



Indigenous capital grant application process

Alberta Health, Government of Alberta
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Continuing Care Capital Program
Indigenous Capital Grant Application Process
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2021/2022

Continuing Care Capital Program

Indigenous Capital Grant Application Process

Issued: Thursday, August 19, 2021

Closing date and time: Friday, December 17, 2021, 4:30 p.m.

Introduction

The Government of Alberta is implementing a new needs-based program to increase the supply of supportive living, Designated Supportive Living (DSL) and Long-Term Care (LTC) spaces in Alberta's Continuing Care system. The new Continuing Care Capital Program focuses on using partnership approaches and the best practices of previously implemented Continuing Care capital programs to quickly and cost effectively add spaces.

Working from a foundation of building meaningful relationships, the Indigenous stream of the Continuing Care Capital Program will support the development of Continuing Care spaces for Indigenous peoples in Alberta, increasing Continuing Care capacity for Indigenous populations on or off reserve(s) or on or off Metis Settlement(s).

The new program will support health outcomes and quality of life for Indigenous people in Alberta by increasing access to culturally appropriate and high-quality Continuing Care spaces where required. It will also incorporate learnings from Alberta's COVID-19 experience that enhance resident well-being and support residents, staff and operators in receiving and providing safe and appropriate supports, care and environments.

Indigenous groups have identified a need for local, culturally appropriate accommodation and care / support services so that Elders and others with changing care needs can remain close to home, family and friends.

Where feasible, new capacity will incorporate models where multiple levels of care are available in a single facility / campus to minimize separation of couples, friends and family. For example, when a primary caregiver for a spouse living with dementia is also managing their own health issues, both may require a facility where both receive the care they need.

The provision of Continuing Care spaces is important to:

- Help reduce and prevent unnecessary hospitalizations; and
- Enable Albertans to remain in their communities or return to their communities and have the necessary care supports, close to family and friends, as they age or as their needs evolve.

Championing an ‘aging in place’ concept is vital because it supports residents’ ongoing involvement in social activities and provides a sense of belonging and purpose in their community, all of which contribute to wellness and quality of life.

New Continuing Care spaces are expected to integrate with home care and community programs / services where appropriate. For example, these facilities may act as community / resource hubs by including dedicated spaces allocated to host adult day programs, clinics, primary health care, daycares and other community resources.

Community-centric Continuing Care facility development represents a better use of resources and provides improved social integration opportunities between residents and the surrounding community. Proposals for new Continuing Care spaces / facilities should consider or demonstrate, where possible, collaboration with other organizations and / or neighbouring communities and innovative operational practices that incorporate cultural components.

Alberta Health is accepting Grant Applications for the development of Continuing Care spaces that have been identified and verified by an Indigenous group / organization, in collaboration with Alberta Health Services (AHS), where Continuing Care capacity is needed. Such determinations must be made through conversations with the communities and must include culturally appropriate approaches that further incorporate traditional care and healing.

Given there exists no reliable way to assess the unique needs of Indigenous communities through analysis of demographic data alone, community engagement is critical to informing the needs assessment models for Indigenous communities. Needs and capabilities are different in each community and conversations are important to help ensure that unmet need and population demand are appropriately aligned to the health service requirements of each community.

A Needs Assessment is required to complete the Business Case Application Form (part of the Grant Application Package) that outlines the services and infrastructure required to meet the assessed needs of the Indigenous community.

- Contact AHS at indigenoushealthprogram@ahs.ca to support the development of a Needs Assessment for your community.
- See also AHS’ [Continuing Care in Indigenous Communities Guidebook](#).

This is a competitive capital grant opportunity to support Indigenous groups / organizations to build or upgrade / renovate culturally appropriate Continuing Care spaces, where needed, to support Indigenous people in Alberta on or off reserve(s) and on or off Metis Settlement(s). All capital Grant Applications will be evaluated at the same time once the grant closes. Alberta Health may receive more capital Grant Applications from Indigenous groups / organizations than the available funding can support; therefore, funding decisions will be based on an evaluation of the strength of Grant Applications as measured by Established Program Criteria (see Article V). Preference will be given to Applicants who can quickly and cost effectively develop spaces to support unmet needs for culturally appropriate Continuing Care.

Who is eligible to apply for a Continuing Care capital grant?

Eligible applicants must be a legal entity located in the Province of Alberta and include:

- First Nation “Band” as defined in Canada’s *Indian Act*
- First Nations
- Aseniwuche Winewak Nation
- First Nation owned corporations
- Tribal Councils and Treaty Organizations
- Metis Settlements General Council
- Metis Settlements
- Métis Nation of Alberta Association
- Other Métis regional or local associations or societies
- Indigenous-owned businesses or development corporations
- Indigenous not-for-profit organizations with a mandate related to the objectives of the Continuing Care Capital Program Indigenous stream

Note: Partnerships with other Indigenous entities, non-Indigenous organizations, the federal government, other provincial ministries, municipalities and / or AHS are encouraged; however, the primary Applicant must be an Indigenous group or organization in Alberta that falls into one of the categories of eligible applicants.

This is **one-time capital grant funding only** for the development of Continuing Care capacity. Therefore, the Grant Application must include in the business case the provision of a capital renewal program to address the ongoing maintenance and operation of the facility throughout its useful life. The capital grant funding is separately distinguished from operational funding that addresses ongoing operations (accommodation services and care services) of the Facility as well as any deferred or ongoing maintenance of the Facility. It is the responsibility of the Applicant to manage preventative maintenance of the Facility to maximize its useful life and to ensure funds are available when needed for ongoing maintenance and capital replacement (such as the replacement of roofs, boilers, windows, kitchen and other equipment).

