



Vancouver Island Health Authority's Residential Care and Assisted Living Capacity Initiative

(in partnership with BC Housing)



**Part 2 of 2
Assisted Living Component**

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I. INTRODUCTION

Through the *Independent Living BC* (“ILBC”) program, BC Housing and Vancouver Island Health Authority (“VIHA”) are seeking Proposals to develop communities of care which include assisted living units.

This document refers to the requirements for making a Proposal for assistance from ILBC for the assisted living portion.

Proposals for the assisted living units must meet the following criteria:

- will be available for occupancy no later than September 2008;
- will provide a home-like setting, specifically a self-contained living unit for each Tenant with a lockable door and the features necessary for independent living;
- will provide hospitality services including two meals a day, one of which is the main daily nutritious meal, housekeeping and laundry service once a week, and facilitation of social and recreational activities;
- will provide monitoring and 24-hour on-call emergency response system;
- will provide scheduled and unscheduled personal care services to assist the Tenants with the activities of daily living including transferring, moving around safely, assistance with personal hygiene, bathing, dressing, grooming, eating, and managing medications;
- will provide to the Tenants and VIHA a cost-effective, flexible and attractive assisted living option;
- will provide the Tenants and VIHA assisted living as part of a functional community of care (i.e. will be co-located with residential care); and
- will be made available by the Proponent for a minimum of five years.

II. BACKGROUND ON INDEPENDENT LIVING BC

The Province of British Columbia's *Independent Living BC — A Housing for Health Partnership* ("ILBC") is a program which brings together BC Housing and the five regional health authorities to improve the continuum of service options for British Columbia's elderly and disabled citizens (the "Tenants").

Independent Living BC emphasizes the principles of individuality, choice, dignity, privacy, and independence for individuals and assists the health authorities to provide the range of hospitality and personal care services individuals need in combination with affordable housing for low to moderate income persons.

Proposals that are based on existing assisted living, new construction or conversion of existing buildings will be considered if they offer units within the target timeframe preferred by VIHA.

Proposals for new construction or renovation of existing buildings should include sufficiently detailed information to facilitate a comparative evaluation with regard to the design and construction criteria specified in Appendix A and with existing project Proposals. This information should include design drawings and specifications, and a development schedule indicating when the new or renovated units will be available.

While the standard operating agreements will be five years, longer terms will be considered for new construction or renovation of existing buildings. Proponents should specify their preferred operating agreement duration, up to a maximum of 10 years.

Respondents to this RFP are encouraged to present submissions that are thorough in the descriptions of programs being offered. BC Housing and VIHA welcome Proposals that are innovative, affordable, and support the principles of *Independent Living BC*.

Hospitality services refer to those services that are "hotel-like" in nature and must include two meals a day, one of which is the main daily nutritious meal, housekeeping and laundry services on a weekly basis, social and recreational opportunities, and a 24-hour emergency response system.

Personal care services refer to services that assist Tenants with activities of daily living ("ADLs") and specific nursing and rehabilitation tasks delegated under the provincial Personal Assistance Guidelines (Ministry of Health, January 1997). Related skills include transferring, moving around safely, and assistance with personal hygiene, bathing, dressing, grooming, eating, and managing medications.

III. THE TENANTS

All Tenants to be assisted through *Independent Living BC* will be identified and selected by VIHA. They will be seniors and/or adults with disabilities who are able to direct their own care and whose health will be better managed by support and care within a community setting rather than within a residential care setting.

Typical potential Tenants will be physically frail or have physical challenges and will need assistance in maintaining their independence. They are susceptible to becoming isolated living in their existing homes, often because of mobility problems and/or weak support networks. This isolation may lead to depression, neglect, and stress which become reflected in health symptoms.

The Tenants will require varying degrees of assistance with support and personal care at scheduled and/or unscheduled times throughout the day. They will have health or medical issues that are predictable. This means they will be able to be managed by scheduled professional care from their physician and/or Community Care clinician. They will be motivated and able to share responsibility for managing the risks, due to their frailty, of living in the community.

Each Tenant must meet the following criteria:

- is a beneficiary (i.e. eligible for health services in the Province of British Columbia);
- requires both hospitality and personal care services;
- is at significant risk in their current living environment; and
- has care needs most appropriately met in independent housing with some support services or assisted living environment.

People who are able to self direct their own care are cognitively capable of making decisions regarding their own care relevant to the specific task. They can communicate effectively, verbally or non-verbally, through communication devices, so as to be understood by any authorized caregiver or spouse living with the Tenant. They have the ability to make informed, voluntary decisions regarding care requirements and participate in the development of their care plan, or alternatively make their needs known to the person they are living with who then participates in the development of that person's care plan. They are able to use the emergency response system and take direction in an emergency situation.

The Tenants, many of whom will have gross incomes of approximately \$1020 per month, will pay no more than 70% of their after-tax income for the accommodation and the support they need. (Some disabled adults younger than 65 years will have incomes of about \$800.)

The Tenant will be required to move out of their *Independent Living BC* unit if they meet one of the following criteria:

- has care needs that are more appropriately met in residential care;
- exhibits behaviours that jeopardize that Tenant's safety and well-being, or the safety and well-being of others; or
- is not complying with the terms of his or her Residency Agreement or Managed Risk Agreement.

All Tenants will be assessed and selected for entrance to, and exit from, a rent supplement apartment by VIHA. The selected Tenants will be reviewed with the Service Provider prior to tenancy.

IV. ACCOMMODATION AND SERVICES

In an *Independent Living BC* environment, Tenants will need a home-like environment, hospitality services, and personal care.

Home-like environment

The accommodation must be a private space with a lockable entrance door. The design and construction criteria (See Appendix A) will be used to evaluate the housing being offered in the Proposals. These criteria will be used on a comparative basis to evaluate the various Proposals. Those submissions that most closely match these criteria will score highest in this aspect of the Proposal evaluation.

Hospitality services

Hospitality services refers to those services that are “hotel-like” in nature and include two meals a day, one of which is the main daily nutritious meal, housekeeping, laundry services, social and recreational opportunities, monitoring and a 24-hour emergency response system.

Hospitality services will be evaluated as follows:

1. Food services

Preferably meal service will be restaurant style, that is with menu choices and some flexibility as to when Tenants can eat, and with the capacity to handle special dietary needs of Tenants, for example, with diabetes, diverticulitis, or high cholesterol. As well as meeting the basic Food Safe preparation qualifications, the kitchen staff or those responsible for menu preparation should demonstrate the ability to plan nutritious, balanced meals.

2. Housekeeping services

The standard for housekeeping and heavy laundry (linens and towels) is weekly service with periodic cleaning of carpets and drapes, and wipe up after spills and accidents.

3. Social and recreational opportunities

The Service Provider is expected to facilitate the Tenant’s participation in social and recreational activities. That may mean organizing opportunities on-site or easy access to events off-site. These opportunities should be regular and involve the Tenants who may choose to influence the nature of the activities.

4. Emergency on-call service and monitoring

The Service Provider must provide 24-hour emergency on-call response through a staff person, preferably on-site. Where the Service Provider has staff on duty 24 hours a day, for example to provide personal care, no additional staffing is required.

Neither “monitoring” nor “on-call emergency support” imply medical expertise.

“Monitoring” means the Service Provider’s staff are sensitive, in the course of everyday interaction with the Tenants, to any signs of concern which should be raised with the Tenant, family and/or the VIHA staff responsible for the Tenant’s care. “On-call emergency support” means the ready availability, preferably on-site, of a person able to respond when a Tenant

is experiencing difficulties, and able to follow a protocol established by VIHA, depending on the nature of the difficulty.

V. PERSONAL CARE SERVICES

All Tenants will also require some level of personal care services. Personal care services means those services that assist a person with the activities of daily living, and specific nursing and rehabilitation tasks delegated under the provincial Personal Assistance Guidelines (Ministry of Health, January 1997). Related skills include transferring, moving around safely, and assistance with personal hygiene, bathing, dressing, grooming, eating, and managing medications.

All Tenants in assisted living must meet the following requirements:

- require one, *but not more than two*, prescribed services (see next section directly below) and/or be at significant risk in their current living situation
- require all three services, *housing, hospitality and personal care*
- be able to direct own care

(Note; If Service Provider is proposing to provide the personal care services, a separate contract negotiation process must be undertaken with the Director Home and Community Care, VIHA.)

