



Judicial Council of California

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REPORT TO THE JUDICIAL COUNCIL

Item No.: 25-158

For business meeting on December 12, 2025

Title

Judicial Administration: *Judicial Branch Contracting Manual*

Report Type

Action Required

Effective Date

January 1, 2026

Rules, Forms, Standards, or Statutes Affected

None

Date of Report

November 18, 2025

Recommended by

Advisory Committee on Audits and Financial
Accountability for the Judicial Branch
Hon. Ann C. Moorman, Chair

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Executive Summary

Under rule 10.63(c) of the California Rules of Court, the Advisory Committee on Audits and Financial Accountability for the Judicial Branch proposes revising the *Judicial Branch Contracting Manual (JBCM)* to add provisions regarding generative artificial intelligence so that the *JBCM* will remain substantially similar to the *State Contracting Manual* and *State Administrative Manual*, as required by the Judicial Branch Contract Law. In addition, the committee's proposal to revise the *JBCM* aligns with the judicial branch's efforts to address the emerging technology of generative artificial intelligence.

Recommendation

The Advisory Committee on Audits and Financial Accountability for the Judicial Branch recommends that the Judicial Council, effective January 1, 2026, adopt proposed revisions to the *Judicial Branch Contracting Manual*.

The proposed revisions to the manual are attached at pages 7–10.

Relevant Previous Council Action

At the Judicial Council’s regular business meeting on August 26, 2011, the council adopted the initial version of the *JBCM*, effective October 1, 2011, the operative date of substantive requirements of the Judicial Branch Contract Law.¹ Since the adoption of the initial *JBCM*, the council has adopted 14 sets of revisions. The version of the *JBCM* adopted by the council on September 20, 2024, effective October 1, 2024, remains in effect as of the date of this report.²

Analysis/Rationale

Statutory requirement and development of the *JBCM*

The Judicial Branch Contract Law was enacted on March 24, 2011,³ and became effective on that date. With certain exceptions,⁴ the law requires that superior and appellate courts, the Judicial Council, and the Habeas Corpus Resource Center (referred to as judicial branch entities, or JBEs) comply with provisions of the Public Contract Code applicable to state agencies and departments related to the procurement of goods and services.⁵ The Judicial Branch Contract Law applies to all contracts initially entered into or amended by JBEs on or after October 1, 2011.⁶

The Judicial Branch Contract Law also requires the council to adopt a manual containing procurement and contracting policies and procedures that must be followed by all JBEs.⁷ The policies and procedures in the manual must be “consistent with [the Public Contract Code] and substantially similar to the provisions contained in the State Administrative Manual [*SAM*] and the State Contracting Manual [*SCM*].”⁸ Since the adoption of the initial *JBCM*, the council has adopted 14 sets of revisions.

This report is being submitted by the Advisory Committee on Audits and Financial Accountability for the Judicial Branch under rule 10.63 of the California Rules of Court. Under this rule, the duties of the committee include (1) advising and assisting the council in performing its responsibilities and exercising its authority under the Judicial Branch Contract Law, and (2) reviewing and recommending to the council proposed updates and revisions to the *JBCM*.⁹

¹ Pub. Contract Code, §§ 19201–19210.

² The current version of the *JBCM* is available at courts.ca.gov/documents/jbcl-manual.pdf.

³ Sen. Bill 78 (Stats. 2011, ch. 10).

⁴ Pub. Contract Code, §§ 19204(c), 19207, 19208.

⁵ *Id.*, § 19204(a).

⁶ *Id.*, § 19203.

⁷ *Id.*, § 19206.

⁸ *Ibid.*

⁹ Cal. Rules of Court, rule 10.63(c)(2) & (3).

