



**GUILFORD COUNTY CONTRACT NO. 90007611**  
**Parent Contract No.**

**THIS CONTRACT is hereby made, entered into, and effective as of October 01, 2025, by and between GUILFORD COUNTY, a body politic and corporate of the State of North Carolina, hereinafter referred to as the “COUNTY,” and ADULT CENTER FOR ENRICHMENT, hereinafter referred to as the “CONTRACTOR,” and also collectively referred to as the “Parties.”**

**W I T N E S S E T H:**

**WHEREAS, for the purpose and subject to the terms and conditions hereinafter set forth, the COUNTY hereby contracts for the items, goods, service or services of the CONTRACTOR and the CONTRACTOR agrees to provide the items, goods, service or services to the COUNTY in accordance with the terms of this Agreement.**

**WHEREAS, the COUNTY is in need of Adult Day Health, and**

**WHEREAS, the CONTRACTOR has submitted a proposal to provide such goods and/or services.**

**NOW, THEREFORE, in consideration of promises mutually exchanged the Parties agree as follows:**

**1. GOODS AND/OR SERVICES.** CONTRACTOR will provide the goods and/or services as set forth in the Scope of Work (Attachment A), attached hereto and incorporated herein by reference. All items and/or services shall be provided in a competent, workmanlike and professional manner acceptable to the COUNTY. Should there be any discrepancy between the Scope of Work (Attachment A) and the Contract, the Contract shall prevail and control.

**2. PAYMENT AND PRICING.** As full compensation for the CONTRACTOR’S delivery of the goods and/or services, the COUNTY agrees to pay the amounts for the goods and/or services as set out herein and in Attachment A, which is attached hereto and incorporated herein by reference. Payment will be made by the COUNTY to CONTRACTOR within thirty (30) days of receipt of a correct invoice and proper documentation that the goods and/or services have been delivered or provided in accordance with this Contract.

**3. MAXIMUM EXPOSURE CONTRACT.** The maximum financial exposure to the COUNTY under this Contract will not exceed \$537,958.00. Payment will be made only from budgeted funds in accordance with N.C.G.S. Chapter 159.

**4. APPROPRIATION.** This Contract is subject to annual appropriation of funds by the GUILFORD COUNTY Board of Commissioners or other funding source, pursuant to N.C.G.S. Chapter §153A-13.

**5. TERM.** Unless terminated as provided herein, this Contract shall be in effect for Twelve (12) months, beginning October 01, 2025, and ending September 30, 2026, with the option to extend for three (3), one (1) year renewals at the same pricing and terms and conditions upon mutual written agreement of both Parties.

**6. AMENDMENTS.** The terms of this Agreement may only be modified or revised with a written Contract executed by both Parties.

## **7. TERMINATION.**

### **TERMINATION WITHOUT CAUSE.**

COUNTY may terminate this Contract without cause or penalty upon serving a Thirty (30) day written notice to the CONTRACTOR. Subject to this Contract's provisions regarding breach, all goods and/or services provided and accepted as of the date of termination will be paid; similarly, amounts paid in advance, if any, for which deliverables have not been provided and accepted by COUNTY will be promptly refunded to COUNTY by CONTRACTOR within thirty (30) days of date of termination of this Contract.

### **TERMINATION FOR CAUSE.**

If, through any cause, the CONTRACTOR shall fail to fulfill its obligations under this contract in a timely and proper manner, the COUNTY shall have the right to terminate this Contract by giving written notice to the CONTRACTOR and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the CONTRACTOR under this contract shall, at the option of the COUNTY, become its property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the CONTRACTOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of the CONTRACTOR'S breach of this Agreement, and the COUNTY may withhold any payment due the CONTRACTOR for the purpose of setoff until such time as the exact amount of damages due the COUNTY from such breach can be determined. In case of default by the CONTRACTOR, without limiting any other remedies for breach available to it, the COUNTY may procure the contracts services from other sources and hold the CONTRACTOR responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the CONTRACTOR shall be an act of default under this Contract.

