JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS

MASTER AGREEMENT COVERSHEET (rev 05-09)

AGREEMENT NUMBER.
MA301106
FEDERAL EMPLOYER ID NUMBER
95-4568415

1. In this agreement (the "Master Agreement"), the term "Contractor" refers to ***CourtCall, LLC*** and the term "AOC" refers to tl ***Judicial Council of California, Administrative Office of the Courts.*** .

2. This Master Agreement commences on **July 1, 2011**, and will stay in effect until June 30, 2013 or until it is terminated unde provisions set forth in Appendix C (Terms and Conditions), Paragraph 8 (Termination).

3. The title of this Agreement is: ***Master Agreement for Telephone Appearance Services***. The purpose of this Master Agreeme to set forth the terms and conditions that apply to the provision by Contractor of telephone appearance services to the 58 sup courts of California (collectively, "Courts" and individually, "Court"). Courts that wish Contractor to provide the telephone appearance services can enter into a Participation Agreement with Contractor, which will incorporate the terms and conditior the Master Agreement and include any additional or specific terms and conditions.

   The title listed above is for administrative reference only and does not define, limit, or construe the scope or intent of this Master Agreement.

4. This Master Agreement does not obligate the Courts to enter into a Participation Agreement with Contractor or guarantee tha Contractor will receive a specific volume of business.

5. The parties agree to the terms and conditions of this Master Agreement and acknowledge that this Master Agreement (made this coversheet, the following appendices and all attachments and any Participation Agreement executed by a Court under th Master Agreement) contain the parties' entire understanding relating to the subject matter hereof.

Appendix A – Statement of Work

Appendix B – Fees, Revenue Obligations, Payments, Late Remittance Penalties, and Reporting

Appendix C – General Terms and Conditions

Attachment 1 – Form of Participation Agreement Attachment 2 – Example of Reports

AOC'S SIGNATURE	CONTRACTOR'S SIGNATURE
Judicial Council of California, Administrative Office of the Courts	CONTRACTOR'S NAME (if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc., and where it is organized.) *CourtCall, LLC*
BY (Authorized Signature) ✍	BY (Authorized Signature) ✍
PRINTED NAME AND TITLE OF PERSON SIGNING ***Grant Walker*** ***Senior Manager, Business Services***	PRINTED NAME AND TITLE OF PERSON SIGNING *Robert Alvarado, CEO*
ADDRESS Attention: Grant Walker 455 Golden Gate Avenue San Francisco, CA 94102	ADDRESS Attention: Robert Alvarado, CEO 6383 Arizona Circle Los Angeles, CA 90045

APPENDIX A – STATEMENT OF WORK

1. BACKGROUND AND PURPOSE

Government Code section 72010 directs the Judicial Council of California to enter into one or more master agreements to provide for telephone appearances in civil cases under Code of Civil Procedure section 367.5 or as otherwise provided by law. Government Code section 72011 requires vendors under each master agreement to collect and deposit specified sums into the Trial Court Trust Fund established under Government Code section 68085.

This Master Agreement provides the terms and conditions under which Contractor may provide telephone appearances services to the Courts that elect to engage Contractor for such services. This Master Agreement also provides the process and procedure by which a Contractor will remit the sums referenced in Government Code section 72011. A Court that wants to engage Contractor for telephone court appearance services may do so by executing a Participation Agreement with Contractor, which agreement will incorporate the terms and conditions of this Master Agreement and include any additional or specific terms and conditions.

Contractor will provide equipment and administer services in accordance with this Master Agreement to enable attorneys and self-represented litigants to appear by telephone 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.

This Master Agreement is non-exclusive. The AOC may enter into such additional Master Agreements with other vendors as it deems appropriate. Notwithstanding any other provision of this Master Agreement, Courts may permit parties to appear by telephone without the requirement of using Contractor. Courts may also provide telephone appearance services directly and charge fees as authorized by Government Code section 72010(c)(3) and rule 3.670.

2. EQUIPMENT AND CONNECTIVITY

A. Within 30 days of executing a Participation Agreement with a Court ("a Participating Court") and throughout the term of the Participation Agreement, Contractor will, at no cost to the Participating Court, provide, install, connect, activate, support and maintain all equipment and means of connectivity necessary to enable parties to appear by telephone at hearings, conferences, and proceedings in a Participating Court (the "Equipment"). The Equipment in each courtroom or judicial officer's chambers where the Equipment is located will include, but is not limited to:

1) A dedicated phone line (analog or broadband where available) and phone "jack";

2) A full-duplex, bi-directional audio teleconference unit that has at minimum the following features:

a. At least two extended microphones with cords not less than twenty-five feet in length;

b. The ability to permit each person participating in the hearing, whether in person or by telephone, to hear all other persons;

c. The ability to handle at least three incoming calls at one time and place those calls in to a conference call in simple and quick manner;

d. The ability to allow multiple conference calls simultaneously;

e. The ability for a Participating Court to mute and un-mute any and all conference lines;

f. A silent (visible ringer);

g. Be simple to learn and use; and

3) Peripheral accessories (e.g., specialty length cables, etc.).

