

**STATE OF CONNECTICUT  
DEPARTMENT OF PUBLIC HEALTH  
FACILITY LICENSING AND INVESTIGATIONS SECTION**

IN RE: Carlson Place, LLC of Norwalk, CT  
d/b/a Carlson Place  
17 Nelson Avenue  
Norwalk, CT 06851

**SECOND AMENDED CONSENT ORDER**

WHEREAS, Carlson Place, LLC of Norwalk, CT (“Licensee”), has been issued License No. 1878 to operate a Residential Care Home known as Carlson Place, (“Facility”) under Connecticut General Statutes section 19a-490 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 commencing on February 3, 2020 and concluding on February 21, 2020; and,

WHEREAS, in February of 2020, the Department, during the course of the aforementioned inspections identified violations of the Connecticut General Statutes and/or Regulations of Connecticut State Agencies which included a failure to maintain equipment, facilities, and sanitation of the home to ensure the health, comfort and safety; failed to maintain an adequate pest control program; failed to ensure that medications were stored appropriately, administered in accordance with physician orders and failed to ensure that medications were administered by appropriately credentialed staff; and failed to ensure that menus were posted and that residents were served a balanced diet which includes fresh fruit and vegetables; and,

WHEREAS, an office conference regarding the issues identified was held between the Department and the Licensee on February 21, 2020, and

WHEREAS, the Licensee agrees to the conditions set forth herein.

NOW THEREFORE, the FLIS of the Department acting herein and through Donna Ortelle, its Section Chief, and the Licensee, acting herein and through Diane Mortali, its Sole Proprietor, hereby stipulate and agree as follows:

1. By the end of business on March 12, 2020, the Licensee shall execute a contract with an independent cleaning company, pre-approved by the Department. The cleaning company shall conduct a comprehensive cleaning and remediation of the environment by March 18, 2020.
2. The number of cleaning staff that are responsible for the regular cleaning shall be sufficient in number in order to clean, disinfect, and maintain the Facility in a safe and sanitary manner.
3. By the end of business on March 12, 2020 the Licensee shall execute a contract with contract with a pest management contractor to develop a plan for remediation of the environment. The contractor must be pre-approved by the Department prior to the commencement of any work. The remediation plan shall begin no later than March 18, 2020, and such contract must specify ongoing services appropriate to ensure a safe environment.
4. By the end of business on March 20, 2020, the Facility shall extend current contracts or execute new contracts or provide documentation, to the Department's satisfaction, that they have been engaged and have in place an agreement with the licensed Home Health Agencies to provide all medication administration on all residents, except those residents that self-administer.
5. Beginning on Friday, March 20, 2020, and continuing every Friday for six months, the Facility must post a weekly menu which provides for the basic nutritional needs of the residents. The Facility shall email the weekly menu to the Department at the email contained in paragraph 10 below.
6. The Person-in-Charge shall provide a report and meet with the Department every thirty (30) days for the first three months after the effective date of this Second Amended Consent Order. The meetings shall include discussions of issues related to the care and services provided by the Licensee and the Licensee's compliance with applicable state statutes and regulations. The report shall 1) detail steps taken to maintain the cleanliness of the Facility, 2) a summary of medication administration and issues relating to medication administration, and/or resident refusal to take such medication, and 3) detail steps taken to ensure the Facility is pest/insect free.

7. Any records maintained in accordance with any state law or regulation or as required by this Second Amended Consent Order shall be made available to the Department, upon request.
8. Effective upon the execution of this Second Amended Consent Order, the Licensee, through its Person-in-Charge, shall ensure substantial compliance with the following:
  - a. Sufficient personnel are available to provide care to the residents;
  - b. Residents received medications in accordance with physician orders, except for residents who self-medicate and refuse to take their medications;
  - c. Residents receive appropriate food, including a variety of fruits and vegetables;
  - d. Residents are maintained, clean, comfortable and well groomed;
  - e. Staff treat residents in a respectful manner;
  - f. Compliance with the Facility's smoking policy;
  - g. The Person-In-Charge shall ensure that she communicates with her staff with respect to their job descriptions, and that the job descriptions are reviewed and revised as appropriate to ensure that staff is providing the necessary care and services to the residents and in accordance with Facility policies and procedures; and
  - h. Emergency response procedures, to include, but not be limited to, fire safety.
9. The Licensee, within seven (7) days of the execution of this Second Amended Consent Order, shall designate an individual within the Facility to monitor the requirements of this Consent Order. The name of the designated individual shall be provided to the Department within said timeframe.
10. Any reports required by this document shall be directed to:

Karen Gworek, SNC  
Supervising Nurse Consultant  
Facility Licensing and Investigations Section  
Department of Public Health  
410 Capitol Avenue, P.O. Box 340308 MS #12HSR  
Hartford, CT 06134-0308  
[Karen.Gworek@ct.gov](mailto:Karen.Gworek@ct.gov)
11. All parties agree that this Second Amended 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 limiting the Department's available legal remedies against the Licensee for violations of the 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

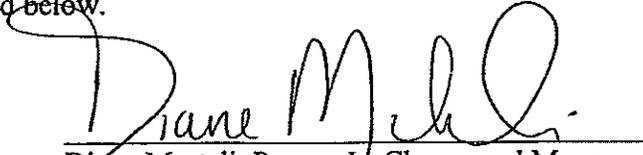
above, including all options for the issuance of citations, the imposition of civil penalties calculated and assessed in accordance with Section 19a-524 et seq. of the General Statutes, or any other administrative and judicial relief provided by law. This Second Amended Consent Order may be admitted by the Department as evidence in any proceeding between the Department and the Licensee in which compliance with its terms is at issue. The Licensee retains all of its rights under applicable law and furthermore reserves and retains its right to dispute and/or challenge any claims in any proceeding regarding non-compliance with the Second Amended Consent Order and any alleged non-compliance with Connecticut statutes and regulations and/or federal statutes and regulations. The allegations and findings contained in the third WHEREAS clause on page one of this Second Amended Consent Order shall be deemed true in any subsequent proceeding in which the licensee's compliance with the Second Amended Consent Order is at issue or the licensee's compliance with Connecticut statutes and regulations and/or federal statutes and regulations is at issue.

12. The Licensee agrees that this Second Amended Consent Order shall be reported consistent with and state law and regulations and consistent with Department policy. In addition, the Licensee agrees that this Consent Order shall be posted on the Department's website.
13. The Licensee agrees that this Second Amended Consent Order does not limit any other agency or entity in any manner including but not limited to any actions taken in response to the factual basis of this Consent Order.
14. The execution of this Second Amended 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.
15. The terms of this Second Consent Order shall remain in effect for a period of one (1) year from the effective date of this Consent Order unless otherwise specified in this Consent Order.
16. The Licensee agrees that this Second Amended 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 agreement 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.

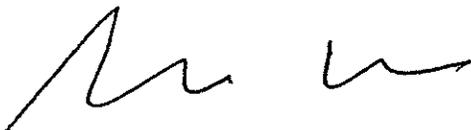
17. Should the Licensee not be able to maintain substantial compliance with the requirements of the Second Amended Consent Order the Department retains the right to issue charges or take any other action, including charges related to allegations identified in this Second Amended Consent Order.
18. The execution of this Second Amended 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.
19. The Licensee has consulted with its attorney prior to the execution of this Second Amended Consent Order.

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

  
Diane Mortali, Person-In-Charge and Manager  
Carlson Place, LLC of Norwalk, CT  
d/b/a Carlson Place

On this 13<sup>th</sup> day of March, 2020, before me, personally appeared Diane Mortali, who acknowledged herself to be the Manager and Person-In-Charge of CARLSON PLACE and that she, as such Manager and Person-In-Charge being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Licensee by herself as Manager and Person-In-Charge.

My Commission Expires: \_\_\_\_\_  
(If Notary Public)

  
Notary Public [ ]  
Commissioner of the Superior Court [x]  
ANGELO MARAGOS, Esq.

STATE OF CONNECTICUT,  
DEPARTMENT OF PUBLIC HEALTH

By: Donna Ortelle, R.N., M.S.N.  
Donna Ortelle, R.N., M.S.N., Section Chief  
Facility Licensing and Investigations Section

March 13<sup>th</sup>, 2020