

Data Sharing Memorandum of Agreement

Between

Blue Cross and Blue Shield of North Carolina, and

[County Department of Social Services/Human Services Agency], and

North Carolina Department of Health and Human Services, Division of Health Benefits

This Data Sharing Memorandum of Agreement (MOA) between the North Carolina Department of Health and Human Services, Division of Health Benefits (DHB), Chatham County, and Blue Cross and Blue Shield of North Carolina (the Plan) (each a Party and collectively referred to as the Parties) establishes the agreement between the Parties regarding the County's access to, use, and disclosure of all confidential data and information provided by the Plan related to its performance under the Children and Families Specialty Plan (CFSP) contract #30-2024-001-DHB with DHB.

1. Purpose and Scope. The purpose of this MOA is to:
 - a. Identify certain roles and responsibilities for each Party as it relates to the sharing and use of all confidential DHB data and information provided by the Plan to the County in connection with the administration of the CFSP pursuant to Contract #30-2024-001-DHB with DHB. For purposes of this MOA, data includes CFSP member data accessible via NC CarePoints Connect (NC CPC), the Plan's Care Management Platform and may include such other data that DHB directs the Plan to provide related to its performance under the CFSP contract.
 - b. Identify the information technology process and systems and authority pertaining to the data provided by the Plan to the County, and received by the County from the Plan, to ensure compliance with all applicable federal and state laws, regulations, standards and policies regarding the confidentiality, privacy, and security of this data.
 - c. Allow the County to access and utilize DHB data provided by the Plan for purposes of administering North Carolina's public assistance and public service programs and to optimize the care and safety of children in North Carolina's Child Welfare System (NC Child Welfare System).
2. Background: DHB awarded the Children and Families Specialty Plan contract to the Plan. The CFSP is a single, statewide NC Medicaid Managed Care health plan designed to support beneficiaries currently and formerly served by NC Child Welfare System in receiving seamless, integrated and coordinated health care including those related to physical health, behavioral health, Intellectual/

Developmental Disability (I/DD), Long Term Services and Supports (LTSS), pharmacy services and unmet health-related resource needs. Each County Department of Social Services (DSS) is an important partner and stakeholder under the CFSP given its role in the NC Child Welfare system. As part of its role in administering the NC Child Welfare system, the County requires access to certain data pertaining to CFSP beneficiaries. The Parties agree to work cooperatively to ensure that DHB data is available to the County for purposes of administering the NC Child Welfare System and that the County accesses and utilizes DHB data in accordance with applicable federal and state laws, regulations, standards and policies governing the privacy and security for the data and the terms of this MOA.

3. Authority of Parties: DHB is the division of DHHS responsible for the day-to-day operations of NC Medicaid and is a covered entity under HIPAA. The Plan is a business associate of DHB for the purpose of administering the CFSP. The County is a subdivision of the State and is a public health authority or other appropriate government authority authorized by law to receive reports of child abuse or neglect. This MOA is authorized under 45 CFR 164.512(b)(ii), N.C.G.S. 108A-25, 108A-54, 153A-11, 7B-300, and Article 13 of Chapter 153A of the North Carolina General Status, and the implementing regulations or rules of these laws, if any.
4. Roles and Responsibilities
 - a. DHB authorizes the Plan to provide County with access to CFSP member data and information maintained in NC CPC. DHB is authorizing the disclosure of this data to the County for the County's administration and operation of public assistance programs.
 - b. The Plan shall:
 - i. Provide the County with access to CFSP member data and information maintained in NC CPC.
 - ii. Provide such information securely via Access control mechanisms and related procedures, including but not limited to the access and security protocols implemented by the Plan and any other applicable requirements.
 - iii. Work cooperatively with the County regarding County employee and contractor access to DHB data and NC CPC in compliance with this MOA and applicable law.
 - c. The County shall:
 - i. Keep the data confidential and secure at all times and maintain data in accordance with all applicable federal and state laws,

regulations, standards and policies governing the data and in accordance with the terms of this MOA.

- ii. Grant access to the DHB data through NC CPC only to appropriately authorized County employees and contractors whose job responsibilities require access to the DHB data.
- iii. Ensure DHB data is available only to those persons authorized by law and this MOA to access and use the data.
- iv. Ensure NC CPC is accessed only by person authorized by law and this MOA to access the data and system.
- v. Ensure that any County contractor granted access to NC CPC and/or DHB data is provided a copy of this MOA and signs a written agreement with the County acknowledging receipt of the copy and agrees to comply with the terms of this MOA and all applicable laws and policies as it relates to the contractor's access to the data and/or NC CPC.
- vi. Maintain a current list of employees and contractors authorized to access and utilize the DHB Data provided by the Plan pursuant to this MOA, and to provide the Plan and/or DHB with a copy of that list upon written request by the Plan and/or DHB.
- vii. Submit, when requested by the Plan and/or DHB, a written certification that continuous security monitoring has been performed in accordance with applicable requirements. Additionally, the County will submit a written certification that all mainframe and network device configurations supporting the County environment is compliant with all applicable requirements. This certification will be provided to the Plan and/or DHB with supporting evidence, such as a recent vulnerability scan.
- viii. Work cooperatively with the Plan regarding County employee or contractor access to the Platform and compliance with this MOA and applicable law.
- ix. Be responsible for supervision of its own employees and contractors.

