

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

IN RE: Advanced Center for Nursing and Rehabilitation, LLC
 Advanced Center for Nursing and Rehabilitation
 169 Davenport Avenue
 New Haven, CT 06519

CONSENT ORDER

WHEREAS, Advanced Center for Nursing and Rehabilitation, LLC (“Licensee”), has been issued License No. 2434 to operate a Chronic and Convalescent Nursing Home known as Advanced Center for Nursing and Rehabilitation of New Haven, (“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 January 13, 2017 and concluding in October, 2017; 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 in violation letters dated February 15, 2017, March 15, 2017, and November 2, 2017, Exhibit A-C, copies attached); and,

WHEREAS, an office conference regarding the findings in the violation letters was held between the Department and the Licensee on March 9, 2017, and

WHEREAS, the Licensee is willing to enter into this Consent Order (“Order”) and agrees to the conditions set forth herein.

NOW THEREFORE, the FLIS of the Department acting herein and through Barbara Cass, its Section Chief, and the Licensee, acting herein and through Menajem Salamon, as Member hereby stipulate and agree as follows:

1. The Facility shall conduct, document, and annually review the facility-wide assessment, which includes both their resident population and the resources the Facility needs to care for their residents. The Facility shall use this information to determine staffing patterns and programs and services to be provided to meet the needs of the residents.
2. During the term of this Order, Licensee shall not implement any new patient care services including, but not limited to: short term subacute care; or units specializing in the care of diagnostics groupings or an age specific population without prior notification and approval to and from the Department.
3. The Licensee shall continue its contract with an Independent Nurse Consultant ("INC") credentialed in Wound Care 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 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.
4. The INC shall function in accordance with FLIS' INC Guidelines (Exhibit B - copy attached). The INC shall be a registered nurse who holds a current and unrestricted license in Connecticut. The registered nurse assuming the functions of the INC shall not be included in meeting the nurse staffing requirements of the Regulations of Connecticut State Agencies. The INC shall provide consulting services for six (6) months at the Facility unless the Department identifies through inspections or any other information that the Department deems relevant that a longer time period is necessary to ensure substantial compliance with applicable

federal and state statutes and regulations. The INC shall be at the Facility sixteen (16) hours per week and arrange his/her schedule in order to be present at the Facility at various times on all three shifts including holidays and weekends. The terms of the contract executed with the INC shall include all pertinent provisions contained in this Consent Order.

5. 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 residents and to secure compliance with applicable federal and state law and shall not accept any direction or suggestion from the Licensee or its employees that will deter or interfere in fulfilling this obligation.
6. The INC shall confer with the Licensee's Administrator, Director of Nursing Services, Medical Director and other staff determined by the INC to be necessary to the assessment of nursing services and the Licensee's compliance with federal and state statutes and regulations.
7. The INC shall make recommendations to the Licensee's Administrator, Director of Nursing Services and Medical Director for improvement in the delivery of direct resident care in the Facility. If the INC and the Licensee are unable to reach an agreement regarding the INC's recommendation(s), the Department, after meeting with the Licensee and the INC shall make a final determination, which shall be binding on the Licensee.
8. The INC shall make recommendations to the Facility's Governing Authority, Administrator, Director of Nursing, and Medical Director, consistent with recognized standards of practice, for improvement in the delivery of direct resident care in the Facility. If the INC and The Facility are unable to reach an agreement regarding the INC's recommendation(s), the Department, after meeting with The Facility and the INC, shall make a final determination, which shall be binding on The Facility.
9. Upon approval by the Department of the recommendations by the INC, the Facility shall provide the Department with a proposed timeframe for implementation of the INC recommendations, within twenty-one (21) days of receipt of the report(s). The timeframes shall be subject to approval by the

Department and shall become operative upon the Department's approval. All recommendations shall be implemented in accordance with the Department's approved timeframe.

