

CORPORATE OFFICE

Level 1
32 Oxford Terrace
Christchurch Central
CHRISTCHURCH 8011

Telephone: 0064 3 364 4160
Fax: 0064 3 364 4165
carolyn.gullery@cdhb.health.nz

10 June 2020

9(2)(a)

RE Official information request CDHB 10300

I refer to your email dated 14 April 2020 requesting the following information under the Official Information Act from Canterbury DHB. Specifically:

1. **Copies of any reports, documents, memoranda, or correspondence regarding the number of issues regarding safe practice at Rosewood Rest home and that took place after staff and patients contracted Covid-19.**
2. **Copies of any reports, documents, memoranda, or correspondence regarding the decision to appoint an acting manager to Rosewood Rest home.**

We had no concerns about Rosewood Rest Home prior to the outbreak of COVID-19. Their last audit, a Certification Audit, was carried out in July 2019 and did not identify any significant issues of concern.

The only reason for appointing a Temporary Manager was because of the need for leadership during the time that Rosewood the staff, including the facility manager, were either off sick or had been stood down by Public Health because of the possibility of becoming unwell.

In our opinion this required urgent action to protect the health and safety of the Rosewood Rest Home residents and as a result we deemed it necessary to appoint a temporary manager on 6 April 2020 as per Clause A22.2 of the ARCC Agreement (see excerpt below).

It was considered that this would need only to be in place until the existing Facility Manager was able to come out of isolation and resume her duties at Rosewood. This occurred on 22 April 2020.

Please find attached as **Appendix 1**, notes taken at a Zoom meeting 8 April 2020 and subsequent correspondence regarding our decision to appoint an Acting Manager to Rosewood Rest Home.

Please note we have redacted information pursuant to section 9(2)(a) of the Official Information Act i.e. “...to protect individual privacy).

You may, under section 28(3) of the Official Information Act, seek a review of our decision to withhold information by the Ombudsman. Information about how to make a complaint is available at www.ombudsman.parliament.nz; or Freephone 0800 802 602.

Please note that this response, or an edited version of this response, may be published on the Canterbury DHB website after your receipt of this response.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Carolyn Gullery', with a long, sweeping horizontal stroke extending to the right.

Carolyn Gullery
Executive Director
Planning, Funding & Decision Support

ARCC Agreement excerpt – section A22

A22.2 Temporary Manager

- a. Without limiting our rights under clause A22.1 (d) we may appoint as Temporary Manager for your Facility a Person who is appropriately qualified and experienced in terms of clause D17.3(d)(i) and/or clause D17.4(b)(i) (as applicable). Such Temporary Manager will take over management of the provision of Services, in substitution for and on behalf of you and the Manager for the purpose of remedying the breach referred to in clause A22.1 (b).
- b. Where a Temporary Manager is so appointed, you must:
 - i. allow the Temporary Manager access to your Facility;
 - ii ensure that the Temporary Manager is able to carry out his or her duties without disturbance or disruption; and
 - iii. comply with any direction or instruction given by the Temporary Manager.
- c. Without limiting clause A22.1 (d), you will be liable for the reasonable costs of the Temporary Manager managing provision of the Services.
- d. Without limiting clause A28, you must indemnify us for all claims, damages, penalties or losses including reasonable costs (but excluding indirect or consequential losses) arising under clause A22 from actions taken by us, including actions taken by the Temporary Manager, except arising from the negligence or fraud of the Temporary Manager or us or from actions taken by the Temporary Manager for purposes other than the purpose of remedying the breach referred to in clause A22.1 (b).

A22.3 Removal of Residents

Without limiting our rights under clause A22.1 (d), we may, if the circumstances outlined in clause A22.1 (a) and (b) apply, enter your Facility for the purpose of facilitating the departure of any Resident from your Facility. In this case you must:

- a. allow us to enter your Facility;
- b. assist us to communicate with all Residents and their families/whanau or nominated representatives;
- c. help us facilitate the departure of Residents.

