



Agreement Number	
Charged to	

**CONTRACT FOR SERVICES
INDEPENDENT LIVING
AGREEMENT**

Vancouver Island Health Authority BETWEEN

**Department: Housing and Community AND
Resource Development**

(the "VIHA")

(the "Owner")

At the following address:

At the following address:

3rd Floor Aberdeen Hospital
1450 Hillside Ave
Victoria, B.C. V8T 2B7

FAX: (250) 370-5612

Telephone:
FAX:

WHEREAS:

- A. The VIHA is responsible for establishing regional health care priorities, specifying regional service standards, monitoring the performance of service providers, and administering and allocating grants made by the Province of British Columbia for the provision of health care in the Vancouver Island health region.
- B. *The Health Authorities Act* (British Columbia) empowers Regional Health Boards, including the VIHA, to enter into agreements with private and public bodies for the delivery of health services within the region.
- C. The Owner is in the business of providing Independent Living Services.
- D. Independent Living BC object is to provide affordable housing and services to help seniors and people with disabilities maintain the independence they desire. It is a partnership between BC Housing Management Commission, the Ministry of Health Services and the regional Health Authorities.
- E. Independent Living BC in relation to this contract is a partnership between BC Housing Management Commission and the VIHA.
- F. The purpose of this Agreement is to provide the framework for the co-operative working relationship between the VIHA and the Owner in the provision of Independent Living for the Occupants of _____ owned and operated by the _____ and to document the terms and conditions, including the principles, process, timing and funding, upon which the Owner has agreed to provide and the VIHA has agreed to accept, certain services.
- G. Under a separate agreement with the Owner, (the "Rent Supplement Agreement") BC Housing will provide rent supplement payments to the Owner in order to assist low or moderate income Occupants obtain supportive Living accommodation.

IN CONSIDERATION of the mutual covenants hereinafter appearing, the parties agree as

follows:

1. TERM

1.1 Length of Term: The Owner shall provide the Services during the period commencing on _____ and ending, subject to earlier termination as herein provided, on _____ (the "Term"). This Agreement may be renewed for successive terms upon written agreement of the parties. The Owner hereby represents and warrants that all Services provided prior to the date of execution of this Agreement, if any, were provided in accordance with the terms and conditions of this Agreement.

1.2 Coincidental Terms: To the extent possible, the Owner shall ensure that all contractual and other obligations which it incurs in connection with this Agreement shall have terms coinciding with the Term.

2. INTERPRETATION

2.1 Definitions: In this Agreement:

- (a) **"Agreement"** means this agreement including any preamble and schedules to this Agreement, as amended, supplemented or re-stated from time to time;
- (b) **"Applicable Law"** means all present and future laws, statutes, ordinances, regulations, municipal by-laws, treaties, judgements and decrees applicable to any Person, property or event, whether or not having the force of law, all official directives, rules, consents, approvals, authorizations, guidelines, orders and policies of any Governmental Authority having or purporting to have authority over that Person, property or event and all general principles of common law and equity;
- (c) **"Approved Sub-contractor"** means a person listed on Schedule E hereto;
- (d) **"BC Housing"** means the British Columbia Housing Management Commission.
- (e) **"Business Day"** means a day other than a Saturday, Sunday or statutory holiday in British Columbia;
- (f) **"Consultation"** means for the purposes of this Agreement, the word "consultation" shall mean that the VIHA shall, when reasonably possible, request and consider in good faith input from the Owner through written or verbal means. Notwithstanding the foregoing, the VIHA shall not be bound to follow the advice or direction of the Owner in making any decisions hereunder or in formulating any of its practices or policies.
- (g) **"Confidential Information"** means for the purpose of this Agreement any and all information supplied to, obtained by or which comes to the knowledge of the Owner as a result of this Agreement with respect to the VIHA including, without limitation, all Occupant information (including patient names, addresses, telephone numbers and medical history), know-how, processes, standards, cost figures, documentation, program files, flow charts, drawings and all operational procedures except that Confidential Information does not include information which the Owner can prove is information which is in the public domain at the date of disclosure by VIHA to the Owner, is received by the Owner without

obligation of confidence from a third party who is in lawful possession of such information free of any obligation of confidence and is not otherwise prohibited from transmitting such information to the Owner by a contractual, legal or fiduciary obligation.

- (h) **"Designated Unit"** means a dwelling unit in the Premises where an Occupant is placed by VIHA and is eligible for rent supplement payments from BC Housing pursuant to the Rent Supplement Agreement.
- (i) **"Independent Living"** means providing supports and services to enable each person a way of continuing to live one's own life in the community.
- (j) **"Governmental Authority"** means any domestic or foreign government, including any federal, provincial, state, territorial or municipal government and any governmental agency, tribunal, commission or other authority exercising executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, government;
- (k) **"Occupant"** means the VIHA referred individual who has entered into a rental relationship with the Owner and who is residing on the Premises;
- (l) **"Occupancy Agreement"** means the agreement between the Owner and the Occupant for the Rent of the apartment and provision of the Service Package.
- (m) **"Parties"** means all parties to this Agreement and **"Party"** means any one of them;
- (n) **"Services"** has the meaning given to it in section 3.1 hereof;
- (o) **"Term"** has the meaning given to it in Section 1.1 hereto;
- (p) **"Territory"** means the territory or regional catchment area of the VIHA;

2.2 Schedules: The following Schedules attached to this Agreement, will, for all purposes, form an integral part of this Agreement:

Schedule A	Services
Schedule B	Reporting Accountabilities
Schedule C	Terms and Conditions of Payment
Schedule D	Insurance
Schedule E	Approved Sub-contractors
Schedule F	FOI
Schedule G	Additional Terms (Occupant Inclusion/Exclusion Criteria)

3. REPRESENTATIONS AND WARRANTIES

The Owner hereby represents and warrants to the VIHA that:

- (a) if a corporation, the Owner is a valid and subsisting corporation, has the necessary corporate capacity and authority to execute and deliver this Agreement and to observe and perform its covenants and obligations hereunder and has taken all necessary corporate action in respect thereof; and
- (b) this Agreement constitutes a legal, valid and binding contract of the Owner enforceable against the Owner in accordance with its terms.

4. SERVICES

4.1 Covenant to Provide Services: During the Term, the Owner shall:

- (a) provide to the VIHA and the persons living within the Territory, the services described in Schedule A (the "Services");
- (b) accept such applicants VIHA has selected as Occupants for the Designate Units subject to final consultation between VIHA and the Owner;
- (c) engage adequately trained and where appropriate (or required), qualified personnel to perform the Services;
- (d) perform the Services to a standard of care, skill and diligence exercised by persons providing on a commercial basis, services similar to the Services; and
- (e) ensure that all persons who perform the Services are competent to perform the Services and are properly trained, instructed and supervised.

4.2 Independent Contractor: The Owner will be an independent contractor and not the employee, agent, partner or joint venturer of the VIHA and the Owner will not hold itself out to the public as such.

4.3 Covenant to Comply with Applicable Laws: In providing the Services the Owner shall, at all times:

- (a) comply with all policies, guidelines and directives established from time to time by the VIHA (including in particular, any policies of the VIHA regarding confidentiality), the Ministry of Health Services and any other Governmental Authority;
- (b) comply with the provisions of this Agreement including the decisions of arbitrators), all Applicable Laws, any instructions or directions that may be given by the VIHA to the Owner from time to time with respect to the provision of the Services and all required permits and licenses;
- (c) obtain and maintain all required permits and licenses;

- 4.4 Changes to the Services:** No changes may be made to the Services without the prior written consent of the VIHA.
- 4.5 Use of Sub-contractors:** The Owner shall not subcontract any of its obligations under this Agreement other than to an Approved Sub-contractor, without the prior written consent of the VIHA and such consent shall not be unreasonably withheld.
- 4.6 Obligations of Owner Continue:** The Owner shall be as fully responsible to the VIHA for acts and omissions of sub-contractors and of persons directly and indirectly employed by them as for acts and omissions of persons directly employed by the Owner. No sub-contract, whether consented to or not, relieves the Owner from any of its obligations under this Agreement. The Owner agrees that no person will provide any Services (directly or indirectly) hereunder as a sub-contractor or agent unless such person first agrees, in writing, to be bound by the terms of Sections **4.3, 8.4, 8.5, 8.6 and 8.8** as if such person had contracted with the VIHA directly.

