**ATTACHMENT 2**

**GENERAL TERMS AND CONDITIONS**

1. **PARTICIPATION AGREEMENTS**
2. 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.

1. 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.
2. 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.
3. 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 \_\_ (Statement of Work) [*to be added; see RFP, sections 2.0 and 4.2*], and includes contact information for Contractor.
4. 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.
5. **SCOPE OF WORK; ACCEPTANCE; TIME OF ESSENCE**
6. Scope of Work and Acceptance: Contractor shall perform and complete all work described in Appendix \_\_ –Statement of Work [*to be added; see RFP, sections 2.0 and 4.2*], 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.
7. Time is of the essence in the performance of work under this Master Agreement.
8. **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.

1. **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 JCC in the form of a written amendment signed by the JCC and Contractor.

1. **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 JCC, 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.

1. **CHANGES AND AMENDMENTS**

This Master Agreement may not be amended without the mutual execution by the JCC 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 JCC reviews the request, a written decision will be provided to Contractor.

1. **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.

1. **TERMINATION**
2. The JCC may terminate this Master Agreement with or without cause by providing Contractor with thirty (30) days prior written notice. The JCC 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 JCC 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 \_\_ [*to be added; see RFP, section 3.0*].
3. A Participating Court may terminate a Participation Agreement for cause immediately if (1) any work is rejected as described in paragraph 2 of this Appendix \_\_\_ (Terms and Conditions) of the Master Agreement, 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.
4. **GENERAL INDEMNITY**

Contractor shall indemnify, defend (with counsel satisfactory to the JCC) and hold the Courts and JCC, 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 (i) a latent or patent defect in any equipment or goods; (ii) an act or omission of Contractor, its agents, employees, independent contractors, or subcontractors in the performance of this Master Agreement or any Participation Agreement; and (iii) a breach of a representation, warranty, or other provision of this Master Agreement or any Participation Agreement. This indemnity applies regardless of the theory of liability on which a claim is made or a loss occurs. This indemnity will survive the expiration or termination of this Master Agreement or any Participation Agreement, and acceptance of any Goods, Services, or Deliverables.

1. **INDEMNITY FOR CLAIMS ARISING FROM FAILURE OF INTERRUPTION OF SERVICES**

Contractor shall indemnify, defend (with counsel satisfactory to the JCC), and hold harmless the Courts and JCC, 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.

1. **INFRINGEMENT INDEMNITY**

Contractor shall indemnify, defend (with counsel satisfactory to the JCC) and hold the Courts and the JCC, 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.

