



**SAMPLE AGREEMENT – SUBJECT TO CHANGE**

**EMERGENCY SHELTER PROGRAM**

**SUPPORT SERVICES AGREEMENT**

**FOR TEMPORARY SHELTERS**

THIS AGREEMENT dated for reference <◆DATE>

BCH File < ◆file#-02 / <◆project reference#>

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

at <◆Development Name>

<◆ Development Address>

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## AGREEMENT SUMMARY

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### PART 1 PROGRAM SUMMARY

1. The Emergency Shelter Program (ESP) for Temporary Shelters (the “Temporary Shelters”) funds providers to offer community based services that provide extra emergency shelter spaces as required when the health and safety of individuals experiencing Homelessness or At Risk of Homelessness is threatened. The Temporary Shelters provide Essential Services to meet the Clients’ immediate needs for overnight accommodation, basic nutrition and hygiene, plus a range of Gateway Services to help the Clients break the cycle of Homelessness.
2. This initiative is designed to fund time-limited, temporary shelter spaces in communities where there is not sufficient emergency shelter bed capacity.
3. The ESP for Temporary Shelters is guided by these principles:
  - a. Core Services are accessible and Client focused.
  - b. Operations are transparent and accountable.
  - c. The service environment is welcoming, safe and secure.
  - d. Collaboration among providers to improve service effectiveness.

### PART 2 THE SHELTER

1. In entering into this Agreement, the Provider is confirming that it is lawfully permitted to deliver the Core Services at the Shelter for the duration of the Term of this Agreement. BC Housing is entering into this Agreement in reliance upon this representation by the Provider.

### PART 3 SERVICE DESCRIPTION

1. The Temporary Shelter Core Services include the provision of:
  - a. Essential Services that meet Clients’ immediate needs for accommodation, nutritious meals and basic hygiene; and
  - b. Gateway Services that help Clients break the cycle of homelessness by connecting them to Support Services and appropriate Housing.
2. The Provider will provide Services in accordance with the standards specified in *Schedule F*.
3. In addition, Temporary Shelter service providers are encouraged to engage in communication, partnerships and innovative initiatives with other providers of services to individuals experiencing homelessness to improve services available.
4. The Provider is a fully independent self-governing entity registered under the *Societies Act*. Operation of the Provider is subject to its Constatting Documents and the *Societies Act*. 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 the Shelter.
5. In entering this Agreement with the Provider, 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.
6. BC Housing recognizes that the Provider brings both tangible and intangible assets to the Shelter. 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 property management, client management and client support, and services which specifically relate to the Shelter and its location.
7. The Provider is expected to create an environment that is supportive of the needs of the Clients and provide a sense of community within the Shelter and to that purpose may provide Client services and activities not funded by this Agreement.

## PART 4 AGREEMENT

The parties agree as follows:

1. **Term**
  - a. This Agreement will start on <◆DATE> and end on <◆DATE>, unless earlier terminated in accordance with this Agreement.
  - b. BC Housing reserves the right, at its sole discretion, to renew this Agreement, upon providing thirty (30) days' written notice.
  - c. Should this Agreement be renewed, the terms and conditions of this Agreement, including the process for termination as outlined in *Schedule A*, shall remain in place as agreed, except that payments for this program will be adjusted according to the review of the Operating Budget as may occur from time to time as outlined in *Schedule B*.
2. **Essential and Gateway Services**

The Provider will:

  - a. provide Temporary Shelter Services at <◆Program Address> for <◆#> hours per day, seven (7) days per week, inclusive of all Statutory Holidays;
  - b. provide <◆#> emergency shelter spaces to be used by Clients, starting <◆Date> and closing on or before <◆Date>;
  - c. provide Essential Services to the Clients, including the provision of <◆#> Meals per day;
  - d. refer Clients to other community-based services, as appropriate, in cases where an individual is not eligible for the service, or cannot be accommodated by the Provider;
  - e. provide Gateway Services to all Clients in order to provide assistance in obtaining Housing, and connecting them to referrals and Support Services; and
  - f. work with staff from other community agencies, including BC Housing, to help secure Housing for Clients.
3. **Payments**
  - a. BC Housing will provide funding to the Provider in the amount specified in *Schedule B, Part C* as negotiated by the Provider and BC Housing prior to the execution of this Agreement and as reviewed from time to time as set out in *Schedule B, Part A*.

## **BC Housing Emergency Shelter Program – Temporary Shelters – Agreement Summary**

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter of this Agreement.

