

## DATA SHARING AGREEMENT

This Data Sharing Agreement, including Exhibits “A” and “B”, attached and incorporated herein by this reference is made and entered into by and between Riverside County Children & Families Commission, herein after referred to as, “RCCFC” or “First 5 Riverside” or “F5RC”, having its principal office at 585 Technology Ct. Riverside CA 92507, and Nava PBC hereinafter referred to as “CONTRACTOR”, having its principal office at 601 13<sup>th</sup> Street Northwest, FL 12 Washington DC 20005, each being a “Party” and collectively the “Parties”.

### RECITALS

- A. Proposition 10, an initiative measure enacted by the voters of California in 1998, established an excise tax on cigarettes and tobacco products, the proceeds from which are to be expended on promoting, supporting, and improving the early development of children from the prenatal stage to five years of age. (See Health & Safety Code §§ 130100-130155 and Revenue & Taxation Code §§ 30131-30131.6)
- B. A State Children and Families First Commission (“SCFFC”) was established to administer the program statewide, and local commissions were authorized to be created by ordinance to administer programs locally.
- C. Riverside County Children and Families Commission (RCCFC) is the local commission established by ordinance enacted by the Riverside County Board of Supervisors to receive tobacco tax revenues and implement early childhood developmental programs in Riverside County.
- D. RCCFC desires to engage CONTRACTOR to provide a pilot that is to develop and test an agentic AI system that supports the automatic completion of benefit applications across multiple programs. The system will work under human supervision, ensuring that navigators retain control at all critical decision points. The pilot implementation will involve F5RC’s team and data systems, focusing on improving service delivery to the families they support.

### AGREEMENT

- 1) **Contractor Services.** Contractor will perform and complete the following services:  
  
Contractor shall perform the services set forth in Exhibits A and B, which are attached hereto and incorporated herein by reference.
  - 2) **Term of Agreement.** This Agreement is effective on the date this Agreement is fully executed by both parties or on October 1, 2025, whichever date is later, and will terminate June 30, 2026, unless earlier terminated or modified as provided herein.
  - 3) **Independent Contractor Status.** In performance of the work, duties, and obligations and in the exercise of the rights granted under this Agreement, it is understood and agreed that Contractor is at all times acting as an independent contractor in providing services pursuant to this Agreement. Neither Contractor nor any other person performing services for Contractor pursuant to this Agreement shall have any claim against RCCFC for sick leave, vacation pay, retirement benefits, social security, workers’ compensation, disability, unemployment insurance benefits, or employee benefits of any kind.
  - 4) **Indemnification and Hold Harmless.**
    - a. **Contractor Indemnification.** Except as is excluded in Section 4.b, Contractor hereby agrees to defend and pay any damages awarded in a final judgment against RCCFC, its officers, directors and employees (each, an “Indemnified Party” and collectively the “Indemnified Parties”) against any loss or damage arising out of or resulting from any
- Contractor agrees to hold RCCFC harmless and compensate RCCFC for payment of state or federal income tax obligations relating to Contractor’s compensation under the terms of this Agreement. Contractor shall be solely responsible for all income taxes or other such taxes related to any payments received by Contractor from RCCFC.
- It is understood and agreed that Contractor is to assure that the work and services covered by this Agreement shall be performed and rendered in a competent, efficient, and satisfactory manner and in accordance with all applicable laws and community standards. RCCFC shall not have any control or direction over the method by which Contractor shall perform these services.

claim, action or demand (collectively, a "Claim") from a third party alleging that the use of the Services or Software infringes the intellectual property rights of a third party under United States law. Upon notice of a Claim or if, in Contractor's opinion, such a Claim is likely, Contractor shall have the right, at its option, to (i) replace or modify the Services or Software so that it is functionally equivalent and no infringing, (ii) obtain a license for RCCFC to continue the use of the Services or Software, or (iii) return the fee paid by RCCFC therefore.

