

ATTACHMENT I:

**COUNTY-BASED TARGETED CASE MANAGEMENT MEMORANDUM OF
UNDERSTANDING TEMPLATE**

COVER PAGE

Memorandum of Understanding

between Molina Healthcare of California and County of Riverside, on behalf of Riverside University Health System – Public Health

This Memorandum of Understanding ("MOU") is entered into by Molina Healthcare of California ("MCP") and County of Riverside, a political subdivision of the State of California, on behalf of Riverside University Health System – Public Health, a *Local Government Agency County-based Targeted Case Management Program* ("LGA TCM Program"), effective as of the date of execution, __ ("Effective Date"). LGA TCM Program is a county program that delivers Targeted Case Management ("TCM") services to limited federally approved target populations. TCM services encompassed in this MOU are distinct from TCM services provided as a component of Specialty Mental Health Services. LGA TCM Program, MCP, and MCP's relevant Subcontractors and/or Downstream Subcontractors are referred to herein as a "Party" and collectively as "Parties."

WHEREAS, MCP is required under the Medi-Cal Managed Care Contract, Exhibit A, Attachment III, to enter into this MOU, a binding and enforceable contractual agreement, to ensure that Medi-Cal beneficiaries enrolled, or eligible to enroll, in MCP and who are or who may be eligible for TCM services encompassed in this MOU as part of a target population in the federally-approved TCM State Plan Amendments ("Members") are able to access and/or receive services in a coordinated manner from MCP and LGA TCM Program; and

WHEREAS, the Parties desire to ensure that Members receive services available through LGA TCM Program in a coordinated manner and to provide a process to continuously evaluate the quality of care coordination provided.

In consideration of the mutual agreements and promises hereinafter, the Parties agree as follows:

1. Definitions. Capitalized terms have the meaning ascribed by MCP's Medi-Cal Managed Care Contract with the California Department of Health Care Services ("DHCS"), unless otherwise defined herein. The Medi-Cal Managed Care Contract is available on the DHCS webpage at www.dhcs.ca.gov.

a. "MCP Responsible Person" means the person designated by MCP to oversee MCP coordination and communication with LGA TCM Program, facilitate quarterly meetings in accordance with Section 9 of this MOU, and ensure MCP's compliance with this MOU as described in Section 4 of this MOU. It is recommended that this person be in a leadership position with decision-making authority and authority to effectuate improvements in MCP practices.

b. "MCP-TCM Liaison" means MCP's designated point of contact responsible for acting as the liaison between MCP and LGA TCM Program as described in Section 4 of this MOU. The MCP-TCM Liaison must ensure the appropriate communication and

care coordination are ongoing between the Parties, facilitate quarterly meetings in accordance with Section 9 of this MOU, and provide updates to the MCP Responsible Person and/or MCP compliance officer as appropriate.

c. "LGA TCM Program Responsible Person" means the person designated by LGA TCM Program to oversee coordination and communication with MCP, facilitate quarterly meetings in accordance with Section 9 of this MOU, and ensure LGA TCM Program's compliance with this MOU as described in Section 5 of this MOU. It is recommended that this person be in a leadership position with decision-making authority and authority to effectuate improvements in LGA TCM Program practices.

d. "LGA TCM Program Liaison" means LGA TCM Program's designated point of contact responsible for acting as the liaison between MCP and LGA TCM Program as described in Section 5 of this MOU. The LGA TCM Program Liaison should ensure the appropriate communication and care coordination are ongoing between the Parties, facilitate quarterly meetings in accordance with Section 9 of this MOU, and provide updates to the LGA TCM Program Responsible Person as appropriate.

e. "LGA TCM Program Services" means those services provided by LGA TCM Program that meet the requirements set forth in Cal. Code Regs. Tit. 22, Section 51351(a).

2. Term. This MOU is in effect as of the Effective Date and continues for a term of *five years*] or as amended in accordance with Section 14.f of this MOU.

