

SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM: 3.25  
(ID # 25716)

**MEETING DATE:**

Tuesday, September 17, 2024

**FROM :** PROBATION

**SUBJECT:** PROBATION DEPARTMENT: Ratify and Approve Memorandum of Understanding with the Superior Court of California, County of Riverside, to accept funding allocated for the Pretrial Services Release Program pursuant to Senate Bill 129 effective July 1, 2024 until terminated, All Districts. [\$2,949,996; 100% Judicial Council of California]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify and Approve the Memorandum of Understanding (MOU) with the Superior Court of California, County of Riverside, to accept funding allocated for the Pretrial Services Release Program pursuant to Senate Bill 129, for a minimum amount equal to 70% of the total pretrial release ongoing funding allocated to the Court by the Judicial Council in each year for the term of this MOU, and Authorize the Chief Probation Officer to sign the MOU on behalf of the County; and,
2. Authorize the Chief Probation Officer, or designee, to execute future ministerial amendments to the MOU, subject to the availability of fiscal funding and as approved as to form by County Counsel.

**ACTION:**Policy

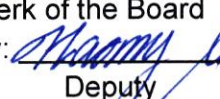
  
Christopher Wright, Chief Probation Officer 8/17/2024

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Perez, seconded by Supervisor Jeffries and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Washington, Perez and Gutierrez  
Nays: None  
Absent: Spiegel  
Date: September 17, 2024  
xc: Probation

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$2,949,996	\$2,949,996	\$0	\$2,949,996
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b> Judicial Council of California 100%			<b>Budget Adjustment:</b> No	
			For Fiscal Year: 24/25 - until terminated	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

On February 15, 2012, the Superior Court of California provided official written notice to the Riverside County Executive Office that effective July 1, 2012, it will no longer administer pretrial services on behalf of the County of Riverside. On July 31, 2012, the Board of Supervisors authorized the transfer of pretrial services from the Superior Court of California to the Riverside County Probation Department. The overall purpose of pretrial services is to determine whether defendants should be released on their own recognizance pending the outcome of a case. Pretrial services help to reduce incarceration costs and jail overcrowding while protecting public safety by providing risk assessment and community supervision.

Senate Bill (SB) 129 Budget Act of 2021 was approved by the California Governor on July 12, 2021. It directs the Judicial Council of California (JCC) to define requirements, consistent with the obligation to provide to the Legislature an annual report regarding pretrial services in California. The bill provides funding for the implementation, operation, ongoing court programs and practices, for safe, efficient, fair, and timely pretrial release. On July 26, 2022, Agenda Item #3.32, the Board of Supervisors approved an Agreement with Superior Court of California, County of Riverside, for the Pretrial Pilot Program to allocate funding through June 30, 2024.

The purpose of the funding is to provide courts with information and resources to support judicial officers in making pretrial release decisions, provide least restrictive release conditions to address public safety and return to court, appropriate monitoring practices, and provision of services for released individuals. The JCC is responsible for allocation of funding to the courts, which is determined to be 30% to Riverside County Superior Court, and 70% to the Pretrial Services Agency, which is Riverside County Probation (Probation). Total funding for FY 2024/2025 is \$4,214,281. Riverside County Superior Court will be allocated \$1,264,284.30 and Riverside County Probation will be allocated \$2,949,996.70.

Probation will use a pretrial risk assessment tool, as provided under SB 36 (Pretrial Release: Risk Assessment Tools – 2019), which must be validated. Validation information will be publicly available, and the JCC is required to maintain a list of agencies that have complied. The vendor, Equivant/Northpointe, has an existing contract with Probation to provide a pretrial risk assessment application, in compliance with SB 36/129.

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
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**Impact on Residents and Businesses**

The overall mission of the program is the investigation of individuals to determine release suitability in an effort to reduce incarceration costs and jail overcrowding while taking into account public safety by providing risk assessment and community monitoring.

ATTACHMENT      **MOU – Court County Probation – SB 129**

  
Rebecca S Cortez, Principal Management Analyst      8/29/2024

  
Aaron Gettis, Chief of Deputy County Counsel      8/27/2024

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147

**MEMORANDUM OF UNDERSTANDING  
PRETRIAL SERVICES RELEASE PROGRAM  
(SB-129)**

This Memorandum of Understanding (MOU) is entered into by and between the **Superior Court of California, County of Riverside** (hereinafter referred to as "COURT"), and the **County of Riverside through the Probation Department** (hereinafter referred to as "COUNTY"). This MOU sets forth each party's roles and responsibilities as they relate to the Pretrial Services Release Program (SB-129).