b. Limitations. Contractor will have no obligation hereunder for any Claim to the extent to which the Claim arises out of or result from: (i) the Indemnified Party's use of the Services or Software in a combination with materials or products not supplied by Contractor, (ii) Indemnified Party's use of the Services or Software in breach of this Agreement, (iii) Indemnified Party's negligence or willful misconduct, (iv) violation of any applicable law by RCCFC or any of its authorized users, or (v) RCCFC Information, except to the extent of any loss or damage directly resulting from Contractor's sole gross negligence or willful misconduct in complying with its then in effect published data and security policy.

c. Indemnification. Except for third party claims which are subject to Contractor's indemnification obligations set forth in Section 4.a., RCCFC hereby agrees to defend and pay any damages awarded in a final judgment against Contractor, its officers, directors and employees (each, an "Indemnified Party") against any loss or damage arising out of or resulting from any claim, action or demands from a third party as a result of RCCFC violating any right of any individual or entity, including without limitation any rights of privacy, or violating any applicable law or regulation.

d. Notice to the Indemnifying Party. In the event that any claim, action or demand is made against the Indemnified Party, the Indemnified Party will promptly upon becoming aware of any such claim, demand or suit, notify Contractor (in the case of Section 4.a.) or RCCFC (in the case of Section 4.c.) (each, an "Indemnifying Party", as applicable), in writing as to the nature and particulars of the same

and will promptly furnish the Indemnifying Party with copies of any and all documents (inclusive of all correspondence and pleadings other than attorney-client communications) pertaining thereto. The Indemnified Party will also keep the Indemnifying Party continuously and fully informed in a timely manner as to the status of the same and will provide the Indemnifying Party with copies of any additional documents pertaining thereto in a timely manner. The Indemnifying Party shall employ a single counsel to represent all Indemnified Parties, which counsel may also be counsel to the Indemnifying Party. Each Indemnified Party is entitled to engage independent counsel, at such Indemnified Party's sole expense.

e. Obligations of the Indemnified Party. The obligation of the Indemnifying Party under Section 4.a. (Contractor Indemnification) and Section 4.c. (Indemnification) is contingent upon each Indemnified Party (i) giving prompt written notice to the Indemnifying Party of any such claim, action or demand as required in Section 4.d. above, (ii) allowing the Indemnifying Party to control the defense and related settlement negotiations, and (iii) fully assisting in the defense so long as the Indemnifying Party agrees to pay such Indemnified Party's out-of-pocket expenses.

5) **Contractor Warranties and Representations.**

Contractor represents and warrants to RCCFC that:

a. All work performed by Contractor under this Agreement shall be in accordance with generally accepted professional practices and standards applicable to the services provided under this Agreement, and in accordance with requirements of applicable federal, state and local laws.

b. Contractor has no interest which would conflict in any manner or interfere with the performances and services contemplated by this Agreement. Contractor further agrees not to acquire any such interest during the term of this Agreement.

6) **Use of RCCFC Data/RCCFC COMMISSION Representations and Warranties.**

RCCFC shall be solely responsible for all RCCFC Information, and shall allow Contractor, for the sole purpose of its performance under this Agreement, to copy, display, distribute, download, and otherwise use RCCFC Information to transmit over the Internet. RCCFC represents and warrants that its information does not and will not include anything that infringes the copyright, patent, trade secret, trademark or any other intellectual property right of any third party; contains anything that is obscene, defamatory, harassing, offensive, malicious or which constitutes child pornography; or otherwise violates any other right of any third party.

7) **Obligations of RCCFC.**

The maximum amount payable under the terms of this contract shall not exceed the maximum obligation set forth in Exhibit A.