Generative artificial intelligence and the recommended revisions to the *JBCM*

Under rule 10.63(c), the committee recommends that the *JBCM* be revised to add provisions on generative artificial intelligence (GenAI) so that the *JBCM* will remain substantially similar to the provisions in the *SCM* and *SAM*, as required by the Judicial Branch Contract Law. The Department of General Services has updated the *SCM* and *SAM* with additional procurement and contracting provisions regarding GenAI. These provisions are in updates made to the *SCM* and *SAM* in February 2025—namely, in chapter 23 of the *SCM*, volume 2 (Link C); *SAM* section 4986 (Link D); and section 7.12 of the *SCM*, volume 1 (Link E). The current version of the *JBCM* does not have provisions on GenAI.

The committee’s recommendation is consistent with a key priority of the California judicial branch: addressing the emerging technology of GenAI. In her 2024 State of the Judiciary address, Chief Justice Patricia Guerrero discussed the judicial branch strategic goal of modernization and management of administration: “Society, government, and, therefore, our court system must address the many issues and questions presented by the developing field of artificial intelligence.” The committee’s proposed revisions will enable the *JBCM* to align more closely with a strategic goal of the judicial branch.

The proposed GenAI revisions to the *JBCM* would add a new section 2.4 (Generative Artificial Intelligence) to chapter 2 (Procurement Planning).¹⁰ The revisions would include new GenAI-related provisions on procurement and contracting. Key topics of section 2.4 would include, for example:

- Requiring bidders to inform the procuring judicial branch entity during the procurement process if the bidders’ goods or services contain or use GenAI;
- Conducting risk assessments before the procuring judicial branch entity (1) proceeds with a GenAI purchase, (2) posts a solicitation that includes the purchase of GenAI, or (3) enters into a contract that includes GenAI;
- Obtaining written confirmation from the judicial branch entity’s Chief Executive Officer or Chief Information Officer (or their equivalent, or their designee) that the GenAI-related procurement may proceed; and
- Monitoring and assessing GenAI contract deliverables for equitable outcomes, output inaccuracies, bias, and hallucinations¹¹ to ensure that applicable laws and policies are followed.

¹⁰ The Court Executives Advisory Committee, the *JBCM* Working Group, and Judicial Council staff from Legal Services, Audit Services, Information Technology, and Branch Accounting and Procurement provided input during the development of the proposed *JBCM* revisions.

¹¹ Hallucinations are false or misleading information produced by GenAI.

The field of artificial intelligence is rapidly evolving, and therefore, the *JBCM* should provide sufficient flexibility to adapt to new GenAI-related developments. The revised *JBCM* would provide core guidance, but detailed information on risk assessments, as well as sample GenAI-related contract provisions, would be provided in separate reference materials or links. For example, the revised *JBCM* would include a link to sample GenAI-related contract provisions to be drafted by Judicial Council Legal Services and updated from time to time as necessary.

The draft of the recommended *JBCM* revisions includes a reference to rule 10.430 on GenAI. The rule became effective on September 1, 2025. Under the rule, any California court that does not prohibit the use of GenAI by court staff or judicial officers must adopt a GenAI use policy by December 15, 2025.¹²

The Judicial Branch Contract Law requires the Judicial Council to adopt *JBCM* policies and procedures that are “substantially similar” to those in the *SCM* and *SAM*. The draft of the recommended *JBCM* revisions included at pages 7–10 is intended to incorporate policies and procedures that are substantially similar to those in the *SCM* and *SAM* while also taking into account the fundamental differences between the underlying assumptions of the *SCM* and *SAM* and the organization and operations of JBEs. As explained in the *JBCM*’s introduction (section 2, Guiding Principles in the Development of this Manual):

Development of this Manual was complicated by the inapplicability of the *SAM* and *SCM* to the organization and operations of JBEs. The *SAM* and *SCM* were written for use by executive branch agencies, with the Department of General Services (DGS) as the entity charged with administering those agencies’ procurement and contracting activities. In contrast, management in the judicial branch is decentralized; for the superior courts, by way of example, the presiding judge of each court is responsible for approving procurements and contracts and the court executive officer is responsible for contract negotiations.^[13] In addition, PCC 19207 acknowledges that neither DGS nor any other state entity is involved in approval or review of judicial branch procurement, except as specifically required by law.