**8. BREACH.** If, through any cause, CONTRACTOR or COUNTY ("the breaching party") shall fail to fulfill its obligations under this Contract in a timely and/or proper manner ("breach"), either in whole or in part, and such breach has continued for a period of more than ten (10) days after the other party ("the non-breaching party") has notified the breaching party of such breach, in addition to the right to terminate the Contract upon notice to the breaching party, the non-breaching party shall have all legal, equitable, and administrative rights available under applicable law. Without limiting other remedies, where COUNTY is the non-breaching party COUNTY may: Withhold any payment due CONTRACTOR for the purpose of setoff until such time as the exact amount of damages due COUNTY from such breach can be reasonably determined (at which time that amount shall be deducted from any payment(s) otherwise due to CONTRACTOR) and/or procure the contracted for services or goods from other sources and hold CONTRACTOR responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by CONTRACTOR shall constitute an act of breach under this Contract.

**9. EQUAL EMPLOYMENT OPPORTUNITIES.** GUILFORD COUNTY and the awarded Vendor shall comply with Equal Employment Opportunities (EEO) requirements, and shall ensure that all individuals have an equal opportunity for employment without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, genetic information, or veteran status under the Guilford County EEO Plan, as amended, implemented pursuant to 41 CFR Part 60-2.10(a)(3), 41 CFR §60-741.44(a) and 41 CFR §60-300.44(a), and in accordance with the following laws, as amended: Title VII and Title IX of the Civil Rights Act of 1964; The Equal Pay Act of 1963; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973, as amended (Section 503); the Americans with Disabilities Act of 1990; the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (VEVRAA); the Civil Rights Restoration Act of 1988; NC General Statutes Chapters 116 and 126 and Title II of the Genetic Information Nondiscrimination Act of 2008, the North Carolina Equal Employment Opportunity Policy rev. 2019, along with all other applicable federal and state laws governing equal employment opportunities.

**10. FEDERAL FUNDING – UNIFORM GUIDANCE.** The Parties agree that when utilizing federal funding in the performance of this Agreement, the Parties shall comply with all applicable provisions of 2 C.F.R. §200.326 and 2 C.F.R. Part 200, Appendix II, (Uniform Guidance), including, but not limited to: The Equal Employment Opportunity Clause (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland “Anti-Kickback” Act (40 U.S.C. §3145, as supplemented by Department of Labor (DOL) regulations, 29 C.F.R. Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708, as supplemented by DOL regulations at 29 C.F.R., Part 5. See 2 C.F.R. Part 200, Appendix II(E); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549(1986) and 12689(1989) at 2 C.F.R. Part 180 and the DHS’ regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. Part 200, Appendix II(J) and §200.322); Rights To Inventions by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements (37 C.F.R. Part 401); Record Retention Requirements (2 C.F.R. §200-324); and subsequent amendments, which are incorporated herein by reference.

**11. NOTICES.** All notices pursuant to this Agreement shall be in writing and delivered personally or mailed by certified mail, registered mail, postage prepaid, with return receipt requested, at the addresses appearing below, but each Party may change such address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of three (3) days after mailing.

Victor Isler, Guilford County Manager  
 GUILFORD COUNTY  
 P.O. Box 3427 (zip code 27402)  
 301 West Market Street  
 Greensboro, NC 27401

ADULT CENTER FOR ENRICHMENT  
 Mailing Address: 4100 Well Spring Drive  
 City,State,Zip: Greensboro, NC 27410

**12. INDEPENDENT CONTRACTOR/INDEMNIFICATION** CONTRACTOR shall operate as an independent contractor for all purposes. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the COUNTY and either the CONTRACTOR or any employee or agent of CONTRACTOR. CONTRACTOR is an independent contractor and not an employee, agent, joint venture or partner of the COUNTY. The Parties agree to each be solely responsible for their own acts or omissions in the performance of each of their individual duties hereunder, and shall be financially and legally responsible for all liabilities, costs, damages, expenses and attorney fees resulting from, or attributable to any and all of their individual acts or omissions to the extent allowable by law.

