

Amendment #1 to Agreement for Behavioral Health Services

This Amendment #1 (the “Amendment”) to Agreement for Behavioral Health Services is entered into the _____ day of _____, 2024 (the “Amendment Effective Date”) and is by and between **GUILFORD COUNTY** (hereinafter referred to as the “County”) and **THE MOSES H. CONE MEMORIAL HOSPITAL OPERATING CORPORATION d/b/a CONE HEALTH** (hereinafter referred to as “Cone Health”). The County and Cone Health shall be collectively referred to as “the Parties.”

Reference is made to that certain Agreement for Behavioral Health Services dated October 21, 2019 (the “Agreement”), by and between Cone Health and the County. The parties desire to amend the Agreement pursuant to this Amendment. Capitalized terms used and not defined in this Amendment have the meanings given to them in the Agreement.

For and in consideration of their mutual promises and agreements and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Sections B(iii), D and E of Article I of the Agreement are hereby amended and restated to read, in their entirety, as follows:

I. County Obligations:

B. Provide the following services to the Facility at no cost, as reflected in the Lease Agreement:

iii. One security officer 24 hours per day, 7 days per week, to provide security for the Facility and the adjacent Child/Adolescent Behavioral Health Facility to the extent set out in Exhibit C to the Lease Agreement.

D. Participate in any of the Guilford County Behavioral Health Center Oversight Board meetings or such other official planning and maintenance meetings that may be required, as determined by the Parties and provide an operation and performance report quarterly. See Exhibit C for the By-Laws of the Oversight Board as established by the County Board of Commissioners on June 15, 2023, which are subject to future amendment(s) by the Board of Commissioners.

E. Designate senior-level executives as liaisons to any official planning and maintenance committee(s) as required.

Section 2. Sections H and L of Article II of the Agreement are hereby amended and restated to read, in their entirety, as follows:

II. Obligations of Cone Health.

- H. Make available to the County a limited data set to enable the County to oversee and evaluate Cone Health's performance and to provide integrated data services, as more specifically described in the Data Use Agreement attached hereto as Exhibit B and incorporated herein by reference.
- L. Participate in such Guilford County Behavioral Health Center Oversight Board meetings and events as required, and designate such senior-level executives as liaisons to the Committee as required- under the Board's By-Laws (see Exhibit C for By-Laws as of June 15, 2023).

Section 3. A new Exhibit B is hereby added to the Agreement, which new Exhibit B shall read, in its entirety, as set forth on Exhibit B to this Amendment.

Section 4. A new Exhibit C is hereby added to the Agreement, which new Exhibit C shall read, in its entirety, as set forth on Exhibit C to this Amendment.

Section 5. All other terms, covenants and conditions of the Agreement shall remain the same and continue in full force and effect and shall be deemed unchanged, except as such terms, covenants and conditions of the Agreement have been modified by this Amendment, and this Amendment shall, by this reference, constitute a part of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be signed by their respective administrative officers.

GUILFORD COUNTY

Michael Halford Date

Guilford County Manager

THE MOSES H. CONE MEMORIAL
HOSPITAL OPERATING CORPORATION
d/b/a CONE HEALTH

Date

Title: _____

Print Name: _____

EXHIBIT B

Data Use Agreement for Limited Data Set (LDS)

This Data Use Agreement (“DUA”) is made effective the ____ of _____, 2023, by and between the Moses H. Cone Memorial Hospital Operating Corporation d/b/a Cone Health, hereinafter referred to as “Covered Entity,” and Guilford County, hereinafter referred to as “User” (individually, a “Party” and collectively, the “Parties”). The scope of this data use agreement is the services provided by Cone Health at the Guilford County Behavioral Health Center.

PURPOSE

The provision of behavioral health services is a part of a larger mission of Guilford County to build and operate an integrated service delivery network (Network) using integrated data services (IDS) to achieve the following:

- Use data to drive and evaluate stakeholder initiatives and measure collective competence
- Conduct population-based activities relating to improving health or reducing health care costs
- Answer population health questions to assist with health system management and improve patient care

Data standardization is critical for IDS, because it allows for comparison of similar data across sources within a Network, as well as uniformity in the definition of variables across the Network when interested in cross site comparisons. To this end, Guilford County requires that a standard set of data elements be made available from the behavioral health services provider (Cone Health).