A22.4 For the avoidance of doubt, we may exercise our rights under this clause A22, including our right to appoint a Temporary Manager under clause A22.2, and to enter your premises and remove Residents under clause A22.3 at any time during the course of an Audit or an Audit Review carried out under this Agreement.

A22.5 You may initiate dispute resolution under clause A26 in respect of any action taken by us under this clause A22, but we are not required to delay or suspend any such action under this clause while dispute resolution is proceeding.

File Note

Date: 08.04.2020

RE: Rosewood Temporary Management

Meeting participants

- 9(2)(a) [REDACTED], Owner
- [REDACTED]
- 9(2)(a) [REDACTED] General Manager
- 9(2)(a) [REDACTED] ACA
- Karen Dennison, Planning and Funding
- Alison Young, Planning and Funding

The meeting was held via Zoom, but with 9(2)(a) [REDACTED] joining on his cell phone.

The purpose of the meeting was to discuss the need to formally place Rosewood Rest Home in temporary management.

Carolyn Gullery had emailed sent a letter to 9(2)(a) [REDACTED] but unfortunately 9(2)(a) [REDACTED] had not seen this before our meeting.

Alison explained that in order to keep formality to the current situation, temporary management was the best way to manage the urgency of the process whereby the DHB took over all aspects of the facility until the Rosewood staff could be reinstated after their period of isolation.

There was discussion about the challenging situation that the DHB faced having to step up rapidly to care for the residents and the related challenge of people having high levels of anxiety about working in a facility where there were COVID-19 residents, so the decision was made to transfer the psychogeriatric residents to Burwood to provide a stable environment and workforce to care for the residents from the hospital and Dementia Rest home units.

Alison and Karen emphasised their desire for the facility to move out of temporary management as soon as possible after the staff could return and there was confidence from both parties that they could manage the safety and wellbeing of the residents.

Alison and Karen said that Canterbury needs all the Dementia Rest Home and Psychogeriatric facilities to be viable because these are the levels of care with the least empty beds. They will do all they can to support transition back to Rosewood and terminate the temporary manager requirement. They are hoping this will be within two weeks.

Alison and Karen agreed that they will provide regular reports to 9(2)(a) [REDACTED]

Canterbury
District Health Board
Te Poari Hauora o Waitaha
CORPORATE OFFICE

Level 1
32 Oxford Terrace
Christchurch Central
CHRISTCHURCH 8011

Telephone: 0064 3 364 4160
carolyn.gullery@cdhb.health.nz

09 April 2020

9(2)(a)

Dear 9(2)(a)

Re: Appointment of Temporary Manager – Rosewood Rest Home

I am concerned that we had not heard from you or your general manager following confirmation of the outbreak of COVID-19 at Rosewood Rest Home that resulted in the DHB needing to transfer 20 of the residents to Burwood Hospital, and your staff going into self-isolation leaving no staff to care for the remaining 44 residents.

This is a challenging time for everyone, however our expectation is that you, as the owner, would have urgently contacted your CDHB Contract Manager as this exceptional situation developed so we could work together to manage this. We have been unable to confirm whether you have a Major Incident and Health Emergency Plan as required by Section D19.6 of the Aged-Related Residential Care Agreement (ARRC) Agreement.

This situation resulted in an urgent and serious level of risk to your residents' clinical wellbeing and safety which required the CDHB to step in on 5 April 2020 to maintain the services. This included:

- Transferring 20 psychogeriatric residents to Burwood because managing them in your facility was impractical. These residents do not require inpatient hospital level care.
- Urgently establishing rosters and providing staff for both wings. This included clinical, kitchen and cleaning staff.
- Providing all meals for residents.
- Providing meals for staff who have been unable to take a break.
- Resolving maintenance issues, including a leaking water cylinder that had caused a flood in the laundry, requiring a plumber who needed to replace the cylinder.
- Managing laundry and accessing laundry from the DHB.