“Prescribed Services” are defined by the Assisted Living Registrar and include the following:

- Assistance with the “activities of daily living” (ADL’s)
- Medication Administration & Monitoring
- Maintenance or Management of Cash, Resources or Property
- Intensive Physical Rehabilitation
- Psychosocial Rehabilitation
- Monitoring of Food Intake or Therapeutic Diets
- Structured Behavioral Program

The standards for evaluating the provision of personal care services are:

1. philosophy of personalized assistance which reflects an understanding of the target population;
2. staff with the skills to serve the target population (including educational and training requirements and/or opportunities for staff);
3. staffing history to indicate good potential for consistency of care;
4. processes in place to provide quality assurance, accountability to Tenants, and risk management including Managed Risk Agreements;
5. ability to meet unscheduled personal care needs of Tenants.

VI. THE ASSISTANCE AVAILABLE

The Tenants will pay no more than 70% of their after-tax income for the accommodation, hospitality, and personal care services they require. For example a Tenant with a monthly income of \$1020 will pay \$714 for their rent and hospitality services.

BC Housing and VIHA will together provide monthly funding to the Service Provider to bridge the gap between what each Tenant will pay and the price agreed with the Proponent.

Please use Appendix C “Operating Budget Expense Allocations” to provide a breakdown to allow the Funding Partners to determine their share of the financial assistance.

VII. RESPONSIBILITIES

VIHA Responsibility

VIHA is required to:

- determine if a Tenant meets the move in/move out criteria, authorizing a Tenant’s entry into and exit from *Independent Living BC*, and determining the nature and amount of services to be provided to Tenants;
- establish a process for the resolution of disputes between VIHA and the Service Provider(s);
- establish policies respecting the delegation of specific nursing and rehabilitation tasks to the Service Provider’s staff which are consistent with the provincial Personal Assistance Guidelines; and
- advise clients of the home care services that will be authorized to assist the client to remain at home until they move into an *Independent Living BC* residence, or should the client choose not to move into an *Independent Living BC* residence.

Service Provider Responsibility

The Service Provider is required to:

- negotiate individual Residency Agreements with each Tenant in the independent living residence;
- negotiate, when necessary and in partnership with VIHA, behaviour specific Managed Risk Agreements with Tenants;
- be registered under the *Community Care and Assisted Living Act*; and
- have processes to ensure quality of care and services including:
 - Tenant input into services;
 - Tenant dispute resolution; and
 - Tenant abuse prevention.

Tenant Responsibility

The Tenant is required to:

- assume and retain maximum personal responsibility for their own health and well-being, and maximum involvement in decision-making;
- direct and participate in their own care;

- pay for assessed applicable costs; and
- pay for additional support services desired by the Tenant such as having a companion attend on medical or social outings.

VIII. PROPOSAL REQUIREMENTS

The Proposal section(s) addressing the requirements of this section, being **Part 2 of 2, Section IX, Submission Contents Assisted Living Component**, must follow the format on this section.

- Proposal are to be submitted, with written information on 8 ½" x 11" paper, and any drawings or renderings on paper which is less than 11" x 17" and which must be clearly legible. Each page is to be numbered and clearly marked with the Proponent's name.

Proponents must submit ten (10) identically printed copies of the Proposal and one identical copy in electronic format. If there is a discrepancy between the printed and electronic copies, the printed copy will take precedence. The electronic copy must meet the following specifications:

- PDF format which can be read by Adobe Acrobat Reader Version 5.0 or newer (electronic copies of the Proposal sent by e-mail will not be accepted);
- PDF page sizes must be the same as required for hard copy (see above); and
- Stored on one read-only compact disk.
- Proposals received after the due time and date will not be evaluated.

Documents must be submitted:

- To the contact and location identified on the front cover of this document;
- **By 14:00:00**
- **On March 24, 2006**; and
- In a package which clearly identifies this RFP number (026ERFP-VIHACC06), and the Proponent's name.

The Service Provider must submit a Letter of Committal in the form outlined in Appendix B.

If the Service Provider submits a Proposal for new construction or conversion of existing privately owned and operated building, design drawings and outline specifications are required. Please forward one regulation size copy of design drawings and three copies on 11" x 17" paper. Please clearly provide answers to the questions in Section IX. Submission Contents e.g. "Information provided on drawings submitted". Provide four copies of the outline specifications. (Refer to Appendix A for details on the outline specification requirements.)

Section V. Submission Contents sets out the basic information required in a Proposal and is followed by a sub-section entitled "**Support Documentation**". The sub-sections list information that should be submitted in the Proposal if it is available.

Mandatory requirements

All Proposals must meet the following requirements:

If the Operator submits a proposal for new construction or conversion of existing privately owned and operated buildings, design drawings and outline specifications are required. Please forward one regulation size copy of design drawings and three copies on 11" x 17" paper. Please clearly provide answers to the questions in **Section IX Submission Contents** e.g. "Information provided on drawings submitted". Provide four copies of the outline specifications. (Refer to Appendix A for details on the outline specification requirements.)

- **Section V Submission Contents** sets out the basic information required in a proposal and is followed by a sub-section entitled “Support Documentation”. The Service Provider must be able to secure the insurance coverage required by BC Housing (see Appendix F).
- The building must meet mandatory criteria as determined by BC Housing (see Appendix B)
- Proposals must be received by the date, time and location specified above.
- Proposals must follow the format contained in **Section IX – Submission Contents** of the RFP.
- The Service Provider must submit a Letter of Committal in the form outlined in Appendix B.

V. SUBMISSION CONTENTS

<p>(For internal use only) BC Housing# _____ VIHA # _____</p>
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1.0 Letter of Committal

Every Proposal must be accompanied by a Letter of Committal. This letter should be on the letterhead, or from the business address, of the Proponent and over the signature of an authorized signatory of the Proponent. Please refer to the example outlined in Appendix B.

2.0 Service Provider – Summary Information

Company / Society Name:

 (Legal entity which will enter into the operating agreements.)

Address:

_____ Postal code: _____

Contact Person:

Position:

Telephone:

Fax:

Building Name:

Building Address:

_____ Postal code: _____

Legal description and PID numbers:

 (Full legal description of the land with PID numbers.)

Experience

Indicate the number of units and years the company/society (“Proponent”) has operated any of the following:

_____	Units of independent seniors housing for	_____ years	1.
_____	Units of supportive housing (including hospitality services) for	_____ years	2.
_____	Units of assisted living (including hospitality and personal care services) for	_____ years	3.
_____	Units of residential care (licensed facility with 24-hour access to medical services) for	_____ years	4.

_____ Other units (specify) _____ for _____ years 5.

Insurance

Summarize Proponent’s existing insurance coverage limits below:

- “All Risks” Property: _____ 6.
- “All Risks” Business Interruption: _____ 7.
- Comprehensive Boiler and Machinery (if applicable): _____ 8.
- Automobile Liability: _____ 9.
- Comprehensive General Liability: _____ 10.
- Professional Liability: _____ 11.

Staff

Existing staff of the building in which the proposed rent supplement apartments are located:

- _____ Full Time Employees (FTEs) for _____ units (total in project), including: 12.
- _____ Management and administrative staff 13.
- _____ Building maintenance staff 14.
- _____ Other staff including social/recreational activities co-ordinator, 15.
- _____ food preparation and service staff, housekeeping staff (please describe):
- _____
- _____
- _____
- _____
- _____

Based on the requirement of providing 24 hour support, please provide a schedule of staffing levels indicating the types of services provided, including administration and support staff for a complete week and when services are available, how many staff are available, their portion of FTE, and their roles and functions; or complete the sample table below.

16.

Position	Hours	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
Assisted Living Worker	0700-1900	2	2	2	2	2	2	2
Assisted Living Worker	1900-2300	1	1	1	1	1	1	1

Based on number of hours per work week of _____.

Community Links

List the organizations, resources, service agencies, etc. that the Service Provider has accessed in the past (or proposes to access in the future) on behalf of its Tenants and please describe the involvement of the Service Provider’s staff in facilitating Tenant access:

17.