**13. ASSUMPTION.** If CONTRACTOR should undergo merger, acquisition, bankruptcy or any change in their ownership or their name for any reason, CONTRACTOR must immediately notify GUILFORD COUNTY in writing of these changes and provide the COUNTY with legal documentation supporting these changes, such as an Assumption Agreement, Bill of Sale, Articles of Incorporation, Articles of Amendment, sales contract, merger documents, etc. Further, CONTRACTOR will submit the name and address of the assuming CONTRACTOR’S registered agent for service of process and/or all notices required under this Contract.

**14. SEVERABILITY.** If any provision of this Contract is held unenforceable, then such provision will be modified to reflect the Parties' intention. All remaining provisions of this Contract shall remain in full force and effect.

**15. FORCE MAJEURE.** Neither Party shall be liable to the other Party for any failure or delay caused by events beyond such Party's control and not due to its own negligence, provided that such Party uses commercially reasonable efforts to resume performance as soon as reasonably practicable. The non-performing Party shall notify the other Party of the force majeure event within twenty-four (24) hours of the onset thereof. In the event that a force majeure event precludes CONTRACTOR from performing services and/or providing goods for a period of ten (10) consecutive business days, the COUNTY shall have the right to: (a) procure replacement goods and/or services from an alternative source and/or (b) terminate the Contract or portion(s) of Contract upon written notice to CONTRACTOR.

**16. HEADINGS/TITLES/WORDING.** Inclusion of titles of paragraphs or section headings, capitalization of certain words or phrases and/or bold face typestyle of certain words or phrases in this Contract are for convenience purposes only and shall not be used to interpret or construe the provisions of this Agreement. The terms "Contract" and "Agreement" have the same meaning and may be used interchangeably throughout this document. The terms "Attachment" and "Exhibit" have the same meaning and may be used interchangeably throughout this document.

**17. GUILFORD COUNTY LIABILITY INSURANCE REQUIREMENTS.**

**WORKERS COMPENSATION:** CONTRACTOR agrees to maintain coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include employer's liability with limits of at least \$1,000,000.00 for each accident, \$1,000,000.00 for each employee, with at least a \$1,000,000.00 aggregate policy limit.

**COMMERCIAL PROFESSIONAL LIABILITY:** CONTRACTOR does hereby agree to maintain limits of at least \$1,000,000.00 per occurrence, per location, single limit for bodily injury liability and property damage liability, with at least a \$2,000,000.00 aggregate limit, per location. This shall include premises and/or operations, independent contractors, products and/or completed operations, broad form property damage and explosion, collapse and underground damage coverage, and a contractual liability endorsement.

**BUSINESS AUTO LIABILITY:** CONTRACTOR does hereby agree to maintain limits of at least \$1,000,000.00 per accident combined single limit for bodily injury liability and property damage. This should include owned vehicles, plus hired and non-owned vehicles.

**COMMERCIAL GENERAL LIABILITY:** CONTRACTOR does hereby agree to maintain limits of at least \$1,000,000.00 per occurrence, per location, single limit for bodily injury liability and property damage liability, with a \$2,000,000.00 aggregate limit, per location. This shall include premises and/or operations, independent contractors, products and/or completed operations, broad form property damage and explosion, collapse and underground damage coverage, and a contractual liability endorsement.

**UNDERWRITING, ADDITIONAL INSURED, AND CANCELLATION NOTICE REQUIREMENTS:** All insurance shall be written by companies with an AM Best rating "A" or higher. GUILFORD COUNTY shall be named as an additional insured on CONTRACTOR insurance policies, which shall be primary and not contributory to any other insurance that may be available to the COUNTY. Such certificates shall require that the policies shall not be canceled or reduced in coverage until thirty (30) days written notice of such cancellation or reduction has been received by CONTRACTOR and GUILFORD COUNTY.

**MAINTENANCE OF INSURANCE COVERAGE AND RENEWAL DOCUMENTATION:** CONTRACTOR original insurance policies or certified copies of policies may be required by COUNTY at any time. Current, valid insurance policies meeting the requirements stated herein shall be maintained for the duration of the Agreement. Renewed policies shall be sent to the COUNTY at the above address thirty (30) days prior to any expiration date.

Upon the COUNTY'S offer of award of this Agreement, CONTRACTOR will provide Certificates of Insurance for meeting the required insurance provisions. The Certificate of Liability shall state, "Guilford County is added as an additional insured as evidenced by the endorsement attached to this Certificate." CONTRACTOR will provide copies of insurance certificate(s) Guilford County Purchasing with their award package.

