

GENERAL ASSEMBLY OF NORTH CAROLINA

SESSION 1993

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SENATE BILL 842*

Short Title: Long-Term Care/Dom. Home Managers.

(Public)

Sponsors: Senators Cooper; and Walker.

Referred to: Children and Human Resources.

April 13, 1993

1 A BILL TO BE ENTITLED
2 AN ACT FOR THE APPOINTMENT OF TEMPORARY MANAGERS FOR LONG-
3 TERM CARE FACILITIES AND DOMICILIARY HOMES.

4 The General Assembly of North Carolina enacts:

5 Section 1. Chapter 131E of the General Statutes is amended by adding a new
6 Article to read:

7 **"ARTICLE 13.**

8 **"TEMPORARY MANAGEMENT OF LONG-TERM CARE FACILITIES.**

9 **"§ 131E-230. Legislative findings.**

10 The General Assembly finds that:

- 11 (1) A substantial number of citizens of this State now reside, or in the
12 future may reside, in long-term care facilities within this State;
13 (2) Improper operation of long-term care facilities may tend to create a
14 substantial risk of serious physical injury to residents;
15 (3) The closure of a long-term care facility can have adverse effects on the
16 residents thereof, especially if the closure and transfer of residents is
17 done hastily;
18 (4) The general health and welfare of the people of this State, particularly
19 those persons residing in long-term care facilities within this State,
20 would be enhanced by development of a procedure for the court
21 appointment of a temporary manager to assure the proper operation of
22 a long-term care facility in certain instances until a manager chosen by
23 the facility is prepared to properly operate the facility, or until the
24 residents can be safely transferred to a proper alternative setting; and

- 1 (5) The use of a temporary manager is intended as a temporary measure
2 and the ongoing or long-term operation of a nursing facility by a
3 temporary manager is neither beneficial nor appropriate.

4 **"§ 131E-231. Definitions.**

5 As used in this Article, unless otherwise specified:

- 6 (1) 'Long-term care facility' means a nursing home as defined in G.S.
7 131E-101(6), a domiciliary home as defined in G.S. 131D-2(a)(3), and
8 a domiciliary home as defined in G.S. 131E-101(4).
9 (2) 'Resident' means a person who has been admitted to a long-term care
10 facility.
11 (3) 'Respondent' means the person or entity holding a license pursuant to
12 G.S. 131E-102 or G.S. 131D-2 or a person or entity operating a long-
13 term care facility subject to licensure without a license.

14 **"§ 131E-232. Who may petition; contents of petition.**

15 The Department may petition a court of competent jurisdiction to appoint a
16 temporary manager to operate a long-term care facility. The petition shall set forth
17 material facts showing that one or more of the grounds for appointment of a temporary
18 manager set forth in G.S. 131E-234 exist, that the facts set forth in the petition have
19 been brought to the attention of the respondent, and that the conditions described in the
20 petition have not been remedied within a reasonable period of time. The petition shall
21 also set forth a brief description of the action or actions necessary to remedy the alleged
22 conditions.

23 **"§ 131E-233. Procedures for appointment; evidence in defense.**

24 (a) The procedure for petitioning the superior court for the appointment of a
25 temporary manager, including service of process shall be in accordance with the North
26 Carolina Rules of Civil Procedure. If personal service of a copy of the petition cannot be
27 made with due diligence upon the respondent, service may be made upon the respondent
28 by sending a copy of the summons and petition to the respondent by registered mail at
29 the respondent's last known address and by hand-delivering or mailing a copy to the
30 administrative or staff person in charge of the facility.

31 (b) A hearing shall be held on the petition within 20 days of service of the
32 petition upon the respondent. Both the Department and the respondent may present
33 evidence and written and oral argument at the hearing regarding the allegations of the
34 petition. It shall be relevant evidence in defense to a petition that the conditions alleged
35 in the petition do not in fact exist, that such conditions do not exist to the extent alleged,
36 or that such conditions have been remedied or removed.

