

APPENDIX F**ASSISTED LIVING AGREEMENT
(North Shore/Coast Garibaldi)****PREAMBLE**

The Vancouver Coastal Health Authority ("VCH") and Service Providers within the North Shore/Coast Garibaldi Service Delivery Area of the Vancouver Coastal Health Region (the "Region") are committed to providing quality Assisted Living services ("Services") to the people in the Region.

To help establish a productive and on-going relationship within this environment, the VCH and the Service Providers have agreed to set out the nature of their relationship in this Agreement.

BETWEEN

Vancouver Coastal Health Authority
200 – 520 West 6th Avenue
Vancouver, British Columbia, V5Z 4H5
[North Shore/Coast Garibaldi Service Delivery Area]

("VCH")

AND

(Legal description of individual contractor, company or other legal entity) referred to as the "Service Provider" providing services from premises commonly referred to as: (Housing name and address) which premises together with all fixtures and assets employed therein for the delivery of the services described in this Agreement are herein referred to as the "Housing."

WHEREAS:

- A. The VCH is responsible for establishing regional health care priorities, specifying service standards, allocating resources for Services under the terms of this Agreement and monitoring performance of the Service Provider.
- B. The *Health Authorities Act* of British Columbia empowers Regional Health Authorities, including the VCH, to enter into agreements with private and public bodies for the delivery of health services within the region.
- C. The Service Provider is responsible for providing the Services, defined in Schedule A, to eligible persons referred by the VCH to the Service Provider in accordance with the service standards set out under Section 2 and according to the funding methodology set out in Schedule B.
- D. The Service Provider is in the business of providing the Services.

- A. The Service Provider will enter into an Operating Agreement with British Columbia Housing Management Commission to ensure the availability of <> units in the Housing and for the provision of rent supplement assistance to those tenants referred by the VCH who require such assistance.

In consideration of the mutual covenants hereinafter appearing, the parties agree as follows:

DEFINITIONS and INTERPRETATION

In this Agreement, the following defined terms will have the meanings indicated below:

- a) "Agreement" means this agreement including any recitals and Schedules to this agreement, as amended, supplemented or restated from time to time;
- b) "Ministry" means the Ministry of Health;
- c) "Assisted Living" means an approach to providing services with a residential style physical structure that provides hospitality services and a range of both scheduled and unscheduled support services as defined in the criteria and definitions;
- d) "Services" means those services defined in Schedule A;
- e) "Service Provider" means that operator/society contracted by the VCH to provide the services described in this Agreement;
- f) "Tenants' Agreement" means an agreement between the Tenant Client and Service Provider which sets out services, cost of services, conditions of occupancy, and exit and Tenant Client responsibilities.
- g) "Tenant Client" means the individual who has entered into a rental relationship with the Service Provider and who is residing on premises and receiving Services, provided directly by or contracted through the VCH.

PURPOSE OF AGREEMENT

- 1. The purpose of this Agreement is:
 - 1.1 to provide a framework for a cooperative working relationship between the VCH and the Service Provider for the delivery of Services within the Region,
 - 1.2 to identify reciprocal responsibilities for the delivery of Services as set out in Schedule A to this Agreement.

STANDARD OF SERVICE

- 2. The Service Provider is responsible and accountable to the VCH for the quality of Services provided to Tenant Clients in the Housing operated by the Service Provider through the effective and efficient use of available resources. The Service Provider will take such measures as are necessary to meet:
 - 2.1 the terms of this Agreement;

- 2.2 all applicable regulations, quality management requirements, medical and other professional staff governance provisions, and any collective agreements entered into by the Service Provider;
 - 2.3 Provincial standards, legislation and policies, and, including without limitation, compliance with all regulations and policies of the Ministry or other government authority;
 - 2.4 All requirements that the VCH deems reasonably necessary to address material health and safety risks to Tenant Clients;
3. The Service Provider will participate in quality management reporting to the VCH, as reasonably required from time to time, which will be consistent with the quality reporting format used for Services throughout the Region. Service Providers will be expected to work collaboratively with staff from the VCH to develop performance indicators and an outcome based evaluation framework that will be consistent for the region, all in accordance with Schedule C.
 4. The Service Provider will allow appropriate VCH staff, agents and consultants to monitor and have access to the Housing and to any Tenant Client in the Housing in order to ensure that appropriate service is being provided. The VCH staff will act reasonably in its' requests for access to the Housing and the Tenant Clients. The VCH will, in respect of each Tenant Client, and with their consent, provide the necessary and appropriate information needed for the delivery of support and personal care services.