Policy implications

As mentioned above, the committee’s recommended revisions will enable the *JBCM* to align more closely with strategic goals and priorities of the judicial branch and address the emerging technology of GenAI.

¹² Following the public comment period for rule 10.430, the Artificial Intelligence Task Force decided to revise the rule’s definition of GenAI to expand the description of the content produced by GenAI to include not only text, images, audio, and video but also code and data visualizations. The committee recommends that in the definition of GenAI in the proposed *JBCM* revisions, the description of content produced by GenAI should also be expanded to include code and data visualizations. These additional recommended revisions are reflected on page 8 of this report.

¹³ Cal. Rules of Court, rules 10.603(c)(6)(D) & 10.610(c)(3); Gov. Code, § 77009(e).

Comments

At its meeting on June 24, 2025, the committee reviewed proposed *JBCM* revisions to add GenAI-related provisions and approved the posting of its proposed *JBCM* revisions for public comment.¹⁴ The public comment period began on June 25 and ended on July 15, 2025. The invitation to comment specifically sought input on whether the revisions were clear and understandable, appeared to work from a court operations perspective, and were user-friendly.

The proposal received three comments: one from the Superior Court of Los Angeles County and two from Mr. Justin Howe, Judicial Council Information Technology. A chart with the full text of the comments received and the committee's responses is attached at pages 11–15.

In its comment, the court stated that it agreed with the proposal and did not have other comments.

In his public comments, Mr. Howe suggested making edits to the committee's proposed *JBCM* revisions. The committee is not recommending changes in response to Mr. Howe's suggested edits because they would result in GenAI provisions that are overly detailed and this could affect the *JBCM*'s ability to remain substantially similar to the *SCM* and *SAM*, in accordance with the Judicial Branch Contract Law. Due to the rapidly evolving nature of GenAI, the committee would like to keep the broader scope and flexibility of its recommended *JBCM* revisions.

Alternatives considered

No alternatives were considered because the *JBCM* needs to be revised so that it remains substantially similar to the *SCM* and *SAM*, as required by the Judicial Branch Contract Law. GenAI provisions have been added to the *SCM* and *SAM*; the current *JBCM* does not have provisions on GenAI.

Fiscal and Operational Impacts

The proposed *JBCM* revisions will add new GenAI-related procurement and contracting provisions. The committee anticipates that judicial branch entities may incur some costs in connection with implementation, such as conducting staff training on the new procedures or implementing additional procurement procedures to handle bidders' disclosure of GenAI to be included in goods or services, as well as conducting related risk assessments. However, it should be noted that regardless of the proposed *JBCM* revisions, judicial branch entities will most likely incur additional costs as they take additional measures to assess the impacts, benefits, and risks of GenAI and its evolving technology. Therefore, no significant additional costs or operational impacts are anticipated from implementing the recommendations in this report.

¹⁴ Based on input provided at the committee meeting on June 24, the committee recommends clarifying in the new *JBCM* section 2.4(B) that the completion of the privacy assessment (in connection with GenAI procurements) should also be documented in the JBE's procurement/contract file. These additional recommended revisions are reflected in pages 7–10.

Attachments and Links

1. Proposed revisions to *JBCM*, at pages 7–10
2. Chart of comments, at pages 11–15
3. Link A: Judicial Branch Contract Law,
leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=PCC&division=2.&title=&part=2.5.&chapter=&article=
4. Link B: Current version of *Judicial Branch Contracting Manual* (eff. Oct. 1, 2024),
courts.ca.gov/documents/jbcl-manual.pdf
5. Link C: *State Contracting Manual*, volume 2, chapter 23, courts.ca.gov/system/files/file/scm-vol2-2300-feb2025.pdf
6. Link D: *State Administrative Manual* section 4986, courts.ca.gov/system/files/file/sam-4986-genai.pdf
7. Link E: *State Contracting Manual*, volume 1, section 7.12
courts.ca.gov/system/files/file/scm-v1-section-712-feb-2025-genai-update.pdf

2.4 GENERATIVE ARTIFICIAL INTELLIGENCE (GenAI)

“**Artificial Intelligence**” or “**AI**” means technology that enables computers and machines to reason, learn, and act in a way that would typically require human intelligence.

