



SAMPLE AGREEMENT – SUBJECT TO CHANGE

SUPPORTED RENT SUPPLEMENT PROGRAM SUPPORT SERVICES AGREEMENT

THIS AGREEMENT dated for reference <◆Date>
BCH File # <◆File ref>-02 / <◆Project ref>

BETWEEN

BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION

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

AND

<◆PROVIDER NAME>

<◆Provider's address>

(the "Provider")

REGARDING SERVICE PROVISION

Throughout the communities of

<◆Community>

AGREEMENT SUMMARY

PART 1 – BACKGROUND

1. The goal of the Supported Rent Supplement Program is to provide Support Services for individuals who are experiencing Homelessness or At Risk of Homelessness.
2. Support Services provided through this program are funded by the Province as part of the Provincial Homelessness Strategy to build an integrated and coordinated service delivery model, connecting individuals living in private market units to supports. The Provider identifies the appropriate Support Services for the individuals and can tailor Support Services to the needs and choices of the Recipients.
3. Support Services are provided in conjunction with a housing benefit provided under the Canada-BC Housing Benefit (CBCHB) program, which is funded by the Government of Canada pursuant to the National Housing Strategy and the CMHC – British Columbia Bilateral Agreement under the 2017 National Housing Strategy. The specific subject matter of this Agreement relates solely to the provincially-funded Support Services and the housing benefit is subject to separate agreement.
4. In entering into this Agreement, the Provider is confirming that it is lawfully permitted to deliver Support Services at <◆community/area/municipality>_____. BC Housing is entering into this Agreement in reliance upon this representation by the Provider.
5. The Provider will assist <◆#> Recipients who are experiencing Homelessness and/or At Risk of Homelessness and specifically the Provider will assist <◆#> Recipients from <list target group if applicable>. The Provider will provide Support Services to the Recipients, and BC Housing will provide funding, in accordance with the terms of this Agreement.
6. BC Housing and the Provider are working together to help Recipients acquire and maintain housing, and to accomplish this goal, each party recognizes that individuals need to be supported by effective, consistent services that meet their basic needs and support physical and mental wellness.
7. The delivery of services under this Agreement is guided by these principles:
 - a. consistency and fairness in service delivery;
 - b. services are accessible and Recipient-focused;
 - c. collaboration among providers and partnered agencies to improve service effectiveness;
 - d. operations are transparent and accountable; and
 - e. service environment is safe, secure, welcoming, equitable, culturally safe, and trauma informed.
8. BC Housing and the Provider will work together in good faith to openly confront issues and challenges, and attempt to resolve them expeditiously, always keeping the best interests of the Recipients in mind.
9. **Acknowledgements.**
 - a. The Provider is entering into this Agreement to deliver Support Services, and will do so in a proper, efficient and timely manner as would a prudent provider of similar services, and its fundamental purpose in doing so is to benefit the public interest.
 - b. The Provider is a fully independent self-governing entity registered under the *Societies Act* (British Columbia). Operation of the Provider is subject to its Constatting Documents and the *Societies Act* (British Columbia). The members of the Provider and its governing board are responsible for all affairs of the Provider related to both Provider operations in general and the ongoing management of its service provision.
 - c. BC Housing recognizes that the Provider was established for the advancement of specific social purposes prior to its decision to participate in this particular Agreement.
 - d. BC Housing recognizes that the Provider brings both tangible and intangible assetst. The Provider's board members serve on a voluntary basis, i.e., without recompense for their time and expertise. The Provider and the board bring resources, knowledge and expertise on such things as Recipient management and support, and services in the community.
 - e. The Provider and board are expected to create an environment that is supportive of the needs of the Recipients and to that purpose may provide services and activities not funded by this Agreement.

PART 2 – SERVICE DESCRIPTION

1. The Provider will deliver Support Services, which are beneficial to Recipients who are living in private market rental units. Support Services may be delivered to Recipients directly in their private market units or in a group setting and will be delivered in a way that supports individuals to obtain and maintain safe residences in a market setting.
2. The Support Services are intended to enhance system navigation for individuals experiencing Homelessness or At Risk of Homelessness and aims to address the intersecting realities of individuals who must access multiple systems to have their basic needs met.
3. If the Recipient moves, the Provider and BC Housing will work together to ensure the Recipient continues to receive Support Services. If the Provider is unable to provide Support Services to the Recipient in their new community, BC Housing at its sole discretion, may adjust the Support Services budget accordingly. The Provider will work collaboratively with BC Housing to identify a replacement service provider in the new community if needed.
4. The Support Services include:
 - a. Indigenous cultural supports and other culturally appropriate services;
 - b. housing supports;
 - c. social, emotional, and community supports;
 - d. personal living supports;
 - e. food security supports; and
 - f. <◆ #> Staff persons, as outlined in the approved staffing schedule which may be mutually amended from time to time.

