

**AMENDMENT NO. 1 to HUMAN SERVICES AND PUBLIC HEALTH
DEPARTMENT PROVIDER AGREEMENT NO. A140846**

This Agreement is between the COUNTY OF HENNEPIN, STATE OF MINNESOTA ("COUNTY"), on behalf of the Hennepin County Human Services and Public Health Department, A-2300 Government Center, Minneapolis, Minnesota 55487 ("DEPARTMENT" or "HSPHD"), and Ebyan Adult Day Center, LLC, 1810 Riverside Avenue, Minneapolis, Minnesota 55454 ("PROVIDER").

IT IS HEREBY AGREED that Agreement No. A140846 between the above-named parties, including any subsequent amendments or ministerial adjustments, is hereby amended in accordance with the provisions set forth below.

Clause 1, TERM OF AGREEMENT shall be amended to read:

The term of the Agreement shall be from November 1, 2014 through June 30, 2019.

Clause 10, DATA PRACTICES, shall be amended to read:

10. DATA PRIVACY AND SECURITY

- A. PROVIDER, its officers, agents, owners, partners, employees, volunteers and subcontractors shall, to the extent applicable, abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13 (MGDPA) and all other applicable state and federal laws, rules, regulations and orders relating to data or the privacy, confidentiality or security of data, which may include the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (HIPAA) and/or the Health Information Technology for Economic and Clinical Health Act (HITECH), adopted as part of the American Recovery and Reinvestment Act of 2009. For clarification and not limitation, COUNTY hereby notifies PROVIDER that the requirements of Minnesota Statutes, section 13.05, subd. 11, apply to this Agreement. PROVIDER shall promptly notify COUNTY if PROVIDER becomes aware of any potential data privacy or confidentiality claims or facts giving rise to such claims, under the MGDPA or other data, data security, privacy or confidentiality laws, and shall also comply with the other requirements of this Section.

Classification of data, including trade secret data, will be determined pursuant to applicable law and, accordingly, merely labeling data as "trade secret" by PROVIDER does not necessarily make the data protected as such under any applicable law.

- B. In addition to the foregoing MGDPA and other applicable law obligations, PROVIDER shall comply with the following duties and obligations regarding County Data and County Systems (as each term is defined herein). As used

herein, "County Data" means any data or information, and any copies thereof, created by PROVIDER or acquired by PROVIDER from or through COUNTY pursuant to this Agreement, including but not limited to handwriting, typewriting, printing, photocopying, photographing, facsimile transmitting, and every other means of recording any form of communication or representation, including electronic media, email, letters, works, pictures, drawings, sounds, videos, or symbols, or combinations thereof.

If PROVIDER has access to or possession/control of County Data, PROVIDER shall safeguard and protect the County Data in accordance with generally accepted industry standards, all laws, and all applicable COUNTY policies, rules and direction. To the extent of any inconsistency between accepted industry standards and COUNTY policies, rules and directions, PROVIDER shall notify COUNTY of the inconsistency and follow the COUNTY direction. PROVIDER shall immediately notify COUNTY of any known or suspected security breach or unauthorized access to County Data, and then comply with all responsive directions provided by COUNTY. The foregoing shall not be construed as eliminating, limiting or otherwise modifying PROVIDER's indemnification obligations herein.

- C. In accordance with Minnesota Statutes, section 13.46, subdivision 10 now in force or as hereafter enacted, PROVIDER shall specify a Responsible Authority who shall allow the Responsible Authorities in other components of the welfare system access to data classified as non-public when access is necessary for the administration and management of programs or as authorized or required by state or federal law. PROVIDER shall notify COUNTY of the name of the Responsible Authority which shall be maintained in COUNTY files.
- D. Providers who have met the criteria to have access to DEPARTMENT owned or managed data systems, including state systems, must comply with DEPARTMENT data practices policies. PROVIDER must meet DEPARTMENT technical operating and security system requirements, ensure a data privacy coordinator is identified for the organization, and ensure all staff accessing DEPARTMENT owned or managed systems complete data practices training as required by COUNTY and sign a Confidentiality and System Usage Agreement on an annual basis. PROVIDER must report within twenty-four (24) hours any suspected or confirmed breaches in client privacy or system security to DEPARTMENT data practices and privacy official. PROVIDER must notify COUNTY Identity and Access Management immediately when the individual accessing DEPARTMENT's data system leaves the organization or moves to a different position in the organization.
- E. COUNTY may, in its sole discretion, grant PROVIDER limited access to COUNTY computer/data systems including but not limited to COUNTY computers, networks, databases, applications and/or environments ("County Systems") exclusively for the purposes of performing services hereunder. County