B. Contractor will install, connect, and activate the Equipment in each courtroom or judicial officer's chambers, as specified by the Participating Court, without damaging court premises.

C. The Participating Court will allow reasonable access during normal court operating hours, but without disrupting court proceedings, for Equipment installation, maintenance, repair and replacement.

D. The Participating Court may not alter or modify the Equipment provided by Contractor without Contractor's prior written consent.

E. The Equipment will remain the sole and exclusive property of Contractor; however, Contractor hereby grants a Participating Court an exclusive, nontransferable, royalty-free license to use the Equipment during the term of a Participation Agreement. The Contractor will remove the Equipment upon expiration or earlier termination of this Master Agreement or a Participation Agreement. If removing the Equipment may result in damages to court premises, Contractor must obtain a Participating Court's permission to remove the Equipment. If a Participating Court consents to the removal, Contractor will remove the Equipment and fully restore, at Contractor's cost, any damages to the Court's premises.

F. At no cost to a Participating Court, Contractor will provide necessary and appropriate training and instructional manuals for the Equipment to judicial officers and court staff.

G. Contractor will ensure the Equipment meets specifications required to satisfy California Rules of Court, Standards of Judicial Administration, standard 3.1 – Appearance by telephone.

H. At no cost to a Participating Court, Contractor will provide for each courtroom or chambers designated by a Participating Court as one where telephone appearances must be available the use of a reserved toll-free teleconference telephone number. The toll-free number will have a sufficient number of permanently reserved connections (ports) to ensure that an adequate number of ports are regularly available to handle the volume requirements of the Participating Court. Contractor is responsible for and will pay all costs associated with the toll-free telephone numbers and no telephone charges will be assessed against the Participating Court. The toll-free telephone numbers will remain the sole and exclusive property of Contractor and may not be used by the Participating Court after termination of its Participation Agreement.

I. Within three days of a Participating Court's request, Contractor will install, connect, and activate additional ports.

J. Contractor will repair or replace within one court day of notice from the Participating Court any defective Equipment and Equipment that through use or otherwise no longer meets applicable specifications.

K. Contractor licenses and installs its equipment at the Participating Court's premises at its own risk, and will insure the Equipment at its own expense and without contribution by the Participating Court.

3. ADMINISTRATION AND COORDINATION OF TELEPHONE APPEARANCES

A. Within 30 days of executing a Participation Agreement and throughout the term of the Participation Agreement, Contractor will provide, at no cost to the Participating Court, administration, coordination and all other necessary services to enable parties to appear by telephone in any courtroom or judge's chambers that a Participating Court may identify as one where telephone appearances must be made available. These services, which must be available Monday through Friday, except for court holidays, from at least 8:00 a.m. to 5:00 p.m. Pacific Coast Time, include but are not limited to the following:

1) Receiving and processing requests and payments from attorneys and other users desiring to make telephone appearances;

2) Providing confirmation and updates to attorneys and other users of their calendar status;

3) Preparing and distributing free of charge to attorneys and other telephone appearance users all forms, instructional aids, and other materials necessary and/or reasonably required by such parties to avail themselves of Contractor's telephonic appearance services;

4) Delivering calendars to participating courtrooms at least two court days before telephone appearances are scheduled in the participating courtroom;

5) Providing fully trained teleconference operators to assist with the telephone connections and provide other technical assistance during telephone appearances.

B. To the extent permitted by the availability of court resources, a Participating Court will make calendar and appearance information electronically available to Contractor for the purpose of assisting Contractor in scheduling appearances and promoting telephone appearance services. Contractor will not use this information for any other purposes and will not share the information with any other entity, subject only to Appendix C, 14 (Confidentiality).

C. Contractor will cooperate with the Participating Court to design procedures acceptable to the Participating Court for readily and easily delivering on a daily basis to each courtroom Contractor's calendar information regarding the parties that intend to appear by telephone. The procedures must describe how Contractor will timely notify the courtroom's staff of any late updates to the calendar. Contractor will confirm telephone appearances through an e-mail message to courtroom staff and will provide access to calendar information through the internet.

D. Contractor will have, and will provide to the Participating Court a copy of, written policies and procedures to ensure reservation of adequate port capacity, including a system of checks and balances to ensure that the correct number of ports has been reserved for each participating courtroom each day.