5. FUNDING

- 5.1 Method of Payment:** The VIHA shall pay the Owner for, and the Owner shall invoice the VIHA for the Services in accordance with Schedule C and any applicable policy of the VIHA.
- 5.2 Budget Surpluses of the Owner:** Annual budget surpluses accumulated by the Owner shall be administered according to the conditions outlined in Schedule C. The VIHA is not liable for any operating or working capital deficits incurred in the Owner's operations as a result of this Agreement or otherwise.
- 5.3 Changes Impacting in Cost or Scope of Services:** The parties hereby agree that prior to making any changes to the method of payment or amount, delivery or administration of the Services and/or the standards of the Services, which the VIHA determines shall materially adversely impact upon the cost or scope of the Services, the VIHA shall consult with the Owner. Where reasonably possible, the purpose of such consultation shall be to develop a timely plan for the implementation of the change such that the change has minimal negative effects on the Owner, the Occupant and the VIHA.

6. EMPLOYEES and REPRESENTATIVES

- 6.1 Status of the Employees:** The Owner agrees that neither the Owner nor any person employed by or associated with the Owner in the performance of the Services or otherwise is an employee of, or has an employment relationship of any kind with the VIHA or is in any way entitled to employment benefits of any kind whatsoever from the VIHA including but not limited to statutory programs and coverages, whether under employment standards statutes, worker's compensation plans, unemployment/employment insurance schemes, health plan contributions or otherwise ("Employment Benefits"). The VIHA will have no liability or responsibility for the withholding, collection or payment of income taxes, unemployment insurance, statutory or other taxes or payments of any other nature on behalf of, or for the benefit of, the Owner or any other persons.

- 6.2 Responsibility for Employees:** The Owner will be solely responsible for the acts and

omissions of the Owner's employees and agents performing the Services. The Owner agrees that no person will provide any Services (directly or indirectly) hereunder as an employee unless such person first agrees, in writing, to be bound by the terms of Section 8.7 as if such person had contracted with the VIHA directly.

- 6.3 Change to the Chief Executive Officer:** The Owner shall promptly provide written notice to the VIHA Manager of any change to its Chief Executive Officer/Administrator/Manager.

7. INSURANCE AND INDEMNIFICATION

- 7.1 Insurance:** At all times during the Term and any renewals thereof the Owner shall obtain and maintain liability and property insurance in a form, amounts and on the terms set out in Schedule D and on such other terms, as may from time to time be directed by the VIHA in writing to the Owner. The VIHA shall be named as an additional insured on all such policies. The Owner shall provide, maintain and pay for any additional insurance which the Owner is required to carry by law or which the Owner considers necessary to cover any risk the Owner may assume as a result of entering into this Agreement.

- 7.2 Indemnification:** The Owner will indemnify and save harmless the VIHA, its governors, directors, officers, employees and agents, from and against any and all losses, claims, damages, actions, causes of action, costs and expenses the VIHA may sustain or incur, at any time, either before or after the termination of this Agreement by reason of (a) any breach of this Agreement by the Owner, or any agent, employee, director, officer or sub-contractor of the Owner; (b) the acts or omissions of the Owner, or any agent, employee, director, officer or sub-contractor of the Owner; including any damage to any and all persons or property, whether deliberate, accidental or through negligence; or (c) any liability on the part of VIHA, under the *Income Tax Act* (Canada) or any other statute to make contributions, withhold or remit any monies or make any deductions, or to pay any related interest or penalties thereon, as a result of the failure or delay of the Owner to deduct, withhold or contribute any amount in respect of payments by the VIHA to the Owner pursuant to this Agreement except, with respect to (a) and (b), to the extent any such claim arises solely from the negligence of the VIHA.

- 7.3 Workers' Compensation:** The Owner will comply with the *Workers' Compensation Act* (British Columbia), and in particular will obtain and maintain during the Term the necessary coverage for the Owner and the Owner's employees, and will, upon request by the VIHA, provide particulars (including Workers' Compensation Board registration number).

8. REPORTING, RECORD KEEPING AND CONFIDENTIALITY

- 8.1 Change of Control of the Owner:** The Owner shall provide the VIHA with 180 days prior written notice of the Owner's intention to:
- (a) transfer all or substantially all of the assets used for, or in connection with, the Services to a third party;
 - (b) transfer, sell or otherwise dispose of the voting control or effective control of the Owner to a third party; or
 - (c) amalgamate with another person or entity.

(each of (a), (b) or (c) is a “Change of Control”)

The Owner shall provide the VIHA with all information and documents which the VIHA reasonably request concerning any of items (a), (b) or (c) above.

- 8.2 Reporting Accountabilities:** At all times, during the Term and any renewals thereof the Owner shall provide the VIHA with reports and other information in accordance with Schedule B hereto (the “Reporting Accountabilities”).
- 8.3 Obligation to Develop Guidelines:** In consultation with the Owner, the VIHA shall develop and establish guidelines to be followed by the Owner (the “Additional Reporting Requirements”) with respect to the disclosure of any information to the VIHA which is not explicitly governed by the Reporting Accountabilities.
- 8.4 Document Management:** The Owner shall, at all times, document and manage client and all other records in accordance with all Applicable Laws including the *Freedom of Information and Protection of Privacy Act* (British Columbia), any relevant policy of the VIHA which is communicated in writing to the Owner and Schedule F – Information Management Responsibilities (in accordance with the *Freedom of Information and Protection of Privacy Act*).
- 8.5 Disclosure of Records Upon Request:** Upon the request of the VIHA to do so and to the extent permitted under Applicable Law, the Owner shall provide the VIHA, regional staff or their designate, with access to Occupant related information including but not limited to Occupant lists, accounting records, payroll records, staff lists, human resources records, dietary records, books and records and all other information in any form (other than proprietary information not reasonably required by the VIHA to assess the performance of the Services) related to the Services and this Agreement in each case whether complete or not. The Owner shall provide the VIHA with access (which may include periodic operational and financial audits) to such records for such time and at such time as the VIHA requests, acting reasonably.
- 8.6 Disclosure of Records Pursuant to Applicable Laws:** The Owner shall, at all times, provide the VIHA with information relating to the administration and delivery of the Services as is required under Applicable Law and the policies adopted from time to time by the VIHA. Such information shall be made available to the VIHA through scheduled on-site reviews and/or the delivery of reports, in form, substance and on a time schedule acceptable to the VIHA, and the Ministry of Health Services. All reports prepared under this Section 8.6 shall be designed and completed by the Owner so as to minimize duplication of work on the part of the VIHA and to comply with the Reporting Accountabilities and the Additional Reporting Requirements as set from time to time by the VIHA.
- 8.7 Confidentiality:** The Owner will treat as confidential and will not, without the prior written consent of the VIHA, publish, release, or disclose or permit to be published, released or disclosed either before or after the termination of this Agreement, any Confidential Information (as defined below) nor will the Owner use or exploit, directly or indirectly, any Confidential Information for any purpose other than for the fulfilment of the Owner’s obligations under this Agreement. Notwithstanding the foregoing, the Owner will be entitled to disclose Confidential Information if required by law including the *Freedom of Information and Protection of Privacy Act* (British Columbia), provided that the Owner will promptly notify, consult with, and cooperate with the VIHA, [prior to any disclosure](#), in any attempt to resist or narrow such disclosure or to obtain an order or

other assurance so that such information will be accorded confidential treatment.