Systems may be owned by COUNTY or may be licensed by COUNTY from a third party. If COUNTY grants access to County Systems, PROVIDER and all PROVIDER personnel with access to County Systems shall comply with COUNTY data practices and security policies, rules and directions when accessing and using County Systems. Compliance with such requirements is supplemental to PROVIDER's duty to comply with applicable laws and regulations and PROVIDER's ordinary duty of care in such situations.

For clarification and not limitation of the foregoing, PROVIDER's access to County Systems shall be subject to the following: (i) PROVIDER shall notify all personnel with access to County Systems of the obligations imposed by this Agreement; (ii) personnel performing on behalf of PROVIDER shall complete COUNTY approved data practices and security training as required by COUNTY; (iii) if PROVIDER utilizes its own systems, software or equipment in the performance of this Agreement, the same shall meet COUNTY's technical operating and security system requirements, including but not limited to installing and/or maintaining COUNTY approved firewalls, proxies, filters and other monitors and controls; (iv) PROVIDER shall immediately notify COUNTY of any known or suspected County System incidents or breaches, then comply with all responsive directions provided by COUNTY; and (v) if any PROVIDER personnel with access to County Systems no longer requires said access and/or is no longer performing services hereunder, PROVIDER shall immediately notify COUNTY and ensure that said individual no longer has access to County Systems, including but not limited to deleting, eliminating and destroying all access points, usernames, passwords and/or other applicable credentials. Any notice required by the foregoing shall be provided to the COUNTY Contract Administrator (as identified in the CONTRACT ADMINISTRATION provisions below).

- F. Upon expiration, cancellation or termination of this Agreement:
- (1) At the discretion of COUNTY and as specified in writing by the Contract Administrator, PROVIDER shall deliver to the Contract Administrator all County Data so specified by COUNTY.
 - (2) COUNTY shall have full ownership and control of all such County Data. If COUNTY permits PROVIDER to retain copies of the County Data, PROVIDER shall not, without the prior written consent of COUNTY or unless required by law, use any of the County Data for any purpose or in any manner whatsoever; shall not assign, license, loan, sell, copyright, patent and/or transfer any or all of such County Data; and shall not do anything which in the opinion of COUNTY would affect COUNTY's ownership and/or control of such County Data.
 - (3) Except to the extent required by law or as agreed to by COUNTY, PROVIDER shall not retain any County Data that are confidential,

protected, privileged, not public, nonpublic, or private, as those classifications are determined pursuant to applicable law. In addition, PROVIDER shall, upon COUNTY's request, certify destruction of any County Data so specified by COUNTY.

Clause 11, NON-DISCRIMINATION AND AFFIRMATIVE ACTION, shall be amended to read:

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

- A. Affirmative Action Requirements. In accordance with Hennepin County Board Resolution and subject to the applicable exemptions, if any, in Par. B below, if this Agreement is for a sum over \$100,000 or is amended to exceed \$100,000, then PROVIDER shall abide by COUNTY's Affirmative Action requirements for COUNTY contractors. Those requirements, for purposes of this Agreement, are consistent with those imposed for state contractors pursuant to Minnesota Statutes, sections 363A.36 to .37 and Minnesota Rules, parts 5000.3200 to 5000.3600.
- B. Affirmative Action Exemptions. PROVIDER may be granted an exemption for one of the following reasons:
- (1) Contract is for emergency or life safety-related purchases;
 - (2) PROVIDER has no facilities and has no more than one employee operating within the geographic boundaries of Hennepin County;
 - (3) PROVIDER had an average of forty (40) or fewer full-time/benefit-earning employees during the twelve (12) months preceding the submission of the bid, request for proposal or execution of this Agreement; or
 - (4) Pursuant to Hennepin County Board policy, the County Administrator or his/her designee granted an exemption.
- C. Affirmative Action Compliance; Remedies. PROVIDER shall demonstrate compliance by submitting and maintaining a workforce certificate from the Minnesota Department of Human Rights (MDHR), unless COUNTY provides for alternative certification. PROVIDER shall remain in compliance with all applicable requirements through the term of this Agreement. PROVIDER shall also provide all compliance documentation requested by the MDHR or by COUNTY, and shall cooperate with all compliance activities, including but not limited to site visits. If PROVIDER fails to demonstrate good faith efforts to correct any identified Affirmative Action deficiencies or fails to submit requested reports or information required by COUNTY or the MDHR, or has engaged in discriminatory practices, COUNTY may consider this a violation of this Agreement and may exercise any remedies available to it in law or in equity, including, but not limited to, cancellation or termination of this Agreement.