10. The INC shall have the responsibility for assessing the Administrator and Director of Nurses and their ability to perform such roles.
11. The INC shall submit written reports every two weeks to the Department documenting:
 - a. The INC's assessment of the care and services provided to residents;
 - b. Whether the Licensee is in compliance with applicable federal and state statutes and regulations; and,
 - c. Any recommendations made by the INC and the Licensee's response and implementation of the recommendations.
12. Copies of all INC reports shall be simultaneously provided to the Director of Nurses, Administrator, Medical Director of the Facility, and the Department.
13. The INC shall have the responsibility for:
 - a. Assessing, monitoring, and evaluating the delivery of direct resident care with particular emphasis and focus on the delivery of nursing services by registered nurses, licensed practical nurses and nurse aides, 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;
 - b. Assessing, monitoring, and evaluating the coordination of resident care and services delivered by the various health care professionals and the interdisciplinary team providing services;
 - c. Evaluation of the education and training programs provided to staff and recommendations to improve such programs, if applicable;
 - d. Recommending to the Department an increase in the INC's contract hours if the INC is unable to fulfill the responsibilities within the stipulated hours per week; and,

- c. Monitoring the continued implementation of the Licensee's plan of correction submitted in response to the violation letters dated February 15, 2017, March 15, 2017, and November 2, 2017 (Exhibits A-C).
14. The INC, the Licensee's Administrator, and the Director of Nursing Services shall meet with the Department at eight (8) week intervals throughout the tenure of the INC. The meetings shall include discussions of issues related to the care and services provided by the Licensee and the Licensee's compliance with applicable federal and state statutes and regulations.
15. Any records maintained in accordance with any state or federal law or regulation or as required by this Consent Order shall be made available to the INC and the Department, upon request.
16. Effective upon the execution of this Consent Order, the Licensee, through its Governing Body, Administrator and Director of Nursing Services, shall ensure substantial compliance with the following:
 - a. Sufficient nursing personnel are available to meet the needs of the residents;
 - b. Residents are maintained, clean, comfortable and well groomed;
 - c. Resident treatments, therapies and medications are administered as prescribed by the physician and in accordance with each resident's comprehensive care plan;
 - d. Resident assessments are performed in a timely manner and accurately reflect the condition of the resident;
 - e. Care is provided in accordance with recognized standards of care;
 - f. Each resident care plan is reviewed and revised to reflect the individual resident's problems, needs and goals, based upon the resident assessment and in accordance with applicable federal and state laws and regulations;
 - g. Nurse aide assignments accurately reflect resident needs;
 - h. Evaluate staff on a routine basis, on all three shifts, implementation of infection control practices including but not limited to pressure sores, toileting, and incontinent care;

- i. Evaluate staff on a routine basis, on all three shifts, implementation of policies on abuse prohibition, mistreatment, and resident rights;
- j. Each resident shall have a social worker evaluate psychosocial needs as deemed necessary to promote psychosocial well-being;
- k. Enforcement of the smoking policy or nonsmoking policy which includes alternative interventions as deemed appropriate;
- l. Enforcement of the Facility's elopement policy and code alert system;
- m. Each resident's nutritional and hydration needs are assessed and monitored in accordance with his/her individual needs and plan of care;
- n. Ensuring physician orders are signed and history and physicals are completed timely;
- o. Ensuring nurse aide certification is verified with the state registry and nurse aide competency evaluations and yearly performance evaluations are completed timely;
- p. Ensuring licensed practitioners, direct employees and consultants, are licensed with the appropriate registry and professional licensing board;
- q. The personal physician or covering physician is notified in a timely manner of any significant changes in resident condition including, but not limited to, decline in skin integrity, presence of any infection, and deterioration of mental, physical, nutritional, and/or hydration status. In the event that the personal physician does not adequately respond to the resident's needs or if the resident requires immediate care, the Medical Director is notified;
- r. Resident's with pressure sores and/or impaired skin integrity are provided with the necessary care to treat and prevent pressure sores and/or impaired skin integrity. Wounds, including pressure sores, are monitored and assessed in accordance with current regulations and standards of practice;
- s. The environment of care is maintained in a safe, clean, comfortable, and homelike manner;

- t. Hydration assessments are conducted at least quarterly on all residents, and a hydration assessment is required if there is any change in condition of a resident;
 - u. Smoking assessments are conducted at least quarterly and with any functional or cognitive change in condition on all residents who have expressed a desire to smoke and all safety devices required as a result of such assessment shall be provided and incorporated into the resident's plan of care;
 - v. Unusual resident incidents are reported and investigated as necessary;
 - w. Dietary services are provided according to the resident's plan of care;
 - x. Minimum Data Set Assessments, Resident Care Conferences, and care plan review and revisions, are conducted as required and in a timely manner;
 - y. Therapy services and recommendations are provided to meet the resident's needs;
 - z. Necessary supervision and assistive devices are provided to prevent accidents;
 - aa. Resident injuries of unknown origin or allegations of abuse or mistreatment is thoroughly investigated, tracked and monitored as required by law; and,
 - bb. Staff are provided with ongoing education and competencies to assess staff knowledge of such topics.
17. Effective upon the execution of this Consent Order, the Licensee shall appoint a free floating registered nurse supervisor on each shift whose primary responsibility is the assessment of residents and the care provided by nursing staff. A nurse supervisor shall maintain a record of any resident 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 two (2) year period.