PART 3 – AGREEMENT

1. **TERM.**
 - a. This Agreement is for a Term, beginning on <◆DATE>, and ending on <◆DATE> unless earlier terminated in accordance with this Agreement.
 - b. BC Housing reserves the right, at its sole discretion, to renew this Agreement, upon providing thirty (30) days' written notice.
2. **STANDARDS AND OUTCOMES.**
 - a. The Provider will meet its obligations under this Agreement throughout the Term and will provide written reports and other documentation in an acceptable form as outlined in *Schedules B and C*.
 - b. The following will be used to measure outcomes, in accordance with standards set out in *Schedule G*:

Outcome	Reporting/Tracking	Requirements
(1) Clients who are Housed remain Housed at six (6) and twelve (12) months	(1) Number and percentage of Clients who were housed who remain Housed at six (6) and twelve (12) months	(1) Requirements to be determined subject to collection of baseline data during the Term of this Agreement

3. **PAYMENT.** The Support Services Subsidy will be based on an annual budget approved by BC Housing, and provided directly to the Provider as set out in *Schedule B*.
4. **OTHER AGREEMENTS**
 - a. The Support Services are provided in conjunction with a CBCHB housing benefit and the Provider will concurrently enter into a CBCHB Agreement. Recipients will receive housing benefits under a separate agreement with the Provider, in addition to the Support Services delivered under this Agreement.
5. **ENTIRE AGREEMENT.**
All of the Schedules attached to this Agreement are an integral part of this Agreement:
Schedule A – General Provisions
Schedule B – Financial
Schedule C – Monitoring and Reporting
Schedule D – Recipient Eligibility

Schedule E – Authorization to Disclose Personal Information
Schedule F – Insurance
Schedule G – Standards

This Agreement contains the entire agreement between the parties and supersedes all previous expectations, understandings, communications, representations and agreements, whether verbal or written, between the parties with respect to the subject matter hereof.

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

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

<◆PROVIDER NAME>

Per its authorized signatories

Signature Date Signed

Print Name and Title

Signature Date Signed

Print Name and Title

BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION

Per its authorized signatories

Signature Date Signed

Print Name and Title

Signature Date Signed

Print Name and Title

SCHEDULE A – GENERAL PROVISIONS

A. DEFINITIONS

1. **"At Risk of Homelessness"** means individuals and families living in accommodation where tenancy will be terminated within three (3) months of application (e.g., given notice by landlord) and having no other Housing options, or living in time-limited housing designed to help them transition from Homelessness to living in a more permanent form of Housing (e.g., transitional housing or second-stage housing).
2. **"CBCHB Agreement"** means an agreement between BC Housing and the Provider entered into concurrently with this Agreement and pursuant to the Canada-British Columbia Housing Benefit program for the provision of housing benefits to eligible Recipients.
3. **"Coordinated Access and Assessment (CAA)"** means the process to ensure that individuals experiencing homelessness have fair and equitable access to appropriate housing. The system provides a common assessment process, using the Vulnerability Assessment Tool (VAT), and a single point of entry for individuals experiencing homelessness.
4. **"Commencement Date"** means the first day of the Term in the *Agreement Summary, Part 3, Clause 1*.
5. **"Constituting Documents"** means the constitution and bylaws of the Provider, including any amendments, registered with the appropriate registry.
6. **"Database"** means the computer application provided by BC Housing to meet the operational and informational needs of the Provider and BC Housing.
7. **"Fiscal Year"** means the Fiscal Year of the Provider as of the reference date of this Agreement, or as revised after agreement between BC Housing and the Provider.
8. **"Homelessness"** refers to a situation where an individual or family is not stably Housed or is living in temporary accommodation where they do not have control over the length and conditions of tenure and do not have adequate personal space. This includes living in: public spaces without legal claim (e.g., on the streets, in abandoned buildings or in tent cities); a homeless shelter, a transition house, a public facility or service (e.g., hospital, care facility, rehabilitation or treatment centre, correctional facility) and cannot return to Housing; or where they are financially, sexually, physically or emotionally exploited to maintain their shelter.
9. **"Housed or Housing"** is defined as accommodation allowing for tenancy of more than thirty (30) days, under conditions in which the individual/family has adequate personal space in an unsubsidized market rental unit.
10. **"Manageable Costs"** are costs that the Provider, or a prudent provider of similar services, is reasonably expected to control or manage, including but not necessarily limited to salaries, benefits, and administration.
11. **"Non-Manageable Costs"** are costs that the Provider, or a prudent provider of similar services, is not reasonably expected to control or manage, including but not necessarily limited to insurance.
12. **"Operating Deficit"** means the shortfall of revenue compared to expenses as dictated by the approved Support Services Budget and/or approved by BC Housing.
13. **"Operating Surplus"** means the excess of revenue over expenses as dictated by the approved Support Services Budget and/or approved by BC Housing.
14. **"Recipient"** means individuals or families eligible for Support Services.
15. **"Record"** means accounts, books, documents, maps, drawings, photographs, letters, vouchers, papers and any other thing on which information is recorded or stored by graphic, electronic, mechanical and other means, but does not include a computer program or any other mechanism that produces records.
16. **"Staff"** means personnel who have a role in providing safety, security, administrative and other services to Recipients.
17. **"Support Services"** means social support programs that encourage and enhance the well being, independence and self-reliance of Recipients in the area as agreed to between the Provider and BC Housing as set out in this Agreement.
18. **"Support Services Budget"** means the annual budget for the Support Services prepared by the Provider and approved by BC Housing as set out in *Schedule B*.
19. **"Support Services Subsidy"** has the meaning ascribed to it in *Schedule B*.
20. **"Term"** means the period set out in *Agreement Summary, Part 3, Clause 1*.
21. **"Vulnerability Assessment Tool (VAT)"** means the assessment tool used to measure an individual's level of vulnerability. The tool is designed for use by service providers accustomed to

