



**WOMEN'S TRANSITION HOUSING AND SUPPORTS PROGRAM
AGREEMENT**

THIS AGREEMENT dated for reference [DATE]

BCH File# [File Ref]-02/[Proj Ref]

BETWEEN

BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION

1701 – 4555 Kingsway, Burnaby, British Columbia, V5H 4V8
("BC Housing")

AND

[PROVIDER NAME]

[Provider address]

(the "Provider")

REGARDING SERVICE PROVISION AT

[Program Name] in [Municipality]

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AGREEMENT SUMMARY

PART 1 PROGRAM SUMMARY

1. The Women's Transition Housing and Supports Program (WTHSP) supports women and their children who are At Risk of Violence or have experienced Violence, by providing access to safe, secure and confidential services, including information and supports for decision-making, short-term shelter or housing, referrals to other services and links to affordable housing.
2. WTHSP is guided by the following principles:
 - a. A woman-centered approach to service delivery.
 - b. The safety and security of women and children At Risk of Violence is paramount.
 - c. The role of power imbalances is acknowledged and responded to.
 - d. An open and collaborative service environment.
 - e. Transparent and accountable service delivery.
3. Core Services are offered as needed to individual women and children, recognizing that not all women will require all of the following Core Services:
 - a. Initial Contact Services.
 - b. Safe Shelter/Housing and Immediate Basic Needs.
 - c. Personal Supports for Women and Children.
 - d. Referrals, Advocacy and Supported Access to Services.
 - e. Inter-Agency Service Linking.
4. The key elements and service guidelines for the WTHSP, including the Core Services, are outlined in greater detail in the Women's Transition Housing and Supports Program Framework.

PART 2 THE DEVELOPMENT

1. The Development is owned by Provincial Rental Housing Corporation.

PART 3 CLIENTS

1. Client Eligibility:
 - a. All women and their dependent children, who are At Risk of Violence or have experienced violence and who require services related to their risk or experience of Violence are eligible for program services regardless of ethno-cultural background, religious beliefs, physical ability, health, mental wellness, social context, sexual orientation and/or gender identity. While all eligible women and their children have equal opportunity to access services, providers may make decisions to restrict access to shelter or housing on a case-by-case basis in order to balance the needs of those requesting service with the safety and well-being of others and the available resources.
 - b. For this program, services may be accessed by women over the age of nineteen (19) and their dependent male and female children under the age of nineteen (19). Program services may also be accessed by women and their dependent children with disabilities, regardless of age. Where feasible, services are also provided to other family members who are dependent on the woman. Service providers are encouraged to accommodate young women under the age of nineteen (19) who live independently and are At Risk of Violence. It is the Provider's responsibility to establish an appropriate protocol with the Ministry of Children and Family Development regarding the provision of Services to women under the age of nineteen (19).
 - c. The Provider will strive to accommodate individuals who may otherwise encounter barriers to Services because of certain circumstances. In particular, the Provider will reasonably accommodate individuals with pets and will make reasonable efforts to engage in community partnerships with agencies who can assist in accommodating pets.
 - d. Where a woman requires shelter or housing but cannot be accommodated, WTHSP providers will offer:
 - i. Initial Contact Services, including an immediate safety assessment and short-term plan;
 - ii. emotional support; and

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- iii. referral to an alternative appropriate resource, with facilitated contact between the woman and the agency to which she is being referred, to the extent possible.
2. Additional Criteria For Second Stage Housing:
 - a. **Resident Rents.** Residents in Second Stage Housing must pay a set percentage of their income for rent (currently set at thirty (30) percent). Residents on income assistance pay the maximum shelter component provided for in the *Employment Assistance Act*. Resident income and rent will be calculated in accordance with the WTHSP Rent Scale, as outlined in *Schedule F*.
 - b. **Income Eligibility.** The Provider will use its best effort to select individuals who have Low and Moderate Income at the commencement of residency of a Second Stage Housing.
 - c. **Eligibility for Women with No Legal Status in Canada.** Women without legal status in Canada are eligible for all program services, including Second Stage Housing.
 - d. **Direct Access.** Second Stage Housing is designed to support women following a stay in a Transition House or Safe Home; however, these are not eligibility requirements. Some women may need or desire direct access to a Second Stage Housing program, and may self-refer.
 - e. **Referral.** Eligibility for a Second Stage Housing unit will not be based on a woman's previous housing situation or the absence of a referral. The Provider will have discretion in determining whether an applicant's needs can be met by the Second Stage Housing program, or whether referral to an alternate housing option or program is more appropriate.

PART 4 AGREEMENT

The parties agree as follows:

1. **Term**
 - a. This Agreement will start on ♦ [DATE] and end on ♦ [DATE], unless earlier terminated in accordance with the provisions of this Agreement.
 - b. BC Housing reserves the right, at its sole discretion, to renew this Agreement for two (2) further twelve (12) month periods, upon providing thirty (30) days' written notice.
 - c. If neither BC Housing nor the Provider acts upon expiration of this Agreement, it will automatically roll into a month-to-month basis, provided this does not exceed twelve (12) one-month periods.
 - d. Should this Agreement revert to a month-to-month renewal, the terms and conditions of this Agreement, including the process for Termination as outlined in *Schedule A, Part F* shall remain in place as agreed, except that payments for this program will be adjusted according to the review of the Operating Budget as may occur from time to time as outlined in *Schedule B*.
2. **Second Stage Housing**

The Provider will provide:

 - a. short-term housing at ♦ [Program name] in [municipality];
 - b. ♦ Second Stage Housing units to be used by women and their dependents; and
 - c. Core Services to all Clients as outlined in *Agreement Summary, Part 1, Clause 3*.
3. **Payments**

BC Housing will pay the Provider:

 - a. **For Second Stage Housing:** a recurring monthly amount of \$♦ on the first day of each month, commencing on ♦ [DATE], and continuing until the end of the Term, subject to any annual adjustments that may be made to the Operating Budget.

Payments may be reviewed or withheld in accordance with the provisions of this Agreement.