“**Generative Artificial Intelligence**” or “**GenAI**” means an Artificial Intelligence system that can generate derived synthetic content, including text, images, video, audio, code, and data visualizations, that emulates the structure and characteristics of the system’s training data.

A. GenAI Disclosures

All written solicitations by JBEs regardless of acquisition type (e.g., IT, non-IT, goods or services) should include language regarding the following:¹

- In its Bid or offer, the Bidder or offeror must notify the JBE if the Bidder’s/offeror’s goods or services contain or utilize GenAI (or will contain or utilize GenAI), or if GenAI is or will be included in any services, goods, or deliverables that materially impact:
 - (i) *functionality of a JBE system* (i.e., the work using GenAI could have a significant, substantial effect on the system’s data integrity, availability, confidentiality, or security, and failure to perform such work in accordance with the contract could cause major disruptions to JBE operations);
 - (ii) *risk to the JBE* (i.e., the work using GenAI could have a significant, substantial effect on the JBE’s operations, finances, security, or reputation, and failure to perform such work in accordance with the contract would constitute a high likelihood of damage to the JBE); or
 - (iii) *contract performance* (i.e., when failure to conduct work that uses GenAI in accordance with the contract would constitute a material breach of contract).
- A Bidder’s/offeror’s failure to disclose GenAI to the JBE may result in disqualification, and the JBE reserves the right to seek any and all relief it may be entitled to as a result of such nondisclosure.
- The JBE reserves the right to incorporate GenAI-related provisions into the final contract or to reject bids/offers that present an unacceptable level of risk to the JBE, as determined by the JBE in its sole discretion.

¹ Please note: If prior to commencing a solicitation, JBE staff is aware that the solicitation will include the purchase of GenAI or that GenAI will be used in the performance of a contract, then the solicitation should be conducted in writing.

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| Judicial Branch Contracting Manual | Procurement Planning | Chapter 2 |
|------------------------------------|-----------------------------|-----------|

Non-competitively bid (NCB) procurements should also require disclosure of GenAI, consistent with the guidance above.

B. Assessment of GenAI

Before proceeding with a GenAI purchase, releasing a solicitation that includes the purchase of GenAI, or approving a contract that includes GenAI (or if during the contract term, additional GenAI components are included or proposed to be included in the goods, services, or deliverables), a JBE should engage its Chief Executive Officer or Chief Information Officer (or their equivalent, or their designee) (collectively, “AI Officer”) to conduct a risk assessment. If the CIO or their department is both requesting the purchase and responsible for the GenAI procurement, the JBE must avoid even the appearance of impropriety by (i) ensuring the risk assessment is conducted or independently validated by a neutral party such as the JBE’s Approving Authority, Chief Executive Officer, or Chief Risk/Compliance Officer; and (ii) documenting the foregoing procedures in the procurement/contract file.

After conducting a risk assessment, the AI Officer should confirm in writing that the GenAI-related procurement may proceed. The confirmation should be kept in the procurement/contract file, and it can be an email or a form created by the JBE. For GenAI procurements that involve significant potential risks, the JBE may consider consulting with the Judicial Council’s Information Technology Office (JCIT) before proceeding. For more information on risk assessments, please see: *[NOTE: following the Judicial Council’s approval of this section 2.4, a link to the JCIT risk assessment document will be added here.]*

For all GenAI procurements, a JBE should conduct a privacy assessment to assess GenAI-related potential impacts and risks regarding privacy. After the privacy assessment has been completed, the JBE’s procurement/contract file should be updated to reflect the completion. The JBE must implement measures to ensure that the JBE’s use or procurement of GenAI complies with applicable laws, rules, and ethics guidelines. JBEs should maintain an inventory of high-risk uses of GenAI.