We consider that, under Clause A22.1 you have failed to meet the requirements of the ARRC Agreement. The areas where we feel that this has resulted in a breach are:

- D15.2 (b) food services, (c) cleaning and (d) laundry services
- D17.1 (a) human resources and providing sufficient staff
- D18 emergency provision of personal supplies

In our opinion this required urgent action to protect the health and safety of your residents, and as a result we appointed a temporary manager on 6 April 2020 as per Clause A22.2 of the Agreement. The temporary manager's role and responsibility will be to:

- Take overall leadership for all aspects of the facility until we withdraw from temporary management (estimated 2 weeks). This will include:
 - Rostering: forecasting, daily staffing levels etc.
 - Meals: Checking suitability overall, liaising with CDHB's Hillmorton Food Services for changes required. Monitoring activity of meal person.
 - Laundry: Assessing current situation and developing a plan for getting it to a point to reactivate.
 - Cleaning: Monitoring activities of cleaners and support problem solving.
 - Ordering: Develop an understanding of what can be ordered through the facility and what needs to come via CDHB.
 - Communication:
 - Reviewing the current communication process for keeping family up to date
 - Managing family requests for information.
 - Managing media requests in conjunction with CDHB communications team
 - Managing non-patient related individual requests for information.
 - Reporting: Develop a reporting process to provide regular report from the two wards to report to the CDHB Director of Nursing Health of Older People, Planning and Funding, and you, as the owner.

We hope that once the period of isolation for staff and residents is over and the terminal cleaning process is completed, we will be able to rapidly move out of temporary management. We hope this will be completed in approximately two weeks.

Please refer to Clause A11 of the Agreement as after this period we will need to clarify the cost to the CDHB of managing this breach, which will need to be met by you.

Yours sincerely



Carolyn Gullery
Executive Director
Planning, Funding & Decision Support

Canterbury
District Health Board
Te Poari Hauora o Waitaha
CORPORATE OFFICE

Level 1
32 Oxford Terrace
Christchurch Central
CHRISTCHURCH 8011

Telephone: 0064 3 364 4160
carolyn.gullery@cdhb.health.nz

28 April 2020

9(2)(a)

Dear 9(2)(a)

Re: Withdrawal of Temporary Manager – Rosewood Rest Home

I am pleased to hear that progress is being made to re-establish Rosewood Rest Home as an independent rest home following the outbreak of COVID-19 and the ongoing issues related to this. I understand that the facility manager and most of the staff have now returned to work following their period of isolation.

On 27 April 9(2)(a), our CDHB appointed temporary manager, notified us that 9(2) believes the facility has recovered to a degree that your facility manager will be able to progress the day to day management, as well as manage the issues still to be resolved and any emerging risks that may arise as a result of this situation.

I understand that you still require DHB support in two areas:

- Staffing. This is due to:
 - The need to separate the rest home into three separate units and have three distinct staffing groups that cannot move about the facility.
 - More Registered Nurses than required by the ARRC Agreement due to a higher level of clinical care for the number of residents still impacted.
 - Difficulty in employing new staff in the current environment including the impact of media attention.

We will continue to support you with staffing until you are confident you can provide to a level to keep residents safe.

- Laundry. This is due to your commercial washing machine breaking down and resistance by servicemen to enter the facility due to COVID-19. I understand that this may be resolved today.

However we will continue to provide a linen service for bed linen and towels until you are able to process at the facility.

Residents at Burwood

We will work with you to repatriate these residents to Rosewood by the week of 4 May.

This has been a complex situation and has broad implications. It will require some time for us to establish the financial impacts and how they will be managed between us. I will be in contact with you as we gain more clarity. We hope to work with you in a fair and transparent way to progress this.

Yours sincerely



Carolyn Gullery
Executive Director
Planning, Funding & Decision Support

RELEASED UNDER THE OFFICIAL INFORMATION ACT