Prime Consultant and General Contractor Selection to Assist Applicants in Project Delivery

There are different methods to construct a building depending on project scope, schedule, budget, and location. The Applicant has sole responsibility for proactively retaining a prime consultant as early as possible to mitigate potential unforeseeable risks in implementing the project.

A knowledgeable prime consultant, such as a registered architect or a professional engineer, with experience in the development of Continuing Care facilities, can act as a liaison for the Applicant when dealing with contractors and Authorities Having Jurisdiction, but can also advise the Applicant on how to best deliver the project within the given project constraints. This expertise is especially crucial to an Applicant who does not have project management or construction management experience.

Operational Funding for Facility-Based Continuing Care

Publicly funded facility-based Continuing Care operators (i.e., DSL and LTC facility operators) have two primary sources of operational funding:

1. Health services revenue. The majority of the operational funding comes from AHS directly for the health care provided to residents. The funding is intended to cover health care related costs, including the costs associated with staffing (direct care and management staff). In LTC, this would also include medically necessary medication and supplies.
2. Accommodation / hospitality services revenue. The other typical source of revenue for facility operators is the funding they receive from resident accommodation charges that would cover accommodation related expenses, such as, but not limited to, food services, laundry / linen services, housekeeping, utilities and maintenance. Alberta Health is responsible for setting the maximum accommodation charge amount that operators can charge residents for their DSL and LTC spaces. The maximum charges are based on room type and there are income supports available for eligible low-income residents through either the Alberta Seniors Benefit or the Assured Income for the Severely Handicapped programs. More information on these charges can be found on Alberta Health's website at <https://www.alberta.ca/continuing-care-accommodation-charges.aspx>.

Examples of Different Approaches to Operating Continuing Care Facilities:

1. Models of care service delivery in publicly-funded Designated Supportive Living

Partnering with AHS to provide publicly-funded health care services in DSL spaces may assist Indigenous groups / organizations with ongoing sustainability and help provide individuals with comprehensive services that foster a healthy and active community. In addition, this supports individuals to remain in the communities they call home.

Indigenous groups / organizations may provide accommodation services only or provide both accommodation services and care services. If the organization wishes to contract with AHS to provide publicly-funded care services, AHS will work with the potential operator and determine the most appropriate type of contract agreement. The type of contract that is ultimately selected considers the operator's interest, ability, expertise, and experience in providing DSL care services, as well as their financial viability.

There are typically three ways that publicly-funded care services can be provided and there may be the possibility of customization through negotiations and discussions:

1. Indigenous group / organization provides accommodation services only; AHS provides care services

When the Indigenous group / organization provides only accommodation services, AHS may provide the care services directly by contracting access to **designated access spaces** with the Indigenous group / organization. A designated **access agreement** is used to describe and govern the relationship between AHS and the operator. In these arrangements, AHS is responsible for providing all clinical care services required by residents and AHS has to comply with the [Continuing Care Health Service Standards](#) in providing these clinical care services, while

the operator has to comply with the *Supportive Living Accommodation Licensing Act* and the [Supportive Living Accommodation Standards](#) for the accommodation services they are responsible for.

2. Indigenous group / organization provides accommodation and care services

When the Indigenous group / organization provides both accommodation and care services, the operator may be funded for the care services through a contract with AHS if it meets AHS' requirements for the delivery of care services. A **supportive living master services agreement (MSA)** is used to govern the relationship between AHS and the Indigenous group / organization. The Indigenous group / organization is responsible for providing all clinical care services required by residents and has to comply with the [Continuing Care Health Service Standards](#) in providing these clinical care services. The operator also has to comply with the *Supportive Living Accommodation Licensing Act* and the [Supportive Living Accommodation Standards](#) for the accommodation services they are responsible for.

3. Indigenous group / organization provides accommodation and subcontracts care services to an AHS approved service provider

An Indigenous group / organization may subcontract resident care to a healthcare service provider who meets AHS' requirements. A MSA will govern the relationship between AHS and the Indigenous group / organization as well as determine the roles and responsibilities of the parties. The approved subcontractor would be responsible for providing clinical care services to residents and has to comply with the [Continuing Care Health Service Standards](#) in providing these clinical care services. The Indigenous group / organization is responsible for the subcontractor carrying out the services under its subcontract agreement and the terms of the MSA.

2. Care service delivery in non-publicly-funded supportive living

Indigenous groups / organizations may instead prefer to self-fund, charge the residents, or obtain other external funding for the care services rather than contracting with AHS. In this case, the site would be classified as supportive living, rather than designated supportive living, and the Indigenous group / organization would be responsible for ensuring ongoing funding to make the care services sustainable over the long term. Another option would be that the proponent provides the housing and AHS or a service provider provides the appropriate wrap around services to support the unmet needs of the residents. Alberta Health does not provide operational funding to organizations that choose not to contract with AHS. The operator would still be required to comply with the *Supportive Living Accommodation Licensing Act* and the [Supportive Living Accommodation Standards](#) for the accommodation services they are responsible for.

For continuing care accommodation and health service standards, please visit: <https://www.alberta.ca/continuing-care-accommodation-and-health-service-standards.aspx>.