2.1 Service Provider - Support Documentation

- | | |
|---|-----|
| 1. List of projects owned and operated by the Service Provider in the Province of BC, identifying the location, size, and type of project e.g. independent seniors, supportive housing/congregate living, residential care. | 18. |
| 2. References from: | |
| • Community, religious, service or volunteer organization or agency familiar with the Service Provider’s developments (letter or name and telephone number of contact person) | 19. |
| • Health authority, home support or medical staff (name and telephone number of person) | 20. |
| 3. Job descriptions and qualifications for all staff directly responsible for the Tenants including the manager and persons responsible for food preparation and the staff schedule. | 21. |
| 4. Description of all training programs the Service Provider delivers directly to its staff or any formal programs it requires that staff take. | 22. |
| 5. Mission statement or company philosophy. | 23. |
| 6. References from bank/financial institution. | 24. |

3.0 Proposal – Summary Information

This Proposal is for units in (please check one):

_____ Existing building	_____ Number of units offered
_____ Building to be converted	_____ Estimated date for completion
_____ New building	_____ Estimated date for completion

The standard operating agreement is five years; however, longer terms will be considered for Proposals for renovation of an existing privately owned and operated building. Please specify the minimum duration of the operating agreement [to a maximum of 10 years]. _____ Years

Building location

Surrounding land use:

_____ Primarily residential	25.
_____ Mixed residential/commercial	26.
_____ Primarily commercial/institutional	27.

Public transportation:

_____ Within 300 meters of a bus stop	28.
_____ More than 300 meters to a bus stop. Specify distance: _____ meters	29.
_____ Not available in community	30.

_____ Other community transportation (please describe): 31.

If transportation is provided by the Service Provider, indicate costs: 32.

Proximity to (estimate distance in kilometers):

Commercial services:

- _____ Drug store 33.
- _____ Convenience store 34.
- _____ Food shopping 35.
- _____ Clothes/sundries 36.
- _____ Bank 37.

Health services:

- _____ Medical clinic or doctors' offices 38.
- _____ Dentist 39.
- _____ Hospital 40.

Other services:

- _____ Seniors recreation/social centre e.g. community centre 41.
- _____ Library 42.
- _____ Place of worship 43.
- _____ Park 44.
- _____ Other (please describe): _____ 45.

General building description

N.B. If the existing building is different from what is being proposed, please indicate the changes to be made in the Comment sections.

_____ **Total number of units in building** Comments 46.

Building construction type:

- _____ Wood-frame 47.
- _____ Non-combustible 48.

Age: _____ Years 49.

	<u>Comments</u>	
Number of stories: _____	_____	50.

	<u>Comments</u>	
Number of elevators:	_____	51.
_____ Specify cab size(s)	_____	52.
_____ Automatic sliding doors	_____	53.
_____ Chairs/benches next to elevator	_____	54.

	<u>Comments</u>	
Greatest distance an apartment is from an elevator. _____ meters	_____	55.
Greatest distance an apartment is from the exit stairs. _____ meters	_____	56.
Greatest distance an apartment is from the dining room. _____ meters	_____	57.
Greatest distance an apartment is from other common areas. _____ meters	_____	58.

Building accessibility (check or insert data as appropriate):

	<u>Comments</u>	
Main entrance		
_____ Is at grade (no steps or ramps)	_____	59.
_____ Is accessible by ramp	_____	60.
Main door		
_____ Manually open	_____	61.
_____ Automatic door opener	_____	62.
_____ Standard door closer	_____	63.
_____ Low resistance delayed action closer	_____	64.

Building accessibility (check or insert data as appropriate):

		<u>Comments</u>	
Corridor is	_____ Meters wide	_____	65.
Corridor has	_____ Full length handrails	_____	66.
Describe any changes in levels that occur within the building on the first floor of the building, i.e. any steps or ramps.			67.

Life-safety and security systems:

		<u>Comments</u>	
_____	Audible fire alarm system	_____	68.
_____	Visual fire alarm system	_____	69.
_____	Hard-wired smoke detectors in units	_____	70.
_____	Sprinkler system	_____	71.
_____	On-call system. (please describe):	_____	72.

_____	Emergency generator	_____	73.
_____	Emergency lighting	_____	74.
_____	Appropriate exit signage	_____	75.
_____	Posted fire plans	_____	76.
_____	Alternate exits	_____	77.
_____	Areas of refuge	_____	78.
_____	Intercom/entry system	_____	79.
_____	Desk at main entrance	_____	80.
_____	Security camera(s)	_____	81.

Kitchen:

	<u>Comments</u>	
_____ Commercial standard full-service	_____	82.
_____ Servery capacity only	_____	83.

Dining room(s) seating capacity:

_____ Indicate how many.	<u>Comments</u>	
_____ sq. m.	_____	84.

Lounge(s) seating capacity:

_____ Indicate how many.	<u>Comments</u>	
_____ sq. m.	_____	85.

Bathing room(s):

	<u>Comments</u>	
_____ Indicate how many.	_____	86.
_____ sq. m.	_____	

Describe bathing equipment type:

		87.
_____	_____	
_____	_____	

Laundry equipment:

	<u>Comments</u>	
Number of washing machines		88.
_____ Units	_____	
Number of dryers		89.
_____ Units	_____	

What laundry facilities are available on-site for the Tenant's personal use? Is there a charge? Please explain.

		90.
_____	_____	
_____	_____	

Other amenity space(s):

		<u>Comments</u>	
_____	TV room	_____	91.
_____	Library	_____	92.
_____	Hobby (arts and crafts) room	_____	93.
_____	Equipped exercise room	_____	94.
_____	Workshop	_____	95.
_____	Scooter storage	_____	96.
_____	Scooter charging	_____	97.
_____	Other (please describe):	_____	98.

Description of the apartments

Number of units by type:

		<u>Comments</u>	
_____	Bed sitting units	sq. m.	99.
_____	Studio units	sq. m.	100.
_____	One-bedroom units	sq. m.	101.
_____	Two-bedroom units	sq. m.	102.
_____	Total Units		103.

Unit accessibility:

Comments

Suite entry door		
_____ mm wide	_____	104.
_____ lever passage set	_____	105.
_____ low resistance delayed action door closer	_____	106.
Bathroom		
_____ door _____ mm wide	_____	107.
_____ lever passage set	_____	108.
_____ size _____ sq. m.	_____	109.
_____ sink taps lever	_____	110.
_____ roll-in shower	_____	111.
_____ step-in shower	_____	112.
_____ hand-held shower head	_____	113.
_____ side-entry bath	_____	114.
_____ standard bath	_____	115.
_____ bath / shower taps lever	_____	116.
Grab bars		
_____ bath / shower	_____	117.
_____ next to toilet	_____	118.
Bath / Shower bottom surface		
_____ slip resistance	_____	119.
Height of toilet		
_____ m	_____	120.
Kitchen		
_____ tap levers	_____	121.
Please describe unit floor surface coverings:		122.

Unit appliances:

		<u>Comments</u>	
_____	Refrigerator _____ bar size	_____	123.
_____	_____ full size	_____	124.
_____	Stove/oven	_____	125.
_____	Stove over-ride switch	_____	126.
_____	Range top	_____	127.
_____	Microwave	_____	128.
_____	Dishwasher	_____	129.
_____	Washer/dryer	_____	130.

Other:

		<u>Comments</u>	
_____	Wired for telephone	_____	131.
_____	Wired for cable	_____	132.
_____	Wired for satellite	_____	133.
_____	Air conditioning	_____	134.
_____	Temperature control	_____	135.
_____	Enterphone system	_____	136.
_____	Ensuite storage	_____	137.
_____	_____ sq. m.	_____	

Description of outdoor amenity spaces

		<u>Comments</u>	
_____	Fenced lawn or courtyard	_____	138.
_____	Benches	_____	139.
_____	Lawn furniture	_____	140.
_____	Garden plots for Tenants	_____	141.
_____	Rooftop garden	_____	142.
_____	Other (please describe)	_____	143.

Description of support services

Briefly describe Tenants whom the Service Provider anticipates will be living in the *Independent Living BC* units and the type of hospitality services they will require.

	144.

N.B. If the hospitality services that the Service Provider is delivering at present are different from what the Service Provider is proposing to deliver, please explain in the Comment sections below.

Basic meal package includes (check as appropriate):

	<u>Comments</u> (Describe how meals are served.)	
_____ Breakfast	_____	145.
_____ Lunch	_____	146.
_____ Dinner	_____	147.