E. Contractor will provide and staff a toll-free "help line" to assist court personnel, attorneys, and other telephone appearance users who have questions regarding procedures for using telephone appearances. Contractor will have written policies and procedures covering the availability of the "help line." Days of operation for "help line" service must be Monday through Friday, and access hours, at a minimum, must be 8:00 a.m. to 5:00 p.m. Pacific Coast Time.

F. Within the context and time constraints of regularly scheduled hearings, Contractor will ensure full privacy for those matters designated by the Participating Court to not be heard in a public hearing. Contractor will design and implement a system that ensures that only those parties that are authorized by the Participating Court are included in confidential telephone conferences.

G. In accordance with Appendix B, Contractor will collect and distribute all payments from attorneys and other users for telephone appearances services, and Contractor will maintain all records, accounting, and other information pertaining thereto.

H. Contractor will prepare and submit in a timely manner all reports listed in and required by Appendix B.

4. TRAINING, INFORMATION AND MARKETING MATERIALS

A. At no cost to a Participating Court, Contractor will provide training and instructional manuals for judicial officers and court staff for the initial implementation of the telephone appearances and also for expanding the use of telephone appearances to additional courtrooms on an on-going basis as necessary or appropriate. At a minimum, such training will include use of the telephone appearance procedures and use of the speaker telephones.

B. At no cost to a Participating Court, Contractor will provide appropriate training and instructional manuals on an on-going and as-needed basis to attorneys and other users of telephone appearance services.

C. On an on-going basis Contractor will promote telephone appearance availability to potential customers. Such promotion may include, but is not limited to, producing or procuring, and disseminating printed advertising, direct contact materials, outdoor advertising, handouts, trade show participation, and speaking engagements at law firm or bar association functions. Promotional services must further the goal of increasing the awareness in the potential target marketplace of the availability and cost-effectiveness of telephone appearances. A Participating Court must approve all marketing efforts, including any promotional material that references that Participating Court, prior to Contractor implementing such efforts. A Participating Court may also publicly promote the services offered by Contractor, which may include publishing information in the Court's fee schedules, publishing notices in legal publications, posting notices, and noting availability of the services on the Participating Court's website.

END OF APPENDIX A

APPENDIX B – AMOUNT OF THE FEES, FY 2009-2010 REVENUE OBLIGATIONS, PAYMENTS, LATE REMITTANCE PENALTIES, AND REPORTING

1. Fees to be Charged by Contractor; Effect of Fees Waivers

A. Contractor shall charge each person appearing by telephone at a court conference, hearing, or proceedings through that Contractor the statewide, uniform fees prescribed in rule 3.670(j) of the California Rules of Court, effective July 1, 2011, except as provided under 1.B and 1.C below. The fees specified in rule 3.670(j) for appearing by telephone supersede any fees paid under any previously existing agreements between Contractor and any Court or under any previously existing procedures.

B. If a party has received a waiver of court fees and costs, Contractor shall not charge that party any of the fees provide for in rule 3.670(j), subject to the following:

1) Contractor that provides the telephone appearance service shall have a lien on any judgment, including a judgment for costs, that the party may receive, in the amount of the fee that the party would have paid for the telephone appearance; and

2) If Contractor later receives a fee or a portion of a fee for appearance by telephone that was previously waived, that fee shall be distributed consistent with section 72011 of the Government Code.

C. Contractor may charge and collect a fee for telephone appearance services in proceedings for child or family support under Title IV-D of the Social Security Act that are brought by or otherwise involve a local child support agency. The fee in such a proceeding shall be in an amount $20 less than the fee for a telephone appearance provided for in rule 3.670(j); the reason for the $20 difference is that no portion of the fee collected by Contractor in Title IV-D a proceeding shall be remitted to the State Treasury pursuant to 1.D. However, a request for a telephone appearance in a Title IV-D proceeding is eligible for a fee waiver, subject to a lien by Contractor on any judgment, including a judgment for costs, that the party may receive, in the amount of the fee that the party would have paid for the telephone appearance

D. For each fee that Contractor has received for providing telephone appearance services, except for a fee received in a Title IV-D proceeding, Contractor shall pay to the state twenty dollars ($20).The twenty-dollar amount shall be deducted only from each telephone appearance fee provided for under Code of Civil Procedure section 367.6(a)(1) and California Rules of Court, rule 3.670(j)(1), and not from each late request or cancellation fee provided for under Code of Civil Procedure section 367.6(a)(2)–(3) and California Rules of Court, rule 3.670(j)(2)–(3).

