

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

IN RE: New Era Rehabilitation Center, Inc.
d/b/a New Era Rehabilitation Center, Inc.
311 East Street
New Haven, CT 06511

CONSENT ORDER

WHEREAS, New Era Rehabilitation Center, Inc. of New Haven, CT, d/b/a New Era Rehabilitation Center, Inc., (“Licensee”) has been issued License No. 0381 to operate a Facility for the Care or the Treatment of Substance Abusive or Dependent Persons (“Facilities”) under Connecticut General Statutes section 19a-495 by the Connecticut Department of Public Health (“Department”); and,

WHEREAS, the Department’s Facility Licensing and Investigations Section (“FLIS”) conducted unannounced inspections commencing on September 11, 2013 at the Facility for the purpose of conducting multiple investigations; and,

WHEREAS, during the course of the aforementioned inspections, violations of the Regulations of Connecticut State Agencies were identified in a violation letter dated October 21, 2013, and office conferences regarding such violations were held between the Department and the Licensee; and,

WHEREAS, the Department made certain allegations as a result of the September 11, 2013 inspection as set forth in the Statement of Allegations attached as Exhibit A; and,

WHEREAS, the Licensee denies the allegations and admits no wrongdoing; and,

WHEREAS, the Licensee is willing to enter into this Consent Order and agrees to the conditions set forth herein:

NOW THEREFORE, the Facility Licensing and Investigations Section of the Department of Public Health of the State of Connecticut, acting herein by and through Barbara Cass, its Section Chief, and the Licensee, acting herein by Ebenezer Kolade, MD, its Executive Director, hereby stipulate and agree as follows:

1. In accordance with Connecticut General Statutes section 19a-494, the license of New Era located at 311 East Street, New Haven, Connecticut 06511 is placed on probation for a period of two (2) years.
2. Within one week of the effective date of this Consent Order, the Board of Directors on behalf of the Facility shall execute a contract with an Independent Consultant pre-approved by the Department. The IC shall function in accordance with the FLIS's ILP Guidelines (Exhibit B copy attached). Such Consultant shall perform an initial assessment, consisting of no more than twelve hours at the facility, of the services provided by New Era and shall review the Statement of Allegations referenced above and assess the Licensee's regulatory compliance which identifies areas requiring remediation. This written assessment shall be submitted to the Department, the Licensee and the Independent Licensed Practitioner described below on or before March 6, 2015. During the initial assessment, if the Independent Consultant identifies any issues requiring immediate attention, she shall immediately notify the Department and the Licensee for appropriate response.
3. Within one week of the effective date of this Consent Order, the Board of Directors on behalf of the Facility shall execute a contract with an Independent Licensed Practitioner (ILP) pre-approved by the Department. The duties of the ILP shall begin on March 16, 2015, and shall be performed by a single individual unless otherwise approved by the Department. The Licensee shall incur all costs associated with compliance with this Consent Order. The ILP shall function in accordance with the FLIS's ILP Guidelines (Exhibit B copy attached). The ILP shall be a licensed practitioner who holds a current

and unrestricted license in Connecticut and has statutory authority to conduct psychosocial assessments.

4. The practitioner assuming the responsibility of the ILP shall not be included in meeting the staffing requirements of the Regulations of Connecticut State Agencies or set forth under this Consent Order or under any agreement with the Connecticut Department of Mental Health and Addiction Services.
5. The ILP shall provide consulting services for a minimum of six (6) months at the Facility unless the Department identifies through inspections and any other information it deems relevant that a longer or shorter time period is necessary to ensure substantial compliance with applicable federal state statutes and regulations. The ILP shall be at the Facility for a total of twelve (12) hours per week.
6. The ILP shall arrange his/her schedule in order to be present at the Facility at various times during hours of operation including holidays and weekends. The Department shall evaluate the hours of the ILP at the end of her three (3) months and may, in its sole and absolute discretion, reduce or increase the hours of the ILP and/or the ILP's responsibilities, if the Department determines the reduction or increase is warranted based upon any information the Department deems relevant. The terms of the contract executed with the ILP shall include all pertinent provisions regarding the authority and duties of the ILP contained in this Consent Order and shall be submitted for approval by the Department upon the Department's request.
7. The ILP 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 patients 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. Failure to pay the ILP 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.
8. The ILP shall submit written reports every other week to the Department documenting:
 - a. The ILP's assessment of the care and services provided to patients/clients; and,