FUNDING

5. If the Service Provider complies with the terms of this Agreement, the VCH agrees to make payments as described in Schedule B.
6. The VCH and the Service Provider may from time to time agree to supplementary funding to provide for additional services when the services required by a Tenant Client temporarily exceeds the Services as defined in Schedule A.
7. Subject to Section 13, the VCH reserves the right to amend the Schedules to this Agreement and adjust funding to reflect these amendments if subsequent to providing the VCH with its funding, the Ministry increases or decreases the funding allocation to the VCH.

The parties may jointly re-negotiate the number of Tenant Clients, the type of Tenant Clients to whom the Housing provides Services, the extent and level of Services, and the amount payable for the Services provided by the Housing.

8. Should adherence to new regulations, legislation or policies enacted by the Province or the VCH materially impact the costs associated with providing the Services, the VCH agrees to consult with the Service Providers and use reasonable efforts to make representation to the Province on behalf of the Service Providers requesting an increase in funding to provide for such additional costs.
9. Notwithstanding any other provision of this Agreement, the payment of money by the VCH to the Service Provider pursuant to this Agreement is subject to funding being available from the Province of British Columbia in the fiscal year of the VCH during

which the payment becomes due.

10. Funding from the VCH will be directed to the Service Provider and the Service Provider will then be allowed to deploy resources at its discretion within a range of alternatives, provided that the Service Provider will be responsible to ensure that required standards and outcomes are achieved and required accountability criteria are met all as set out in this Agreement. As long as required standards, outcomes and accountability criteria are achieved, funds not expended by the Service Provider on Housing operations in any fiscal year to which such funding relates will be dealt with as described in Schedule B.
11. The VCH acknowledges that the primary authority regarding capital acquisitions and financial and human resource issues rest with the Service Provider and that the Service Provider has the full rights of an employer.
12. The Service Provider agrees to carry all risks property insurance and comprehensive liability insurance necessary to deliver the Services set out in the Agreement. The Service Provider will provide, based upon request by the VCH, proof of such coverage, and the Service Provider will operate the Housing at all times in a manner that respects and observes risk management practices standard in the industry.

DISCUSSION BETWEEN PARTIES

13. The VCH will also discuss in advance with the Service Provider of the Housing amendments to this Agreement or changes in the nature of the relationship between the parties including any significant changes in policy, funding and service standards and guidelines. The Service Provider will not make any changes that would have a significant impact on the delivery of Services as described in this Agreement without the prior written consent of the VCH.

TENANT CLIENT RECORDS/PERSONAL INFORMATION

14. The Service Provider will keep records in accordance with appropriate provincial legislation and make available to the VCH upon request, records and information in a form which will allow the VCH to determine that the Services are being provided according to the terms of this Agreement. The Service Provider will protect the confidentiality of client records and other personal information obtained during the course of providing the services, subject to any legal requirements to disclose such information.

STATUS OF EMPLOYEES

15. All employees of the Service Provider will be employed by the Service Provider or be independent contractors of the Service Provider. The Service Provider will be responsible for all deductions, and / or remittance of assessments imposed by any government authority, with respect to any persons employed by the Service Provider. The VCH will have no responsibility for such employees or contractors.