Please note: under CRC 10.430, if a superior court, Court of Appeal, or the Supreme Court does not prohibit the use of GenAI by court staff or judicial officers, that court must adopt a GenAI use policy in accordance with CRC 10.430. For Judicial Council staff, please see the Judicial Council’s GenAI use policy.

JBEs should establish internal procedures for the JBE’s evaluation of GenAI during the competitive bidding process so that the evaluation complies with procurement policy and procedures, including confidentiality compliance.

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| Judicial Branch Contracting Manual | Procurement Planning | Chapter 2 |
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C. GenAI Contract Provisions

For JBE contracts (and amendments), regardless of acquisition types (IT, non-IT goods, non-IT services, etc.) or solicitation method, the JBE should include GenAI contract language when appropriate and feasible. Please see the following link regarding GenAI-related contract provisions: *[NOTE: following the Judicial Council's approval of this section 2.4, a link to sample contract language from Judicial Council Legal Services will be added here.]*

D. Purchases Exempt from GenAI Risk Assessment

The following purchases are exempt from the GenAI risk assessment procedures in section 2.4(B) above:

- Mandatory IT services provided by the Judicial Council or the California Department of Technology.
- Intrabranch agreements (agreements between JBEs) that do not include third-party contracts.
- Procurement of commodity types that do not include a technology or service component. Examples include: (i) office, medical, and cleaning supplies; (ii) office furniture; and (iii) non-IT hardware.
- Licenses/subscriptions to access online content, including news, training, or digital publications, that do not include the ability to independently create content.

E. Contract Management

JBEs must monitor, assess, and validate GenAI contract deliverables for equitable outcomes, output inaccuracies, fabricated content, hallucinations, biases, and the need for human action for all decision-making processes to ensure applicable laws and policies are followed. JBEs should work closely with their GenAI subject matter expert (or other JBE designee) to assess and validate contract deliverables. JBEs should enforce GenAI contract language by monitoring for any previously unreported GenAI, including any additions to or modifications of previously reported GenAI. Upon discovery and/or when contractors disclose previously unreported GenAI or an intent to provide or use new GenAI in the performance of the contract, JBEs should engage the AI Officer to determine how to proceed.

F. GenAI Training

JBEs should consider requiring GenAI training for their procurement staff and staff involved with using or deploying GenAI.

To be added regarding the new GenAI provisions in chapter 2, section 2.4:

The text below to be added as a:

- new section 4.2(A)(3) in JBCM chapter 4 (Competitive Solicitation Overview);
- new section 5.15 to JBCM chapter 5 (Non-Competitively Bid Procurements);
- new section 8.3(D) to JBCM chapter 8 (Contracts); and
- new section 11.14 to JBCM chapter 11 (Contract Administration).

“Generative Artificial Intelligence: Please refer to chapter 2, section 2.4, of this Manual regarding additional procurement and contracting policies and procedures relating to Generative Artificial Intelligence.”

The following to be added to the JBCM’s glossary:

Artificial Intelligence or AI – See definition in chapter 2, section 2.4 of this Manual.

Generative Artificial Intelligence or GenAI - See definition in chapter 2, section 2.4 of this Manual.

