorney shall approve the mailing of all written communications to Participants concerning the payment of restitution or Seminar fees prior to the mailing, and any such written communication will be either generated or mailed by District 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 District Attorney's mailing address, or a post office box held in the District Attorney's name.

**NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. **Retention of Services.** The District 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 October 1, 2004, and unless sooner terminated as provided herein, shall terminate on September 30, 2007.
3. **Services to Be Provided by ACCS.**

(a) **Seminars.** ACCS will conduct all Diversion Program Seminars. In that regard, ACCS will provide qualified instructors to conduct the Seminars, provide its proprietary Seminar materials to class Participants, lease the required facilities to conduct the Seminars, monitor the attendance at the Seminars, and communicate directly with Seminar Participants regarding scheduling, attendance, and related administrative details. Classes shall be scheduled in convenient locations within San Bernardino County and will normally be held on Saturdays, 8:00 a.m. to 4:30 p.m. Instructors will typically hold advanced degrees in a counseling related field (e.g., psychology or social work). ACCS will continue to develop and refine its class curriculum and educational materials, and will conduct ongoing training and evaluation of all ACCS instructors. ACCS will provide its "Checks & Balances" Class as the Seminar for Participants. The class is designed to remove many of the behavioral rationalizations surrounding the writing of bad checks, as well as focus on deficiencies in the areas of personal finance, communication, and stress management. Class sizes will average from 12 to 25 Participants. An ACCS "Checks and Balances" Personal Study Program may be utilized in lieu of a live class if Participant volume is not sufficient to hold a live class or for those Participants who are incapable of attending class due to a valid medical reason or if the Participant lives outside a reasonable distance from the class site.

(b) **Consulting Services.** ACCS will provide the District 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 District Attorney. ACCS will make its administrative personnel available to assist the District 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 District 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 District Attorney. More specifically, ACCS shall:

- (i) maintain thorough records to enable the generation of reports detailing the compliance and the disposition status on each 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 District Attorney with ACCS as a signatory,
- (iv) prepare monthly reports which shall provide a summary of all transactions and Diversion Program activity for the period, and
- (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 District Attorney to operate the Diversion Program.

**4. Responsibilities of the District Attorney.** The District Attorney shall establish the policies and procedures of the Diversion Program and instruct ACCS regarding the administrative requirements necessary for effective Diversion Program operation. The District 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 District Attorney's "Communications Liaison Officer."** The District 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 as set forth on Schedule 1 attached hereto and incorporated herein by reference.

**7. Funds and Disbursements.** Participants in the Diversion Program shall be instructed to remit payments to a post office box maintained by the District Attorney, after which monies shall be deposited in a District 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 District Attorney with the

cost of such presentation borne by ACCS. The District 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 (5) five 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 (5) five years.

**9. Termination.** Either party may terminate this Agreement for cause upon thirty (30) days prior written notice. Proper cause shall be any material breach of the contract that is not cured by the breaching party within thirty (30) 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 Diversion Program operation set forth on Schedule 1 attached hereto and incorporated by reference. The District Attorney may terminate this agreement for any reason the District Attorney deems appropriate, with or without cause, by providing thirty (30) days written notice. ACCS may terminate this Agreement without cause upon ninety (90) days written notice given to the County. In the event of a termination, the District Attorney shall give ACCS written "wind down" instructions. ACCS shall comply with the termination instructions in a manner that is consistent with recognized standards of prudent business practice. Compensation to both parties will continue throughout the process of closing operations.

**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 District Attorney, and the operations of the District Attorney. The District 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 refrain from using any proprietary or confidential information or materials unless such materials or information may become evidence in any criminal prosecution or civil action that affects San Bernardino County of the State of California. ACCS agrees upon termination of this agreement to provide the District Attorney copies of any and all documents that relate to active or pending matters.

**11. Bond.** ACCS shall maintain a Fidelity/Honesty Bond covering all ACCS employees throughout the contract term, along with any statutory required levels of worker's compensation insurance. The limits of the Fidelity/Honesty Bond shall not be less than \$10,000 per claim or occurrence for the remainder of 2004, with an admitted carrier in the State of California with an A.M. Best rating of A-VII or better; this limit will increase to not less than \$20,000 per claim beginning January 1, 2005.

**12. Hold Harmless and Insurance.**

**Indemnification** - ACCS agrees to indemnify, defend and hold harmless the County and its authorized officers, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising from ACCS' acts, errors or omissions and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.

**Insurance** – Without in any way affecting the indemnity herein provided and in addition thereto ACCS shall secure and maintain throughout the contract the following types of insurance with limits as shown:

**Workers' Compensation** – A program of workers' compensation insurance or a State-approved Self-Insurance program in an amount or form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of ACCS and all risks to such persons under this Agreement.

If ACCS has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

**Comprehensive General and Automobile Liability Insurance** – This coverage to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000.00).

**Errors and Omissions Liability Insurance** - Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate or

**Professional Liability** – Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.

**Additional Named Insured** - All policies, except for Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insureds with respect to liabilities arising out of the performance of services hereunder.