8) **Insurance.** Contractor, at its sole cost and expense, shall obtain and maintain in full force, during the term of this Agreement, the following types of insurance:

- a. Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 each occurrence and \$2,000,000 General Aggregate. Personal and Advertising Injury liability, in the amount of \$1,000,000 per occurrence, Products/Completed Operations aggregate in the amount of 1,000,000 and \$100,000 limit for Damage to Premises Rented To You, if applicable.
- b. Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury and property damage, including owned (if any, which requires symbol 1 coverage), non-owned and hired automobiles.
- c. Personal Automobile Liability coverage, in the minimum amounts of \$250,000 per Person and \$500,000 each Accident Bodily Injury and \$100,000 each Accident Property Damage for each vehicle to be operated in association with this contract that is not insured under Commercial Automobile Liability.
- d. Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Contractor and Employer's Liability in the minimum

amount of \$1,000,000, and a waiver of subrogation in favor of RCCFC.

- e. Professional Liability coverage in the minimum amount of \$1,000,000 each claim and \$1,000,000 annual aggregate with a maximum deductible of \$2,500 per claim. Policy shall be maintained for one year after the end of the contract period.
- f. All the insurance companies providing coverage under this Agreement must be A.M. Best rated A: VIII with the exception of the workers compensation insurance if provided by State Compensation Insurance Fund. Insurance coverage must be provided by California licensed and admitted carriers, with the exception of Professional Liability.

All insurance required under this Agreement shall be primary coverage as respects RCCFC, and any insurance or self-insurance maintained by RCCFC shall be in excess of Contractor's insurance coverage and shall not contribute to Contractor's coverage. RCCFC is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements. If Contractor is self-insured, Contractor shall maintain the insurance enumerated in paragraph 7 herein during the term of this Agreement to pay covered claims which may arise as a result of Contractor's performance of this Agreement.

RCCFC is to be named as **Additional Insured** with respect to work done by Contractor under the terms of this Agreement on all policies required. However, this paragraph 7 shall not be construed to apply to Workers' Compensation coverage.

Contractor agrees to provide RCCFC with the following insurance documents within 14 days after the execution of this Agreement: **Certificates of Insurance for coverage required under this Agreement and Additional insured endorsements.** Failure to timely provide these documents shall be grounds for immediate termination or suspension of this Agreement.

It is the responsibility of the Contractor to confirm that all terms and conditions of the Insurance Provisions are complied with by any and all Subcontractors that Contractor may use for the completion of this Agreement.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor for liability in excess of such coverage, nor shall it preclude RCCFC from taking such other actions as are available to it under any other provisions of this Agreement or otherwise in law. The minimum amounts set forth herein do not reflect RCCFC opinion of the adequacy of such coverage.

If the Professional Liability coverage is "claims made," Contractor must, for a period of three (3) years after the date when contract is terminated, completed or non-renewed, maintain insurance with a retroactive date that is on or before the start date of contract services OR purchase an extended reporting period endorsement (tail coverage). RCCFC may withhold final payments due until Contractor provides satisfactory evidence of the tail coverage to RCCFC.

9) **Termination.** This Agreement may be terminated as follows:

- a. RCCFC may terminate this Agreement, with or without cause, upon 30 days prior written notice. In the event of RCCFC's termination, payment for the Contractor's services shall be prorated for actual delivery of services up to the termination date.
- b. Contractor may terminate this Agreement by giving RCCFC written notice 90 days prior to the end of the initial term as stated in section 2 above or 90 days prior to the end of any renewal term for this Agreement.
- c. Either party may terminate this Agreement immediately by written notice if the other party materially breaches this Agreement and fails to cure its breach within 30 days after receipt of written notice.
- d. Disposition at End of Contract: Upon termination of this Agreement, each party agrees to assist the other party in the orderly termination of the Agreement and the transfer of all RCCFC data, as set forth in Exhibit C, Data Transfer Upon Expiration or Termination of Agreement.