3. Services Covered by This MOU. This MOU governs the coordination between LGA TCM Program and MCP for the delivery of care and services for Members who reside in LGA TCM Program's jurisdiction and may be eligible for services provided, made available, or arranged for by LGA TCM Program.

4. MCP Obligations.

a. **Provision of Covered Services.** MCP is responsible for authorizing Medically Necessary Covered Services and coordinating care for Members provided by MCP's Network Providers and other providers of carve-out programs, services, and benefits.

b. **Oversight Responsibility.** The Director of Healthcare Services, the designated MCP Responsible Person listed in Exhibit A of this MOU, is responsible for overseeing MCP's compliance with this MOU. The MCP Responsible Person must:

i. Meet at least quarterly with LGA TCM Program, as required by Section 9 of this MOU;

ii. Report on MCP's compliance with the MOU to MCP's compliance officer no less frequently than quarterly. MCP's compliance officer is responsible for MOU compliance oversight reports as part of MCP's compliance program and must address any compliance deficiencies in accordance with MCP's compliance program policies;

iii. Ensure there is sufficient staff at MCP to support compliance with and management of this MOU;

iv. Ensure the appropriate levels of MCP leadership (i.e., persons with decision-making authority) are involved in implementation and oversight of the MOU engagements and ensure the appropriate levels of leadership from LGA TCM Program are invited to participate in the MOU engagements, as appropriate;

v. Ensure training and education regarding MOU provisions are conducted annually for MCP's employees responsible for carrying out activities under this MOU, and as applicable for Subcontractors, Downstream Subcontractors, and Network Providers; and

vi. Serve, or may designate a person at MCP to serve, as the MCP-TCM Liaison, the point of contact and liaison with LGA TCM Program. The MCP-TCM Liaison is listed in Exhibit A of this MOU. MCP must notify LGA TCM Program of any changes to the MCP-TCM Liaison in writing as soon as reasonably practical but no later than the date of change and must notify DHCS within five Working Days of the change.

c. **Compliance by Subcontractors, Downstream Subcontractors, and Network Providers.** MCP must require and ensure that its Subcontractors, Downstream Subcontractors, and Network Providers, as applicable, comply with all applicable provisions of this MOU.

5. LGA TCM Program Obligations.

a. **Provision of Services.** LGA TCM Program is responsible for services that will assist Members in gaining access to needed medical, social, educational, or other services per Title 42 CFR Section 440.169 provided or made available by LGA TCM Program and applicable TCM State Plan Amendments, the TCM Provider Manual, Policy and Procedure Letters, and the Annual Participation Prerequisite (APP) submitted by LGA TCM Programs to DHCS.

b. **Oversight Responsibility.** The Public Health Fiscal Principal Accountant, the designated LGA TCM Program Responsible Person, listed in Exhibit B of this MOU, is responsible for overseeing LGA TCM Program's compliance with this MOU. The LGA TCM Program Responsible Person serves, or may designate a person to serve, as the designated LGA TCM Program Liaison, the point of contact and liaison with MCP. The LGA TCM Program Liaison is listed in Exhibit B of this MOU. LGA TCM Program must notify MCP of changes to the LGA TCM Program Liaison as soon as reasonably practical but no later than the date of change, except when such prior notification is not possible, in which case, such notice should be provided within five working days of the change.

c. **Assessments and Care Plans.** LGA TCM Program is responsible for conducting comprehensive assessments and periodic reassessments for LGA TCM Program-eligible Members, and for the development and revision of LGA TCM Program's Member care plans based on such assessments related to LGA TCM Program Services.

i. LGA TCM Program's Member assessments shall determine the need for any medical, educational, social, or other service.

ii. Based on the assessment, LGA TCM Program's Member care plans must specify the goals for providing LGA TCM Program's services to the eligible

Member, and the services and actions necessary to address the Member's medical, social, educational, or other service needs.

iii. LGA TCM Program must share Member care plans for Members receiving LGA TCM Program Services with MCP upon MCP's request.