E. If a party making a telephonic appearance has received a waiver of fees under Government Code section 68511.3 and Contractor has not charged that party any fee for a telephone appearance as provided in Code of Civil Procedure section 367.6(b),

Contractor shall have a lien on any judgment, including a judgment of costs, in the amount of the fee that the party would have paid for the telephone appearance. If Contractor later receives the amount previously waived, for each appearance for which Contractor receives payment, except for any payment relating to a Title IV-D proceeding, Contractor shall transmit twenty dollars ($20) to the State Treasury in the manner prescribed in 3 below. If the charge has been waived in part, or the amount recovered by Contractor is not the full amount earned, the amount transmitted to the State Treasury shall be reduced proportionate to the amount of fees received divided by the amount of fees earned had there been no waiver.

F. The full amount of twenty dollars ($20) from each telephone appearance fee received by Contractor under 1.D above, or a reduced amount as allowed for in 1.E above, shall be transmitted to the State Treasury, with no deductions for merchant fees related to credit or debit cards or any other costs or expenses that may have been incurred by Contractor. Contractor shall remit the amounts owed under this section to the State Treasury using the required process described in 3 below.

2. FY 2009-2010 Revenue Obligation

A. In addition to the amounts to be transmitted under 1 above, Government Code section 72011(c) requires vendors under this agreement to transmit an amount equal to the total amount of telephone appearance revenue received by all courts from all vendors for providing telephone appearances services for the 2009–2010 fiscal year. As reported by vendors, the revenues received by all courts from all vendors in FY 2009–2010 was $943,840.00 (the FY 2009–2010 amount).

B. As provided in Government Code section 72011(d), each vendor's share of the FY 2009–2010 amount shall be apportioned by the Judicial Council among the vendors under this Master Agreement. The following method for apportioning the FY 2009–2010 amount of revenue applies to Contractors under this Master Agreement:

1) For the quarter of the fiscal year that commences on July 1, 2011 and for each quarter thereafter, all Contractors that are a party to this Master Agreement shall contribute from the telephone appearance fees that they collect a total amount equal to one a quarter of the FY 2009–2010 amount.

2) The share of each Contractor for the amounts due quarterly under 2.B(1) shall be based on that Contractor's proportionate share of the total revenue collected under 1.D and 1.E. of this Master Agreement during the previous quarter. After the end of each quarter and based on the quarterly reports described in 5 below, the AOC shall notify each Contractor of the amount of the total quarterly FY 2009–2010 amount that it is obligated to pay for that quarter. Within 15 days of receiving notice from the AOC of its apportioned amount, Contractor shall transmit that amount to the State Treasury for deposit in the Trial Court Trust Fund.

The method of apportionment in this paragraph is subject to the approval of the Judicial Council.

C. Contractor shall remit its apportioned amount under this section to the State Treasury using the required process described in 3 below.

3. Payments

Using the form provided by the State Controller's Office (CA 25; Report to State Controller of Remittance to Treasurer TC-31), the vendor number assigned by the AOC, and the applicable revenue code, Contractor shall transmit payments to the State Treasury for deposit in the Trial Court Trust Fund. Payments to the State Treasurer under B.1 shall be made by Contractor within fifteen days (15) after the end of each calendar quarter for fees collected in that quarter. Payments to the State Treasurer under B.2 shall be made by Contractor within fifteen (15) days of receiving notice from the AOC of its apportioned quarterly FY 2009–2010 amount owing in that quarter. Contractor shall send an original and duplicate of this form CA 25 with a check payable to:

State Treasurer
Cash Management Division
915 Capitol Mall, Room 319
Sacramento, CA 95814

4. Late Remittance Penalty

Contractor shall be liable for late charges at the rate equal to the lesser of one and a half percent (1.5%) per month or the highest rate legally permitted, calculated from the date remittance was due under 3 above until the date remittance is made, together with all expenses incurred in collection, including reasonable attorney's fees and expenses. If remittance is not timely made, the AOC or a Court shall notify Contractor that the remittance is overdue and must be paid within five (5) business days. Unless the amounts owing are paid in full by that date, late charges and all expenses incurred in collection, including reasonable attorney's fees and expenses, will start to accrue and be due and payable.

5. Reports

A. Contractor will provide the AOC with quarterly reports for each calendar quarter, delivered no later than 15 days after the end of each quarter, in an electronic spreadsheet (e.g., Excel), stating for the quarterly period the telephone appearance fees earned, waived, collected, remitted, and the number of fees earned and waived, the number of telephone appearance fees collected and remitted, the number of liens established, and the amount collected from previously waived fees pursuant to Section 367.6 of the Code of Civil Procedure. Title IV-D telephone appearances shall be reported separately from all other appearances. The quarterly reports will consist of the following items:

1) A summary, by court, of the total amount of fees earned, waived, collected, the total amount of the $20 telephone appearance fees collected and remitted to the state, the total state fees collected from waivers and judgments, the total number of fees earned, waived, total number of state fees collected and remitted, and total number of state fees collected from waivers and judgments, and number of liens established. Title IV-D telephone appearances shall be reported separately from all other appearances. [See Example of Report at Attachment 2.]