4. Outcome Reporting

Outcome	Reporting/Tracking	Requirements
1.) Clients receive support in accessing community	The number of stays where the Provider offered Clients	80% of Clients receive support in accessing

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resources available to them.	information about and support with accessing community services.	community resources available to them.
2.) Clients are provided with strategies that may enhance their safety.	The number of stays where the Provider offered information and/or a plan to help keep Clients and their children safe.	75% of Clients are provided with strategies that may enhance their safety.

5. Entire Agreement

Attached to this Agreement are:

- Schedule A – General Provisions
- Schedule B – Financial
- Schedule C – Monitoring and Reporting
- Schedule D – Service Requirements
- Schedule E – Insurance
- Schedule F – WTHSP Rent Scale ◆
- Schedule G – Standards ◆

The Schedules are an integral part of this Agreement. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter of this Agreement.

No amendment or modification to this Agreement will be effective unless it is in writing and duly executed by the parties except where this Agreement allows for otherwise.

IN WITNESS of which the duly authorized signatories of each of the Provider and BC Housing have executed this Agreement effective as of the Start Date:

[◆ PROVIDER NAME]

BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION

SCHEDULE A – GENERAL PROVISIONS

A. DEFINITIONS

2SLGBTQAI+ means an evolving acronym for lesbian, gay, bisexual, trans, two-spirit, queer, and additional identities.

Advocacy means to support a woman to make choices and act on them based on their own values and needs by helping to ensure that their circumstances, needs and rights to assistance are fully understood by relevant service providers and/or systems. To highlight and respond to the barriers and injustices which put women at risk of Violence with the aim to end Violence and oppression in women's lives. To influence improvements to women's safety by promoting individual and systemic responses that will help ensure these responses are available, accessible and relevant to women and children.

At Risk of Violence means situations where a woman indicates that she and/or her children are at risk of experiencing Violence.

Client means women and their dependents who are eligible for Services as set out in this Agreement.

Constituting Documents means the constitution and bylaws of the Provider, together with any amendments, as registered with a Canadian corporate registry.

Core Services refers to the services to be provided by the Provider to Clients as set out in *Agreement Summary, Part 1, Clause 3*.

Development means the building(s) and/or units in which Services are offered.

Event of Default means a default by the Provider as outlined in *Schedule A, Part F, Clause 2* of this Agreement.

Fiscal Year means the Provider's Fiscal Year which will end on ♦ or as otherwise approved by BC Housing.

Initial Contact Services means information gathering and relationship building, safety assessments and short-term planning, discussion of immediate needs and service availability, and referrals to other resources as appropriate.

Inter-Agency Service Linking means building collaborative working relationships with other Violence Against Women service providers, including other WTHSP services, in order to ensure that WTHSP service providers can effectively connect women and children who access their services to a broad range of other agencies as required.

Low and Moderate Income represents the maximum income for eligibility to occupy a Second Stage Housing and means:

For units with two (2) or more bedrooms, a gross household Income that does not exceed the median income for families with children in BC, as determined by BC Housing from time to time. For 2024, this figure is \$134,140.00.

For units with less than two (2) bedrooms, a gross household Income that does not exceed the median income for families without children, as determined by BC Housing from time to time. For 2024, this figure is \$84,780.00.

Manageable Costs are costs that the Provider, or a prudent operator of similar property and services, is reasonably expected to control or manage, including but not necessarily limited to salaries, benefits, maintenance and administration.

Monthly Statistical Report means the report completed quarterly by the Provider, on a form specified by BC Housing, pursuant to *Schedule C, Part A*.

Non-Manageable Costs are costs that the Provider, or a prudent operator of similar property and services, is not reasonably expected to control or manage, including but not necessarily limited to insurance, property tax and utilities.

Operating Budget means the annual operating budget prepared by the Provider in accordance with *Schedule B*.

Operating Deficit means the shortfall of revenue compared to expenses as set out in the approved Operating Budget.

Operating Surplus means the excess of revenue over expenses as set out in the approved Operating Budget.

Personal Supports for Women and Children means the provision of crisis and emotional support, safety planning and access to information and education regarding the dynamics and impact of violence against women and children.

Record means accounts, books, documents, maps, drawings, photographs, letters, vouchers, papers and any other thing on which information is recorded or stored by graphic, electronic, mechanical and other means, but does not include a computer program or any other mechanism that produces records.

Referrals, Advocacy and Supported Access to Services means referrals to external services and resources and support and advocacy to assist women in accessing those resources.

Resident means a Client who is legally occupying a Second Stage Housing unit pursuant to a residency agreement, lease, license or other right of occupancy. For the purposes of calculating the Resident Rent Contribution, the income of all persons occupying the unit will be taken into account. Only the persons named in the residency agreement have a right to occupy a Second Stage Housing unit.

Resident Rent Contribution means the amount a Resident is obliged to contribute monthly to the Provider for a Second Stage Housing unit based on the WTHSP Rent Scale as outlined in *Schedule F*.

Safe Home means Core Services and temporary shelter. Stays are typically no more than ten (10) days but may be extended to suit individual circumstances.

Safe Shelter/Housing and Immediate Basic Needs means the provision of safe shelter and immediate basic needs as appropriate for the program type and as outlined in this Agreement.

Second Stage Housing means Core Services and short-term housing in independent units. Stays typically range from six (6) to eighteen (18) months but may be extended to suit individual circumstances.

Services means the services to be provided by the Provider to Clients as set out in this Agreement.

Staff means all staff working in the delivery of the Services, whether part-time or full-time, paid or voluntary.

Start Date means the first day of the Term of this Agreement, as outlined in *Agreement Summary, Part 4, Clause 1*.

Term means the period of time this Agreement is in effect, as defined in the *Agreement Summary, Part 4, Clause 1*.

Transition House means Core Services and temporary shelter in a communal setting. Stays are typically no longer than thirty (30) days but may be extended to suit individual circumstances.

Violence means violence against women and/or their children including physical, emotional, economic, financial, sexual and/or spiritual abuse, including domestic, family, gender-based or intimate partner violence.