6. Training and Education.

a. To ensure compliance with this MOU, MCP must provide training and orientation for its employees who carry out responsibilities under this MOU and, as applicable, for MCP's Network Providers, Subcontractors, and Downstream Subcontractors who assist MCP with carrying out MCP's responsibilities under this MOU. The training must include information on MOU requirements, what services are provided or arranged for by each Party, and the policies and procedures outlined in this MOU. For persons or entities performing these responsibilities as of the Effective Date, MCP must provide this training within *60 Working Days* of the Effective Date. Thereafter, MCP must provide this training prior to any such person or entity performing responsibilities under this MOU and to all such persons or entities at least annually thereafter. MCP must require its Subcontractors and Downstream Subcontractors to provide training on relevant MOU requirements and LGA TCM Program Services to its Network Providers.

b. In accordance with health education standards required by the Medi-Cal Managed Care Contract, MCP must provide Members and Network Providers with educational materials related to accessing Covered Services, including for services provided by LGA TCM Program.

c. MCP must provide LGA TCM Program, Members, and Network Providers with training and/or educational materials on how MCP's Covered Services and any carved-out services may be accessed, including during nonbusiness hours.

7. Eligibility Screening and Referrals to LGA TCM Program and MCP. The Parties must work collaboratively to develop policies and procedures that ensure Members are referred to LGA TCM Program where LGA TCM Program offers services that are more intensive, extensive and specialized than what MCP offers its Members through Complex Care Management ("CCM"), other care management programs, or Community Supports. Members who meet Enhanced Care Management ("ECM") Population of Focus ("POF") criteria¹ should be enrolled in ECM and may not be enrolled in ECM and LGA TCM Program at the same time (except as described in Section 7.f below).

a. LGA TCM Program must refer Members, including all Members eligible for ECM, to MCP for MCP's Covered Services, such as ECM, CCM, other care

¹ CalAIM Enhanced Care Management Policy Guide, available at <https://www.dhcs.ca.gov/CalAIM/ECM/Pages/Resources.aspx>.

management programs, and any Community Supports that MCP offers for which Members may qualify.

b. The Parties must facilitate referrals to LGA TCM Program for LGA TCM Program-eligible Members who are ineligible for ECM (i.e., do not meet the ECM POF criteria) and who may potentially meet the criteria for LGA TCM Program Services. The Parties must ensure LGA TCM Program has procedures for accepting referrals from MCP or responding to referrals where LGA TCM Program cannot accept additional Members. MCP must refer Members using a patient-centered, shared decision-making process.

c. To the extent LGA TCM Program or the agency housing the TCM Program is a contracted ECM Provider, MCP is encouraged to contract with LGA TCM Program or the agency housing the TCM Program as an ECM Provider. If LGA TCM Program is an ECM Provider pursuant to a separate agreement between MCP and LGA TCM Program for ECM services, this MOU does not govern LGA TCM Program's provision of ECM services.

d. LGA TCM Program may continue providing LGA TCM Program Services to Members who are ineligible for ECM, but remain eligible for LGA TCM Program Services.

e. MCP and LGA TCM Program must coordinate to ensure the non-duplication of Member services in LGA TCM Program and CCM, other care management programs and Community Supports as well as ensure the non-duplication of Member enrollment in LGA TCM Program and ECM (except as described in Section 7.f below). MCP must notify LGA TCM Program of any Members enrolled in CCM, other care management programs, Community Supports, and ECM on a timeline agreed to by both parties.

f. During the period from July 1, 2024, through June 30, 2025, Members who are receiving LGA TCM Program Services for (1) addressing a communicable disease or (2) the sole purpose of receiving home visiting programs to support the healthy development and well-being of children and families may be in both ECM and LGA TCM Program. The ECM Provider must remain primarily responsible for the overall coordination across the physical and behavioral health delivery systems and social supports. As of July 1, 2025, Members who fall under one of the two exceptions set forth above, who meet ECM POF criteria, should be enrolled in ECM and can no longer be enrolled in both ECM and LGA TCM Program Services.

g. For the small number of Members receiving both LGA TCM Program services and ECM services as of the July 1, 2024, policy change effective date, the Member may (1) choose to remain enrolled in both programs until their care plan goals are achieved, (2) choose to transition care management entirely to their LGA TCM Program, or (3) choose to transition their care management entirely to the ECM Provider. MCP will remain responsible for ensuring non-duplication of services in these scenarios.