37 **"§ 131E-234. Grounds for appointment of temporary manager.**

38 Upon a showing by the Department that one or more of the following grounds exist,
39 the court may appoint a temporary manager for an initial period of 30 days or the first
40 review by a superior court judge pursuant to G.S. 131E-243, whichever is longer:

- 41 (1) Conditions or a pattern of conditions exist in the long-term care facility
42 that create a substantial risk of death or serious physical harm to
43 residents or that death or serious physical harm has occurred, and it is

1 probable that the facility will not or cannot immediately remedy those
2 conditions or pattern of conditions;

3 (2) The long-term care facility is operating without a license;

4 (3) The license of the long-term care facility has been revoked or the long-
5 term care facility is closing or intends to close and: (i) adequate
6 arrangements for relocating residents have not been made, or (ii) quick
7 relocation would not be in the best interest of the residents; or

8 (4) A previous court order has been issued requiring the respondent to act
9 or refrain from acting in a manner directly affecting the care of the
10 residents and the respondent has failed to comply with the court order.

11 **"§ 131E-235. Alternative to appointment of temporary manager.**

12 (a) After the hearing described in G.S. 131E-233(b), if the court finds that the
13 evidence warrants the granting of the relief sought and the respondent applies to the
14 court for permission to promptly remove or remedy the conditions or pattern specified
15 in the petition and demonstrates the ability to promptly undertake and complete the
16 removal or remedying of such conditions or pattern, the court, in lieu of appointing a
17 temporary manager, may issue an order permitting the respondent to remove or remedy
18 the conditions in accordance with a time schedule and subject to conditions determined
19 by the court, including the posting of security for the performance of the work as may
20 be fixed by the court.

21 (b) If, after entry of an order pursuant to subsection (a) of this section, it appears
22 that the respondent is not proceeding in accordance with the court's order in removing
23 or remedying the conditions found by the court to exist, the Department, upon notice to
24 the respondent, may move the court for an order appointing a temporary manager
25 pursuant to the court's findings at the original hearing. If upon hearing the matter, the
26 court finds that the respondent is not proceeding in accordance with the court's order,
27 the court may appoint a temporary manager as authorized by G.S. 131E-234. If the
28 respondent has posted security to ensure removal or remedying of the conditions found
29 by the court, the security or any part of the security as is necessary may be used by the
30 temporary manager to remedy the conditions.

31 **"§ 131E-236. Compensation of temporary manager.**

32 The court shall set the compensation of the temporary manager.

33 **"§ 131E-237. Candidates for temporary managers.**

34 In the petition the Department shall nominate at least one candidate for temporary
35 manager and shall include the name, address, and qualifications of each nominee. The
36 Department shall maintain a list of persons qualified to act as temporary managers. The
37 person or persons nominated by the Department to serve as temporary manager shall
38 either be employed by the Department or be one of the persons on the list of qualified
39 persons maintained by the Department. This nominee shall be approved by the court
40 reviewing the Department's petition for appointment of a temporary manager.

41 **"§ 131E-238. Temporary manager; powers and duties.**

42 A temporary manager appointed under this section:

43 (1) May exercise those powers and shall perform those duties ordered by
44 the court;

- 1 (2) Shall operate the long-term care facility in compliance with State and
2 federal laws and assure the safety of the residents and the delivery of
3 services to them;
- 4 (3) May operate the facility under a temporary license issued by the
5 Department in the event that the license of the original operator has
6 been revoked or suspended or was never issued;
- 7 (4) Shall have the same rights as the respondent to possession of the
8 building in which the long-term care facility is located and of all goods
9 and fixtures located in the building at the time the temporary manager
10 is appointed. If the court finds that between the time the petition is
11 filed and the temporary manager is appointed, the respondent has
12 transferred assets for the purpose of frustrating the intent of this
13 section, the court may require the respondent to repay to the temporary
14 manager the value of such transferred assets. The temporary manager
15 shall take all actions necessary to protect and conserve the assets and
16 property of which the temporary manager takes possession, and the
17 proceeds of any transfer, and may use them only in the performance of
18 the powers and duties set forth in this section and as may be ordered
19 by the court;
- 20 (5) May use the building, fixtures, furnishings, and any accompanying
21 consumable goods in providing care and services to residents and to
22 any other persons receiving services from the long-term care facility at
23 the time the petition for temporary management was filed. The
24 temporary manager shall collect payment for all goods and services
25 provided to residents or others at the same rate and method of payment
26 as was charged by the respondent at the time the petition for temporary
27 management was filed, unless a different rate is set by the State or
28 other third-party payors. The temporary manager shall owe a duty to
29 the owner of the long-term care facility to protect and preserve, and to
30 avoid the waste or diminution of, the building, fixtures, furnishings,
31 consumable goods, receipts, and other assets of the facility and to
32 prevent the use of those assets for any purpose other than the
33 reasonable operation of the facility;
- 34 (6) May correct or eliminate any deficiency in the structure or furnishings
35 of the long-term care facility that endangers the safety or health of
36 residents, provided the total cost of correction of all such deficiencies
37 does not exceed one thousand dollars (\$1,000);
- 38 (7) Shall submit to the court a plan in accordance with G.S. 131E-239 for
39 correction or elimination of any deficiency or deficiencies in the
40 structure or furnishings of the long-term care facility that endanger the
41 safety or health of residents and that are estimated to exceed one
42 thousand dollars (\$1,000), and shall carry out the plan with any
43 modification approved by the court;