B. RESPONSIBILITY OF THE PROVIDER

1. Role of the Provider. The Provider:

- a. confirms that it is entering into this Agreement to provide the Services and will do so in a proper, efficient and timely manner as would a prudent provider of similar Services and;
- b. agrees and understands that it is solely responsible for all its obligations under this Agreement, including but not limited to its obligations arising as a result of any relationships between the Provider and the applicants, Residents and other occupants of the Development, and any and all relationships with third parties, volunteers, or other invitees.

2. Corporate Organization. The Provider will maintain a well-organized structure, will ensure that Services are well managed, and in particular will:

- a. operate as a non-profit entity;
- b. remain a corporation in good standing with the appropriate registry;
- c. have a purpose consistent with the principles of the WTHSP;

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- d. not permit any officer, director, or member of the Provider to be remunerated except for reimbursement of any expenses necessarily and reasonably incurred by the director, officer, or member while engaged in the affairs of the Provider. Reasonable wages or salary paid to an employee of the Provider who is not an officer or director of the Provider are exempt from this section;
 - e. provide for the disposition of assets to an organization with a similar charitable purpose in the event of dissolution or wind up of the Provider;
 - f. not alter its Constatng Documents in any way that would make them inconsistent with the terms of this Agreement or that would render the Provider unable to fulfill its obligations under this Agreement;
 - g. provide BC Housing with a copy of the Provider's Constatng Documents as requested by BC Housing from time to time; and
 - h. maintain written policies and procedures regarding the Provider's operations, including safety and security, human resource management and Resident management.
3. **Compliance.** The Provider will remain in compliance with all applicable laws, bylaws, regulations, codes and corporate or contractual obligations and is responsible for obtaining and complying with all necessary approvals and permits relating to the Development and the provision of Services.
4. **Conflict of Interest.** The Provider will:
 - a. conduct its operations in accordance with the Provider's by-laws and in a manner such that no part of the operations, finances and other assets or resources of the Provider under this Agreement, are used directly or indirectly for the provision of any gain or benefit to any officer, director, employee, or member of the Provider or any entity or individual associated with, or related to them, without the prior written approval of BC Housing;
 - b. not, during the Term, enter into a contractual relationship with a third party, conduct business with, perform or receive a service for or provide advice to or receive advice from any entity or individual where such activity may, directly or indirectly, cause an actual or perceived conflict of interest, without the prior written approval of BC Housing; and
 - c. disclose any actual or perceived conflict of interest to the Provider and BC Housing in advance, and all such disclosure and any prior written approval from BC Housing will be recorded in the minutes of the meetings of the directors and/or the relevant committee of the Provider.
5. **Communication.** The Provider will notify BC Housing as soon as possible of any significant changes or incidents that may impact the Provider's obligations under this Agreement. The Provider will provide BC Housing with details on all critical incidents significant enough to threaten the continuous operation of the Services such as fire, floods, infectious disease outbreaks, the serious injury or death of Clients or staff on site and any events that garner media attention. These critical incidents should be reported to BC Housing as soon as reasonably possible but no later than twelve (12) hours after the incident occurring using the BC Housing Critical Incident Reporting System.
6. **Agency.** This Agreement will not be construed as creating any partnership or agency between BC Housing and the Provider and neither party will be deemed to be the legal representative of any other party for the purposes of this Agreement. Neither BC Housing nor the Provider will have, and will not represent itself as having, any authority to act for, to undertake any obligation on behalf of the other party, except as expressly provided in this Agreement.
7. **Restrictions on Disposition and Encumbrance.** The Provider will not transfer, encumber or sell or agree to transfer, encumber or sell or otherwise change or agree to change the legal or beneficial interests of the Development or any part of the Development without the prior written approval of BC Housing, in its sole discretion.
8. **Restrictions on Authority.** The Provider will not commit or otherwise bind BC Housing to any agreements in any manner whatsoever, except to the extent specifically provided in this Agreement and in particular, without limiting the generality of the foregoing, the Provider will not take any action, expend any sum, make any decision, give any consent, approval or authorization or incur any obligation with respect to any lease or any other arrangement involving the rental, use or occupancy of all or part of the Development other than a Residency Agreement in accordance with this Agreement, except with the prior written approval of BC Housing, in its sole discretion.
9. **Maintenance.** The Provider will maintain the Development and all Development related equipment in a state of safe and good repair for the benefit of the Residents and the community in which the

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Development is located by carrying out, or arranging for the carrying out of tasks that include but are not limited to the following:

- a. all routine maintenance and repair work;
- b. routine inspections to ensure safety hazards are identified and corrected;
- c. regular fire inspection, drills, testing, maintenance, training and maintaining records in respect of the same; and
- d. routine waste management services.

10. **Inspection.** The Provider will permit BC Housing to inspect the Development or other premises used by the Provider pursuant to this Agreement. BC Housing will provide the Provider with twenty-four (24) hours' notice of an inspection.

C. RESPONSIBILITY OF BC HOUSING

1. BC Housing will:
 - a. assign a BC Housing representative to act as liaison with the Provider;
 - b. support the Provider where appropriate in delivering the Services to meet the objectives and provisions in this Agreement. To this end BC Housing will work cooperatively with the Provider, taking into account its operational realities and recognizing the Provider's need for adequate financial and organizational resources to meet its obligation of providing Services to Clients in need;
 - c. provide timely responses to issues raised by the Provider to ensure the Provider receives adequate support;
 - d. monitor the operation of the Services and the use by the Provider of funding from BC Housing in accordance with this Agreement, to ensure that the standards, objectives and expectations in this Agreement are met; and
 - e. develop provincial standards and guidelines in partnership with funded Service providers and provide clear guidelines and expectations for the provision of Services.