- D. In accordance with COUNTY's policies against discrimination, PROVIDER shall not exclude any person from full employment rights nor prohibit participation in or receiving the benefits of, any program, service or activity on the grounds of any protected status or class including but not limited to race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status, or national origin. No person who is protected by applicable federal or state laws against discrimination shall be subjected to discrimination.
- E. PROVIDER shall abide by COUNTY's HIV/AIDS Policy which provides that no employee, applicant, or client shall be subjected to testing, removed from normal and customary status, or deprived of any rights, privileges, or freedoms because of his or her HIV/AIDS status except for clearly stated specific and compelling medical and/or public health reasons. PROVIDER shall establish the necessary policies concerning HIV/AIDS to assure that COUNTY clients in contracted programs and PROVIDER's employees in COUNTY contracted programs are afforded the same treatment with regard to HIV/AIDS as persons directly employed or served by COUNTY.
- F. PROVIDER shall deliver all services in a manner which is respectful and culturally appropriate to the Eligible Persons. Culturally appropriate is defined as services that are delivered to reflect the unique individual needs of the Eligible Persons such as language, racial/ethnic background and social/religious background. PROVIDER shall make reasonable efforts to have staff delivering services reflect the diversity of the Eligible Persons receiving those services and to secure ongoing input from individuals who reflect the non-represented culture.
- G. Pursuant to Section 504 of the Rehabilitation Act of 1973 and 45 CFR part 84 now in force or as hereinafter enacted and where applicable, no qualified handicapped person:
- (1) Shall be denied access to or opportunity to participate in or receive benefits from any service offered by PROVIDER under the provisions of this Agreement, nor
 - (2) Shall be subject to discrimination in employment under any program or activity related in the services furnished by PROVIDER.
- H. Pursuant to the Americans with Disabilities Act, now in force or as hereafter enacted and where applicable, no qualified individual with a disability shall be discriminated against by the denial of full and equal enjoyment of the services and facilities, privileges, advantages, or accommodations furnished by PROVIDER as a private entity operating a service as a public accommodation.
- I. PROVIDER guarantees that no funds received under this Agreement shall be used to provide religious training and/or services to any individual receiving Contracted Services.

- J. PROVIDER shall comply with all applicable statutes, regulations, and licensing requirements in the employment of personnel including but not limited to state and federal labor laws. To the extent that any of the provisions of the applicable statutes, regulations, or licensing requirements are inconsistent with any of the provisions of this clause, said statute, regulation, or requirement shall prevail if it has a reasonable bearing upon the applicant's fitness to be employed in any phase of the program.

Clause 15, INSURANCE, shall be amended to read:

15. INSURANCE

- A. With respect to the services provided pursuant to this Agreement, PROVIDER shall, at its sole expense, procure and maintain insurance of the types, and in the form and amounts described below from insurer(s) authorized to transact business in the state where services or operations will be performed by PROVIDER. Such insurance and required coverage shall be in forms acceptable to COUNTY. The insurance requirements described below shall be maintained uninterrupted for the duration of this Agreement, and beyond such term when so required, and shall cover PROVIDER, and others for whom and/or to whom PROVIDER may be liable, for liabilities in connection with work performed for or on behalf of COUNTY, its agents, representatives, employees or contractors. PROVIDER is required to have and keep in force the following minimum insurance coverages or PROVIDER's actual insurance limits for primary coverage and excess liability or umbrella policy limits, whichever is greater:

	<u>Limits</u>
(1) Commercial General Liability (CGL) on an occurrence basis with contractual liability coverage (this coverage shall be written on the most current ISO (Insurance Services Office, Inc.) CGL form or its equivalent provided XCU (explosion, collapse and underground) is not excluded):	
General Aggregate	\$2,000,000
Products - Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,500,000
Each Occurrence - Combined Bodily Injury and Property Damage	\$1,500,000
(2) Automobile Liability	\$2,000,000

PROVIDER shall maintain automobile liability and, if necessary, commercial umbrella insurance. Such insurance shall cover liability for bodily injury and property damage

arising from the use or operation of any auto, including those owned, hired or otherwise operated or used by or on behalf of PROVIDER.

