**COURTCALL, LLC – TELEPHONE APPEARANCE Services**

**MA-2022-03**

**USER INSTRUCTIONS FOR MASTER AGREEMENT**

**(LEVERAGED PROCUREMENT)**

The User Instructions are provided for the Telephone Appearance Services Master Agreement with CourtCall, Inc. The Judicial Council issued a Request for Proposal seeking vendors that could provide Telephone Appearance Services to the judicial branch. Any judicial branch entity that wants to use the master agreement must enter into a Participating Agreement with the vendor. Please carefully review these User Instructions.

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|  **Judicial Council Staff Contact Information:** Chris BelloliJCC Project Manager(415) 865-7658 chris.belloli@jud.ca.gov ---------------------------------------------------------------------------**Master Agreement Administrator:**Marissa Smith (916) 263-7949marissa.smith @jud.ca.gov  |

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| **CourtCall Contact Information:**Bob AlvaradoCEO 888-882-6878, Ext 853rva@courtcall.comOR Edie LiuCOO888-882-6878, Ext 856eliu@courtcall.com |
| Services: Telephone Appearance ServicesAny court interested in using the master agreement should send an email or contact Bob Alvarado directly. |
| Entities eligible to procure under the Master Agreement: Any Court that enters into a Participation Agreement with the Contractor is a “Participating Court.” |
| Contract Number:MA-2022-03 |
| Contract Term • *Effective Date: 7/1/2022*• *Initial Term: 4 years* • *Final Term Expiration Date: 6/30/2026*• *Options to Extend: 0 option*  |
| Only the following entities are eligible to procure under the Master Agreement: Any Court that signs a Participation Agreement*.*The term of the Master Agreement is from July 1, 2022 - June 30, 2026, with no option terms.This is a non-exclusive agreement. Judicial Council may also enter into additional agreements with other contractors as it deems appropriate. For the Participation Agreement form please see Exhibit 5 of the Master Agreement. |
| **Update as of January 1, 2023.**CourtCall Master Agreement has been amended to reflect the changes to Sections 367.5 and 367.6 of the Code of Civil Procedure; and Sections 72010 and 72011 of the Government Code effective January 1, 2023. Please see Amendment to the Master Agreement on the Procurement Services website for details.  |

1. **Process**

Any Judicial Branch Entity (JBE) that orders goods and/or services under this Master Agreement must enter into a Participation Agreement with the Contractor (Exhibit 5 of the Master Agreement contains the Participation Agreement form).

1. Contractor will provide telephone appearances services to the Courts that elect to engage Contractor for such services.
2. Since the nature of the services may require installation of wiring or cabling, the work performed under this Agreement may be considered a “public works” project subject to the requirements set forth in California Labor Code sections 1770 et seq., which includes compliance monitoring and enforcement by the Department of Industrial Relations (Please see Exhibit 2 (Prevailing Wage and Related Labor Requirements Certification).
3. A Court that wants to engage Contractor for services for telephone appearances may do so by executing a Participation Agreement with the Contractor, which agreement will incorporate the terms and conditions of this Master Agreement and include any additional or specific terms and conditions. A Court that enters into a Participation Agreement with Contractor pursuant to this Master Agreement is hereafter referred to as a “Participating Court.” Any Court may, at its own election, become a Participating Court under this Master Agreement. No Contractor may refuse to enter into a Participation Agreement if a Court elects to enter into such an agreement.
4. Contractor will provide services in accordance with this Agreement to enable attorneys and self-represented litigants to participate in appearances using telephone appearance services at court conferences, hearings, and proceedings in civil cases under Code of Civil Procedure section 367.5, rule 3.670 of the California Rules of Court, and as otherwise provided by law.
5. This Agreement is non-exclusive. The Judicial Council may also enter into additional agreements with other contractors as it deems appropriate.
6. Notwithstanding any other provision of this Agreement, Courts may permit parties to participate in appearances using telephone appearance services without the requirement of using Contractor. Courts may also provide services for telephone appearances directly and charge fees as required by Government Code section 72010(c)(3) and rule 3.670.
7. Within 14 calendar days of executing this Participation Agreement, Contractor will meet with Court to design a mutually acceptable plan for how and when Contractor will provide the services described in the Master Agreement. Such plan will include, but is not limited to, the following:
8. which courtrooms and judge’s chambers will be equipped to enable telephone appearances;
9. schedule and list of all equipment to be provided and installed;
10. the content of all forms to be used by Contractor in the administration and coordination of telephonic appearances;
11. schedule of training for judicial officers and staff;
12. the content of all information and/or marketing materials to be made available to the public;
13. procedures for making Court’s calendar available to Contractor; and
14. procedures for delivering to each courtroom Contractor’s calendar information regarding the parties that intend to appear by telephone.
15. The Project Managers will be authorized to make day-to-day decisions related to the implementation of this Agreement that do not substantially limit rights or expand the responsibilities of the Parties.
16. **Participation Agreement**
17. If a California superior court (“Court”) executes a Participation Agreement under this Master Agreement (such Court also referred to as a Participating Court), Contractor shall perform its work for the Court in accordance with the terms of this Master Agreement and the Participation Agreement. This Master Agreement does not obligate any Court to enter into a Participation Agreement, nor does it guarantee that the Contractor will receive a specific volume of business. Contractor may not refuse to enter into a Participation Agreement if a Court elects to enter such an agreement.
18. A form Participation Agreement is attached as Attachment 1, although the form and substance of an actual Participation Agreement may vary from Court-to-Court. No term in a Participation Agreement shall be construed as effecting an increase in the duties of a Participating Court, a decrease in the duties of Contractor, or a change in the amount and distribution of fees provided for under this Master Agreement and applicable law. Without invalidating a Participation Agreement, any provision in a Participation Agreement that is inconsistent with this Master Agreement and applicable law shall have no force or effect. Each Participation Agreement is governed by, and hereby incorporates the provisions of, this Master Agreement.
19. Each Participating Court shall designate in that agreement a contact person for the Court (“Project Manager”). Contractor shall contact the Project Manager if Contractor has any questions or concerns about a Participation Agreement.
20. Promptly following the delivery of a Participation Agreement by a Court to Contractor, Contractor shall provide that Participating Court with an acknowledgement that memorializes the components of the work consistent with Exhibit 3 (Statement of Work), and includes contact information for Contractor.
21. Contractor shall maintain a toll-free number, available from at least 8:00 a.m. to 5:00 p.m. Pacific Coast Time, for ordering, inquiries and customer service.
22. **Description of Services**

Contractor agrees to provide Telephone Appearance services as set forth in the Master Agreement.

1. **Compensation Provisions**

In no event shall the Judicial Council of California (“Judicial Council” or “JCC”) or a Participating Court have any responsibility to pay for any work under this Master Agreement. Contractor’s sole compensation shall consist of fees lawfully collected from parties that make telephone appearances. For the purposes of this Master Agreement and the Participating Agreement, a “telephone appearance” or “telephonic appearance” is an appearance that can only be made using a telephone number.

See Exhibit 4, Fees, Pricing and Payment Terms for pricing details.

**5. Miscellaneous Information**

1. The court should review the entire contract and contact Marissa Smith if they have any questions. Marissa’s information is listed above.
2. Master agreement copy is available at <http://www.courts.ca.gov/procurementservices.htm>.
3. Please contact JCC Project Manager, Chris Belloli with specific questions regarding Telephone Appearance Services or if your court has issues or concerns that cannot be immediately resolved.
4. This Master Agreement does not have any option to extend. Courts will be notified when the master agreement is modified or amended. All amendments will be posted on the procurement website with the master agreement.