- 5. Access Control. The County shall be responsible for reviewing, approving, delegating and monitoring access by County employees and any contractors to the Platform and data in accordance with the terms of this MOA. The County shall limit access to the Platform and data to only those County case workers assigned to the member and the DSS Director or designee. The County must adhere to any written standard or guidelines provided by the Plan regarding management and implementation of access controls and access to the Platform.

The County must terminate access privileges to DHB Data for County employees and contractors immediately when their employment has been terminated or their job responsibilities no longer require access. In addition, the County must adhere to the State's current access control policy found here:

<https://it.nc.gov/documents/statewide-policies/scio-access-control/download?attachment> . For any conflict between the Plan's access control policy and the State's policy, the State's policy shall take precedence.

6. Confidentiality and Security. The Parties acknowledge and agree that the Data which the Plan discloses to the County shall be classified as, and shall remain, DHB Data or State Data. At no time will the data provided by the Plan ever be classified as County data. The County acknowledges and agrees that in accessing, receiving, utilizing or otherwise handling the DHB Data it will safeguard and not use or disclose such data except as provided in this MOA or required by law. The County acknowledges and agrees that some of the data elements included within the DHB data can be classified as identifying information within the meaning of N.C.G.S. 14-113.20(b). In addition, the combination of certain data elements could classify the data elements as personal information within the meaning of N.C.G.S. 75-61(10) and that the unauthorized disclosure, misuse, or loss of these certain data elements could subject the County to security breach notification requirements.

The County shall protect the confidentiality and security of the data in accordance with applicable federal and North Carolina laws regulations, standards and guidelines, including, but not limited to the following:

- a. Medicaid, 42 U.S.C. 1396(a)(7)
- b. 42 CFR Part 431.300-307
- c. Health Information Portability and Accountability Act 45 CFR Part 160 and Subparts A, C, and E of Part 164
- d. N.C.G.S. 108A-80 and implementing rules
- e. North Carolina Identity Theft Protection Act, N.C.G.S. 75-60 et seq. and 132-1.10 and any implementing rules
- f. National Institute of Standards and Technology guidelines
- g. N.C.G.S. 7B-302

In accordance with applicable federal and North Carolina statutes, regulations, standards, and policies, the County shall use appropriate physical and technological security safeguards to prevent re-disclosure of DHB Data, and to protect DHB data in paper and/or electronic forms during transmission, storage or transport. The County shall use encryption during the data transmission process and shall protect DHB data on portable computers and devices through

the use of applicable encryption and strong authentication procedures and other security controls to make DHB data unusable and inaccessible by unauthorized individuals.

7. Incident Reporting. The County shall implement procedures for detecting, investigating, reporting, and responding to security incidents involving DHB Data. The County shall implement an Incident management Plan which will be the source for handling incident management involving DHB Data and the Incident Management Plan will be available to the Plan and/or DHB upon request.

The County shall evaluate and report all losses, misuse or unauthorized disclosure of DHB Data to the Plan and to the DHB Privacy Officer within 24 (twenty-four) hours of discovery of the loss, misuse or unauthorized disclosure. Notice to the DHB privacy officer shall be provided via electronic mail and the DHHS website: <https://www.ncdhhs.gov/about/administrative-offices/privacy-and-security>

The County will collaborate and cooperate with the Plan and/or DHB regarding investigation, actions, and potential remedies pertaining to any suspected or confirmed privacy or security breach or incident involving DHB data.

If the County experiences a security breach involving DHB Data, the County will be responsible for providing notification to all affected persons. The County will collaborate and cooperate with the Plan and DHB Offices of Privacy and Security regarding the content and timing of notification prior to providing the notification. Any and all expenses incurred as a result of any suspected or confirmed security breach involving DHB resulting from action or inaction by the County will be the responsibility of the County.