9. DISPUTE RESOLUTION

9.1 Referral to a Representative: Any dispute, controversy or claim arising between the Parties with respect to or in any way relating to this Agreement shall be referred to the appropriate representative of the VIHA and the appropriate representative of the Owner. Unless such representatives mutually agree otherwise, if the representatives have not resolved such dispute within 30 Business Days after the dispute being referred to them, the dispute shall be referred to mediation.

9.2 Mediation: A dispute referred to mediation pursuant to Section 9.1 shall be mediated by a neutral person appointed by the British Columbia International Commercial Arbitration Centre and shall be administered under its Commercial Mediation Rules. If the dispute is not settled or a mediator cannot be agreed upon within 30 Business Days after the dispute is referred to mediation, then either Party may refer the dispute to arbitration. The VIHA and the Owner will share the cost of the mediation, whether or not completed and regardless of outcome, equally.

9.3 Arbitration: At any time after the expiry of the 30 Business Day period referred to in Section 9.2 either Party may elect to commence arbitration by giving the other Party written notice (the "Arbitration Notice"). Within five Business Days after receipt by the other Party of the Arbitration Notice, the matter shall be submitted to arbitration under the *Commercial Arbitration Act* (British Columbia). The award of the arbitrator will be final and binding on the parties. The VIHA and the Owner will share the cost of the arbitration, whether or not completed and regardless of outcome, equally.

10. TERMINATION AND ADMINISTRATION

10.1 Termination by the VIHA: This Agreement may be terminated by the VIHA:

- (a) immediately, if the Owner is in breach of a term, condition or covenant of this Agreement and such breach is not remedied (or a plan with implementation deadlines acceptable to the VIHA to remedy such default not provided) within 30 Business Days of receiving notice thereof in writing from the VIHA; or
- (b) immediately, upon the consummation of a Change of Control by the Owner.

10.2 Termination by Either Party: Either Party may terminate this Agreement upon 60 days prior written notice to the other Party.

10.3 Effect of Termination: If this Agreement is terminated for any reason the parties shall negotiate a plan for the continuation of Services for a period of time not exceeding 180 days after the effective date of termination (the "Wind-Up Phase") as is reasonably requested by the VIHA. The VIHA shall reserve a portion of the Funds to pay for any Services rendered by the Owner during the Wind-Up Phase.

10.4 Return of Information Upon Termination: Upon termination of this Agreement the Owner shall deliver to the VIHA all client and caregiver lists and information reasonably requested by the VIHA including, but not limited to, any information required by the VIHA or its designate to provide continued care to the clients of the VIHA, to the extent permitted by Applicable Law.

11. GENERAL PROVISIONS

11.1 Time of the Essence: Time shall be of the essence in this Agreement.

11.2 Enurement: This Agreement shall be for the benefit of and be binding upon the Parties hereto, their respective successors and permitted assigns.

11.3 Severability: If any provision of this Agreement is unenforceable or invalid for any reason whatever, such unenforceability or invalidity shall not affect the enforceability or validity of the remaining provisions of this Agreement and such provisions shall be severable from the remainder of this Agreement.

11.4 Entire Agreement: The provisions herein and Schedules hereto constitute the entire agreement between the Parties hereto and supersede all previous expectations, understanding, communications, representations and agreements, whether verbal or written, between the parties with respect to the subject matter hereof.

11.5 Survival of Provisions: Sections 7.2, 8.5, 8.6 and 8.8 continue in force indefinitely, even after this Agreement expires or is terminated.

11.6 Waiver: The failure by either party at any time to require strict performance by the other, of any term or provision of the Agreement shall not constitute a waiver or breach of such or any other term or provision of this Agreement, nor shall it constitute a waiver of any succeeding breach of any other term or provision.

11.7 Amendment: No amendment to this Agreement shall be enforceable unless the same is in writing and signed by the Parties hereto.

11.8 Governing Law: This Agreement shall be governed by and construed according to the laws of the Province of British Columbia.

11.9 Assignment: The Owner may not assign its rights under this Agreement without the prior written consent of the VIHA. Any attempt to assign any of the rights, duties or obligations of this Agreement without such consent is void.

11.10 Notices: Each notice to a Party must be given in writing. A notice may be given by delivery to an individual or by fax, and will be validly given if delivered on a Business Day to an individual at the following address, or, if transmitted on a Business Day by fax addressed to the following Party:

(a) **if to [__Owner__]:**

Name:
Address:
Attention:
Fax No.:

(b) **if to VIHA:**

Name:
Address:
Attention:
Fax No.:

or to any other address, fax number or individual that the party designates. Any Notice:

- (c) if validly delivered, will be deemed to have been given when delivered;
- (d) if validly transmitted by fax before 3:00 p.m. (local time at the place of receipt) on a Business Day, will be deemed to have been given on that Business Day; and
- (e) if validly transmitted by fax after 3:00 p.m. (local time at the place of receipt) on a Business Day, will be deemed to have been given on the Business Day after the date of the transmission.

11.11 Further Assurances: The Owner will execute such further assurances and other documents and instruments and do such further and other things as may be necessary to implement and carry out the intent of this Agreement.

11.12 Conflict with a Schedule: If there is a conflict between a Schedule to this Agreement and any other provision of this Agreement, this Agreement shall govern to the extent of the conflict.

11.13 Counterparts and Fax: Any party may deliver an executed copy of this Agreement by fax but that party will immediately dispatch by delivery in person to the other parties an originally executed copy of this Agreement. This Agreement and all documents contemplated by or in connection with this Agreement may be executed and delivered in any number of counterparts with the same effect as if all parties had 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, sealed and delivered this _____ day of _____, 20__.

SIGNED AND DELIVERED on behalf of the Vancouver Island Health Authority by an authorized representative of the VIHA:	SIGNED AND DELIVERED by or on behalf of the Owner:
<hr/> Authorized Representative: (signature)	<hr/> Owner or Authorized Signatory: (signature)
<hr/> Authorized Representative: (print name) Department: _____	<hr/> Owner or Authorized Signatory: (print name) <hr/> Owner or Authorized Signatory: (signature)
<hr/> Authorized Representative: (signature)	<hr/> Owner or Authorized Signatory: (signature)
<hr/> Authorized Representative: (print name) Department: _____	<hr/> Owner or Authorized Signatory: (print name)

SCHEDULE A

SERVICES

ASSISTED LIVING SERVICES

Assisted Living residences provide housing premises (a private housing unit with a lockable door) and a range of supportive services including hospitality services and at least one but not more than two prescribed services as defined in the *Community Care and Assisted Living Act* (the “Act”) and Regulations (the “Services”). The Services are provided by owner/operators to seniors and people living with disabilities who can live independently but require regular help with day to day activities. The Services are intended to prevent or delay admission to residential facility care, and to enable people to age in place, to the degree possible, within this setting.

Owner/operators providing the Services are required to be registered as assisted living residences by the BC Office of the Assisted Living Registrar and to provide the Services in accordance with the guidelines, standards and policies required by the Registrar.

UNITS / LOCATION

The Services provider located at _____, in _____, British Columbia, will make available _____ bed sitting units; _____ studio units; and _____ one bedroom units; for a total of _____ units of housing.

The parties may amend the number and type of units provided by written agreement.

BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION AGREEMENT (if applicable)

The Owner will enter into an Operating Agreement with British Columbia Housing Management Commission to ensure the availability of _____ units of housing and for the provision of rent supplement assistance to those tenants referred by the VIHA who require such assistance.