- 1 (8) May enter into contracts and hire agents and employees to carry out
2 the powers and duties created under this section, provided that the
3 temporary manager must notify the court and the respondent prior to
4 entering into any substantially new contract obligating the respondent
5 to pay more than one thousand dollars (\$1,000);
- 6 (9) Except as specified in G.S. 131E-241, shall honor all leases,
7 mortgages, and secured transactions governing the building in which
8 the long-term care facility is located and all goods and fixtures in the
9 building of which the temporary manager has taken possession, but, in
10 the case of a rental agreement, only to the extent of payments that are
11 for the use of the property during the period of the temporary
12 management, or, in the case of a purchase agreement, come due during
13 the period of the temporary management;
- 14 (10) Shall have full power to direct, manage, and discharge employees of
15 the long-term care facility, consistent with applicable State and federal
16 laws governing the employment of these employees;
- 17 (11) If transfer of the residents is necessary, shall cooperate with the
18 Department or local departments of social services or both in carrying
19 out the transfer of residents to an alternative placement;
- 20 (12) Shall be entitled to and shall take possession of all property or assets of
21 residents in the possession of the respondents. The temporary manager
22 shall preserve all property, assets, and records of residents of which the
23 temporary manager takes possession and shall provide for the prompt
24 transfer of the property, assets, and records to the alternative
25 placement of any transferred resident. No owner, licensee, or
26 administrator of a facility under temporary management shall be liable
27 for the waste, mismanagement, or other negligent or intentional
28 wrongful act of a temporary manager with respect to the property or
29 assets of residents; and
- 30 (13) May be held liable in his personal capacity only for his own gross
31 negligence or intentional acts.

32 **"§ 131E-239. Plan for correction of deficiencies in excess of one thousand dollars**
33 **(\$1,000).**

34 (a) If the temporary manager determines that it is necessary to correct a
35 deficiency or deficiencies in the structure or furnishings reasonably estimated by the
36 temporary manager to cost in excess of one thousand dollars (\$1,000), the temporary
37 manager shall submit to the court a written plan that contains the following:

- 38 (1) A description of the deficiency or deficiencies that require correction;
39 (2) A description of the method proposed by the temporary manager for
40 correction of the deficiency or deficiencies; and
41 (3) An estimate of the cost of the correction or corrections.

42 (b) A copy of the plan shall be served upon the Department and the respondent
43 on the same day that it is submitted to the court.

1 (c) If the Department or respondent makes a written request for a hearing within
2 seven days after the submission of the plan to the court, a hearing on the proposed plan
3 of correction shall be held. If a hearing is requested by a party, the hearing shall be held
4 within 14 days of the written request. The Department, respondent, and temporary
5 manager shall have the opportunity to present evidence at the hearing regarding the
6 proposed plan. Upon hearing the evidence, the court may approve the plan, modify the
7 plan, or, if the court determines as a result of the evidence that the alleged deficiency
8 does not require correction, it may reject the plan. If no party requests a hearing on the
9 plan in accordance with this subsection, the court may order the temporary manager to
10 proceed to implement the plan.

11 (d) In the event of an emergency situation involving the structure or furnishings
12 of the facility the correction of which will cost in excess of one thousand dollars
13 (\$1,000) and where failure to correct the situation immediately will likely result in
14 serious physical harm or death to residents, the temporary manager may proceed to
15 correct the situation in the most economical and efficient manner under the
16 circumstances without prior court approval of a plan. If the court later determines
17 pursuant to G.S. 131E-244(b) that the expenditure was not necessary or reasonable
18 under the circumstances, payment for the expenditure or any part determined to be
19 unreasonable or unnecessary by the court, must be paid from the contingency fund
20 described in G.S. 131E-242. If the payment was initially made by the temporary
21 manager from the contingency fund, the respondent shall have no obligation to repay
22 those funds to the contingency fund upon a finding that the expenditure was
23 unreasonable or unnecessary. If the payment was initially made by the temporary
24 manager from operating revenues of the facility, the respondent shall be entitled to
25 repayment of those amounts from the contingency fund.

