

**State of Connecticut  
Department of Public Health  
Facility Licensing and Investigations Section**

IN RE: Stonington Behavioral Health, Inc. of North Stonington, CT  
d/b/a Stonington Institute  
Facility for the Care or Treatment Substance Abusive or Dependent Persons  
License No. 298  
75 Swantown Road  
North Stonington, CT 06359

**INTERIM CONSENT ORDER**

Whereas, Stonington Behavioral Health, Inc. of North Stonington, CT ("Licensee" or "Facility") has been issued license No. 298 to operate a Facility For the Care or Treatment of Substance Abuse or Dependent Persons by the Connecticut Department of Public Health ("Department"); and,

WHEREAS, the Facility Licensing and Investigations Section ("FLIS") of the Department conducted unannounced inspections on various dates in February and March of 2020; and,

WHEREAS, the Department, during the course of the aforementioned inspections identified violations of the Connecticut General Statutes and/or Regulations of Connecticut State Agencies related to the provision of substance abuse treatment services; and,

WHEREAS, the Department and the Licensee ("Parties"), in order to protect the public and give the Parties additional time to investigate wish to enter an Interim Consent Order; and,

NOW THEREFORE, the Facility Licensing and Investigations Section ("FLIS") of the Department acting herein and through Donna Ortelle, its Section Chief, and the Licensee, acting herein and through William A. Aniskovich, Executive Director, hereby stipulate and agree as follows:

1. The Licensee's license shall be placed on probation for a period one year or until this matter is resolved by a Consent Order, a withdrawal by the Department or a Memorandum of Decision issued by a Hearing Officer, whichever is sooner.
2. The Licensee shall enter into a contract with an Independent Nurse Consultant (“INC”) within two (2) days of executing this Interim Consent Order. The INC shall have training and experience in Connecticut healthcare inpatient and outpatient facilities and is pre-approved in writing by the Department. The INC’s duties shall be performed by a single individual unless otherwise approved by the Department. The Licensee shall incur the cost of the INC and any other costs associated with compliance with this Interim Consent Order. Failure to pay the INC in a timely basis and in accordance with the contract, as determined by the Department in its sole and absolute discretion, shall constitute a violation of this Consent Order. Failure to pay the costs associated with the INC's duties may result in a fine not to exceed one thousand (\$1,000.00) dollars per day until such costs are paid. The Licensee shall be allowed to present documentary evidence to the Department prior to the imposition of a penalty.
3. The INC shall function in accordance with the FLIS’ Independent Nurse Consultant Guidelines (Exhibit A – copy attached). The INC shall be a licensed registered nurse who holds a current and unrestricted license in Connecticut. The INC shall not be included in meeting any applicable staffing requirements pursuant to the Regulations of Connecticut State Agencies or the Connecticut General Statutes. The Department shall have the right to communicate with the INC at any time and in any manner.
4. On or before May 1, 2020, the INC shall conduct an assessment of the Licensee related to the provision of substance abuse treatment services including compliance with all applicable statutes, regulations, and standards of care. The INC’s report shall include the Facility’s implementation of the Facility’s Corrective Action Plan dated March 2, 2020 and shall evaluate the overall functioning of the chemical detoxification program. The INC's report shall also include recommendations, if any, related to any issue she evaluated along with a timeline for completion. The INC shall be at the Facility for twenty-four (24) hours per week for two weeks

and eight (8) hours per week for six (6) months thereafter. If, after three months working eight (8) hours per week, the INC determines that she needs more hours or fewer hours to properly conduct the assessment or for continuing monitoring of the Licensee, she shall indicate so in writing simultaneously to the Licensee and the Department, and the Department shall, in its sole discretion, after meeting with the Licensee if the Licensee wish to meet, increase or decrease the hours of the INC.