interacting directly with individuals experiencing homelessness. Training is required to ensure reliable application of the tool. The results are then used by the Provider, or through the CAA process where applicable.

B. RESPONSIBILITY OF THE PROVIDER

1. **Role of the Provider.** The Provider:
 - a. will fulfill its obligations under this Agreement in a proper, efficient and timely manner as would a prudent provider of similar services, and in accordance with this Agreement; and
 - b. agrees and understands that it is solely responsible for all its obligations under this Agreement, including but not limited to its obligations arising as a result of any relationships between the Provider and the applicants, Recipients, and any and all relationships with third parties, volunteers, or other invitees.
2. **Corporate Organization.** The Provider will maintain a well-organized corporate structure and in particular will:
 - a. operate as a non-profit entity;
 - b. remain in good standing with the appropriate registry;
 - c. have a purpose that is consistent with the goal and principle of this Agreement;
 - d. not permit any director, officer, or member of the Provider to be remunerated except for reimbursement of any expenses necessarily and reasonably incurred by the director, officer, or member while engaged in the affairs of the Provider. Reasonable wages or salary paid to an employee of the Provider who is not an officer or director of the Provider are exempt from this section;
 - e. provide for the disposition of assets to an organization with a similar charitable purpose in the event of dissolution or wind up of the Provider;
 - f. not alter its Constatng Documents in any way that would make them inconsistent with the terms of this Agreement or that would render the Provider unable to fulfill its obligations under this Agreement;
 - g. provide BC Housing with a copy of the Provider's Constatng Documents as requested by BC Housing from time to time; and
 - h. maintain written policies and procedures regarding the Provider's operations, including safety and security, human resource management and tenant management.
3. **Compliance.** The Provider will remain in compliance with all applicable laws, bylaws, regulations, codes and corporate or contractual obligations and is responsible for obtaining and complying with all necessary approvals, licenses and permits relating to the Provider's obligations under this Agreement.
4. **Conflict of Interest.** The Provider will:
 - a. conduct its operations in accordance with the Provider's by-laws and in a manner such that no part of the operations, finances and other assets or resources of the Provider under this Agreement, are used directly or indirectly for the provision of any gain or benefit to any officer, director, employee, or member of the Provider or any entity or individual associated with, or related to them, without the prior written approval of BC Housing;
 - b. not, during the Term, enter into a contractual relationship with a third party, conduct business with, perform or receive a service for or provide advice to or receive advice from any entity or individual where such activity may, directly or indirectly, cause an actual or perceived conflict of interest, without the prior written approval of BC Housing; and
 - c. disclose any actual or perceived conflict of interest to the Provider and BC Housing in advance, and all such disclosure and any prior written approval from BC Housing will be recorded in the minutes of the meetings of the directors and/or the relevant committee of the Provider.
5. **Communication.** The Provider will notify BC Housing as soon as possible of any significant changes or incidents that may impact the Provider's obligations under this Agreement.
6. **Agency.** This Agreement will not be construed as creating any partnership or agency between BC Housing and the Provider and neither party will be deemed to be the legal representative of any other party for the purposes of this Agreement. Neither BC Housing nor the Provider will have, and will not represent itself as having, any authority to act for, to undertake any obligation on behalf of the other party, except as expressly provided in this Agreement.
7. **Restrictions on Authority.** The Provider will not commit or otherwise bind BC Housing to any agreements in any manner whatsoever, except to the extent specifically provided in this Agreement and in particular, without limiting the generality of the foregoing, the Provider will not

take any action, expend any sum, make any decision, give any consent, approval or authorization or incur any obligation with respect to any arrangement, except with the prior written approval of BC Housing, in its sole discretion.