GUIDING PRINCIPLES

The determination of Residents suitable for referral will be made by the VIHA in accordance with the *Community Care and Assisted Living Act* and Regulations. Final selection will be made in consultation with the Owner. The majority of Residents will be age 65 and older. The Owner and the VIHA agree that there may be instances where individuals younger than age 65 may be approved for assisted living services in this setting

The Owner will provide the Services in a manner that:

- takes into consideration Resident rights and quality of life;
- ensures the ongoing quality, comfort and safety of Residents’ physical environment;
- encourages Resident decision making to the degree possible; and
- protects the privacy of Residents and ensures personal and health information is kept confidential.

OCCUPANCY AGREEMENT

Once the VIHA identifies a Resident as being eligible to receive a subsidy for the Services, and, therefore, eligible to reside in one of the units reserved for VIHA clients, the Owner shall ensure that an Occupancy Agreement in a standard form acceptable to VIHA is signed by the Owner and the Resident.

The Occupancy Agreement will define the premises and Services that will be provided by the Owner to the Resident, the monthly charge to the Resident, conditions of occupancy and exit, and Resident responsibilities. The Owner shall provide the premises and Services in accordance with the Occupancy Agreement. The VIHA shall pay the Owner for, and the Owner will be obligated to provide the Services only to a Resident referred by the VIHA under this Agreement.

SERVICES DESCRIPTION

The Services will include but are not limited to the following:

1. Housing:

- a private housing unit with a lockable door, including utilities (i.e., heat, electricity and water)

2. Hospitality Services:

Meals/Snacks

- A meal service that offers Residents a variety of tasty nutritional foods and snacks, including a minimum of two meals per day without charge, with input from Residents regarding menu items and special dietary needs
- Menu plans that meet the Canada Food Guide for Healthy Eating recommended daily requirement guidelines
- Special and/or modified diets (e.g. diabetic, low fat, cut up or minced)
- Daily cleanup from meals.
- Tray service at no charge for those who are ill or unable to attend the dining room, on an occasional or short term basis.
- Assistance to get to the dining room, on an occasional or short term basis
- The Owner will ensure all food services staff have a current Food Safe Certificate.

Cleaning

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

Laundry

- The Owner will launder sheets and towels weekly.
- Residents may use washer/dryer for an/no extra charge.

Social/Recreational Activities

- On site Activities Coordinator will be available to assist with the coordination of regular entertainment and outings as desired by the Residents. Residents will be provided with a list of activities to choose from.

- Support for Residents to participate in community activities or to attend appointments (e.g., call Handi-Dart or taxi if Resident is unable; provide up to date information on community activities, etc).

Monitoring/Emergency Response

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

The parties may amend the Owner's emergency response capacity by written agreement.

- Contact appropriate person (i.e., family/friends, community health staff, physician) with observations or concerns about Resident health or any condition that a non-medical person would reasonably notice

The Resident and the Owner may agree to additional hospitality services as part of the Occupancy Agreement. The Resident will be responsible for the costs of such additional hospitality services.

3. Personal Care Services:

The Owner will provide, or arrange for, at least one but no more than two Prescribed Services as indicated below. Additional Prescribed Services are not permitted by the Act. However the Owner may provide personal care services at a support level as indicated below.

	Prescribed	Support
(i) Activities of Daily Living (ADLs) and Instrumental Activities of Daily Living (IADLs)*	X	
(ii) Medication Administration, Monitoring, Central Storage & Distribution of Medication	X	
(iii) Maintenance & Management of cash resources & property		
(iv) Monitoring of Food Intake or Therapeutic Diets		
(v) Structured Behavioural Programs		
(vi) Psychosocial Rehabilitation		

***Activities of Daily Living (ADLs) and Instrumental Activities of Daily Living (IADLs) include, but are not limited to:**

- Bathing
- Dressing
- Grooming
- Transferring
- Skin care
- Nail care

- Mouth care
- Feeding assistance
- Washroom assistance
- Incontinence management
- Medication reminder
- Medication assistance

Prescribed Services shall be provided in accordance with a personal care plan developed by agreement between the Resident and the provider of the Prescribed Services, and approved by VIHA. All personal care services must be provided in accordance with the Assisted Living Standards published by the Registrar, the Personal Assistance Guidelines, and all applicable laws, regulations and Ministry and VIHA policies as amended from time to time.

Under this agreement, Prescribed Services will be (select one):

- provided directly by staff hired by the Owner; or**
- arranged for by the Owner; or**

(specify subcontractor partner:

The Owner may change the subcontractor/partner with the prior written consent of the VIHA.)

- provided either directly by the VIHA or through an agency contracted by VIHA to provide such services. If this option is selected, no payment will be made by the VIHA to the Owner for the Prescribed Services.**

If the Owner intends to change the method of providing Prescribed Services indicated above, it shall provide six months notice in writing of the proposed change to VIHA. VIHA's agreement to the proposed change will not be unreasonably withheld.

Access to VIHA PROFESSIONAL Care

The VIHA may provide the following professional care services to eligible Residents in the same manner as it does to clients living in the community:

- Home nursing care;
- Case management;
- Social work;
- Rehabilitation services (occupational therapy and physical therapy); and
- Nutrition services

In addition, the VIHA agrees to offer staff training and education programs and other areas of professional development and education, as available, at cost, in the interest of attaining the optimal development and delivery of the Services.

SCHEDULE B**REPORTING ACCOUNTABILITIES****I. Financial Reporting:**A. Annual:

The Owner agrees to prepare and submit income statement for contracted units on a monthly basis. The Owner agrees to prepare and submit an annual financial statement for contracted units within four months of the Owner's year-end. The audited financial statement may be a year-end statement done by the Owner's accountant.

II. Other VIHA Operational, Outcome or Evaluation Reporting Requirements of Funded Owner:

The Owner agrees to provide information as outlined in the Evaluation Framework.

III. Dimensions of Quality Reporting:

The Owner agrees to prepare and submit information as outlined in the Evaluation Framework.

Annual Quality Report Guidelines

Quality Dimensions	Outcome Objective	Indicators/Measures
<p>Access <i>The ability of the individual to obtain services at the right place and at the right time, based on respective needs; may include convenience, transportation, parking, languages spoken etc.</i></p>	<p>Provide timely access to services for authorized clients; Eliminate unnecessary barriers to service for authorized clients.</p>	
<p>Effectiveness <i>The interventions or actions achieve desired results.</i></p>	<p>Improve/maintain the quality of life for authorized clients; Increase/maintain client independence.</p>	
<p>Efficiency/Utilization/Cost <i>Achieving the desired results with the most cost-effective use of resources available.</i></p>	<p>Use available resources efficiently. (i.e. reduce/maintain percentage of indirect care costs.)</p>	
<p>Acceptability/Customer Satisfaction <i>Services provided meet the expectations of the client, community, providers and paying organizations; the quality, results, costs, convenience of service provider attitudes may be considered when assessing acceptability.</i></p>	<p>Improve/maintain client and family satisfaction in the areas of: responsiveness, cultural diversity, choice, self-determination, care and empathy.</p>	
<p>Appropriateness <i>The extent to which services are relevant to the clients needs and are based on established standards.</i></p>	<p>Meet/exceed applicable quality assurance; Identification of changing care needs.</p>	
<p>Continuity/Integration <i>The ability to provide uninterrupted, co-ordinated service across programs, practitioners, organizations and levels of service, over time.</i></p>	<p>Increase/ensure continuity of client and caregiver relations to the clients satisfaction.</p>	
<p>Safety/Risk Management <i>The potential risks of an intervention or the environment are avoided or minimized. An individual's knowledge and skills are appropriate to the service being provided and regularly evaluated.</i></p>	<p>Report/resolve client safety issues. Reduce the number of avoidable client accidents. Increase staff knowledge and satisfaction.</p>	

SCHEDULE C

TERMS, CONDITIONS and PAYMENT FOR SERVICES RENDERED

1. MAXIMUM FEES

The Contract Maximum Amount over the term will be \$_____.