Grant Application Overview

This document outlines the processes required to apply for capital grant funding once a need for Continuing Care spaces has been identified. The Continuing Care Capital Program for Indigenous capital grant funding is intended to support the development of safe, flexible, inclusive and culturally appropriate continuing care spaces for Indigenous populations on or off reserve(s) or on or off Metis Settlement(s) with a focus on integrated, collaborative and innovative design (e.g., smaller homes, campus of care, village concepts, community resource hub) and / or care delivery (e.g., increase opportunities for resident wellness and social engagement, dedicated staffing – full-time and multi-skilled) and that emphasizes person-centredness, inclusivity and flexibility.

Indigenous grant Applicants may submit an application for capital grant funding that supports the design and construction of a Facility that will operate Continuing Care spaces. The Grant Application must include a Band Council Resolution or a Settlement Council Resolution approving the Applicant to apply for the grant funds for a specific project.

The proposed spaces are expected to offer flexibility to enable addressing complex care needs and / or supportive housing needs, and may require an appropriate MSA with AHS (or equivalent as authorized and agreed by AHS) or have demonstrated alternative sustainable operational (accommodation / hospitality and care) funding.

Submission Deadline

The submission deadline for Alberta Health's 2021/2022 Continuing Care Capital Program – Indigenous Capital Grant Applications is:

Friday, December 17, 2021 by 4:30 p.m.

Grant Application Review Process

Grant Applications will be reviewed and ranked by an Evaluation Team. The Evaluation Team is a cross-ministry team comprising of representatives from Alberta Health, Alberta Infrastructure, AHS and potentially other partnering departments such as Alberta Seniors and Housing, Alberta Indigenous Relations and / or Alberta Community and Social Services.

Grant Applications must be cost competitive and meet Established Program Criteria relating to:

1. Need and optimization of health service delivery;
2. Person-centred design and innovation;
3. Operator viability and project sustainability; and
4. Partnerships and collaboration.

Grant Applications will also be evaluated for competitiveness against project features, best practices incorporated from the [Design Guidelines for Continuing Care Facilities in Alberta \(August 2018\)](#), client service excellence and readiness to build in areas of verified need for new Continuing Care capacity. Evaluation Team recommendations will be provided to the Minister of Health who has final approval.

Please review all of the documentation provided in / referenced by this document as well as on the Alberta Health website for detailed information regarding the process. Any documentation relating to past Affordable Supportive Living Initiative (ASLI) Grant Application processes is outdated and is superseded by the documentation made available for this capital Grant Application Process.

Article I. Definitions

Section 1.01 Definitions

Unless otherwise specified in this Grant Application Process, capitalized words and phrases have the meaning set out below:

- a) **“Agreement”** means the agreement; a sample form is attached as Article VI to be entered into between Alberta Health and the selected Applicant, and will be modified by Alberta Health to ensure the Agreement is appropriate for the unique circumstances of each Applicant.
- b) **“Alberta Health”** means Her Majesty the Queen in Right of Alberta as represented by the Minister of Health.
- c) **“Alberta Health Services”** or **“AHS”** means the regional health authority created pursuant to the *Regional Health Authorities Act* of Alberta.
- d) **“Applicant”** means an Indigenous legal entity that submits a Grant Application in response to this Grant Application Process.
- e) **“Architectural Design Requirements for Continuing Care Checklist”** means a list of building design elements that are requirements for each Continuing Care capital project funded by this program that each Applicant must acknowledge in writing and comply with, as a condition for receiving Continuing Care Capital Program capital grant funding, for any project developed that uses such funding.
- f) **“Assistive Devices”** means portable and / or ceiling lifts in resident units and grab bars in resident bathrooms.
- g) **“Authorities Having Jurisdiction”** means a governmental entity (federal, provincial, municipal or other entity) with authority to approve certain actions, reports, permits, documents, etc. involved in design, planning and construction of a facility, including and particularly, the upholding of fire and life safety standards.
- h) **“Business Case Application Form”** means the excel spreadsheet to be completed by the Applicant and submitted as part of the Grant Application.
- i) **“Commercial Capacity”** means that portion of the Facility allocated to retail and office space, which may include community services space. Commercial Capacity and community services spaces are not eligible for Continuing Care Capital Program capital grant funding.
- j) **“Community Plan”** means a plan for regulating land use in a community in an effort to promote the efficient use of land and to maximize desirable social and environmental outcomes.
- k) **“Complementary Capacity”** means that portion of the Facility allocated to the Ineligible Units and the common space and service area accompanying their development.
- l) **“Continuing Care”** means Alberta’s Continuing Care system, which provides Albertans with a range of health, personal care and accommodation services required to support their independence and quality of life. Continuing Care clients are defined by their need for care, not by their age or diagnosis or the length of time they may require service. Continuing Care includes Home Care, supportive living, DSL and LTC.

The Continuing Care Capital Program only provides funding to support the development of supportive living, DSL and LTC spaces. Publicly funded Continuing Care health services must be provided in accordance with the [Continuing Care Health Service Standards](#) and any other relevant legislation or standards.

- m) **“Continuing Care Capital Program Contact”** means the individual who receives communications sent to the email address identified at Article II, Section 2.04a(ii) of this Grant Application Process and designated by Alberta Health for communications and ongoing contact between the Applicant and Alberta Health in matters relating to this Grant Application Process.
- n) **“Core Capacity”** means that portion of the Facility allocated to the provision of Eligible Units and the common space and service area accompanying their development.
- o) **“Culturally Appropriate Continuing Care”** means care which intends to provide the following:
 - an effective, Indigenous-centred approach for improving continuing care to Indigenous people through specific Indigenous care facilities; and
 - accessible, culturally safe, equitable continuing care services to Indigenous peoples.