**WHEREAS**, COURT is to receive funding from the Judicial Council of California ("Judicial Council") for the Pretrial Services Release Program ("Program") under the terms and conditions of the IBA # 97341 between COURT and the Judicial Council (the "Contract"); and

**WHEREAS**, COURT desires to subcontract with COUNTY for Probation to provide certain services necessary to complete the Program objectives as set forth in the Contract; and

**WHEREAS**, the Judicial Council has consented to COURT'S subcontracting with the COUNTY for certain services necessary to complete the Program objectives as set forth in the Contract; and

**WHEREAS**, it is the intent of the parties that such services be in conformity with the Contract and all applicable federal, state and local laws; and

**WHEREAS**, the COURT has received funding to administer a Pretrial Services Release Program that will fund, implement, operate and evaluate pretrial decision-making in Riverside County. The COURT and COUNTY will operate under existing law and incorporate judicial officer release decisions prior to arraignment (or at arraignment if a hearing is required) that are informed by a risk assessment conducted by COUNTY; and

**WHEREAS**, pursuant to Senate Bill 129, the Budget Act of 2021, the goals of this Pretrial Services Release Program are to:

- i. Promote the safe and efficient pre-arraignment and pretrial release of individuals booked into jail by expanding own recognizance and monitored release;
- ii. Implement monitoring practices of those released pre-arraignment and pretrial with the least restrictive interventions and practices necessary to enhance public safety and return to court.
- iii. Expand the use and validation of pretrial risk assessment tools that make their factors, weights and studies publicly available; and,
- iv. Assess any disparate impact or bias that may result from the implementation of these programs in order to better understand and reduce biases based on race, ethnicity, and gender in pretrial release decision-making.



**NOW, THEREFORE, COURT and COUNTY mutually agree as follows:**

**1. MANNER OF PERFORMANCE OF WORK**

COUNTY shall complete all work specified as outlined in Exhibit B, Work to Be Performed and Exhibit C, Schedule of Deliverables and in accordance with this MOU.

COUNTY warrants to COURT, that funds provided to COUNTY under the MOU will only be used for new or expanded services and that no ongoing or completed programs of Probation will duplicate or overlap any Work under the Contract consistent with the requirements outlined in the Exhibit B, Work to Be Performed.

**2. THE COURT'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS**

- a. The COURT'S obligations under this MOU are subject to the availability of authorized funds. Upon Notice to COUNTY, the COURT may terminate the MOU or any part of the Work, if expected or actual funding to compensate the COURT is withdrawn, reduced, limited or reallocated.
- b. Funding for this MOU in a given appropriation year is conditional upon appropriation of sufficient funds to support the activities described in this MOU. Should such an appropriation not be approved, the parties will meet and confer in good faith regarding the viability of continuing a pretrial release program if expected or actual funding is withdrawn or limited in any way.

**3. TERM**

This MOU is effective July 1, 2024, and will remain in full force and effect until terminated. This MOU may be modified only by a written amendment signed by the Parties. This MOU may be terminated by the County or the Court, at any time, without cause, upon sixty (60) days prior written notice to the other party.

**4. COMPENSATION FOR SERVICES**

- a. **CONTRACTUAL AND REGULATORY COMPLIANCE**  
Funds allocated to the Program by the MOU shall be used for the purposes established by the Budget Act and by this MOU and shall not be used for any other purpose.
- b. **CONTRACT AMOUNT**  
The amount the COURT will pay COUNTY under this MOU for performing the Work, set forth in Exhibit B, Work to Be Performed, is a minimum equal to 70% of the total pretrial release ongoing funding allocated to the COURT by the Judicial Council in each year for the term of this MOU. Additional amounts paid to the COUNTY above the minimum amount agreed to herein up to a maximum of 100% of the amount allocated by the Judicial Council will require an additional formal written agreement between the COURT and the COUNTY.

The budget detail and method of payment associated with this MOU are outlined in Exhibit A, Payment Provisions and incorporated by reference. COURT will pay COUNTY in accordance with Exhibit A, Payment Provisions. Upon reasonable notice, County will provide Court access to all records and documents relating to performance and billing under this MOU.