D. INFORMATION MANAGEMENT

1. At no time shall BC Housing have access to, or custody or control of, Client Records, or any other Records that identify, or could reasonably be expected to reveal the identity of a Client
2. **Information Management.** The Provider will comply with all applicable privacy legislation and will maintain accurate and complete operational Records, policies and practices necessary for its obligations under this Agreement
3. **Procedures and Processes.** The Provider will:
 - a. notify BC Housing in writing immediately upon becoming aware of any breach of privacy or security involving the unauthorized access, collection, use, disclosure or disposal of information relating to its obligations under this Agreement;
 - b. if the Information Management Act (British Columbia) applies to the destruction of Records, notify BC Housing for consultation prior to the destruction; and
 - c. cooperate with BC Housing when BC Housing has a request under the Freedom of Information and Protection of Privacy Act (British Columbia) to which Records in the Provider's custody apply, by locating and disclosing the relevant Records as directed by BC Housing upon notice and without delay.
4. **Record Retention.** The Provider will retain all Records that pertain to its obligations under this Agreement for the retention period required under applicable provincial and federal laws, but for not less than seven (7) years following the date of receipt or production of those Records.
5. **Audits.** BC Housing and its agents have the right to inspect all Records related to, arising from, or maintained by the Provider to deliver the Provider's obligations, including the right of BC Housing and its agents to enter any premises used by the Provider to deliver the Provider's obligations or used to keep or store Records pertaining to the Provider's obligations under this Agreement, at any time after the delivery of notice to the Provider, and have the immediate right to make extracts from and take copies of those Records. The Provider acknowledges that disclosure to BC Housing and its agents, without consent from the individual the Record is about, for audit purposes, is permitted under information and privacy legislation.

E. LIABILITY

1. **Indemnity.** The Provider will indemnify and save harmless BC Housing, the Provincial Rental Housing Corporation, His Majesty the King in Right of the Province of British Columbia, and each of their ministers, board members, officers, directors, employees, contractors and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from all claims and costs arising directly or indirectly under this Agreement which they or any of them may be liable for or incur, whether before or after this Agreement ends, arising out of any act or omission of the Provider or its officers, directors, employees, agents, contractors or other persons for whom at law the Provider is responsible, related to the Provider's operation and management under this Agreement, including with respect to any residency agreement, except to the extent that such claims or costs are caused solely by the negligence of BC Housing or its employees, agents or contractors.
2. **Release.** The Provider releases BC Housing, the Provincial Rental Housing Corporation, His Majesty the King in Right of the Province of British Columbia, and each of their ministers, board members, officers, directors, employees, contractors and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from all claims arising out of the advice or direction respecting the ownership, lease, operation or management given to the Provider, as the case may be, by any of them, except to the extent that such advice or direction is determined by a court of competent jurisdiction to have been negligent.
3. **Survival of Provisions.** The obligations set out in *Schedule A, Part E, Clauses 1 and 2* survive termination of this Agreement.

F. DISPUTE RESOLUTION, DEFAULT AND TERMINATION

1. **Dispute Resolution.** If a dispute arises between the parties out of or in connection with this Agreement, the parties agree that the following dispute resolution process will be used:
 - a. A meeting will be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.
 - b. If, within fourteen (14) days after such meeting or such further period agreed to by the parties in writing, the parties have not succeeded in negotiating a resolution of the dispute, the parties agree to try to resolve the dispute by participating in a structured negotiation conference with a mediator agreed upon by the parties or, failing agreement, under the Mediation Rules of Procedure of the British Columbia International Commercial Arbitration Centre, in which case the appointing authority is the British Columbia International Commercial Arbitration Centre; and
 - c. After dispute resolution attempts have been made under *Schedule A, Part F, Clauses 1.a – b*, any remaining issues in dispute will be determined by arbitration under the *Arbitration Act* (British Columbia), and the decision of the Arbitrator will be final and binding and will not be subject to appeal on a question of fact, law or mixed fact and law.
2. **Event of Default.** Any of the following events will constitute an Event of Default by the Provider under this Agreement:
 - a. the Provider fails to comply with any provision of this Agreement;
 - b. the Provider fails to remain in good standing with the appropriate registry;
 - c. the Provider is in breach of or fails to comply with any applicable law, regulation, license, or permit;
 - d. any representation or warranty made by the Provider under this Agreement is found to be untrue or incorrect; or
 - e. if the Provider knew or ought to have known any information, statement, certificate, report or other document furnished or submitted by, or on behalf of, the Provider pursuant to, or as a result of, this Agreement is untrue or incorrect.
3. **Default.** Upon the occurrence of any event of default set out in *Schedule A, Part F, Clause 2*, BC Housing will provide written notice to the Provider which sets out the breach and the date by which the breach must be rectified. The Provider will be given thirty (30) days to rectify the breach or such longer period as determined solely by BC Housing.
4. **Termination on Continued Default.** If the Provider fails to comply with a written notice given in accordance with this Agreement within the specified period of time, BC Housing, in its sole discretion, may immediately terminate this Agreement or appoint a receiver.

5. **Additional Remedies.** Upon the occurrence of any event of default set out in *Schedule A, Part F, Clause 2*, BC Housing may, in addition to and without prejudice to BC Housing obtaining any other remedy, reduce or suspend any payment that would otherwise be payable by BC Housing to the Provider pursuant to this Agreement.
6. **No Liability.** The Provider acknowledges and agrees that:
 - a. BC Housing will be under no liability to the Provider for any act or omission of the receiver; and
 - b. the receiver will be under no liability to the Provider for any act or omission of the receiver.
7. **Early Termination.** Notwithstanding anything stated to the contrary in this Agreement, the parties agree that BC Housing, will have the right at any time, by giving twenty-four (24) hours' written notice to the Provider, to terminate this Agreement in any of the following events:
 - a. the Provider is in default under a loan or otherwise fails to comply with any of the provisions of the loan documentation;
 - b. upon the bankruptcy of the Provider or the appointment of a receiver in respect of the Provider;
 - c. upon the Provider ceasing to operate on a non-profit basis; and
 - d. upon the dissolution of the Provider.
8. **Termination arising from Damage or Destruction.** If, in the opinion of a professional engineer or architect appointed by the Provider or BC Housing, the Development is damaged or destroyed in excess of twenty-five percent (25%) of its insurable value, BC Housing may terminate this Agreement by delivering written notice of immediate termination to the Provider.
9. **Termination without Cause.** Either party may terminate this Agreement at any time during the Term by giving to the other party ninety (90) days' written notice and this Agreement will terminate on the 90th day following receipt of such notice.
10. **Adjustments on Termination.** Upon the termination of this Agreement, however effected, the parties will forthwith complete all necessary accounting and adjustments between them to effectively reconcile and finalize their obligations pursuant to this Agreement.