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

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

**<◆PROVIDER NAME>**

**BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION**

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**SCHEDULE A – GENERAL PROVISIONS**

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**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. **Client** means individuals and families eligible for Services as set out in *Schedule D, Part A*.
3. **Commencement Date** means the first day of the Term of this Agreement, as outlined in *Agreement Summary Part 4, Clause 1.a*.
4. **Constituting Documents** means the constitution and bylaws of the Provider, together with any amendments, as registered with the appropriate registry.
5. **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.
6. **Core Services** means the provision of Essential Services and Gateway Services to Clients.
7. **Database** means the computer application provided by BC Housing to meet the operational and informational needs of the Provider and BC Housing.
8. **Development** means the building in which Services are offered.
9. **Emergency Shelter Component** means the space or facilities in the Development used exclusively or partially for the provision of the Services.
10. **Essential Services** means the provision of safe, accessible, emergency shelter accommodation including meeting the Clients' nutrition and hygiene needs.
11. **Fiscal Year** means the Provider's Fiscal Year which will end on <◆Date> or as otherwise agreed by the parties.
12. **Gateway Services** means services with a strong Housing focus by providing assistance to Clients in obtaining Housing and connecting them to referrals and Support Services. Gateway Services includes assessment using the Vulnerability Assessment Tool (VAT) and the Coordinated Access and Assessment (CAA) system, Case Planning, information and referrals that assist Clients to access key Support Services in the community. Services stay focused on moving people into Housing with appropriate support as quickly as possible.
13. **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.
14. **Housing 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. This range includes supported, transitional housing to independent social or private market housing. This definition does not include emergency shelters or transition houses.
15. **LGBT2Q+** means an evolving acronym for lesbian, gay, bisexual, trans, two-spirit, queer, and additional identities.
16. **Manageable Costs** are costs that the Provider, or a prudent operator of similar property and services, is reasonably expected to control or manage, including but not necessarily limited to salaries, benefits, maintenance and administration.
17. **Meal** means portions of food from at least three (3) of the food groups in the Eating Well with Canada's Food Guide sufficient to meet the intake requirements outlined in the Eating Well with Canada's Food Guide.
18. **Non-Manageable Costs** are costs that the Provider, or a prudent operator of similar property and services, is not reasonably expected to control or manage, including but not necessarily limited to insurance, property tax and utilities.

19. **Operating Budget** means the budget for the Services approved by BC Housing, in accordance with *Schedule B*.
20. **Operating Deficit** means the shortfall of revenue compared to expenses as dictated by the approved Operating Budget and/or approved by BC Housing.
21. **Operating Surplus** means the excess of revenue over expenses as dictated by the approved operating budget and/or approved by BC Housing.
22. **Provincial Government** means Her Majesty the Queen in Right of the Province of British Columbia.
23. **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.
24. **Services** means the services to be provided by the Provider to Clients as set out in the *Agreement Summary* and *Schedule F*.
25. **Support Services** may include services to maintain Housing, employment and life skills programs, medical services, addictions treatment, or mental health services among other services. While Support Services can be made available directly onsite, they are more typically provided by other agencies outside the emergency shelter.
26. **Term** means the period of time this Agreement is in effect, as defined in the *Agreement Summary, Part 4, Clause 1*
27. **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 to appropriately match Clients with Housing.

**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 Clients, 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 consistent with the principles of the ESP;
  - 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 Constatting Documents in any way that would make them inconsistent with the terms and conditions 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 Constatting 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 Client 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. The Provider will provide BC Housing with details on all critical incidents significant enough to threaten the continuous operation of the Services such as fire, floods, infectious disease outbreaks, the serious injury or death of Clients or staff on site and any events that garner media attention. These critical incidents should be reported to BC Housing as soon as reasonably possible but no later than twelve (12) hours after the incident occurring.
- 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.

**C. RESPONSIBILITY OF BC HOUSING**

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

**D. GENERAL OPERATIONS**

- 1. **Client Access and Treatment.** The Provider will ensure that:
  - a. Services will be accessible to Clients without unlawful discrimination on the basis of race, religion, culture, sexual orientation, gender identity, social condition, or level of physical ability.
  - b. each Client accessing Services is accorded independence from the religious, political and social beliefs or affiliations of the Provider's employees and volunteers;
  - c. while discriminatory criteria for admission are not tolerated, the Provider is not expected to deliver Services to individuals in circumstances where the safety and/or security of the Provider or any other individual may be threatened;
  - d. an atmosphere of dignity and respect for all Clients is to be maintained; and