2. EXPENSES: None Paid Under this Agreement.

3. DEFINITIONS

Economic Rent:

Economic Rent

BC Housing Management Commission will set the monthly Economic Rent and may adjust this amount over time.

Occupant Contribution to Economic Rent

The Occupant shall pay 30% of their Total Gross Monthly Income minus any hydro rebates to the Owner to a maximum of the economic rent determined by BC Housing Management Commission.

BC Housing Subsidy

The BC Housing Management Commission will pay the difference between the Occupant Contribution to the Economic Rent and the Economic Rent determine by the BC Housing Management Commission.

Service Package:

The Occupant shall pay (70% of after tax income) – (Occupant Contribution to Economic Rent) for the Service Package defined in Schedule A.

The VIHA shall pay (Economic Rent + Service Package Cost) – BC Housing Subsidy - (70% of the Occupants after tax Income).

The maximum Monthly Service Package charge by the Owner will be \$_____ per single Occupant.

Vacant Rate:

Service Package

VIHA shall pay _____ of the Service Package costs for a maximum period of _ months in addition to the percentage of economic rent paid by BC Housing Management Commission for units vacated and where new tenants have not been immediately found. (To be negotiated)

4. INVOICING and PAYMENT

The Owner will collect a monthly rent from each subsidized Occupant based on the calculation made by VIHA as defined above and submit a monthly summary itemizing the amount of Occupant Rent Contribution and BC Housing Rent Subsidy and the balance due from VIHA for services. Once all units are occupied VIHA will begin paying a fixed monthly payment based on the average invoice. At that time, you will be required to submit a monthly account of Occupant Rent Contribution and BC Housing Rent Subsidy and unit occupancy. Your payment will be adjusted quarterly as required.

Once the full complement of units is occupied, any of these that become vacant may be rented privately with permission of the VIHA. VIHA will pay a vacancy rate to hold units as described above.

As the number of units available for Supported Living increase the fixed monthly payment will be increased to reflect the changes. The maximum number of Supported Living units VIHA will subsidize will be _____.

SCHEDULE D**INSURANCE**

1. The Owner shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurance with insurers licensed in British Columbia and in forms and amounts acceptable to the VIHA:
 - 1.1 **“All Risks” Property** coverage including Earthquake, Flood & Bylaws in an amount equal to the replacement cost of the property owned by the Owner (including, if applicable, any Occupants improvements or other such property which a prudent Owner would keep insured) and subject to stated amount coinsurance.
 - 1.2 **“All Risks” Business Interruption** coverage including Earthquake, Flood & Bylaws in an amount sufficient to cover the actual loss sustained based on a 12 month period of indemnity and including any necessary extra expense coverage.
 - 1.3 **Comprehensive Boiler and Machinery** coverage written on a repair or replacement basis and including business interruption coverage on an actual loss sustained basis.
 - 1.4 Automobile Liability **on all vehicles owned, operated or licensed in the name of the Owner in an amount not less than \$ 2,000,000.**
 - 1.5 **Comprehensive General Liability** in an amount not less than \$ 5,000,000 inclusive per occurrence insuring against bodily injury, personal injury and property damage. The VIHA is to be added as an additional insured under this policy. Such insurance shall include, but not be limited to:
 - (a) Product and Completed Operations Liability;
 - (b) Owner's and Contractor's Protective Liability;
 - (c) Blanket Written Contractual Liability;
 - (d) Contingent Employer's Liability;
 - (e) Personal Injury Liability;
 - (f) Non-Owned Automobile Liability;
 - (g) Cross Liability;
 - (h) Employees as Additional Insureds;
 - (i) Broad Form Property Damage; and
 - (j) if applicable, Occupant's Legal Liability in an amount adequate to cover a loss to premises of the VIHA occupied by the Owner.
 - 1.6 **Professional Liability:** in an amount not less than \$ 5,000,000 insuring the Owner's liability resulting from errors and omissions in the performance of professional services under this agreement.
2. The foregoing insurance shall be primary and not require the sharing of any loss by any insurer of the VIHA.

3. The Owner shall provide the VIHA with evidence of all required insurance prior to the commencement of the work or services. Evidence of insurance coverage as noted under items 1.1, 1.2, 1.3, 1.4, 1.5 and 1.6 shall be in the form of a “Certificate of Insurance” attached. When requested by the Health Region, the Owner shall provide certified copies of required policies.
4. All required insurance shall be endorsed to provide the VIHA with 30 days advance written notice of cancellation or material change.
5. The Owner hereby waives all rights of recourse against the VIHA with regard to damage to the Owner’s property.



Health Care Protection Program

CERTIFICATE OF INSURANCE

Freedom of Information and Protection of Privacy Act
 The personal information requested on this form is collected under the authority of and used for the purposes of contract review.

To be completed by Agent or Broker

CERTIFICATE IS ISSUED TO:					
CONTRACTOR NAME					
CONTRACTOR ADDRESS					
<i>And certifies that policies of insurance as herein described have been issued to the insured(s) named below and are in full force and effect as of the effective date of the agreement.</i>					
INSURED	NAME				
	ADDRESS				
OPERATIONS INSURED	PROVIDE DETAILS				
TYPE OF INSURANCE	COMPANY NAME AND POLICY NO.	EXPIRY DATE Y M D			LIMIT OF LIABILITY/AMOUNT
COMPRHENSIVE/ COMMERCIAL GENERAL LIABILITY					INCLUSIVE LIMITS \$ _____
AUTOMOBILE LIABILITY (OWNED OR LEASED VEHICLES)					PRIMARY \$ _____ EXCESS \$ _____
UMBRELLA LIABILITY					LIMITS \$ _____ EXCESS OF \$ _____
PROFESSIONAL LIABILITY					LIMITS \$ _____
PROPERTY					DETAILS \$ _____ \$ _____
OTHER					DETAILS \$ _____ \$ _____
These policies comply with the insurance requirements of the governing contract, permit or licence with the Health Region / Health Council / Community Health Services Owner or other stand alone entity. It is understood and agreed that where required by the governing contract/permit or license, the Health Region / Health Council / Community Health Services Owner or other stand alone entity has been added as an additional insured and that thirty (30) days' notice of any material change or cancellation of any of the policies listed herein, either in part or in whole will be given by the insurers to the holder of this certificate.					
SIGNED BY THE CONTRACTOR/PERMITTEE/LICENSEE				DATE SIGNED	
				Y	M
SIGNED ON BEHALF OF THE CONTRACTOR'S/PERMITTEE'S/LICENSEE'S INSURERS				DATE SIGNED	
				Y	M

**TO BE REPLACED WITH ORIGINAL 'CERTIFICATE OF INSURANCE
SCHEDULE E**

APPROVED SUB-CONTRACTORS

The approved sub-contractor(s) to whom the Owner may sub-contract under this Agreement include:

Name of Sub-contractor

Type of Service

SCHEDULE F
INFORMATION MANAGEMENT RESPONSIBILITIES

(in accordance with the Freedom of Information and Protection of Privacy Act)

1. Privacy Overview and Framework

- (a) The purpose of this Privacy Addendum is to set forth certain commitments of the Contractor relating to the protection of VIHA Data (which may include health related Personal Information) and mechanisms to ensure that the privacy requirements of FOIPPA and other Applicable Laws are met or exceeded in delivery of the Services by the Contractor and that under no circumstances shall VIHA Data be disclosed other than as directed by VIHA or strictly in accordance with this Privacy Addendum.
- (b) Where there is a conflict between this Privacy Addendum and the provisions in the Agreement, any other schedule attached thereto, or any other agreement between VIHA and the Contractor, this Privacy Addendum shall take precedence.