All insurance documents required under this Contract shall be forwarded to:

GUILFORD COUNTY

Attention: Risk Management

301 West Market Street

Greensboro, NC 27401

Reference: GUILFORD COUNTY CONTRACT NO. **90007611**

With CONTRACTOR'S NAME: ADULT CENTER FOR ENRICHMENT

In the event CONTRACTOR fails to maintain and keep in force for the duration of this Contract the insurance required herein, the COUNTY may cancel and terminate this Contract without notice.

**18. ENTIRE AGREEMENT.** This Contract, including the Exhibits and/or Attachments, if any, sets forth the entire Agreement between the Parties. All prior conversations or writings between the Parties hereto or their representatives are merged within and extinguished. This Contract shall not be modified except by a writing subscribed to by all the Parties.

**19. JURISDICTION.** The Parties agree that this Contract is subject to the jurisdiction and laws of the State of North Carolina. The CONTRACTOR will comply with bid restrictions, if any, and applicable laws, including N.C.G.S. §143-129(j) regarding E-Verify. Any controversies arising out of this Contract shall be governed by and construed in accordance with the laws of the State of North Carolina.

(The remainder of this page is intentionally left blank.  
This Contract continues with signatures on the following page.)

ATTEST:

Robin B. Keller
Date

Guilford County Clerk to Board

ATTEST:

Signed by: Alyssa Geary 9/5/2025 | 6:09 PM EDT

8CB3EA1A785D4BE...

Witness \_\_\_\_\_ Date \_\_\_\_\_

Print Name: Alyssa Geary

\_\_\_\_\_  
Guilford County Department Director / Designee

## ATTACHMENT A – SCOPE OF WORK

**Federal Tax Id. or SSN # 56-1599072**

**Contract # 90007611**

**A. CONTRACTOR INFORMATION:**

1. Contractor Agency Name: **ADULT CENTER FOR ENRICHMENT**
2. *If different* from Contract Administrator Information in General Contract: Kenneth A. Tutterow  
Address: 4100 WELL SPRING DRIVE, GREENSBORO NC 27410  
Telephone Number: **336-545-5421** – Fax Number: 336-478-2118
3. Name of Program (s): Adult Day Health
4. Status: ( ) Public (x) Private, Not for Profit ( ) Private, For Profit
5. Contractor's Financial Reporting Year: FY July 2025 – June 2026

**B. The Contractor will:**

1. Ensure necessary services as authorized are completed and notify the COUNTY of units of services rendered. All services will be provided in a competent and professional manner acceptable to the COUNTY.
2. Furnish verification of its valid North Carolina license to provide Adult Day Care/ Health Services.
3. Have liability insurance which protects the Department and holds its employees harmless from personal and property damage, which may occur during the term of the Agreement.

Vendors at all times will indemnify, release, protect, defend and hold the Guilford County harmless from and against any and all loss, liability, expenses, (including expenses to bring suit) claims, or demands arising from personal injury (including death at any time resulting therefrom) or property damage to any person, including Contractor or the Corporation occurring as a direct or indirect result of, or in any manner connected with the performance of this Contract, whether such injury or damage shall be caused by the negligence of contractor, contractor's employees, Contractor's subcontractors, or employees of any of the Contractor's subcontractors hereunder and Vendor shall at its expense defend any and all actions based thereon and shall pay all charges of attorneys and all costs and other expenses arising there from.

Formal Contract monitoring occurs at least annually. Monitoring may include review of agency eligibility to provide Adult Day Care/ Health Services, Adult Day Care/ Health policy for service provision, client initial assessment/annual reassessment, documentation of medical forms and eligibility of service, and unit verification, etc. Problems with meeting contract requirements are addressed on an on-going basis.

4. Keep confidential any information about a client which is shared by GUILFORD COUNTY DEPARTMENT OF HEALTH and HUMAN SERVICES- DIVISION OF

SOCIAL SERVICES or the client except for those individual staff persons who need information to provide services.

