

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

IN RE: The Johnson Home, Inc
 100 Town Street
 Norwich, CT 06360

CONSENT ORDER

WHEREAS, The Johnson Home, Inc (“Licensee”) has been issued License No. 1392RCH to operate a residential care home known as Johnson Home, Inc (“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 received information from the Licensee in December of 2022 which raised concerns regarding the ability of the Licensee to provide proper care to its residents and to protect the rights of its residents in accordance with the statutes and regulations related to residential care homes in Connecticut; and,

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

NOW THEREFORE, the Department and the Licensee acting herein and through its Manager and Person in Charge hereby stipulate and agree as follows:

1. Upon the execution of this Consent Order, the Licensee agrees to the appointment of Timothy Coburn as a Temporary Manager for the period beginning Friday, December 30, 2022, at 9:00 a.m. and continuing until February 28, 2023, at 4 p.m. Mr. Coburn is authorized to engage an Assistant Manager to support his work as Temporary Manager as needed.
2. The Temporary Manager shall:
 - a. Review the Facility’s regulatory compliance, including, but not limited to, residents’ rights, discharge notices and planning, medication administration,

and food service and report to the Department any instances of non-compliance.

- b. Report immediately to the Department any issue which presents an immediate threat to the health and/or safety of the residents;
 - c. Review schedules and staffing rosters to ensure adequate staffing, including, but not limited to, staff with medication administration certification, and report to the Department any instances of inadequate staffing;
 - d. Provide simultaneously to the Department and the Licensee all reports required pursuant to this Consent Order. The Licensee shall be permitted to file a written response and submit such response to the Department and the Temporary Manager;
 - e. Meet with the Department and/or the Department of Social Services at least once per week by video conference call to review the Facility's compliance with state law and regulations; and,
 - f. Provide within three (3) weeks of the effective date of this Consent Order a written report with his preliminary assessment of the Facility's compliance with state law and regulations.
3. The Licensee agrees to cooperate with the Temporary Manager by, in all ways including, but not limited to, allowing access to any computer or paper files, allowing access to all resident records and all billing records, allowing access to all construction project plans, contacts, billing records, other materials relevant to any improvement project, and allowing access to all physical space.
4. The Temporary Manager shall have the authority both to hire staff, including the use of staffing agencies, and terminate staff as he deems appropriate to protect the safety and rights of the residents and in the best interest of the effective management of the residential care home.
5. 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 Temporary Manager and the Department, upon the Department's request.
6. The Department, in its sole and absolute discretion, shall retain the authority to extend or terminate the appointment period of the Temporary Manager.
7. The Temporary Manager shall be responsible for managing the Licensee's income and payroll. The Temporary Manager shall have access to all bank accounts and shall have

the authority to pay all expenses necessary to maintain the residential care home and to meet the Licensee's obligations. The Licensee agrees to provide the Temporary Manager with access to all bank accounts relevant to the residential care home and to give the Temporary Manager complete authority over such bank accounts during the period of this Consent Order.

8. No sale or closure shall take place during the period of the Consent Order without written notice to and consent of the Department which shall consult with DSS prior to approving a sale. If the Temporary Manager is aware of any party who may be interested in purchasing the land or purchasing the business, he may bring such party to the attention of the Licensee and the Department.
9. 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 Sections 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.
10. 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.
11. 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.
12. The execution of this Consent Order has no bearing on any criminal liability without the written consent of the Director of the Medicaid Fraud Control Unit ("MFCU") or the Bureau Chief of the Department of Criminal Justice's Statewide Prosecution Bureau.
13. 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 Connecticut General Statutes and the Re 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.

14. The Licensee has had the opportunity to consult 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.

Pam Collelo
President, Board of Directors
The Johnson House, Inc

On this _____ day of December, 2022, before me, personally appeared Pam Colello, who acknowledged herself to be the President of the Board of Directors of The Johnson House, Inc, and that she, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Licensee by herself as President of the Board of Directors.