- e. written operating policies are in place, including a system for review of complaints and conflict resolution.
- 2. **Maintenance.** The Provider will maintain the Development in a state of good repair for the benefit of the Clients and the community in which the Development is located, and, in particular, will:
  - a. ensure the Development is clean, sanitary, safe and free from hazards;
  - b. ensure that the Development complies with all applicable statutory health and safety standards and that all required inspections are carried out regularly by the appropriate authorities; and
  - c. ensure that fire regulations are observed and that fire inspections are carried out regularly by the appropriate authorities.
- 3. **Privacy and Information Management.**
  - a. **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.
  - b. **Confidentiality Agreement.** The Provider will ensure that all staff members enter into a confidentiality agreement with BC Housing for use of the Database before obtaining access to the Database.
  - c. **Procedures and Processes.** The Provider will:
    - i. comply with the privacy policies, procedures and processes associated with the use of the Database established by BC Housing, and as may be amended by BC Housing from time to time;
    - ii. use the Database provided by BC Housing to collect and report on the Services, where applicable;
    - iii. 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;
    - iv. if the *Information Management Act* (British Columbia) applies to the destruction of Records, notify BC Housing for consultation prior to the destruction; and
    - v. 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.
  - d. **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. Records pertaining to children and youth must be retained for seven (7) years after the child or youth reaches the age of majority. In British Columbia, the age of majority is nineteen (19) years old. This will ensure the rights of a minor to access their records or to initiate a legal action in accordance with the *Limitation Act*.
  - e. **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 of Provisions.** The obligations set out in *Schedule A, Part E, Clauses 1 and 2* survive termination of this Agreement.
  4. **Representations and Warranties.** The Provider represents and warrants to BC Housing with the intent that BC Housing will rely thereon in entering into this Agreement that:
    - a. all statements contained in any certificate, application, proposal or other document delivered by, or on behalf of, the Provider to BC Housing under this Agreement, or in connection with any of the transactions contemplated hereby, are true and correct; and
    - b. the Provider has no knowledge of any fact that materially adversely affects, or so far as it can foresee, might materially adversely affect, the Provider's properties, assets, condition (financial or otherwise), business or operations or its ability to fulfill its obligations under this Agreement.
  5. **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; and
      - ii. subcontract any obligation of the Provider under this Agreement.
    - b. Where BC Housing has approved a subcontract for the Development, 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.
    - c. This Agreement will be binding upon BC Housing and its successors and assigns and the Provider, the Provider's successors, and permitted assigns.

**F. DEFAULT, DISPUTE RESOLUTION AND TERMINATION**

1. **Dispute Resolution.** If a dispute arises between the parties out of or in connection with this Agreement the parties agree that the following dispute resolution process will be used:
  - a. a meeting will promptly be held 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 Commercial Mediation Rules of the British Columbia International Commercial Arbitration Centre, in which case the appointing authority is the British Columbia International Commercial Arbitration Centre; and
  - c. after dispute resolution attempts have been made under *Schedule A, Part F, Clauses 1.a – b*, any remaining issues in dispute will be determined by arbitration under the *Commercial Arbitration Act*, and the decision of the arbitrator will be final and binding and will not be subject to appeal on a question of fact, law or mixed fact and law.
2. **Event of Default.** Any of the following events will constitute an event of default by the Provider under this Agreement;

- a. the Provider fails to comply with any provision of this Agreement;
  - b. the Provider ceases to operate on a non-profit basis or otherwise fails to remain in good standing with the appropriate registry;
  - c. the Provider files for bankruptcy or is placed into receivership;
  - d. the Provider is in breach of or fails to comply with any applicable law, regulation or permit;
  - e. the Provider permits any sum which is not disputed to be due by it to remain unpaid after legal proceedings have been commenced to enforce payment thereof;
  - f. any representation or warranty made by the Provider in accepting this Agreement is found to be untrue or incorrect; and
  - g. if the Provider knew or ought to have known any information, statement, certificate, report or other document furnished or submitted by, or on behalf of, the Provider pursuant to, or as a result of, this Agreement is untrue or incorrect.
3. **Default.** If the Provider is in default of this Agreement, 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 is reasonably determined by BC Housing.
4. **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 willful and persistent breach by the Provider of normal and usual practice of managerial functions which results in any prejudice whatever to BC Housing;
  - b. upon the Provider ceasing to carry out its operations without profit to itself or its members; and
  - c. upon the failure by the Provider to maintain its corporate status and remain in good standing under the applicable laws of the Province of British Columbia.
5. **Termination.**
  - a. Either party may terminate this Agreement upon forty-five (45) days' written notice. The payment required under *Schedule B, Part C* of this Agreement will discharge BC Housing of all liability to the Provider under this Agreement.
  - b. Where this Agreement is terminated by the Provider before the end of the Term, BC Housing will pay to the Provider that portion of the payment equal to the portion of the Term completed to the satisfaction of BC Housing prior to termination.
  - c. Where this Agreement is terminated by the Provider before completion of the Term and had been paid more than the portion of the Term completed, the Provider must pay back BC Housing for the excess amount received, as determined by BC Housing.
  - d. BC Housing may also, at its option, terminate this Agreement immediately if BC Housing determines that the Provider's failure to comply with any term of this Agreement places the health or safety of any Client receiving the Services at immediate risk and, in either case, the payment to the Provider of the portion of the payment equal to the portion of the Term completed to the satisfaction of BC Housing prior to termination of this Agreement will discharge BC Housing of all liability to the Provider under this Agreement.