2. Definitions

Capitalized terms used in this Privacy Addendum will have the meanings set forth below:

- (a) **“Conflicting Foreign Order”** means any order, directive, ruling, requirement, judgment, injunction, award or decree, decision, or other requirement issued by any Governmental Authority the compliance with which would likely render VIHA or its employees in non-compliance with FOIPPA.
- (b) **“Contractor Group”** means the Contractor and its affiliates and related entities.
- (c) **“External Personnel”** means personnel of Approved subcontractors of the Contractor.
- (d) **“FOIPPA”** means the *Freedom of Information and Protection of Privacy Act* (British Columbia) as the same may be amended or supplemented from time to time.
- (e) **“Governmental Authority”** means any court or governmental department, commission, board, bureau, agency, or instrumentality of Canada or of any other province, state, county, or other political jurisdiction whether domestic or foreign having or purporting to have jurisdiction over the business to which the Services relate or over any party to the Agreement.
- (f) **“Personal Information”** means:
 - (i) all information that:
 - A. is about an identifiable individual or is defined or deemed as “personal information” pursuant to any laws or regulations related to privacy or data protection that are applicable to VIHA or to the Contractor including, without limitation, any information that constitutes “personal information” as such term is defined, from time to time, pursuant to FOIPPA,
 - B. is transferred to or collected, compiled, or accessed by or otherwise under the custody of the Contractor, and

- C. is about VIHA end users or members of the public or employees of or consultants to VIHA, is in the custody or under the control of VIHA or of any “public body” (as such term is defined in FOIPPA), or is otherwise held by the Contractor on behalf of VIHA, and
- (ii) all information that is designated by VIHA, acting reasonably, as “Personal Information”.
- (g) **“Personnel”** means personnel of the Contractor who will provide the Services, including any personnel of the Contractor Group seconded to the Contractor to provide the Services.
- (h) **“Personnel Agreement”** means an agreement between Personnel (and where applicable, External Personnel) and the Contractor (or, where applicable, with a subcontractor or affiliate of Contractor) and, if and whenever requested by VIHA, with VIHA itself, that requires the Personnel to maintain the security and privacy of Personal Information in a manner that is consistent with this Privacy Addendum.
- (i) **“Record”** includes books, documents, maps, drawings, photographs, letters, vouchers, papers and any other thing on which information, including Data is recorded or stored by graphic, electronic, mechanical or other means, but does not include a computer program or any other mechanism that produces records.
- (j) **“Service Centre”** means the service centre operated by the Contractor in Canada from which the Contractor is to provide remote and/or support Services that may involve Personal Information pursuant to the Agreement.
- (k) **“Signing Authority”** means the VIHA authorized signatory entering into (signing) the Agreement on behalf of VIHA.
- (l) **“Stratified Troubleshooting Procedure”** means the following three step escalation procedure for addressing service inquiries initiated by VIHA end users contacting the Service Centre:
- (i) Step One: The Authorized Personnel will attempt to resolve the VIHA end user’s problem using verbal dialog without accessing any Personal Information;
- (ii) Step Two: In addition to using verbal dialog, the Authorized Personnel will attempt to resolve the VIHA end user’s problem by directly or remotely accessing the relevant information in non-personally identifiable manner;
- (iii) Step Three: In addition to using verbal dialog, the Authorized Personnel will attempt to resolve the VIHA end user’s problem by directly or remotely accessing the relevant Personal Information that such VIHA end user consents to the Authorized Personnel accessing.
- (m) **“VIHA Data”** means:
- (i) all Confidential Information of or relating to VIHA other than Confidential Information that is disclosed with the prior written approval of VIHA, but only to the extent Approved by VIHA: and

- (ii) all Personal Information (regardless of whether the Personal Information is also Confidential Information of VIHA) that exists in all forms or mediums, including the Record.

3. Control of VIHA Data

- (a) VIHA shall be and remain in control of all VIHA Data. No access to or custody over VIHA Data by the Contractor or other persons as contemplated in the Agreement shall be construed in any manner as providing control or any other rights with respect to such VIHA Data
- (b) With respect to personal information about an identifiable individual that is not under the control of VIHA and that is transferred or otherwise made available to VIHA by the Contractor or by any third party on the Contractor's behalf ("Transferred Information"), the Contractor represents, warrants, and agrees that the Contractor has the authority and/or has obtained all necessary consents from the subject individuals required under Applicable Laws to enable the Transferred Information to be: (i) transferred, disclosed, or otherwise made available to VIHA, and (ii) collected, used, disclosed, and retained by VIHA for the purposes contemplated in the Agreement or for which VIHA otherwise reasonably intends to use the Transferred Information. In the event that any transfer to or use of Personal Information by VIHA constitutes or, in VIHA's reasonable opinion, is likely to constitute an infringement of applicable Privacy Laws, both parties together agree to use commercially reasonable efforts to agree to a non-infringing method of performing such activities with respect to such Personal Information. Upon disclosure of any Transferred Information to VIHA, such Transferred Information shall, except as otherwise agreed by the Parties, be deemed therefore (i) to be within the control of VIHA, and (ii) constitute Personal Information hereunder.

4. Access to and Use of Personal Information

- (a) The Contractor is hereby granted access to and use of Personal Information on the terms and conditions of this Privacy Addendum and for the sole and express purpose of fulfilling its obligations to VIHA under the Agreement and for no other use.
- (b) In respect of the provision of support services, including scheduled onsite maintenance, systems integration and configuration services, and data migration services, the Contractor shall be permitted to access Personal Information only with the permission of a VIHA end user and except for standard electronic backup procedures of the Contractor disclosed to and approved by VIHA, the Contractor shall not copy or reproduce any materials containing VIHA Data without VIHA's prior written consent. The Contractor shall not remove physically, electronically, or in other manner whatsoever from the authorized premises of the VIHA, any VIHA Data, without VIHA's prior written consent. In respect of remote support services, the Contractor shall be permitted to remotely access Personal Information from the Service Centre in accordance with the Stratified Troubleshooting Procedure.
- (c) In respect of services provided at Contractor's facilities that are located within Canada and that are described in the Agreement or otherwise Approved by VIHA, including facilities for the provision of data processing, hosting, and management services, facilities at which technology development or troubleshooting services will be provided, offices or other care facilities operated by a Contractor who is a health care professional, where the temporary or long term storage of and access to Personal Information is necessary for the performance of the Contractor's duties, (an "**Authorized Offsite**

Facility”), the Contractor shall access and use only such Personal Information as is necessary for the performance of the Contractor’s duties and shall ensure that the security of such Personal Information is maintained in accordance with Section 12.

- (d) In respect of services provided to or on behalf of VIHA at locations other than Authorized Offsite Facilities or premises that are operated by VIHA, such as private residences, residential care facilities and group homes, where temporary use of and access to Personal Information at such location is necessary for the performance of the Contractor’s duties (“**Temporary Sites**”), the Contractor shall, except as Approved by VIHA (i) transport to and maintain at the Temporary Site only such Personal Information that is necessary for the performance of the Contractor’s duties, (ii) promptly upon completion of the provision of services (or any contiguous portion thereof) at the Temporary Site remove all Personal Information from the Temporary Site, and (iii) ensure that, during such transportation and maintenance of Personal Information, the security of the Personal Information is maintained in accordance with Section 12.
- (e) Except as expressly Approved by VIHA, and subject to the additional requirements set out herein, the Contractor will ensure that Personal Information may be accessed only by Personnel or External Personnel (“**Authorized Personnel**”) who have entered into a Personnel Agreement and who have a need to access Personal Information or portion thereof in order to perform their job tasks (provided that such job tasks are in furtherance of the Services and are not inconsistent with the terms or the purpose of this Privacy Addendum).