(3) Workers' Compensation and Employer's Liability:

- (a) Workers' Compensation Statutory
If PROVIDER is based outside the State of Minnesota, coverage must comply with Minnesota laws. In accordance with Minnesota law, if PROVIDER is a sole proprietor, it is exempted from the above Workers' Compensation requirements to the extent provided by Minnesota law. In the event that PROVIDER should hire employees or subcontract this work, PROVIDER shall obtain the required insurance.
- (b) Employer's Liability. Bodily injury by:
- | | |
|-------------------------|-----------|
| Each Accident | \$500,000 |
| Disease - Policy Limit | \$500,000 |
| Disease - Each Employee | \$500,000 |

(4) The following insurance is required in cases where money has been advanced to PROVIDER or where money belonging to Eligible Persons is in the custody and control of PROVIDER.

Employee Dishonesty	\$50,000
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(5) The following insurance is required in cases where PROVIDER's staff or volunteers are performing licensed professional services under this Agreement.

Professional Liability (PL/E&O):	
Per Claim	\$1,500,000
Aggregate	\$2,000,000

The professional liability insurance must be maintained continuously for a period of three (3) years after final acceptance of services or the expiration, cancellation or termination of this Agreement, whichever is later. Coverage shall include liability arising from the errors, omissions or acts of PROVIDER or any entity for which PROVIDER is legally responsible in the providing of services under the Agreement. Throughout the term of the Agreement, the PL/E&O policy shall include full prior acts coverage.

- B. An umbrella or excess liability policy is an acceptable method to provide the required commercial general insurance coverage.

Coverage shall not include any exclusion or other limitations related to:

- (1) Scope of services;
- (2) Delays in project completion and cost overruns;
- (3) Persons or entities authorized to notify the carrier of a claim or potential claim; or
- (4) Mold, fungus, asbestos, pollutants or other hazardous substances.

- C. The above establishes minimum insurance requirements. It is the sole responsibility of PROVIDER to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Upon written request, PROVIDER shall promptly submit copies of insurance policies to COUNTY.
- D. PROVIDER shall not commence work until it has obtained required insurance and filed with COUNTY a properly executed Certificate of Insurance establishing compliance. The certificate(s) must name Hennepin County as the certificate holder, and as an additional insured for the commercial general liability and the automobile liability coverages required herein. A self-insured retention (SIR) is not acceptable, unless expressly agreed to in writing by COUNTY. The funding of deductibles and self-insured retentions maintained by PROVIDER, if allowed by COUNTY, shall be the sole responsibility of PROVIDER. If the certificate form contains a certificate holder notification provision, the certificate shall state that the insurer will endeavor to mail COUNTY thirty (30) days' prior written notice in the event of cancellation/termination of any described policies. If PROVIDER receives notice of cancellation/termination from an insurer, PROVIDER will fax or email a copy of the notice to COUNTY within two (2) business days.
- E. PROVIDER shall furnish to COUNTY updated certificates during the term of this Agreement as insurance policies expire. If PROVIDER fails to furnish proof of insurance coverages, COUNTY may withhold payments and/or pursue any other right or remedy allowed under the Agreement, law, equity, and/or statute. COUNTY does not waive any rights or assume any obligations by not strictly enforcing the requirements set forth in this clause.
- F. If PROVIDER is unable to obtain a required insurance coverage, or if coverage is not renewed or is cancelled/terminated during the term of this Agreement, PROVIDER must immediately provide written notice to COUNTY as required by the provisions herein, Notices, of this Agreement. PROVIDER shall make immediate good faith efforts to obtain or replace the coverage in the open market. If such efforts are unsuccessful, PROVIDER shall immediately apply to the

Minnesota Joint Underwriting Association for the insurance coverage. Failure to maintain required insurance shall be considered an event of default pursuant to this Agreement.

