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Title: AGREEMENT FOR BEHAVIORAL HEALTH SERVICES BETWEEN GUILFORD COUNTY AND THE MOSES H. CONE MEMORIAL HOSPITAL OPERATING CORPORATION d/b/a CONE HEALTH

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TITLE

AGREEMENT FOR BEHAVIORAL HEALTH SERVICES BETWEEN GUILFORD COUNTY AND THE MOSES H. CONE MEMORIAL HOSPITAL OPERATING CORPORATION d/b/a CONE HEALTH

SPONSOR

Marty K. Lawing

BACKGROUND

With the goal of improving behavioral health services and integrating physical health and behavioral health and substance abuse care for on an open access basis for Guilford County citizens, Guilford County and Cone health have negotiated an agreement to develop a community based facility to house behavioral health crisis operations.

COUNTY OBLIGATIONS

The obligations of Guilford County under the proposed agreement include the construction of a 16 bed facility based crisis center at 931 Third Street in Greensboro and leasing the facility to Cone Health for \$1.00 per year. A lease agreement satisfactory in form and substance to be entered subsequent to this agreement. In addition to a 16 bed Crisis Stabilization Center for adults, the facility will also include a Behavioral Health Urgent Care for all ages, a Peer Living Room and Outpatient Clinic for all ages as well as pharmacy and laboratory services. Cone Health will be the operator of the facility and will consult on the building design and upfit.

As the owner of the building, the county will be responsible for providing major maintenance

for the facility, parking, signage, and grounds. The county will also provide sworn officers to provide security on a 24/7 basis as well as transportation services for individuals within the involuntary commitment process. The county will also install the initial equipment, furniture and fixtures and Cone Health will be responsible for the replacements of such equipment as needed. The county will also participate in Oversight Board Meetings, enter into a HIPAA Business Associate Agreement and provide and service a security and access control system for the facility and the necessary wiring and upfit to support the phone and IT systems to be funded and administered by Cone.

To cover specific facility operating costs and services, the county will provide payment in the amount of \$3.8 million to Cone Health per 12 month period. The services payment shall be increased annually based on the lesser of 3.54% or the latest available calculation of the most recent year to year change in the National Health Expenditure Accounts (NHEA), as made available by the Centers for Medicare and Medicaid.

CONE HEALTH OBLIGATIONS

The obligations of Cone Health include operation of the facility consistent with the Initial Plan of Operation in Exhibit B and implement and abide by Cone Health's policies, procedures and protocols, designate a contact person for communication and coordination with the county, and secure all necessary medical and other health-related licenses and certifications to operate the facility, including maintaining the designation for custody and treatment of individuals under petitions for involuntary commitment. As the operator of the facility, Cone Health will have sole and exclusive responsibility for medical treatment services and decisions.

Cone will hire, train, compensate and supervise all clinical staff at the facility, cover the costs of all utility services for the facility and install and administer all telephone, computer network or other information technology as Cone Health deems necessary and appropriate for the operation of the facility. All data generated by Cone through the services provided at the facility will be owned by Cone Health and are not public records under the NC Public Records Law, however, Cone will provide the county with basic patient demographic information subject to compliance with HIPAA and similar privacy statutes.

Cone Health will obtain sufficient medical and liability insurance with limits of at least \$2 million per incident and \$4 million aggregate for the operation of the facility, fully comply with all HIPAA requirements and all applicable laws regarding the proper operation of a medical facility and participate in Oversight Committee meetings. Cone will also be responsible for billing, collection and receipt of all revenues generated by the facility including health insurance, Medicare, Medicaid and any other third party payer.

TERM

The initial term of the agreement is for five (5) years beginning as of the first day that the facility is open for patients. The agreement will renew for additional five (5) year term unless

either the County or Cone provide written notice of nonrenewal at least 60 days prior to the end of the initial term. Either party may terminate the agreement at any time and for any reason upon 120 days written notice to the other party. This agreement may not be assumed or transferred to another party by Cone Health without the express written consent of the county.

OVERSIGHT BOARD

The parties will establish an Oversight Board to be responsible for general oversight and evaluation of success/performance metrics. The Board will consist of seven members with three appointed by Cone Health and three appointed by the County and a Mental Health Community Representative that will be appointed jointly by the County and Cone and serve a three year term. Cone Health representatives shall be the Behavioral Health Service Line Leader, the Behavioral Health Medical Director and one other representative appointed by Cone Health CEO. The County representatives shall include the Human Services Director, the Public Health Director and a County Commissioner of designee.

BUDGET IMPACT

Costs related to this contract in FY 2018/2019 will consist of land acquisition, architectural and engineering related to the development of the facility.

REQUESTED ACTION

Approve the Agreement, in substantial form, for Behavioral Health Services Between Guilford County and The Moses H. Cone Memorial Hospital Operating Corporation d/b/a Cone Health.