2) For each telephone appearance, at a minimum the following shall be provided: superior court, court facility name and/or location, name of the judicial officer, appearance date and time, case number, case name, amount of fee earned, fee waived, amount of fee collected, the state fee collected, state fee remitted, date state fee remitted, state fee collected from judgment, date fee collected from judgment, whether an appearance with no payment has a lien established against it, and state fee collected from waiver and state fee collected from judgment. Title IV-D telephone appearances shall be reported separately from all other appearances. [See Example of Report at Attachment 2.]

B. Contractor will provide the Administrative Office of the Courts quarterly reports for each calendar quarter, delivered no later than 15 days after the end of each calendar quarter, in electronic format, stating for the quarterly period the balance of state fees that have been collected but have not yet been remitted to the state. The quarterly reports will consist of the following items: For each telephone appearance, at minimum the following will be provided: superior court, court facility name and/or location, name of the judicial officer, appearance date and time, case number, case name, beginning balance of state fees not yet remitted to the state ("state fees outstanding"), state fees originated, date state remittance is due, date state fee remitted, amount of state fees remitted when due and late, and the ending balance of state fees outstanding. Title IV-D telephone appearances shall be reported separately from all other appearances. [See Example of Report at Attachment 2.]

C. Contractor will provide each Court with whom it enters into a Participation Agreement the same reports provided to the AOC as provided for in 5.A-B, but the information will be limited to that Court's information.

END OF APPENDIX B

APPENDIX C - GENERAL TERMS AND CONDITIONS

1. PARTICIPATION AGREEMENTS

A. If a Court executes a Participation Agreement under this Master Agreement, Contractor shall perform its work for the Court in accordance with the terms of this Master Agreement and the Participation Agreement.

B. 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.

C. 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.

D. 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 Appendix A, and includes contact information for Contractor.

E. 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.

2. SCOPE OF WORK; ACCEPTANCE; TIME OF ESSENCE

A. Scope of Work and Acceptance: Contractor shall perform and complete all work described in Appendix A–Statement of Work, in compliance with the requirements of this Master Agreement and to the satisfaction of the Participating Court that has executed a Participation Agreement. Each Participating Court shall have responsibility for the acceptance or rejection of Contractor's work at that Court. Each Participating Court has the absolute right to reject any work that does not meet the requirements of this Master Agreement, but a Court, in its sole discretion, may elect to accept work that substantially, but does not fully meet such requirements.

B. Time is of the essence in the performance of work under this Master Agreement.

3. NO PAYMENTS BY COURTS

In no event shall 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 making a telephone appearance.

4. DEPOSITORY BANK ACCOUNT

A separate depository bank account shall be established for the deposit of fees collected during the term of this Master Agreement. The depository bank account shall be used only for the deposit of California superior court telephone appearance fees. The depository bank account to be used solely for this agreement will be as follows:

Bank Name
Address
Bank Contact Name
Account Name
ABA Number
Account Number

Contractor shall not change or assign this depository bank account without the prior written consent of the AOC in the form of a written amendment signed by the AOC and Contractor.

5. AUDIT RIGHTS

Contractor agrees to maintain records relating to all work performed and fees collected by Contractor under this Master Agreement and any Participation Agreement for a period of five years after the work has been performed and the fees have been collected under this Master Agreement. During the period of time that Contractor is required to retain records, the AOC, any Court, and any other party entitled to audit the work performed and the fees collected under this Master Agreement may, at Contractor's principal place of business within California, during normal business hours, inspect and make extracts or copies of such records and other materials for purposes of confirming the accuracy of information relating to the work and fees.

6. CHANGES AND AMENDMENTS

This Master Agreement may not be amended without the mutual execution by the AOC and Contractor of an amendment to this Master Agreement. Requests for changes or amendments must be submitted in writing and must be accompanied by a narrative description of the proposed change and the reasons for the change. After the AOC reviews the request, a written decision will be provided to Contractor.

7. WAIVER; SEVERABILITY

A party's waiver of enforcement of any terms or conditions of this Master Agreement or of a Participation Agreement will be effective only if in writing. A party's specific waiver does not constitute a waiver by that party of any earlier, concurrent, or later breach or default. If any part of this Master Agreement or a Participation Agreement is held unenforceable, all other parts remain enforceable.

8. TERMINATION

A. The AOC may terminate this Master Agreement with or without cause by providing Contractor with thirty (30) days prior written notice. The AOC may terminate this Master Agreement for cause immediately if the Contractor breaches any term of this Master Agreement and such breach is not cured within ten (10) days of written notice, or is not capable of cure, as determined by the AOC in its sole discretion. All amounts from fees and all FY 2009–2010 revenue amounts owed by Contractor through the termination date of this Master Agreement shall be remitted to the State Treasury and reported in accordance with Appendix B.