Food services (check as appropriate):

	<u>Comments</u>	
_____ Scheduled seating (indicate time periods for breakfast, lunch and dinner)	_____	148.
_____ Open seating (indicate time periods for breakfast, lunch and dinner)	_____	149.
_____ Menu, typically with _____ Main entrée choices	_____	150.
_____ Ability to meet special dietary needs e.g. for diabetics	_____	151.
_____ Prepared on-site	_____	152.
_____ Prepared off-site; reheated on-site	_____	153.
_____ Daily snacks/baking provided	_____	154.
_____ Capacity for Tenant’s guests and family dining	_____	155.

_____ Opportunity for Tenant input to menu (Please describe.) _____ 156.

How are meals provided to Tenants who are ill? Please explain. 157.

Explain how the Service Provider ensures the nutritional requirements of the Tenants are met. 158.

Housekeeping services

Please indicate which of the following tasks will be included in the regular basic housekeeping services within **Tenant’s suites** and the frequency of them being performed.

	<u>Comments</u>	
_____ Vacuum _____ per _____	_____	159.
_____ Dust _____ Per _____	_____	160.
_____ Clean kitchen and bathroom sinks, tubs, showers, and toilets _____ per _____	_____	161.
_____ Wash all tile floors _____ per _____	_____	162.
_____ Clean stove, refrigerator, microwave, etc. _____ per _____	_____	163.
_____ Launder towels and linens _____ per _____	_____	164.

Other (Please specify.):

165.

Please indicate which of the following tasks are included with the regular housekeeping services for the **common areas** and the frequency of them being performed.

	<u>Comments</u>	
_____ Clean dining room _____ per _____	_____	166.
_____ Vacuum common hallways _____ per _____	_____	167.
_____ Vacuum common room _____ per _____	_____	168.
_____ Clean common bathrooms _____ per _____	_____	169.
_____ Wash tile flooring _____ per _____	_____	170.
_____ Clean common care spaces _____ per _____	_____	171.
_____ Wash exterior windows _____ per _____	_____	172.
_____ Clean common area fridges, microwaves, stoves, coffee makers, etc. _____ per _____	_____	173.
Monitoring and 24-hour on-call emergency response system comprises: (indicate call system, staff backup and specific location of staff, either on-site or distance off-site)		174.

Description of recreational and social activities

Please check which of the following activities are organized by the Service Provider:

	<u>Comments</u>	
_____ exercise classes	_____	175.
_____ weekly	_____	
_____ monthly	_____	
_____ newsletter	_____	176.
_____ weekly	_____	
_____ monthly	_____	
_____ organized cards, darts, shuffleboard or bingo	_____	177.
_____ weekly	_____	
_____ monthly	_____	
_____ musical entertainment/ dancing	_____	178.
_____ weekly	_____	
_____ daily	_____	
_____ scheduled tea	_____	179.
_____ weekly	_____	
_____ special outings/trips	_____	180.
_____ monthly	_____	
_____ annually	_____	
_____ scheduled transportation to shopping	_____	181.
_____ weekly	_____	
_____ monthly	_____	
_____ other	_____	182.

How is the provision of these services communicated to Tenants? 183.

What special equipment or resources (if any) is available to facilitate these activities? 184.

Please outline any costs to the Tenant for accessing social and recreational activities. 185.

Please indicate the skill levels of individuals offering these services and any specialized training that they may receive. 186.

Please describe the quality and performance indicators utilized for hospitality services. 187.

Description of personal care services

Will personal care services be provided: 188.

_____ by the Service Provider OR _____ by subcontracted third party
_____ OR _____ VIHA

If the Service Provider currently provides personal care services to the existing Tenants, indicate the approximate average number of hours provided per Tenant:

_____ 10 hours per month 189.

_____ 15 hours per month 190.

_____ 20 hours per month 191.

_____ 30 hours per month 192.

_____ Other (specify): _____ 193.

Monitoring and 24-hour on-call emergency response system comprises: (indicate call system, staff backup and specific location of staff, either on-site or distance off-site)

194.

Please describe the Service Provider’s philosophy of care.

195.

Briefly describe the type of Tenants who the Service Provider anticipates will be occupying the units and the kind of care that they will require.

196.

Indicate the education and training of staff persons providing the personal care services.

197.

Indicate the ongoing training and education plan that would be undertaken to ensure that all staff remain current in developments related to the provision of care for Tenants.

198.

Indicate the length of time each staff person providing personal care services has worked for the Service Provider.

199.

Briefly describe the personal care services that staff can provide to Tenants. Are these personal care services combined with hospitality services in multi-task roles?

200.

Outline how the Tenants will be involved in decisions that affect them.

201.

Outline the role of family, friends and other caregivers in the provision of care.

202.

Indicate the Service Provider's policies for development, implementation, and monitoring of Managed Risk Agreements.

203.

Please describe the quality and performance indicators utilized for personal care services.

204.

3.2 Proposal - Support Documentation

- 1. Neighbourhood plan indicating proximity of building to amenities, including food shopping, medical offices, public transportation, and social/recreational centres. 205.
- 2. Proposed ground floor (or amenity floor) plan. 206.
- 3. Proposed dimensioned unit plan(s), preferably with schematic furniture layouts. 207.
- 4. Description of the social/recreational programs that are proposed for Tenants in this building. 208.
- 5. Fire / emergency plan for the building. 209.
- 6. Typical menu over a monthly cycle. 210.

4.0 Schedule of unit availability

Please estimate which months the Service Provider’s units can begin to be made available:

<u>Month</u>	<u>Number of Units</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

5.0 Price – Summary Information

It is recognized that some Proponents may choose to use their resources to support more than one element of the services, for example, multi-tasking support workers across hospitality and personal care, or managers across housing and hospitality. This creativity and flexibility is encouraged and Proponents in these circumstances are requested to identify this in their operating plan and to allocate nominal costs across the components in this section.

Please use Appendix C Operating Budget Expense Allocations to provide a breakdown to allow the Funding Partners to determine their share of the financial assistance.

Unit Description	Number of Units
Studio	
One-bedroom	

- 1. Base monthly accommodation and hospitality charge:

\$ _____ Studio
 \$ _____ One-bedroom
 \$ _____ Two-bedroom

2. Additional hospitality services not included in basic package (if any):

Cost per service	Description of service
\$ _____	_____
\$ _____	_____
\$ _____	_____

3. Hourly rate for personal care services.

Cost per service	Description of personal care services
\$ _____	_____
\$ _____	_____
\$ _____	_____
\$ _____	_____

4. Extra monthly cost for double occupancy

\$ _____ without hospitality services for the second person
 \$ _____ with hospitality services for the second person

5. Any costs not otherwise specified (e.g. vacant unit charge, damage deposit)

Cost per service	Description of additional costs
\$ _____	_____
\$ _____	_____
\$ _____	_____
\$ _____	_____

X. EVALUATION OF THE PROPOSALS, CONTRACT AWARD AND ADMINISTRATION

Evaluation

BC Housing and VIHA will use the criteria and weighting attached to evaluate the Proposals received. As part of the evaluation process, the Evaluation Committee (representatives of BC Housing and VIHA) may tour the building being proposed and may request an interview with the Service Provider's manager responsible for the building where the units are located. This visit will be organized through the Proponent's Representative indicated in the Proposal.

Award and terms of the agreement

BC Housing and VIHA will each enter into an agreement with the Service Provider for five years for an existing facility, and a ten-year agreement for a newly constructed facility. VIHA will be entering into the Contract for Services Assisted Living Agreement (see Appendix 5 of RFP Part 1) with the Service Provider. BC Housing will enter into a Rent Supplement Landlord Operating Agreement (RSLOA) with a for-profit operator or a BC Housing Operating Agreement (BCHOA) with a not-for-profit operator.

The two BC Housing operating agreements (See Appendix E for RSLOA: the BCHOA is currently not available) will set out each party's responsibilities and obligations, the standards of service to the Tenants, the admissions and exit procedures, the process for adjusting assistance based on changes in the Tenants' incomes, the monitoring and accountability requirements, and the termination clause.

Performance and accountability

BC Housing and VIHA will regularly inspect and review the building, the rent supplement apartments, and the services provided to ensure compliance with the operating agreements.