- b. Whether the Licensee is in substantial compliance with applicable federal and state statutes and regulations; and,
 - c. Any recommendations made by the ILP and the Licensee's response to implementation of the recommendations.
- 9. Copies of all ILP reports shall be simultaneously provided to the Licensee and the Department.
- 10. The Department shall retain the authority to extend or reduce the period that the ILP services are required, should the Department determine, based upon any information it deems relevant, that the Licensee is not able to maintain substantial compliance with federal and state laws and regulations. Determination of substantial compliance with federal and state laws and regulations will be based upon findings generated as the result of onsite inspections conducted by the Department and on any other information the Department deems relevant.
- 11. The ILP shall make recommendations to the Licensee's Executive Director, Medical Director and Clinical Director, for improvement in the delivery of direct patient/client care in the Facility. If the ILP and the Licensee are unable to reach an agreement regarding the ILP's recommendation(s), the Department, after meeting with the Licensee and the ILP, in its sole and absolute discretion, shall make a final determination, which shall be binding on the Licensee.
- 12. Effective upon the execution of this Consent Order, the Licensee shall ensure that all staff providing services are qualified, and properly credentialed if required, with regard to the specific services that are being provided and receive the necessary supervision in accordance with applicable state and federal laws and regulations. Effective upon the execution of this Consent Order, the Licensee, through its Governing Body, the Executive Director, Medical Director and Clinical Director, shall ensure substantial compliance with the following:
 - a. Environmental rounds and maintenance of the building;
 - b. Clean and safe environment;
 - c. Emergency response procedures;

- d. All patients/clients are treated with respect and dignity;
 - e. Patient/Client assessment;
 - f. Comprehensive charting;
 - g. Comprehensive treatment planning, review, and revisions as necessary;
 - h. Implementation of Treatment plan;
 - i. Mental health assessment and treatment as necessary;
 - j. Physician's orders;
 - k. Protection of Patient/Client Rights;
 - l. Supervision of Patient/Client;
 - m. Staffing supervision and communication;
 - n. Staff education;
 - o. Medication administration, reconciliation and storage;
 - p. Incident investigation and follow up; and
 - q. Patient/Client leave of Absence.
13. On or before April 15, 2015, the Executive Director and Clinical Director, in consultation with the ILP, shall develop and/or review and revise, as necessary, policies and procedures related to areas noted in paragraph number twelve (12).
14. On or before April 30, 2015, all Facility staff shall be in-serviced, to the policies and procedures identified in paragraph number twelve (12).
15. The ILP, the Licensee's Executive Director, Medical Director and Clinical Director shall meet with the Department every four (4) weeks for the first three (3) months after the effective date of this Consent Order and thereafter at eight (8) week intervals throughout the tenure of the ILP. 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.
16. The Licensee shall notify the Department immediately of a vacancy or staffing change in the positions of Executive Director, Medical Director, Clinical Director, and Program Managers.