Except as expressly Approved by VIHA, under no circumstances shall the Contractor enter into any relationship, contractual or otherwise, with another person involving sharing of or access to Personal Information.

5. No Access from Outside Canada

No Services that require access to Personal Information will be provided or performed by the Contractor in any location outside of Canada and no Personal Information will be transmitted, accessed, or otherwise made available in any manner outside of Canada and no person outside of Canada shall have access in any manner to Personal Information except as Approved by VIHA. The Contractor will notify VIHA prior to making any change to the location of any Authorized Offsite Location, Temporary Site, or any Service Centre.

6. Service Provision from Outside Canada

Services that do not require access to Personal Information and are in fulfillment of the Contractor’s obligations to VIHA may be provided or performed by the Contractor in any location outside of Canada as Approved by VIHA. The Contractor will notify VIHA prior to making any change to such location.

7. Return of VIHA Data

Upon the request of VIHA for any reason whatsoever including expiration or earlier termination of the Agreement, the Contractor will promptly provide to VIHA in a secure manner, or destroy promptly according to VIHA’s written instructions, all VIHA Data in the Contractor’s possession pursuant to the Agreement, if any, and will confirm that delivery or destruction to VIHA in writing. Notwithstanding the foregoing, the Contractor may retain copies of Personal Information that is under the control of VIHA to the extent

required pursuant to Applicable Laws of British Columbia and Canada. The Contractor shall not be entitled to, and hereby waives forever any and all right to, withhold any VIHA Data from VIHA to enforce any alleged payment obligation or in connection with any dispute relating to the terms of the Agreement or any other matter between VIHA and the Contractor.

8. Non-Disclosure of VIHA Data

Notwithstanding any other term of the Agreement or any other obligation or right of the Contractor, the Contractor Group and its Personnel shall not disclose to any person or allow any person to access any VIHA Data, except (i) if, and in the manner, expressly permitted pursuant to this Privacy Addendum, (ii) as Approved by VIHA and such Approval is consistent with permitted disclosures under FOIPPA, or (iii) pursuant to an order of a Canadian court, including without limitation, the Supreme Court of British Columbia, the Court of Appeal of British Columbia, or the Supreme Court of Canada (each, a “**Canadian Court**”), pursuant to Section 9 of this Privacy Addendum.

9. Disclosure of Personal Information as Required by Applicable Law

If the Contractor or any of its Personnel is required, in order to satisfy any Applicable Laws of Canada or British Columbia (and not, for greater certainty, any laws of any other country or jurisdiction), to disclose to any person or to allow any person to access any Personal Information other than as permitted in Section 8, the Contractor shall not disclose or allow access to the Personal Information unless and until (i) the Contractor has provided VIHA with written notice of such requirement, (ii) the Contractor and VIHA have appeared before a Canadian Court, and (iii) the Canadian Court has ordered that the Contractor disclose or allow access to the Personal Information.

10. Policies and Procedures

- (a) The Contractor will develop and maintain current policies and procedures specific to privacy and security as required by Applicable Laws. Those policies and procedures will at all times be consistent with this Privacy Addendum. The Contractor will provide copies of such policies and procedures to VIHA at the request of VIHA. The Contractor will advise VIHA of any material changes that it makes to such policies and procedures.
- (b) The Contractor will maintain a training plan that includes training all Authorized Personnel in all aspects of privacy and security as appropriate to their job function. Such plan shall be in a form that is acceptable to VIHA, acting reasonably.

11. Retention of Records

All records created, obtained, and maintained pursuant to the Agreement are to be retained by the Contractor in accordance with approved VIHA records retention policies, but, except as instructed by VIHA, not less than one year following completion of the Agreement. For greater certainty, the Contractor will not otherwise retain any Personal Information.

12. Security

- (a) The Contractor will make arrangements to maintain the security of VIHA Data to which it has access or of which it has custody by protecting VIHA Data regardless of form or media against such risks as unauthorized access, collection, use, duplication, modification, disclosure, or disposal, including complying with the security requirements set out in this Privacy Addendum and elsewhere in the Agreement. The Contractor shall at all times ensure that no remote access to the systems on which Personal Information is hosted or processed can occur (i) from outside of Canada or (ii) by any individual other than Authorized Personnel (acting solely in their capacity as Authorized Personnel).
- (b) The Contractor shall ensure that its access systems require individual user identification to be unique and re-authenticated each time access is made to VIHA Data.
- (c) The Contractor shall implement appropriate controls for the issue, change, cancellation and audit-process of user identifications and authentication mechanisms.
- (d) The Contractor shall ensure authentication codes and passwords are confidential, are pseudo-random in nature or vetted through a verification technique designed to counter triviality and repetition, are no fewer than 6 characters in length, are one-way encrypted, are excluded from automatic log-in procedures and are changed irregularly and at least semi-annually.
- (e) The Contractor shall maintain and implement formal procedures for terminated Authorized Personnel who have had access to VIHA Data to ensure revocation or retrieval of identity badges, keys, passwords and access rights.
- (f) The Contractor shall take reasonable steps to ensure that all Personal Information is securely segregated from all other data, including using physical segregation, password authorization, and public key encryption systems. The Contractor must store Personal Information on agreed-upon media using techniques enabling access only by authorized persons, including encryption and compression of Personal Information.

13. Electronic Audit Mechanisms

The Contractor shall implement an appropriate audit process, including tracing mechanisms, audit trails, and access logs in respect of all successful or attempted access to or disclosure or processing of VIHA Data, as is necessary or advisable to enable and audit compliance with the Contractor's obligations pursuant to this Privacy Addendum. For greater certainty, to the extent reasonably possible, the Contractor shall design and implement an automated, always-on auditing system which can be accessed by the VIHA to monitor access to and use of VIHA Data, which system creates an audit trail that automatically records the identity of anyone who accesses Personal Information, recording the date and time of access, and which flags access or access attempts that fall outside set criteria (e.g. access outside regular business hours).

14. Access for Audit

VIHA and/or its representatives may, at any time and on reasonable notice to the Contractor (other than in situations where VIHA determines in its sole discretion that there is a risk of potential disclosure of VIHA Data, in which case no advance notice is required), enter on the Contractor's premises to inspect any VIHA Data in the custody of the Contractor or to inspect any of the information management policies or practices of

the Contractor relevant to its management of Personal Information or its compliance with this Privacy Addendum and the Contractor must permit, and provide reasonable assistance to, any such inspection.

15. Privacy Representative

Immediately upon execution of the Agreement, the Contractor will appoint a representative to be responsible for monitoring and enforcing privacy and security measures, including, without limitation, the Contractor's compliance with this Privacy Addendum and FOIPPA.

16. Notification of Non-Compliance

The Contractor shall immediately provide written notification to VIHA of any breach or anticipated breach of this Privacy Addendum, disclosure or potential disclosure of VIHA Data contrary to this Privacy Addendum, or other risk with respect to the disclosure of or unauthorized access to VIHA Data, including without limitation if the Contractor becomes aware of the issuance or proposed issuance of any Conflicting Foreign Order, or any acts taken in furtherance thereof, which notification shall include the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance. Time is of the essence in such notification. In the case of any Conflicting Foreign Order the Contractor agrees to provide immediate verbal notice to VIHA by calling the Regional Manager, Information and Privacy, VIHA at (250) 370-8686. The Contractor will, as requested by VIHA, assist VIHA in investigating and preventing the recurrence of any such non-compliance or breach. The contractor shall, to the extent legally permissible, discipline all Personnel who do not comply with FOIPPA and this Privacy Addendum.