Culturally Appropriate Continuing Care may:

- provide cultural and spiritual support for Indigenous residents and families; and
 - facilitate collaboration and partnerships with Alberta Health, AHS, Indigenous groups, and other relevant stakeholders.
- p) **“Design Review Committee”** means the Design Review Committee comprising of representatives from Alberta Health, Alberta Infrastructure and AHS. The Design Review Committee will review the design and provide feedback where the design does not meet the design requirements of this Grant Application Process. Capital funding and AHS care funding are contingent on applicants complying with the Architectural Design Requirements for Continuing Care Checklist.
 - q) **“Designated Supportive Living”** or **“DSL”** means licensed Supportive Living settings where AHS controls access to a specific number of spaces according to an agreement between the operator and AHS for the provision of publicly funded Continuing Care health services. Case management, Registered Nursing and rehabilitation therapy and other services are provided on-site. Accommodation services in DSL must meet the requirements of the [Supportive Living Accommodation Standards](#) and be provided at or below the Established Accommodation Charge. Publicly funded Continuing Care health services must be provided in accordance with the [Continuing Care Health Service Standards](#) and any other relevant legislation or standards. DSL settings are a community-based living option where 24-hour on-site (scheduled and unscheduled) personal care and support services are provided by Health Care Aides. In some DSL settings, personal care and support services are provided by 24-hour on-site Licensed Practical Nurses and Health Care Aides.
 - r) **“Designated Supportive Living Level 4 Dementia”** or **“DSL4D”** means housing and support for adults with a wide range of health issues including moderate to severe dementia or cognitive impairment. Comprehensive services provided to DSL4D residents include the availability of 24-hour nursing care, purpose-specific safety, security and programming.
 - s) **“Eligible Units”** means those residential units for supportive living, DSL and LTC that meet the requirements specified in this Grant Application Process and for which the Applicant is seeking grant funding; Eligible Units and their accompanying common and service area comprise the Core Capacity of the Facility.
 - t) **“Established Accommodation Charge or Rate”** means the accommodation charge by an operator to a resident that does not exceed the accommodation charge established from time to time by the Province

for a private room, or for a semi-private room if occupied by two people, as defined by the ***Nursing Homes Operation Regulation, A.R. 258/1985***, and includes the provision of Service Requirements.

- u) **“Established Program Criteria”** means the criteria described in Article V.
- v) **“Evaluation Team”** means the individuals comprising the cross-ministry team selected by Alberta Health to evaluate the Grant Applications. The Evaluation Team may include representatives from Alberta Health, Alberta Infrastructure, Alberta Indigenous Relations and AHS (and when appropriate, Alberta Seniors and Housing and / or Alberta Community and Social Services).
- w) **“Facility”** means, collectively, the Core Capacity, the Complementary Capacity and the Commercial Capacity.
- x) **“Final Building Inspection Report”** means a report prepared by an architect or engineer certifying that the Project is complete.
- y) **“Grant Application”, “response” or “submission”** means all of the documentation submitted by the Applicant in accordance with the requirements and conditions set out at Article II.
- z) **“Grant Application Package”** means the following documents:
 - i. this 2021/2022 *Continuing Care Capital Program – Indigenous Capital Grant Application Process* document,
 - ii. *2021/2022 Continuing Care Capital Program – Business Case Application Form*,
 - iii. *2021/2022 Continuing Care Capital Program – Business Case Guide for Indigenous Groups and Organizations*,
 - iv. *Architectural Design Requirements for Continuing Care Checklist*,
 - v. *Design Guidelines for Continuing Care Facilities in Alberta*, and
 - vi. *Barrier-Free Design Guide*.
- aa) **“Grant Application Process”** means this Grant Application Process for the 2021/2022 Continuing Care Capital Program – Indigenous Capital Grant Application Process and any updates made thereto.
- bb) **“Higher Levels of Care”** means, collectively, the equivalent care to that currently provided to residents assessed as requiring DSL4, DSL4D or LTC and for any specialty capacity in these streams.
- cc) **“Home Care”** means a service to help an individual or their loved one remain safe and independent as long as possible. Home care includes professional and personal care services; for examples see <https://www.albertahealthservices.ca/assets/info/seniors/if-sen-home-care-brochure.pdf>.
- dd) **“Indigenous Legal Entity”** means one of the following eligible Indigenous groups that submits a Grant Application in response to this Grant Application Process:
 - First Nation “Band” as defined in Canada’s *Indian Act*
 - First Nations
 - Aseniwuche Winewak Nation
 - First Nation owned corporations
 - Tribal Councils and Treaty Organizations
 - Metis Settlements General Council
 - Metis Settlements