18. Individuals appointed as Nurse Supervisor shall be employed by the Facility, shall not carry a resident assignment and shall have previous experience in a supervisory role.
19. Nurse Supervisors 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 each Nurse Supervisor's responsibilities and duties with respect to resident and staff observations, interventions and staff remediation;
 - c. Nurse Supervisors shall be supervised and monitored by a representative of the Licensee's Administrative Staff, (e.g. Director of Nursing Service or Assistant Director of Nursing Service) to ensure the Nurse Supervisors are functioning in accordance with this Consent Order and state and federal requirements. Said administrative supervising and oversight shall be provided on all three (3) shifts on an irregular schedule of visits. Remediation shall be provided when a Supervisor identifies staff members who demonstrate a deficit. Records of such administrative visits and supervision shall be retained for a period of three years and upon request be made available to the Department for review; and,
 - d. Nurse Supervisors shall be responsible for ensuring that all care is provided to residents by all caregivers is in accordance with individual comprehensive care plans.
20. The Licensee shall maintain a minimum staffing ratios as follows:
 - a. 1st shift – ten (10) patients to one (1) nurse aide.
 - b. 2nd shift – twelve (12) patients to one (1) nurse aide.
 - c. 3rd shift – twenty (20) patients to one (1) nurse aide.
21. The Licensee shall maintain minimum licensed staffing ratios of thirty (30) patients to one (1) licensed nurse on all shifts except on the following nursing units where the ratios shall be as follows:
 - a. Unit A2 Thirty-eight (38) patients to one (1) licensed nurse on all shifts.
 - b. Unit S2 Thirty-four (34) patients to one (1) licensed nurse on all shifts.

- c. Unit S3 Thirty-four (34) patients to one (1) licensed nurse on all shifts.
 - d. Unit D1 Thirty-two (32) patients to one (1) licensed nurse on all shifts.
22. If for any reason the staff ratios required under this Consent Order are unable to be maintained, the Department must be immediately notified along with a rationale for the inability to meet this provision and their plan for addressing the situation.
 23. The Director of Nurses shall serve full-time at the Facility and shall serve his/her entire shift between the hours of 7 a.m. and 9 p.m.
 24. Effective immediately upon execution of this Order, daily rounds shall be conducted by the DNS, and Free Floating Supervisor at which time all patients shall be observed for appropriate grooming hygiene, positioning and compliance, care needs, changes in condition and infection control monitoring. Documentation shall be maintained of any problems identified along with interventions instituted to correct said problems and such documentation shall be available for review by the Department. Documentation of all such rounds shall be maintained at the Facility for a minimum period of three (3) years.
 25. Effective immediately upon execution of this Consent Order, the Administrator shall conduct a daily round on all patient units and provide patients and families with the opportunity to discuss concerns relative to the nursing home and the provision of care/services. Documentation shall be maintained of any problems identified along with interventions instituted to correct said problems and available for review by the Department. Documentation of all such rounds shall be maintained at the facility for a minimum period of three (3) years.
 26. The Infection Control Nurse's sole responsibility is to implement an infection prevention, surveillance and control program which shall have as its purpose the protection of patients and personnel. The registered nurse hired for this position must hold a current and unrestricted license in Connecticut and have expertise and experience specific to infection control. The Infection Control Nurse may also be responsible for staff education in the area of infection control. The Infection Control Nurse, in conjunction with the Director of Nurses, Medical Director and Administrator shall implement a mechanism to ensure that each patient with an

infection is properly identified and receives the appropriate care and services pertinent to the identified infection. The Infection Control Nurse shall ensure the following:

- a. Maintaining an effective infection control program;
 - b. Reviewing the Facility's policies/procedures pursuant to infection control prevention, with the Director of Nurses, Medical Director and Administrator and revise as necessary;
 - c. In-servicing all staff regarding infection control principles and practices;
 - d. Evaluating patients on admission to determine the existence of an infection;
 - e. Developing of policies and procedures relative to assessing for appropriate room, roommate and isolation protocols;
 - f. Accurate line listings of patient infections to include date of onset of infection, type of infection, site of infection, treatment, room location and any culture/lab results; and,
 - g. Evaluation of staff on a routine basis, on all three shifts, regarding the implementation of infection control techniques.
27. The Licensee, within seven (7) days of the execution of this 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.
28. Effectively immediately and upon execution of this Consent Order the Facility shall notify the Department immediately, if any of the following positions become vacant:
- a. Administrator;
 - b. DNS;
 - c. ADNS (if applicable);
 - d. Medical Director;
 - e. MDS Coordinator;
 - f. Infection Control Nurse;
 - g. Wound Nurse; and
 - h. Free Floating Supervisor.