17. Compliance with FOIPPA and Directions

The Contractor hereby acknowledges and agrees that (i) it is familiar with the requirements of FOIPPA governing personal information and that VIHA is a public body subject to the provisions of FOIPPA and (ii) the Contractor's compliance with FOIPPA and this Privacy Addendum in respect of Personal Information shall have paramountcy over any compliance with laws of general application, including laws of other jurisdictions, having application to the Contractor.

18. Obligations of Personnel, External Personnel and Other Persons

The Contractor shall ensure, and hereby represents and warrants, as follows:

- (a) Except as otherwise expressly approved by VIHA, all Personnel and External Personnel who will have access to Personal Information shall be required to (i) understand and agree to abide by the requirements under this Privacy Addendum and FOIPPA as if that person were originally bound by FOIPPA and (ii) enter into a Personnel Agreement in a manner and form acceptable to VIHA. The Contractor will not permit any Personnel or External Personnel to have any access to Personal Information until such time as a Personnel Agreement has been signed and delivered to the Contractor by the Personnel or External Personnel, as applicable. Upon request by VIHA, Contractor shall provide to VIHA signed copies of such Personnel Agreements.
- (b) Any personnel of the Contractor Group, other than the Contractor, who will be providing any Services involving access to VIHA Data will be seconded to the Contractor during all

times such personnel provides such services and the secondment agreement in respect of any such personnel shall be in a form Approved by VIHA.

- (c) Subject to Canadian and British Columbia Applicable Laws, no Personnel who are foreign residents or foreign citizens (collectively, “**Foreign Personnel**”) shall have any access to Personal Information at any time unless expressly Approved by VIHA in advance. The Contractor shall not utilize Foreign Personnel for the purposes of accessing Personal Information unless absolutely required. Any activities of Foreign Personnel with respect to Personal Information shall be directly overseen by a Canadian citizen and resident who is not a Foreign Personnel, who has been expressly approved by VIHA, and who has signed a Personnel Agreement. For greater certainty, any Foreign Personnel that must access Personal Information (and that have been approved by VIHA) shall only do so from within Canada.

19. Subcontractors

The Contractor may not subcontract any of its obligations under the Agreement without the Approval of VIHA and the Contractor hereby acknowledges that such consent will only be provided if disclosure of VIHA Data to such subcontractor is permitted under Applicable Laws and if such subcontractor agrees in writing to be bound by the terms and conditions of this Privacy Addendum on the same basis on which the Contractor is bound. Whether expressly stated or not, all agreements between the Contractor and its subcontractors and any other members of the Contractor Group who have access or potential access to VIHA Data must, except as Approved by VIHA, include provisions consistent with all of the obligations in this Privacy Addendum. Except as Approved by VIHA, the Contractor may subcontract any of its obligations under the Agreement only to entities that are resident in Canada, are incorporated (or otherwise organized) pursuant to the laws of Canada, and are Canadian wholly-owned entities.

20. Investigations

In the event of an investigation initiated by VIHA and/or an investigation or other proceeding before a privacy commissioner or other institution or authority concerning the collection, use, disclosure, or otherwise by the Contractor or VIHA in respect of VIHA Data, the Contractor shall (i) cooperate with VIHA with respect to such investigation or proceeding, and (ii) defend and advocate the lawfulness of its personal information handling practices and its policies and procedures, as well as those of VIHA, through all available means of dispute resolution as provided for by Applicable Laws, all in cooperation with and as directed by VIHA.

21. Access Requests

In the event that the Contractor receives a notice (i) from an individual requesting access to VIHA Data, or (ii) otherwise pursuant to request for access or freedom of information provisions of any Applicable Laws, the Contractor shall immediately notify the Regional Manager, Information and Privacy, VIHA and shall assist VIHA to respond to such request, all in accordance with the directions of VIHA. This notification and assistance shall occur within a reasonable time frame to enable VIHA to meet the timing requirements under FOIPPA.

22. Default

Notwithstanding anything in the Agreement to the contrary, the Contractor and VIHA hereby agree that a breach by the Contractor of any sections of Privacy Addendum will

constitute a material default by the Contractor in respect of which VIHA may terminate the Agreement immediately upon written notice to the Contractor.

23. Corporate Structure

The Contractor shall ensure, and hereby represents and warrants that (i) the Contractor is incorporated in Canada, is resident in Canada, and is not controlled by a foreign person, and (ii) all directors of the Contractor will at all times be Canadian residents who are Canadian citizens unless otherwise approved by VIHA (e.g. landed immigrant, permanent residents). Any breach of this subsection would be deemed to be a material default by the Contractor under the Agreement. All directors of the Contractor will, upon request by VIHA, enter into agreements directly with VIHA pursuant to which the director will agree not to act or to direct any Personnel to act in a manner that is inconsistent with the terms of this Privacy Addendum.

24. Additional Representations, Warranties, and Covenants

In addition to the representations and warranties otherwise set forth in the Agreement, the Contractor represents, warrants, and covenants to VIHA that (i) the Contractor will at all times comply with and ensure that all of the Contractor Group comply with their obligations pursuant to the foregoing provisions of this Privacy Addendum, as such exist from time to time, and (ii) the Contractor shall ensure that, with respect to the Services and VIHA Data, VIHA remains in compliance with FOIPPA and all other applicable laws and regulations relating to the privacy of personal information.

- (a) General
- (b) The Contractor must comply with the provisions of this Privacy Addendum despite any conflicting provision of the Agreement, other Schedules thereto, any other agreement between the Contractor and VIHA, or the law of any jurisdiction outside Canada.
- (c) If a provision of the Agreement (including any direction given by VIHA under this Privacy Addendum) conflicts with a requirement of FOIPPA or an applicable order of the Information and Privacy Commissioner under FOIPPA, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict provided, however, that where, in VIHA's reasonable opinion, there is ambiguity regarding whether such provision is in conflict with any such requirement or order, such conflicting provision shall be inoperative only if and to the extent determined by VIHA and set out in a notice to the Contractor.

SCHEDULE G – WCB INSURANCE (L)

The Contractor will comply with the *Workers' Compensation Act* of the Province of British Columbia and in particular will obtain and maintain during the Term the necessary coverage for the Contractor and the Contractor's employees, and will, upon request by the VIHA, provide particulars of such coverage (including if required, the Contractor's Compensation Board registration number).

ADDITIONAL TERMS

Independent Living Occupant Inclusion/Exclusion Criteria

The following criteria will provide as a guide for the best fit for clients accessing the Independent Living services:

- Age 55+ with some exceptions (subject to approval of the operator);
- Maximum allowable annual income:
 - 24,500 for one bedroom unit (single or couple)
 - 20,000 for studio unit (single Occupant);
- Couples may occupy one room;
- Eligible for long term care and case management services (i.e. medium or high priority);
- Eligible for Independent Living;
- Either gender;
- Minimal to moderate mobility limitations (may use walkers or scooters);
- Require regular assistance with activities of daily living and/or supervision of nutrition or medication;
- Managed health issues such as incontinence, mental health issues, dementia or substance misuse;
- Assessed as being able to function well and benefit from a Independent setting; and
- Client is able to direct own care.

Exclusions:

- Unstable, severe health issues (e.g. any condition requiring 24 hour nursing or other professional care);
- Cannot regularly walk to or independently reach the dining room from their apartment;
- Loud, aggressive outbursts and/or other disruptive behaviour that are a threat to the building integrity or other Occupants;
- Smoking is not permitted in any building areas and units;
- Exhibit unsafe use of kitchen stove, where such behaviour cannot be managed or mitigated by adaptation of equipment;
- Behaviours requiring a secure environment for safety of self and other;
- Pets; and
- Unwilling to comply to agreed house rules.

Note: if a couple, one member of the couple may not meet the above criteria, except for exclusions.