5. Report changes in client's condition, problem, and barrier to providing services within twenty-four (24) hours of their identification.
6. Report all incidences to GUILFORD COUNTY DEPARTMENT OF HEALTH and HUMAN SERVICES- DIVISION OF SOCIAL SERVICES and PUBLIC HEALTH the day of occurrence or upon notification. Report will include a description of the incident, parties notified or involved, and actions taken.
7. Maintain appropriate program records, client case files which document the provision of services and maintain a valid authorization for services for each determined to be eligible by the GUILFORD COUNTY DEPARTMENT OF HEALTH and HUMAN SERVICES- DIVISION OF SOCIAL SERVICES.

C. Explanation of Services to be provided and to whom: (030) (031) (155)

1. The Adult Day Care/ Health Program will provide the following services:

The purpose of these activities shall be to improve and support the participant's personal independence and to promote social, physical, and emotional well-being.

An organized schedule of activities including social, educational, recreation events, physical activity, and field trips. The program will include opportunities for both group and individual activities. Activities are designed to meet the needs and interests of the participants.

Transportation for field trips should be provided by contracted agencies with appropriate automotive insurance.

Consumers requiring transportation to centers for services should be referred to Guilford County Department of Health and Human Services/ Department of Social Services Transportation Department. However, family members and participants should be **encouraged to provide transportation** if they can without the assistance of the program.

Adult Day Health recipients will have documentation of all medical conditions being monitored by the program and the methods/ frequency of intervention of the monitoring. This information should be documented on assessments of the adult as an eligibility requirement for participation. Any findings that an individual is not eligible for Adult Day Services should be reported to Guilford County Department of Health and Human Services within 24 hours of the finding.

A hot noon meal should be provided to meet (1/3) of the daily nutritional requirements for an adult. A mid-morning and mid-**afternoon** snack should be offered and served on a regular basis.



The Day Care program will be open (5) days a week and provide no less than (6) hours of participation each day.

## 2. Enrollment Policies

A participant may be enrolled on a full or part-time basis depending upon the needs of the participant.

The number of Guilford County Department of Health and Human Services certified participants which can be enrolled in a program is based on the funding **allocation** as **indicated** in the **vendor** agreement.

Enrollment of Guilford County Department of Health and Human Services participants will be in keeping with target population for Adult Day Care/ Health Services as indicated in the North Carolina Adult Day Care Services Standards for Certification.

The Guilford County Department of Health and Human Services will make appropriate referrals to each Adult Day Care/ Health Program. However, the department cannot guarantee that a program will be filled to its certified capacity.

If a potential recipient of HCCBG/ SSBG funding is identified by the provider, the provider will complete the DAAS 101 form and submit it to Guilford County Department of Health and Human Services.

The Adult Day Care/ Health Program will have final authority to accept or deny applicants for enrollment based on written admission criteria and current enrollment. Screening of applicants must include an in-person review of needs prior to a screening decision.

Eligible applicants will not be denied based solely on the funding source available to pay for services.

Other funding sources (including private pay and provider scholarship) will be reviewed as primary funding options prior to HCCBG/ SSBG funding approval.

The Day Care program will notify the Guilford County Department of Health and Human Services immediately of action taken regarding Department of Health and Human Services recipients of HCCBG/ SSBG funding.

The Department of Health and Human Services/ Department of Social Services Aging and Adult Service Division (AASD) will maintain inquiry lists for both Adult Day Care and Adult Day Health Services.

ARMS will be managed by AASD.

## D. Rate per unit of Service (define the unit):

A Day Care Unit is (1) day of Service

1. Maximum Allowable Reimbursement will be based on enrollment and begins on the date specified on the Purchase of Service and continues until terminated.

#### **Adult Day Care**

##### **Daily Rates:**

**Effective 7-1-2025:**

**SSBG supported services:** \$65.00 per unit of Adult Day Care Services

**HCCBG supported services:** \$65.00 per unit of Adult Day Care Services

#### **Adult Day Health**

##### **Daily Rates:**

**Effective 7-1-2025:**

**SSBG supported services:** \$90.00 per unit of Adult Day Health Services

**HCCBG supported services:** \$90.00 per unit of Adult Day Health Services

DAAS Administrative Letter No. 10-09 announces the unbundling of transportation and daily care rate for HCCBG reimbursement.