FINANCIAL AND OPERATING REPORTS

16. The Service Provider will keep proper accounts and records of all income and expenditures relating to the provision of Services under this Agreement. The Service Provider will provide VCH with an annual audited financial statement prepared in

accordance with generally accepted accounting principles. The financial statement will include at a minimum, the Auditor's Report, Balance Sheet, Income Statement, Statement of Retained Earnings, Equity Statement, Statement of Changes in Financial Position, and Notes to the Financial Statements, within six (6) months of the end of the Service Provider's fiscal year.

17. At the reasonable request of the VCH, the Service Provider will make available any records, financial information, and management documentation in a form, which will allow the VCH to determine that the Services are being provided by the Service Provider according to the terms of this Agreement.

CONTROL, OWNERSHIP AND COPYRIGHT IN CERTAIN REPORTS

18. The VCH and the Service Provider agree that the ownership and copyright in documents and other information produced as a result of this Agreement will be as follows:

The VCH retains control of all health care data, case files and reports. The Service Provider will have the right to duplicate and use such documents in the course of providing Services, provided the Service Provider will keep such documents confidential and not permit their disclosure except in accordance with the policies of VCH and as required by law.

The Service Provider retains control of accounting, administrative records, books of account, invoices, receipts or vouchers provided by the Service Provider as a result of this Agreement. The VCH will have the right to duplicate and use such documents in fulfilling its legislated mandate and the terms of this Agreement subject to applicable legislation restricting the sharing of such information.

DISPUTE RESOLUTION

19. The VCH and the Service Provider will fulfil their obligations arising from this Agreement in a fair and reasonable manner.

In the event of a disagreement between the Service Provider and the VCH on matters relating to this agreement, the Service Provider and the VCH agree to work together towards a resolution of the dispute in joint meetings between the parties' respective representatives.

Failure to resolve disputes arising out of or in connection with this Agreement except for disputes arising out of or in connection with funding may be referred to third party mediation by either party. The mediator will be jointly appointed and equally paid for by VCH and the Service Provider. The parties acknowledge that in the case of a matter of material health and safety, the dispute resolution proceeding may take place following any action by the VCH such as removal of a Tenant Client from the Housing.

20. If the parties are unable to resolve the dispute through mediation, the dispute will be resolved by arbitration by a sole arbitrator administered by the British Columbia International Commercial Arbitration Centre pursuant to its "Rules of Procedure". The place of arbitration will be Vancouver, British Columbia. The cost of these proceedings will be shared equally by the VCH and the Service Provider, unless otherwise ordered by the arbitrator.

TERM/TERMINATION

21. The term of this Agreement will be a period of <> and will commence and expire on the same dates as the agreement between the Service Providers and British Columbia Housing Management Commission, unless terminated earlier under Section 23.
22. This Agreement will end:
- 22.1 at the option of the VCH if the Service Provider fails to comply with a material term and condition of this agreement or any schedule hereto, on a date specified in a written notice delivered to the Service Provider, provided that the VCH first notifies the Service Provider in writing of the nature of the default or defaults and the Service Provider fails to remedy such default or deliver and commence implementation of a satisfactory plan of rectification for such default or defaults within 30 working days following written notice to do so by the VCH;
- 22.2 at the option of the VCH, upon a change in the ownership of the Housing or other change of control, where such transfer or change occurs without the prior written consent of the VCH and such approval will not be unreasonably or arbitrarily withheld.
- 22.3 at the option of the VCH, on a date specified in a written notice delivered to the Service Provider at the Housing, when one of the following events has occurred:
- (a) an order is made, a resolution is passed or a petition is filed, for the Service Provider's liquidation or winding up;
 - (b) the Service Provider commits an act of bankruptcy, makes an assignment for the benefit of its creditors or otherwise acknowledges its insolvency;
 - (c) a bankruptcy petition is filed or presented against the Service Provider or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Service Provider;
 - (d) a compromise or arrangement is proposed in respect of the Service Provider under the *Companies' Creditors Arrangement Act* (Canada);
 - (e) a receiver or receiver-manager of any of the Service Provider's property is appointed; or
 - (f) the Service Provider ceases, in the VCH's reasonable opinion, to carry on business as a going concern; or
- 22.4 at the expiration of four months, or such longer period as may be mutually agreed by the parties, after written notice of cancellation is delivered by either party to the other. The party initiating the termination pursuant to this section will inform the other party of the reasons for termination, which reasons may include or be limited to the decision of one or the other party to bring the contractual relationship to an end in accordance with the provisions of this Agreement.
23. If termination or cancellation of this Agreement by the VCH or the Service Provider leads to the closure of the Housing, the VCH and the Service Provider agree to develop a plan