10) **Confidentiality; Proprietary Information; Ownership.**

- a. RCCFC acknowledges that, in the course of meeting its obligations under this Agreement, it may obtain information relating to Contractor's products and services that is of a confidential, trade secret or proprietary nature ("Contractor Proprietary Information"). Contractor shall be solely responsible for identifying, clearly marking and otherwise indicating what information relating to Contractor's products and services constitute confidential, trade secret or proprietary information. Such Contractor Proprietary Information may include, without limitation, trade secrets, know-how, inventions, techniques, algorithms, programs, documentation and data, (except for RCCFC data), including the Program. "Program" means Contractor's software programs, centrally hosted and managed by Contractor, and described in the exhibits hereto, including all modifications, versions, improvements, updates, error corrections, bug fixes, or other enhancements with respect to the functionality or performance of the Program and services, and all related documentation (printed or electronic). RCCFC acknowledges that Contractor Proprietary Information (including the Program), as identified by the Contractor, is the intellectual property of and is owned by Contractor. RCCFC acknowledges that the structure, organization and code of the Program are valued trade secrets and confidential information of Contractor. RCCFC agrees that any and all patent rights, trademarks, copyrights, trade secrets, or other intellectual property or proprietary rights related to the Program, including any modifications, customizations, enhancements, or derivative works arising out of this Agreement, are exclusively owned by Contractor. This Agreement does not grant RCCFC any intellectual property rights or title of ownership in Contractor Proprietary Information (including the Program) and all rights not expressly granted are reserved by Contractor. Contractor may place copyright and/or proprietary notices, including hypertext links, within the Program. RCCFC may not alter or remove these notices without Contractor's written permission.

b. Notwithstanding the foregoing, Contractor acknowledges that all RCCFC data is the intellectual property of and owned by RCCFC or persons under RCCFC's control and shall be held in confidence and deemed RCCFC proprietary information. Contractor and RCCFC will at all times, both during the term of this Agreement and for a period of at least five (5) years after its termination, keep in confidence and trust the other party's proprietary information which is confidential in nature, and will not use such proprietary information other than as permitted under the terms of this Agreement, nor will one party disclose any of such other party's proprietary information without the written consent of that party and pursuant to a standard proprietary information agreement. Notwithstanding anything in this section to the contrary, however, each party's proprietary information is not considered confidential in nature to the extent that it includes: (a) information that is in the public domain prior to the disclosure or becomes part of the public domain through no wrongful act of the party receiving the confidential information, (b) information that was in the lawful possession of the receiving party prior to the disclosure without a confidentiality obligation, (c) information that was independently developed by the receiving party outside the scope of this Agreement, or (d) information that was disclosed to the receiving party by a third party who was in lawful possession of the information without a confidentiality obligation.

c. Information exchanged or received by RCCFC and Contractor pursuant to this Agreement may be subject to public disclosure in accordance with the provisions of the California Public Records Act (PRA). RCCFC agrees to provide notice to Contractor if Contractor's Proprietary Information is being requested under the PRA to allow the Contractor opportunity to seek protection in a court of competent jurisdiction.

11) **Warranty and Disclaimer.**

a. Limited Warranty for Services. Contractor shall use reasonable commercial efforts consistent with prevailing industry standards to maintain

the security of the Services as set forth in Contractor's then in effect published data and security policy and minimize errors and interruptions in the Services, provided that:

- i. RCCFC uses the Service and the Software strictly in accordance with the Documentation.
- ii. RCCFC pays all amounts due under this Agreement and is not in default of any provision of this Agreement, and
- iii. RCCFC makes no changes (nor permits any changes to be made other than by or with the express approval of Contractor) to the Software or Service.

In addition, RCCFC acknowledges that the Services may be temporarily unavailable for scheduled maintenance, for unscheduled emergency maintenance, or because of other causes beyond Contractor's reasonable control. Contractor will not be liable to RCCFC as a result of these temporary service interruptions.

b. Warranty Against Infringement. Contractor warrants and represents that the Service and the use of the Software for its intended purpose by RCCFC does not and will not infringe any patent, copyright or other intellectual property right of a third party nor misappropriate any trade secrets or other intellectual property of a third party.

