



**Inspection Report  
under the *Long-Term  
Care Homes Act, 2007***

**Rapport d'inspection  
prévue le *Loi de 2007  
les foyers de soins de  
longue durée***

**Ministry of Health and Long-Term Care**  
Health System Accountability and Performance Division  
Performance Improvement and Compliance Branch

Ottawa Service Area Office  
347 **Preston Street**, 4th Floor  
**Ottawa, ON K1S 3J4**

Bureau régional de services de Ottawa  
347 rue Preston, 4<sup>ième</sup> étage  
**Ottawa, ON K1S 3J4**

**Ministère de la Santé et des Soins de longue durée**  
Division de la responsabilisation et de la performance du  
système de santé  
Direction de l'amélioration de la performance et de la  
conformité

Telephone: 613 569 – 5602  
Toll Free: 1 877 779 5559

Telephone: 613 569 – 5602  
Toll Free: 1 877 779 5559

Facsimile: 613 569 - 9670

Facsimile: 613 569 - 9670

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<b>Date(s) of inspection/Date de l'inspection</b>	<b>Inspection No/ d'inspection</b>	<b>Type of Inspection/GeNR/Rce d'inspection</b>
July 3 – 6, 2012 (onsite)	2012_518006_200_0025	Other - Data Quality Inspection (Restorative Care and Therapies)
<b>Licensee/Titulaire</b>		
Omni Health Care Limited Partnership on behalf of 0760444 B.C. Ltd. as General Partner 2020 Fisher Drive Suite 1 Peterborough, ON K9J 6X6 Phone (705) 748-6631 Fax (705) 742-9197		
<b>Long - Term Care Home/Foyer de soins de longue durée</b>		
Woodland Villa 30 Mille Roches Road Long Sault, Ontario K0C 1P0 Phone (613) 534-2276 Fax (613) 523-8559		
<b>Name of Inspector(s)/Nom de l'inspecteur(s)</b>		
Sandy Schmidt (200), Nancy Rawlings (199)		
<b>Inspection Summary/Sommaire d'inspection</b>		



The purpose of this inspection was to conduct a Data Quality inspection related to restorative care and therapies.

During the course of the inspection, the inspectors spoke with: Administrator, Director of Resident Care (DOC), Restorative Care Aide, RAI Co-ordinator (RAI-C), Registered Nurse (RN) Registered Practical Nurse (RPN), Personal Support Worker (PSW), Physiotherapist (PT), Physiotherapy Assistant (PTA).

**During the course of the inspection, the inspectors reviewed: resident health records for 10 residents in the home for the quarters from July 1, 2010 to March 31, 2011 including the most recent quarter as well as the home policies and procedures for restorative care including therapies.**

The following Inspection Protocol was used in part or in whole during this inspection: Restorative Care and Therapy.

Findings of Non-Compliance were found during this inspection.

## NON- COMPLIANCE / (Non-respectés)

### Definitions /Définitions :

**CO** = Compliance Order/Ordres de conformité  
**DR** = Director Referral/Régisseur envoyé  
**VPC** = Voluntary Plan of Correction/Plan de redressement volontaire  
**WAO** = Work and Activity Order/Ordres: travaux et activités  
**WN** = Written Notifications/Avis écrit

**ABS** = aggressive behaviour scale  
**AC** = before meals  
**ARD** = assessment reference date  
**AROM** = active range of motion  
**CIHI** = Canadian Institute for Health Information  
**CC** = Director of Resident Care  
**CPS** = cognitive performance scale  
**DOC** = Director of Care  
**LTCH CAP** = Long-Term Care Homes Common Assessment Project  
**MDS** = RAI-MDS 2.0  
**NR/RC** = Nursing Rehabilitation/Restorative Care (intervention Sheet)  
**PC** = after meal  
**PROM** = passive range of motion  
**PT** = Physiotherapy  
**PT Resident Log** = Physiotherapy Resident Log  
**PT Re-assessment** = Physiotherapy Re-Assessment/Discharge  
**QHS** = Every evening at bedtime  
**RAI-C** = RAI Co-ordinator  
**RAPs** = Resident Assessment Protocols  
**SLP** = Speech Language Pathologist

**Q2** = July 1 to September 30, 2010

**Q3** = October 1 to December 31, 2010

**Q4** = January 1 to March 31, 2011

**Most recent quarter inspected Q4 = January 1 to March 31, 2012**



The following constitutes written notification of non-compliance under paragraph 1 of section 152 of the LTCHA.