The rates listed above are applicable at the effective date of this Contract Amendment and may fluctuate (increase or decrease) from time to time thereafter as approved by appropriate parties. A letter from the County to Provider may be generated for record keeping purposes, however an amendment will have to be generated.

#### **E. Details of Billing process and Time Frames:**

##### **1. Expenditures**

The Provider will report expenditures monthly in accordance with policy set forth by the Controller's Office, Guilford County Department of Health and Human Services, issued via the Fiscal Manual. Expenditures are to be reported on the Guilford County Department of Health and Human Services Administrative Costs Report (Form GCDHHS-1571) for SSBG and Form DOA ZG-903 for HCCBG. Reports are to be submitted to the Guilford County Department of Health and Human Services by the Twenty-Fifth (25th) day of the month in which services are delivered. Upon receipt of accurate vouchers, the Guilford County Department of Health and Human Services will reimburse the Provider monthly, by the Fifteenth (15th) day of month following the month in which the services were provided.

In lieu of a check, a credit memo is the preferred method for refunds. Guilford County will deduct the refund amount from the next payment.

## 2. Consumer Contributions

(x) 1. No fees will be charged to individuals determined to be eligible for services by the Guilford County's Health and Human Services Department under SSBG or HCCBG Program.

(x) 2. The service(s) under contract with the Provider are services that are subject to **Consumer** Contributions. If a client participates in the Consumer Contributions, the Guilford County Department of Health and Human Services will be responsible for establishing written policies and, procedures governing the collection of the Consumer Contributions Funds from all Service Recipients. The Guilford County Department of Health and Human Services will document that reasonable efforts have been made to collect Consumer Contributions Funds.

(x) 3. Recipients will not be terminated for failure to pay the agreed **upon Consumer Contributions** amount.

(x) 4. Customer Contributions for HCCBG/ SSBG services will be sent directly from the consumer to Guilford County Department of Health and Human Services/ Department of Social Services.

## 3. Audit Requirements

The Provider shall be responsible for compliance with the audit **requirements** of the Department of Human Resources Federal Regulation 45 CFR Part 74, Administration of Grants or State Administrative Procedures Manual for Federal Block Grant Funds or Division of Aging. **Home and Community Grant, whichever** is applicable.

( ) 1. NA

**Private**, non-profit if amount of **reimbursement received** is under \$1000; **private** for profit or individual

(x) 2. Applicable to private, non-profit. Providers if reimbursed \$1000 or over.

F. Area to be served/Delivery site(s): Guilford County

G. Attendance

The Day Care/ Health provider must report to the Adult Day Services Coordinator/ Case Management Social Worker any SSBG or HCCBG funded participant that has been absent (5) consecutive days. The Adult Day Services Coordinator/ Social Worker will consult with the provider, family and participant to discuss attendance problems and determine if day care continues to be appropriate. When the participant has been absent for up to (10) consecutive scheduled days, the Adult Day Care/ Health provider may no longer report units for this person until such time the **participant** returns.

H. Holidays and Leave

The Adult Day Care/ Health program may reserve the right to annual vacation leave days at which the center or home may be closed. The Guilford County Department of Health and Human Services will not assure transportation on holidays observed by Guilford County. Not more than five (5) consecutive days may be **taken at any** one time. A ( 1 ) **month advance notice** should be given to the participants regarding vacation leave. Guilford County Department of Health and Human Services **will** not assume financial **payment** for Adult Day **Care/ Health annual vacation** leave.

Legal holidays observed by Guilford County Department of Health and Human Services as follows;

- New Year's Day
- Martin Luther King, Jr. Day
- Good Friday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Thanksgiving
- Christmas

All vacation will be **figured** on the fiscal year. It is non-cumulative.

The Adult Day Care/ Health program will use the school system schedule as a guide for closing for hazardous weather conditions.

Each Adult Day Care/ Health is required to provide Guilford County Department of Health and Human Services/ Department of Social Services with an annual schedule of holidays by June 1 each year.