26 **"§ 131E-240. Payment to temporary manager.**

27 (a) A person served with notice of an order of the court appointing a temporary
28 manager and of the temporary manager's name and address shall be liable to pay the
29 temporary manager for any goods or services provided by the temporary manager after
30 the date of the order if the person would have been liable for the goods or services
31 supplied by the respondent or an agent of the respondent. The temporary manager shall
32 give a receipt for each payment and shall keep a copy of each receipt on file. The
33 temporary manager shall deposit amounts received in a special account and shall use
34 this account for all disbursements.

35 (b) The temporary manager may bring an action to enforce the liability created
36 by subsection (a) of this section. Proof of payment to the temporary manager is as
37 effective in favor of the person making the payment as payment of the amount to the
38 person who, but for this subsection, would have been entitled to receive the sum paid.

39 (c) A resident may not be discharged, nor may any contract or rights be forfeited
40 or impaired, nor may forfeiture or liability be increased, by reason of an omission to pay
41 a respondent, licensee, or other person a sum paid to the temporary manager.

42 **"§ 131E-241. Avoidance of preexisting leases, mortgages, and contracts.**

43 (a) A temporary manager shall not be required to honor any lease, mortgage,
44 secured transaction, or other wholly or partially executory contract entered into by the

1 respondent, licensee, or administrator of the long-term care facility if the temporary
2 manager demonstrates to the court that the rental price, rate of interest, or other
3 compensation to be paid under the contract or agreement is unreasonable in light of
4 conditions existing at the time the agreement was entered into by the parties or in light
5 of the relationship of the parties.

6 (b) If the temporary manager is in possession of real estate or goods subject to a
7 lease, mortgage, security interest, or other contract that the temporary manager is
8 permitted to avoid under subsection (a) of this section, and if the real estate or goods are
9 necessary for the continued operation of the long-term care facility, the temporary
10 manager may apply to the court to set a reasonable rental price, rate of interest, or other
11 compensation to be paid by the temporary manager during the duration of the temporary
12 management. The court shall hold a hearing on the application within 15 days after
13 receipt of the application. At least 10 days prior to the hearing, the temporary manager
14 shall send notice of the application to any known person with any beneficial interest in
15 the property involved.

16 (c) Payment by the temporary manager of the amount determined by the court to
17 be reasonable is a defense to any action against the temporary manager for payment or
18 for possession of the goods or real estate subject to the lease, mortgage, security
19 interest, or other contract involved by any person who received such notice, but the
20 payment does not relieve the obligee of liability for the difference between the amount
21 paid by the temporary manager and the amount due under the original lease, mortgage,
22 or security interest involved.

23 **"§ 131E-242. Contingency fund.**

24 (a) The Department shall establish a temporary management contingency fund
25 from the proceeds of penalties collected by the Department under the provisions of G.S.
26 131E-109 and G.S. 131E-129 for nursing facilities, and G.S. 131D-2 and G.S. 131D-34
27 for domiciliary homes.

28 (b) Upon a showing that proper expenses of the temporary management under
29 this Article exceed the operating funds of the long-term care facility, the court, in its
30 discretion, may order that the Department provide funds from the contingency fund to
31 the temporary manager to operate the facility and compensate the temporary manager.

32 (c) When the total funds available in the contingency fund exceed five hundred
33 thousand dollars (\$500,000), the Department may reallocate any or all of the amount in
34 excess of five hundred thousand dollars (\$500,000) for other activities intended to
35 protect the health and property of residents.

36 **"§ 131E-243. Review and termination of temporary management.**

37 (a) The operations and continuing need for a temporary manager shall be
38 reviewed by the court every 30 days following the appointment of the temporary
39 manager.

40 (b) The court may order the replacement of a temporary manager upon a showing
41 that the temporary manager has mismanaged the long-term care facility.

42 (c) The court shall order the termination of the temporary management upon the
43 recommendation of the Department or upon a showing that the conditions leading to
44 imposition of the temporary management have been resolved.