SP 25-02

Judicial Administration: Revisions to Judicial Branch Contracting Manual

All comments are verbatim unless indicated by an asterisk (*).

| | Commenter | Position | Comment | Committee Response |
|----|--------------------------------------|----------|--|-----------------------|
| 1. | Superior Court of Los Angeles County | A | <p>Position on Proposal Agree with proposed changes</p> <p>Comments The following comments are representative of the Superior Court of California, County of Los Angeles (Court), and do not represent or promote the viewpoint of any particular judicial officer or employee.</p> <p>In response to the Judicial Council of California’s ITC, “SP25-02 Judicial Administration: Revisions to Judicial Branch Contracting Manual,” the Court agrees with the proposal and has no other comments.</p> <p>Name Stephanie Kuo Organization Superior Court of Los Angeles County Commenting on behalf of an organization Yes Address 111 N. Hill Street, Room 105 City Los Angeles State CA Zip Code 90012 Telephone Number 2136330571 Email skuo@lacourt.org</p> | No response required. |

Positions: A = Agree; AM = Agree if modified; N = Do not agree; N/I = Not indicated

SP 25-02

Judicial Administration: Revisions to Judicial Branch Contracting Manual

All comments are verbatim unless indicated by an asterisk (*).

| | Commenter | Position | Comment | Committee Response |
|----|-------------|----------|--|---|
| | | | Item number SP25-02 Deadline July 15, 2025 Proposal Title Judicial Administration: Revisions to Judicial Branch Contracting Manual | |
| 2. | Justin Howe | N/I | Suggestions for Improvement to the JBE GenAI Procurement Policy <ol style="list-style-type: none">1. Your definition of GenAI is self-referential... it uses the words ‘artificial intelligence’ to explain what GenAI is.<ol style="list-style-type: none">a. <i>““Generative Artificial Intelligence” or “GenAI” means an artificial intelligence system...”</i>2. Your definition of both Artificial Intelligence and GenAI are so broad that they apply to technologies that pre-dated the Nov2022 launch of the first GenAI: ChatGPT. I strongly doubt this was intentional.3. The specific names of the technologies that you are trying to focus this policy on, are known as diffusion models and LLM’s. I would suggest explicitly narrowing your scope to these.<ol style="list-style-type: none">a. LLM: Large Language Model. These are the things that can talk and write like humans. i.e. ChatGPT, Gemini, Anthropic Claude, Deepseek.b. Diffusion Models: Can generate imagery and video from a text prompt. Can imitate the style of other artists and copyrighted works.4. Deepfaked audio (i.e. imitating someone’s voice) is not accomplished by using LLMs nor Diffusion. The ability to deepfake audio (or someone’s voice) pre-dated the creation of these technologies. | <p>It is acceptable to use the term “artificial intelligence” in the definition of Generative Artificial Intelligence because the proposed JBCM revisions also include a new defined term for “artificial intelligence.”</p> <p>The committee does not recommend implementing the changes suggested by the commenter because the changes would result in JBCM definitions of Artificial Intelligence and Generative Artificial Intelligence that are overly detailed. In addition, implementing the commenter’s suggestions could affect the JBCM’s ability to remain substantially similar to the SCM and SAM, in accordance with the Judicial Branch Contract Law. The committee recommends keeping the broader definitions of Artificial Intelligence and Generative Artificial Intelligence, especially considering this rapidly evolving technology.</p> |

Positions: A = Agree; AM = Agree if modified; N = Do not agree; N/I = Not indicated

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Judicial Administration: Revisions to Judicial Branch Contracting Manual