APPENDIX A

DESIGN AND CONSTRUCTION STANDARDS FOR ASSISTED LIVING

The design and construction standards are listed in two categories: *mandatory* and *desirable*. To be considered for this Proposal call, the *mandatory* standards must be provided or the application will be rejected. Buildings that do not currently meet the mandatory requirements may propose to incorporate them through renovation or retrofit.

The *desirable* features will be used as a reference to evaluate all Proposals. Although Proposals are not required to meet these criteria, they will be evaluated on the basis of how close they come to meeting these desirable features. Buildings that include more of the features in the *desirable* category will score higher in the “Building” component of the evaluation, relative to other projects.

Outline Specifications

In a new construction or conversion Proposal, outline specifications are required. The outline specifications should include:

- Brief description of the assembly or system (If applicable, describe retrofit work)
- Basic materials, products, or equipment.
- Regulatory standard, quality assurance, or reference standard, if applicable, for example, sprinklers to NFPA 13, asphalt shingles with 5-year RCABC guarantee.
- Any deviations from Appendix A.

The building systems and assemblies that need to be described in the above manner are:

1. Building Structure

Construction type (non-combustible, combustible)

Foundation type

Typical construction assemblies of exterior wall, party wall, corridor wall and floor assembly

2. Building systems

Mechanical: Heating, cooling, ventilation for suites and common areas, sanitary system, domestic hot water, plumbing fixtures

Electrical: Power supply, lighting, emergency lighting, emergency generator, exit signs

Fire and life-safety: Sprinkler systems, fire alarm system

Communications: Emergency response, entry phone, telephone, cable TV, data communications

Elevator: Number and capacity (or weight)

3. Finishes

Typical floor, wall and ceiling finish for Tenant suites and common areas

MANDATORY DESIGN AND CONSTRUCTION STANDARDS

M.1 Accessibility - Building

The building, including the main entrance, circulation, amenity spaces and the entry to all rent supplement dwelling units, shall facilitate easy access for frail seniors and people with disabilities.

M.2 Accessibility - Dwelling Unit

Dwelling unit shall have sufficient clearances, particularly in the bathroom, to facilitate easy access for frail seniors and people with disabilities who require the use of mobility aids such as walkers and assistance by care aides.

Grab bars shall be provided at the shower or tub and the toilet and shall be securely mounted.

Shower or bathtub shall have a non-slip surface.

M.3 Dwelling Unit - Features

Dwelling unit shall be self-contained with a lock on the entry door.

Dwelling unit shall include a three-piece bathroom with sink, toilet, and shower or bathtub, and sleeping / living area.

M.4 Life-safety Systems

Sprinklers and fire alarm system shall be provided in both common areas and dwelling units in compliance with NFPA 13 or NFPA.

Dwelling unit shall be equipped with hard-wired, in-suite audible smoke alarms or detectors.

M.5 Emergency Response System and Monitoring

Dwelling unit shall be provided with an emergency response system.

DESIRABLE DESIGN AND CONSTRUCTION STANDARDS

D.1 Location, Building Form and Site Planning

Location - close to services such as shopping and public transportation.

Site Topography - flat or gently sloping site with landscaped outdoor spaces, accessible pedestrian walkways and parking.

Building Entry - weather-protected passenger drop off area at the building entry.

Building Layout – administrative, amenity and hospitality spaces grouped for efficiency and social interaction.

Outdoor Amenity - weather-protected outdoor amenity area with wheelchair access from the in-door common amenity area.

D.2 Accessibility – Building

Building Entry - should comply with the current BC Building Code requirements for accessibility, for example, a minimum 864 mm (2'-10") wide door, level entry area, minimum 1200 mm (4'-0") vestibule clearance; latch side clearance – 610 mm (2'-0") door swing toward, 305 mm (1'-0") door swing away.

Building Entry Door - auto opener with buttons in an accessible location at interior and exterior.

Exit Stairs - minimum 1100 mm (3'-7") wide with handrails both sides.

Corridors - 1524 mm (5'-0") wide with handrails on both sides. Bright and evenly lighted for visibility.

Elevator - two accessible, 1134 kg. (2500 lb.) Capacity elevators are preferred for all buildings that are two stories and higher.

Elevator Features - interior dimensions 2032 x 1295 mm (80 x 51 in.) minimum; handrails in cab; large format buttons mounted at accessible height; high level of illumination; automatic recall when fire alarm is activated.

Elevator Lobby - main floor lobby to have adequate clearance for peak traffic times, minimum 3.0 m (10'-0") clearance to elevator; typical floor lobbies minimum 1.8 m (6'-0") clear.

D.3 Accessibility - Dwelling Unit

Suite Entry Door - if a closer is required at suite entry door, provide low resistance closer. Provide paddle type deadbolt at interior.

Bathroom - 914 x 1524 mm (3 x 5 ft.) shower is preferred for accessibility. Shower or tub should have an adjustable height, telephone type shower fixture.

Bathroom Grab Bars - grab bar layout in compliance with CMHC *Housing for Persons with Disabilities* or other recognized standard. Install grab bars in lieu of towel bar.

Doors - all doors minimum 864 mm (2'-10") wide, with latch side clearance as noted in item D.2 above and lever handles.

Turning Radius - provide 1500 mm (5 ft.) turning radius at the entry, bathroom, sleeping and living areas and 914 mm (3'-0") clear for circulation.

D.4 Dwelling Unit - Features

Area - 51.1 m² (550 ft²) one-bedroom unit.

Kitchen - kitchen area provided with refrigerator, sink, cooking facilities, and kitchen cabinetry.

Water Temperature - domestic hot water system and/or sinks, bathtubs and showers for use by tenants shall be provided with temperature controls to prevent scalding.

Unit Temperature - individual controls e.g., a wall-mounted thermostat in each unit to permit heating system control by Tenant.

Other features such as in-suite storage or balcony / patio that increase independence or amenity.

D.5 Common Areas

Administration and Staff - offices and staff rooms adequate to the staffing model.

Amenity - entrance lobby, lounge and activity rooms. Separate active and passive lounges and activity rooms are preferred, approximately 0.93 m² (10 ft²) / dwelling unit for the tenant lounge and activity rooms.

Hospitality - commercial kitchen / servery and a common dining room with seating for 75% of tenants. Common laundry rooms are preferred on each floor with a small sitting area adjacent.

Personal Care Services - assisted bathing, hairdressing, podiatry, visiting consult room.

Service Rooms - scooter storage; tenant storage if in suite storage is not available; garbage.

D.6 Life-safety Systems

Compartmentalization - a fire separation at the mid-point of the corridor on each floor consisting of a fire door and hold open device connected to the fire alarm system.

Exiting - 1524 mm (5'-0") wide corridors and 1100 mm. (3'-7") wide exit stairs, handrails on both sides of the exit stairs, high level of illumination for regular and emergency lighting at the corridor and stair, tactile warning strips at the landings.

Detection - provision for visual fire alarms for the hearing impaired (strobes) in all suites and common areas; a recorded voice message with the fire alarm; the activation of the in-suite smoke alarm displays at the annunciator panel, corridor and/or the emergency call system.

Smoke Control - corridor pressurization on activation of in-suite alarms to provide 100% fresh air and to limit smoke migration into the corridor. Electronic suite entry door closers, activated by a smoke detector in the unit.

Note: These measures exceed the BC Building Code requirements for group C residential occupancy, but they are recommended to address the needs of *Independent Living BC* Tenants.

D.7 Emergency Response System and Monitoring

All rent supplement dwelling units and common areas to be provided with telephone and electrical outlet for installation of Tenant activated, wireless, monitored emergency response system.

Continuous monitoring of the response system is to be provided by a monitoring agency. System is to permit local signal to be transmitted via pager or cellular phone to staff.

APPENDIX B

LETTER OF COMMITTAL

Date: _____

BC Housing
601 – 4555 Kingsway
Burnaby BC V5H 4V8

Sample

Attention: Manager, Program Development

Re: Request for Proposals

I, (name) am the (position) of (company or corporate entity), the Proponent of the attached Proposal. I have the authority to submit this Proposal and bind and make representations for the Proponent. Through submission of this Proposal, we agree to all the terms and conditions of the Request for Proposals and we agree to be bound by statements and representations made in this Proposal.