in consultation with each other to ensure the continuity of Housing, support and personal care services for each Tenant Client within the Region.

24. Funding by the VCH to the Service Provider will be adjusted on a per diem basis if this Agreement is terminated on other than a month-end for any reason.

ASSIGNMENT AND SUBCONTRACTING

25. The Service Provider will not, without the prior written approval of the VCH which approval will not be unreasonably or arbitrarily withheld:
- 25.1 subcontract any obligation of the Service Provider under this Agreement,
 - 25.2 assign, either directly or indirectly, this Agreement,
 - 25.3 sell, lease, or otherwise transfer the Housing, or
 - 25.4 change or permit the change of control of the Housing. A change of control will include a change in the ownership of assets of the Housing and a change in the owner of the majority of voting shares of the Service Provider. (The provisions of this Sub-Section 26.4 will not apply to a case of a Service Provider whose shares are publicly traded on an exchange).
26. If the VCH consents to a sub-contract by the Service Provider of part or all of its obligations under this Agreement, such sub-contract will not relieve the Service Provider from any of its obligations under this Agreement nor impose any obligation or liability upon the VCH to any such sub-contractor.

GENERAL PROVISIONS

27. This Agreement will enure to the benefit of and be binding upon the parties hereto, their respective successors and permitted assigns.
28. The provisions of this Agreement and each of the Schedules hereto constitute the entire agreement between the parties hereto and supersede all previous expectations, understandings, communications, representations and agreements, whether verbal or written, between the parties with respect to the subject matter hereof. No amendment to this Agreement will be enforceable unless it is in writing and signed by both parties.
29. The Service Provider will indemnify and save harmless the VCH, its employees and agents from and against any and all losses, claims, damages, actions, causes of actions, costs and expenses that the VCH may sustain, incur, suffer or be put to at any time, either before or after the expiration or termination of this Agreement, where the same or any of them are based upon, arise out of or occur, directly or indirectly by reason of any act or omission of the Service Provider or of any agent, employee, officer, director or subcontractor of the Housing pursuant to this Agreement except liability arising out of an act or omission of the VCH, its employees and agents.

NOTICE

30. Any notice or payment that either party may be required or may desire to give or deliver to the other will be conclusively deemed validly given or delivered to and received by the

addressee on the date of delivery, if delivered confidentially and personally, mailed by double registered letter, or delivered by courier, addressed, if to the VCH: 200 – 520 West 6th Avenue, Vancouver, British Columbia, V5Z 4H5, Attention: Manager of Residential Care Contracts, and if to the Service Provider, at the Housing.

- 31. Either party will, from time to time, advise the other by notice in writing of any change of address of the other party giving such notice, and from and after the giving of such notice the address therein specified will, for the purposes of this section, be conclusively deemed to be the address of the party given in such a notice.

CONFLICT OF INTEREST

- 32. The Service Provider must not provide any Services in the Housing or elsewhere to any person in circumstances which, in a reasonable person's opinion, could give rise to a conflict of interest between the Service Provider's duties to that person and the Service Provider's duties under this Agreement.
- 33. Each provision of this Agreement is severable. If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that will not affect the remaining provisions or the interpretation in any other jurisdiction.
- 34. This Agreement and all documents contemplated by or delivered under or in connection with this Agreement may be executed and delivered in any number of counterparts with the same effect as if each of the parties had all signed and delivered the same document, and all counterparts will be construed together to be an original and will constitute one and the same agreement.