**5. REPORTING**

The COURT and COUNTY agree to cooperate in efforts to obtain data from justice system partners to fulfill the data requirements of the MOU, SB 129 and/or the Judicial Council.

**6. SUSPEND WORK**

The COURT may, at any time, issue a Suspend Work Order to require COUNTY to stop all, or any part, of the Work of this MOU, for a period up to ninety (90) days, or for any further period as agreed upon by Judicial Council and the COURT, after the Suspend Work Order is delivered to the COURT by the Judicial Council. If the Suspend Work Order issued under this provision is canceled or the period of the Suspend Work Order or any extension thereof expires, COUNTY shall resume Work.

**7. NO SUPPLANTATION**

COUNTY certifies in good faith that, by signing this MOU, no supplantation of nonfederal, state or county funds will occur with funds. Funds provided pursuant to this MOU may only be used for services noted in Exhibit B, Work to Be Performed.

**8. LOBBYING**

Amounts disbursed by COURT to COUNTY shall not be used, indirectly or directly, to influence federal, state, or local agencies, or to influence the passage or defeat of any legislation by federal, state or local legislative bodies.

**9. POLITICAL ACTIVITIES**

COUNTY shall not contribute or make available funds disbursed under the MOU to any political party or association, or the campaign of any candidate for public or party office. COUNTY shall not use funds awarded to COUNTY in advocating or opposing any ballot measure, initiative, or referendum. Finally, COUNTY and employees of COUNTY shall not identify the COURT with any partisan or nonpartisan political activity associated with the political party or association or campaign or any candidate for public or party office.

**10. CONFIDENTIALITY**

All financial, statistical, personnel, technical, and other confidential information, including data and data analyses, relating to the JUDICIAL COUNCIL'S or COURT's operations that are designated confidential or which a reasonable person would deem to be confidential shall be protected by the other party from unauthorized use and disclosure, except that either party may disclose Confidential Information as required by law or court order, and the COURT may disclose Data, Data Analyses and Deliverables as required or permitted by law to perform official duties and its obligation under this MOU.

**11. LIMITATION OF PUBLICATION**

COUNTY is prohibited from publishing or broadcasting any article, press release, advertisement, or other writing that references the "Judicial Council" or "Judicial Council of California", unless previously approved in writing by the Judicial Council's Principal Manager, Procurement and Public Affairs Officer. Notwithstanding the above, internal communications or writings within or between the COURT and COUNTY making reference to the above terms in quotations shall not require approval by the Judicial Council's Principal Manager, Procurement and Public Affairs Officer.

**12. DATA ANALYSES**

The Judicial Council retains and owns all rights (including copyrights), title, and interest in and to any Data Analysis produced by the Judicial Council or its contractors. For any Data Analysis produced by COUNTY; COUNTY grants the Judicial Council a perpetual, irrevocable, royalty-free license to use, reproduce, display, distribute and modify the Data Analysis and to sublicense such rights to other entities, in each case for California judicial branch business and operations.

**13. INSURANCE REQUIREMENTS**

- a. The COUNTY shall maintain and show proof of adequate insurance coverage before beginning work of this MOU.
- b. The COUNTY'S insurance policies must be endorsed to include the COURT as an additional insured. The COURT must receive certificates of insurance from the COUNTY, or verify coverage is current and on file with the COURT, prior to the beginning of any work.
- c. The COUNTY shall maintain insurance coverage that is appropriate to their business operations and the nature of the work, goods, or services provided to the COURT. Examples of the types of insurance coverage generally maintained could include, but are not limited to the following:
  - i. Workers Compensation.
  - ii. Employer's Liability.
  - iii. Commercial General Liability or Evidence of Self-Insurance.
  - iv. Automobile Liability – Owned, non-owned, and hired vehicles, including bodily injury and property damage.

#### **14. GOVERNING LAW**

This MOU shall be subject to and construed in accordance with the laws of the State of California.

#### **15. SEVERABILITY**

If any terms or provision of this MOU is found to be illegal or unenforceable, this MOU shall remain in full force and effect and that term or provision shall be deemed stricken.

