**COURTCALL, LLC – TELEPHONE APPEARANCE Services**

**MA-2018-01**

**USER INSTRUCTIONS FOR MASTER AGREEMENT**

**(LEVERAGED PROCUREMENT)**

The User Instructions are provided for the Telephone Appearance Services Master Agreement with CourtCall, LLC. 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:  Jason Haas, Senior Budget Analyst/Project Manager  [Jason.Haas@jud.ca.gov](mailto:Jason.Haas@jud.ca.gov)  (916) 643-7061    Marissa Smith (for the Trial Courts)  Marissa.Smith @jud.ca.gov or  (916) 263-7949  JCC offices or appellate courts interested in using the master agreement should send an email or contact Bob Alvarado directly. | |
| *Name of the Contractor and contact person information:*  Bob Alvarado  CEO  888-882-6878, Ext 853  [rva@courtcall.com](mailto:rva@courtcall.com)  OR  Edie Liu  COO  888-882-6878, Ext 856  [eliu@courtcall.com](mailto:eliu@courtcall.com) |
| Services: Telephone Appearance Services |
| Entities eligible to procure under the Master Agreement:  *California superior or appellate court, the Judicial Council of California, and the Habeas Corpus Resource Center* |
| Contract Number:  MA-2018-01 |
| Contract Term  • *Effective Date: 7/1/2018*  • *Initial Term: 4 years*  • *Final Term Expiration Date: 6/30/2022*  • *Options to Extend: 0 option* |
| Only the following entities are eligible to procure under the Master Agreement: Any Court that signs a Participating Agreement*.*  The term of the Master Agreement is from July 1, 2018 through June 30, 2022.  This is a non-exclusive agreement. Judicial Council may also enter into additional agreements with other contractors as it deems appropriate. |

1. **Process (Appendix B contains the Statement of Work)**
2. Contractor will provide telephone appearances services to the Courts that elect to engage Contractor for such services.
3. 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 1720 et seq., which includes compliance monitoring and enforcement by the Department of Industrial Relations.
4. A Court that wants to engage a Contractor for telephone court appearance services may do so by executing a Participation Agreement with the Contractor.
5. Contractor will provide equipment and administer services in accordance with this 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.
6. This Agreement is non-exclusive. Judicial Council may also enter into additional agreements with other contractors as it deems appropriate.
7. Courts may permit parties to appear by telephone without the requirement of using Contractor, or any services that may be contracted for under this solicitation. Trial courts may also provide telephone appearance services directly and charge fees as authorized by Government Code section 72010(c)(3) and rule 3.670.
8. **Participation Agreement**
9. The provision for Participation Agreementis found on Appendix D. Each Participation Agreementis a separate, independent contract between the Contractor and the entity entering into the Participation Agreement, subject to the following:
10. Each Participation Agreement is governed by the Master Agreement, and the terms of the Master Agreement are incorporated into each Participation Agreement;
11. a Participation Agreementmay not alter or conflict with the terms of the Master Agreement, or exceed the scope of the goods/services provided for in the Master Agreement; and
12. the term of a Participation Agreementmay not extend beyond the expiration date of the Agreement.
13. Any court that orders goods and/or services under this Master Agreement must enter into a Participating Agreement and the Court must coordinate with the Contractor to schedule the telephone appearance services. Appendix B discusses the administration and coordination of telephone appearances.
14. Court engages Contractor to perform telephone appearance services under the terms and conditions set forth in the Master Agreement.
15. 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:
16. which courtrooms and judge’s chambers will be equipped to enable telephone appearances;
17. schedule and list of all equipment to be provided and installed;
18. the content of all forms to be used by Contractor in the administration and coordination of telephonic appearances;
19. schedule of training for judicial officers and staff;
20. the content of all information and/or marketing materials to be made available to the public;
21. procedures for making Court’s calendar available to Contractor; and
22. procedures for delivering to each courtroom Contractor’s calendar information regarding the parties that intend to appear by telephone.
23. 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.
24. **Description of Services**

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

1. **Compensation Provisions**

In no event shall a Participating Court have any responsibility to pay for any work under this Agreement. Contractor’s sole compensation shall consist of fees lawfully collected from parties that make telephone appearances.

For a complete list of Fees to be Charged by Contractor; Effect of Fee Waivers, see Appendix C.

**5. Miscellaneous Information**

1. Master agreement copy is available at <http://www.courts.ca.gov/procurementservices.htm>.
2. Please contact Marissa Smith if your court has issues or concerns that cannot be immediately or easily resolved.
3. Courts will be notified when the options to extend are elected and/or when the master agreement is modified or amended. All amendments will be posted on the procurement website with the master agreement.