

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

In Re: Just Like Home, LLC
d/b/a Just Like Home's Dogwood Home
62 Dogwood Drive
Shelton, CT 06484-2033

PRE-LICENSURE CONSENT ORDER

WHEREAS, Just Like Home, LLC d/b/a Just Like Home's Dogwood Home ("Licensee") is seeking to open a residential care home and is seeking an initial license to operate this residential care home at 62 Dogwood Drive, Shelton, CT 06484-2033, as such term is defined in Connecticut General Statutes Section 19a-490; and

WHEREAS, Licensee seeks to operate a "dementia special care unit or program" as defined in Connecticut General Statutes ("Conn. Gen. Stat.") § 19a-562 which locks, secures, segregates or provides a special program or unit for residents with a diagnosis of probable Alzheimer's disease, dementia or other similar disorder, in order to prevent or limit access by a resident outside the designated or separated area, or that advertises or markets the facility as providing specialized care or services for persons suffering from Alzheimer's disease or dementia; and

WHEREAS, upon the execution of this Pre-Licensure Consent Order ("Order) and after meeting all statutory and regulatory requirements, the Connecticut Department of Public Health ("Department") shall issue Licensee, a license to operate a residential care home with a maximum of six (6) beds; and

WHEREAS, the Department and Licensee ("parties"), have agreed that this Order shall become effective on the date the license is granted to Licensee; and;

NOW THEREFORE, the Facility Licensing and Investigations Section ("FLIS") of the Department acting herein and through Jennifer Olsen Armstrong, MS, RD, Section Chief for FLIS, and the Licensee, acting herein and through Deirdre Virvo, as Administrator and Owner, hereby stipulate and agree as follows:

1. This Order shall remain in effect for three (3) years from the effective date of this Order.
2. The Licensee shall notify the Department immediately of any intent to discontinue operations. In such event, the Licensee shall be responsible for the operations and fulfill all resident care obligations until an orderly transfer of all residents to other sources of care have been completed to the Department's satisfaction.
3. The Licensee shall be responsible for compliance with all federal, state and local statutes and regulations applicable to its licensure.
4. The Licensee shall remain in compliance with the Department of Social Services Certificate of Need Determination.
5. The Licensee shall meet with the Long-Term Care Ombudsman, or his/ her designee, to discuss resident rights, and transfer/ discharge requirements, inclusive of the requirements set forth in Conn. Gen. Stat. § 19a-535a . This meeting shall occur within seven (7) days of the effective date of this Order.
6. Any records maintained in accordance with any state law or regulation or as required by this Order shall be made available to the Department, upon request for at least seven (7) years.
7. The Licensee shall maintain the services of a licensed practical nurse supervised by an on-call registered nurse not required to be onsite, or registered nurse, or a medication certified staff member to administer medications to residents until such time the Department determines the Licensee has a sufficient number of certified staff who have met all requirements for medication administration.
8. Within seven (7) days of the effective date of this Order, the Licensee shall execute a contract with an Independent Nurse Consultant ("INC") approved by the Department. The duties of the INC shall be performed by a single individual unless otherwise approved by the Department. Licensee shall pay the cost of an INC and all other costs necessary to comply with this Order. The INC shall function in accordance with FLIS INC Guidelines (Exhibit A attached). The INC shall be a registered nurse who holds a current and unrestricted license in Connecticut. The registered nurse assuming the responsibility of the INC shall not be included in meeting the nurse staffing requirements of the Regulations of Connecticut State Agencies or set forth under this Order. Failure to pay the INC on a timely basis and in accordance with the contract, as

determined by the Department in its 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 Department will provide the Licensee advance written notice of such alleged noncompliance and a seven (7) day opportunity to cure the alleged noncompliance. The Licensee waives any right it may have to a hearing on the imposition of a fine pursuant to this paragraph.

9. The INC shall provide consulting services for three (3) years unless the Department identifies through inspections or any other information that the Department deems relevant that a longer or shorter time period is necessary to ensure substantial compliance with applicable federal and state statutes and regulations.
10. For the first two (2) months the INC shall provide consulting services for a minimum of sixteen (16) hours per month. The INC shall, in accordance with the INC's judgment, arrange his/her schedule in order to be present at the Dogwood Home at various times on all three shifts including holidays and weekends. If the INC's duties outlined in Paragraph 13 are completed in less than the required sixteen (16) hours, the licensee may request a reduction in the INC's hours for that month. At the end of two (2) months, the Department shall re-evaluate the INC's required hours. At any time, or at the request of the licensee, the Department may evaluate the hours of the INC and/or INC's responsibilities if the Department determines, in its absolute discretion, that a reduction or increase is warranted. A determination of whether a reduction or increase in hours is warranted may be based on an evaluation of the Licensee's compliance with this Order, federal, state and local laws and regulations, results of on-site survey inspections and/or complaint investigations by the Department and any other information the Department deems relevant.
11. The terms of the contract executed with the INC shall include all pertinent provisions contained in this Order. A copy of the executed contract shall be provided to the Department within seven (7) days of its execution.
12. The INC shall be provided access to all records of care and services provided to residents of the Licensee, all reports prepared by the Licensee regarding such care and services, and any other information the INC determines relevant to fulfilling the duties

required under this Order.