17. The Executive Director, Clinical Director, and Program Managers shall make random unannounced visits to the facility to observe care and services. These visits shall be inclusive of weekends and holidays.
18. A Quality Assurance Performance Improvement Program ("QAPI") shall be instituted, which will identify a QAPI Committee, consisting of, at least, the Facility's Executive Director, Medical Director, Clinical Director, and Program Managers. The QAPI Committee shall meet at least once every thirty (30) days to review all reports or complaints relating to resident care and compliance with federal and state laws and regulations. The activities of the QAPI Committee shall include, but not be limited to, assessing all patients/residents/clients in the Facility to identify appropriateness of care and services, determination and adoption of new policies to be implemented by Facility staff to improve care patient/resident/client practices, and routine assessing of care and response to treatment of same. In addition, this Committee shall review and revise all policies and procedures and monitor their implementation. A record of QAPI 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. The ILP shall be given notice and invited to attend the monthly meetings.
19. The Facility shall assign an administrative staff member to oversee the implementation of the requirements of this document. Said individual shall submit monthly reports to the Department regarding the implementation of the Consent Order terms.
20. If, for any reason, the Licensee intends to close its operation, it must perform appropriate discharge planning for its clients and must comply with all applicable laws and regulations regarding closure.
21. The Licensee shall pay a monetary penalty to the Department in the amount of five thousand dollars (\$5,000.00) by money order or bank check payable to the "Treasurer of the State of Connecticut" and mailed to the Department at the time this signed Consent Order is submitted to the Department. The money penalty and any reports required by this document shall be directed to:

Alice Martinez, R.N.
Supervising Nurse Consultant
Facility Licensing and Investigations Section
Department of Public Health
410 Capitol Avenue, P.O. Box 340308, MS #12 FLIS
Hartford, CT 06134-0308

22. 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, or any other administrative and judicial relief provided by law. The allegations contained in the Statement of Allegations attached as Exhibit A shall be deemed true in any subsequent proceeding before the Department in which compliance with its terms is at issue or compliance with the federal or state statutes or regulations is at issue. The Licensee retains all of its rights under applicable law.
23. 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.
24. 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.
25. 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 Act, Chapter 368a of the Statutes, Regulation that exist 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.
26. The terms of this Consent Order shall remain in effect for a period of two (2) years from the effective date of this document unless otherwise specified in this Consent Order.

27. The Licensee has consulted with its attorney prior to the execution of this 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 two dates noted below.

New Era Rehabilitation Inc.- LICENSEE

By: 
Ebenezer Kolade, M.D.
Executive Director

On this 2-3-15 day of ^{February}~~January~~, 2015, before me, personally appeared Ebenezer Kolade, M.D., who acknowledged himself to be the Executive Director of New Era Rehabilitation, Inc, a corporation, and that he, as such Executive Director being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Executive Director.

My Commission Expires: September 30, 2019 ^{My Commission Expires}

Notary Public []
Commissioner of the Superior Court []

STATE OF CONNECTICUT,
DEPARTMENT OF PUBLIC HEALTH

^{February}~~January~~ 3, 2015
BSC

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

February 4, 2015

STATEMENT OF ALLEGATIONS

Exhibit A

TO: New Era Rehabilitation Center, Inc.
311 East Street
New Haven, CT 06511

The Department of Public Health makes the following allegations against New Era Rehabilitation Center, Inc., New Haven, Connecticut (hereinafter "Respondent").

COUNT ONE

1. Respondent is and has been at all times referenced in this Statement of Allegations the holder of a Facility for the Care or Treatment of Substance Abusive or Dependent Persons License No. 0381.
2. Between approximately September 11, 2013 and October 4, 2013, the Respondent failed to ensure the safety of a client in regards to medication administration.
3. The above referenced conduct violates Section 19a-495-570 (g)(1); (g)(2); (m)(3)(A); (m)(3)(B); (m)(7)(A); (m)(9)(E) of the Public Health Code of the State of Connecticut.

COUNT TWO

7. Paragraph 1 of Count One is hereby incorporated by reference as if set forth fully herein.
8. Between approximately September 11, 2013 and October 4, 2013, the respondent failed to ensure treatment plans were comprehensive, treatment plans were reviewed, clinical supervisory oversight was provided, and assessments were completed.
9. The above referenced conduct violates Section 19a-495-570 (g)(1); (g)(2); (m)(3)(A); (m)(3)(B)(xiii); (m)(3)(C); (m)(6)(A)(i)(b)(1); (m)(7)(A); (m)(7)(C) of the Public Health Code of the State of Connecticut.