**Waiver of Subrogation Rights** – Except for the Errors and Omissions Liability and Professional Liability, ACCS shall require the carriers of the above required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors.

**Policies Primary and Non-Contributory** – All policies required above are to be primary and non-contributory with any insurance or self -insurance programs carried or administered by the County.

**Proof of Coverage** – ACCS shall immediately furnish certificates of insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and ACCS shall maintain such insurance from the time ACCS commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, ACCS shall furnish certified copies of the policies and all endorsements.

**Insurance Review** – The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk. Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. ACCS agrees to execute any such amendment within thirty (30) days of receipt.

**13. Status of ACCS Personnel.** ACCS employees are and shall remain the employees of ACCS, not the District Attorney. ACCS shall maintain all necessary licenses, permits, certificates, and approvals required by the laws of the United States, California, and all other appropriate governmental agencies. Evidence of such licenses, permits, and approvals shall be provided to the District 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 District 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 District 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 District Attorney.

**14. Conflict Of Interest.** ACCS shall make all reasonable efforts to ensure that no County officer or employee whose position in the County enables him/her to influence any award of this contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of this contract or shall have any relationship to ACCS or officer or employee of ACCS.

**15. Improper Consideration.** ACCS shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any item of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Agreement. The County, by written notice, may immediately terminate any Agreement if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once an Agreement has been awarded. ACCS shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from ACCS. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

**16. Inaccuracies Or Misrepresentations.** If in the course of the administration of this Agreement, the COUNTY determines that ACCS has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the COUNTY, the

Agreement may be immediately terminated. In the event of termination under this provision, the COUNTY is entitled to pursue any available legal remedies.

**17. Waiver of Jury Trial.** ACCS and County hereby waive their respective right to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either ACCS against County or County against ACCS on any matter whatsoever arising out of or in any way connected with this contract, the relationship of ACCS and County, or any claim of injury or damage, or the enforcement of any remedy under any law, statute or regulation, emergency or otherwise, now or hereafter in effect.

**18. Amendments.** All amendments to this contract, including its exhibits, shall be in writing and signed by authorized representatives of the parties.

**19. Venue.** The parties acknowledge that this contract was entered into in San Bernardino County, and that the jurisdiction and venue for any action or claim brought by any party to this contract will be San Bernardino County-Central District. All parties hereby waive any law or rule of court, which would allow them to request or demand a change of venue. If any action or claim concerning this contract is brought by any third party, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District of San Bernardino County.

**20. Applicable Law.** This contract shall be construed and interpreted in accordance with the laws of the State of California.

**21. Attorney' Fees and Costs.** In any legal action to enforce or declare any party's rights hereunder, each party, including the prevailing party, shall bear its own costs and attorneys' fees. This Section shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable under the indemnification requirement of this contract.

**22. Agreement Assignability.** The agreement is not assignable by ACCS either in whole or in part, without the prior written consent of the County.

**23. Employment of Former County Officials.** ACCS agrees to provide or has already provided information on former County of San Bernardino administrative officials, as defined below, who are employed by or represent ACCS. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of County. For purposes of this provision, "County Administrative Official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head or any employee in the Exempt Group, Management Unit or Safety Management Unit.

**24. Subcontracting.** None of the services covered by this contract may be subcontracted without the express consent of both parties. If one party determines there is a specific need for a subcontractor, that party may propose an amendment to this Agreement for mutual consideration and approval.

**25. 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

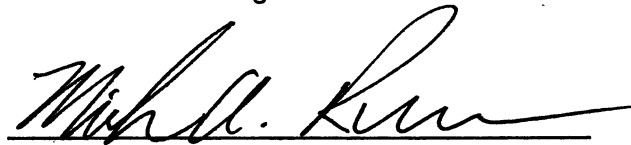
State of California and the United States of America shall govern all provisions contained within this Agreement.

**26. 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 Michael A. Ramos**  
**San Bernardino County District Attorney**  
316 North Mountain View Avenue  
San Bernardino, CA 92415

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



DISTRICT ATTORNEY SIGNATURE

10/8/04

DATE



ACCS PRESIDENT SIGNATURE

9/21/04

DATE



## SCHEDULE 1

- A. RESTITUTION:** The victim's total loss associated with the face value of all bad checks, plus a \$10.00 per check returned item fee authorized pursuant to California Penal Code Section 1001.65.
- B. ADMINISTRATIVE FEE:** Those fees authorized pursuant to California Penal Code Section 1001.65 in the amount of \$35.00 per check. These fees shall be utilized in offsetting program administrative expenses.
- C. SEMINAR FEE:** The Diversion Program shall require eligible Participants to pay a \$140 enrollment fee to enroll in the program. The Seminar fee includes attendance in the special eight (8) hour educational class or the completion of a Personal Study Program. The Diversion Program will allow a \$25 deduction from the enrollment fee for timely payment of full restitution and Program fees (payment postmarked within thirty (30) days from date of the first Diversion Program notice to the check writer).
- D. INCIDENTAL EXPENSES:**
- 1. RESCHEDULING FEE:** Participants who fail to appear at their scheduled class will be required to pay a \$25 rescheduling fee.
  - 2. 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 (5) 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.
- E. 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 administrative fee revenues. ACCS shall bear all costs related to its personnel, supplies and expenses.
- F. COMPENSATION:** The District Attorney shall receive 40% of the administrative fee revenues, ACCS shall receive the balance after direct program cost expenses of the District Attorney per Schedule 1E have been paid. ACCS shall also receive 100% of the revenues for Seminar, rescheduling and late payment fees.
- G. 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 20<sup>th</sup> day of each month for the prior month's receipts.
- H. 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 Course fee and secondly to the administrative (per check) fees, and lastly to assessment fees (if any). In cases where there are multiple victims, payments will be applied on a first-in first-out (FIFO) basis with respect to the crime report filing date.