13. Prior to admission, with input from each prospective resident's primary care practitioner, the INC will conduct a clinical assessment of each potential resident, which may include a telephonic or virtual meeting with the resident. This assessment will include, but not be limited to, a potential resident's medication regimen and whether the resident's care needs can safely be met in a Residential Care Home, "dementia special care unit or program" as defined in Sec. 19a-562. The INC shall assess each residential care home applicant to determine if the applicant can safely reside in the Licensee's residential care home or if the resident would require a higher level of care. The INC will include a detailed summary of each potential resident's assessment for residence in the residential care home in the reports identified in No. 15 of this Consent Order. If the INC determines that a potential resident could not safely reside in the Licensee's residential care home, then the Licensee will not grant the potential resident admission.
14. In order to assess the care and services provided to the potential resident or residents and the Licensee's compliance with this Consent Order and federal and state statutes and regulations, the INC may confer with individuals including but not limited to the Owner, Facility staff, residents, families, or licensed healthcare providers.
15. Within four (4) weeks of the first admission, the INC shall conduct and submit to the Department a written report assessing the Licensee's regulatory compliance, as well as compliance with this Consent Order. The report shall identify areas requiring remediation and include recommendations to achieve or maintain compliance. Prior to the submission of this report, if the INC identifies any issues requiring immediate attention, s/he shall immediately notify the Department and the Licensee. The report will also include a detailed summary of each resident's care needs as identified in No. 13 of this Consent Order.
16. For the duration of the Consent Order, the INC shall minimally conduct biannual visits at intervals of approximately six (6) months, and submit to the Department biannual written reports detailing the Licensee's regulatory compliance, as well as compliance with this Consent Order. The biannual report will assess the items identified in No. 15 and No. 17 of this Consent Order. The Department may increase or decrease the frequency of the reporting based on the INC's findings or any other information the Department deems

relevant.

17. In addition, the INC shall perform the following services:

- a. The INC shall assess compliance with the requirements for Dementia Special Care Units set for in Conn. Gen. Stat. §19a-562 and as necessary, advise on any applicable policies.
- b. The INC shall assess compliance with the staff training and education on Alzheimer's disease and dementia symptoms and care requirements set forth in Conn. Gen. Stat. §19a-562b and as necessary, advise on applicable policies and procedures.
- c. The INC shall assess implementation of the Licensee's emergency evacuation plan within two (2) weeks. The INC shall make recommendations to Licensee regarding the emergency evacuation plan. Immediately upon receipt of the recommendations, Licensee shall accept them and implement all recommendations by the INC regarding the emergency evacuation plan.
- d. The INC shall conduct assessments to determine if each resident remains appropriate for a Residential Care Home level of care. These assessments shall be conducted at least every 6 months, or more frequently if the INC deems it necessary.

18. After conducting his/her assessments, the INC shall make recommendations, consistent with accepted standards of practice, to the Owner and Operator for improvement in the delivery of care in the Dogwood Home that is applicable for a residential care home that also has a dementia special care unit or program. If the INC and Licensee are unable to reach an agreement regarding the INC's recommendation(s) for the initial assessment and any subsequent reviews, the Department, after meeting with Licensee and the INC, shall make a final determination, which shall be binding on the Licensee.

19. 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 regulations. The Licensee or its employees will not deter or interfere in fulfilling this

obligation.

20. Any reports required by this Order shall be simultaneously provided to the Licensee and the Department. Reports should be directed to:

Attention: Karen Gworek, R.N., BSN
Supervising Nurse Consultant
Facility Licensing & Investigations Section
Connecticut Public Health
410 Capitol Avenue, PO Box 340308, MS #12FLIS
Karen.Gworek@ct.gov

with a copy to Joyce Berardis
Paralegal Specialist
Office of Legal Services
Connecticut Public Health
410 Capitol Avenue, PO Box 340308, MS #13PHO
Hartford, CT 06134-0308
joyce.berardis@ct.gov

21. The Owner and INC shall, at a minimum, meet with the Department by videoconference within three months following the issuance of the license, and biannually thereafter. The Department may increase or decrease the frequency of meetings based on the INC's findings or any other information the Department deems relevant.
22. All parties agree that this Order is an Order of the Department with all of the rights and obligations pertaining thereto and attendant thereon. The Licensee agrees that compliance with all of the terms and conditions of this Pre-Licensure Consent Order is the responsibility of the Licensee. The Licensee further agrees that failure to comply with any of the terms and conditions of this Order shall constitute grounds for disciplinary action pursuant to Conn. Gen. Stat. §19a-494. Nothing herein shall be construed as limiting the Department's available legal remedies against the Licensee for violations of the Pre-licensure 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 Conn. Gen. Stat. §19a-524 *et seq.*, or any other administrative and judicial relief provided by law. This 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.

23. The execution of this 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.
24. The Licensee agrees that this 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 and its Owner of any other rights that it may have under the laws of the State of Connecticut or of the United States.
25. The Licensee has consulted with its attorney prior to the execution of this Order.

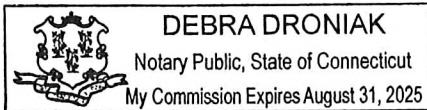
IN WITNESS WHEREOF, the parties hereto have caused this Pre-Licensure Consent Order to be executed by their respective officers and officials. The undersigned signatories represent and warrant that they are authorized to execute this Pre-Licensure Consent Order on behalf of the party they represent.

BY: *Deirdre J. Viaro*
Deirdre J. Viaro

On this 28 day of October, 2024, before me, personally appeared Deirdre J. Viaro, who acknowledged him/herself to be a Member of the Licensee, and the s/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 him/herself as Member.

My Commission Expires:

8/31/25



Debra Droniak

Notary Public

Commissioner of the Superior Court

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH

BY: *Jennifer Olsen Armstrong* 10/28/2024

Jennifer Olsen Armstrong, MS, RD

Section Chief

Facility Licensing and Investigations Section

EXHIBIT A

Facility Licensing and Investigations Section (FLIS) **Independent Nurse Consultant Guidelines**

Relationship between Independent Nurse Consultant (INC) and DPH includes:

- 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, but are not limited to:
 - 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 in-services but primary function is to develop facility resources to function independently.

Educates staff regarding federal/state laws and regulations.