- G. PROVIDER's required insurance shall be primary insurance and any insurance or self-insurance maintained by COUNTY shall be in excess of and non-contributory with PROVIDER's insurance. PROVIDER waives all rights against COUNTY, its present and former officials, officers, agents, employees, and volunteers for recovery of damages to the extent the damages are covered by insurance of PROVIDER. If necessary, PROVIDER agrees to endorse the required insurance policies to permit waivers of subrogation in favor of COUNTY.

Clause 21, DEFAULT AND CANCELLATION/TERMINATION, shall be amended to read:

21. DEFAULT AND CANCELLATION/TERMINATION

- A. If PROVIDER fails to perform any of the provisions of this Agreement, fails to administer the work so as to endanger the performance of this Agreement or otherwise breaches or fails to comply with any of the terms of this Agreement, it shall be in default. Unless PROVIDER's default is excused in writing by COUNTY, COUNTY may upon written notice immediately cancel/terminate this Agreement in its entirety. Additionally, failure to comply with the terms of this Agreement shall be just cause for COUNTY to delay payment until PROVIDER's compliance. In the event of a decision to withhold payment, COUNTY shall furnish prior written notice to PROVIDER.
- B. If COUNTY has reason to believe that the safety or well-being of Eligible Persons receiving service hereunder may be endangered by actions of PROVIDER, its agents, and/or employees, COUNTY may require the immediate cessation of services to Eligible Persons, as well as their removal from the facility, and may discontinue referrals to PROVIDER. This action may be taken forthwith and may continue for such period which is reasonably necessary for determination by COUNTY that the safety and well-being of Eligible Persons has been assured. Resumption of services by PROVIDER may be authorized upon such assurance, at the sole discretion of COUNTY. If it is determined that the safety or well-being of Eligible Persons will remain in jeopardy by the further provision of services, COUNTY may cancel/terminate this Agreement pursuant to the provisions herein of this Agreement. No payments shall be made for the period during which services are suspended unless otherwise determined by COUNTY.
- C. Notwithstanding any provision of this Agreement to the contrary, PROVIDER shall remain liable to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER. Upon notice to PROVIDER of the claimed breach and the amount of the claimed damage, COUNTY may withhold any payments to PROVIDER for the purpose of set-off until such time as the

exact amount of damages due COUNTY from PROVIDER is determined. Following notice from COUNTY of the claimed breach and damage, PROVIDER and COUNTY shall attempt to resolve the dispute in good faith.

- D. The above remedies shall be in addition to any other right or remedy available to COUNTY under this Agreement, law, statute, rule, and/or equity.
- E. COUNTY's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.
- F. Upon written notice, COUNTY may immediately suspend or cancel/terminate this Agreement in the event any of the following occur: (i) COUNTY does not obtain anticipated funding from an outside source for this project; (ii) funding for this project from an outside source is withdrawn, frozen, shut down, is otherwise made unavailable or COUNTY loses the outside funding for any other reason; (iii) COUNTY determines, in its sole discretion, that funding is, or has become, insufficient; or (iv) if COUNTY's final budget as approved by the County Board changes the amount budgeted for this particular program or this service area for any portion of the term of this Agreement. COUNTY is not obligated to pay for any services that are provided or costs or expenses or obligations incurred or encumbered after the notice and effective date of the suspension or cancellation/termination. However, PROVIDER will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. In the event COUNTY suspends, cancels or terminates this Agreement pursuant to this paragraph, COUNTY shall pay any amount due and payable prior to the notice of suspension or cancellation/termination except that COUNTY shall not be obligated to pay any amount as or for penalties, early termination fees, charges, time and materials for services not then performed, costs, expenses or profits on work done.
- G. This Agreement may be cancelled/terminated by either party at any time, with or without cause, upon thirty (30) days' written notice.
- H. After receipt of a notice of cancellation/termination, and except as otherwise directed, PROVIDER shall:
 - (1) Discontinue provision of Contracted Services under this Agreement on the date, and to the extent specified, in the notice of cancellation/termination.
 - (2) Cancel all orders and subcontracts to the extent that they relate to the performance of Contracted Services cancelled/terminated by the notice of cancellation/termination.