RECITALS

WHEREAS, the Parties wish to enter into this DUA to ensure compliance with the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA Privacy and Security Rules”) (45 C.F.R. Parts 160 and 164); and

WHEREAS, the Health Information Technology for Economic and Clinical Health (“HITECH”) Act of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, modified the HIPAA Privacy and Security Rules (hereinafter, all references to the “HIPAA Privacy and Security Rules” include all amendments thereto set forth in the HITECH Act and any accompanying regulations); and

WHEREAS, as described above in the Purpose, the Parties wish for User to perform certain public health and health care operations functions (the “Activities”) which will require User’s access to and use of Protected Health Information (as defined below) in the form of a Limited Data Set (as defined below) from Covered Entity; and

WHEREAS, Covered Entity agrees to disclose such Limited Data Set to User for use by User in performance of the Activities; and

WHEREAS, in order to comply with the requirements of the HIPAA Privacy and Security Rules, User agrees to limit its use of the Limited Data Set and protect the Limited Data Set in accordance with the terms of this DUA and the HIPAA Privacy and Security Rules.

THEREFORE, in consideration the mutual agreements, covenants, terms and conditions herein contained, Covered Entity and User agree as follows:

DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this DUA shall have the definitions set forth in the HIPAA Privacy and Security Rules.

The term “Protected Health Information” means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is reasonable basis to believe the information can be used to identify the individual. “Protected Health Information” includes, without limitation, “Electronic Protected Health Information,” as defined below.

The term “Electronic Protected Health Information” means Protected Health Information which is transmitted by or maintained in Electronic Media (as defined in the HIPAA Privacy and Security Rules).

The term “Limited Data Set” or “LDS” means Protected Health Information that excludes the following direct identifiers of the individual or of relatives, employers, or household members of the individual:

- Names;
- Postal address information, other than town or city, State, and zip code;
- Telephone numbers;
- Fax numbers;
- Electronic mail addresses;
- Social security numbers;
- Medical record numbers;

- Health plan beneficiary numbers;
- Account numbers;
- Certificate/license numbers;
- Vehicle identifiers and serial numbers, including license plate numbers;
- Device identifiers and serial numbers;
- Web Universal Resource Locators (URLs);
- Internet Protocol (IP) address numbers;
- Biometric identifiers, including finger and voice prints; and
- Full face photographic images and any comparable images.

PURPOSE OF ACTIVITIES

Covered Entity will provide the LDS, and User will use or disclose the LDS, only for performance of the Activities in order to contribute to the stated goals of IDS outlined above. User acknowledges that the LDS is the property of Covered Entity, and that User has no rights in the LDS except those expressly granted by this DUA.

DATA TO BE SHARED

Covered Entity shall make available to User in a machine-readable format (e.g. csv) information extracted from individual encounters containing the following fields:

Individual Description:

- Gender
- Age (in years)
- County of Residency
- Ethnicity

Encounter Information

- Admission Type
- Service Provided
- Discharge Status

Location Information

- Service Provider Location Name
- Service Provider Address

Time and Date Information

- Admission
 - o Date
 - o Hour
- Discharge
 - o Date

- Hour

PRIVACY AND SECURITY OBLIGATIONS OF USER

- A. Use or Disclosure of LDS. User may use or disclose the LDS only for the Activities specified above or as required by law, but shall not otherwise use or disclose the Limited Data Set in a manner that would constitute a violation of the HIPAA Privacy and Security Rules or applicable state law if used by Covered Entity. User shall ensure all directors, officers, employees, contractors, and agents use or disclose the LDS only in accordance with the provisions of this DUA and applicable federal and state law. User must obtain specific authorization in the form of another written Data Use Agreement to use or disclose the LDS disclosed by Covered Entity for any purpose other than the Activities specifically authorized herein.
- B. Minimum Necessary. The Parties represent that the LDS contains the minimum necessary information to enable User to perform the Activities.
- C. Safeguards Against Unauthorized Use or Disclosure of LDS. User agrees to implement safeguards appropriate to prevent the unauthorized use or disclosure of the LDS.
- D. User agrees to ensure that any subcontractors to whom it provides the LDS agree in writing to the same restrictions and conditions that apply through this DUA to User with respect to such information.
- E. Reporting of Unauthorized Use or Disclosure of LDS. User shall report to Covered Entity in writing any unauthorized use or disclosure of the LDS not provided for in this DUA within ten (10) working days of becoming aware of an unauthorized use or disclosure. User shall take immediate steps to end the unauthorized disclosure and cure the breach of confidentiality. Written notification will be made to the Cone Privacy Manager at compliance@conehealth.com.
- F. User agrees not to identify the information contained in the Limited Data Set or attempt to contact the individuals to whom the information refers.