COUNT THREE

10. Paragraph 1 of Count One is hereby incorporated by reference as if set forth fully herein.
11. Between approximately September 11, 2013 and October 4, 2013, the Respondent failed to ensure the record was complete to include progress notes.

12. The above referenced conduct violates Section 19a-495-570 (g)(1); (g)(2); (m)(3)(A); (m)(7)(A); (m)(7)(C) of the Public Health Code of the State of Connecticut.

COUNT FOUR

13. Paragraph 1 of Count One is hereby incorporated by reference as if set forth fully herein.

14. Between approximately September 11, 2013 and October 4, 2013, the respondent failed to provide adequate nursing supervision.

15. The above referenced conduct violates Section 19a-495-570 (g)(1); (g)(2); (m)(7)(A); of the Public Health Code of the State of Connecticut.

COUNT FIVE

16. Paragraph 1 of Count One is hereby incorporated by reference as if set forth fully herein.

17. Between approximately September 11, 2013 and October 4, 2013, the respondent lacked a psychiatrist to provide diagnosis or treatment.

18. The above referenced conduct violates Section 19a-495-570 (g)(1); (g)(2); (m)(7)(A); (m)(7)(H)(iii) of the Public Health Code of the State of Connecticut.

COUNT SIX

19. Paragraph 1 of Count One is hereby incorporated by reference as if set forth fully herein.

20. Between approximately September 11, 2013 and October 4, 2013, the respondent failed to provide staffing according to the schedule.

21. The above referenced conduct violates Section 19a-495-570 (g)(2); (m)(7)(A); of the Public Health Code of the State of Connecticut.

COUNT SEVEN

22. Paragraph 1 of Count One is hereby incorporated by reference as if set forth fully herein.

23. Between approximately September 11, 2013 and October 4, 2013, the Respondent failed to ensure a safe and sanitary environment and maintain the building in a good state of repair.

24. The above referenced conduct violates Section 19a-495-570 (g)(1); (g)(2); (j)(1)(D) of the Public Health Code of the State of Connecticut.

COUNT EIGHT

25. Paragraph 1 of Count One is hereby incorporated by reference as if set forth fully herein.
26. Between approximately September 11, 2013 and October 4, 2013, the respondent failed to maintain employee files as required and failed to ensure that a plan was in place for staff training and education to include in part emergency procedures and that orientation was provided for new employees.
27. The above referenced conduct violates Section 19a-495-570 (g)(2); (i)(3)(D); (j)(2); (m)(7)(A); of the Public Health Code of the State of Connecticut.

COUNT NINE

28. Paragraph 1 of Count One is hereby incorporated by reference as if set forth fully herein.
29. Between approximately September 11, 2013 and October 4, 2013, the respondent failed to maintain bylaws, define an appropriate governing body, and review policies and procedures on an annual basis.
30. The above referenced conduct violates Section 19a-495-570 (f)(2); (f)(3)(E); (g)(2); of the Public Health Code of the State of Connecticut.

Exhibit B

FLIS' Independent Licensed Practitioner Consultant Guidelines

Relationship between Independent Licensed Practitioner Consultant (ILP) and DPH includes:

- An ILP is utilized as a component of DPH's regulatory remedy process. An ILP may be agreed upon as a part of a Consent Order between the institution and the Department when significant care and services issues are identified.
- The ILP has a fiduciary or special relationship of trust, confidence and responsibility with the Department.
- The ILP'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 ILP and the Institution:

- The ILP maintains a professional and objective relationship with the institutional staff. The ILP is a consultant, not an employee of the institution. The ILP exercises independent judgment and initiative to determine how to fully address and complete her/his responsibilities. The institution does not direct or supervise the ILP but must cooperate with and respond to requests of the ILP related to her fulfilling her/his duties.
- The ILP'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 in-servicing, The ILP's primary function is to develop facility resources to function independently.
 - Educates staff regarding federal/state laws and regulations.