B. A Participating Court may terminate a Participation Agreement for cause immediately if (1) any work is rejected as described in paragraph 2 of this Exhibit C, or (2) Contractor is otherwise in breach of the terms of the Participation Agreement with the Court or this Master Agreement and such breach is not cured within ten (10) days of written notice, or is not capable of cure, as determined by the Court in its sole discretion. A Court may terminate a Participation Agreement with or without cause by providing Contractor with 30 days prior written notice.

9. GENERAL INDEMNITY

Contractor shall indemnify, defend (with counsel satisfactory to the AOC) and hold the Courts and AOC, and their respective judicial officers, judges, subordinate judicial officers, members of the Judicial Council or any committee thereof, officers, agents, and employees, harmless from any and all losses, costs (including reasonable attorneys' fees), liabilities, damages, and deficiencies, including interest, penalties and settlement amounts entered into, in each case, with respect to any and all third party claims directly or indirectly caused by or resulting in whole or in part from Contractor's negligent acts or omissions or related to a breach by Contractor of this Master Agreement or any Participation Agreement.

10. INDEMNITY FOR CLAIMS ARISING FROM FAILURE OF INTERRUPTION OF SERVICES

Contractor shall indemnify, defend (with counsel satisfactory to the AOC), and hold harmless the Courts and AOC, and their respective judicial officers, judges, subordinate judicial officers, members of the Judicial Council or any committee thereof, officers, agents, and employees, from any claims arising from a failure or interruption of telephone services provided under this Master Agreement or any Participation Agreement.

11. INFRINGEMENT INDEMNITY

Contractor shall indemnify, defend (with counsel satisfactory to the AOC) and hold the Courts and the AOC, and their respective judicial officers, judges, subordinate judicial officers, members of the Judicial Council or any committee thereof, officers, agents, and employees, harmless from any and all losses, costs (including reasonable attorneys' fees), liabilities, damages, and deficiencies, including interest, penalties and settlement amounts entered into, in each case, with respect to any and all third party claims that arise, out of any claim of infringement, misappropriation or unauthorized use of any patent, trade secret, copyright, or trademark in connection with any work furnished or provided by Contractor under this Master Agreement or any Participation Agreement.

12. INSURANCE

A. General Insurance Requirements

Contractor shall obtain and maintain the minimum insurance set forth in paragraph B, below insurance companies that are rated A-VII or higher by A.M. Best's key rating guide and are approved to do business in the State of California. By requiring such minimum insurance, the AOC will not be deemed or construed to have assessed the risks applicable to Contractor. Contractor will assess its own risks, and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. For full coverage, each insurance policy shall be written on an "occurrence" form.

B. Minimum Scope and Limits of Coverage

Contractor shall maintain the following minimum coverage:

1) Workers' Compensation at statutory requirements of the state of residency.

2) Employers' Liability with minimum limits of $1,000,000 for each occurrence.

3) Commercial General Liability Insurance with minimum limits of $2,000,000 for each occurrence, and $2,000,000 aggregate. Coverage must include coverage arising out of premise, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured contract.

4) Business Automobile Liability Insurance with minimum limits of $2,000,000 for each accident, including owned and non-owned and hired automobile coverage, as applicable.

5) Excess or Umbrella Policies. Contractor may satisfy basic coverage limits through any combination of basic coverage and commercial excess or umbrella liability insurance.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions will not limit or apply to Contractor's liability to any member of the Courts and will be the sole responsibility of Contractor.

Contractor will declare to the AOC and, as applicable, the Courts all deductibles and self-insured retentions that exceed $100,000 per occurrence. Any increases in deductibles or self-insured retentions that exceed $100,000 are subject to approval by the AOC.

D. Endorsements; Additional Insureds; Terms and Conditions

The General Liability policy will contain, or be endorsed to contain, the following provisions:

1) Judicial Branch Entities, as defined in California Government Code section 900.3, and their respective judicial officers, judges, subordinate judicial officers, members of the Judicial Council or any committee thereof, officers, officials, employees, and agents are covered as additional insureds for liability arising out of activities performed by, or on behalf of, Contractor.

2) Contractor's insurance coverage is primary insurance with respect to Judicial Branch Entities and their respective judicial officers, judges, subordinate judicial officers, members of the Judicial Council or any committee thereof, officers, officials, employees, and agents. Any insurance or self-insurance maintained by a Judicial Branch Entity its officers, officials, employees or agents will not contribute with the insurance, or benefit Contractor in any way.

3) Contractor's insurance will apply separately to each insured against whom a claim is made or lawsuit is brought, except with respect to the limits of the insurer's liability.