Closed Loop Referrals. By July 1, 2025, the Parties must develop a process to implement DHCS guidance regarding closed loop referrals to applicable Community Supports, ECM benefits, and/or community-based resources, as referenced in the CalAIM Population Health Management Policy Guide,² DHCS All Plan Letter (“APL”) 22-024, or any subsequent version of the APL, and as set forth by DHCS through an APL or other, similar guidance. The Parties must work collaboratively to develop and implement a process to ensure that MCP and LGA TCM Program comply with the applicable provisions of closed loop referrals guidance within 90 Working Days of issuance of this guidance. The Parties must establish a system that tracks cross-system referrals and meets all requirements as set forth by DHCS through an APL or other, similar guidance.

8. Coordination and Collaboration Between MCP and LGA TCM Program.

a. The Parties must adopt policies and procedures, within 120 days after the execution of this MOU, for coordinating Members’ access to care and services that incorporate all the requirements set forth in this MOU.

b. The Parties must discuss and address care coordination issues for specific Members or barriers to care coordination efforts at least quarterly.

c. MCP and LGA TCM Program must have policies and procedures in place to maintain collaboration and to identify strategies to monitor and assess the effectiveness of this MOU.

d. MCP must access and review the Monthly Plan Data Feed files in order to identify Members receiving LGA TCM Program Services and to coordinate with LGA TCM Program to ensure non-duplication of services.

e. For Members receiving LGA TCM Program Services, MCP must notify the Member’s Primary Care Provider (“PCP”) that the Member is receiving LGA TCM Program Services and will provide contact information for the Member’s PCP, ECM Provider, and any other MCP case manager to the LGA TCM Program Liaison.

f. MCP must provide to the LGA TCM Program Liaison and other LGA TCM Program staff, as provided by the LGA TCM Program Liaison, information (including name and date of birth) on Members receiving LGA TCM Program Services, as applicable, that identifies Members’ Medically Necessary social support needs relative to eligibility for LGA TCM Program Services.

9. Quarterly Meetings.

a. The Parties must meet as frequently as necessary to ensure proper oversight of this MOU, but not less frequently than quarterly, in order to address care coordination, Quality Improvement (“QI”) activities, QI outcomes, systemic and case-

² CalAIM Population Health Management Policy Guide, available at <https://www.dhcs.ca.gov/CalAIM/Pages/PopulationHealthManagement.aspx>.

specific concerns, and communication with others within their organizations about such activities. These meetings may be conducted virtually.

b. Within 30 Working Days after each quarterly meeting, MCP must post on its website the date and time the quarterly meeting occurred and, as applicable, distribute to meeting participants a summary of any follow-up action items or changes to processes that are necessary to fulfill MCP's obligations under the Medi-Cal Managed Care Contract and this MOU.

c. MCP must invite the LGA TCM Program Responsible Person and appropriate LGA TCM Program executives to participate in MCP quarterly meetings to ensure appropriate committee representation, including a local presence, and to discuss and address care coordination and MOU-related issues. Subcontractors and Downstream Subcontractors should be permitted to participate in these meetings, as appropriate.

d. MCP must report to DHCS updates from quarterly meetings in a manner and at a frequency specified by DHCS.

e. **Local Representation.** MCP must participate, as appropriate, in meetings or engagements to which MCP is invited by LGA TCM Program, such as local county meetings, local community forums, and LGA TCM Program engagements, to collaborate with LGA TCM Program in equity strategy and wellness and prevention activities.