Signed and delivered on this _____ day of _____, 2003.

North Shore/Coast Garibaldi Service Delivery Area of the
VANCOUVER COASTAL HEALTH
AUTHORITY

By:

Authorized Signatory

Authorized Signatory
<SERVICE PROVIDER>

Authorized Signatory

Authorized Signatory

SCHEDULE A

ASSISTED LIVING: PROVISION OF SERVICES TERMS AND CONDITIONS

ASSISTED LIVING DESCRIPTION

The Service Provider will provide housing that ensures a private housing unit with a lockable door; hospitality services (meals, housekeeping, laundry, social/recreational activities and emergency response) and personal care services that may include the following support for activities of daily living; medication administration/monitoring; therapeutic diets and support for finances.

GUIDING PRINCIPLES

The Service Provider will provide accommodation and services that are consistent with the following:

- To promote and maximize choice, dignity, and control for the tenants and operate in a manner that is consistent with the independent nature of Assisted Living.
- To promote both the Tenant Clients' right to privacy as well as opportunities for social interaction.
- To support people to age in their own place both through physical design features in the building and the delivery of support services, within the limits of medical, social and economic feasibility.
- To provide care and services that are shaped to meet the Tenant Clients' needs, rather than expecting the tenant to fit pre-established programs.
- To create a home-like environment that supports the Tenant Clients' preferred lifestyle by allowing them to bring their possessions with them.

UNITS / LOCATION

The Services Provider will make available _____ studio units; _____ one-bedroom units and _____ two bedroom units for a total of _____ units of housing located at _____, in _____, BC.

CRITERIA FOR TENANT SELECTION

A person is only selected to move into an Assisted Living residence if the person meets all of the following criteria:

- Meets Ministry's residency requirements;
- Requires both hospitality services and personal care services;
- Able to communicate so as to be understood by personal assistance staff or by a spouse living with them who can communicate on their behalf.
- Capable to self direct his or her own care and be able to make informed decisions regarding their daily activities and services;
- Is at significant risk in their current living environment;
- Able to use an emergency response system and able to take direction in an emergency.
- Does not meet the Ministry's criteria for admission to a residential care facility and has exhausted available family and community supports.

Only those clients assessed and deemed eligible by Health Authority staff will be referred. Prospective tenants will be reviewed jointly by the Assisted Living Service Provider and the Health Authority staff.

When a Tenant Client no longer meets the above-specified criteria, a protocol will be established to facilitate the Tenant Client's transition to another, more appropriate setting.

TENANTS' AGREEMENT

The Service Provider will ensure that a Tenants' Agreement, approved by the Vancouver Coastal Health Authority, is signed by all Tenant Clients prior to moving in, which specifies among other things:

- Full description of services provided
- Costs for services (including options for additional services and their related costs)
- Conditions of occupancy and exit criteria consistent with the Ministry's policy
- Tenant responsibilities (e.g., insurance for personal belongings)

COMMUNICATIONS

The Service Provider and the VCH recognize the importance of regular communication between their respective representatives. The Service Provider will consult with the VCH prior to implementing any significant changes in its programs and will keep the VCH informed regarding all program development issues.

The Service Provider will notify the VCH immediately of any untoward occurrences that require communication by the Service Provider or the VCH, or any event, which may, or will adversely affect the building, the Tenant Clients or the ability of the Service Provider to perform its obligations under this Agreement.

SERVICES PROVIDED

The Service Provider agrees that it will be responsible for providing the following:

1. Hospitality Services

Meals/Snacks

- ◆ All staff will have completed food safety training
- ◆ A variety of tasty nutritional foods and snacks will be provided, with input from occupants regarding preferences and special dietary needs
- ◆ Provide _____ meal(s) a day, as indicated below, prepared fresh daily and served in the dining room.