I. The Termination of Day Care/ Health Services

The **Adult Day Care/ Health program** will notify the Guilford County Department of Health and Human Services of any **instances in which consideration** is given to **termination** of a Guilford County Department of Health and Human Services **certified participant** from the **program**. No decision for **termination** will be made without prior consultation with Guilford County Department of Health and Human Services and without two weeks (14 days) notice to the Guilford County Department of Health and Human Services and to the participant.

J. Consultation

The Adult Day Services Coordinator will be available for consultation regarding the operation of the Adult Day Care/ Health facility. Identifying needs of the individual Adult Day Care/ Health participant is the responsibility of the Adult Day Care Director and the Adult Day Services Coordinator.

## Details of Day Services Coordinator and Monitoring Responsibilities:

### I. Statutory Authority

North Carolina General Statute 131D-6 authorizes the Department of Health and Human Services to annually inspect and certify all Adult Day Care/ Health Programs under the rules adopted by the Social Services Commission, and to enforce the rules of the Social Services Commission.

### II. Purpose

Counties with Adult Day Care or Adult Day Health centers are required to designate a social worker to act as Adult Day Care Coordinator (Adult Day Services Coordinator). The Coordinator is responsible for assisting programs with initial certification of adult day care programs, monitoring adult day care programs to assure compliance with Standards of Certification, serve as consultant to adult day care programs to assist in Standards of Certification interpretation, assist with annual recertification of adult day care programs, and investigate complaints received concerning adult day care services.

Adults who need adult day care and adult day health services are aging, disabled and handicapped persons who have impairments which prohibit them from living independently without supportive services and which put them at risk of becoming institutionalized.

### III. Definitions

Adult Day Care; a structured program of activities during the day for aging, disabled and handicapped adults in a community group setting for the purpose of supporting adults' personal independence, and promoting their social, physical, and emotional well-being. Services must be provided in a home or center certified to meet state standards for such programs.

Adult Day Health; a structured program of activities and services during the day for aging, disabled and handicapped adults but participants enrolled in adult day health also require daily nursing supervision.

Combination Program; adult day care and adult day health provided within one program. In a combination program, persons are enrolled for the level of service needed either adult day care or day health. Activities and services are provided in the same setting with the same staff.

Special Care Services; program that promotes itself as providing programming, activities or care specifically designed for persons with Alzheimer's Disease or other dementias, related disorders, mental health disabilities, or other special needs or conditions.

#### **IV. Certification**

An individual, group or organization contacts the department of Health and Human Services when interested in opening an adult day service.

"Opening an Adult Day Care" package provided to interested party. Package includes:

- General Information about Adult Day Services
- Information Fact Sheet providing a step-by-step guide.
- A brief description of the difference between Adult Day Care Homes, Day Care Centers, Day Health Centers, and Combination Centers
- A listing of Adult Day Services currently certified in Guilford County
- A funding Fact Sheet
- Information/Resource List
- Certification Checklist

If party is interested after reviewing the information, the Coordinator will meet with applicant to review Certification requirements and process (described in Section VI of the North Carolina Adult Day Care and Day Health Services Standards for Certification Manual).

The Coordinator will notify Department of Public Health if applicant is interested in opening an Adult Day Health or Combination program. The Department of Public Health's Adult Day Health Services Specialist will assist with the medical aspects of Certification.

The applicant is responsible for obtaining all needed inspections by local authorities (such as fire, building and sanitation) and obtaining them within the timetable for certification.

The applicant is responsible for developing all needed policies for Certification. The Coordinator will review all policies to assure they meet Standards and will provide guidance and recommendations to the applicant.

When the information from the applicant is sufficient to meet Standards for Certification, the DAAS-1500 (Adult Day Care), or DAAS-6205 Part A (Adult Day Health and Combination programs) is completed. The Adult Day Health Services Specialist completes DAAS-6205 Part B and is included in the Certification package.

The Certification package is forwarded to Division of Aging and Adult Services Adult Day Care Consultant. Consultant visits the program with the Coordinator (and Specialist, if applicable) and makes a determination within 14 business days of receipt of the package. If approved, a Certificate is granted with the number of participants the center can accommodate, and daycare/day health services may begin.