29. If any of the positions listed in paragraph 28 above remain vacant for longer than two weeks, the Department shall be notified in writing regarding the plan for temporarily filling those roles while a permanent solution is determined. The Department shall be notified in writing one week prior to filling any of the positions listed in paragraph 28 above.
30. The Licensee shall establish a Quality Assessment and Performance Improvement Program ("QAPI") to review resident care issues including those identified in the violation letters dated February 15, 2017, March 15, 2017 and November 2, 2017. The members of the QAPI shall meet at least monthly to review and address the quality of care provided to residents and, if applicable, implement remediation measures. Membership shall at a minimum, include the Administrator, Director of Nurses, Infection Control Nurse, Nurse Supervisors, and the Medical Director. The INC shall have the right to attend and participate in all Committee meetings and to evaluate and report on the design of the quality assurance programs implemented by the Committee. The activities of the Quality Assurance Performance Improvement Committee shall include, but not be limited to, assessing all residents of the facility to identify appropriateness of care and services, determination and adoption of new policies to be implemented by facility staff to improve resident care practices, and routine assessing of care and response to treatment of residents. In addition, this Committee shall review and revise, as applicable policies and procedures and monitor their implementation. The Committee shall implement a quality assurance program that will measure, track and report on compliance with the requirements of this Consent Order. The Committee shall measure and track the implementation of any changes in the facility's policies, procedures, and allocation of resources recommended by the Committee to determine compliance with and effectiveness of such changes. A record of quality assurance 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 period of five (5) years.

31. Within fourteen (14) days of the effective date of this Consent Order, the Licensee shall incorporate into its Quality Assessment and Performance Improvement Program ("QAPI") a method to monitor implementation of the requirements of the Consent Order and those recommendations implemented as a result of the INC assessment. A report on such measures shall be presented every three months to Medical Staff and Nursing Staff.

32. Reports required by this Consent Order shall be submitted to:

Cher Michaud, R.N.
Supervising Nurse Consultant
Facility Licensing and Investigations Section
Department of Public Health
410 Capitol Avenue, P.O. Box 304308, MS#12HSR
Hartford, CT 06134-0308

33. All parties agree that this 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 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. The allegations and findings contained in Exhibits A shall be deemed true in any subsequent proceeding in which the licensee's compliance with the Consent Order is at issue or the licensee's compliance with Connecticut statutes and regulations and/or with federal statutes and regulations is at issue.

34. The Licensee agrees that this Consent Order will be reported consistent with federal and state law and regulations and consistent with Department policy. In

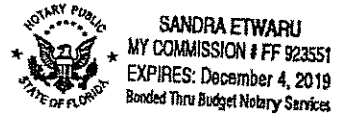
addition, the Licensee agrees that this Consent Order will be posted on the Department's website.

35. The Licensee agrees that this 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.
36. The execution of this 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.
37. The terms of this Consent Order shall remain in effect for a period of six months from the effective date of this Consent Order unless otherwise specified in this Consent Order.
38. The Licensee agrees that this 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.
39. Should the Licensee not be able to maintain substantial compliance with the requirements of the Consent Order the Department retains the right to issue charges including those identified in the violation letters referenced in this Consent Order.
40. The Licensee has consulted with its attorney prior to the execution of this Consent Order.

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 two dates noted below.

Menajem Salamon, as Member

On this 27th day of April, 2018, before me, personally appeared, Menajem Salamon, who acknowledged himself as Member of Advanced Center for Nursing and Rehabilitation and that he, as such Member being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Licensee by himself as Member.



My Commission Expires: 12/04/2019 Sandra Etwaru
(If Notary Public) Notary Public []
Commissioner of the Superior Court []

STATE OF CONNECTICUT,
DEPARTMENT OF PUBLIC HEALTH

By: Barbara Cass
Barbara Cass, R.N., Section Chief
Facility Licensing and Investigations Section

April 30, 2018