1. **PROVISIONS APPLICABLE TO SERVICES**
	1. **Qualifications.** Contractor shall assign to this project only persons who have sufficient training, education, and experience to successfully perform Contractor’s duties. If a Court is dissatisfied with any of Contractor’s personnel, for any or no reason, Contractor shall replace them with qualified personnel with respect to such Court.
	2. **Turnover.** Contractor shall endeavor to minimize turnover of personnel Contractor has assigned to perform Services.
	3. **Background Checks.**  Contractor shall cooperate with the Court if the Court wishes to perform any background checks on Contractor’s personnel by obtaining, at no additional cost, all releases, waivers, and permissions the Court may require. Contractor shall not assign personnel who refuse to undergo a background check. Contractor shall provide prompt notice to the Court of (i) any person who refuses to undergo a background check, and (ii) the results of any background check requested by the Court and performed by Contractor. Contractor shall ensure that the following persons are not assigned to perform services for the Court: (a) any person refusing to undergo such background checks, and (b) any person whose background check results are unacceptable to Contractor or that, after disclosure to the Court, the Court advises are unacceptable to the Court.
2. **CONTRACTOR CERTIFICATION CLAUSES.** Contractor certifies to the Judicial Council and Courts that the following representations and warranties, which shall apply to this Agreement and any Participation Agreement, are true. Contractor shall cause its representations and warranties to remain true during the Term. Contractor shall promptly notify the Judicial Council and Participating Courts if any representation and warranty becomes untrue. Contractor represents and warrants as follows:
	1. **Authority.** Contractor has authority to enter into and perform its obligations under this Agreement and any Participation Agreement, and Contractor’s signatory has authority to bind Contractor to this Agreement and any Participation Agreement.
	2. **Not an Expatriate Corporation.** Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC 10286.1, and is eligible to contract with the Courts.
	3. **No Gratuities.** Contractor has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any Judicial Branch Personnel with a view toward securing this Agreement (or any Participation Agreement) or securing favorable treatment with respect to any determinations concerning the performance of this Agreement (or any Participation Agreement).
	4. **No Conflict of Interest.** Contractor has no interest that would constitute a conflict of interest under PCC sections 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with Courts or other judicial branch entities.
	5. **No Interference with Other Contracts.** To the best of Contractor’s knowledge, this Agreement and any Participation Agreement does not create a material conflict of interest or default under any of Contractor’s other contracts.
	6. **No Litigation.**No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or threatened that may adversely affect Contractor’s ability to perform its obligations.
	7. **Compliance with Laws Generally.** Contractor complies with all laws, rules, and regulations applicable to Contractor’s business and its obligations under this Agreement and any Participation Agreement.
	8. **Drug Free Workplace.** Contractor provides a drug free workplace as required by California Government Code sections 8355 through 8357.
	9. **No Harassment.** Contractor does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor may interact in the performance of this Agreement (and any Participation Agreement), and Contractor takes all reasonable steps to prevent harassment from occurring.
	10. **Noninfringement.** The Goods, Services, Deliverables, and Contractor’s performance under this Agreement (and any Participation Agreement) do not infringe, or constitute an infringement, misappropriation or violation of, any third party’s intellectual property right.
	11. **Nondiscrimination.** Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California’s Fair Employment and Housing Act (Government Code sections 12990 et seq.) and associated regulations (Code of Regulations, title 2, sections 7285 et seq.).Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor will notify in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor’s obligations of nondiscrimination.
	12. **National Labor Relations Board Orders.** No more than one, final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court requiring Contractor to comply with an order of the National Labor Relations Board. Contractor swears under penalty of perjury that this representation is true.
3. **INSURANCE**
4. **Basic Coverage.** Contractor shall provide to the Judicial Council and each Participating Court and maintain at the Contractor’s expense the following insurance during the Term:
	* 1. *Commercial General Liability.*The policy must be at least as broad as the Insurance Services Office (ISO) Commercial General Liability “occurrence” form, with coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured contract.The policy must provide limits of at least $1,000,000 per occurrence and annual aggregate.
		2. *Workers Compensation and Employer’s Liability.*The policy is required only if Contractor has employees. The policy must include workers’ compensation to meet minimum requirements of the California Labor Code, and it must provide coverage for employer’s liability bodily injury at minimum limits of $1,000,000 per accident or disease.
		3. *Automobile Liability.*This policy is required only if Contractor uses an automobile or other vehicle in the performance of this Agreement. The policy must cover bodily injury and property damage liability and be applicable to all vehicles used in Contractor’s performance of this Agreement whether owned, non-owned, leased, or hired. The policy must provide combined single limits of at least $1,000,000 per occurrence.
5. **Umbrella Policies.** Contractor may satisfy basic coverage limits through any combination of basic coverage and umbrella insurance.
6. **Aggregate Limits of Liability.** The basic coverage limits of liability may be subject to annual aggregate limits. If this is the case the annual aggregate limits of liability must be at least two (2) times the limits required for each policy, or the aggregate may equal the limits required but must apply separately to this Agreement.
7. **Deductibles and Self-Insured Retentions.** Contractor shall declare to the Judicial Council and each Participating Court all deductibles and self-insured retentions that exceed $100,000 per occurrence. Any increases in deductibles or self-insured retentions that exceed $100,000 per occurrence are subject to each Court’s approval. Deductibles and self-insured retentions do not limit Contractor’s liability.
8. **Additional Insured Endorsements.** Contractor’s commercial general liability policy, automobile liability policy, and, if applicable, umbrella policy must be endorsed to name the following as additional insureds with respect to liabilities arising out of the performance of this Agreement: the Participating Court, the State of California, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees).
9. **Certificates of Insurance.** Before Contractor begins performing Services, Contractor shall give the Judicial Council and Participating Court certificates of insurance attesting to the existence of coverage, and stating that the policies will not be canceled, terminated, or amended to reduce coverage without thirty (30) days’ prior written notice to the Participating Court.