- Métis Nation of Alberta Association
 - Other Métis regional or local associations or societies
 - Indigenous-owned businesses or development corporations
 - Indigenous not-for-profit organizations with a mandate related to the objectives of the Continuing Care Capital Program Indigenous stream
- ee) **“Ineligible Units”** means those residential units developed in addition to the Eligible Units as part of the proposed Facility, for which no grant funding is provided. Ineligible Units, and the common space and service area accompanying their development, make up the Complementary Capacity of the Facility. Ineligible Units are not subject to an operating agreement with AHS nor supported by a Needs Assessment and will therefore not be considered for Indigenous Capital Grant funding. The Applicant is responsible for setting the accommodation charges as well as the placement of residents in these Ineligible Units.
- ff) **“Long-Term Care”** or **“LTC”** means the units in the Core Capacity, which meet the standards, conditions and requirements of both Alberta Health and AHS equivalent to a nursing home. A LTC facility is a purpose-built congregate care option for individuals with complex, unpredictable medical needs who require 24-hour on-site Registered Nurse assessment and / or care. In addition, professional services may be provided by Licensed Practical Nurses and therapists while 24-hour on-site unscheduled and scheduled personal care and support is provided by Health Care Aides. Case management, Registered Nursing, rehabilitation therapy and other services are provided on-site. LTC facilities include nursing homes under the [Nursing Homes Act](#) and auxiliary hospitals under the [Hospitals Act](#). Accommodation services in LTC must meet the requirements of the [Long-Term Care Accommodation Standards](#) and be provided at or below the Established Accommodation Charge. Publicly-funded Continuing Care health services must be provided in accordance with the [Continuing Care Health Service Standards](#) and any other relevant legislation or standards.
- gg) **“Mandatory Requirements”** means the evaluation criteria set out at Article V, Section 5.01, Stages of Grant Application Evaluation, of this Continuing Care Capital Program Indigenous Capital Grant Application Process.
- hh) **“Master Services Agreement”** or **“MSA”** means an operating agreement to be entered into between AHS and the Facility operator for the provision of publicly funded health care services in the Facility.
- ii) **“Needs Assessment”** is a collaboration between AHS and the Indigenous group to determine the appropriate number of beds, service mix, staffing requirements, and location of any proposed facility. The conclusion of this collaboration yielding meaningful and informative capacity assessment information represents a validated Needs Assessment. Needs Assessment validation is intended to be a collaborative process that engages community leadership to ensure current and future community capacity needs can be met.
- jj) **“Occupancy Permit”** means the written permission granted by the Authorities Having Jurisdiction allowing the Approved Project to be occupied after construction, alteration, or a change in the nature of the occupancy of the building.
- kk) **“Project”** means the proposed design, planning, acquisition, construction, installation and commissioning of the proposed Core Capacity.
- ll) **“Recipient”** means approved Indigenous grant Applicant.
- mm) **“Service Requirements”** mean the services required to be provided to residents and clients as described in Schedule B of the Agreement in Article VI.

nn) **“Supportive Living”** means licensed facilities (under the [Supportive Living Accommodation Licensing Act](#)) where services are delivered in a home-like setting for four or more adults needing some support but without multiple complex or unscheduled health needs. Supportive Living includes a variety of facilities such as lodges, seniors’ residences, group homes and DSL. It promotes residents’ independence and aging in place through the provision of services such as 24-hour monitoring, emergency response, security, meals, housekeeping, and life-enrichment activities. Building features include private space and a safe, secure and barrier-free environment. Publicly-funded personal care and health services are provided to Supportive Living residents based on their assessed unmet needs. Individuals living in Supportive Living may receive publicly funded Continuing Care health services through Home Care in accordance with the [Continuing Care Health Service Standards](#) and any other relevant legislation or standards. Individuals may also obtain privately-funded services.

Article II. Grant Agreement and Grant Application Process

Section 2.01 Grant Agreement

In order to receive grant funding, the selected Applicant will be required to enter into an Agreement, a sample form of which is available in Article VI, which will be modified by Alberta Health to ensure the Agreement is appropriate for the unique circumstances of each Applicant.

- a) Alberta Health reserves the right to modify the terms of the Agreement as may be needed to capture the nature of the Applicant's business structure (e.g., partnerships, consortia) and ensure accountability for grant funding.
- b) The Agreement will be for a term ending thirty (30) years after the Facility's Occupancy Permit or Final Building Inspection Report date.
- c) Selection of an Applicant does not bind Alberta Health or the Applicant to enter into the Agreement or to provide any funding to an Applicant.

Section 2.02 Grant Application Process

General information and instructions:

- a) General timeline:
 - i. **Issue Date of Grant Application Process** **Thursday, August 19, 2021**
 - ii. **Grant Application Submission Deadline** **Friday, December 17, 2021 by 4:30 p.m.**
 - iii. **Selection Date of Successful Applications** **Spring 2022**
- b) The above dates are provided for information only and may be changed at any time by Alberta Health.
- c) Applicants must use the form of Grant Application as posted on the website. Applicants are discouraged from including extraneous material in their Grant Application as material not requested will not be evaluated.
- d) It is the Applicant's responsibility to comply with the requirements of this Grant Application Process. Alberta Health may disqualify and not consider any submissions from an Applicant that do not comply with the requirements of this Grant Application Process.
- e) Applicants must be a legal entity or a "Band" as defined in the *Indian Act (Canada)*. For example: not-for-profit organizations including Indigenous groups / organizations incorporated under the *Societies Act*; for-profit corporations; Metis Settlement corporations or First Nations Band Councils.

A private household wishing to develop a Project to house themselves or a family member with a disability is not eligible to submit a Grant Application.

- f) Applicants to Review Grant Application Process:
- i. *Alberta Health does not make any representation, warranty or guarantee as to the accuracy of the information contained in this Grant Application Process or issued by way of update.*
 - ii. *It is the Applicant's responsibility to avail itself of all the necessary information to prepare a Grant Application in response to this Grant Application Process.*
 - iii. *If Alberta Health, for any reason, determines that it is necessary to provide additional information regarding this Grant Application Process, updates will be available to all Applicants on this website: <https://www.alberta.ca/continuing-care.aspx>. Each update shall form an integral part of this Grant Application Process.*
 - iv. *Applicants are responsible for obtaining and complying with the requirements of any updates to the Grant Application Process issued by Alberta Health.*

Section 2.03 Extension of Grant Application Submission Deadline

Alberta Health may extend the Grant Application Submission Deadline by update.

