

AMENDMENT NO. 2 TO
PRICE AGREEMENT #XXXX-PA

This is Amendment No. 2 (this "Amendment") to that certain Price Agreement #5243 (the "Agreement") originally effective July 01, 2006, as amended from time to time, between the State of Oregon, acting by and through its Department of Administrative Services, State Procurement Office ("DAS"), and Account Control Technology ("Contractor") for the provision of collection services. This Amendment is effective as of the date that the Amendment has been fully executed by DAS and Contractor and all required State of Oregon approvals have been obtained.

1. The Agreement is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by strikethroughs):

Section I.8.g is modified by the following:

I.8.g. On receipt of an authorization from the Authorized Purchaser, Contractor may, but only in its own name as garnishor, issue or cause to be issued a writ of garnishment in accordance with ORS chapter 18, with respect to each account that is subject to the authorization. ~~Immediately upon the issuance of a writ of garnishment,~~ Contractor shall provide, or cause its attorney to provide, at the same time Contractor submits each Volume Sales Report required in Section G.5.b, an electronic file (in a format prescribed by DAS) containing pertinent information from true and correct copies of the writ of garnishment and the debt calculation. Such information shall include (but not be limited to) debtor name, case number, garnishee name, and total garnishment amount.

The electronic file shall be sent to:

1. the Authorized Purchaser that assigned the account to Contractor if requested by the Authorized Purchaser; and
2. the DAS SWARM Coordinator at the address stated in Section I.9.a at the end of each quarter as defined in G.5.a.1.

2. Except as expressly amended above, all other terms and conditions of the Agreement are still in full force and effect. Contractor certifies that the representations, certifications and warranties contained in the Agreement are true and correct as of the effective date of this Amendment No. 2 and with the same effect as though made at the time of this Amendment No. 2.

CONTRACTOR.

By: _____
Title _____
Date _____

STATE OF OREGON by and through its DEPARTMENT OF ADMINISTRATIVE SERVICES, STATE PROCUREMENT OFFICE.

By: _____

Title _____

Date _____

APPROVED FOR LEGAL SUFFICIENCY

By: Bill Nessley via email

Title Asst. Attorney General

Date 8/18/2008

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