Non-compliance with requirements under the *Long-Term Care Homes Act, 2007* (LTCHA) was found. (A requirement under the LTCHA includes the requirements contained in the items listed in the definition of "requirement under this Act" in subsection 2(1) of the LTCHA.)

Le suivant constituer un avis d'écrit de l'exigence prévue le paragraphe 1 de section 152 de les foyers de soins de longue durée.

Non-respect avec les exigences sur le *Loi de 2007 les foyers de soins de longue durée* à trouvé. (Une exigence dans le loi comprend les exigences contenues dans les points énumérés dans la définition de "exigence prévue par la présente loi" au paragraphe 2(1) de la loi.

**WN #1:** The Licensee has failed to comply with *Long Term Care Homes Act (LTCHA), 2007, c. 8, s. 101.*

- (1) A licence is subject to the conditions, if any, that are provided for in the regulations. 2007, c. 8, s. 101.
- (2) The Director may make a licence subject to conditions other than those provided for in the regulations,
  - (a) at the time a licence is issued, with or without the consent of the licensee; or
  - (b) at the time a licence is reissued under section 105, with or without the consent of the new licensee. 2007, c. 8, s. 101 (2).
- (3) It is a condition of every licence that the licensee shall comply with this Act, the *Local Health System Integration Act, 2006*, the *Commitment to the Future of Medicare Act, 2004*, the regulations, and every order made or agreement entered into under this Act and those Acts. 2007, c. 8, s. 195 (12).
- (4) Every licensee shall comply with the conditions to which the licence is subject. 2007, c. 8, s. 101 (4);

#### Findings:

1. The Long-Term Care Homes Service Accountability Agreement (L-SAA) is an agreement entered into between the local health integration network and the Licensee, Omni Health Care Limited Partnership on behalf of 0760444 B.C. Ltd. as General Partner, under the *Local Health System Integration Act, 2006*. Compliance with the L-SAA is, therefore, a condition of the licence issued to Omni Health Care Limited Partnership on behalf of 0760444 B.C. Ltd. as General Partner Woodland Villa long-term care home.
2. The Licensee has failed to comply with the following provisions of the L-SAA:

#### Article 3.1

- (a) The HSP will provide the Services in accordance with:
  - (i) this Agreement;
  - (ii) Applicable Law; and
  - (iii) Applicable Policy.

#### Article 8.1

- (a) The LHIN's ability to enable its local health system to provide appropriate, co-ordinated, effective and efficient health services as contemplated by LHSIA, is heavily dependent on the timely collection and analysis of accurate information. The Health Service Provider (HSP) acknowledges that the timely provision of accurate information related to the HSP is under the HSP's control;

#### Article 8.1(b): The HSP [Health Service Provider]

- (iv) will ensure that all information is complete, accurate, provided in a timely manner and in a form satisfactory to the LHIN [Local Health Integration Network];

#### Article 8.1 (c): The HSP will:

- (i) conduct quarterly assessments of Residents, and all other assessments of Residents required

