**JUDICIAL COUNCIL OF CALIFORNIA**
**STANDARD AMENDMENT COVERSHEET**

| MASTER AGREEMENT NUMBER | AMENDMENT NUMBER |
|---|---|
| **MA-2018-12** | **1** |
| | FEDERAL EMPLOYER ID NUMBER |
| | **04-3107278** |

1. All capitalized terms not defined in this amendment (the "Amendment") have the meanings given to them in the Master Agreement referenced above ("Agreement"). As set forth in the Agreement, the term "Contractor" refers to **Collecto Inc., dba EOS CCA** and the term "Judicial Council", "Establishing JBE" or "State" refers to the **Judicial Council of California**.

2. This Amendment becomes effective on **January 1, 2022.**

3. As of the effective date of this Amendment, the parties agree to amend the Master Agreement as follows:

   a) The parties agree to amend the Master Agreement as set forth in Attachment A to this Amendment.

4. Except as provided in this Amendment, all terms and conditions of the original Master Agreement, shall remain in full force and effect.

| JUDICIAL COUNCIL'S SIGNATURE | CONTRACTOR'S SIGNATURE |
|---|---|
| **Judicial Council of California** | CONTRACTOR'S NAME (*if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc.*)<br>**Collecto Inc., dba EOS CCA** |
| BY *(Authorized Signature)* DATE<br>Tracy Matthews 1/3/2022 | BY *(Authorized Signature)* DATE<br>Neal Stern 12/31/2021 |
| PRINTED NAME AND TITLE OF PERSON SIGNING<br>**Tracy Matthews**<br>**Contracts Supervisor** | PRINTED NAME AND TITLE OF PERSON SIGNING<br>**Neal Stern**<br>**Chief Operating Officer** |
| ADDRESS<br>**Attn: Branch Accounting and Procurement \| Administrative Division**<br>**2850 Gateway Oaks Drive, Suite 300**<br>**Sacramento, CA 95833-4348** | ADDRESS<br>**700 Longwater Drive**<br>**Norwell, MA 02061** |

# Attachment A:

- Appendix A

  a. 2.5.1

     1) Amend second sentence to read "An account payment history shall include the following for all cases referred with specific bail and/or fine, and civil assessment, and restitution order:"

     2) Amend clause iii. to read "The amount of civil assessment added (separate from **both** the bail and/or fine **and the restitution order if any**), the amount applied to the civil assessment, and any balance remaining."

     3) Insert clause v. to read **"The amount of restitution order referred (separate from both the bail and/or fine and the civil assessment if any), the amount applied to the restitution order, and any balance remaining."**

  b. 2.5.3 Amend third sentence to read "The daily payment transmittal report will also indicate how the current payment was distributed; e.g., amount applied to bail and/or fine, amount applied to civil assessment, **amount applied to restitution order**."

  c. 2.5.6 Add second sentence to read "**The summary report will provide subtotals for bail and/or fine, civil assessment, and restitution order, as well as the total collections summary."**

  d. 2.5.7 Amend second paragraph's first sentence to read "The daily adjustment report will include the following information, as applicable … 7) original civil assessment owed; ~~and~~ 8) the new civil assessment owed**; 9) original restitution order owed; and 10) the new restitution order owed**. The report will contain an adjustment reason code legend."

  e. 2.5.8 Add fourth sentence to read "**The account status report will provide subtotals for bail and/or fine, civil assessment, and restitution order, as well as the total collections summary."**

  f. 2.6 Amend clause b. iv. to read "Case balance**, including subtotals for bail and/or fine, civil assessment, and restitution order**."

  g. Revise Attachment 1 Report Samples to include separate reporting for restitution orders as needed.

- Appendix B

  For Section 2., amend this section by removing the third sentence and revising the fourth sentence as follows: "Fees. Contractor will accept all accounts for collection referred by a Participating Entity on a contingency fee basis. Compensation will be in accordance with Appendix B, Attachment 1, Fee Schedule, or as otherwise specified in the Participating Agreement. ~~For victim restitution, Contractor's fee will be limited to the 15% administration fee allowed by statute and if authorized by a resolution by a County Board of Supervisors.~~ For cases with a restitution order, Contractor will not be entitled to invoice a Participating Entity ~~for this fee~~ until the victim's restitution has been paid in full."