_____ Breakfast

_____ Lunch

_____ Supper

- Special diets (e.g. diabetic, low fat, cut up or minced) as requested by Tenant Client
- Daily cleanup from meals
- Daily snacks (as specified below)

Cleaning

- Daily cleaning and tidying of common areas
- Weekly cleaning of tenant rooms (vacuum, dust, clean bathroom and kitchen)
- Spot cleaning for spills or accidents

Laundry

- Weekly linen service (tenants' towels, sheets)
- Tenant Clients' use of washer/dryer at no extra charge

Tenant Activities

- Regular in-house activities (minimum weekly): e.g., card night, lectures, bingo, visiting musician, movie night, etc.
- Support participation in community activities or to attend appointments

Security

- At minimum, 24-hour on-call emergency response capacity as described below:
-

2. Personal Assistance Services

The Service Provider has elected to provide the following services at the prescribed or support levels as indicated (prescribed services may not exceed 2).

| | Prescribed | Support |
|--|------------|---------|
| (i) Activities of Daily Living | | |
| (ii) Medication Administration & Monitoring | | |
| (iii) Medication Storage & Distribution | | |
| (iv) Maintenance & Management of cash resources & property | | |
| (v) Monitoring of Food Intake or Therapeutic Diets | | |
| (vi) Structured Behavioural Programs | | |
| (vii) Psychosocial Rehabilitation | | |

Personal Assistance

Services will be provided directly by the Service Provider

or

Personal assistance services will be provided through an agency sub-contracted by the Service Provider to provide such services.

Services will be available _____ hours/day, _____ days/week.

Personal assistance services will be identified in a personal service plan to be developed between the Tenant Client and the Service Provider. [The VCH case manager will provide a personal service needs summary to assist in the development of the plan.] The plan will include: the nature of the Tenant Client's needs and service requests, any risks the Tenant Client is facing and strategies identified to deal with risks and a plan for the delivery of services. The personal services plan will support the Tenant Client to maintain his or her independence to the greatest extent possible by having personal assistance provided only in areas where they require and request help. Where risks for the Tenant Client have been identified, the Service Provider shall accommodate Tenant Client's choices and preferences as long as these do not place others in danger.

SCHEDULE B

FUNDING/PAYMENT FOR SERVICES RENDERED

FEES

1. Each Tenant Client will pay the Service Provider a monthly fee established by the VCH, based upon calculation of 70% of after tax income up to an agreed upon maximum.
2. As applicable, BC Housing will pay the Service Provider a supplemental payment toward the Assisted Living rental costs. This payment will be established in an Operating Agreement between the Service Provider and BC Housing.
3. The VCH will pay to the Service Provider the difference between the contributions made by the Tenant Clients and by BC Housing up to a maximum agreed upon monthly costs as follows:
 - a single individual : \$> per month
 - a couple with only one person receiving personal care : \$> per month
 - a couple with both individuals receiving personal care : \$> per month.
4. Funding for unoccupied suites will be at the agreed upon fixed rate of \$> per month /unit and will in no instance exceed 3 months. If vacant suites are an ongoing issue, VCH retains a right to amend, with appropriate notice, the terms of the Agreement to reflect Tenant Client needs and circumstances.
5. VCH will make payments to the Service Provider monthly for the VCH portion. This funding will be at the first of the month and will be based on the invoice calculations provided by BC Housing. These calculations will reflect agreed upon monthly cost of service as specified above, tenant contributions based on income, BC Housing contribution and the contribution to be made by the VCH. In some instances there may be agreed upon contributions from other sources which will be factored into the calculation.
6. If the Service Provider does not expend all funds made available by VCH for provisions of the Services, the excess funds may be applied against future payments by VCH to the Service Provider or may be required to be repaid by the Service Provider to VCH.

SCHEDULE C

QUARTERLY MANAGEMENT REPORTING FORMAT

Service Providers will be expected to work collaboratively with staff from VCH during 2003/2004 to implement an outcome based evaluation framework that will be consistent for the region.

Until indicators and outcome based measures are completed by VCH in consultation with Service Providers, Service Providers will be expected to provide any quality management reports reasonably requested by VCH on an ad hoc basis.