- under the Act, using a standardized Resident Assessment Instrument - Minimum Data Set (RAI-MDS 2.0) 2.0 tool in accordance with the RAI-MDS 2.0 Practice Requirements included in Schedule F and will submit RAI-MDS 2.0 assessment data to the Canadian Institute for Health Information (CIHI) in an electronic format at least quarterly in accordance with the submission guidelines set out by CIHI; and
- (ii) have systems in place to regularly monitor and evaluate the RAI-MDS 2.0 data quality and accuracy;
3. The RAI-MDS 2.0 LTC Homes – Practice Requirements are included in Schedule F of the L-SAA and fall within the definition of “Applicable Policy” under the L-SAA.
  4. The RAI-MDS 2.0 Agreement between the Ministry of Health and Long-Term Care and the Licensee, Omni Health Care Limited Partnership on behalf of 0760444 B.C. Ltd. as General Partner, is an agreement under the *Long-Term Care Homes Act, 2007* for the provision of funding related to the implementation of RAI-MDS 2.0 assessment tool in long-term care homes. Compliance with the RAI-MDS 2.0 Agreement is, therefore, a condition of the licence issued to Omni Health Care Limited Partnership on behalf of 0760444 B.C. Ltd. as General Partner for Woodland Villa long-term care home.
  5. The documents listed in Schedules A to E of the RAI-MDS 2.0 Agreement between the Licensee, Omni Health Care Limited Partnership on behalf of 0760444 B.C. Ltd. as General Partner and the Ministry of Health and Long-Term Care fall within the definition of “Applicable Policy” in the L-SAA. These documents include, but are not limited to, the Sustainability Project Description, the Implementation Information Package together with the Training Module Overview, and the RAI Coordinator Role Description.
  6. The level-of-care per diem funding in the Nursing and Personal Care (NPC) envelope paid by the local health integration network to the Licensee pursuant to the L-SAA is adjusted based on resident acuity. The higher the acuity, the greater the funding. The amount of funding in the NPC envelope is calculated using a formula set out in the LTCH Level-Of-Care Per Diem Funding Policy (a policy listed in Schedule F of the L-SAA) and resident acuity is determined using the RAI-MDS 2.0 information submitted by the Licensee to CIHI.
  7. The incompleteness and inaccuracy of the RAI-MDS 2.0 data is evidenced by the following:
    - (a) The RAI-MDS 2.0 coding was not supported by the home’s documentation, including the residents’ plans of care and the RAPs documentation. There were multiple inconsistencies between what was coded on the RAI-MDS 2.0 and the progress notes found in the residents’ plans of care.
  8. The following are specific examples of incomplete and/or inaccurate RAI-MDS 2.0 coding and non-compliance with the L-SAA and/or the RAI-MDS 2.0 LTC Homes – Practice Requirements and/or the Implementation Information Package and/or the RAI Coordinator Role Description and/or the RAI-MDS 2.0 Agreement. The RAI-MDS 2.0 Practice Requirements mandates the use of the RAI-MDS 2.0 Manual, which states that a rehabilitation or restorative practice must meet specific criteria including that measureable objectives and interventions must be documented in the care plan and in the clinical record.
    - a. There was inconsistency in what was coded on the RAI-MDS 2.0 and the documentation in the plan of care for resident 001. The resident was coded on the RAI-MDS 2.0 as receiving the NR/RC activity of AROM however there were no documented measureable objectives or interventions in the resident’s record for AROM. The resident was coded on the MDS as receiving the NR/RC activity for bed mobility for

7 days during the observation period however it was only coded the resident received this NR/RC activity for 4 days during the look back period and not the 7 days as coded on the MDS. It is unclear according to the documentation if the resident received the NR/RC activity of bed mobility for the undocumented 3 days during the observation period. The RAI-MDS 2.0 Practice Requirements were not followed.