c. DISCLAIMER OF WARRANTIES FOR SERVICES AND SOFTWARE. NEITHER CONTRACTOR NOR ITS SUPPLIERS OR SERVICE PROVIDERS WARRANT THAT THE SERVICES OR SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE, NOR DO THEY MAKE ANY WARRANTY ABOUT THE RESULTS THAT MAY BE OBTAINED BY USING THE SOFTWARE OR SERVICES. EXCEPT AS EXPRESSLY AND UNAMBIGUOUSLY PROVIDED IN SECTION 12 above, THE SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND CONTRACTOR, ITS SUPPLIERS AND SERVICE PROVIDERS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE,

INFORMATIONAL CONTENT, SYSTEM INTEGRATION, ENJOYMENT AND NONINFRINGEMENT. RCCFC'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THE WARRANTY DESCRIBED IN THIS SECTION WILL BE, IN THE DISCRETION OF CONTRACTOR, THE REPAIR OR REPLACEMENT OF THE SOFTWARE, OR A PRORATED REFUND OF THE FEES PAID BY RCCFC IF CONTRACTOR IS NOT ABLE TO REPAIR OR REPLACE THE SOFTWARE.

12) **Limitation of Liability.** THE AGGREGATE LIABILITY OF CONTRACTOR FOR DAMAGES RELATED TO THIS AGREEMENT, IF ANY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY OR ANY OTHER LEGAL THEORY, SHALL BE LIMITED TO THE AMOUNT PAID BY RCCFC TO CONTRACTOR UNDER THIS AGREEMENT OR \$7,000, WHICHEVER IS LESS. CONTRACTOR SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN INFORMED OF THE LIKELIHOOD OF SUCH DAMAGES. CONTRACTOR SHALL HAVE NO OBLIGATION OR LIABILITY WHATSOEVER FOR ANY BREACH OF SECURITY OR PRIVACY RELATING TO THE SERVICES, PROGRAM OR DATA THAT (A) IS NOT WITHIN THE SOLE CONTROL AND RESPONSIBILITY OF CONTRACTOR, OR (B) ARISES FROM ANY RECONFIGURATION, MODIFICATION, MISUSE OR ABUSE OF THE PROGRAM OR SERVICE BY RCCFC OR ITS AGENTS.

13) **General Provisions.**

a. **Entire Agreement of the Parties.** This Agreement supersedes any and all agreements, either written or oral, between the parties hereto with respect to the subject matter contained herein. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by either party, or anyone acting on behalf of either party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

- b. **Amendments.** Any amendment must be expressly set forth in writing and signed by both Contractor and RCCFC.
- c. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction or applicable state or federal law and their implementing regulations to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect.
- d. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- e. **Assignment.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties to it, and their respective heirs, legal representatives, successors and assigns. Neither party may assign any of his or her respective rights or delegate any of his or her respective duties hereunder without receiving the prior written consent of the other party.
- f. **Waiver.** The waiver of any provision, or of the breach of any provision, of this Agreement must be set forth specifically in writing and signed by the waiving party. Any such waiver shall not operate or be deemed to be a waiver of any prior or future breach of such provision or of any other provision.
- g. **No Third-Party Beneficiaries.** The obligations created by this Agreement shall be enforceable only by the parties hereto, and no provision of this Agreement is intended to, nor shall any provision be construed to, create any rights for the benefit of or enforceable by any third party.
- h. **Headings.** The subject headings of the articles and paragraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.
- i. **Counterparts.** This Agreement may be executed in one (1) or more counterparts, all of which together shall constitute only one (1) Agreement.
- j. **Survival.** All provisions of this Agreement relating to proprietary or confidential information rights, confidentiality, non-disclosure, or payment of prorated fees by

RCCFC shall survive the termination of this Agreement.

- k. Remedies. Unless otherwise specified herein, the rights and remedies of the parties set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to it at law or in equity.
- l. Enforceability. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.