## **G. GENERAL PROVISIONS AND INTERPRETATION**

1. **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, by telecopied transmission, or by personal service, to the addresses set out on page one.
2. **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.
3. **Governing Law.** This Agreement is to be governed by and construed and enforced in accordance with the laws of British Columbia.
4. **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.

5. **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. The written waiver by BC Housing of any breach by the Provider of any provision of this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other provision of this Agreement.
6. **Consents and Approvals.** Except as otherwise expressly set out in this Agreement, where this Agreement provides for any approval, consent or agreement with respect to any matter:
  - a. it will be obtained before any action is taken on it;
  - b. it will be requested and responded to in writing; and
  - c. it will not be unreasonably withheld, except if this Agreement otherwise expressly stipulates, or delayed.
7. **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.
8. **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.

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**SCHEDULE B – FINANCIAL**

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**A. OPERATING BUDGET**

1. The Provider will submit a proposed operating budget, in a format provided by BC Housing, for the period matching the Term of this Agreement.
2. The proposed operating budget will include all annual revenues and expenses related to the operation of the Services provided through this Agreement, including a proportion of the Development's building expenses equal to the proportion of the Development allocated to the Emergency Shelter Component, unless such expenses are paid for through another agreement with BC Housing, the Provincial Government or any other funder.
3. In its review of the proposed operating budget, BC Housing will take into account the operating realities of the Services and the Development, the standards prescribed by this Agreement and the Temporary Shelters, and the actual expenses of the Provider for the Services in previous Fiscal Years. If BC Housing requires changes to the proposed operating budget it will consult with the Provider before approving a revised proposed operating budget.
4. The proposed operating budget of this Agreement includes accommodation for wage and benefit increases identified through ratified union agreements for unionized agencies for the Term of this Agreement, and board of director approved wage and benefit increases for non-unionized agencies for the Term of this Agreement. Any adjustments will be negotiated and, if agreed to by both parties, reflected in the Operating Budget.

**B. STAFF SCHEDULE**

1. The Provider will submit, at the same time as the proposed operating budget, a Staff Schedule for the Term of this Agreement in a format provided by BC Housing from time to time.
2. The Staff Schedule will include the schedules of all staff and list the salaries and benefits which are paid for in full or in part by the funding provided under this Agreement.

**C. PAYMENT**

**BC Housing will pay the Provider:**

1. for providing Core Services, a recurring monthly amount of \$<◆#>, commencing on [◆DATE] and until the end of the Term, subject to any adjustments that may be made to the Operating Budget.

**D. PAYMENT PROVISIONS**

1. Subject to the provisions of this Agreement, BC Housing will pay to the Provider for the provision of the Services, not more than the amount specified in this Agreement at the times and in the manner specified in this Schedule.
2. If the Provider receives funding for or in respect of the Services from any other source, the Provider will immediately provide BC Housing with full and complete details of the other funding.

**E. OPERATING DEFICIT AND SURPLUS**

1. The Provider is solely responsible for Operating Deficits in any Fiscal Year.
2. At the end of the Term or upon termination of this Agreement, regardless of cause or at the request of BC Housing, all Operating Surplus funds obtained by the Provider will be transferred to BC Housing.
3. In the event the Provider will operate a temporary shelter in the following <◆winter season/year>, the Provider may retain any Operating Surplus, and may, with prior approval from BC Housing, make payments out of the Operating Surplus as follows:
  - a. Payments for programs for the benefit of the Clients where such programs are related to the Services and are consistent with the goals of this Agreement; and
  - b. Payments for start-up costs, capital renovations, improvements or other payments approved by BC Housing.

**F. FINANCIAL MANAGEMENT AND ADMINISTRATION**

1. **Finances.** The Provider will establish written policies and procedures for effective control of finances and Operating Budget for the Services 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. the Provider is responsible for ensuring that the Operating Surpluses and accumulated interest are invested and managed in a separate account; and
  - c. ensure that sound financial operating written policies and procedures are in place, including:
    - i. clearly defined spending authority; and
    - ii. record keeping in accordance with Canadian Accounting Standards.
2. **Auditor.** The Provider will appoint an auditor 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 the financial statements.
3. **Audited Financial Statements to be submitted.** The Provider will submit audited financial statements, and a copy of the related auditor's management letter to BC Housing within four (4) months after the end of each Fiscal Year. Where the Provider provides Services in addition to those provided under this Agreement (e.g., outreach, affordable housing, etc.), the audited financial statement will include a separate Schedule of Revenue and Expenditure for each service provided.
4. The Provider will provide an auditor's letter or notes with the financial statements indicating that any Operating Surplus is being spent and accounted for as provided in this Agreement.
5. **Administration.** The Provider will:
  - a. maintain a company bank account to facilitate electronic fund transfers;
  - b. collect audit arrears; and
  - c. develop purchasing guidelines that include selection criteria for contracting service provision to third parties.