C. RESPONSIBILITY OF BC HOUSING

1. **Role of BC Housing.** BC Housing's role is to support the Provider in meeting the parties' common goal of providing Support Services for Recipients, as set out in this Agreement.
2. **Provide Information.** BC Housing will provide the information required by the Provider to enable the Provider to carry out its responsibilities under this Agreement, and will provide that information in a timely manner.

D. RECORDS

1. **Information Management.** The Provider will comply with all applicable privacy legislation and will maintain accurate and complete operational Records, policies and practices necessary for its obligations under this Agreement.
2. **Procedures and Processes.** The Provider will:
 - a. notify BC Housing in writing immediately upon becoming aware of any breach of privacy or security involving the unauthorized access, collection, use, disclosure or disposal of information relating to its obligations under this Agreement;
 - b. if the *Information Management Act* (British Columbia) applies to the destruction of Records, notify BC Housing for consultation prior to the destruction; and
 - c. cooperate with BC Housing when BC Housing has a request under the *Freedom of Information and Protection of Privacy Act* (British Columbia) to which Records in the Provider's custody apply, by locating and disclosing the relevant Records as directed by BC Housing upon notice and without delay.
3. **Record Retention.** The Provider will retain all Records that pertain to its obligations under this Agreement for the retention period required under applicable provincial and federal laws, but for not less than seven (7) years following the date of receipt or production of those Records.
4. **Audits.** BC Housing and its agents have the right to inspect all Records related to, arising from, or maintained by the Provider to deliver the Provider's obligations, including the right of BC Housing and its agents to enter any premises used by the Provider to deliver the Provider's obligations or used to keep or store Records pertaining to the Provider's obligations under this Agreement, at any time after the delivery of notice to the Provider, and have the immediate right to make extracts from and take copies of those Records. The Provider acknowledges that disclosure to BC Housing and its agents, without consent from the individual the Record is about, for audit purposes, is permitted under information and privacy legislation.

E. LIABILITY

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

F. DISPUTE RESOLUTION

1. **Dispute Resolution.** The parties agree that the following dispute resolution process will be used:

- a. A meeting will be held promptly between the parties, attended by individuals with decision making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.
- b. If, within fourteen (14) days after such meeting or such further period agreed to by the parties in writing, the parties have not succeeded in negotiating a resolution of the dispute, the parties agree to try to resolve the dispute by participating in a structured negotiation conference with a mediator agreed upon by the parties or, failing agreement, under the Mediation Rules of Procedure of the British Columbia International Commercial Arbitration Centre, in which case the appointing authority is the British Columbia International Commercial Arbitration Centre.
- c. After dispute resolution attempts have been made under *Schedule A, Part F, Clauses 1.a-b*, any remaining issues in dispute will be determined by arbitration under the *Arbitration Act* (British Columbia), and the decision of the Arbitrator will be final and binding and will not be subject to appeal on a question of fact, law or mixed fact and law.

G. DEFAULT AND TERMINATION

1. **Event of Default.** Any of the following events will constitute an event of default by the Provider under this Agreement;
 - a. the Provider fails to comply with any provision of this Agreement;
 - b. the Provider fails to remain in good standing with the appropriate registry;
 - c. the Provider is in breach of or fails to comply with any applicable law, regulation, license or permit;
 - d. the Provider is in default under their Canada-British Columbia Housing Benefit Agreement;
 - e. any representation or warranty made by the Provider under this Agreement is found to be untrue or incorrect; or
 - f. if the Provider knew or ought to have known any information, statement, certificate, report or other document furnished or submitted by, or on behalf of, the Provider pursuant to, or as a result of, this Agreement is untrue or incorrect.
2. **Default.** Upon the occurrence of any event of default set out in *Schedule A, Part G, Clause 1*, BC Housing will provide written notice to the Provider which sets out the breach and the date by which the breach must be rectified. The Provider will be given thirty (30) days to rectify the breach or such longer period as determined solely by BC Housing.
3. **Termination on Continued Default.** If the Provider fails to comply with a written notice given in accordance with this Agreement within the specified period of time, BC Housing, in its sole discretion, may immediately terminate this Agreement or appoint a receiver.
4. **Additional Remedies.** Upon the occurrence of any event of default set out in *Schedule A, Part G, Clause 1*, BC Housing may, in addition to and without prejudice to BC Housing obtaining any other remedy, reduce or suspend any payment that would otherwise be payable by BC Housing to the Provider pursuant to this Agreement.
5. **Early Termination.** Notwithstanding anything stated to the contrary in this Agreement, the parties agree that BC Housing will have the right at any time, by giving twenty-four (24) hours' written notice to the Provider, to terminate this Agreement in any of the following events:
 - a. upon the bankruptcy of the Provider;
 - b. upon the Provider ceasing to operate on a non-profit basis; or
 - c. upon the dissolution of the Provider.
6. **Termination Without Cause.** Either party may terminate this Agreement at any time during the Term by giving to the other party 90 days' written notice and this Agreement will terminate on the 90th day following receipt of such notice.
7. **Termination of Related Agreements.** Should the CBCHB Agreement be terminated for any reason, BC Housing may immediately terminate this Supported Rent Supplement Program Agreement.
8. **Adjustments on Termination.** Upon the termination of this Agreement, however effected, the parties will forthwith complete all necessary accounting and adjustments between them to effectively reconcile and finalize their obligations pursuant to this Agreement.