## San Bernardino County District Attorney Bad Check Restitution Program Prosecution Review Criteria

As the District Attorney of San Bernardino County, California, vested with the authority to establish a bad check pre-trial diversion Program (Program) and as per the Financial Services Regulatory Relief Act of 2006 (Act) and the Administrative Support Services Agreement (Agreement) and applicable state and federal laws, I hereby authorize and direct the Program with this communication to follow certain criteria in the administration of the Program and in the determination of eligibility for the prosecution review process as outlined below.

### Definitions:

The misdemeanor statute of limitations is 1 year(s) from the date of alleged crime.

The felony statute of limitations is 3 year(s) from the date of alleged crime.

The dollar amount of a check that may be forwarded for prosecution review must be greater than \$ 1000.00.

Cases shall be forwarded for prosecution review up to 2 months prior to the statute of limitations expiring.

### Requirements for Prosecution Review are circled below:

1. Notice of the dishonored check provided by the victim to the check writer:

is ~~is not~~ required for prosecution review.

is ~~is not~~ required for checks written on a closed account.

When notification of the check writer is required, the following types of notification shall be acceptable:

- ☒ Written notice
- ☒ Certified notice
- ☒ Certified notice including return receipt
- ☒ Process server proof of receipt
- ☐ Other: \_\_\_\_\_

2. Identification of the check writer:

is ~~is not~~ required for prosecution review.

When identification of the check writer is required, the following means of identifying the check writer shall be acceptable:

- ☒ A government issued form of identification (e.g.; drivers license, state ID card, passport and or a membership card that was obtained by providing a government issued ID), verified at the time the check was accepted.
- ☐ Victim is able to identify the check writer from a photo line-up.
- ☒ Biometric technology.
- ☐ Other: \_\_\_\_\_

3. A witness to the alleged crime:

~~is~~ / ~~is not~~ required for prosecution review.

When a witness is required, the following shall be acceptable:

- ☒ The victim
- ☒ A store manager that can testify about check acceptance procedures
- ☒ Video surveillance, photographs.
- ☐ Other: \_\_\_\_\_

4. Checks written by check writers living out of state:

~~shall~~ / ~~shall not~~ be forwarded for prosecution review, if the check meets all other criteria.

5. A check dishonored due to a stop payment order:

~~shall~~ / ~~shall not~~ be forwarded for prosecution review, if the check meets all other criteria.

6. A check that has been partially paid to the program:

~~shall~~ / ~~shall not~~ be forwarded for prosecution review, if the check meets all other criteria.

7. Checks that are included in a bankruptcy petition:

~~shall~~ / ~~shall not~~ be forwarded for prosecution review, if the checks meet all other prosecution review criteria.

If all of the above prosecution review criteria are met,

8. Bank records:

~~shall~~ / ~~shall not~~ be requested by the Program as per state statute 7480b.

~~shall~~ / ~~shall not~~ include a request for a copy of the signature card on file for the account.

~~shall~~ / ~~shall not~~ be reviewed for relevant bank account activity.

9. If applicable, checks written on an account with over-draft protection:

~~shall~~ / ~~shall not~~ be forwarded for prosecution review, if the checks meet all other prosecution review criteria.

10. If applicable, checks written on a joint-account:

~~shall~~ / ~~shall not~~ be forwarded for prosecution review, if the checks meet all other prosecution review criteria.

My office ~~will~~ / ~~will not~~ recommend a defendant be required to attend class as part of a plea agreement.  
(Court ordered forms will be provided if office desires to make this a standard procedure)

In the event the check writer fails to comply with the Program, the case does not meet prosecution review criteria, or the victim is unable to provide all required documentation, the victim shall be notified the case is non-prosecutable via fax or email if they have requested such notification. Checks shall be returned to the victim upon request.

Cases that meet the above criteria and/or any case I identify for prosecution review shall be sent to the following:

Name: Bill Sellers Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_

30 days after the Program forwards a case for prosecution review, victims that would like to inquire as to the status of a case may contact the following individual for a status update. *(If different than contact listed above):*

Name: N/A Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_

I affirm and attest the above instructions are issued under my authority and direction as per the Agreement and in compliance with all applicable state and federal laws on this date 3-26, 2007

Mark A. Rosen  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title