#### **16. SIGNATURE AUTHORITY**

The parties signing this MOU certify that they have proper authorization to do so. Each party's representative who signs this MOU has the authority to bind such party to this MOU.

#### **17. INDEPENDENT CONTRACTOR**

The COUNTY, as well as its agents, associates and employees, are and shall be considered to be independent contractors, independent of the COURT. Nothing in this MOU is intended to, or shall be construed to, create an employer-employee relationship, a joint venture relationship, or an agency relationship, or to allow the COURT to exercise direction or control over the professional manner in which the COUNTY performs the services which are the subject matter of this MOU. However, the services provided by the COUNTY shall be provided in a manner consistent with the standards governing such services and the provisions of this MOU.

In performing services under this MOU, the COUNTY, its agents, associates and employees shall not be entitled to any of the benefits or rights accruing to a COURT officer or employee.

As between the COUNTY and the COURT, all parties exclusively assume the responsibility for their own acts and the acts of their agents, associates and employees as they relate to the services to be provided during the course and scope of this sub-contract.

#### **18. INDEMNITY**

The COURT and the COUNTY, agree that each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents harmless from any and all claims, expenses or costs, product infringement, copyright or trade secrets, damage to or destruction of tangible property, damages or liabilities imposed

for injury (as defined in Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this MOU. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties thereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this MOU.

**19. NOTICES**

Any notice to be given under this MOU shall be in writing and shall be served either by personal delivery or by first class mail; postage prepaid, and shall be deemed delivered when it is so mailed to County/Court and addressed as follows:

COUNTY: Probation Department  
Christopher H. Wright, Chief Probation Officer  
3960 Orange St., Suite 600  
Riverside, CA 92501

COURT: Superior Court of California, County of Riverside  
Jason B. Galkin, Court Executive Officer  
4050 Main Street  
Riverside, CA 92501

**20. AMENDMENTS**

This MOU may be modified or amended only by a written amendment to the MOU hereafter entered into between the parties and signed and dated by both.

**21. ENTIRE MOU**

Headings or captions to the provisions of this MOU are solely for the convenience of the parties, are not part of this MOU, and will not be used to interpret or determine the validity of this MOU. This MOU was negotiated between the parties, and neither party "prepared" this MOU for purposes of California Civil Code §1654. Any ambiguity will not be construed against the drafter, but rather the terms and provisions will be given a reasonable interpretation. This MOU constitutes the entire and final understanding of the parties regarding this matter and supersedes and terminates any and all prior or contemporaneous negotiations, representations, understandings, discussions, offers, proposals, or MOUs between the parties, whether written or oral, express or implied, relating in any way to this matter.



IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this MOU.

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Jason B. Galkin, Court Executive Officer

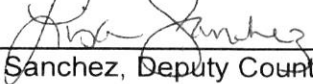
Date: \_\_\_\_\_

RIVERSIDE COUNTY PROBATION  
DEPARTMENT

By: \_\_\_\_\_  
Christopher H. Wright, Chief Probation Officer

Approved as to Form  
Minh C. Tran  
County Counsel

Date: 8/23/2024

By:   
Lisa Sanchez, Deputy County Counsel

**EXHIBIT A  
PAYMENT PROVISIONS**

This Exhibit describes the COURT's payments to COUNTY for services provided under this MOU.

1. FEE SCHEDULE

- a. For services performed under this MOU, COURT will pay COUNTY actual costs for the service(s) below not to exceed the contract amounts identified in Section 4, "COMPENSATION FOR SERVICES", unless agreed to in writing by COURT and COUNTY.

<b>Service</b>	<b>Service Description</b>
Probation Staffing	Probation Division Director Executive Assistant Supervising Probation Officer Senior Probation Officer Probation Specialist Probation Assistant Office Assistant III Deputy Probation Officer
Operating Expenses/Equipment	Training Travel County IT Office furniture Computer equipment Software licenses Cellphone & telephone line service Vehicles Rent and utilities for field offices Other county support services
Supplies	Office Supplies Drug Testing Kits Cellphones for clients Bus passes for clients Other client related expenses (personal hygiene kits)
IT/Database/Monitoring Equipment	Northpointe - Pretrial client management software Electronic Monitoring Devices

2. PAYMENT

The COURT shall compensate COUNTY, for services as provided, upon receipt of invoices, timesheets and payroll summaries as required by the Judicial Council of California. COUNTY shall provide invoices on a calendar quarterly basis with all supporting documentation necessary to process payment. The quarterly invoices must be received by the COURT no later than the 20<sup>th</sup> day of the following the end of each quarter. The COURT shall make payment within 30 days of approved invoice.

3. OTHER EXPENSES

The COURT will not consider reimbursement for costs not defined as allowable in this MOU, including but not limited to any administrative, operating, travel, meals, and lodging expenses, except where the travel and training is required by the funding as outlined in Exhibit B, Section 4, incurred during the performance of this MOU, and ineligible uses of award funds, as further set forth in Exhibit B.

**END OF EXHIBIT**

**EXHIBIT B**  
**WORK TO BE PERFORMED**

1. PROGRAM REQUIREMENTS

- a. The COURT, in partnership with COUNTY, is responsible for ensuring that the following Pretrial Services Release Program ("Program) requirements are met once full operational status is achieved:
  - i. A pretrial risk assessment shall be conducted on all persons booked into and detained in actual jail custody and who are not otherwise released under existing release policies.
  - ii. Assessment and release decision shall be completed prior to arraignment for those who are eligible for release without a hearing.
  - iii. Assessment information shall be provided to the COURT prior to arraignment for those whom a hearing is required.
  - iv. Persons deemed ineligible for release on bail under Article 1 of the California Constitution shall not be assessed.
  - v. Each arrested person who is eligible for release on bail under current law shall be entitled at any time to post bail as specified in the county bail schedule or for the amount set on an arrest warrant, or as otherwise set by the COURT whether or not a risk assessment has been completed.
  - vi. Monitoring of those released pre-arraignment and pretrial shall be implemented with the least restrictive interventions and practices necessary to enhance public safety and return to court.
  - vii. The Program shall be implemented by the COURT, in partnership with the COUNTY, on a countywide basis.
  
- b. The COURT is responsible for ensuring that the following Program requirements are met:
  - i. Collection of Data
  - ii. Submission of Reports

2. GENERAL APPROVED USE OF AWARD FUNDS

- a. The COURT is responsible for the use of Program Funds, such as in Section 4 (Compensation for Services) for the Pretrial Services Release Program. Acceptable uses of Program Funds by COUNTY include the following:
  - i. Salary and benefits for Probation employees necessary to meet the operational requirements;
  - ii. Technology costs to facilitate information exchanges and process automation between justice system partners. These costs may include software implementation and licensing; professional services for development, integration, data collection and cleaning, and other related professional services; necessary hardware including tablets, computers, servers, etc.
  - iii. Court date reminder systems;
  - iv. Registration fees for trainings and conferences, with proof of attendance, that are directly related to the Program;
  - v. Equipment, defined as non-expendable items costing \$5,000 or above. Such items shall be clearly related to the Program objectives and directly contribute to Program activities;
  - vi. Purchase, production, or reproduction of educational and training materials;
  - vii. Costs of pretrial release support services given to program participants. Support may only be provided for transportation (bus, gas and other transportation passes) and emergency food support. Funds shall not be



distributed as cash. COUNTY shall maintain and provide to the COURT both proof of purchase and proof of distribution to program participants. Anyone other than a program participant is prohibited from receiving support services;

- viii. Costs associated with collecting, maintaining and reporting required data, including computers, staffing and other costs; and
- ix. Any other expenses directly related to the Program not listed herein, as properly budgeted and approved by the COURT;
- x. COUNTY may subcontract for Services, including but not limited to, electronic monitoring and ongoing supervision, assessments, job and educational training, residential or outpatient treatment for mental health or substance abuse/dependence, health screening, transitional/temporary housing, participant travel costs associated with treatment and court appearances, and drug testing, alcohol monitoring, and related supplies.

### 3. INELIGIBLE USES OF AWARD FUNDS

- a. Ineligible use of award funds, except in situations where prior written approval has been obtained from the Judicial Council Program Manager, include but are not limited to:
  - i. No financial costs may be imposed on released persons for any required conditions or services of pretrial release monitoring;
  - ii. Duplication of services that are already being provided by a justice system partner;
  - iii. Food and/or drink of any kind including bottled water and related purified water dispensers, provided to COUNTY officials, staff and/or service providers during business meetings, trainings and any other occasion;
  - iv. Gift cards, field trip passes, movie tickets, or other incentives;
  - v. Membership dues;
  - vi. Penalties, fines, late fees, licenses, interest, damages, and/or settlements resulting from violations or noncompliance by program participants;
  - vii. Costs for fundraising, scholarships, tuition, stipend, contributions and donations, or non-incentive-related gifts;
  - viii. Entertainment costs such as show tickets, sporting events, and/or any other events; and
  - ix. Participant living expenses including food, utility bills, vehicle expenses, parking, medical insurance premiums, etc.