G. GENERAL PROVISIONS AND INTERPRETATION

1. **Headings.** The headings in this Agreement form no part of the Agreement and will be deemed to have been inserted for convenience only.
2. **Notices.** All notices, demands or requests of any kind, which the Provider or BC Housing may be required or permitted to serve on the other in connection with this Agreement, will be in writing and may be served on the parties by registered mail, personal service, fax, or other electronic transmission, to the addresses set out on the cover page. Any notice, demand or request made to BC Housing, to be effective, will be addressed to the BC Housing representative assigned to this matter by BC Housing.
3. **Change of Address.** Either party from time to time, by notice in writing served upon the other party, may designate a different address or different or additional personnel to which all those notices, demands or requests are thereafter to be addressed.
4. **Time.** Time is of the essence of this Agreement. If either party expressly waives this requirement, that party may reinstate it by delivering notice to the other party. Any time specified pursuant to this Agreement for observing or performing an obligation is local time in Vancouver, British Columbia.
5. **Governing Law.** This Agreement is to be governed by and construed and enforced in accordance with the laws of the Province of British Columbia, which will be deemed to be the proper law hereof and the courts of British Columbia will have the non-exclusive jurisdiction to determine all claims and disputes arising out of this Agreement and the validity, existence and enforceability hereof.
6. **Validity of Provisions.** If a court of competent jurisdiction finds that any part of this Agreement is invalid, illegal or unenforceable, that invalidity, illegality or unenforceability does not affect any other provisions of this Agreement. The balance of the Agreement is to be construed as if that invalid, illegal or unenforceable provision had never been included, and is enforceable to the fullest extent permitted at law or at equity.
7. **Waiver.** No consent or waiver, expressed or implied, by a party of any default by the other party in observing or performing its obligations under this Agreement is effective unless given in writing, nor is it a consent or waiver of any other default. Failure on the part of either party to complain of any act or failure to act by the other party or to declare the other party in default, irrespective of how

long that failure continues, is not a waiver by that party of its rights under this Agreement or at law or at equity.

- 8. Extent of Obligations and Costs.** Every obligation of each party in this Agreement extends throughout the Term. To the extent an obligation ought to have been observed or performed before or upon the expiry or earlier termination of the Term, that obligation, including any indemnity, survives the expiry or earlier termination of the Term until it has been observed or performed.
- 9. Statutes.** Any reference in this Agreement to a provincial or federal statute includes the statute as it exists on the reference date of this Agreement and any subsequent amendments or replacements.
- 10. Binding Effect.** This Agreement will ensure to the benefit of and be binding upon the successors and permitted assigns of the parties, as applicable.
- 11. Counterparts.** This Agreement may be validly executed and delivered by the parties hereto in any number of counterparts and all counterparts, when executed and delivered, will together constitute one and the same instrument. Executed copies of the signature pages of this Agreement sent electronically will be treated as originals, fully binding and with full legal force and effect, and the parties hereto waive any rights they may have to object to such treatment, provided that this treatment will be without prejudice to the obligation of the parties hereto to exchange original signatures as soon as is reasonably practicable after execution of this Agreement, but failure to do so will not affect the validity, enforceability or binding effect of this Agreement.
- 12. Assignment and Subcontracting.**
 - a.** The Provider will not without the prior written consent of BC Housing:
 - i.** assign, either directly or indirectly, this Agreement or any right of the Provider under this Agreement; or
 - ii.** subcontract any obligation of the Provider under this Agreement.
 - b.** No subcontract entered into by the Provider will relieve the Provider of any of its obligations under this Agreement or impose upon BC Housing any obligation or liability arising from any such subcontract. The Provider must ensure that any subcontractor fully complies with this Agreement in performing the subcontracted services.

SCHEDULE B – FINANCIAL

A. OPERATING BUDGET

1. The Provider will submit, no later than four (4) months prior to the beginning of their Fiscal Year, a proposed operating budget, in a format provided by BC Housing from time to time, for the subsequent Fiscal Year. The Provider will also provide any supporting documents related to the proposed operating budget, as requested by BC Housing.
2. The proposed operating budget will include all annual revenues and expenses related to the operation of the Services provided through this Agreement.
3. The Operating Budget includes accommodation for wage and benefit increases identified through ratified union agreements for unionized agencies for the Term of this Agreement, and board of director approved wage and benefit increases for non-unionized agencies for the Term of this Agreement. Any adjustments will be negotiated and, if agreed to by both parties, reflected in the Operating Budget.
4. In its review of the proposed operating budget, BC Housing will take into account the operating realities of the Services and the Development, the standards prescribed by this Agreement and the Women's Transition Housing And Supports Program, and the actual expenses of the Provider on the Services in previous Fiscal Years.

B. OPERATING BUDGET APPROVAL

1. BC Housing will endeavor to approve the proposed operating budget for any Fiscal Year prior to the start of that Fiscal Year.

C. STAFF SCHEDULE

1. The Provider will submit, no later than four (4) months prior to the beginning of their Fiscal Year and at the same time as the proposed operating budget, a staff schedule for the subsequent Fiscal Year in a format provided by BC Housing from time to time.
2. The staff schedule will include the schedules of all staff and will list the salaries and benefits which are paid for in full or in part by the funding provided under this Agreement.

D. PAYMENT PROVISIONS

1. Subject to the provisions of this Agreement, BC Housing will pay to the Provider for the provision of the Services, not more than the amount specified in the *Agreement Summary, Part 4* of this Agreement.
2. Without limiting any other remedy or action available to it, BC Housing may reduce or withhold any payment or demand repayment:
 - a. if an Event of Default, as defined in *Schedule A, Part F* of this Agreement, has occurred;
 - b. if the Provider fails to provide the Services or does not meet the Service Requirements outlined in *Schedule A*;
 - c. if the reporting requirements outlined in *Schedule C* have not been met; or
 - d. if the Provider does not apply payments received from BC Housing, which are to be applied for the provision of Services, or to the performance of any other obligation of the Provider under this Agreement.