Section 2.04 Applicant Communication or Questions after Issuance of Grant Application Process

- a) Unless otherwise advised by Alberta Health, all questions and any form of communication between the Applicant and Alberta Health in relation to this Grant Application Process must be submitted in writing to the Continuing Care Capital Program Contact. All questions and responses will be documented.
- i. Questions or concerns must be communicated in writing to the Continuing Care Capital Program Contact at least five (5) business days prior to the Grant Application Submission Deadline.
 - ii. Questions should be sent to Health.ContinuingCareCapitalPrograms@gov.ab.ca. Questions will be managed through this email address and responses will be coordinated with Alberta Health, AHS and other ministries as required.
 - iii. Verbal responses to enquiries are not binding on any party.
- b) Alberta Health intends to disseminate all questions and their corresponding responses to all Applicants. If an Applicant considers a question to be confidential and requests that the question and the response not be disseminated to all Applicants, then the Applicant must provide an explanation

as to why confidentiality is being requested. Questions and responses will be considered under the *Freedom of Information and Protection of Privacy Act* (FOIPP Act).

- c) If Alberta Health considers that the question and its corresponding response ought to be kept confidential, it will direct the response only to the Applicant that has asked the confidential question, and not to the other Applicants. If Alberta Health determines that the question and the response ought not to be kept confidential, it will advise the Applicant and the Applicant will have the opportunity to withdraw the question.
- d) The Applicant has the responsibility to notify Alberta Health, in writing, of any ambiguity, divergence, error, omission, oversight, contradiction, or item subject to more than one interpretation in this Grant Application Process upon its discovery, and to request any clarification, decision, or direction required to prepare the Grant Application.

Section 2.05 Submission of Grant Applications

The Grant Application submission must contain:

- a) One (1) signed copy of a Cover Page, scanned in PDF format, which must include in summary format the following information in this order:
 - i. Project name;
 - ii. Project location;
 - iii. Project estimated construction commencement date;
 - iv. Project estimated completion date;
 - v. High Level Summary of what your proposal is offering (e.g., add X number of capacity, or add X number of capacity to already existing X number of capacity);
 - vi. Number and type of total Eligible Units to be developed in the Project;
 - vii. Number and type of total Ineligible Units to be developed in the Project;
 - viii. Number of total units to be developed in the Project;
 - ix. Applicant name;
 - x. Name and title of primary authorized contact who is responsible for the submission and is also responsible for the successful conclusion of the Project if approved;
 - xi. Phone and email information of the authorized contact; and
 - xii. A list of all attachments comprising the submission.

- b) One (1) copy of the completed Grant Application, in the form and order set out in the Application, **on a USB flash drive**. The Grant Applicant must include the following with the completed Grant Application:
- i. Plans of the proposed Facility — *Plans must be readable and printable on an 11" x 17"* page format (PDF file) showing the proposed site plan, floor plans for each floor of the Facility, a sample of resident room(s) design, and the elevations of the Facility.
 - ii. One (1) electronic copy of the Grant Application.
 1. In the event there are any conflicts, discrepancies, errors or omissions between the electronic and any hardcopy versions of the Grant Application simultaneously submitted, the electronic version will take precedence and govern.
 2. The USB flash drive should have one (1) folder that contains all documents in PDF format, as follows:
 - a. a Band Council Resolution or a Settlement Council Resolution approving the Applicant to apply for the grant funds for a specific project;
 - b. the FULLY COMPLETED Grant Application (Business Case Application Form) in the provided Excel format, which will include, if applicable, Applicant's plan for resident accommodation during the construction phase (whether there will be phasing of the Project, consideration of noises, air quality, safety, etc.) and a contingency plan for unforeseen circumstances;
 - c. an organization chart of the Applicant which clearly shows its relationship to any other affiliated legal entities and partners, including parent companies, Facility land owner / leasing companies, and the Facility operator if the Applicant is delegating operations upon conclusion of construction;
 - d. a copy of bylaws, policies, land code, governance code or other relevant regulatory instrument that would apply to the construction and operation of the Facility;
 - e. incorporation documents and business number (if applicable);
 - f. land documentation – including certificates of title from the applicable registries. Applicants must provide proof of lands set aside, proof of other form of land tenure and / or land registry for the Project:
 - i. For First Nations, include a Band Council Resolution and authorization from the Minister of Indigenous Services Canada pursuant to section 18.2 of the *Indian Act* (Canada) (unless proposal is off reserve), designation of lands and surrender with a lease;
 - ii. For Metis Settlements, include a Settlement Council Resolution that passes a bylaw allowing Settlement lands to be used for the Facility for the extended period of time and any other applicable policies that the Metis Settlement must adhere to including Metis Settlement General Council policies and other interest recorded against the Project lands; and
 - iii. associated conditions / allowances (such as zoning) which are currently restricting the planned use of Facility lands;
 - g. a copy of their Community Plan, if available;