10. Quality Improvement. The Parties must develop QI activities specifically for the oversight of the requirements of this MOU, including, without limitation, any applicable performance measures and QI initiatives, including those to prevent duplication of services, as well as reports that track referrals, Member engagement, and service utilization. MCP must document these QI activities in its policies and procedures.

11. Data Sharing and Confidentiality. The Parties must implement policies and procedures to ensure that the minimum necessary Member information and data for accomplishing the goals of this MOU are exchanged timely and maintained securely and confidentially and in compliance with the requirements set forth below. The Parties must share information in compliance with applicable law, which may include the Health Insurance Portability and Accountability Act and its implementing regulations, as amended ("HIPAA"), 42 Code of Federal Regulations Part 2, and other State and federal privacy laws.

a. **Data Exchange.** MCP must, and LGA TCM Program is encouraged to, share the minimum necessary data and information to facilitate referrals and coordinate care under this MOU. The Parties must have policies and procedures for supporting the timely and frequent exchange of Member information and data, which may include

behavioral health and physical health data; for ensuring the confidentiality of exchanged information and data; and, if necessary, for obtaining Member consent. The minimum necessary information and data elements to be shared as agreed upon by the Parties are set forth in Exhibit C of this MOU. The Parties must annually review and, if appropriate, update Exhibit C of this MOU to facilitate sharing of information and data. For additional information see the CalAIM Data Sharing Authorization Guidance.³

b. **Interoperability.** MCP must make available to Members their electronic health information held by MCP pursuant to 42 Code of Federal Regulations Section 438.10 and in accordance with APL 22-026 or any subsequent version of the APL. MCP must make available an application programming interface that makes complete and accurate Network Provider directory information available through a public-facing digital endpoint on MCP's website pursuant to 42 Code of Federal Regulations Sections 438.242(b) and 438.10(h).

12. Dispute Resolution.

a. The Parties must agree to dispute resolution procedures such that in the event of any dispute or difference of opinion regarding the Party responsible for service coverage arising out of or relating to this MOU, the Parties must attempt, in good faith, to promptly resolve the dispute mutually between themselves. MCP must, and LGA TCM Program should, document the agreed-upon dispute resolution procedures in policies and procedures. Pending resolution of any such dispute, the Parties must continue without delay to carry out all their responsibilities under this MOU, including providing Members with access to services under this MOU, unless this MOU is terminated. If the dispute cannot be resolved within 15 Working Days of initiating such dispute or such other period as may be mutually agreed to by the Parties in writing, either Party may pursue its available legal and equitable remedies under California law.

b. Disputes between MCP and LGA TCM Program that cannot be resolved in a good faith attempt between the Parties must be forwarded by MCP or LGA TCM Program to DHCS. Until the dispute is resolved, the Parties may agree to an arrangement satisfactory to both Parties regarding how the services under dispute will be provided.

c. Nothing in this MOU or provision constitutes a waiver of any of the government claim filing requirements set forth in Title I, Division 3.6, of the California Government Code or as otherwise set forth in local, State, or federal law.

³ CalAIM Data Sharing Authorization Guidance, available at:

<https://www.dhcs.ca.gov/dataandstats/Pages/DHCS-Data-Exchange-and-Data-Sharing.aspx>.

13. Equal Treatment. Nothing in this MOU is intended to benefit or prioritize Members over persons served by LGA TCM Program who are not Members. Pursuant to Title VI, 42 United States Code Section 2000d, et seq., LGA TCM Program cannot provide any service, financial aid, or other benefit to an individual that is different, or is provided in a different manner, from that provided to others by LGA TCM Program. This Section 13 does not diminish the responsibility of LGA TCM Program and MCP to assure adequate administrative capacity, network capacity, and timely services to Members in accordance with existing standards.