EXHIBIT C

Guilford County Behavioral Health Oversight Board

The Guilford County Behavioral Health Oversight Board was established by the Guilford County Board of County Commissioners on June 15, 2023 and its by-laws approved on the same day, to be effective immediately. This Behavioral Health Oversight Board replaces any prior boards of the same name as it regards the operation and terms of this contract and the Guilford County Behavioral Health Crisis Center.

The specific text of the by-laws of the Behavioral Health Oversight Board are included here for reference only and may be amended or otherwise changed by the Board of Commissioners at their discretion. Should such an amendment or change be made, that version of the by-laws shall take precedence over the text in this Exhibit. The County will provide timely notice of amendments or changes to the by-laws to Cone to ensure they are able to meet their obligations to this Board under this agreement.

GUILFORD COUNTY BEHAVIORAL HEALTH OVERSIGHT BOARD BYLAWS

ARTICLE I

Name

This body shall be known as the Guilford County Behavioral Health Center Oversight Board. Established through Resolution of the Guilford County Board of Commissioners and adopted on June 15, 2023.

ARTICLE II

Purpose

The purpose of the Board shall be to make recommendations to the Guilford County Board of Commissioners and provide advice, in compliance with state law and county regulations, regarding the development or review of policies associated with the promotion and care of individuals in crisis and related conditions of the community, including the following matters:

- Review and recommend services to be rendered by the Behavioral Health Crisis Centers except where the imposition of a fee is prohibited by statute or where an employee of the Crisis Center is performing the services as an agent of the State;
- Evaluate trends and issues relating to the centers and provide insight in the planning of long-range goals and objectives;

- Review and recommend any code, standard rule or regulation which has been adopted by any agency of this State or any other state, any agency of the United States or by a generally recognized association;
- To have such other duties and responsibilities set forth by the Board of County Commissioners.

Objective

Function as a strategist and advocate for the care of individuals seeking and engaged in behavioral health services, particularly those in crisis, such as:

- Give program advice on current and new services being planned at the Guilford County Behavioral Health Centers and communicate the need for service improvements to the Board of County Commissioners as needed;
- Participate in data informed decision making to promote optimal service delivery at the Guilford County Behavioral Health Centers;
- Foster partnership-building efforts and coordination of resources to promote a thriving comprehensive behavioral health services continuum based on the input of users of services and providers;
- Develop and/or assist in the planning of long-range goals and objectives for Guilford County's behavioral health services continuum, with an emphasis on crisis, safety net and navigation services.

The Board shall have no responsibility or authority over personnel, budget or contracts.

ARTICLE III

Membership of and Term of the Advisory Board

The Committee shall be composed of nine (9) members and selected as follows:

The Parties will establish an Oversight Board that is not involved in operations, but rather is responsible for general oversight and evaluation of success/performance metrics. The Board shall be structured as follows:

- o 2 County Commissioners
- o 1 Citizen with experience receiving mental health services
- o 1 Representative of the National Alliance on Mental Illness (NAMI)

- o 1 local licensed mental health services provider
- o 1 Director of a local mental health, developmental disabilities, or substance abuse agency, or that person's designee.
- o 1 Executive representative of the LME/MCO designated to Guilford County
- o 1 Director of Guilford County Emergency Services
- o 1 CIT Sworn Officer

All members shall be legal residents of Guilford County and will serve at the pleasure of the Guilford County Board of County Commissioners without monetary compensation.

Term: The term of members shall consist of the following:

- A term will consist of a three-year appointment with an option for one consecutive reappointment;
- Three (3) year appointments (or replacements) will be made annually upon expiration of the position's term.

ARTICLE IV

Attendance: Members will adhere to the attendance requirements established by the Guilford County Board of Commissioners' RESOLUTION FOR ESTABLISHMENT OF REVISED POLICY AND PROCEDURES FOR APPOINTMENTS TO COUNTY BOARDS, COMMISSIONS, COMMITTEES OR AUTHORITIES adopted on August 3, 1987, as amended: "whereby any member who fails to attend at least 75% of the regular meetings except for excused illness, or other extraordinary circumstances subject to approval of the Chair, of the committee during any one calendar year period shall be removed from said committee".

- Notice should be given to the Secretary by phone call, email, or written letter.