- 14) Notices. Any notice provided pursuant to this Agreement, if specified to be in writing, shall be in writing and shall be deemed given (i) if by hand delivery, upon receipt thereof; or (ii) if mailed, three (3) business days after deposit in the U.S. mails, postage prepaid, return receipt requested. All notices shall be addressed to the parties at the

addresses set forth on the signature page hereof or at such other address as a party may from time to time designate in writing to the other parties. Electronic notification may be used if it is in addition to one of the two methods described above, in which case the notice shall be addressed to the following email addresses (or to such other email address as a party may from time to time designate in writing to the other parties): if to Contractor: contract-ops@navapbc.com and, if to RCCFC: tngraham@rivco.org.

IN WITNESS WHEREOF, COMMISSION and CONTRACTOR have executed this Agreement.

| Authorized Signature for COMMISSION:  | Authorized Signature for CONTRACTOR:  |
|---|---|
|                                    |  |
| Tammi Graham,<br>Executive Director   | Megan Ingram,<br>Director of Contracts and Authorized Signatory                   |
| Date Signed: 10/02/2025   | Date Signed: 10/02/2025   |
| 585 Technology Court<br>Riverside, CA 92507-2423  | 601 13 <sup>th</sup> Street Northwest, FL 12<br>Washington DC 20005               |
| APPROVED AS TO FORM SIGNATURE:<br> |   |
| Kristine Bell-Valdez<br>Supervising Deputy County Counsel   |   |
| Date Signed: 10/01/2025   |   |
| ATTEST SIGNATURE:<br>            |   |
| Lynn Stephens<br>Executive Assistant IV   |   |
| Date Signed: 10/02/2025   |   |

## EXHIBIT A

### SCOPE OF SERVICES, DELIVERABLE & PAYMENT SCHEDULE

#### Project Overview

This Scope of Work (SOW) outlines the framework for data sharing and collaboration between First 5 Riverside County (F5RC) and Nava PBC for the development and pilot of an AI-powered system designed to streamline the benefits application process. This project does not cover the broader County of Riverside systems or data and is limited to systems and data managed by F5RC.

The goal of the pilot is to develop and test an agentic AI system that supports the automatic completion of benefit applications across multiple programs. The system will work under human supervision, ensuring that navigators retain control at all critical decision points. The pilot implementation will involve F5RC's team and data systems, focusing on improving service delivery to the families they support.

Note: F5RC has a separate contract with Imagine LA; this MOU pertains solely to F5RC's collaboration with Nava PBC.

#### Project Phase Overview:

No Charge, Maximum Reimbursable Amount \$0

While the project timeline is intended to guide the progression of activities, it remains flexible and may be adjusted as necessary throughout the duration of the project. All changes to project activities or scheduling shall be made collaboratively and in consultation with F5RC. Notwithstanding this flexibility, all project activities must be completed no later than June 30, 2026, which shall serve as the final project end date.

| Phase  | Overall Project Activities  |
|--|---|
| <b>Development</b><br>October-December 2025              | <ul style="list-style-type: none"><li>● Build and test</li><li>● Pilot coordination</li><li>● Early pilot with staff</li><li>● Refine workflows</li></ul>                                 |
| <b>Pilot &amp; Scaling</b><br>December 2025 - March 2026 | <ul style="list-style-type: none"><li>● Demo with Google.org</li><li>● Monitor performance, measure usage, and iterate based on feedback</li><li>● Roll out pilot to more staff</li></ul> |
| <b>Analysis &amp; sharing out</b><br>April - May 2026    | <ul style="list-style-type: none"><li>● Analysis of findings and outcomes</li><li>● Dissemination via briefings and press coverage</li></ul>  |

## **First 5 Riverside County (F5RC) Responsibilities**

As the primary implementation partner for the pilot, F5RC will:

- **Data Provision & Access**

- Provide secure access to designated F5RC systems and documentation
- Facilitate technical integration with existing F5RC case management workflows
- Ensure data sharing complies with County security and privacy policies
- Live data use will remain subject to F5RC security protocols, anonymization where possible, and County IT oversight.