14. General.

- a. **MOU Posting.** MCP must post this executed MOU on its website.
- b. **Documentation Requirements.** MCP must retain all documents demonstrating compliance with this MOU for at least 10 years as required by the Medi-Cal Managed Care Contract. If DHCS requests a review of any existing MOU, MCP must submit the requested MOU to DHCS within 10 Working Days of receipt of the request.
- c. **Notice.** Any notice required or desired to be given pursuant to or in connection with this MOU must be given in writing, addressed to the noticed Party at the Notice Address set forth below the signature lines of this MOU. Notices must be (i) delivered in person to the Notice Address; (ii) delivered by messenger or overnight delivery service to the Notice Address; (iii) sent by regular United States mail, certified, return receipt requested, postage prepaid, to the Notice Address; or (iv) sent by email, with a copy sent by regular United States mail to the Notice Address. Notices given by in-person delivery, messenger, or overnight delivery service are deemed given upon actual delivery at the Notice Address. Notices given by email are deemed given the day following the day the email was sent. Notices given by regular United States mail, certified, return receipt requested, postage prepaid, are deemed given on the date of delivery indicated on the return receipt. The Parties may change their addresses for purposes of receiving notice hereunder by giving notice of such change to each other in the manner provided for herein.
- d. **Delegation.** MCP may delegate its obligations under this MOU to a Fully Delegated Subcontractor or Partially Delegated Subcontractor as permitted under the Medi-Cal Managed Care Contract, provided that such Fully Delegated Subcontractor or Partially Delegated Subcontractor is made a Party to this MOU. Further, MCP may enter into Subcontractor Agreements or Downstream Subcontractor Agreements that relate directly or indirectly to the performance of MCP's obligations under this MOU. Other than in these circumstances, MCP cannot delegate the obligations and duties contained in this MOU.
- e. **Annual Review.** MCP must conduct an annual review of this MOU to determine whether any modifications, amendments, updates, or renewals of responsibilities and obligations outlined within are required. MCP must provide DHCS evidence of the annual review of this MOU as well as copies of any MOU modified or renewed as a result.

f. **Amendment.** This MOU may only be amended or modified by the Parties through a writing executed by the Parties. However, this MOU is deemed automatically amended or modified to incorporate any provisions amended or modified in the Medi-Cal Managed Care Contract, or as required by applicable law or any applicable guidance issued by a State or federal oversight entity.

g. **Termination.** Either Party may terminate this MOU if (1) the MCP no longer provides services in the LGA TCM Program's jurisdiction or (2) the LGA TCM Program withdraws from the LGA TCM Program. The Parties must provide each other with prior written notice of such termination.

h. **Governance.** This MOU is governed by and construed in accordance with the laws of the State of California.

i. **Independent Contractors.** No provision of this MOU is intended to create, nor is any provision deemed or construed to create, any relationship between LGA TCM Program and MCP other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this MOU. Neither LGA TCM Program nor MCP, nor any of their respective contractors, employees, agents, or representatives, is construed to be the contractor, employee, agent, or representative of the other.

j. **Counterpart Execution.** This MOU may be executed in counterparts, signed electronically and sent via PDF, each of which is deemed an original, but all of which, when taken together, constitute one and the same instrument.

k. **Superseding MOU.** This MOU constitutes the final and entire agreement between the Parties and supersedes any and all prior oral or written agreements, negotiations, or understandings between the Parties that conflict with the provisions set forth in this MOU. It is expressly understood and agreed that any prior written or oral agreement between the Parties pertaining to the subject matter herein is hereby terminated by mutual agreement of the Parties.

l. **Insurance.** Throughout the term of this MOU, the Parties shall maintain, at its sole cost and expense, insurance coverage they deem is prudent and customary in the exercise of their business operations, in amounts as maybe necessary to protect themselves and their officers, agents and employees, as applicable, in the discharge of their responsibilities and obligations under this MOU.

m. **Compensation.** Each Party shall bear its own costs and expenses related to its activities under this MOU.

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The Parties represent that they have authority to enter into this MOU on behalf of their respective entities and have executed this MOU as of the Effective Date.

Molina Healthcare of California, Inc.