- h. a copy of the site plan;
 - i. a copy of the drawings [floor layouts of Facility, elevations, building footprint, and typical residential unit(s)] of the proposed Facility (in PDF format);
 - j. the completed and signed **Architectural Design Requirements for Continuing Care Checklist**;
 - k. if applicable, provide letters of support from organizations who will be providing capital funding or support;
 - l. a copy of the Needs Assessment (**one page summary that outlines the discussion and continuing care capacity validation between the Applicant and AHS**);
 - m. if available, the most recent continuing care capacity needs assessment conducted by the Applicant for the region applicable to the proposed service area of the Project;
 - n. if applicable, a letter of support from an alternate source of ongoing operational care funding;
 - o. if applicable, allocation methods used to allocate the estimates between Eligible and Ineligible Units;
 - p. the previous three (3) years Audited Financial Statements of the Applicant, or, if the Applicant is less than two (2) years old, the previous three (3) years Audited Financial Statements of the Applicant's parent company must also be provided, or in the absence of audited statements, notice to readers / engagement reviews prepared by a Chartered Professional Accountant for its previous three (3) years (or such lesser period as the Applicant has been operating) that include the following information:
 - Balance Sheet;
 - Income Statement;
 - Statement of Cash Flows;
 - Notes to the Financial Statements; and
 - q. a letter from your primary financial institution / lender that verifies and attests to the Applicant's financial status and viability.
- c) The Grant Application submission must include the full legal name, full contact information and return address of the Applicant, and be marked as follows:

2021/2022 Continuing Care Capital Program – Indigenous Grant Application

- d) Grant Applications must be received on or before **4:30 pm Friday, December 17, 2021** by Alberta Health at the following address:

**Continuing Care Capital Programs
Health Facilities Planning Branch
Alberta Health
16th Floor, ATB Place North Tower
10025 Jasper Avenue
Edmonton, Alberta T5J 1S6**

Applicants are responsible to instruct courier or delivery personnel to deliver their completed Grant Application to the exact address specified above before the Grant Application submission deadline. Grant Applications may also be hand-delivered to Alberta Health's Main Reception Office, located at the main floor of ATB Place North Tower, 10025 Jasper Avenue, Edmonton, Attention: Director, Continuing Care Capital Programs.

When hand-delivering Grant Applications to the Main Reception Office, the delivery person will be asked to sign a Receipt Log, which documents the date / time of delivery, document originator (the Applicant) and the names of both the delivery person and the Alberta Health reception staff receiving the submission.

- e) Applicants are responsible for late deliveries of Grant Applications. Alberta Health reserves the right to reject any Grant Application received after the deadline or submitted in a manner other than as described in this document. Faxed Grant Applications will **not** be accepted.
- f) Applicants should be aware that Canada Post only delivers Government of Alberta mail with Edmonton addresses to the main Canada Post depot in Edmonton. The Government of Alberta then picks up the mail and distributes it in accordance with the address label. Applicants should consider the above when choosing the method of delivery for their Grant Application as it is the Applicant's responsibility to ensure its Grant Application is received before the closing date and time at the location specified in this Grant Application Process.

Section 2.06 Withdrawal, Amendment or Change to Grant Applications

- a) At any time prior to or after the deadline, an Applicant may withdraw a Grant Application.
- b) If an Applicant wishes to amend its Grant Application, the Applicant should withdraw the Grant Application, amend the Grant Application as desired, and re-submit the Grant Application in the manner set out above by the deadline.
- c) Alberta Health may seek clarification and supplementary information from Applicants after the deadline. Any response received by Alberta Health from an Applicant, if accepted by Alberta Health, shall form a part of the Grant Application.

Section 2.07 Grant Application Ownership

Grant Applications received by Alberta Health shall become the property of Alberta Health and shall not be returned to the Applicant.

Section 2.08 Selection of Applicant

- a) Notice of selection by Alberta Health to the selected Applicant shall be in writing.

- b) Unsuccessful Applicants will be notified in writing. Unsuccessful Applicants will be provided, upon request in writing, a debriefing of Alberta Health's evaluation of the Applicant's Grant Application.

Section 2.09 Prohibited Communications

- a) All communications with respect to the Grant Application Process must be directed through the Continuing Care Capital Program Contact email ONLY:
(Health.ContinuingCareCapitalPrograms@gov.ab.ca).
- b) Communications from the Applicant about their Grant Application must be directed to the Continuing Care Capital Program Contact email. Any communication with other individuals employed by or representing Alberta Health, AHS, or any member of the Government of Alberta or any elected official may result in the disqualification of the Applicant.

Section 2.10 Communications with Media

Successful Applicants will not make any public announcement or issue any press release relating to the Project except with prior approval of Alberta Health as to the contents and timing of the announcement or press release.

Article III. Additional Terms

Section 3.01 General

- a) The Applicant acknowledges that by submitting a Grant Application, Alberta Health may:
 - i. make public the names of any or all selected Applicants and the nature and locations of the Projects;
 - ii. verify with any Applicant or with a third party any information set out in a Grant Application. Alberta Health shall have no duty or obligation to verify or investigate any information it may receive, regardless of the source or nature of the information;
 - iii. check references other than those provided by any Applicant;
 - iv. disqualify any Applicant whose Grant Application contains misrepresentations or any other inaccurate or misleading information or fails to comply with the terms and conditions of this Grant Application Process;
 - v. cancel this Grant Application Process at any stage; and
 - vi. at the Minister's discretion without explanation, adjust, cancel or reallocate an approval for capital grant funding for any Grant Application approval, and such notice will be provided in writing.
- b) In the event that Alberta Health and a selected Applicant are unable to conclude the Agreement within eighteen (18) months of the date of Grant Application approval letter, Alberta Health may:
 - i. extend the period for entering into the Agreement;
 - ii. terminate the Grant Application Process with respect to that Applicant and select another Applicant to enter into the Agreement; or
 - iii. terminate this Grant Application Process with respect to Projects at the identified location.
- c) Alberta Health may also cancel its decision to enter into an Agreement with a selected Applicant where the Indigenous legal entity has changed from the selected Applicant since Grant Application Process Closing Time, which has not been consented to by Alberta Health, or any other material change has occurred with respect to the selected Applicant's Grant Application.
- d) Alberta Health may also cancel its decision to enter into an Agreement with a selected Applicant where there is insufficient appropriation of monies by the Legislature to provide the grant funding.