H. GENERAL PROVISIONS AND INTERPRETATION

1. **Headings.** The headings in this Agreement form no part of the Agreement and will be deemed to have been inserted for convenience only.
2. **Notices.** All notices, demands or requests of any kind, which the Provider or BC Housing may be required or permitted to serve on the other in connection with this Agreement, will be in writing

and may be served on the parties by registered mail, personal service, fax or other electronic transmission, to the addresses set out on the cover page. Any notice, demand or request made to BC Housing, to be effective, will be addressed to the BC Housing representative assigned to this matter by BC Housing.

3. **Change of Address.** Either party from time to time, by notice in writing served upon the other party, may designate a different address or different or additional personnel to which all those notices, demands or requests are thereafter to be addressed.
4. **Time.** Time is of the essence of this Agreement. If either party expressly or impliedly waives this requirement, that party may reinstate it by delivering notice to the other party. Any time specified in this Agreement for observing or performing an obligation is local time in Vancouver, British Columbia.
5. **Governing Law.** This Agreement is to be governed by and construed and enforced in accordance with the laws of the Province of British Columbia, which will be deemed to be the proper law hereof and the courts of British Columbia will have the non-exclusive jurisdiction to determine all claims and disputes arising out of this Agreement and the validity, existence and enforceability hereof.
6. **Validity of Provisions.** If a court of competent jurisdiction finds that any part of this Agreement is invalid, illegal or unenforceable, that invalidity, illegality or unenforceability does not affect any other provisions of this Agreement. The balance of the Agreement is to be construed as if that invalid, illegal or unenforceable provision had never been included, and is enforceable to the fullest extent permitted at law or at equity.
7. **Waiver.** No consent or waiver, expressed or implied, by a party of any default by the other party in observing or performing its obligations under this Agreement is effective unless given in writing, nor is it a consent or waiver of any other default. Failure on the part of either party to complain of any act or failure to act by the other party or to declare the other party in default, irrespective of how long that failure continues, is not a waiver by that party of its rights under this Agreement or at law or at equity.
8. **Extent of Obligations and Costs.** Every obligation of each party in this Agreement extends throughout the Term. To the extent an obligation ought to have been observed or performed before or upon the expiry or earlier termination of the Term, that obligation, including any indemnity, survives the expiry or earlier termination of the Term until it has been observed or performed.
9. **Statutes.** Any reference in this Agreement to a provincial or federal statute includes the statute as it exists on the reference date of this Agreement and any subsequent amendments or replacements.
10. **Binding Effect.** This Agreement will enure to the benefit of and be binding upon the successors and permitted assigns of the parties, as applicable.
11. **Counterparts.** This Agreement may be validly executed and delivered by the parties hereto in any number of counterparts and all counterparts, when executed and delivered, will together constitute one and the same instrument. Executed copies of the signature pages of this Agreement sent electronically will be treated as originals, fully binding and with full legal force and effect, and the parties hereto waive any rights they may have to object to such treatment, provided that this treatment will be without prejudice to the obligation of the parties hereto to exchange original signatures as soon as is reasonably practicable after execution of this Agreement, but failure to do so will not affect the validity, enforceability or binding effect of this Agreement.
12. **Assignment and Subcontracting.**
 - a. The Provider will not without the prior written consent of BC Housing:
 - i. assign, either directly or indirectly, this Agreement or any right of the Provider under this Agreement; or
 - ii. subcontract any obligation of the Provider under this Agreement.
 - b. No subcontract entered into by the Provider will relieve the Provider of any of its obligations under this Agreement or impose upon BC Housing any obligation or liability arising from any such subcontract. The Provider must ensure that any subcontractor fully complies with this Agreement in performing the subcontracted services.

SCHEDULE B – FINANCIAL

A. BUDGET SUBMISSION AND APPROVAL

1. Budget Submission.

- a. At least four (4) months prior to the end of each Fiscal Year, the Provider will submit to BC Housing for approval their proposed budget for the upcoming Fiscal Year, in a format approved by BC Housing.
- b. The Provider's annual budget submission will show all anticipated operating expenses, including utilities, supplies, insurance, wages and administrative fees.
- c. The Provider will also submit, at the same time as the proposed budget, a staffing schedule for the subsequent Fiscal Year in a format approved by BC Housing from time to time.

2. Budget Approval.

- a. BC Housing will endeavor to approve the Support Services Budget for any Fiscal Year prior to the start of that Fiscal Year. The budget submissions will follow the account codes used by BC Housing and such account codes may be changed from time to time with at least thirty (30) days' written notice.
- b. The Provider will not exceed the total approved for the Support Services Budget without the prior written authorization of BC Housing.