1 (d) When a long-term care facility is returned to its owner, the court may impose
2 conditions to assure compliance with applicable laws and regulations.

3 **"§ 131E-244. Accounting lien for expenses.**

4 (a) Within 30 days after termination of the temporary management, the
5 temporary manager shall give the court a complete accounting of:

6 (1) All property of which the temporary manager took possession;

7 (2) All funds collected under this Article;

8 (3) Expenses of the temporary management; and

9 (4) All disbursements or transfers of facility funds or other assets made
10 during the period of temporary management. On the same day the
11 accounting is filed with the court, the temporary manager shall serve
12 on the respondent by registered mail a copy of this accounting.

13 (b) If the operating funds collected during the temporary management exceed the
14 reasonable expenses of the temporary management, the court shall order payment of the
15 excess to the respondent, after reimbursement to the contingency fund. If the operating
16 funds are insufficient to cover the reasonable expenses of the temporary management,
17 the respondent shall be liable for the deficiency, except as described in this section. If
18 the respondent demonstrates to the court that repayment of amounts spent from the
19 contingency fund would significantly impair the provision of appropriate care or
20 services to residents, the court may order repayment over a period of time with or
21 without interest or may order that the respondent be required to repay only part or none
22 of the amount spent from the contingency fund. In reaching this decision, the court may
23 consider all assets, revenues, debts and other obligations of the long-term care facility,
24 the likelihood of the sale of the long-term care facility where repayment forgiveness
25 would result in unjust enrichment of the respondent, and shall consider the impact of its
26 determination on the provision of care to residents. The respondent may petition the
27 court to determine the reasonableness of any expenses of the temporary management.
28 The respondent shall not be responsible for expenses in excess of amounts the court
29 finds to be reasonable. Payment recovered from the respondent shall be used to
30 reimburse the contingency fund for amounts used by the temporary manager.

31 (c) The court may order that the Department have a lien for any reasonable costs
32 of the temporary management that are not covered by the operating funds collected by
33 the temporary manager and for any funds paid out of the contingency fund during the
34 temporary management upon any beneficial interest, direct or indirect, of any
35 respondent in the following property:

36 (1) The building in which the long-term care facility is located;

37 (2) The land on which the long-term care facility is located;

38 (3) Any fixtures, equipment, or goods used in the operation of the long-
39 term care facility; or

40 (4) The proceeds from any conveyance of property described in
41 subdivisions (1), (2), and (3) of this subsection made by the respondent
42 within one year prior to the filing of the petition for temporary
43 management unless such transfers were made in good faith, in the
44 ordinary course of business, and without intent to frustrate the intent of

1 subsection (b) of this section. Transfers made coincidental with serious
2 deficiencies in resident care may be considered evidence of intent to
3 frustrate the intent of subsection (b) of this section.

4 (d) To the extent permitted by other provisions of applicable State or federal law,
5 the lien provided for in this section is superior to any lien or other interest that arises
6 subsequent to the filing of the petition for temporary management under this section,
7 except for a construction or mechanic's lien arising out of work performed with the
8 express consent of the temporary manager.

9 (e) The clerk of court in the county in which the long-term care facility is located
10 shall record the filing of the petition for temporary management in the lien docket
11 opposite the names of the respondents and licensees named in the petition.

12 (f) Within 60 days after termination of the temporary management, the
13 temporary manager shall file a notice of any lien created under this section. If the lien is
14 on real property, the notice shall be filed with the clerk of court in the county where the
15 long-term care facility is located and entered on the lien docket. If the lien is on
16 personal property, the lien shall be filed with the person against whom the lien is
17 claimed, and shall state the name of the temporary manager, the date of the petition for
18 temporary management, the date of the termination of temporary management, a
19 description of the property involved, and the amount claimed. No lien shall exist under
20 this section against any person, on any property, or for any amount not specified in the
21 notice filed under this section.

22 **"§ 131E-245. Obligations of licensee.**

23 Nothing in this Article shall relieve any respondent, licensee, or administrator of a
24 long-term care facility placed in temporary management of any civil or criminal
25 liability, or any duty imposed by law, by reason of acts or omissions of the respondent,
26 licensee, or administrator prior to the appointment of the temporary manager. Nothing
27 in this Article shall suspend during the temporary management any obligation of the
28 respondent, licensee, or administrator for payment of taxes, other operating and
29 maintenance expenses of the long-term care facility, nor the respondent, licensee, or
30 administrator or any other person for the payment of mortgages or liens. No owner,
31 licensee, or administrator shall be held personally liable for acts or omissions of the
32 temporary manager or the temporary manager's employees during the term of the
33 temporary management. No licensee or administrator may be held responsible or liable
34 for licensure fines, sanctions or penalties, or other administrative sanctions, arising or
35 imposed as a result of acts or omissions occurring during the period of temporary
36 management unless those sanctions result from acts or omissions by the licensee or
37 administrator.