We understand that our Proposal is subject to the *Freedom of Information and Protection of Privacy Act* under which applicants can request that provincially-funded bodies, such as BC Housing, release information on the allocation of provincial program funds. Records can be withheld if their disclosure would be harmful to the business interests of the provincial body or the party with which it is doing business; however, in the case of a dispute, the final decision is made by the Information and Privacy Commissioner.

We certify that we do not have any actual or potential conflict of interest between our interests and the interests of BC Housing and VIHA under this Request for Proposals process and that there is no collusion or arrangement between the Proponent and other Proponents in connection with this Proposal. We acknowledge that if a conflict exists, BC Housing and VIHA may, at their discretion, withhold consideration of our Proposal.

We authorize and consent to BC Housing and VIHA receiving and exchanging with others, including credit bureaus, the references provided in the Proposal, and with other persons with whom we have had dealings, credit and other information about us. We understand that such information will be a factor in the decision of BC Housing and VIHA to enter into agreements for this Request for Proposals.

Proponent's legal name: _____

Authorized Signature: _____ Date: _____

**APPENDIX C
OPERATING BUDGET EXPENSE ALLOCATIONS**

Expense	ILBC Units	Private Units	Total
<i>Accommodations (indirect)</i>			
Chef			
Plant Maintenance			
Equipment Maintenance			
TOTAL INDIRECT WAGES			
<i>Non Wage</i>			
Food Costs			
Activity / transport			
Housekeeping/Laundry Supplies			
Maintenance Supplies			
Registrar application and annual cost			
TOTAL NON WAGES			
<i>Administration</i>			
Assisted Living Leader			
Leader Education			
TOTAL ADM WAGES			
<i>Non Wage</i>			
Office overhead/supplies			
Audit & Legal Fees			
Travel / Accommodations			
Mentorship Fee			
Service Insurance (liability)			
Building Insurance			
Utilities			
Utilities: Heating & Hot Water			
Utilities: Electrical			
Utilities: Garbage Removal			
Utilities: Water & Sewer			
Replacement Reserve Provision			
Property Tax and Licenses			
Mortgage Principal & Interest			
Other (Please Specify)			
TOTAL NON WAGES			
TOTAL EXPENSES			

APPENDIX D

EVALUATION CRITERIA AND WEIGHTING

Each submission will be evaluated relative to all others received. Proposals which do not meet all of the mandatory requirements will not be scored.

Category	Weighting
Mandatory Requirements: <ul style="list-style-type: none"> • Submission received by deadline • Letter of Committal • Mandatory design features 	Pass/Fail
Proponent Capacity: <ul style="list-style-type: none"> • Experience and Strength of Corporate Team • References • Quality Improvement • Relationships with Communities 	
Scoring sub-total	20
Housing base: <ul style="list-style-type: none"> • Location • Amenities (interior and exterior) • Unit features • Overall accessibility - common areas and units • Life safety and security 	
Scoring sub-total	25
<ul style="list-style-type: none"> • Hospitality services: • Food services • Housekeeping services • Recreational and social activities 	
This section must score 50% or greater.	Scoring sub-total
	20
Personal care services: <ul style="list-style-type: none"> • Philosophy of care • Services offered • Staff qualifications, experience and training • Respect for Tenants and family • Staffing levels (including 24 hour response and monitoring) 	
This section must score 50% or greater.	Scoring sub-total
	35
Business Case (financially feasible to both funding partners)	Pass/Fail

APPENDIX E
RENT SUPPLEMENT
LANDLORD OPERATING AGREEMENT
HEALTH AUTHORITY SELECTS OCCUPANTS

D R A F T

THIS OPERATING AGREEMENT dated for reference

BETWEEN:

(the "Landlord")

AND:

BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION
Suite #601 - 4555 Kingsway, Burnaby, British Columbia V5H 4V8

("BC Housing")

with respect to a housing development at XX, British Columbia (the "Development").

BACKGROUND

- A. Independent Living BC encompasses two types of housing: independent housing with some support services and assisted living for those who need a greater level of care. Independent Living BC offers a middle option between home care and institutional care. Independent Living BC provides subsidized housing and a range of other services, to low and moderate income Tenants that are Seniors or Persons with a Disability, in order to facilitate such Tenants to remain independent for as long as they are able.
- B. The Landlord owns and/or operates the Development and wishes to receive Rent Supplement payments in return for providing Independent Living BC units to low and moderate income Seniors or Persons with a Disability.
- C. BC Housing wishes to provide Rent Supplement payments to the Landlord in order to assist low or moderate income Seniors or Persons with a Disability obtain Independent Living BC accommodation.
- D. Under a separate agreement with the Landlord, (the "Health Agreement"), the Health Authority will select and provide Tenants for the Designated Units and will also provide for personal care services to the Tenants.

AGREEMENT

The parties agree as follows for the Term of this Agreement:

PART 1 ROLES AND RESPONSIBILITIES OF THE LANDLORD

ROLE OF THE LANDLORD. The Landlord will manage the Development and the Rent Supplements in a proper, efficient and timely manner.

MANAGEMENT ORGANIZATION. The Landlord will establish a well organized management structure, policies and procedures that ensure that the Rent Supplements are well managed and will ensure all relevant staff are fully aware of such policies and procedures and the terms of this Agreement.

MAINTENANCE. The Landlord will maintain the Development in a state of good repair for the benefit of the Tenants and the community in which the Development is located, and in particular will:

ensure that the Development complies with all applicable statutory health and safety standards; and

ensure that fire regulations are observed and that fire inspections are carried out regularly by the appropriate authorities.

TENANTS. The Landlord will:

Serve Tenants promptly and courteously, with clear and informative communication;

provide each Tenant with access to information concerning that Tenant and protect the privacy of Tenants; and

treat the Tenants in the same manner and afford them the same facilities and privileges as are afforded all other persons living in the Development.

PART 2 ROLES AND RESPONSIBILITIES OF BC HOUSING

RENT SUPPLEMENT. BC Housing will pay the Rent Supplement to the Landlord in a timely manner in accordance with this Agreement for the Term.

MONITOR OPERATIONS. BC Housing will monitor the operation of the Development and the Landlord's use of the Rent Supplement in accordance with this Agreement.

PART 3 UNIT SELECTION AND TENANTS

UNIT SELECTION. During the Term, the Landlord will ensure that X Units in the Development are occupied by, or are available to be occupied by, Tenants selected by the Health Authority pursuant to the Health Agreement (the "Designated Units").

PROOF OF ANNUAL INCOME FOR CALCULATION PURPOSES. Unless otherwise directed by BC Housing, the Landlord will obtain a declaration (an "Application Form") and supporting documentation as evidence of the Annual Income for Calculation Purposes of that Tenant, from each Tenant at the time of initial occupancy, and from each Tenant receiving Rent Supplement at least annually, or as required by BC Housing, which declaration will be in a form approved by BC Housing as amended from time to time.

TENANT RENT CONTRIBUTION. The Landlord will review each Tenant's Application Form together with any documentation in support, and use that information to determine the amount a Tenant will contribute towards the Agreed Rent for a Unit (the "Tenant Rent Contribution"), as follows:

the Tenant Rent Contribution will be based on the application of the Independent Living Rent Scale attached as Schedule B;

if the Tenant Rent Contribution exceeds the total of the Agreed Rent and the personal care services charge as established by the Health Authority, then the tenant will pay no more than the total of the Agreed Rent and the personal care services charge; and

if the Tenant Rent Contribution is at or greater than the Agreed Rent, the Tenant and Designated Unit are not eligible for a rent subsidy under this Agreement and the total Rent Supplement will be reduced as set out in Section 4.1. For clarity, if the Health Authority and the Landlord agree to select another Unit as a Designated Unit, then no reduction in Designated Units will apply.

LANDLORD AND OCCUPANT RELATIONSHIP. The Landlord will enter into its standard Residency Agreement for the Agreed Rent with a Tenant. The full normal relationship of landlord and tenant exists between Landlord and Tenant. BC Housing is not liable to the Landlord for any breach by a Tenant of a Residency Agreement including the covenant to pay rent.

CLEANING AND DAMAGES. BC Housing is not responsible for any cleaning, damages, rent arrears or other such similar claims to/for a Designated Unit. The Landlord is responsible for pursuing the Tenant for any claims for cleaning, damages, arrears or other such similar claims.