4) Contractor will provide the AOC (and on request, any Court) with certificates of insurance satisfactory to the AOC, evidencing all required coverage before Contractor begins any work, and provide complete copies of each policy upon the AOC's request.

5) If at any time, the foregoing policies become unsatisfactory to the AOC, as to form or substance, or if a company issuing any such policy becomes unsatisfactory to the AOC, Contractor shall, upon written notice from the AOC, promptly obtain a new policy, and submit the same to the AOC, with the appropriate certificates and endorsements, for approval.

6) All of Contractor's policies must be endorsed to provide written notice to the AOC of cancellation in coverage within thirty (30) days, mailed to the AOC's Contract Officer at the address specified in 16.A below. Such notice will reference the Master Agreement number. Contractor shall provide AOC with thirty (30) days written notice of any non-renewal or reduction in coverage with respect to these policies.

E. Waiver of Subrogation

Contractor shall require its insurance carrier to waive any and all rights of subrogation against any additional insured under this Master Agreement. The waiver will be reflected on the Certificate of Insurance provided by Contractor. If Contractor fails to obtain the appropriate waivers of subrogation, additional insured status, or certificates of insurance from its insurance carrier, Contractor will indemnify the additional insured from all costs and liability caused by Contractor's breach.

13. CONTRACTOR WARRANTIES

Contractor represents and warrants that at all times during the term of this Master Agreement, and in the performance of work hereunder or under any Participation Agreement, the following statements will remain true:

A. Contractor has performed the work with promptness and diligence in a manner consistent with the professional standards used in well-managed operations providing product and services similar to the work and all applicable industry standards.

B. Contractor is either the owner of, or is authorized to use, the work for its own benefit and the benefit of every Court, and the work does not and will not infringe any patent, trademark, copyright, or other intellectual property right of a third party.

C. Contractor has observed and complied with all applicable federal, state, and local laws, rules, and regulations affecting work provided or performed under this Master Agreement or any Participation Agreement.

D. The work is compliant with Section 508 of the Rehabilitation Act of 1973, as amended.

E. Contractor and its subcontractors have not unlawfully discriminated against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital or domestic partner status, age (over 40), sex, or sexual orientation. Contractor has ensured that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and its subcontractors have not engaged in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor or its subcontractors interact in the performance of this Master Agreement or any Participation Agreement. Contractor and its subcontractors have taken all reasonable steps to prevent harassment from occurring.

F. Contractor has complied with applicable provisions of the Fair Employment and Housing Act, California Government Code section 12900 et seq., and the applicable regulations promulgated under California Code of Regulations, title 2, section 7285 et seq.

G. Contractor has complied with applicable provisions of the Americans with Disabilities Act ("ADA") of 1990 (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

H. No gratuities, in the form of entertainment, gifts, or otherwise, were offered by Contractor or any agent, director, or representative of Contractor, to any officer, official, agent, consultant, or employee of the AOC or of the Courts, with a view toward securing this Master Agreement or any Participation Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Master Agreement or any Participation Agreement.

14. CONFIDENTIALITY

Contractor shall hold in confidence all information the Participating Courts disclose to Contractor and all information to which Contractor gains access while providing work under this Master Agreement or any Participation Agreement. Contractor's obligation of confidentiality does not, however, apply to any information that Contractor can demonstrate is available to the public (other than through a breach of this Master Agreement). Contractor understands that a breach of its obligation of confidentiality may result in irreparable damage to the AOC or Participating Courts for which no adequate remedy is available and that the AOC or such Courts will be entitled to injunctive or other equitable relief.

15. STATUS AS INDEPENDENT CONTRACTOR AND SUBCONTRACTS

Contractor is an independent contractor and while performing work on or off the premises of the Participating Courts, neither it nor any of its agents or employees shall be considered agents or employees of such Courts. Contractor shall not subcontract or delegate its obligations under this Master Agreement without the prior written consent of the AOC in its sole discretion.

16. REQUESTS; COMMUNICATIONS; NOTICES

A. All requests, communications and notices concerning this Master Agreement must be made through the AOC Contract Officer. Notice to the AOC must be in writing and be delivered to the AOC Contract Officer at the following address by depositing in the U.S. Mail or commercial express mail, first-class and pre-paid with return receipt requested:

Grant Walker, AOC Contract Manager
Judicial Council of California
Administrative Office of the Courts
455 Golden Gate Avenue, 7th Floor
San Francisco, California 94102-3660

B. Notice to Contractor concerning this Master Agreement or any Participation Agreement must be in writing and be delivered to the following address by depositing in the U.S. Mail or commercial express mail, first-class and pre-paid with return receipt requested:

Robert V Alvarado, Jr
Mark S. Wagnick
Court Call
6383 Arizona Circle
Los Angeles, CA 90045

C. Notice concerning this Master Agreement or any Participation Agreement is effective on receipt; however, any correctly addressed written notice that is refused, unclaimed, or undeliverable because of an act or omission of the party notified will be deemed effective as of the first date that the notice was refused, unclaimed, or deemed undeliverable.