- 3. Budget Adjustments.** BC Housing may make budget adjustments as necessary from time to time, including but not necessarily limited to the following:
- yearly adjustments as part of the annual budget approval process outlined in *Schedule B, Part A, Clauses 1 and 2*;
 - mid-year adjustments arising from an increase in Non-Manageable Costs, as outlined in *Schedule B, Part D, Clause 1*;
 - mid-year adjustments to reflect any changes made under the CBCHB Agreement, including a reduction in the number of housing benefits; or
 - adjustments at any time following the outcome of a financial review.

B. SUBSIDY PAYMENT

- 1. Monthly Payment.** The Support Services Subsidy will be paid to the Provider in advance on a monthly basis, and reconciled annually or mid-year. The Provider will maintain a bank account to facilitate electronic fund transfers.
- 2. Limit.** Except as set out in *Schedule B*, BC Housing will not be required to pay any other payments to the Provider for the delivery of the Support Services.

C. SUPPORT SERVICES BUDGET

- 1. Support Services Subsidy.** BC Housing will allocate funds to enable the Provider to deliver Support Services to the Recipients.
- 2. Expenses.** The Provider will be responsible for applying the Support Services Subsidy to pay for all costs associated with the provision of Support Services. Such costs will include, but are not limited to:
 - a. liability and other insurance required to be provided by the Provider hereunder, except to the extent such insurance may already be carried by the Provider and attributable to its operations other than the provision of the Support Services;
 - b. staffing costs in relation to the Support Services; and
 - c. applicable administration costs, including accounting and legal fees.

D. OPERATING DEFICIT AND SURPLUS

- 1. Operating Deficit.** The Provider is solely responsible for covering any Manageable Cost increases in any Fiscal Year. BC Housing is responsible for Non-Manageable Cost increases and will address such increases during the annual budget approval process outlined in *Schedule B, Part A, Clause 1*. In the event that there are unanticipated mid-year increases in Non-Manageable Costs, such costs will be covered by BC Housing in one of the following ways:
 - a. the increases can be covered by an extraordinary expense payment approved by BC Housing;
 - b. through a request for a mid-year budget adjustment that increases the subsidy to cover the unanticipated expense; or
 - c. through an operating deficit payment issued at the time of financial review.

Where Non-Manageable Cost increases are covered by BC Housing, the BC Housing representative may adjust the Support Services Budget in the following year to reflect the change in expenditures by the Provider.

2. **Operating Surplus.** If, at any time, the Provider accumulates an Operating Surplus, BC Housing at its sole discretion, may:
 - a. require the Provider to make a repayment to BC Housing, in an amount to be determined by BC Housing;
 - b. adjust the Support Services Budget;
 - c. allow the Provider to retain a portion of the Operating Surplus, in which case the Provider will make expenditures, as approved by BC Housing, from the Operating Surplus to:
 - i. remedy an Operating Deficit incurred in a previous Fiscal Year; or
 - ii. make payments towards programs that are beneficial to the Recipients; and
 - d. allow the Provider to make payments for any other purpose that is consistent with the provision of affordable housing.

E. TRANSFER OF FUNDS

1. **Transfer of Funds.** Upon the termination of this Agreement, regardless of cause or at the request of BC Housing, all accumulated Operating Surplus obtained by the Provider pursuant to this Agreement will be transferred to BC Housing and a reconciliation of the operating balance will be forwarded.

F. FINANCIAL MANAGEMENT AND ADMINISTRATION

1. **Finances.** The Provider will establish written policies and procedures for effective control of finances for the delivery of Support Services at the Development and, in particular, will:
 - a. establish and maintain books of account and retain invoices, receipts and vouchers for all expenses incurred in form and content satisfactory to BC Housing, to be used as the basis for the calculation of the payment as set out in *Schedule B*;
 - b. have sound financial operating written policies and procedures in place, including record keeping and financial statements in accordance with Canadian Accounting Standards;
 - c. establish corrective course of action on problematic accounts; and
 - d. establish purchasing guidelines including selection criteria for contracting service provisions to third parties.
2. **Fiscal Year.** The Provider's Fiscal Year will end on <◆ Fiscal year end date>.
3. **Auditor.** The Provider will appoint an auditor of the Provider who will be in good standing in accordance with the laws of the Province of British Columbia and will not be a member of the Provider. The Provider will cause the auditor to audit their financial statements in accordance with Canadian Generally Accepted Auditing Standards and express an opinion on those financial statements. The Provider. BC Housing reserves the right to decrease these requirements at its sole discretion.