- b. There was inconsistency in what was coded on the RAI-MDS 2.0 and the documentation in the plan of care for resident 002. The resident was coded on the MDS as receiving the NR/RC activities of splint/brace, bed mobility, transfer and dressing or grooming however there was no documentation of measureable objectives or interventions in the resident's clinical record related to the NR/RC activities as coded on the MDS. The RAI-MDS 2.0 Practice Requirements were not followed.
- c. There was inconsistency in what was coded on the RAI-MDS 2.0 and the documentation in the plan of care for resident 003. The resident was coded on the MDS as receiving the NR/RC activity of AROM however the documentation in the plan of care stated the resident was receiving PROM. It is unclear from the documentation if the resident received the NR/RC activity of AROM during the observation period. The RAI-MDS 2.0 Practice Requirements were not followed.
- d. There was inconsistency in what was coded on the RAI-MDS 2.0 and the documentation in the plan of care for resident 004. The resident was coded on the MDS as receiving the NR/RC activities of transfer and dressing and grooming however there were no documented measureable objectives or interventions in the resident's record for the NR/RC activities as coded on the MDS. It is unclear according to the documentation if the resident received the NR/RC activities for transfer or dressing or grooming during the observation period. The RAI-MDS 2.0 Practice Requirements were not followed.
- e. There was inconsistency in what was coded on the RAI-MDS 2.0 and the documentation in the plan of care for resident 005. The resident was coded on the RAI-MDS 2.0 as receiving the NR/RC activities for transfer, walking and dressing or grooming however there were no documented measureable objectives or interventions in the resident's record for the NR/RC activities as coded on the MDS. It is unclear according to the documentation if the resident received the NR/RC activities for transfer, walking or dressing or grooming during the observation period. The RAI-MDS 2.0 Practice Requirements were not followed.
- f. There was inconsistency in what was coded on the RAI-MDS 2.0 and the documentation in the plan of care for resident 006. The resident was coded on the RAI-MDS 2.0 as receiving the NR/RC activities for walking and dressing or grooming however there were no documented measureable objectives or interventions in the resident's record for the NR/RC activities as coded on the MDS. It is unclear according to the documentation if the resident received the NR/RC activities for walking or dressing or grooming during the observation period. The RAI-MDS 2.0 Practice Requirements were not followed.
- g. There was inconsistency in what was coded on the RAI-MDS 2.0 and the documentation in the plan of care for resident 007. The resident was coded on the RAI-MDS 2.0 as receiving the NR/RC activities for PROM and dressing or grooming however there were no documented measureable objectives or interventions in the resident's record for the NR/RC activities as coded on the MDS. It is unclear according to the documentation if the resident received the NR/RC activities for PROM or dressing or grooming during the observation period. The RAI-MDS 2.0 Practice Requirements were not followed.
- h. There was inconsistency in what was coded on the RAI-MDS 2.0 and the documentation in the plan of care for resident 008. The resident was coded on the RAI-MDS 2.0 as receiving the NR/RC activities for PROM and dressing or grooming however there were no documented measureable objectives or interventions in the resident's record for the NR/RC activities as coded on the MDS. It is unclear according to the documentation if the resident received the NR/RC activities for PROM or dressing or grooming during the observation period. The RAI-MDS 2.0 Practice Requirements were not followed.



- i. There was inconsistency in what was coded on the RAI-MDS 2.0 and the documentation in the plan of care for resident 009. The resident was coded on the RAI-MDS 2.0 as receiving the NR/RC activities for transfer and dressing or grooming however there were no documented measurable objectives or interventions in the resident's record for the NR/RC activities as coded on the MDS. It is unclear according to the documentation if the resident received the NR/RC activities for transfer or dressing or grooming during the observation period. The RAI-MDS 2.0 Practice Requirements were not followed.
- j. There was inconsistency in what was coded on the RAI-MDS 2.0 and the documentation in the plan of care for resident 010. The resident was coded on the RAI-MDS 2.0 as receiving the NR/RC of eating however the resident was also coded on as being totally dependent for eating during the same observation period. The resident was coded as being totally dependent for the NR/RC activity of eating indicating that the resident did not participate in eating during the observation period. The RAI-MDS 2.0 Practice Requirements were not followed.

Inspector ID #: 200

**Additional Required Actions:**

**Voluntary Plan of Correction (VPC)** - Pursuant to the Long Term Care Homes Act (LTCHA), 2007, c.8, s.101, the licensee is hereby requested to prepare a written plan of corrective action for achieving compliance with the RAI-MDS 2.0 Long Term Care Homes Practice Requirements, to be implemented voluntarily.

**WN #2 The Licensee has failed to comply with O. Reg. 79/10, s. 232**

**The licensee shall ensure that the records of the residents of the home are kept at the home.**

**Findings:**

For 10 out of 10 for discharged residents (001, 002, 003, 004, 005, 006, 007, 008, 009, 010) for Q2 2010 PT documentation and records were not found in the home. The licensee changed PT service providers and the previous PT provider kept the licensee's resident's records.

Inspector ID #: 199, 200

**Additional Required Actions:**

**Voluntary Plan of Correction (VPC)** - Pursuant to O. Reg. 79/10, s. 232 the licensee is hereby requested to prepare a written plan of correction to ensure that all PT documentation from the former PT company of all of the licensee's residents are returned and kept in the licensee's home.

Signature of Licensee or Representative of Licensee  
Signature du Titulaire du représentant désigné

Signature of Health System Accountability and Performance Division  
representative/Signature du (de la) représentant(e) de la Division de la  
responsabilisation et de la performance du système de santé.

Title: Date:

Date of Report: (if different from date(s) of inspection).

Aug 13, 2012