



Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
Master Agreement

Order Date: 2015-12-10

CORRECT ORDER NUMBER
 MUST APPEAR ON ALL PACKAGES,
 INVOICES, AND SHIPPING PAPERS.
 QUESTIONS CONCERNING THIS
 ORDER SHOULD BE DIRECTED TO
 THE DEPARTMENT CONTACT.

Order Number: CMA 0212 0212 DEBT15B	Procurement Folder: 61005
Document Name: Change Order 2 - Renewal EOS CCA	Reason for Modification:
Document Description: Statewide Contract for Debt Collection	CO No. 2 - renew orginial contract
Procurement Type: Central Master Agreement	
Buyer Name: Sheila L Hannah	
Telephone: (304) 558-4317	
Email: sheila.l.hannah@wv.gov	
Shipping Method:	Effective Start Date: 2015-01-01
Free on Board:	Effective End Date: 2016-12-31

VENDOR	DEPARTMENT CONTACT
Vendor Customer Code: 000000100842 EOS CCA 700 LONGWATER DR NORWELL MA 99999 US Vendor Contact Phone: (888) 808-9885 Extension: Discount Percentage: 0.0000 Discount Days: 0	Requestor Name: Sheila L Hannah Requestor Phone: (304) 558-4317 Requestor Email: sheila.l.hannah@wv.gov

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

AGENCY COPY

Total Order Amount	Open End
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PURCHASING DIVISION AUTHORIZATION SIGNED BY: <i>Tara H. [Signature]</i> DATE: <i>12/10/15</i> ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM SIGNED BY: <i>Robert H. [Signature]</i> DATE: <i>12/15/15</i> ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION SIGNED BY: <i>Beverly Tolson</i> DATE: <i>DEC 10 2015</i> ELECTRONIC SIGNATURE ON FILE
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Extended Description:

Change Order No 2 - is issued to renew the original contract according to all terms, conditions, prices and specifications contained in the original contract including all authorized change orders.

Effective date of renewal 01/01/2016 through 12/31/2016

Renewals Remaining:2

All provisions of the original Contract and subsequent Change Orders not modified herein shall remain in full force and effect.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	84101704				\$0.000000
	Service From	Service To			
	2015-01-01	2015-12-31			

Commodity Line Description: Debt Collection - Colleges and Universities

Extended Description:

Colleges and Universities
Type of Account - Per Debt
% of Amount Collected - 6.80%
See attached Usage Schedule prior to issuing delivery order.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	84101704				\$0.000000
	Service From	Service To			
	2015-01-01	2015-12-31			

Commodity Line Description: Debt Collection - Workers' Compensation

Extended Description:

Workers' Compensation
Type of Account - Default Account
% of Amount Collected - 4.59%
See attached Usage Schedule prior to issuing delivery order.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	84101704				\$0.000000
	Service From	Service To			
	2015-01-01	2015-12-31			

Commodity Line Description: Debt Collection - WV Department of Tax and Revenue

Extended Description:

WV Department of Tax and Revenue
Type of Account - New Accounts
% of Amount Collected - 5.44%
See attached Usage Schedule prior to issuing delivery order.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	84101704				\$0.000000
	Service From	Service To			
	2015-01-01	2015-12-31			

Commodity Line Description: Debt Collection - WV Department of Tax and Revenue

Extended Description:

WV Department of Tax and Revenue
Type of Account - Levy Account
% of Amount Collected - 5.44%
See attached Usage Schedule prior to issuing delivery order.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
5	84101704				\$0.000000
	Service From	Service To			
	2015-01-01	2015-12-31			

Commodity Line Description: Debt Collection - Div. of Environmental Protection

Extended Description:

Div. of Environmental Protection
 Type of Account - Per Debt
 % of Amount Collected - 6.85%
 See attached Usage Schedule prior to issuing delivery order.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
6	84101704				\$0.000000
	Service From	Service To			
	2015-01-01	2015-12-31			

Commodity Line Description: Debt Collection - Other Spending Units

Extended Description:

Other Spending Units
 Type of Account - Per Debt
 % of Amount Collected - 6.85%
 See attached Usage Schedule prior to issuing delivery order.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
7	84101704				\$0.000000
	Service From	Service To			
	2015-01-01	2015-12-31			

Commodity Line Description: Debt Collection - Rate of Second Placement

Extended Description:

Rate of Second Placement
 Type of Account - Per Debt
 % of Amount Collected - 11.25%
 See attached Usage Schedule prior to issuing delivery order.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
8	84101704				\$0.000000
	Service From	Service To			
	2015-01-01	2015-12-31			

Commodity Line Description: Debt Collection - Rate of Second Placement - Colleges

Extended Description:

Rate of Second Placement
 Type of Account - Colleges
 % of Amount Collected - 11.25%
 See attached Usage Schedule prior to issuing delivery order.



EARL RAY TOMBLIN
GOVERNOR

STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON STREET, EAST
P.O. Box 50130
CHARLESTON, WEST VIRGINIA 25305-0130

JASON PIZATELLA
ACTING CABINET SECRETARY
DAVID TINCHER
DIRECTOR

November 02, 2015

Mr. Paul E. Leary, Jr., CEO
EOS CCA
700 Longwater Drive
Norwell, MA 02061

Subject: Contract# DEBT15B

Dear Mr. Leary,

The State of West Virginia is offering to renew subject contract under the same terms, conditions and pricing. The renewal dates are January 01, 2016 through December 31, 2016. If your company agrees to this renewal, please sign below and return the original to my attention as soon as possible.

Also attached is an Affidavit that is to be part of the purchase order and is required to be signed and dated.

Please call if you have any questions.

Very truly yours,

Sheila L. Hannah
Buyer

Attachment

We agree to renew the contract for the period as stated above under the same terms and conditions in the original purchase order and any change orders thereto.

Name/Signature

11-11-2015

Date

Paul E. Leary, Jr. – CEO
Title

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Collecto, Inc. d/b/a EOS CCA

Authorized Signature: *Paul E. Leary, Jr.* Date: 11-11-2015
Paul E. Leary, Jr. - CEO

State of Massachusetts

County of Plymouth, to-wit:

Taken, subscribed, and sworn to before me this 11th day of NOVEMBER, 2015.

My Commission expires September 9, 2022.

COMMONWEALTH OF MASSACHUSETTS
PAUL LEARY JR.

AFFIX SEAL HERE

personally appeared before me, the undersigned notary public, and proved to me his/her identity through satisfactory evidence, which were ID to be the person whose name is signed on the preceding or attached document in my presence on this 11 day of NOVEMBER 2015

NOTARY PUBLIC

Purchasing Affidavit (Revised 08/01/2015)

 MICHAEL DAVID BUTLER, Notary Public
My Commission Expires September 9, 2022