- **Pilot Participation**

- Assign staff for project management coordination and technical consultation capacity
- Recruit navigators/staff to participate in pilot testing
- Provide subject matter expertise related to relevant benefit programs
- Facilitate staff training and onboarding for AI tools
- The tool will connect to live Apricot360 data through approved extracts, reports, or Applicable Programming Interface (API) connections, and may also connect to other F5RC-owned databases (e.g., Hubbe, Salesforce, or successor systems) as mutually agreed in writing, provided such connections comply with County IT security standards.

- **User Research Support**

- Collaborate with Nava PBC team to recruit staff and families for ongoing user research and usability testing
- Support feedback sessions and system refinement processes
- Provide access to organizational outcome data for comprehensive evaluation

- **Integration Support**

- Collaborate on integrating AI tools into existing staff workflows
- Provide necessary technical configuration support
- Share program/organizational data for pilot evaluation (anonymized as appropriate)

| Data  | System            | Access needed                   | Purpose   |
|---|-------------------|---------------------------------|---|
| Sandbox/test environment credentials arranged with the vendor/state: Form | BenefitsCal       | Test user access                | Testing environment to train and test AI capabilities   |
| Home Visiting & Family Resource Center (FRC) Intake Data (anonymized)     | Apricot360        | Read                            | Improve understanding of family needs assessment process  |
| Record SSP client conversations   | Recording         | Client-driven consent to record | Learn natural conversation flow patterns to improve AI assistance (Recordings of SSP client conversations, or staff-led demonstration and role-play sessions simulating client interactions, may be used to learn natural conversation flow patterns and improve AI assistance. All such recordings require prior consent (from clients or staff participants, as applicable), will be stored only on approved servers, and will be deleted within a defined timeframe. Staff demonstration and role-play sessions may also be used to provide feedback on real-world application and usage). |
| Apricot 360 AWS data warehouse details                                    | Apricot 360 & AWS | Read                            | Make sure Nava PBC's software could integrate with Riverside's systems. Nava PBC will be provided access to the existing sandbox environment for development and testing.   |

### Systems Integration Components

- Secure API connections between relevant F5RC systems and AI submission agent during pilot period
- Connections limited to F5RC-controlled systems, configured with County IT oversight and in compliance with County security standards
- F5RC may arrange and develop partnerships with community providers and County departments where applicable to support implementation
- Real-time monitoring and audit logging of all AI submission agent actions during the pilot period

## EXHIBIT B

### DATA TRANSFER UPON EXPIRATION OR TERMINATION OF AGREEMENT

The Parties acknowledge and accept the fact that they both have an interest in the orderly transfer of RCCFC data upon the termination of this Agreement, either as a result of one party's exercise of its termination rights under Paragraph 9 of this Agreement, or upon the expiration of the contract term. Therefore, the Parties hereby agree to the following:

1. **Data Transition Plan.** Upon notification of termination as set forth in Paragraph 9, Contractor will develop and deliver a transition plan to RCCFC within fifteen (15) days. The transition plan shall include a timeline listing key transition events and activities, including the tasks described below.
2. **Data Transfer.**
  - 2.1. Contractor shall assign key personnel and provide information to manage the contract close-out process and data transfer. Contractor shall respond to RCCFC inquiries within 24 hours.
  - 2.2. Contractor shall provide a detailed data directory, including, but not limited to the names and descriptions of various tables and their contents/fields; relationship between fields; and additional details such as the type of length of each data element.
3. **Data Sharing and Return.**
  - 3.1. Any data extracted by CONTRACTOR from RCCFC shall be treated as confidential. Upon contract termination or at the request of RCCFC, all such data obtained by CONTRACTOR must be promptly returned to RCCFC and permanently deleted from CONTRACTOR's systems. CONTRACTOR shall ensure that no copies, backups, or derivatives of RCCFC's data are retained beyond the point of return, maintaining strict compliance with data privacy and security requirements. Documentation of the data deletion and return process shall be provided to RCCFC upon completion.

Within seven (7) days of the end of the contract, CONTRACTOR shall confirm data has been permanently deleted from CONTRACTOR's system.