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| | Commenter | Position | Comment | Committee Response |
|----|-------------|----------|---|--|
| | | | <p>5. You would probably avoid a world of confusion (and a ton of unnecessary paperwork) if you explicitly declare the following to be excluded from your definition of GenAI:</p> <ul style="list-style-type: none"> a. Deep Learning: CNN, RNN, Reinforcement Learning, GAN b. Statistical Learning: regression, GBM, random forests and clustering c. Transcription and translation software <p>Best, Justin Xavier Howe, CRISC, CISM, CISA, SSCP, CySA+, Security+, Network+ Information Security Services Information Technology Judicial Council of California 455 Golden Gate Ave, 5th Floor, San Francisco, CA 94102 Office: 415.865.7596 Mobile: 631.255.3655 justin.howe@jud.ca.gov www.courts.ca.gov</p> | |
| 3. | Justin Howe | N/I | <p>Below I have,</p> <ul style="list-style-type: none"> (1) a proposed revision to the JBE policy GenAI Procurement Policy draft (2) two simple additions to the policy to explicitly define an achievable metric of performance <ul style="list-style-type: none"> • I am unaware of any government policy that uses the suggested accommodation for ‘achievableness’ that I have described below. <p>Proposals</p> <p><i>A. Revision 1: “JBEs must monitor, assess and validate GenAI contract deliverables for equitable outcomes, output inaccuracies, fabricated content, hallucinations, biases and the need for <u>human action</u> for all decision-making processes to ensure applicable laws and policies are followed.”</i></p> | <p>The committee does not recommend implementing the suggested changes because they would result in JBCM revisions that would be overly detailed, especially considering the rapidly evolving nature of GenAI. Adding the commenter’s suggested language (“at parity with human judgment or better”) would be too limiting. In addition, implementing the commenter’s suggestions could affect the JBCM’s ability to remain substantially similar to the SCM and SAM, in accordance with the Judicial Branch Contract Law.</p> |

Positions: A = Agree; AM = Agree if modified; N = Do not agree; N/I = Not indicated

SP 25-02

Judicial Administration: Revisions to Judicial Branch Contracting Manual

All comments are verbatim unless indicated by an asterisk (*).

| | Commenter | Position | Comment | Committee Response |
|--|-----------|----------|---|--|
| | | | <p>a. The term-of-art here is ‘human-in-the-loop’ instead of ‘human action’.</p> <p>B. <i>Addition 1: “Monitoring and assessing GenAI contract deliverables for equitable outcomes, output inaccuracies, bias, and hallucinations (at parity with human judgment or better) to ensure that applicable laws and policies are followed.”</i></p> <p>C. <i>Addition 2: “JBEs must monitor, assess and validate GenAI contract deliverables for equitable outcomes, output inaccuracies, fabricated content, hallucinations, biases (at parity with human judgment or better) and the need for human action for all decision-making processes to ensure applicable laws and policies are followed.”</i></p> <p>There are several motivations behind these ‘parity’ suggestions:</p> <ol style="list-style-type: none"> 1. A large number of equity/bias efforts I have read about are pursuing <u>infallibility</u>. Not many success stories stand up to scrutiny. <ol style="list-style-type: none"> a. https://www.technologyreview.com/2025/06/11/1118233/amsterdam-fair-welfare-ai-discriminatory-algorithms-failure/ 2. There is no mathematical definition of equitable/equity/bias that is widely-accepted at present by politicians, lawyers, and special interest groups. Many alternative definitions are possible, and any solution to this in-definition will be political. 3. Any time a GenAI is trained on human-generated-data, it is going to mirror all the same biases. 4. Mirroring human performance is immediately achievable, while at the same time generating large labor savings. | <p>The committee notes that the use of the term “human action” in the committee’s proposed JBCM revisions is consistent with SCM Vol. 2, section 2304, which states:</p> <p><i>“Contract managers shall continuously monitor, assess, and validate GenAI contract deliverables for equitable outcomes, output inaccuracies, fabricated content, hallucinations, biases, and the need for human action for all decision-making processes to ensure applicable state laws and policies are followed.”</i> (emphasis added.)</p> |

Positions: A = Agree; AM = Agree if modified; N = Do not agree; N/I = Not indicated

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| | Commenter | Position | Comment | Committee Response |
|--|-----------|----------|--|--------------------|
| | | | <p>a. Let's grab the productivity savings before embarking on the pursuit of infallible AI.</p> <p>Justin Xavier Howe, CRISC, CISM, CISA, SSCP, CySA+, Security+, Network+ Information Security Services Information Technology Judicial Council of California 455 Golden Gate Ave, 5th Floor, San Francisco, CA 94102 Office: 415.865.7596 Mobile: 631.255.3655 justin.howe@jud.ca.gov www.courts.ca.gov</p> | |

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