ARTICLE V

Officers and Duties:

A. Chair: The Chair shall be a County Commissioner and appointed by the Board of County Commissioners.

1. The Chair, he or she may serve until further direction from Board of County Commissioners;

2. The Chair shall decide matters of order and procedure, unless directed otherwise by a majority of the Committee in session at the time. The Chair shall follow Robert's Rules of Order in conducting the meetings and will have authority to:

- Rule motions in or out of order, including the right to rule out of order any motion patently offered for obstructive or dilatory purpose;
- To determine whether a speaker has gone beyond reasonable standards of courtesy in his remarks and to entertain and rule on objections from other members on this ground;
- To call a brief recess at any time;
- To adjourn in an emergency;
- The Chair shall create any sub-committees found necessary to investigate any matter before the Committee; and
- The Chair shall be responsible for the appointment and governance of all subcommittees.
- The Chair may request funds for special needs of the Advisory Board from the Board of County Commissioners.

B. Vice-Chairman: The Vice-Chair shall be a County Commissioner and appointed by the Board of County Commissioners.

1. The Vice Chair, he or she may serve until further direction from Board of County Commissioners;
2. The Vice-Chair shall preside in the absence of the Chair, fill any unexpired term of the Chair, and assume all duties and responsibilities delegated by the Chair.
3. The Vice-Chair shall perform such other duties as directed by a majority of the Committee.

C. Secretary: The Health and Human Services Director serves as the Secretary for the board. The Secretary, is subject to the direction of the Chair and the Committee, shall keep records, conduct correspondence of the Committee, and generally supervise clerical needs. Minutes of the meetings shall be recorded and preserved in perpetuity and are subject to public record requests.

1. The Secretary will also be responsible for maintaining records of attendance and submitting an annual attendance report to the Guilford County Clerk to Board, by January 30 of each year listing any member who at the end of the calendar year has not attended 75% of the regular meetings, excepting there from any member whose absences in excess of 25% of the regular meetings have been excused.

2. Official documents, and the minutes, should be placed on the Guilford County web page.

D. Other Officers: Should the Chair and Vice-Chair both be absent at a meeting, the Committee shall elect a temporary Chair to serve at the meeting. Should the Secretary be absent, a temporary secretary may be appointed by the Behavioral Health Services Director.

ARTICLE VI

Sub-Committee Formation: The Chair may create *ad hoc* and sub-committees as needed for special projects or technical assistance such as: service-focused work, special events projects, and focus groups, etc. Sub-committees should be established until their objectives are completed, or the need has been met and shall be renewed annually as necessary. The Chair appoints all Sub-Committee Chairs and shall reappoint the Chairs annually as necessary.

Standing Subcommittees: For the purpose of support, development and guidance this board will have the following standing subcommittees:

Data Metrics and Performance

Duties: Partners with County and providers contracted for service delivery at the Guilford County Behavioral Health Center to develop a continuous quality improvement framework based on performance metrics and outcome goals.

Community Engagement & Awareness

Duties: Partners with the County and various community partners, specifically contracted service providers at the Guilford County Behavioral Health Center to promote awareness of services and a system of care collaborative to foster access to care and resiliency.

ARTICLE VII

Meetings: Regular meetings of the Advisory Board shall be held at a minimum quarterly and shall be scheduled for the year each January. Special meetings of the Advisory Board may be called at any time by the Chair, provided that at least forty-eight (48) hours' notice issued through the secretary and to each member of the Committee and the meeting is properly noticed in accordance with open meetings laws. A listing of the regular meeting schedule shall be filed in a central location and with the County Clerk to Board annually. Any special meeting that is held at some time or place different from the schedule of regular meetings shall have written notice posted with the County Clerk to Board and mailed or delivered to each person who has requested it, at least forty-eight (48) hours before the meeting. Whenever there is no business for the Committee, the Chair may dispense with the regular meeting by giving notice to all members at least twenty-four (24) hours in advance and posted at the meeting site.

Quorum: A quorum shall consist of a simple majority of the full advisory board membership. The vote of a majority of those members present shall be sufficient to decide matters before the Advisory Board, if there is a quorum.

Reference to Robert's Rules of Order: To the extent not provided for in these bylaws and to the extent that the reference does not conflict with the spirit of these rules, the Advisory Committee shall refer to Robert's Rules or Order for unresolved procedural questions.

ARTICLE VIII

Amendments: These By-Laws may be amended by a majority vote of the full Advisory Committee. Copies of the by-laws are to be provided to the members of the Advisory Committee fifteen (15) days before the meeting where the vote will take place. After the Advisory Committee approval, the final approval will be determined by the Guilford County Board of Commissioners.