PART 4 RENT SUPPLEMENT

RENT SUPPLEMENTS FROM BC HOUSING. The Rent Supplement will begin once the Health Authority first places a Tenant eligible for subsidy in a Designated Unit. Until all Designated Units have been initially occupied by a Tenant, BC Housing will pay to the Landlord as Rent Supplement per month for each Designated Unit occupied by a Tenant. Once all Designated Units have been occupied by a Tenant, and provided thereafter the number of Designated Units identified in Section 3.1 continues during the Term, BC Housing will pay to the Landlord the amount of \$XX monthly. Should the number of Designated Units be reduced for any reason, the amount of Rent Supplement paid will be reduced by \$XX per month for each reduction in the number of Designated Units.

VACANCY. The Landlord will report to BC Housing any Designated Unit that is vacant for 3 months or longer. BC Housing will not pay a Rent Supplement on a Designated Unit that is vacant for longer than 3 months and may, at its sole discretion, deem such Units no longer Designated Units and the number of Designated Units set out in Section 3.1, and the total Rent Supplement paid to the Landlord, may be reduced accordingly.

RENT SUPPLEMENT. BC Housing will pay the Rent Supplement to the Landlord monthly in advance.

ANNUAL ACTIVITY REPORT. The Landlord will, within 3 months after the end of each Fiscal Year, provide BC Housing, in a format approved by BC Housing, a summary of activity pursuant to this Agreement for the preceding Fiscal Year. Such report will include, but not be limited to: a monthly list of Tenants and Designated Units occupied, Agreed Rent, Tenant Rent Contribution for each Tenant, vacant Designated Units, date of occupancy, date of departure.

SUSPENSION, REDUCTION OR CANCELLATION. BC Housing may reduce, suspend or cancel the Rent Supplement for a Tenant if there is a breach of this Agreement or of any requirements of BC Housing relating to a Tenant's Application Form or proof of income or to a BC Housing audit of a Tenant's Application Form, proof of income and subsequent findings. In such an event, the amount of Rent Supplement set out in Section 4.1 may be reduced. The suspension, reduction or cancellation of the Rent Supplement for a specific Tenant will not affect the payment of Rent Supplement to the remainder of the Tenants.

ADJUSTMENT TO RENT SUPPLEMENT. After reviewing the annual activity report, BC Housing will adjust Rent Supplement payments, or ask the Landlord for an adjustment re-payment for:

overpayment on vacant Units (i.e. vacant for longer than 3 months);

where Designated Units are occupied by Tenants ineligible for subsidy per Section 3.3.3. or Section 4.5.

FAILURE TO PAY TENANT RENT CONTRIBUTION. In order to continue to receive Rent Supplement, the Tenant must continue to pay the Tenant Rent Contribution. The Landlord is responsible to ensure the Tenant pays the Tenant Rent Contribution in a timely manner, however, should the Tenant be more than 30 days in arrears in paying the Tenant Rent Contribution then the Landlord will notify BC Housing.

PART 5 GENERAL OPERATIONS

OPERATIONAL REVIEW. The Landlord will permit BC Housing to inspect the Development, Designated Units and Tenant records held by the Landlord at any reasonable time, and may make extracts from and take photocopies of those records. The review will include, but not be limited to, the following:

the Landlord's conformance with statutory requirements and the terms of this Agreement; and

inspection of buildings and/or Designated Units.

RECORDS. The Landlord will maintain adequate operational records for the Development and the following will apply:

the Landlord will retain all documents, vouchers, records and accounts that pertain to the Tenants for not less than 7 years following the date of receipt or production of those records; and

the Landlord agrees that applicant and Tenant information will be collected, used and disclosed in accordance with the *Freedom of Information and Protection of Privacy Act*. The Landlord will ensure that persons with access to the Landlord's records on the Development will collect, use and disclose applicant and Tenant information in accordance with that Act.

STATISTICAL INFORMATION. The Landlord will supply to BC Housing for statistical purposes, in a format requested by BC Housing, information concerning the Rent Supplements, Tenants or other matters dealt with in this Agreement that BC Housing may request from time to time.

REDECORATION. The Landlord will, without charge to a Tenant or BC Housing, repaint the Designated Units at least once every eight years and clean the carpets and clean the drapes/blinds on a cyclical basis but not less frequently than every two years.

PART 6 LIABILITY

INDEMNITY. The Landlord will indemnify and save harmless BC Housing, the Provincial Rental Housing Corporation and the Provincial Government, and each of their ministers, board members, officers, directors, employees and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from all claims and costs which they may be liable for or incur arising out of any act or omission of the Landlord or its officers, directors, employees, agents, contractors or other persons for whom at law the Landlord is responsible, or the Landlord's ownership, lease, operation, management or financing of the Development or Rent Supplements, except to the extent that it is caused by the negligence of BC Housing or its employees, agents or contractors.

RELEASE. The Landlord releases BC Housing, the Provincial Rental Housing Corporation and the Provincial Government, and each of their ministers, board members, officers, directors, employees and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from all claims arising out of advice or direction respecting the ownership, lease, operation or management of the Development or Rent Supplements given to the Landlord by any of them, except to the extent that advice or direction is given negligently.

SURVIVAL. The obligations of the Landlord set out in Sections 6.1 Indemnity and 6.2 Release survive termination of this Agreement.

PART 7 GENERAL PROVISIONS

DEFAULT. In the event the Landlord fails to maintain the Development or the Designated Units in a fit state for occupancy, or otherwise commits a breach of this Agreement and fails to take remedial actions as requested by BC Housing within 30 days of such request, then BC Housing may cancel this Agreement immediately without further obligation on the part of BC Housing.

HEALTH AGREEMENT BREACH. A breach of the Health Agreement will be a breach of this Agreement.

DETERMINATION BY BC HOUSING BINDING. Wherever in this Agreement BC Housing's approval is required for a decision or action of the Landlord, BC Housing's determination, designation or decision with regard to that approval is conclusive and binds the Landlord.

RENT SUPPLEMENT PAYMENT WHEN AGREEMENT TERMINATES. Neither BC Housing nor the Provincial Government is obliged to pay Rent Supplement or to make any other financial contributions to the Landlord after the termination of this Agreement. At BC Housing's option, however, the Landlord agrees to permit the Tenants to continue occupancy under the same conditions as to the payment of Rent Supplements by BC Housing, and this Agreement will remain binding on both parties with respect to only those Tenants for whom BC Housing exercises its option under this Section as if it were still in force. Pursuant to this Section, when a Tenant moves out or their Annual Income for Calculation Purposes no longer makes them eligible for Rent Supplements, then the Rent Supplement will cease and cannot be transferred to another Tenant or applicant. Where BC Housing exercises this option, the amount of Rent Supplement will be an amount per Tenant, as negotiated by the parties, both acting reasonably. Pursuant to this Section, the Landlord must notify BC Housing immediately on learning that an in situ Tenant has vacated, or intends to vacate, a Designated Unit.

NOTICES. All notices, demands or requests of any kind, which the Landlord 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. Service of that notice, demand or request is deemed complete if made by:

registered mail, 72 hours after the time of mailing, except where there is a postal service disruption during that period;

teletype, on the first business day after the date when that teletype is transmitted; or

personal service, upon that personal service being effected.

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. Any notice, demand or request made to BC Housing, to be effective, will be addressed to the Director, Housing Operations.

ASSIGNMENT. The Landlord will not assign its rights or obligations under this Agreement without BC Housing's prior approval, which will not be unreasonably withheld.

WHOLE AGREEMENT. There are no warranties, representations, conditions or collateral Agreements that pertain to this Agreement, except as set forth in this Agreement.

ENURING EFFECT. This Agreement enures to the benefit of and binds each of BC Housing and the Landlord and their respective successors and permitted assigns.

SALE OR TRANSFER. The Landlord will promptly notify BC Housing both in advance and on completion of any transfer of the Development by sale, lease or otherwise, and, subject to Section 7.7, will ensure that all prospective transferees are aware of this Agreement and that any transferee agrees to be bound by this Agreement.

RENEWAL. This Agreement may, by agreement of both parties, be renewed at the end of the Term for a period of 5 years, or such other period as may be agreed upon, provided that both parties agree to the renewal at least 90 days prior to the end of the Term. Such renewal and any subsequent renewals will be upon the same terms and conditions as set out in this Agreement, or as otherwise agreed to by the parties.