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**SCHEDULE C – MONITORING AND REPORTING**

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**A. REGULAR REPORTING – CLIENT USAGE AND OUTCOMES**

The Provider is required to report on a number of outputs and outcomes that directly relate to activities and Services provided to Clients. The purpose of collecting relevant data is to monitor the success of the Temporary Shelters, and for future program planning.

1. The Provider will report daily on the Services using a reporting tool approved by BC Housing. If the Provider is unable to provide the information daily, the Provider will do so no later than the fifth business day of the following month.
2. Acting reasonably, BC Housing reserves the right to change reporting requirements as outlined in this Schedule from time to time, with thirty (30) days' written notice to the Provider.

**OR <◆IF PROVIDER USES THE DATABASE>**

**A. REGULAR REPORTING – CLIENT USAGE AND OUTCOMES**

The Provider is required to report on a number of outputs and outcomes that directly relate to activities and Services provided to Clients. The purpose of collecting relevant data is to monitor the success of the Temporary Shelters, and for future program planning.

1. The Provider must, at minimum, enter the Client's basic information into the Database nightly in order to assign the Client to a bed. The Provider will strive on a daily basis to enter the supplemental Client information into the Database. If the Provider is unable to enter this information daily, the Provider will do so within five (5) days of meeting the Client.
2. The Provider will use VAT to assess Clients and enter their results into the Database.
3. Client information provided in the Database may be used by BC Housing to:
  - a. identify broad trends in shelter usage to support overall Emergency Shelter Program planning and development;
  - b. identify emerging needs among homeless individuals and families in order to develop specific strategies in response, with the intent to increase the likelihood of those individuals and families to obtain and maintain housing and break the cycle of Homelessness;
  - c. monitor the Provider's compliance with the requirements of this Agreement;
  - d. provide select non-identifiable information to the Government of Canada's Homeless Individual and Family Information System (HIFIS) for national level analysis and planning; and
  - e. assist Clients to access Support Services and Housing they require.
4. Client information provided in the Database may be used by the Provider to:
  - a. assist Clients to access Support Services and Housing they require;
  - b. identify trends among the Client base accessing the Provider's Services;
  - c. promote the work of the Provider;
  - d. monitor compliance with the requirements of this Agreement; and
  - e. monitor Provider staff and Client compliance with the Provider's written policies and procedures.
5. Neither BC Housing nor the Provider will allow the information provided in the Database to be disclosed, except as permitted by the *Freedom of Information and Protection of Privacy Act* or the *Personal Information Protection Act* and subject to any policies, procedures and processes established by BC Housing for the use of the Database.
6. Acting reasonably, BC Housing reserves the right to change reporting requirements as outlined in this Schedule from time to time, with thirty (30) days' written notice to the Provider.

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**SCHEDULE D – CLIENT ELIGIBILITY**

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**A. CLIENT ELIGIBILITY**

1. Individuals who are experiencing Homelessness or At Risk of Homelessness aged nineteen (19) or older are eligible for Services under the Temporary Shelter Program.
2. The Provider will have clearly written policies and procedures for providing Services to Clients, including policies for situations where Services to a Client may be restricted for the safety of other Clients or staff. These policies must:
  - a. define reasons for, and conditions of, expulsion;
  - b. be clear and simple to understand;
  - c. describe the conditions and process for re-admission, including the appeal and complaints procedure; and
  - d. require reasonable efforts to provide an appropriate referral.
3. A Client's ability to access Services and remain in the shelter is generally determined by their behaviour towards other Clients and staff and Clients should not be refused Services unless extenuating health or safety issues are present (e.g. assaults/threats to Clients or staff and/or medical needs beyond what the shelter can accommodate).
4. Eligibility requirements may be temporarily amended to accommodate a population in need due to weather or crisis, but should always ensure the safety of all Clients. The Provider will inform BC Housing of any such amendments as soon as is reasonably possible.
5. The Provider will not provide Services to any child under the age of nineteen (19) years unless:
  - a. the child is accompanied by the child's parent(s) or legal guardian; or
  - b. the child is referred to the Provider by a social worker acting under the *Child, Family and Community Service Act*.
6. If a child presents themselves to the Provider requesting Services, the Provider:
  - a. will immediately inform the Ministry of Children and Family Development (MCFD) that the child is homeless, and request instructions on how to proceed;
  - b. will document the date and time of their contact with MCFD, the name of the MCFD worker spoken to, and the instructions received and agreed to; and
  - c. may, if requested by MCFD, provide Services to the child until MCFD is able to make other arrangements, but only if the Provider can provide a private sleeping space for the child.