- (3) Settle all outstanding claims and liabilities for orders and subcontracts existing at the time of the notice of cancellation/termination, provided, however, that the claims and liabilities for orders and subcontracts had been approved in writing by COUNTY.
- (4) Notify in writing all clients and any other counties of financial responsibility of the cancellation/termination of this Agreement.

Clause 22, SURVIVAL OF PROVISIONS, shall be added:

22. SURVIVAL OF PROVISIONS

Provisions that by their nature are intended to survive the term, cancellation, or termination of this Agreement do survive such term, cancellation or termination. Such provisions include but are not limited to: RECORDS, REPORTS, AUDIT AND MONITORING PROCEDURES; DATA PRIVACY AND SECURITY; CONTRACTS MANAGEMENT AND DISPUTES; INDEMNIFICATION; INSURANCE; INDEPENDENT CONTRACTOR; AND DEFAULT AND CANCELLATION/TERMINATION.

EXHIBIT B: FINANCIAL INFORMATION, shall be replaced with the following revised EXHIBIT B: FINANCIAL INFORMATION, SECTION 1, CONTRACTED UNIT RATES, as attached, revising the contract end date.

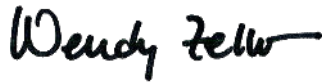
This amendment shall be effective October 31, 2018.

Except as hereinabove amended, the terms, conditions and provisions of said Contract No. A140846 shall remain in full force and effect.

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COUNTY BOARD AUTHORIZATION

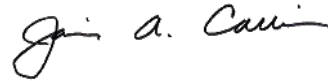
Reviewed for COUNTY by
the County Attorney's Office:



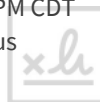
Wendy Zeller
E-signed 2018-09-25 12:32PM CDT
Wendy.Zeller@hennepin.us
Hennepin County
Assistant Hennepin County Attorney



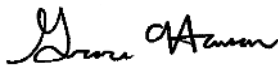
COUNTY OF HENNEPIN
STATE OF MINNESOTA
By:



Janis Callison
E-signed 2018-10-25 02:36PM CDT
Janis.Callison@hennepin.us
Hennepin County
Chair, Board of Commissioners



Reviewed for COUNTY by:



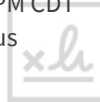
Grace Hanson
E-signed 2018-10-25 02:30PM CDT
Grace.Hanson@hennepin.us
Hennepin County
Principal Administrative Assistant



ATTEST:



Yolanda C Clark
E-signed 2018-10-25 03:07PM CDT
Yolanda.Clark@hennepin.us
Hennepin County
Deputy Clerk to the Board



Board Resolution No:
18-0421

By:



Jennifer DeCubellis
E-signed 2018-10-25 02:34PM CDT
Jennifer.DeCubellis@hennepin.us
Hennepin County
Deputy County Administrator



Document Assembled by:



Jody Meinz
E-signed 2018-09-24 11:08AM CDT
Jody.Meinz@hennepin.us
Hennepin County
Contract Services Analyst



PROVIDER

PROVIDER warrants that the person who executed this Agreement is authorized to do so on behalf of PROVIDER as required by applicable articles, bylaws, resolutions or ordinances.*

By:

Kadra Dahir

Kadra Dahir

E-signed 2018-09-25 11:58AM CDT
ebyanadultdaycenter2@gmail.com
manager



*PROVIDER represents and warrants that it has submitted to COUNTY all applicable documentation (articles, bylaws, resolutions or ordinances) that confirms the signatory's delegation of authority. Documentation is not required for a sole proprietorship.

EXHIBIT B: FINANCIAL INFORMATION

SECTION 1, CONTRACTED UNIT RATES

PROVIDER NAME: Ebyan Adult Day Center, LLC
CONTRACT PERIOD: November 1, 2014 – June 30, 2019

RATE EFFECTIVE DATE: November 1, 2014

SERVICE	CPT Code	UNIT	Contract Rate
Adult Day Care	X568205	15 minutes	\$3.37
Adult Day Care	X568301	Day	\$94.41
Adult Day Care – Transportation	X568303	One Way	\$10.61

NOTES: All rate changes require prior approval from DEPARTMENT.