E. OPERATING DEFICIT AND SURPLUS

1. The Provider is solely responsible for covering any Manageable Cost increases in any Fiscal Year.
2. In the event that there are unanticipated increases in Non-Manageable Costs, BC Housing may cover such costs through:
 - a. a mid-year budget adjustment that increases the subsidy; or
 - b. an extraordinary expense payment.
3. The Provider may retain any Operating Surplus in each Fiscal Year, and may, with prior approval from BC Housing, make payments out of the Operating Surplus as follows:
 - a. payments for programs for the benefit of the Clients where such programs are related to the Services and are consistent with the goals of this Agreement; and

- b. payments for capital renovations, improvements or other payments approved by BC Housing.
- 4. Where an Operating Surplus exists, the Provider may be required to cover Non-Manageable Cost increases, as directed by BC Housing.
- 5. BC Housing has the right at any time to adjust an Operating Budget if Operating Surpluses exist.

F. FINANCIAL MANAGEMENT AND ADMINISTRATION

- 1. The Provider will maintain conflict of interest and standards of conduct policies.
- 2. The Provider will maintain written policies and procedures for effective control of finances for the Services and, in particular, will:
 - a. maintain books of account and retain invoices, receipts and vouchers for all expenses incurred in form and content satisfactory to BC Housing; and
 - b. have sound written financial operating policies and procedures in place, including:
 - i. clearly defined spending authority; and
 - ii. record keeping in accordance with Canadian Accounting Standards.

G. ANNUAL FINANCIAL REVIEW

- 1. Where the total value of the Provider's contracts with BC Housing is \$100,000.00 or more per annum, BC Housing will conduct an annual financial review of the Provider.
 - a. To facilitate the annual financial review, the Provider will submit audited financial statements and a copy of the related auditor's management letter, to BC Housing within four (4) months after the end of each Fiscal Year. Where BC Housing funds the Provider to provide housing or services in addition to those provided under this Agreement, the audited financial statement will include a separate Schedule of Revenue and Expenditure for each service provided in a format approved by BC Housing from time to time.
 - b. The Provider's audited financial statements will include details of any funding received from another agency or organization and used by the Provider to co-fund the Services.
 - c. The Provider will appoint an auditor of the Provider who will be in good standing in accordance with the laws of the Province of British Columbia and will not be a member of or related to the Provider. The Provider will cause the auditor to audit the financial statements of the Provider.
 - d. The Provider will provide an auditor's letter or notes with the audited financial statements indicating that any Operating Surplus is being spent and accounted for as outlined in this Agreement.
 - e. The Provider will submit other financial information in a format approved by BC Housing from time to time.
- 2. Where the total value of the Provider's contracts with BC Housing is less than \$100,000.00 per annum, BC Housing will conduct an annual financial review of the Provider.
 - a. To facilitate the annual financial review, the Provider will submit unaudited financial statements to BC Housing within four (4) months after the end of each Fiscal Year. Where BC Housing funds the Provider to provide housing or services in addition to those provided under this Agreement, the unaudited financial statement will include a separate Schedule of Revenue and Expenditure for each service provided in a format approved by BC Housing from time to time.
 - b. The Provider's financial statements will include details of any funding received from another agency or organization and used by the Provider to co-fund the Services.
 - c. The Provider will provide documentation with the financial statements indicating, to the satisfaction of BC Housing, that any Operating Surplus is being spent and accounted for as outlined in this Agreement.
 - d. The Provider will submit other financial information in a format approved by BC Housing from time to time.

SCHEDULE C – MONITORING AND REPORTING

A. MONTHLY REPORTING

1. The Provider will submit to BC Housing a Monthly Statistical Report through BC Housing's electronic reporting form for each WTHSP site or program on the first Monday of every month. The Monthly Statistical Report will account for the tracking requirements set out in *Agreement Summary, Part 4, Clause 6*◆.
2. Acting reasonably, BC Housing reserves the right to change the reporting requirements outlined in this Schedule or request additional reporting from time to time, with ninety (90) days' written notice to the Provider.

B. OPERATIONAL REVIEW

1. From time to time, BC Housing may conduct an onsite operational review to determine compliance with the terms of this Agreement.
2. BC Housing will provide the Provider with thirty (30) days' written notice of an operational review.

SAMPLE

SCHEDULE D – SERVICE REQUIREMENTS

A. CORE SERVICE REQUIREMENTS

1. **Access To Services.** The Provider will:
 - a. intake new Clients within the operating hours specified in the *Agreement Summary, Part 4*;
 - b. identify, prepare, and maintain a Business Continuity Program (“BCP”) to ensure that the Provider can regain operational capability and continue to deliver critical services, so far as it is reasonably practicable, when faces with a disaster or emergency; and
 - c. have a pandemic plan to maintain core shelter business functions has been created and is ready to implement in a pandemic event.
2. **Intake and Departure.** The Provider will:
 - a. have written policies and procedures for intake eligibility, pets, allowable length of stay, and conditions for extension of stays beyond the typical allowable length of stay;
 - b. explain to Clients the Provider’s policies and procedures related to the Services and the Client’s rights and responsibilities on their intake or as soon after as is possible;
 - c. provide Services to Clients without any unlawful discrimination on the basis of race, religion, culture, sexual orientation, gender identity, social condition or level of physical ability;
 - d. allow each Client accessing Services independence from the religious, political and social beliefs or affiliations of the Provider’s employees and volunteers; and
 - e. have written operating policies in place, including a system for conflict resolution and the review of complaints.
3. **Basic Needs.** The Provider will:
 - a. provide safe, secure and appropriate sleeping accommodation for Clients;
 - b. provide Clients with bedding, towels and personal hygiene products;
 - c. provide laundry facilities or laundry products and services, either on-site or off-site, at no cost to the Client;
 - d. comply with provincial regulations regarding food safety, nutritional standards and food handling; and
 - e. comply with the *Food Premises Regulation* of the *Public Health Act* regarding all food handling, preparation, storage, serving, etc. In the event that this legislation does not apply, the Provider will follow accepted best practice guidelines for food safety.
4. **Security.** The Provider will:
 - a. maintain the Development facilities and services, including having effective safety and security measures;
 - b. regularly develop and review security and confidentiality policies and procedures for Staff, Clients and visitors;
 - c. provide all Staff, Clients and visitors with appropriate orientation on the implementation of applicable security policies and procedures; and
 - d. have written policies regarding the storage of Clients’ personal belongings.