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**SCHEDULE E – INSURANCE**

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**A. INSURANCE – THE PROVIDER**

[◆ Confirm whether the Provider qualifies and will participate in SSGLP, then select appropriately between the two Clause 1s:]

1. The Provider is eligible for liability insurance at no cost under the Social Services Group Liability Program (SSGLP). BC Housing will make an application to SSGLP on behalf of the Provider. The Provider may contact the, Manager, Business Support Services, #1701 - 4555 Kingsway, Burnaby, BC V5H 4V8 or call 604-456-8853, with any questions regarding SSGLP.
  - a. On behalf of the Provider, BC Housing will purchase and maintain commercial general liability insurance in the amount of \$2,000,000 inclusive per occurrence insuring against third party bodily injury, third party property damage, and personal and advertising injury, where any of them arise out of the performance of the Services by the Provider and/or by approved subcontractors who have entered into a written agreement to perform the Services..
  - b. The Provider is responsible for and will pay any deductible under the insurance policy.
  - c. BC Housing will obligate the managing broker to provide the Provider with a Certificate of Insurance and a copy of the insurance policy wording.
  - d. BC Housing will take reasonable steps to ensure the coverage specified in Clause 1.a is continuous for the duration of this Agreement. BC Housing will not be responsible for providing coverage in the event the insurance is cancelled or reduced by the insurer.
  - e. BC Housing does not represent or warrant that the insurance covers any and all losses. The Provider is responsible for ascertaining the exact nature and extent of coverage of the insurance policy as well the terms and conditions of the insurance policy. No term or condition of this Agreement amends, extends or alters the coverage afforded by the insurance policy.
  - f. Where the Provider uses a vehicle to perform the Services the Provider shall maintain Automobile Liability insurance on all vehicles owned, operated or licensed by the Provider in an amount not less than \$2,000,000 per occurrence, and where applicable the Provider may show evidence of this insurance using an ICBC Confirmation of Insurance Coverage (APV-47) form.
  - g. The Provider will 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 clauses 1.a and 1.f.

**OR**

1. The Provider shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurance with insurers licensed in Canada and in forms and amounts acceptable to BC Housing:
  - a. Commercial general liability in an amount not less than \$5,000,000.00 inclusive per occurrence, insuring against bodily injury, personal injury and property damage, and include liability assumed under this Agreement, a cross liability clause, British Columbia Housing Management Commission 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.

## **BC Housing Emergency Shelter Program – Temporary Shelters – Schedule E**

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 and 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*.

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**SCHEDULE F – SERVICE STANDARDS**

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**A. ESSENTIAL SERVICES STANDARDS**

1. **Access to Services.** The Provider will:
  - a. provide access to the Services for the number of hours specified in the *Agreement Summary*.
2. **Admission and Discharge.** The Provider will:
  - a. have written policies and procedures for admission;
  - b. explain the Provider's policies and procedures and the Client's rights and responsibilities to Clients on their admission or as soon after as is possible; and
  - c. have an intake stop date agreed upon by BC Housing that is within two (2) weeks of the shelter closure date, in order to have time for transition planning to ensure Clients have arrangements in place for Housing or alternative shelter space to transition to.
3. **Accommodation, Nutrition and Hygiene.** The Provider will:
  - a. provide safe, secure and appropriate sleeping accommodation for Clients;
  - b. provide separate and secure sleeping space for men, women, couples and families;
  - c. have written policies regarding the storage of Clients' personal belongings;
  - d. provide Clients with clean sheets, pillowcases, a blanket and towels, at a minimum on a weekly basis and whenever a new Client occupies a mat;
  - e. provide Clients with personal hygiene items such as soap, shampoo, deodorant, toothbrush, toothpaste, and feminine hygiene products;
  - f. provide laundry facilities or laundry products and services at no cost to the Clients. These services may be either on-site or off-site;
  - g. provide the number of meals specified in the *Agreement Summary*. Meals must meet the standards of Eating Well with Canada's Food Guide as published by the Government of Canada;
  - h. ensure all food handling, preparation, storage, serving, etc., is completed in accordance with the Food Premises Regulation of the *Public Health Act* (or successor legislation). At least one (1) person with FOODSAFE Level I certification shall be present at all times wherever food is handled or served. It is strongly encouraged that one staff member holds a valid FOODSAFE Level II certificate;
  - i. comply with the *Food Safety Act* (or successor legislation) and provide BC Housing with documentation of annual Food Inspections carried out by the Regional Health Authority;
  - j. ensure all kitchen facilities are in compliance with the Food Premises Regulations of the *Public Health Act*; and
  - k. provide Meals on a rotating menu.