#### **V. Monitoring**

The Coordinator is responsible for visiting the program at least once monthly and more frequently if necessary, to review the program's operation, compliance with standards, and

follow up on recommendations made during the certification review and in previous monitoring visits. The Coordinator may make announced or unannounced visits to the program to complete the required monitoring. A combination of announced and unannounced visits is recommended.

A Monitoring Report (DAAS-6214) is completed during each monitoring visit. The Coordinator will review in depth one aspect of the program per visit in order to become knowledgeable about the total operation of the program. For example, one month the visit may focus on service plans, the next on program records, the next on the facility, etc. The Coordinator should use the appropriate Monitoring Report to record the findings of his/her visit. See <http://www.ncdhhs.gov/aging/adcdow.htm> for the current Monitoring Reports (Program Activities; Comprehensive Assessment and Care Plan; Emergencies; Governing Body/Program Policies; Nutrition; Participant Records; Personnel; Program Evaluation; Program Records; Special Care Services; Transportation).

Monitoring Reports are signed by the Coordinator and the program Director (or designee) and forwarded to the Adult Day Services Consultant at the Division of Aging and Adult Services.

Any non-compliance with Standards that do not violate the health, safety or welfare of the participants are noted as "Concerns" on the Monitoring Report. All concerns are to be reviewed the following month, or sooner, to assure they have been corrected.

Concerns that violate the health, safety or welfare of participants, or recurring non-compliance with a Standard that was previously documented on the Monitoring Report, require completion of the Notice of Violation Report (DAAS-6215). A corrective action is developed with the Program Director and, along with a completion date for correcting the violation, is noted on the DAAS-6215.

The Coordinator will make a follow-up visit to assure timely corrective action is taken and documentation of the visit will be made on the DAAS-6215. When planned corrections have not been made within the time frame allowed, the program will be considered in willful violation of the Standards. The Coordinator will notify the Division of Aging and Adult Services who is responsible for the implementation of any negative actions.

## **VI. Recertification**

Certification is valid for one year and must be renewed annually. The Division of Aging and Adult Services will forward a letter reminding the program and Coordinator of the need for recertification, and which Consultant will be reviewing the information. The program is responsible for providing the Coordinator with all required information (see DAAS 1500 or DAAS 6205 part A) in a timely manner. The Coordinator will complete the DAAS-1500 or DAAS-6205 Part A and the Health Specialist will complete the DAAS-6205 Part B, if applicable. The recertification package must be received by the Division of Aging and Adult Services Adult Day Care Consultant at least 30 days but not more than 90 days before certification expiration.

## **VII. Complaint Investigations**

The Coordinator is responsible for investigating complaints. Generally, there are 3 basic types of complaints:

Uncertified Programs- an allegation that an individual is or individuals are providing adult day care and/or adult day health services without certification from the Division of Aging and Adult Services (DAAS) in violation of G.S. 131D-6.

Standards Violations- an allegation that an adult day care and/or adult day health provider is not meeting the minimum standards for certification.

Adult Abuse/Neglect/Exploitation Reports- an allegation that an adult day care and/or adult day health program participant is being abused/neglected/or exploited. The complainant should be directed to immediately report this allegation to the county department of Health and Human services, adult protective services section, where the program is located. Additionally, the receiver of this category of allegation shall contact the county department of Health and Human services, adult protective services section, where the program is located if the receiver has reasonable cause to believe that a disabled adult is in need of protective services.

The DAAS-600 form should be used to record any complaint.

Incidents precipitating complaint must have occurred within a reasonable amount of time and must be regulated by NC General Statute, federal law or the DAAS Standards for Certification.

Refer to:

North Carolina Division of Aging and Adult Services Adult Day Care and Adult Day Health Services Procedures Manual **Appendix C 9/2010 Adult Day Care/Adult Day Health Services Complaint Policy** for Complain investigation procedures and requirements.

### **VIII. Provisional Certifications**

If a provisional certification is issued by NCDAAS, Guilford County DHHS/DSS will determine if new participants can be added using HCCBG/ SSBG funding during the provisional certification period. Once services provided are deemed in compliance with North Carolina Standards of Service, new admissions can be reinstated.