10. **Qualifying Insurers.** For insurance to satisfy the requirements of this section, all required insurance must be issued by an insurer with an A.M. Best rating of A - or better that is approved to do business in the State of California.
11. **Required Policy Provisions.** Each policy must provide, as follows: (i) the policy is primary and noncontributory with any insurance or self-insurance maintained by Courts and Court personnel, and the basic coverage insurer waives any and all rights of subrogation against the Courts and Court Personnel; (ii) the insurance applies separately to each insured against whom a claim is made or a lawsuit is brought, to the limits of the insurer’s liability; and (iii) each insurer waives any right of recovery or subrogation it may have against the Participating Court, the Judicial Council of California, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees for loss or damage.
12. **Partnerships.** If Contractor is an association, partnership, or other joint business venture, the basic coverage may be provided by either (i) separate insurance policies issued for each individual entity, with each entity included as a named insured or as an additional insured; or (ii) joint insurance program with the association, partnership, or other joint business venture included as a named insured.
13. **Consequence of Lapse.** If required insurance lapses during the Term, the Courts are not required to process invoices after such lapse until Contractor provides evidence of reinstatement that is effective as of the lapse date.
14. **TAX DELINQUENCY.** Contractor must provide notice to the Courts immediately if Contractor has reason to believe it may be placed on either (i) the California Franchise Tax Board’s list of 500 largest state income tax delinquencies, or (ii) the California Board of Equalization’s list of 500 largest delinquent sales and use tax accounts. The Participating Court may terminate this Agreement immediately “for cause” (and each Court may terminate its Participation Agreement immediately “for cause”) if (i) Contractor fails to provide the notice required above, or (ii) Contractor is included on either list mentioned above.
15. **PROVISIONS APPLICABLE TO CERTAIN AGREEMENTS**. The provisions in this section are applicable to this Master Agreement and to any Participation Agreement, provided, however that if this Agreement or a Participation Agreement is not of the type described in the first sentence of a subsection, then that subsection does not apply to this Agreement or such Participation Agreement.
	1. **Union Activities Restrictions.** *If the Contract Amount is over $50,000, this section is applicable.* Contractor agrees that no Court funds received under this Agreement or any Participation Agreement will be used to assist, promote or deter union organizing during the Term. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no Court funds were used for those expenditures. Contractor will provide those records to the Attorney General upon request.
	2. **Domestic Partners, Spouses, Gender, and Gender Identity Discrimination.** *If the Contract Amount is $100,000 or more, this section is applicable.* Contractor is in compliance with, and throughout the Term will remain in compliance with: (i) PCC 10295.3, which places limitations on contracts with contractors who discriminate in the provision of benefits on the basis of marital or domestic partner status; and (ii) PCC 10295.35, which places limitations on contracts with contractors that discriminate in the provision of benefits on the basis of an employee’s or dependent’s actual or perceived gender identity.
	3. **Child Support Compliance Act.** *If the Contract Amount is $100,000 or more, this section is applicable.* Contractor recognizes the importance of child and family support obligations and fully complies with (and will continue to comply with during the Term) all applicable state and federal laws relating to child and family support enforcement, including disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq. Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
	4. **Priority Hiring.** *If the Contract Amount is over $200,000 and this Agreement is for services (other than Consulting Services), this section is applicable.*  Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with PCC 10353.
	5. **Iran Contracting Act.** *If the Contract Amount is $1,000,000 or more and Contractor did not provide to the Participating Court an Iran Contracting Act certification as part of the solicitation process, this section is applicable.*  Contractor certifies either (i) it is not on the current list of persons engaged in investment activities in Iran (“Iran List”) created by the California Department of General Services pursuant to PCC 2203(b), and is not a financial institution extending $20,000,000 or more in credit to another person, for forty-five (45) days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the Iran List, or (ii) it has received written permission from the Participating Court to enter into this Agreement (and written permission from each Court to enter into the applicable Participation Agreement) pursuant to PCC 2203(c).
	6. **DVBE Commitment.** This section is applicable if Contractor received a disabled veteran business enterprise (“DVBE”) incentive in connection with this Agreement. Contractor’s failure to meet the DVBE commitment set forth in its bid or proposal constitutes a breach of the Agreement. If Contractor used DVBE subcontractor(s) in connection with this Agreement (or a Participating Agreement): (i) Contractor must use the DVBE subcontractors identified in its bid or proposal, unless the Participating Court approves in writing replacement by another DVBE subcontractor in accordance with the terms of this Agreement; and (ii) Contractor must, within sixty (60) days of receiving final payment under each Participation Agreement, certify in a report to the applicable Court: (1) the total amount of money Contractor received under the Participation Agreement; (2) the name and address of each DVBE subcontractor to which Contractor subcontracted work in connection with the Participation Agreement; (3) the amount each DVBE subcontractor received from Contractor in connection with the Participation Agreement; and (4) that all payments under the Participation Agreement have been made to the applicable DVBE subcontractors. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation.
	7. **Small Business Preference Commitment.** This section is applicable if Contractor received a small business preference in connection with this Agreement. Contractor’s failure to meet the small business commitment set forth in its bid or proposal constitutes a breach of this Agreement (and any Participation Agreement). Contractor must within sixty (60) days of receiving final payment under this Agreement (and any Participation Agreement) report to the Judicial Council the actual percentage of small/micro business participation that was achieved. If Contractor is a nonprofit veteran service agency (“NVSA”), Contractor must employ veterans receiving services from the NVSA for not less than seventy-five percent (75%) of the person-hours of direct labor required for the production of goods and the provision of services performed pursuant to this Agreement (and any Participation Agreement).
16. **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 (“Confidential Information”). 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 JCC or Participating Courts for which no adequate remedy is available and that the JCC or such Courts will be entitled to injunctive or other equitable relief. Contractor will notify the affected Participating Court promptly upon learning of any unauthorized disclosure or use of Confidential Information and will cooperate fully with the Court to protect such Confidential Information.