**B. GATEWAY SERVICES STANDARDS**

**The Provider will:**

1. provide assistance in obtaining appropriate Housing, including referrals to housing providers and completing applications to apply for Housing;
2. ensure Case Planning includes developing a personal plan for each Client, including activities such as:
  - a. assessment using VAT and goal setting;
  - b. referrals to appropriate services or resources including, but not limited to, medical services, mental health services, alcohol and drug treatment services, employment programs and life skills training;
  - c. assistance in accessing Income Assistance, Pension Benefits, Disability Benefits, obtaining a BC Identification Card, or establishing a bank account as appropriate;
3. maintain records of each Client's plan and the progress each Client has made towards the goals in their plan, and whether they remained Housed for six (6) and twelve (12) months; and

4. collaborate with outreach providers in the community to support Clients in obtaining and maintaining Housing using the Coordinated Access and Assessment process, where possible.

**C. MINIMAL BARRIER SHELTER STANDARDS**

1. All providers are expected to operate shelters as minimal barrier unless otherwise approved by BC Housing, depending on the availability of other adequate services in the same community.
2. Minimal barrier shelter means an emergency shelter that accommodates all individuals, twenty-four (24) hours per day, seven (7) days per week, who require shelter services and focuses on bringing people indoors. A minimal barrier shelter should accommodate individuals who:
  - a. require physical accessibility to the shelter and within the shelter;
  - b. are dealing with addictions and/or mental health issues;
  - c. have a pet;
  - d. require appropriately sized and secure storage facilities for their belongings, including a cart, bike etc.;
  - e. require harm reduction supplies on site, including but not limited to clean needles, access to safe disposal (i.e. sharps containers), condoms etc.; and
  - f. require access to primary health care.

**D. STAFF REQUIREMENTS**

1. For all staff providing the Services, whether part-time or full-time, paid or voluntary, the Provider will ensure the staff have the appropriate skills, training and qualifications for the tasks that they perform.
2. General Requirements. The Provider will:
  - a. have written policies on eligibility, selection, remuneration, training, safety and security. The safety and security policies and procedures must be in accordance with current Occupational Health and Safety Regulations contained within the *Workers Compensation Act*;
  - b. ensure staff have orientation on the Services and standards specified in this Agreement;
  - c. ensure staff have orientation on the Provider's standards, written policies and procedures related to the Services including health and safety procedures. This will include written policies and procedures to deal with prevention of infections, infectious diseases, exposure to blood and body fluids, and the safe handling of needles;
  - d. ensure that the staff undergoes a criminal record check in accordance with the *Criminal Records Review Act* and keep evidence on file that the criminal record check was completed. The Provider is required to have a written policy on the frequency of subsequent criminal record checks; and
  - e. have written policies regarding the use of hazardous cleaning materials that are in accordance with Workplace Hazardous Materials Information System (WHMIS) guidelines.
3. **Training.** The Provider will also ensure staff have the following training to a level approved by BC Housing:
  - a. Crisis prevention training and/or de-escalation training, non-violent intervention;
  - b. Standard First Aid and CPR. At least one (1) staff member certified in Standard First Aid and the appropriate CPR level training must be on duty at all times;
  - c. Indigenous awareness training;
  - d. Mental health first aid training, including naloxone training;
  - e. Domestic violence safety planning;
  - f. Safety for women in co-ed shelters training;
  - g. Substance use awareness and safety training;
  - h. LGBT2Q+ awareness training;
  - i. Trauma-informed practice training
  - j. Staff self-care training;
  - k. Vulnerability Assessment Tool (VAT) training; and

- I. BC Housing Database training.

**E. DEVELOPMENT**

The Provider will:

1. maintain the Development's mechanical systems in a working order sufficient to provide hot water, heating and ventilation appropriate for the occupancy levels;
2. provide BC Housing with documentation verifying that the facilities in the Development meet all current health, fire, building and zoning regulations; and
3. have a pest control, inspection and treatment plan in place to deal with any outbreaks of pests.

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**SCHEDULE G – AUTHORIZATION**

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**A. AUTHORIZATION TO DISCLOSE PERSONAL INFORMATION**

1. When and if the Provider needs to share a Client's information with other service agencies, the Provider must obtain the Client's permission in writing prior to sharing the information. The Provider may use the EXCHANGE OF INFORMATION FORM (attached) or an equivalent form that meets the requirements of the *Personal Information Protection Act* and the *Freedom of Information and Protection of Privacy Act*.