B. STAFF REQUIREMENTS

For all Staff working in the delivery of the Services, the Provider will:

1. have written policies on eligibility, selection, remuneration, training, safety and security. The safety and security policies and procedures must be in accordance with current Occupational Health and Safety Regulations contained within the *Workers Compensation Act* of BC; and
2. require Staff to have the appropriate skills, training, qualifications and knowledge for the services that they perform, including the following:
 - a. orientation on the Services and requirements specified in this Agreement;
 - b. orientation on the Provider’s written policies and procedures related to the Services including health and safety procedures; and
3. require all Staff undergo a vulnerable sector criminal record check in accordance with the provincial and federal requirements. The Provider will keep evidence on file that the criminal record checks were completed. The Provider will have a written policy for the employment of people with a criminal record, which will include the frequency of subsequent criminal record checks, in accordance with provincial and federal requirements.

- 4. Training.** The Provider will also ensure staff have the following training to a level approved by BC Housing:
- a.** Crisis prevention training and/or de-escalation training, non-violent intervention;
 - b.** Standard First Aid and CPR. At least one (1) staff member certified in Standard First Aid and the appropriate CPR level training must be on duty at all times;
 - c.** Indigenous awareness training;
 - d.** Mental health first aid training;
 - e.** Domestic violence safety planning;
 - f.** Substance use awareness and safety training, including naloxone training;
 - g.** 2SLGBTQAI+ awareness training;
 - h.** Trauma-informed practice training; and
 - i.** Staff self-care training.

SAMPLE

SCHEDULE E – INSURANCE

A. INSURANCE – THE PROVIDER

1. The Provider shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurance with insurers licensed in Canada and in forms and amounts acceptable to BC Housing:
 - a. Commercial general liability in an amount not less than \$5,000,000.00 inclusive per occurrence, insuring against bodily injury, personal injury and property damage, and include liability assumed under this Agreement, a cross liability Clause, British Columbia Housing Management Commission and Provincial Rental Housing Corporation as an additional insured, and an endorsement to provide thirty (30) days' advance written notice to the Provider of material change or cancellation.
 - b. The foregoing insurance shall be primary and not require the sharing of any loss by any insurer of BC Housing.
 - c. The Provider shall provide to BC Housing evidence of all required levels of insurance within thirty (30) days of the execution of this Agreement and within thirty (30) days of renewal of such written policies. When requested by BC Housing, the Provider shall provide certified copies of such policies.
2. Any requirement or advice by BC Housing regarding the amount of coverage under any policy of insurance does not constitute a representation by BC Housing that the amount required is adequate.
3. The Provider shall provide, maintain, and pay for, any additional insurance which the Provider is required by law to carry, or which the Provider considers necessary to cover risks not otherwise covered by insurance specified in this Schedule.
4. The Provider hereby waives all rights of recourse against BC Housing with regard to damage to the Provider's property.
5. The Provider will obtain and maintain, or cause to be obtained or maintained, workers' compensation coverage in respect of all workers, employees and other persons engaged in any work connected to the subject matter of this Agreement required by the *Workers Compensation Act*.

B. INSURANCE – BC HOUSING

1. **Land and Improvements.** BC Housing will maintain insurance on the land and improvements of the Development against loss by fire, theft and related perils. This insurance may be in accordance with BC Housing's self-insurance fund or by a policy underwritten by a qualified insurer, at BC Housing's discretion.

SCHEDULE F – WTHSP RENT SCALE

◆[ONLY FOR SECOND STAGE HOUSING]

A. RESIDENT INCOME

1. The Resident Rent Contribution will not exceed a set percentage¹, as determined from time to time by BC Housing, of the Resident's Income, and the following will apply:
 - a. gross income is always used and will be based on either:
 - i. a review of the previous year's income tax return, plus a declaration of non-taxable income amounts; or
 - ii. an assessment of current income and assets.
 - b. a minimum Resident Rent Contribution is applied based on applicable household size and age of the Resident;
 - c. the Resident Rent Contribution of a Resident in receipt of Income Assistance will be fixed at an amount as set out in *Schedule F, Part C*; and
 - d. a minimum Resident Rent Contribution is applied based on applicable household size and age of the Resident. BC Housing recognizes that the payment of a minimum rent may, in some situations, constitute an undue financial hardship for a Client. The Provider, acting reasonably, has discretion to waive the minimum rent requirement on an individual basis if the minimum rent requirement would prevent a Client from accessing necessary Services.