G. ANNUAL FINANCIAL REVIEW

BC Housing will conduct an annual financial review of the Provider. To facilitate the annual financial review, the Provider will:

1. submit audited financial statements and a copy of the related auditor's management letter, to BC Housing within four (4) months after the end of each Fiscal Year. Where the Provider provides services in addition to those provided under this Agreement (e.g., homeless outreach, affordable housing, etc.), the audited financial statement will include a separate Schedule of Revenue and Expenditure for each service provided in a format approved by BC Housing from time to time;
2. include details of any funding received from another agency or organization and used by the Provider to co-fund the delivery of Support Services;
3. provide an auditor's letter or notes with the audited financial statements indicating that any Operating Surplus is being spent and accounted for as outlined in this Agreement; and
4. submit other financial information requested by BC Housing in a format approved by BC Housing from time to time.

SCHEDULE C – MONITORING AND REPORTING

A. REGULAR REPORTING

1. Regular reporting allows BC Housing to identify program and service trends, and to monitor the Provider's compliance with the requirements of this Agreement.
2. The Provider will strive on a daily basis to enter the Recipient information into the Database. If the Provider is unable to enter this information daily, the Provider will do so within seven (7) days of providing a Support Service.
3. Where applicable, the Provider will also use CAA as a source of referrals.
4. BC Housing acting reasonably, reserves the right to change the reporting requirements from time to time, with at least thirty (30) days' written notice to the Provider provided that, if there are additional costs to the Provider in complying with new requirements, BC Housing will adjust the Support Services Budget to reflect the increased costs as agreed to by both parties.

B. OPERATIONAL REVIEW

1. From time to time, BC Housing will conduct an on-site operational review to determine compliance with the terms of this Agreement and any other agreements between the Provider and BC Housing.
2. BC Housing will provide the Provider with at least thirty (30) days' written notice of such an operational review.

SCHEDULE D – RECIPIENT ELIGIBILITY

A. RECIPIENT ELIGIBILITY

1. Support Services must be provided in conjunction with a housing benefit pursuant to the CBCHB program. In order to be eligible for Support Services, Recipients must therefore be in receipt of, or eligible to start receiving in conjunction with Support Services, a housing benefit pursuant to the CBCHB program.
2. The Supported Rent Supplement Program is primarily intended to support individuals experiencing Homelessness or At Risk of Homelessness. Recipients must fall within a vulnerable population, including:
 - a. People Experiencing Homelessness or At Risk of Homelessness, including those sheltering outdoors, in encampments, in emergency shelters, Single Room Occupancies (SROs), supportive recovery houses, leaving correctional or treatment facilities with no return address, moving between temporary housing, supportive housing or do not have their own rooms or options for self-isolation;
 - b. Women and children experiencing or at risk of violence;
 - c. Indigenous peoples;
 - d. People with disabilities;
 - e. People dealing with mental health and addictions issues;
 - f. Veterans;
 - g. Racialized communities;
 - h. Newcomers and refugees;
 - i. Youth leaving care or At Risk of Homelessness.
3. The parties recognise that a private market setting may not be appropriate for all individuals in need of supports, particularly those who require a higher level of care than can be provided in a private market context. In order to prioritize the safety and wellbeing of Recipients, the Provider is encouraged to consider the following candidate profile as a recommended guideline, in addition to exercising best practices in individual client care and Recipient selection;
 - a. Indigenous individuals and families seeking reunification and/or appropriate rehousing;
 - b. Refugee claimant/ refugee/ immigrant and other newcomer individuals and families At Risk of Homelessness;
 - c. People identifying a need for rehousing with “chosen family” or “street family”;
 - d. People identifying an interest to live in a room share/roommates arrangement (potential to meet identified needs of TGD2S+ and other marginalized/vulnerable populations who desire to live in community);
 - e. People (women, youth, 2SLGBTQIA+, etc.) fleeing family violence with or without children;
 - f. People with disabilities, including those in existing supportive housing, that require access to housing that meets their accessibility requirements (look to layer any additional supports to improve functional accessibility of market rental unit);
 - g. People living in existing supportive housing who are:
 - i. Ready to move to independent housing in regions where the housing benefit is feasible to access market rental rates (e.g. STEP program participants in City of Vancouver), or;
 - ii. Require the rent supplement to augment their current earnings to access market rentals where they currently or desire to reside; and
 - h. People who report/demonstrate low substance use with the ability to consume without supervision or immediate support (moderate alcohol or cannabis use).

4. Wherever possible, Recipients who relocate to an alternative eligible rental unit anywhere in British Columbia must continue to have the ability to receive Support Services, provided they continue to meet all other eligibility requirements. In the event the Provider is unable to continue providing the Support Services to an eligible Recipient due to geographic location, the Provider will advise BC Housing immediately. BC Housing at its sole discretion, may adjust the Support Services budget accordingly. The Provider will work collaboratively with BC Housing to identify a replacement service provider in the new community if needed.