38 **"§ 131E-246. Conflict of laws.**

39 In the event of a conflict between federal laws or regulations and State law or rules,
40 the federal laws or regulations shall control."

41 Sec. 2. G.S. 131E-129(b) reads as rewritten:

42 "(b) Penalties for failure to correct violations within time specified.

43 (1) Where a facility has failed to correct a Type A Violation, the
44 Department shall assess the facility a civil penalty in the amount of up

1 to five hundred dollars (\$500.00) for each day that the deficiency
 2 continues. The Department or its authorized representative shall
 3 conduct an on-site inspection of the facility to insure that the violation
 4 has been corrected.

5 (2) Where a facility has failed to correct a Type B Violation within the
 6 time specified for correction by the Department, the Department shall
 7 assess the facility a civil penalty in the amount of up to two hundred
 8 dollars (\$200.00) for each day that the deficiency continues beyond the
 9 date specified for correction without just reason for such failure. The
 10 Department or its authorized representative shall conduct an on-site
 11 inspection of the facility to insure that the violation has been corrected.

12 (3) The Department shall impose a civil penalty which is treble the
 13 amount assessed under subdivision (1) or (2) of subsection (a) when a
 14 facility under the same management, ownership, or control:

15 a. Has received a citation and paid a fine, or

16 b. Has received a citation for which the Department in its
 17 discretion granted to it under subdivision (2) of subsection (a)
 18 but did not impose a penalty,

19 for violating the same specific provision of a statute or regulation for
 20 which it has received a citation during the previous 12 months or
 21 within the time period of the previous licensure inspection, whichever
 22 time period is longer. The counting of the 12-month period shall be
 23 tolled during any time when the facility is being operated by a court-
 24 appointed temporary manager pursuant to Article 13 of this Chapter."

25 Sec. 3. Chapter 131D of the General Statutes is amended by adding a new
 26 Article to read:

27 **"ARTICLE 4.**

28 **"TEMPORARY MANAGEMENT OF DOMICILIARY HOMES.**

29 **"§ 131D-35. Temporary management of domiciliary homes.**

30 The provisions of Article 13 of Chapter 131E are incorporated by reference in this
 31 Article."

32 Sec. 4. G.S. 131D-34(b) reads as rewritten:

33 "(b) Penalties for failure to correct violations within time specified.

34 (1) Where a facility has failed to correct a Type A Violation, the
 35 Department shall assess the facility a civil penalty in the amount of up
 36 to five hundred dollars (\$500.00) for each day that the deficiency
 37 continues. The Department or its authorized representative shall
 38 conduct an on-site inspection of the facility to insure that the violation
 39 has been corrected.

40 (2) Where a facility has failed to correct a Type B Violation within the
 41 time specified for correction by the Department, the Department shall
 42 assess the facility a civil penalty in the amount of up to two hundred
 43 dollars (\$200.00) for each day that the deficiency continues beyond the
 44 date specified for correction without just reason for such failure. The

- 1 Department or its authorized representative shall conduct an on-site
2 inspection of the facility to insure that the violation has been corrected.
- 3 (3) The Department shall impose a civil penalty which is treble the
4 amount assessed under subdivision (1) or (2) of subsection (a) when a
5 facility under the same management, ownership, or control:
- 6 a. Has received a citation and paid a fine, or
7 b. Has received a citation for which the Department in the
8 discretion granted to it under subdivision (2) of subsection (a)
9 did not impose a penalty,
10 for violating the same specific provision of a statute or regulation for
11 which it received a citation during the previous six months or within
12 the time period of the previous licensure inspection, whichever time
13 period is longer. The counting of the six-month period shall be tolled
14 during any time when the facility is being operated by a court-
15 appointed temporary manager pursuant to Article 4 of this Chapter."
- 16 Sec. 5. Subsection (a) of G.S. 131E-242 of this act becomes effective July 1,
17 1993. The remainder of this act becomes effective July 1, 1994.