B. EXEMPTIONS FROM INCOME

1. The following are exempt from inclusion in Income:
 - a. Excluded Government Payments:
 - i. a payment, refund, or credit from the provincial or federal government, including income tax refund, Canada Child Benefit, or Child Care Subsidy received for dependent children;
 - ii. a child benefit received from the Canada Pension Plan (CPP);
 - iii. a survivor's death benefit received from Canada Pension Plan (one-time payment only);
 - iv. Income from foster parenting;
 - v. payments under the Child in Home of Relative and Extended Family Program;
 - vi. a special allowance for resettlement assistance; and
 - vii. payments received from the Shelter Aid For Elderly Renters (SAFER) program, Rental Assistance Program, or a rent supplement funded by BC Housing.
 - b. Excluded Employment Related Payments:
 - i. earnings of dependent children under the age of nineteen (19);
 - ii. earnings of dependent children aged nineteen (19) to twenty-four (24) who are full-time students;
 - iii. earnings of dependent children of any age who, because of mental or physical infirmity, is considered a dependent for income tax purposes;
 - iv. a one-time lump sum severance/settlement payment;
 - v. a business expense deduction from self-employed earnings (Not exempted: management fees, salaries or wages paid to any household members, business-use-of-home expenses, capital cost allowance and rent (if the business is being operated out of the home) and any other expense of a personal nature); and
 - vi. taxable benefits, including living out or travel allowances, medical coverage, uniform allowance, etc.
 - c. Excluded Income for Veterans and Victims of War:
 - i. a periodic or lump sum war reparation payment; and
 - ii. a benefit from War Veteran's Allowance and Disability Pension from Veteran's Affairs Canada, including special allowances under the Veterans Disability Pension Program.
 - d. Excluded Education or Training Payments:
 - i. student loans, equalization payments, student grants, scholarships, fellowships or bursaries received by a student aged nineteen (19) to twenty-four (24) in attendance at a post-secondary institution in British Columbia; and

¹ Currently: 30% of income

- ii. a payment received for board and lodging of a student attending secondary school off the reserve.
- e. Other Excluded Payments:
 - i. extraordinary compensation payments, including Indian Residential School, Japanese Canadian Redress, Jericho Hill School for the Deaf, Missing Women Commission of Inquiry, Jordan's Principle;
 - ii. child support paid by the non-custodial parent and government benefits intended for the benefit of children (CPP children's benefits, WorkSafe BC child benefits, Public Guardian and Trustee payment for children, Post-Adoption Assistance, etc.);
 - iii. a one-time donation from a religious, charitable, or benevolent organization;
 - iv. insurance settlements, inheritances, and disability awards in the year they are received (in subsequent years these are considered as assets); and
 - v. income of live-in caregivers where their sole income source is dependent on them living in the unit to provide care for a member of the income tested household.

C. DETERMINATION OF RESIDENT RENT CONTRIBUTION FOR RESIDENTS RECEIVING INCOME ASSISTANCE

1. The Provider will set the Resident Rent Contribution for each Second Stage Housing unit where the Resident is in receipt of Income Assistance by applying a flat rate applicable to the appropriate household size, as determined by BC Housing.
2. If the flat rate charged for Resident Rent Contribution changes, reasonable notice will be given to the Resident, as determined by BC Housing.

D. NOTES

1. BC Housing may change all or part of this scale at any time.
2. An adjustment for resident paid heating costs may be made in an amount as determined from time to time by BC Housing.

SCHEDULE G – STANDARDS

The Provider is required to meet the following performance standards for the Development as part of this Agreement:

A. RISK MANAGEMENT

1. Identify, prepare, and maintain a Business Continuity Program (“BCP”) to ensure that the Provider can regain operational capability and continue to deliver critical services, so far as it is reasonably practicable, when faced with a disaster or emergency.
2. Distribute emergency supplies when stored on site by BC Housing.
3. Establish telecommunications with reliable message capabilities during office hours, and a 24-hour emergency line.
4. Post the annual Fire Inspection Certificate (including any remedial action plans if necessary).
5. Not disturb hazardous materials that may be present in the Development, but are safe in their present state (e.g., walls, ceiling, floors or exterior), without first accessing any known inventories or ensuring a hazmat assessment is conducted in the area planned for disturbance or renovation. The Provider, its employees and/or contractors will follow safe work procedures, including controlling any hazard that poses a health and safety concern to persons at the Development.
6. Follow BC Housing’s purchasing guidelines regarding all subcontractors and hired services maintain minimum liability coverage.
7. Where subcontractors are hired, provide contract administration and follow BC Housing specifications in doing so.
8. Where there is only one service provider and alternative services cannot be obtained, Provider to contact BC Housing for approval.
9. The Provider may contact BC Housing for access to information to help guide the development and practice of business continuity.

B. MAINTENANCE

1. Grounds keeping
 - a. Snow & Ice Removal
 - i Comply with municipal bylaws for snow removal and ice treatment.
 - ii Maintain common walkways and egresses to meet minimum safety and access requirements for residents and emergency services.
 - iii Maintain site surface drainage.
 - iv Manage ice and snow build-up on building envelope (e.g., roofs, overhangs, icicle removal).
2. Building Maintenance
 - a. Maintain routine and preventive maintenance programs on the building in compliance with the Maintenance Plan for the Development which will include:
 - i exterior maintenance will include roof drain and gutter cleaning, cyclical window washing, care and maintenance of exterior finishes, re-lamp, graffiti removal and identification/elimination of hazards; and
 - ii interior maintenance will include mechanical and electrical systems, HVAC, elevators, interior finishes, containment and identification/elimination of hazards, key storage systems, lock devices, enter-phone systems, fire annunciation and sprinkler systems, video surveillance systems, and alarm systems.
 - b. Comply with government regulated waste management practices.
 - c. Participate in recycling and other waste management programs where applicable.
 - d. Provide routine waste removal service (e.g., litter pick-up, abandoned household goods, etc.).

BC Housing Women's Transition Housing and Supports Program – Schedule G

- e. Administer a pest management program.
- 3. Janitorial
 - a. Provide routine and cyclical cleaning to common areas to achieve the objectives of BC Housing cleaning standards.
 - b. Comply with legislated standards governing storage, usage of products and equipment, and personal protection equipment.
- 4. Energy Management
 - a. Repair and replace equipment with Energy Star rated products.
 - b. Maintain the Development so that its water and energy consumption does not increase over time. Recommend energy enhancements to BC Housing.
 - c. Inspect regularly work areas to check safety hazards are identified and corrected.
- 5. Building Services
 - a. Maintain existing laundry service contracts/equipment including ventilation systems.
 - b. Maintain existing cablevision service/satellite service.
- 6. 24/7 Staff [If applicable ♦]
 - a. Maintain staff presence in the Development twenty-four (24) hours a day, seven (7) days a week, specifically to:
 - i provide safety and security for Clients in the Development.
 - ii maintain staff presence at the main access point for the Development during regular business hours.