D. All requests, communications, and notices concerning a Participation Agreement between Contractor and a Participating Court must be made through the Project Manager for the Court.

17. ASSIGNMENT

Neither the AOC nor Contractor shall assign this Master Agreement, either in whole or in part, without the prior written consent of the other party in the form of a written amendment signed by the AOC and Contractor. If, however, the AOC is required by law, statute, or regulation to assign this Master Agreement to another government entity for administrative or other purposes, Contractor's consent is not required. This Master Agreement shall be binding upon and inure to the benefit of successors and assigns of the parties.

18. PUBLICITY AND INFORMATION

Following execution of this Master Agreement, Contractor shall not issue a press release concerning the parties' relationship under this Master Agreement or any Participation Agreement without the prior written consent of the AOC. Following the execution of this Master Agreement, Contractor may notify the superior courts that it is a party to this Master Agreement and may provide courts with information relevant to whether the courts may want to engage Contractor to provide telephone appearance services under this Master Agreement by executing a Participation Agreement with Contractor.

19. GOVERNING LAW

The formation, interpretation and performance of this Master Agreement and any Participation Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provision.

20. MASTER AGREEMENT CONSTRUCTION

Headings or captions to the provisions of this Master Agreement are solely for the convenience of the parties, are not part of the Master Agreement, and shall not be used to interpret or determine the validity of this Master Agreement. Any ambiguity in this Master Agreement or any Participation Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Master Agreement or the Participation Agreement.

21. SURVIVAL

The following terms in this Appendix C survive expiration or any earlier termination of this Master Agreement and any Participation Agreement: General Indemnity, Infringement Indemnity, Warranties, Confidentiality, Audit Rights, Assignment, and Governing Law.

END OF APPENDIX C

ATTACHMENT 1 – FORM OF PARTICIPATION AGREEMENT

PARTICIPATION AGREEMENT
TO
MASTER AGREEMENT NO. MA-_____ FOR TELEPHONIC APPEARANCES
BETWEEN
SUPERIOR COURT OF CALIFORNIA, COUNTY OF _____
AND
_____

This Participation Agreement ("Agreement") between the Superior Court of California, County of _____, an entity organized under Article VI of the California Constitution ("Court"), and _____ ("Contractor") (individually, a "Party"; collectively, the "Parties") is entered into as of _____.

BACKGROUND

1. Contractor and the Judicial Council of California, Administrative Office of the Courts, on behalf of the superior courts of the State of California, are parties to that Master Agreement No. MA-_____ ("Master Agreement") for telephone appearance services for the superior courts dated _____.

2. The Master Agreement sets forth the terms and conditions upon which Contractor will provide telephone appearance services to the superior courts should any such court desire to engage Contractor for such services;

3. Court wants to engage Contractor to provide telephone appearance services under the terms and conditions of the Master Agreement.

The Parties agree to the following:

AGREEMENT

1. Court engages Contractor to perform telephone appearance services under the terms and conditions set forth in the Master Agreement, except where specifically stated otherwise. Terms defined in the Master Agreement will have the same meaning when used here.

2. 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:

A. which courtrooms and judge's chambers will be equipped to enable telephone appearances;

B. schedule and list of all equipment to be provided and installed;

C. the content of all forms to be used by Contractor in the administration and coordination of telephonic appearances;

D. schedule of training for judicial officers and staff;

E. the content of all information and/or marketing materials to be made available to the public;

F. procedures for making Court's calendar available to Contractor; and

G. procedures for delivering to each courtroom Contractor's calendar information regarding the parties that intend to appear by telephone.

3. The respective Project Managers and their contact information are as follows:

Court Project Manager	Contractor Project Manager
Name:	Name:
Title:	Title:
Address:	Address:
Phone:	Phone:
E-mail:	E-mail:

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.

4. This Agreement will expire on June 30, 2013. This Agreement may be terminated by either the Court or the AOC under Section 8 (Termination) of Appendix C (Terms and Conditions) of the Master Agreement or upon termination of the Master Agreement.

5. No alteration or amendment to the terms of this Agreement will be valid unless it is made in writing and is signed by the Parties, and no oral understanding or agreement shall be binding on the Parties.

6. Contractor may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of the Court.

7. Each Party will cooperate with the other, and to execute and deliver, or cause to be executed and delivered, all such other instruments and documents, and to take all such other actions as may be reasonably requested of it from time to time to effectuate the provisions and purposes of the Master Agreement and this Agreement.

COURT
Superior Court of California,
County of _____

By:
Name:
Title:

CONTRACTOR

By:
Name:
Title: