

MEMORANDUM OF UNDERSTANDING #6951
Between
The El Dorado County Probation Department
and
Superior Court of California, County of El Dorado
For
Pretrial Program with El Dorado County Probation Department

This Memorandum of Understanding #6951 (hereinafter referred to as "MOU") is entered into by and between the El Dorado County Probation Department (hereinafter referred to as "PROBATION") and the Superior Court of California, County of El Dorado (hereinafter referred to as "COURT"). This MOU sets forth each agency's role and responsibility as it relates to Senate Bill 129: Pretrial Release Program Funding (hereinafter referred to as "Pretrial Funding"). Throughout this MOU, the terms COUNTY and PROBATION shall be used interchangeably unless otherwise indicated.

WHEREAS, the COURT is to receive from the Judicial Council of California Pretrial Funding under the terms and conditions of the MOU;

WHEREAS, the COURT desires to subcontract with Probation, subject to the authorization of the County of El Dorado, for PROBATION to provide pretrial services in El Dorado County to complete the Pretrial Release Program objectives;

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

NOW, THEREFORE, the COURT and PROBATION mutually agree as follows:

I. PURPOSE

The purpose of this MOU is to clarify the agreement between PROBATION and the COURT in the continuation and enhancement of the County Pretrial Release Program with Pretrial Funding allocated to the COURT by the Judicial Council of California for use from July 1, 2021, through June 30, 2024, as directed by the Legislature. The County's Pretrial Release Program provides a pretrial alternative to bail that permits the safe and efficient release of arrestees before trial; uses the least restrictive monitoring practices possible while protecting public safety and ensuring court appearances; validates and expands the use of risk assessment tools; and assesses any bias in their use. The scope of provided services and programs are further detailed in the attached "Exhibit A, Program Description," and "Exhibit B, Work to be Performed," which are incorporated into this MOU by this reference.

II. TERM OF AGREEMENT

The term of this MOU shall be effective from July 1, 2021, through June 30, 2024.

III. MAXIMUM COMPENSATION

- A. The COURT shall pay PROBATION for the period covering July 1, 2021, through June 30, 2022, an amount not to exceed \$301,750.13 of One-Time Pretrial Funding for eligible expenditures.
- B. The COURT shall pay PROBATION for the period covering July 1, 2022, through June 30, 2024, an amount not to exceed \$494,773.41 of Ongoing Pretrial Funding for eligible expenditures.

IV. MANNER OF PAYMENT

The COURT shall disburse funds to PROBATION upon receipt of an invoice provided from PROBATION. The invoice to the COURT shall be provided no less than quarterly. Payment to PROBATION shall be provided within 30 days of receipt of the invoice for eligible expenditures.

V. RECORDS AND AUDIT

- A. PROBATION shall maintain such books, documents, and records that are necessary to certify the cost of services provided by PROBATION and shall make such records available for inspection. Such records shall be complete and available for audit at any time during the term of this MOU by the COURT or the Judicial Council of California and shall be retained and available for audit purposes for five (5) years after final payment under this MOU.
- B. PROBATION shall establish and maintain an adequate system of accounting, financial records, and internal controls to account accurately for funds received and disbursed in accordance with applicable federal and state requirements.
- C. PROBATION shall permit all records relating to the Deliverables, Work, performance, procedures, and billing to the COURT under this MOU to be inspected and/or audited, at any reasonable time, by the authorized representative of the COURT.

VI. DEFICIENT PERFORMANCE

Should the Judicial Council of California find the COURT or PROBATION to be deficient in any aspects of performance, the COURT shall submit a proposed corrective action plan to the Judicial Council of California. The corrective action plan shall identify specific action to be taken to correct the deficient performance and shall be submitted within forty-five (45) days after notification of the deficiency. PROBATION shall work with the COURT as necessary to develop any such corrective action plan as may be required, along with associated corrective timeframes. PROBATION shall comply with the terms and timeframes of any corrective action plan approved by the Judicial Council of California.

VII. ACCEPTANCE OF THE WORK

- A. The Work to be performed under this MOU is detailed in Exhibit B, Work to be Performed. Specific Deliverables for which PROBATION is responsible pursuant to this MOU are detailed in Exhibit A, Program Description.
- B. The COURT shall be responsible for the sign-off acceptance of all the Deliverables required and submitted by PROBATION pursuant to this MOU. Prior to approval of the Deliverables and prior to approval for payment disbursement, the COURT will apply the Acceptance Criteria for Deliverables set forth in subparagraph C of this provision, as appropriate, to determine the acceptability of the Deliverables.
- C. Acceptance Criteria for Deliverables provided by PROBATION pursuant to this MOU:
 - i. **Timeliness:** The Deliverables were delivered on time. PROBATION shall not be held responsible for any time delays to the extent those delays are caused by the Judicial Council of California or the COURT;
 - ii. **Completeness:** The Deliverables contained the data, materials, services, and features required in this MOU;
 - iii. **Technical accuracy:** The Deliverables are accurate as measured against commonly accepted standards (for instance, a statistical formula, an industry standard, or de facto marketplace standard);
 - iv. **Compliance:** The Deliverables are in accordance with this MOU and applicable laws, rules, regulations, and policies.

VIII. MODIFICATION

This MOU may be modified at any time upon written mutual agreement, executed by authorized representatives of both parties.

IX. TERMINATION

This MOU may be terminated without cause by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance. Upon provision of books, documents, and records as detailed in section V above following notification of termination, PROBATION shall be compensated for services provided up to the final termination date.

X. SUSPEND WORK

The COURT may, at any time, issue a Suspend Work Order to require PROBATION to stop all, or any part, of the Work of this MOU, for a period up to ninety (90) Days after the Suspend Work Order is delivered to PROBATION, and for any further period to which the parties may agree. The Suspend Work Order shall be specifically identified as such and shall indicate it is issued under this provision. Upon receipt of the Suspend Work Order, PROBATION shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work

covered by the Suspend Work Order during the period of work stoppage. Within a period of ninety (90) days after a Suspend Work Order is delivered to PROBATION, or within any extension of that period to which the parties shall have agreed, the COURT shall either:

- i. Cancel the Suspend Work Order; or
- ii. Terminate the Work covered by the Suspend Work Order, pursuant to the termination provisions of this MOU.

Per the termination provisions of this MOU, the COURT shall, upon receipt of invoice reimburse PROBATION and be responsible for any costs incurred by PROBATION due to the Suspend Work Order.

XI. DATA SUBMISSION

PROBATION shall submit Data Extracts to the COURT. In providing Data Extracts, PROBATION shall make all reasonable efforts to ensure that Data Extracts are timely and sufficient to allow the COURT to comply with the reporting requirements to the Judicial Council of California.

XII. LOBBYING

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

XIII. CONFIDENTIALITY

All financial, statistical, personnel, technical, and other confidential information, including data and data analyses, relating to the COURT's or PROBATION'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.

XIV. LIMITATION ON PUBLICATION

PROBATION will not publish or broadcast any articles, 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 of California's Principal Manager, Procurement and Public Affairs Officer. Notwithstanding the above, internal communications or writings within PROBATION making reference to the above terms in quotations shall not require approval by the Judicial Council of California's Principal Manager, Procurement and Public Affairs Officer.

XV. DATA ANALYSES

PROBATION acknowledges and agrees that the Judicial Council of California retains and owns all rights (including copyrights), title, and interest in and to any data analysis produced by the Judicial Council of California or its contractors. For any data analysis produced by PROBATION, PROBATION grants to the COURT, and agrees that the COURT may grant to the Judicial Council of California, 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.

XVI. RELATIONSHIP OF THE PARTIES

No relationship of employer and employee, joint venture, partnership, or agency is created by this MOU; it being understood and agreed that the COURT is an independent entity. The COURT is not the agent, partner, joint venture, or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by the COURT nor for any obligations or liabilities incurred by the COURT.

The COURT shall have no claim against County under this MOU or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, workers' compensation, unemployment insurance benefits, civil service protection, or employee benefits of any kind.

In carrying out the Work contemplated herein, PROBATION shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents, and/or employees conducting and participating in the Work; and agrees that such officers, agents, and/or employees shall not be treated or considered in any way as officers, agents, and/or employees of the COURT.

PROBATION does, by this MOU, agree to perform their said Work and functions at all times in strict accordance with currently approved methods and practices in their field and that the sole interest of the COURT is to ensure that said service shall be performed and rendered in a competent, efficient, timely, and satisfactory manner and in accordance with the standards required by the COURT.

XVII. MUTUAL INDEMNIFICATION

A. Indemnification by the COURT: the COURT shall indemnify and hold harmless and defend County, its Board of Supervisors, officers, agents, and employees, from any and all liability, demands, damages, penalties, fines, interests, costs, or expenses (including reasonable attorneys' fees) that arise out of, or are alleged to arise out of or are in any way connected with or incident to the duties or obligations of the COURT pursuant to this MOU, including any error or omission of COURT in performing such duties and obligations, except to the extent that such claims arise out of the negligence or willful

misconduct of County, its Board of Supervisors, its officers, agents, or employees.

- B. Indemnification by the COUNTY:** the COUNTY shall indemnify and hold harmless and defend COURT, its officers, agents and employees, from any and all liability, demands, damages, penalties, fines, interest, costs, or expenses (including reasonable attorneys' fees) that arise out of, or are alleged to arise out of or are in any way connected with or incident to the duties or obligations of the COUNTY pursuant to this MOU, including any error or omission of the COUNTY in performing such duties and obligations, except to the extent that such claims arise out of the negligence or willful misconduct of the COURT, its officers, agents, or employees.

XVIII. THIRD PARTY CLAIMS

If any third party shall notify a party with respect to any matter (a "Third-Party Claim") which may give rise to a claim for indemnification against the other party under this section, then the party seeking indemnification shall promptly and timely notify the indemnifying party in writing of the Third-Party Claim. The indemnifying party shall be relieved of any obligation or liability under this section, to the extent a delay by the party seeking indemnification in giving notice of the receipt of the Third-Party Claim results in any damage or prejudice to the indemnified party. If the indemnifying party is conducting the defense of the Third-Party Claim in accordance with this section, the indemnifying party shall not consent to the entry of any judgment or enter into any settlement with respect to the Third-Party Claim, without the prior written consent of the indemnified party (which consent shall not be withheld unreasonably). For purposes of this section, notice shall be deemed served (a) to the COUNTY, if notice is delivered to the Clerk of the County Board of Supervisors, and (b) to the COURT, if notice is delivered to the Court Executive Officer.

XIX. DISPUTE RESOLUTION

- A. Continuation of Services:** Whenever the COURT and the COUNTY disagree as to any matter governed by this MOU, the dispute resolution process discussed in this Dispute Resolution section shall govern.
- B. Attempt at Informal Resolution:** Parties agree initially to attempt to resolve any dispute informally and in good faith. During such resolution efforts, PROBATION shall continue to provide the services and the COURT shall continue to make payment therefore as set forth herein.
- C. Request for Meeting:** If after thirty (30) days, the COURT and the COUNTY cannot resolve any dispute, either party may give the other party a written request for a meeting between Court Executive Officer and PROBATION for the purpose of resolving a disagreement between the parties. If such meeting is requested, the meeting shall be held within ten (10) days of the receipt of such request. If the meeting fails to occur or fails to resolve the disagreement,

nothing in this MOU shall preclude the parties from exercising their legal remedies.

- D. **Resolution of Disputes:** Any disputes between the parties regarding the interpretation or performance of this MOU that are not resolved under subsection B above, shall be resolved by submission of the dispute to non-binding mediation.
- E. **Jurisdiction and Venue:** If a dispute between the parties regarding the interpretation or performance of this MOU is not resolved under subsection C above, either party may bring legal action to interpret or enforce this MOU in the Superior Court of California, County of El Dorado. In the event that such legal action is taken by either party, the Presiding Judge of the Superior Court of California, County of El Dorado shall request that the Chief Justice of California assign a judge from another jurisdiction within the State to preside over any legal action brought to interpret or enforce this MOU.

XX. NO SUPPLANTATION

PROBATION certifies in good faith that, by signing this MOU, no supplantation of nonfederal, state, or county funds will occur with funds. Funds may not be used to supplant or replace already allocated funding for salaries of any current PROBATION staff. Funds provided pursuant to this MOU may only be used for new or expanded services for which no funds have been previously identified.

XXI. NON-DUPLICATION OF PRIOR-FUNDED EXPENDITURES

PROBATION and the COURT both certify they do not have any ongoing or completed projects with the Judicial Council of California, or other funding sources, that duplicate or overlap any Deliverables contemplated or described in this MOU. The COURT and PROBATION both agree that any pending or proposed requests for other funds that would duplicate or overlap Deliverables under this MOU will be revised to exclude any such duplication of funded expenditures. Any such duplication of expenditures subsequently determined by audit will be subject to recovery by the Judicial Council of California.

XXII. INSURANCE REQUIREMENTS

PROBATION shall maintain adequate insurance coverage, as set forth below:

- A. PROBATION shall maintain and show proof of adequate insurance coverage before beginning the Deliverables of this MOU.
- B. PROBATION shall endorse its insurance policies to include the COURT as an additional insured. PROBATION shall provide certificates of insurance to the COURT, or verify coverage is current and on file with the COURT, prior to the beginning of any Work.

C. PROBATION shall maintain insurance coverage that is appropriate to its business operations and the nature of the work, goods, or services provided to the COURT. Examples of the types of insurance coverage include, but are not limited to the following:

- i. Workers' Compensation
- ii. Employer's Liability
- iii. Commercial General Liability including property damage and bodily injury
- iv. Automobile Liability – Owned non-owned, and hired vehicles, including bodily injury and property damage.

XXIII. NOTICES

All notices prescribed by this MOU shall be in writing and deposited in United States Mail, postage prepaid, and addressed as follows:

To Probation:

El Dorado County Probation
Probation Department
3974 Durock Road, Ste 205
Shingle Springs CA 95682

Attn: Gary Romanko
Deputy Chief Probation Officer

With a copy to:

County of El Dorado
Chief Administrative Office
330 Fair Lane
Placerville CA 95667

Attn: Michele Weimer
Procurement and Contracts Manager

or to such other location as PROBATION directs.

Notices to the COURT shall be addressed as follows:

El Dorado County Superior Court
2850 Fairlane Court, Ste. 110
Placerville CA 95667

Attn: Shelby Wineinger
Court Executive Officer

XXIV. CONTRACT ADMINISTRATOR

County Officer or employee with responsibility for administering this MOU is Gary Romanko, Deputy Chief Probation Officer, Probation Department, or successor.

XXV. AUTHORIZED SIGNATURES

The parties to this MOU represent that the undersigned individuals executing this MOU on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

XXVI. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

XXVII. ENTIRE AGREEMENT

This MOU contains the entire agreement between the parties and supersedes all prior understanding between them with respect to the subject matter of this MOU.

IN WITNESS WHEREOF, the COURT and PROBATION executed this MOU #6951 on the date or dates indicated below:

-- COUNTY OF EL DORADO --

Dated: 12-13-22

By: Roni Parlier
Chair
Board of Supervisors
"County"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: Myke Kuper
Deputy Clerk

Dated: 12-13-22

Superior Court of California, County of El Dorado

By: [Signature]
Vicki Ashworth
Presiding Judge Superior Court

Dated 11/16/2022

By: Shelby Wineinger
Shelby Wineinger
Court Executive Officer

Dated 11/21/2022

EXHIBIT A
PROGRAM DESCRIPTION

In coordination with the Probation Department (Probation), the El Dorado County Superior (Court) will apply its allocation of SB 129 Pretrial Release Program Funding (Pretrial Funding) available for use from July 1, 2022, through June 30, 2024, to implement sustainable improvements in the El Dorado County's (County) Pretrial Release Program to better serve justice-involved individuals.

The goal is to improve law enforcement agencies' (i.e., Probation and Sheriff's Department), and the Court's collaboration to further strengthen and expand pretrial release services in the County. This would be met by providing additional information and expanding resources to support judicial officers in making pretrial release decisions that impose the least restrictive conditions to address public safety and ensure a defendant's return to court, and to implement appropriate evidence-based monitoring practices and provision of services for released individuals as well as to broaden County partners' ability to exchange information and gather data analytics to assess program weaknesses/strengths.

The Court and Probation will utilize funding towards accomplishing the following:

- A. The Court and Probation will contract with current case management system vendors (i.e., eCourt and Automon) to begin the process to integrate systems to allow for improved information exchange and efficiency. The interface would allow for common data elements to be captured for data analytics surrounding the Pretrial Release Program (e.g., participant/case tracking) and allow for transmittal of reports, documents, etc. between the agencies that will enable both to carry-out their respective case management and monitoring functions. Probation will also seek to establish an interface with the Sheriff's Department through separate means to further the County's efforts to improve the overall quality of data collection, communication, and coordination between system-partners as to improve the support provided to justice-involved individuals who may benefit from the County's Pretrial Services Program.
- B. With current trends in California legislation, the Court has identified the need to incorporate monitoring for justice-involved individuals eligible for mental health pretrial diversion. For the Court, this would include placing individuals on pretrial supervision with conditions imposed that might aid them in successfully completing mental health diversion (assessing whether the individual is maintaining the terms of release, taking medication(s) as prescribed, while abstaining from the use of drugs and/or alcohol), which has been determined to be an acceptable use of SB 129 allocated by the Judicial Council of California. This would enable Probation to monitor and provide services for those placed on mental health diversion while at the same time fills a gap in areas where many people fail in mental health diversion. With Probation's involvement with this population, judicial officers would have the information needed to make better informed decisions when considering the release of individuals eligible for mental health diversion, if an appropriate level of monitoring and services for released individuals is provided by Probation.
- C. Probation will participate in the County's Mental Health Diversion (MHD) Program established through AB 1810, and further supported by funding under SB 129. A Probation Department Manager or their designee will attend all implementation and collaborative

meetings and provide input for policy, procedure, and decision-making applicable to the Probation's involvement in the MHD Program.

- D. Probation is evaluating and may contract with AB Kiosk systems to install a kiosk in five (5) key locations within the County that will provide justice-involved individuals required to participate in pretrial diversion programs with convenient access to contact a Probation Assistant remotely through video conferencing capabilities to assist in program enrollment, assessment appointments, direction, and access to services. Kiosks will provide a semi-warm hand off from the Court to Probation and help to mitigate the number of individuals who fail to report to Probation to access services and fulfill their legal obligations.

To accomplish goals, Probation requires the addition of two (2) full-time non-sworn Probation Assistants to fulfill its responsibilities, and the Court will need to utilize various staff to assist in implementation efforts. Probation may contract with Quest Diagnostics to accomplish compliance testing. The Court and Probation will work collaboratively, and in conjunction with other system-involved partners to facilitate County-wide updates to its pretrial diversion programs/policies/procedures.

Success measures may include: an increase in participants entering pretrial diversion and successfully completing a program; decrease in the number of individuals who fail to report to Probation to enroll in services; increase in service use, participation or compliance; and identification of program/service gaps to guide further the County's Pretrial Release Program efforts.

**EXHIBIT B
WORK TO BE PERFORMED**

I. PROJECT REQUIREMENTS

PROBATION is responsible for ensuring that the following Pretrial Release Program requirements are met:

- A. A pretrial risk assessment shall be conducted of all persons booked into and detained in actual jail custody and who are not otherwise released under existing release policies.
- B. Assessment and release decisions shall be completed prior to arraignment for those who are eligible for release.
- C. Assessment and Pretrial Services Report information shall be provided to the COURT prior to arraignment for those for whom a hearing is required.
- D. Pretrial Services Reports will not be prepared for persons deemed ineligible for bail under Article I of the California Constitution.
- E. PROBATION will participate in MHD Program established through AB 1810, and further supported by funding under SB 129, as outlined in Exhibit A, Program Description.

II. INELIGIBLE USES OF AWARD FUNDS

PROBATION shall not spend funds for any ineligible uses. Ineligible use of award funds, except in situations where prior written approval has been obtained from the Judicial Council of California, include but are not limited to:

- A. No financial costs may be imposed on released persons for any required conditions or services of pretrial release monitoring;
- B. Duplication of services that are already being provided by a justice system partner;
- C. Food and/or drink of any kind including bottled water and related purified water dispensers (either by the COURT and/or PROBATION except as outlined in support services or associated with approved travel);
- D. Gift cards, field trip passes, movie tickets, or other incentives;
- E. Membership dues;
- F. Penalties, fines, late fees, licenses, interest, damages, and/or settlements resulting from violations or noncompliance by program participants;
- G. Costs for fundraising, scholarships, tuition, stipend, contributions and donations, or non-incentive-related gifts;
- H. Entertainment costs such as show tickets, sporting events, and/or any other events; and
- I. Participant living expenses including food, utility bills, vehicle expenses, parking, medical insurance premiums, etc.

III. REPORTING AND TRACKING

- A. **Quarterly Progress Reports:** PROBATION shall work with the COURT to submit Quarterly Progress Reports that summarize budget-related activities and provide other information. This report includes progress toward goals and objectives, program achievements and challenges, changes to key staff or procedures and other information as required by the Judicial Council of California.
- B. **Budget Detail Sheets:** PROBATION shall work with the COURT to submit quarterly Budget Detail Sheets as required by the Judicial Council of California. The sheets include a description of Pretrial Funding cost expenditures and other information as required by the Judicial Council. PROBATION shall also work with the COURT to submit budget changes requiring a cost change proposal.
- C. **Quarterly Data Collection and Reporting Requirements Reports:** PROBATION shall submit to the COURT the data required and requested in the Quarterly Data Collection and Reporting Requirements Reports. The report includes information on booking/release, assessment and other information as requested.
- D. **Supporting Documentation:** PROBATION shall maintain supporting documentation (e.g., timesheets, invoices, contracts, etc.) used to document expenditures, compile reports and shall promptly provide copies of this supporting documentation to the COURT as requested.
- E. **Reporting Timeframes:** PROBATION shall work with the COURT and make every effort to submit all reports and required information pursuant to sections A, B and C above on or before the due dates required by the Judicial Council of California as listed below:

Upcoming Data Report Dates <i>(Please note not a complete list)</i>	
Due Dates:	Time Period Covered:
October 31, 2022	July 1 – September 30, 2022 (FY2 Q1)
January 31, 2023	October 1 – December 31, 2022 (FY2 Q2)
April 28, 2023	January 1 – March 31, 2023, (FY2 Q3)
July 31, 2023	April 1 – June 30, 2023 (FY2 Q4)
October 31, 2023	July 1 – September 30, 2023 (FY3 Q1)
January 31, 2024	October 1 – December 31, 2023 (FY 3 Q2)
April 30, 2024	January 1 – March 31, 2024 (FY3 Q3)
July 31, 2024	April 1 – June 30, 2024 (FY3 Q4)

IV. DATA STORAGE

The COURT shall store all data from PROBATION 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.

V. DATA ACCESS AND USE

- A. The Judicial Council of California shall access and use data submitted by the COURT and PROBATION 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 expires or terminates, the Judicial Council of California and the COURT shall be permitted, in accordance with law, to access, use and disclose data previously submitted by PROBATION.
- C. Upon discovery or reasonable belief of any data breach, PROBATION and the 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 PROBATION. 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 PROBATION has done or will do to mitigate the data breach; (v) what corrective action the COURT or PROBATION has taken or will take to prevent future data breaches.

VI. DELIVERABLES

- A. PROBATION shall provide the Deliverables in accordance with Exhibits A and B to this MOU and shall make all reasonable efforts to ensure that Deliverables are provided so as to allow COURT to comply with the deliverable due dates with the Judicial Council of California.