5. The INC's assessment of the Facility shall include a review of policies and procedures related to infection control, quality assessment and performance improvement (QAPI), Clinical Institute Withdrawal Assessment for Alcohol (CIWA), patient monitoring, medication administration, medical record documentation including patient assessments and progress notes, and critical incident reporting and investigation.
6. The terms of the contract executed with the INC shall include all pertinent provisions contained in this Interim Consent Order. The INC shall act and perform the duties assigned herein at all times to serve the interest of the Department in assuring the safety, welfare and well-being of the clients and to secure compliance with applicable federal and state law and regulations and shall not accept any direction or suggestion from the Licensee or its employees that will deter or interfere in fulfilling this obligation.
7. The Executive Director, the Director of Risk Management, the Medical Director and the Director of Nursing shall meet every week for the first (4) weeks of this Interim Consent Order, then every other week for the next (4) weeks of this Consent Order and then monthly thereafter to discuss issues related to the care, services, assessments, treatment plans, client safety and compliance with applicable statutes and regulations. The Facility shall maintain minutes of said meetings inclusive of problems and approaches to issues discussed.
8. The INC shall confer with the Licensee's Governing Authority, Executive Director, Medical Staff, Nursing Staff and other staff determined by the INC to be necessary to the assessment of the quality of services and the Licensee's compliance with federal and state laws and regulations.
9. The INC shall make recommendations to the Licensee's Executive Director for improvement in the delivery of direct client care in the Facility. If the INC and the Licensee are unable to reach

an agreement regarding the INC recommendation(s), the Department, after meeting with the Licensee and the INC shall make a final determination, which shall be binding on the Licensee.

10. The INC's initial report to the Department shall include:
  - a. The INC's assessment of the care and services provided to clients;
  - b. The Licensee's compliance with applicable state and federal laws and regulations;
  - c. The Facility's compliance with reviewing, revising, and developing policies and procedures in accordance with acceptable standards of practice; and,
  - d. Any recommendations made by the INC and the Licensee's response to implementation of the recommendations.
11. Copies of all INC reports shall be simultaneously provided to the Licensee, Executive Director, Medical Director, Director of Nursing and the Department.
12. Effective upon the execution of this Interim Consent Order, the Licensee, shall ensure substantial compliance with the following:
  - a. Sufficient personnel are available to meet the needs of the clients;
  - b. Job descriptions are reviewed and revised as appropriate and reviewed with each staff member to ensure that staff have been trained appropriately and are providing the necessary care and services to the clients and in accordance with facility policies and procedures;
  - c. Medication and Narcotic tracking in accordance with current standards of practice and applicable state and federal laws;
  - d. A safe, sanitary, and comfortable environment;
  - e. The management, personnel, equipment, facilities, sanitation and maintenance of the Facility shall be such as reasonably to ensure the health, comfort, and safety of the clients at all times;
  - f. Assessing, monitoring, and evaluating the delivery of direct client care with particular emphasis on the delivery of services by medical staff, clinicians and nursing staff and implementing prompt training and/or remediation in any area in which a staff member demonstrated a deficit. Records of said training and/or remediation shall be maintained by the Licensee for review by the Department; and,

- g. All new client admissions shall be screened for sleep apnea, with appropriate interventions based on a risk assessment.
13. Any records maintained in accordance with any state or federal law or regulation or as required by this Interim Consent Order shall be made available to the INC and the Department, upon request.
  14. Effective upon the execution of this Interim Consent Order, the Licensee, through its Governing Authority, shall ensure substantial compliance with the following:
    - a. Client individualized program plans are developed, reviewed and revised to reflect the individual client's problems, needs and goals, based upon the client assessment and in accordance with applicable federal and state laws and regulations;
    - b. Client assessments are performed in a timely manner and accurately reflect the condition of the client and prompt medical treatment as indicated; and
    - c. Clients shall receive humane and dignified treatment at all times, with full respect of Patient Rights, personal dignity and right to privacy;
    - d. Patient assessments are performed in a timely manner and accurately reflect the condition of the patient;
    - e. Medical records shall be maintained in accordance with accepted professional standards and practices. Medical records shall be maintained on each resident that are accurately documented, readily accessible, and systematically organized;
  15. Effective upon the execution of this Interim Consent Order, the Licensee, shall maintain a free floating Registered Nurse Supervisor on the third shift. The primary responsibility of the Registered Nurse Supervisor shall be the assessment of patients and the care provided by staff. The Nurse Supervisor shall maintain a record of any patient related issue(s) or problem(s) identified on his or her shift and a notation as to the subsequent action taken to resolve the problem(s). Such records shall be made available to the Department upon request and shall be retained for a five (5) year period.
  16. The Nurse Supervisor shall be provided with the following:

