

Amendment #2 to Agreement for Behavioral Health Services

This Amendment #2 (the “Amendment”) to Agreement for Behavioral Health Services is entered into the 18th day of June, 2026 (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”) and amended March 22, 2024, by and between Cone Health and the County. The parties desire to further 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 A, I, and J of Article I of the Agreement are hereby amended and restated to read, in their entirety, as follows:

I. County Obligations:

- A. Secure, construct and maintain, and lease to Cone Health, the Facility for One Dollar (\$1.00) per year, pursuant to a lease agreement (coterminous with this Agreement, except as otherwise specifically provided therein) that is satisfactory in form and substance to each of the Parties (the “Lease Agreement”). The Facility contains a 16-bed facility based crisis service for adults (“Crisis Stabilization Center”), a Behavioral Health Urgent Care (“BHUC”) for all ages, a peer living room to be staffed by community partners (“Peer Center”), and an outpatient clinic for all ages (“Outpatient Clinic”), pharmacy services, and laboratory services. Cone Health will be the operator of the Facility.
- I. Provide payment per 12 month period to Cone Health for the specific services detailed in Exhibit A hereto, commencing, on a monthly basis as of the month in which the Facility first opened for patients (the “Services Payment”). The amount for the first year of the first term of this contract was set at Three Million Eight Hundred Thousand Dollars (\$3,800,000). Payment for the first year of the renewal term (July 1, 2026-June 30, 2027) will be in the amount of Four Million Two Hundred Fifteen Thousand Nine Hundred Fourteen Dollars (\$4,215,914) with the annual adjustments in this section applying in subsequent years. The Services Payment shall be increased on a 12-month basis in an amount equal to the lesser

of (i) 3.54% or (ii) 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 (“CMS”) unless a lesser increase or different funding amount is mutually agreed upon by both parties. Such funding will be guaranteed for the first twelve (12) months of this Agreement.

- J. Maintain property insurance on the Facility at commercially appropriate levels. The Parties agree that the County can be self-insured/funded and comply with these terms.

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

II. Obligations of Cone Health.

- L. Operate the Facility consistent with the Initial Plan of Operation attached hereto as Exhibit A. Cone Health will have sole and exclusive responsibility for medical and treatment services and decisions.
- H. Provide to the County on a monthly basis 1) 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; and 2) copies of all invoices and monthly reports in the same format and manner as submitted to Trillium at same time as these invoices and monthly reports are submitted to Trillium.
- I. Obtain sufficient medical, professional liability, and liability insurance with limits of at least \$2 million per incident/\$4 million aggregate for the operation of the Facility, including any off-site provision of care; such coverage may be provided through programs of self-insurance and provide proof thereof to the County prior to the operation of the Facility.
- M. Bill for, collect and receive all revenues generated by the Facility, including health insurance, Medicare, Medicaid and any other authorized third-party payer in a manner that maximizes the credentials and licenses of all providers and of coverage of and payments from insurance, Medicaid, Medicare and other authorized third-party payors. All accounts receivable generated by such billings shall belong to Cone Health.
 - i. Cone Health shall maintain an active revenue cycle management process designed to maximize appropriate third-party reimbursement and minimize avoidable revenue loss associated with denied, rejected, unpaid, or underpaid claims.

- ii. Cone Health services are expected to demonstrate reasonable revenue optimization efforts prior to reliance on County funded subsidy support

Section 3. Sections A and B of Article III and Section I of Article IV of the Agreement are hereby amended and restated to read, in their entirety, as follows.

III. Term and Termination

- A. It is the desire of the Parties that, during the term of this Agreement, it be an ongoing contract, continuing from year to year (crossing the County's fiscal years) without the necessity of re-execution, subject to continued appropriation by the Guilford County Board of Commissioners or other funding source, pursuant to N.C.G.S. Chapter §153A-13. Accordingly, unless earlier terminated as provided in this Article III, the initial term of this Agreement is for five (5) years beginning as of the first day that the Facility is open for patients. Thereafter, this Agreement will renew for an additional five (5) year term, unless either the County or Cone Health provides written notice of nonrenewal at least One Hundred and Twenty (120) days prior to the end of the initial term.
- B. Either Party may terminate this Agreement, at any time and for any reason, upon One Hundred and Twenty (120) days prior written notice to the other Party; provided that each Party shall fully comply with their obligations hereunder, including Cone Health assisting the County and a new incoming provider, if one is identified within this period, with their transition and, without limitation, any County funding requirements, during such 120 day period.

IV. Miscellaneous

- I. Modifications or changes in this Agreement may only be made via written contract amendment executed by the Parties at any time during the County's fiscal year

Section 4. The "Data To Be Shared" section of Exhibit B of the Agreement is hereby amended and restated to read, in its entirety, as follows.

Covered Entity shall provide to User with each monthly invoice and 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
- Payor Type
- Service(s) Provided
- Disposition Status
- Discharge Status

Location Information

- Service Provider Location Name
- Service Provider Address
- Service Line (BHUC, FBC, outpatient – therapy, SAIOP, etc)

Time and Date Information

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

If an individual moves between services lines during a single “visit”, defined as continuous time between entry to and discharge from the facility, that individual’s time in each service line should be considered a separate encounter for the purposes of this data.

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.