**OR ♦ IF PROVIDER USES THE DATABASE**

**A. AUTHORIZATION TO DISCLOSE PERSONAL INFORMATION**

1. The Provider is required to use the consent form (attached), as may be amended by BC Housing from time to time, to advise Clients that, with the Clients' consent, the Provider will collect and share their information into the Database.
2. If a Client signs the consent form, the Provider will enter the Client's information into the Database. If the Client does not sign the consent form, the Provider will enter the Client as anonymous in the Database.
3. In addition to the consent given by Clients mentioned above, when and if the Provider needs to obtain or release a Client's information with other service agencies that are not using the Database, the Provider must obtain the Client's permission in writing prior to sharing the information. The Provider may use the EXCHANGE OF INFORMATION FORM (attached) or an equivalent form that meets the requirements of the *Personal Information Protection Act* and the *Freedom of Information and Protection of Privacy Act*.

## CLIENT CONSENT AND AUTHORIZATION ♦ [ (PUBLIC) CHOOSE 1]

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\_\_\_\_\_ <♦Provider name> is seeking your consent for the following purposes:

- Your consent to collect your personal information into the computer system we use.
  - This will help us meet your needs and connect you with appropriate support services.
- Your consent to share your personal information with our funder, BC Housing.
  - BC Housing is responsible for hosting the computer system we use to help manage our services.
  - BC Housing will use the information in the system, at an aggregate level, to help improve services and funding.
- Your consent to migrate your personal information from the current computer system we use to the new one we will be using in the future.
  - If you are an anonymous client in our current system, we will add your name and date of birth to your anonymous record, and it will be shared in the new system.
- Your consent to share your personal information with other service providers using the system.
  - The new computer system we will be using in the future will allow for some data sharing.
  - If you require services from another service provider, authorized staff will be able to access your personal information to improve the consistency and quality of services provided to you.
- If you are accompanied by your children who are under the age of nineteen (19), we will also need to collect personal information about them. This is to ensure that information about families using services is recorded accurately.
- Your consent to share limited non-identifying information with Employment and Social Development Canada.
  - They will use this data to help create a national picture of the scope of homelessness in Canada.

If your service provider has rent supplements, you will need to sign this consent form to be considered for and to receive a rent supplement (for accounting purposes). If you choose not to sign this document, services will still be provided to you, except in regard to rent supplements.

I understand I can withdraw my consent at any time, except if I am receiving a rent supplement.  
I have read and understand the information provided above, and I consent to the collection, use and disclosure of my personal information as described.

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Signature of Client to indicate Consent

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Date of Consent

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Print Name of Client

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**CLIENT CONSENT AND AUTHORIZATION ♦ [ (PRIVATE) CHOOSE 1]**

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\_\_\_\_\_ [♦service provider name] is seeking your consent for the following purposes:

- Your consent to collect your personal information into the computer system we use.
  - This will help us meet your needs and connect you with appropriate support services.
- Your consent to share your personal information with our funder, BC Housing.
  - BC Housing is responsible for hosting the computer system we use to help manage our services.
  - BC Housing will use the information in the system, at an aggregate level, to help improve services and funding.
- If you are accompanied by your children who are under the age of nineteen (19), we will also need to collect personal information about them. This is to ensure that information about families using services is recorded accurately.
- Your consent to share limited non-identifying information with Employment and Social Development Canada.
  - They will use this data to help create a national picture of the scope of homelessness in Canada.

If your service provider has rent supplements, you will need to sign this consent form to be considered for and to receive a rent supplement (for accounting purposes). If you choose not to sign this document, services will still be provided to you, except in regard to rent supplements.

I understand I can withdraw my consent at any time, except if I am receiving a rent supplement.  
I have read and understand the information provided above, and I consent to the collection, use and disclosure of my personal information as described.

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Signature of Client to indicate Consent

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Date of Consent

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Print Name of Client

**EMERGENCY SHELTER PROGRAM FOR TEMPORARY SHELTERS**

**<◆PROVIDER NAME>**

**EXCHANGE OF INFORMATION**

***Part 1 – To OBTAIN information***

I, \_\_\_\_\_, born on (date) \_\_\_\_\_  
authorize \_\_\_\_\_ to obtain information from:

Agency: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

For the purpose of: \_\_\_\_\_

Signature: \_\_\_\_\_ Witness: \_\_\_\_\_

***Part 2 – To RELEASE information***

I, \_\_\_\_\_, born on (date) \_\_\_\_\_  
authorize \_\_\_\_\_ to release information to:

Agency: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

For the purpose of: \_\_\_\_\_

Signature: \_\_\_\_\_ Witness: \_\_\_\_\_

This consent remains effective from the date of signing for a period not exceeding six months, unless revoked by me in writing.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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