- a. A job description which clearly identifies the supervisor's day-to-day duties and responsibilities;
  - b. A training program which clearly delineates the Nurse Supervisor's responsibilities and duties with respect to patient and staff observations, interventions and staff remediation, with such training being documented by the Licensee;
  - c. The Nurse Supervisor shall be supervised and monitored by a representative of the Licensee's Administrative Staff, (e.g. Director of Nursing ) to ensure the Nurse Supervisor is functioning in accordance with this Order and state requirements. Said administrative supervision and oversight shall be provided on second and third shift on an irregular schedule of visits. Records of such administrative visits and supervision shall be retained for a period of five (5) years and available for the Department's review upon request; and
  - d. The Nurse Supervisor shall be responsible for ensuring that all care is provided timely to patients by all caregivers and is in accordance with individual comprehensive care plans.
17. The Licensee, within two (2) days of the execution of this Interim Consent Order, shall designate an individual within the Facility to monitor the requirements of this Interim Consent Order.
18. A Quality Assurance Program shall continue to be maintained and followed by the Licensee, through its Quality Council, consisting of, at least, the Executive Director, Medical Director, Director of Risk Management, and the Director of Nursing. The Quality Council shall meet at least once every thirty (30) days to review all reports or complaints relating to client care and compliance with federal state laws and regulations. The INC shall have the right to attend and participate in all Quality Council meetings and to evaluate and report on the design of the quality assurance programs implemented by the Quality Council. The activities of the Quality Council shall include, but not be limited to, assessing all clients of the Licensee to identify appropriateness of care and service and determination and adoption of new policies to be implemented by Licensee's staff to improve client care practices. The Quality Council shall implement a quality assurance program that will measure, track and report on compliance with

the requirements of this Interim Consent Order. The Quality Council shall measure and track the implementation of any changes in the Licensee's policies, procedures, and allocation of resources recommended by the Quality Council to determine compliance with and effectiveness of such changes. A record of the Quality Council meetings and subject matter discussed will be documented and available for review by the Department. Minutes of all such meetings shall be maintained at the Facility for a minimum of five (5) years.

19. All reports pertinent to this document shall be sent to:

Alice Martinez, R.N., Supervising Nurse Consultant  
Department of Public Health  
Facility Licensuring and Investigations Section  
410 Capital Avenue, MS #12HSR  
Hartford, CT 06134

20. All parties agree that this Interim Consent Order is an Order of the Department with all of the rights and obligations pertaining thereto and attendant thereon. Nothing herein shall be construed as limited the Department's available legal remedies against the Licensee for violations of the Interim Consent Order or of any other statutory or regulatory requirements, which may be sought in lieu of or in addition to the methods of relief listed above, including all options for the issuance of citations, the imposition of civil penalties calculated and assessed in accordance with Section 29s-524 et seq. of the General Statutes, or any other administrative and judicial relief provided by law.
21. The execution of this Interim Consent Order has no bearing on any criminal liability without the written consent of the Director of the MFCU or the Bureau Chief of the Department of Criminal Justice's Statewide Prosecution Bureau.
22. The Licensee agrees that this Interim Consent Order and the terms set forth herein are not subject to reconsideration, collateral attack or judicial review under any form or in any forum including any right to review under the Uniform Administrative Procedure Act, Chapter 368a of the Statutes, Regulations that exists at the time the Order is executed or may become available in the future, provided that this stipulation shall not deprive the Licensee of any other rights that it may have under the laws of the State of Connecticut or of the United States. The Licensees do not

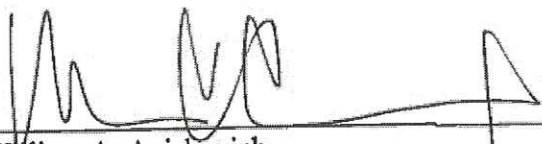
admit to any violations of the statutes or regulations related to the provision of substance abuse treatment.