SCHEDULE E – AUTHORIZATION to disclose personal information

If a Recipient's information needs to be shared with other service agencies, the Recipient's permission must be obtained in writing prior to sharing the information. The EXCHANGE OF INFORMATION FORM below, or an equivalent form that meets the requirements of the *Personal Information Protection Act* (British Columbia) and the *Freedom of Information and Protection of Privacy Act* (British Columbia), may be used.

SUPPORTED RENT SUPPLEMENT PROGRAM
<◆ PROVIDER NAME>
EXCHANGE OF INFORMATION

Part 1 – To OBTAIN information

I, _____, born on (date) _____

authorize _____ to obtain the minimum information necessary from:

Agency name: _____

Agency contact: _____

Address: _____

Phone: _____

For the purpose of: _____

This consent is effective for six months from the date of signing unless withdrawn by me in writing.

Signature: _____ Witness: _____

Date: Month _____ Day _____ Year _____

Part 2 – To RELEASE information

I, _____, born on (date) _____

authorize _____ to release the minimum information necessary to:

Agency name: _____

Agency contact: _____

Address: _____

Phone: _____

For the purpose of: _____

Signature: _____ Witness: _____

This consent is effective for six months from the date of signing unless withdrawn by me in writing.

Dated at _____ this _____ day of _____, _____

<◆ Provider name> complies with all applicable privacy laws. If you have questions about the way we handle your private information, please ask to speak to the Executive Director.

SCHEDULE F – INSURANCE

A. INSURANCE – THE PROVIDER

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

SCHEDULE G – STANDARDS

The Provider is also required to meet the following support service standards as part of this Agreement:

A. SUPPORT SERVICES

1. Where the Provider implements social and recreational programs, educational or life skill building activities for Recipients, a schedule of activities and opportunities for community participation and education will be maintained and made accessible to Recipients.
2. Where the Provider connects Recipients with community based supports and services (such as education, employment, health and life skills), all reasonable efforts will be made to take advantage of community resources such as social service organizations, community groups and qualified volunteers to enhance the activities and experiences of Recipients and to promote Recipients' involvement and healthy engagement in the wider community.
3. Notwithstanding the foregoing, the Provider is not expected to deliver Support Services to individuals in circumstances where the safety and/or security of the Provider or any other individual may be threatened.
4. The Provider will engage in multi-agency collaboration, community forums, collaborative tables and other collaboration processes with partners, as these are developed, to improve service delivery to the Recipients.

Indigenous Cultural Supports

Goal	Ensure accessible Indigenous cultural supports are integrated into different settings and designed to support the target population across settings. Ensure a distinction-based approach for First Nations, Métis and Inuit peoples in B.C. Acknowledging that cultural supports are specific to nations and embed cultural safety and humility in all supports & settings.
Function	Indigenous cultural supports will promote healing through connections to land, culture and community. This could include dedicated services, roles, events and ceremonies.

Housing Supports

Goal	Strengthen coordination & integration of housing supports across different settings & ensure these supports are accessible & inclusive for the target population across settings.
Function	Promote housing stability & access to housing through: <ul style="list-style-type: none"> • Tenancy/ housing support • Landlord liaison • Housing coordination • Homeless/housing outreach • Housing Coordination & liaison • Security • Building maintenance • Personal living skills related to housing stability (maintaining a healthy space) • Culturally safe supports • Supports for people with pets

Social, Emotional, and Community Supports

Goal	Ensure accessible and inclusive social, emotional and community supports are integrated into different settings & designed to support the target population across settings.
Function	Connect people with culturally safe programs and services in the community to promote well-being and community belonging, including family services, recreational opportunities, crisis intervention, income education and employment supports, community-based mental health, behavioural & social/emotional counseling and supports, and multi-cultural supports and multi-lingual supports to reach target communities.

Personal Living Supports

Goal	Ensure appropriate level of personal care and personal living support, including assisting with activities of daily living, is provided to target population across settings. This may be integrated in other supports, i.e., health and housing.
Function	Provide various levels of support to assist people with personal care and living skills, including activities of daily living such as grocery shopping, laundry, pet management and care, crisis intervention; and assisting with arranging home care aide, medication management, and personal hygiene routines. Ensure cultural safety & competency when providing these supports.

Food Security Supports

Goal	Strengthen access to food to improve food security for target population across settings. This may be integrated in other supports, i.e., housing and Indigenous cultural supports.
Function	<p>Direct food access programs: Provide meals/food programs and services, including culturally preferable and traditional foods. Build capacity of community organizations, including Indigenous organizations, to expand food access programming.</p> <p>and nutrition supports: Empower clients to autonomously access food in their community (e.g., grocery store vouchers/gift cards, coupons through the BC Farmers’ Market Nutrition Coupon Program) Provide equipment/infrastructure to support clients with food preparation in housing settings Strengthen/expand food access programming to include food literacy component where appropriate to support improved food knowledge and skills (e.g.: facilitated community kitchen model).</p>