My Commission Expires: _____
(If Notary Public) Notary Public []
Commissioner of the Superior Court []

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH

BY: _____
Barbara Cass, Acting Section Chief
Facility Licensing and Investigations
Healthcare Quality and Safety Branch
Department of Public Health

December ____, 2022

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

IN RE: The Johnson Home, Inc
 100 Town Street
 Norwich, CT 06360

CONSENT ORDER

WHEREAS, The Johnson Home, Inc (“Licensee”) has been issued License No. 1392RCH to operate a residential care home known as Johnson Home, Inc (“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 received information from the Licensee in December of 2022 which raised concerns regarding the ability of the Licensee to provide proper care to its residents and to protect the rights of its residents in accordance with the statutes and regulations related to residential care homes in Connecticut; and,

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

NOW THEREFORE, the Department and the Licensee acting herein and through its Manager and Person in Charge hereby stipulate and agree as follows:

1. Upon the execution of this Consent Order, the Licensee agrees to the appointment of Timothy Coburn as a Temporary Manager for the period beginning Friday, December 30, 2022, at 9:00 a.m. and continuing until February 28, 2023, at 4 p.m. Mr. Coburn is authorized to engage an Assistant Manager to support his work as Temporary Manager as needed.
2. The Temporary Manager shall:
 - a. Review the Facility’s regulatory compliance, including, but not limited to, residents’ rights, discharge notices and planning, medication administration,

and food service and report to the Department any instances of non-compliance.

- b. Report immediately to the Department any issue which presents an immediate threat to the health and/or safety of the residents;
 - c. Review schedules and staffing rosters to ensure adequate staffing, including, but not limited to, staff with medication administration certification, and report to the Department any instances of inadequate staffing;
 - d. Provide simultaneously to the Department and the Licensee all reports required pursuant to this Consent Order. The Licensee shall be permitted to file a written response and submit such response to the Department and the Temporary Manager;
 - e. Meet with the Department and/or the Department of Social Services at least once per week by video conference call to review the Facility's compliance with state law and regulations; and,
 - f. Provide within three (3) weeks of the effective date of this Consent Order a written report with his preliminary assessment of the Facility's compliance with state law and regulations.
3. The Licensee agrees to cooperate with the Temporary Manager by, in all ways including, but not limited to, allowing access to any computer or paper files, allowing access to all resident records and all billing records, allowing access to all construction project plans, contacts, billing records, other materials relevant to any improvement project, and allowing access to all physical space.
4. The Temporary Manager shall have the authority both to hire staff, including the use of staffing agencies, and terminate staff as he deems appropriate to protect the safety and rights of the residents and in the best interest of the effective management of the residential care home.
5. 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 Temporary Manager and the Department, upon the Department's request.
6. The Department, in its sole and absolute discretion, shall retain the authority to extend or terminate the appointment period of the Temporary Manager.
7. The Temporary Manager shall be responsible for managing the Licensee's income and payroll. The Temporary Manager shall have access to all bank accounts and shall have

the authority to pay all expenses necessary to maintain the residential care home and to meet the Licensee's obligations. The Licensee agrees to provide the Temporary Manager with access to all bank accounts relevant to the residential care home and to give the Temporary Manager complete authority over such bank accounts during the period of this Consent Order.

8. No sale or closure shall take place during the period of the Consent Order without written notice to and consent of the Department which shall consult with DSS prior to approving a sale. If the Temporary Manager is aware of any party who may be interested in purchasing the land or purchasing the business, he may bring such party to the attention of the Licensee and the Department.
9. 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 Sections 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.
10. 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.
11. 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.
12. The execution of this Consent Order has no bearing on any criminal liability without the written consent of the Director of the Medicaid Fraud Control Unit ("MFCU") or the Bureau Chief of the Department of Criminal Justice's Statewide Prosecution Bureau.
13. 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 Connecticut General Statutes and the Re 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.

14. The Licensee has had the opportunity to consult 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.

Pam Collelo
President, Board of Directors
The Johnson House, Inc

On this _____ day of December, 2022, before me, personally appeared Pam Colello, who acknowledged herself to be the President of the Board of Directors of The Johnson House, Inc, and that she, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Licensee by herself as President of the Board of Directors.

My Commission Expires: _____
(If Notary Public) Notary Public []
Commissioner of the Superior Court []

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH

BY: _____
Barbara Cass, Acting Section Chief
Facility Licensing and Investigations
Healthcare Quality and Safety Branch
Department of Public Health

December ____, 2022

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.

Pamela J. Collelo

Pam Collelo
President, Board of Directors
The Johnson House, Inc

On this 28th day of December, 2022, before me, personally appeared Pam Colello, who acknowledged herself to be the President of the Board of Directors of The Johnson House, Inc, and that she, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Licensee by herself as President of the Board of Directors.

AMY LOUNSBURY
NOTARY PUBLIC

MY COMMISSION EXPIRES MAR. 31, 2024

My Commission Expires: _____
(If Notary Public)

[Signature]
Notary Public
Commissioner of the Superior Court

[X]
[]

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH

BY:

[Signature]
Barbara Cass, Acting Section Chief
Facility Licensing and Investigations
Healthcare Quality and Safety Branch
Department of Public Health

December 28, 2022