23. During the period of probation, the Licensee shall meet with the Department monthly for the first three months and quarterly thereafter to discuss issues related to this Interim Consent Order.
24. The Licensee has consulted with its attorney prior to the execution of this Interim Consent Order.



IN WITNESS WHEREOF, the parties hereto have caused this Consent Order to be executed by their respective officers and officials, which Consent Order is to be effective as of the later of the signature dates noted below.

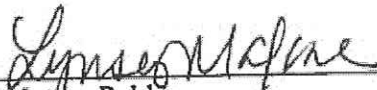
LICENSEE

By:   
William A. Aniskovich  
Executive Director  
Stonington Behavioral Health, Inc. of North Stonington, CT  
Licenses 298

On this 6<sup>th</sup> day of April, 2020, before me, personally appeared William A. Aniskovich who acknowledged himself to be the Executive Director of Stonington Behavioral Health, Inc. of North Stonington, CT, a corporation, and that he, as such Executive Director of the Licensees being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as its Executive Director.

My Commission Expires: 10/31/21

**Lynsey Malone**  
Notary Public  
State of Connecticut  
My Commission Expires 10/31/2021

  
Notary Public [  ]  
Commissioner of the Superior Court [  ]

STATE OF CONNECTICUT,  
DEPARTMENT OF PUBLIC HEALTH

By: Donna Ortelle, R.N., M.S.N.  
Donna Ortelle, R.N., M.S.N.  
Section Chief

April 7<sup>th</sup>, 2020



# EXHIBIT A

## CONNECTICUT DEPARTMENT OF PUBLIC HEALTH ("DPH") Facility Licensing and Investigations Section ("FLIS") Independent Nurse Consultant Guidelines (2019)

### Relationship between Independent Nurse Consultant ("INC") and DPH:

- An INC is utilized as a component of DPH's regulatory remedy process. An INC may be agreed upon as a part of a Consent Order between the institution and the Department when significant care and service issues are identified.
- The INC has a fiduciary or special relationship of trust, confidence and responsibility with the Department.
- The INC's responsibilities include:
  - Reporting to the Department issues and concerns regarding quality of care and services being provided by the institution.
  - Monitoring the institution's plan of correction to rectify deficiencies and violations of federal/state laws and regulations. Reports to Department positive and negative issues related to said oversight.
  - Assessing administration's ability to manage and the care/services being provided by staff.
  - Reporting in accordance with the Consent Agreement/Order to the Department of issues identified, plans to address noncompliance and remediation efforts of the institution.

### Relationship between INC and the Institution:

- The INC maintains a professional and objective relationship with the institutional staff. The INC is a consultant, not an employee of the institution. The INC exercises independent judgment and initiative to determine how to fully address and complete her/his responsibilities. The institution does not direct or supervise the INC but must cooperate with and respond to requests of the INC related to her fulfilling her/his duties.
- The INC's responsibilities include:
  - Assessment of staff in carrying out their roles of administration, supervision and education.
  - Assessment of institution's compliance with federal/state laws and regulations.
  - Recommendations to institutional administration regarding staff performance.
  - Monitoring of care/services being provided.
  - Assists staff with plans of action to enhance care and services within the institution.
  - Recommendation of staff changes based on observations and regulatory issues.
  - Reports in accordance with the Consent Agreement/Order to the institution re: assessments, issues identified, and monitoring of plans of correction.
  - Promotes staff growth and accountability.
  - May present some inservices but primary function is to develop facility resources to function independently.
  - Educates staff regarding federal/state laws and regulations.