Signature:

Name: Abbie Totten

Title: Plan President

**Notice Address: 200 Oceangate
Long Beach, CA 90802**

**County of Riverside, a political
subdivision of the State of California,
on behalf of Riverside University
Health System – Public Health**

Signature: *Kim Saruwatari*

Name: Kim Saruwatari

Title: Director of Public Health

**Notice Address: 4065 County Circle Drive,
Riverside, CA 92503**

APPROVE AS TO FORM:

Minh C. Tran

County Counsel

By: 

Esen Sainz

Deputy County Counsel

Exhibits A

MCP Liaisons

<u>Liaisons/Program</u>	<u>MCP Liaison/Title</u>
Targeted Case Management Program	Martin, Janelyn Title: Director, Healthcare Services Email: Janelyn.Martin@molinahealthcare.com

Exhibit B

Agency Liaisons

<u>Liaisons/Program</u>	<u>LGA Program Liaison/Title</u>
<u>Agency Responsible Person</u>	Yadira Romo Branch Chief, Fiscal Yromo@ruhealth.org
<u>Agency Liaison</u>	Jennfer Grefaldeo LGA, PH Fiscal Principal Accountant J.Grefaldeo@ruhealth.org

Exhibit C
Data Elements

- a. MCP and LGA TCM Program must share the following data elements:
- i. Member demographic information;
 - ii. Behavioral and physical health information;
 - iii. MEDS ID;
 - iv. LGA name;
 - v. Program type;
 - vi. Encounter number;
 - vii. Date of service;
 - viii. California ID number; and
 - ix. Known changes in condition that may adversely impact the Member's health and/or welfare and that are relevant to the services.
- b. Data exchange and storage
- i. Data Exchange. The parties agree to exchange Data using mutually agreed-upon methods, which may include but are not limited to secure file transfers, application programming interfaces (APIs), web services, or other electronic data interchange methods. The chosen method shall ensure the security, integrity, and confidentiality of the Data. Both parties acknowledge that the technologies and methodologies for Data transfer may change over the term of this Agreement. The parties agree to cooperate in implementing new technologies and methods for Data transfer as they become available and are mutually agreed upon, provided such technologies maintain or enhance the current level of Data security and integrity. Both parties will agree upon the format, file type, and data elements for data exchange.
 - ii. Data Storage/Data Management. The parties data is stored, processed and transmitted in a secure manner. A. General. The parties shall be responsible for information technology (IT) cybersecurity for all systems that process, store, or transmit Organization data, regardless of location. This section is applicable to all or any part of the contract that includes information technology resources or services for which the parties have physical or electronic access to the parties data. The term information technology, as used in this Agreement, means any equipment, including telecommunications equipment that is used in the automatic acquisition, storage, manipulation, management, control, display, switching, interchange, transmission, or reception of data or information.
 - iii. Both parties agree to purge/remove data if it is no longer needed or the end of the contract.

- iv. Cybersecurity Plan. Both parties shall establish, implement, and maintain a Cybersecurity Plan. This plan shall describe the processes and procedures that will be followed to ensure the appropriate security of IT resources that are developed, processed, or used under this contract. The parties agree to a Cybersecurity Plan shall comply with applicable laws, NIST, and HIPAA security requirements and frameworks.
- v. IT Audit. Both parties shall afford reasonable and timely access to facilities, installations, operations, documentation, databases, IT systems and devices, and personnel used in performance of the contract, regardless of the location, not more than once annually, except that such access shall be granted jointly at any time in case of a data breach affecting the parties. Access shall be provided to the extent required, the party's sole discretion, to conduct an inspection, evaluation, investigation or audit, including vulnerability testing to safeguard against threats and hazards to the integrity, availability, and confidentiality of the party's data or to the function of information technology systems operated on behalf the parties, and to preserve evidence of computer crime. This information shall be available to the parties upon request. In lieu of an annual audit, the party's may provide written documentation of its compliance with the Cybersecurity Plan or the underlying frameworks documented therein, prepared by a third-party.