

MEMORANDUM OF UNDERSTANDING

WHEREAS, Healthy Blue Care Together is a Medicaid plan offered by Blue Cross and Blue Shield of North Carolina (“Blue Cross NC”). Healthy Blue Care Together will deliver the Children and Families Specialty Plan (CFSP) for all counties in North Carolina.

WHEREAS, the Department of Social Services (“DSS”) is an agency in North Carolina which provides protective services for vulnerable children at risk of abuse, neglect, exploitation or dependency who may be served by Healthy Blue Care Together. Collectively Blue Cross NC and DSS may be referred to as the “Parties” and individually as a “Party”.

WHEREAS, many of the children supported by DSS, hereby referred to as the Supported Population, have a need for additional care management support through the Healthy Blue Care Together Medicaid plan.

WHEREAS, to provide additional care management support to the Supported Population, Blue Cross NC has identified care management staff (the “Care Manager”) to co-locate with DSS staff.

WHEREAS, the Care Manager will work with DSS to help link members of the Supported Population to needed treatment and services and facilitate collaboration between Blue Cross NC and DSS.

WHEREAS, to facilitate the provision of treatment and services to the Supported Population, there will be a need for Care Managers to receive information from DSS staff persons. In doing so, Blue Cross NC is committed to complying with all applicable laws and regulations, including, but not limited to, N.C. Gen. Stat. Chapter 7B, N.C. Gen. Stat. Chapter 122C, the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and its implementing regulations, and 42 C.F.R Part 2.

WHEREAS, to effectuate the intent described above, Blue Cross NC and DSS agree as follows:

I. Intent of Agreement.

The intent of this Memorandum of Understanding (“MOU”) is to facilitate information sharing between the Parties, as needed, to better assist the Supported Population, as permitted or required by law. This MOU is not intended to grant the Parties the ability to share any greater information than is permitted or required by law. To the extent any Party has concerns about its ability to share information in a given circumstance, that Party should consult with its own legal counsel.

II. Use and Disclosure of Protected Health Information and Confidential Information.

The Parties will use or disclose Protected Health Information, as the term is defined in HIPAA and its implementing regulations, and Confidential Information, as the term is used in N.C. Gen. Stat. Chapter 7B or N.C. Gen. Stat. Chapter 122C, only as permitted or required by law.

IV. DSS Sharing of Information.

While DSS is not a Covered Entity, as that term is used in HIPAA and its implementing regulations, the DSS may nevertheless have access to information which is Confidential. DSS, to the extent allowed by law, may share such information with Blue Cross NC to the extent needed to facilitate coordination of care for the Supported Population.

V. Disclosure of Information with Non-Parties.

Nothing in this MOU is intended to impact the Parties' ability to share Confidential Information or Protected Health Information with non-parties to this MOU. Notwithstanding the foregoing, the Parties will collaborate in sharing such information with non-parties, in compliance with all applicable laws and regulations, to support the Supported Population, including sharing such information with providers as needed to identify the treatment needs of the Supported Population and secure appropriate treatment for such individuals.

VI. Protection of Information.

The Parties will ensure any Confidential Information or Protected Health Information disclosed by one Party to the other Party is protected and kept confidential in accordance with all applicable laws and only further used or disclosed as permitted or required by law.

VII. Effective Date and Term.

This MOU shall be effective as of the date of the latest signature of all Parties and shall remain in effect so long as Blue Cross NC has a Care Manager co-located with the DSS staff.

Blue Cross and Blue Shield of North Carolina

Department of Social Services

By: _____

By: _____

Name: Angela Boykin

Name: Jennie Kristiansen

Title: CEO Healthy Blue

Title: Director

Date: 7/30/2025

Date: _____