1. **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 JCC in its sole discretion.

1. **REQUESTS; COMMUNICATIONS; NOTICES**
2. All requests, communications and notices concerning this Master Agreement must be made through the JCC Contract Officer. Notice to the JCC must be in writing and be delivered to the JCC 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:

Judicial Council of California

Attn: Procurement – Contracts Supervisor

2850 Gateway Oaks Drive, Suite 300

Sacramento, CA 95833-4348

1. 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:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Notice concerning this Master Agreement or any Participation Agreement is effective on receipt, three (3) days after depositing the mail as set forth above, or one (1) day after delivery to an overnight air courier service; 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.
2. 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.
3. **ASSIGNMENT**

Contractor may not assign this Master Agreement (including any Participation Agreement), either in whole or in part, without the prior written consent of the JCC. Consent may be withheld for any reason or no reason. The JCC may determine that any assignment or subcontract made in contravention of the foregoing shall be void and of no effect. This Master Agreement shall be binding upon and inure to the benefit of successors and assigns of the parties.

1. **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 JCC. 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.

1. **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.

1. **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.

1. **SURVIVAL**

The following terms herein 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.

**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, 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:
3. which courtrooms and judge’s chambers will be equipped to enable telephone appearances;
4. schedule and list of all equipment to be provided and installed;
5. the content of all forms to be used by Contractor in the administration and coordination of telephonic appearances;
6. schedule of training for judicial officers and staff;
7. the content of all information and/or marketing materials to be made available to the public;
8. procedures for making Court’s calendar available to Contractor; and
9. procedures for delivering to each courtroom Contractor’s calendar information regarding the parties that intend to appear by telephone.
10. 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.

1. This Agreement will expire on June 30, 2022. This Agreement may be terminated by either the Court or the JCC under Section 8 (Termination) of Appendix \_\_ (Terms and Conditions) of the Master Agreement or upon termination of the Master Agreement.
2. 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.
3. Contractor may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of the Court.
4. 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 CONTRACTOR**

Superior Court of California,

County of \_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_