8. Contacts. The Parties agree that the following named individuals will be designated as points of contact for the MOA:
 - a. **For DHB:**

Contract Administrator for contractual Issues:

Name & Title	Danielle Dodson Associate Director
Physical Address	820 S. Boylan Avenue Raleigh, NC 27603
Telephone Number	919-527-7231

Email Address	Danielle.dodson@dhhs.nc.gov Medicaid.contractadministrator@dhhs.nc.gov
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Contract Administrator for day-to-day activities:

Name & Title	Chameka L. Jackson
Physical Address	820 S. Boylan Avenue Raleigh, NC 27603
Telephone Number	919-417-8145
Email Address	Chameka.l.jackson@dhhs.nc.gov

Contract Administrator for Federal, State, and Department security matters:

Name & Title	Pyreddy Reddy, NCDHHS CISO
Physical Address	695 Palmer Drive, Raleigh NC 27603
Telephone Number	919-855-3090
Email Address	Pyreddy.Reddy@dhhs.nc.gov Medicaid.Contractadministrator@dhhs.nc.gov

Contract Administrator for HIPAA and Policy Coordinator for Federal, State, and Department privacy matters:

Name & Title	Andrew Albright, Privacy Officer
Physical Address	1985 Umstead Drive, Kirby Building Raleigh, NC 27699
Telephone Number	919-527-7747
Email Address	Andrew.a.albright@dhhs.nc.gov Medicaid.Contractadministrator@dhhs.nc.gov

b. For the Plan

Name & Title	Kristy Kent, AVP
Address	1965 Ivy Creek Blvd.; Durham, NC 27707
Telephone Number	919-287-7496
Email Address	Kristy.Kent@bcbsnc.com

c. For the County

Name & Title	Jennie Kristiansen
Address	PO Box 489, Pittsboro, NC 27312

Telephone Number	919-542-2759
Email Address	jennie.kristiansen@chathamcountync.gov

The Parties agree that if there are any changes regarding the information in this section, the Party making the change will notify the other parties in writing within fifteen (15) days.

9. Liability and Indemnification. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina or the assumption by the State of any liability contrary to the laws and statutes of North Carolina. Each Party shall be responsible for its own liabilities and no Party shall seek indemnification from either other Party.

This MOA is to the benefit of and is binding upon the Parties hereto and their respective successors in the event of governmental reorganization pursuant to N.C.G.S. 143A-6 or other authority.

10. Monitoring and Auditing. DHB and any state or federal oversight body for either the County or DHB, with advance notice, shall have the right to send its officers and employees into the offices and facilities of the County for inspection of the County's facilities to ensure that adequate safeguards and security measures have been maintained as required by this MOA. Key areas that may be inspected include record keeping, secure storage, limited access, disposal, and computer security systems. The Parties will work together to correct any deficiencies identified during any internal inspection.

The State Auditor shall have access to person and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and other applicable laws or regulations.

The NC DHHS Privacy and Security Office may conduct privacy and security assessments based on NIST standards, Federal, State, and DHHS privacy and security requirements.

11. Amendments. This MOA may only be amended by written agreement executed by the Parties.
12. Term. This MOA shall be effective on the later of the execution dates of the Parties (Effective Date) and shall terminate upon the termination or expiration of Contract #30-2024-001 on June 30, 2029 unless the MOA is otherwise terminated as set forth below.

13. Termination. Any Party may terminate this MOA upon 30 days advance written notice to the other Parties. In the event this MOA is terminated unilaterally by the County, DHB, or the Plan, the Plan may immediately suspend the flow of DHB data to the County. The Plan may immediately and unilaterally suspend the flow DHB data to the County under this MOA or terminate this MOA if the Plan or DHB, in its sole discretion, determines that the County (including its employees, contractors and agents) has: (i) made an unauthorized use or disclosure of DHB data; (ii) provided unauthorized access to the Plan information system; or (iii) violated or failed to follow the terms and conditions of this MOA. This MOA will automatically terminate upon the expiration or termination of Contract #30-2024-001-DHB.
14. Choice of Law and Venue. This MOA shall be governed according to the laws of the State of North Carolina. The proper venue for any legal action pertaining to this MOA shall be in Wake County, North Carolina.
15. Conflicts: The terms and conditions of this MOA shall override and control any conflicting term or condition of any prior agreement between the Parties pertaining to DHB data.
16. Requests From Third Parties, Subpoenas, or other Legal Process: DHB data provided under this MOA shall be considered the property of DHB. If a subpoena or other legal process in any way concerning DHB data is served upon the Plan or County, the Plan or County shall notify DHB promptly following receipt of such subpoena or other legal process and shall cooperate with DHB in any lawful effort by DHB to contest the legal validity of such subpoena or other legal process. If the County or Plan are contacted by a third party for information related to DHB data or to the terms of this MOA, the County or Plan shall promptly notify DHB of the request and shall not provide any such information to the third party without first receiving written approval from DHB.

By signing this MOA, the Parties agree to abide by all provisions set out in this MOA.

IN WITNESS WHEREOF, the parties have executed this MOA in their official capacities as of the Effective Date

BLUE CROSS AND BLUE SHIELD OF NORTH CAROLINA

Angela Boykin
Chief Executive Officer

Date

Chatham County DSS

Jennie Kristiansen
Director

Date

**NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES,
DIVISION OF HEALTH BENEFITS**

Jay Ludlam
Deputy Secretary
NC Medicaid

Date