PART 8 INTERPRETATION

DEFINITIONS. The meanings of terms used in this Agreement are set out in Schedule A.

SCHEDULES. Attached to this Agreement are Schedules A, B and C. These Schedules are an integral part of this Agreement.

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.

GOVERNING LAW. This Agreement is to be governed by and construed and enforced in accordance with the laws of British Columbia.

REFERENCES. If the singular, masculine, feminine or neuter is used in this Agreement, the reference is to the plural, masculine, feminine or body corporate according to the context in which it is used.

CONSTRUCTION. The division of this Agreement into sections and the use of headings are for convenience of reference only and are not intended to govern, limit or aid in the construction of any provision. In all cases, the language in this Agreement is to be construed simply, according to its fair meaning and not strictly for or against either party.

NO LIMITATION. The word "including", when following any general statement, term or matter, is not to be construed to limit that general statement, term or matter to the specific items set forth immediately following that word or to similar items. That general statement, term or matter is to be construed to refer to all other items that could reasonably fall within the broadest possible scope of that general statement, term or matter.

DOCUMENT WRITTEN IN PRESENT TENSE. The word "will", where the subject is either or both of the parties, denotes a present obligation.

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.

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.

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:

it will be obtained before any action is taken on it;

it will be requested and responded to in writing; and

it will not be unreasonably withheld, except if this Agreement otherwise expressly stipulates, or delayed.

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.

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.

IN WITNESS OF WHICH the duly authorized signatories of each of the Landlord and BC Housing have executed this Agreement effective as of the reference date of this Agreement.

COMPANY NAME

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

**SCHEDULE A
OPERATING AGREEMENT
DEFINITIONS**

1. "Agreed Rent" means the monthly per Unit amount by Unit size as set out in Schedule C, and is exclusive of any amounts for personal care and any personal services agreed to independently between the Landlord and Tenant.
2. "Annual Income for Calculation Purposes" means an amount determined in accordance with Schedule B, the Independent Living Rent Scale.
3. "Application Form" means the form, completed by the Tenant or a legal representative, declaring the Tenant's income and used to determine the Tenant Rent Contribution as described in Section 3.2.
4. "Development" means the land and improvements at XX, British Columbia.
5. "Designated Unit" means a Unit in the Development where a Tenant is placed by the Health Authority, pursuant to the Health Agreement, as set out in Section 3.1.
6. "Health Agreement" means an agreement between the Health Authority and the Landlord that provides for the selection of applicants for the Designated Units and as set out in Preamble D of the Background.
7. "Health Authority" means Vancouver Island Health Authority or VIHA.
8. "Person with a Disability" means a person who meets any criteria of the Health Authority regarding disability.
9. "Provincial Government" means Her Majesty the Queen in Right of the Province of British Columbia.
10. "Rent Supplement" means the amount paid by BC Housing to the Landlord.
11. "Residency Agreement" means a tenancy agreement, lease, license or other right of a Tenant to occupy a Unit.
12. "Senior" means a person who is at least 55 years of age, and includes a person who resides with a person who is at least 55 years of age.
13. "Start Date" means the first day of the month for which Rent Supplement was first paid to the Landlord pursuant to this Agreement.
14. "Tenant" means the person or persons placed by the Health Authority in a Designated Unit pursuant to the Health Agreement, and legally occupying the Designated Unit pursuant to a Residency Agreement, including any person residing in a Designated Unit not named in the Residency Agreement.
15. "Tenant Rent Contribution" means the monthly amount a Tenant must contribute towards the Agreed Rent as set out in Section 3.3.
16. "Term" means the earlier of the termination of the Health Agreement, or a period of years from and including the Start Date.
17. "Unit" means a dwelling unit in the Development.

**SCHEDULE B
OPERATING AGREEMENT**

INDEPENDENT LIVING RENT SCALE

The Tenant Rent Contribution will not exceed a set percentage, as determined from time to time by BC Housing (currently 70%) of one twelfth of the Annual Income for Calculation Purposes of the Tenants, including any person residing in a Unit who is not named in the Tenancy Agreement and the following will apply:

1. "Annual Income for Calculation Purposes" means the annual amount of net income (currently line 236), less income tax paid (currently line 435), as set out in the Canada Customs and Revenue Agency personal income tax return (t1);
2. a minimum Tenant Rent Contribution is applied based on applicable household size and age of the Tenant; and
3. if the Tenant declares no income or is receiving income assistance under the *Employment and Assistance Act*, the *Employment and Assistance for Persons with Disabilities Act*, or successor legislation, the Tenant Rent Contribution will be set at an amount as determined by BC Housing from time to time.

BC Housing may change all or part of this scale at any time at its sole discretion.

**SCHEDULE C
OPERATING AGREEMENT**

AGREED RENT

<u>No. of Units</u>	<u>Unit Size</u>	<u>Agreed Rent (Single Occupancy)</u>	<u>Agreed Rent (Double Occupancy)</u>
	Studio		
	1-bed		
	2-bed		

APPENDIX F INSURANCE

Insurance

1. The Society will, throughout the Term, obtain and maintain:
 - 1.1 insurance protecting the Society, (including the Society's employees and agents, without any rights of cross-claim or subrogation, against BC Housing or its employees or agents) against claims for personal injury, death, property damage and loss or third party or other public liability claims arising from any accident or occurrence in, on or about the Development to an amount of at least \$3,000,000 inclusive for any one occurrence or such other amount that BC Housing, from time to time, reasonably so requires;
 - 1.2 insurance, calculated on a replacement cost basis, upon the full insurable value of the Improvements in the joint names of the Society and any mortgage lender, as their interests may appear, and protecting all of them from loss or damage caused by fire and other perils, including earthquake and flood, as is from time to time included in the standard form "All Risks" insurance policy generally available in British Columbia. The policy must include bylaw insurance covering required material changes and demolition of any undamaged portion of the Improvements;
 - 1.3 if applicable, broad comprehensive boiler and machinery insurance, in the joint names of the Society and any mortgage lender, as their interests may appear, covering all boilers and pressure vessels in the Development, and also covering loss or damage caused by rupture of steam pipes, in such amount as a prudent owner of a similar development would obtain or in a greater amount if BC Housing, from time to time, reasonably so requires;
 - 1.4 if requested by BC Housing, business interruption insurance, on terms that BC Housing requires; and
 - 1.5 other insurance that BC Housing reasonably requires from time to time or as any mortgage lender requires.

Insurance Requirements

2. The Society will ensure that the following provisions will govern the insurance and will comply with them:
 - 2.1 the policies must provide that they cannot be cancelled, terminated or materially amended, except if the insurer delivers to BC Housing at least 30 days' prior written notice;

- 2.2 the policies must insure the interests of and protect any mortgage lender and BC Housing notwithstanding any act, omission or negligence of the mortgage lender or BC Housing or any third party which is not within the knowledge or control of the insured, which might otherwise result in the forfeiture or invalidity of any of the policies;
- 2.3 policies of public liability insurance will be written to cover the Society and any mortgage lender and BC Housing as additional insureds and will provide that each person insured is insured in the same manner and to the same extent as if individual policies had been issued to each;
- 2.4 the policies must be written by insurers, and on terms reasonably satisfactory to BC Housing;
- 2.5 the policies must be primary and not call into contribution or be in excess of any other insurance available to the named or additional named insured(s), and must not include a co-insurance clause;
- 2.6 the Society will deliver to BC Housing, on request, a certificate of insurance providing evidence of the required insurance or, on request, certified copies of the policies or renewals of them;
- 2.7 the Society will notify BC Housing immediately of any circumstance known to the Society which might materially affect the coverage under the policies; and
- 2.8 the policies may provide that the amount payable in the event of any loss will be reduced by a deductible in an amount approved by BC Housing. The Society will be a co-insurer only to the extent of the amount so deducted from the insurance proceeds paid in the event of any loss.

Workers' Compensation

3. The Society 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*.

No Representation

4. Any requirement as to the amount or type of coverage under any policy of insurance does not constitute a representation by BC Housing that the amount or type required is adequate.

APPENDIX G
RFP GENERAL TERMS AND CONDITIONS

Proponents are to refer to RFP Part 1 of 2 Appendix 8 for the RFP General Terms and Condition