### 4. PROGRAM TRAINING

Any training offered relating to the risk assessment tool application guidelines shall be scheduled by the parties for their teams and staff requiring it for implementation.

### 5. QUARTERLY REPORTS

COUNTY shall submit quarterly report data, in a timely manner, as outlined in Exhibit C, Schedule of Deliverables.

### 6. REPORTING AND TRACKING

*Data Collection Plan:* Data Extracts may be required in the future as designated by Judicial Council of California. If this occurs, the COURT and COUNTY will amend the MOU to include the requirements and timeline for delivering the data. Data collection requirements are subject to change by the Judicial Council or the COURT. The COURT commits to communicating any such changes to COUNTY in a timely manner.

### 7. DATA STORAGE

The COURT shall store all Data from COUNTY on a secure server and shall implement and maintain appropriate administrative, physical, technical, and procedural safeguards against the destruction, loss, misuse, unauthorized disclosure or access, or alteration of Data.

8. DATA ACCESS AND USE

- a. The Judicial Council shall access and use Data submitted by the COURT and COUNTY to fulfill the goals of the Program, including but not limited to reports to the Legislature, the Department of Finance, and the Joint Legislative Budget Committee, and to otherwise comply with law or perform its obligations under this MOU and its official duties, as permitted by law
- b. In the event that this MOU terminates, the Judicial Council shall be permitted, in accordance with law, to access, use, and disclose Data previously submitted by the COURT and COUNTY.
- c. Upon discovery or reasonable belief of any data breach, County/Court shall promptly notify the other party. A "data breach" means any access, destruction, loss, theft, use, modification or disclosure by an unauthorized Third Party of confidential or personal Data in the possession of the COURT or COUNTY. The notification shall identify (i) the nature of the data breach; (ii) the data accessed, used or disclosed; (iii) who accessed, used, disclosed and/or received data (if known); (iv) what the COURT or COUNTY has done or will do to mitigate the data breach; (v) what corrective action the COURT or COUNTY has taken or will take to prevent future data breaches.

9. MEASURABLE OUTCOMES

- a. The COURT, in partnership with COUNTY, is responsible for ensuring that the Program is fully operational and fulfilling all Program Requirements, as set forth in Exhibit B, Item 1.
- b. COUNTY shall submit Data for this Program, as identified in Exhibit B, to the COURT according to the timeline in Exhibit C, as required by the Judicial Council to measure the outcomes of the Program. The COURT shall be responsible for ensuring that the Data Extracts are submitted by each justice system partner, unless otherwise specified by the Judicial Council.
- c. *Failure to Provide Information:* The required reporting detailed in this section is vital to the success of the Pretrial Services Release Program. Therefore, failure to provide any and all of the required reports, as set forth in Exhibit C Schedule of Deliverables, in a form that is acceptable to the Judicial Council may result, at the Judicial Council's discretion, in a delay of payment under this MOU or termination of this MOU.

**END OF EXHIBIT**

**EXHIBIT C  
SCHEDULE OF DELIVERABLES**

No.	Quarterly Progress Reports	Period of Performance	Due Date
1	Quarterly Progress Report	July-Sept of each fiscal year	October 20 of each fiscal year
	Sufficient Progress Toward Monetary Spending & Budget Forecast		
2	Quarterly Progress Report	Oct-Dec of each fiscal year	January 20 of each fiscal year
	Sufficient Progress Toward Monetary Spending & Budget Forecast		
3	Quarterly Progress Report	Jan-Mar of each fiscal year	April 20 of each fiscal year
	Sufficient Progress Toward Monetary Spending & Budget Forecast		
4	Quarterly Progress Report	Apr-Jun of each fiscal year	July 20 of each fiscal year
	Sufficient Progress Toward Monetary Spending & Budget Forecast		

**END OF EXHIBIT**