Section 3.02 Conflict of Interest

As part of the Grant Application, Applicants must fully disclose in writing the circumstances of any actual, possible or perceived conflict of interest in relation to the Applicant, all Applicant team members or any employee, sub-contractor or agent, if the Applicant were to be selected.

Alberta Health shall review any submissions by Applicants under this provision and may reject any Grant Application where, in the opinion of Alberta Health, the Applicant, any Applicant team member, employee, sub-contractor or agent is, could be, or could be perceived to be in a conflict of interest if the Applicant were to be selected. Alberta Health may also reject any Grant Application if Alberta Health independently discovers a conflict of interest, or if Applicant fails to disclose a conflict of interest, which later comes to Alberta Health's attention. Notwithstanding the foregoing, Alberta Health may choose not to reject an Applicant if a resolution to a conflict of interest is identified by the Applicant and deemed acceptable by Alberta Health, or if the conflict of interest is deemed not material by Alberta Health.

Section 3.03 *Freedom of Information and Protection of Privacy Act (FOIPP Act)*

- a) The purpose of collecting personal information for this Grant Application Process is to enable Alberta Health to ensure the accuracy and reliability of the information, to evaluate the Grant Application, and for other related program purposes of Alberta Health. Authority for this collection is the *Government Organization Act* (Alberta), as amended from time to time, and section 33(c) of the *FOIPP Act*. The Applicant may contact the Continuing Care Capital Program Contact regarding any questions about collection of personal information in this Grant Application Process.
- b) The Applicant consents, and has obtained the written consent from any individuals identified in the Grant Application, to the use of their personal information in the Grant Application by Alberta Health, Alberta Health' employees, subcontractors and agents, to enable Alberta Health to evaluate the Grant Application and for other program purposes of Alberta Health. The Applicant must provide those written consents within two (2) business days of a request by Alberta Health to do so.
- c) Applicants acknowledge that:
 - i. the *FOIPP Act* applies to all information and records relating to, or obtained, generated, created, collected or provided under, this Grant Application Process and which are in the custody or under the control of Alberta Health. The *FOIPP Act* allows any person a right of access to records in Alberta Health' custody or control, subject to limited and specific exceptions as set out in the *FOIPP Act*; and
 - ii. an Applicant, if it considers portions of its Grant Application to be confidential, shall identify those parts of its Grant Application to Alberta Health considered to be confidential and what harm could reasonably be expected from disclosure. Alberta Health does not warrant that this identification will preclude disclosure under the *FOIPP Act*.

Section 3.04 Applicant's Costs

Alberta Health is not responsible to pay any costs or expenses of any Applicant or to reimburse or compensate an Applicant under any circumstances, regardless of the outcome of the Grant Application Process.

Section 3.05 Compliance with Applicable Laws

Selected Applicants will be required to comply with all applicable municipal, provincial and federal laws in its performance of the Project.

Article IV. Architectural Design Requirements

Successful Applicants, who receive a grant and as a term of the grant agreement, will be required to contract with an architect or engineer for professional services / project management for the Approved Project. The architect or engineer will ensure compliance with all laws and regulations relating to the Facility, whether federal, provincial or municipal (including the applicable building codes, fire safety codes, and land use bylaws).

The ***Architectural Design Requirements for Continuing Care Checklist*** is one of the mandatory submission requirements and represents minimum design standards that must be met and is included as part of the Grant Application. It highlights the ***required design elements that must be included*** in the design of the Project, reviewed, ***signed*** and submitted as part of the Grant Application. The Project may also be required to meet design requirements specifically stipulated by AHS for special populations.

Note: The Applicant will also be expected to be knowledgeable and apply to the greatest extent possible the best practices as identified in the [Design Guidelines for Continuing Care Facilities in Alberta \(August 2018\)](#). The practices demonstrate efforts to incorporate features that maximize resident privacy, accessibility, personal choice, and resident control over their environment. The Applicant will also be directed to use the [Technical Design Requirements for Alberta Infrastructure Facilities](#) as well as the [Barrier-Free Design Guide 2017](#) of the Safety Codes Council and the Canadian Standards Association (CSA) Z8000 standards to assist in planning new facilities and renovating existing ones.

Additionally, the local AHS Zone staff from Infection Prevention and Control will be involved as the project progresses through the design and development process, to provide direction and advice on specific items of concern to AHS in this area (e.g., location of hand wash sinks, grab bars, storage spaces, etc.).

The approved Applicant shall be responsible to acquire all of the permits, licenses, approvals by authorities, property easements and lands required to implement the Project. The Applicant's Prime consultant and sub-consultants must obtain all applicable permits, including but not limited to, building, foundation, framing, plumbing, gas and electrical; and before closing in, ensure inspections have occurred and been signed off.

Once a Grant Application is approved, Applicants are required to provide more detailed plans of the proposed Facility to the Design Review Committee for approval. The proposed plans must be submitted in a readable format that show the site plan, building elevations, floor plans for each floor, as well as detailed drawings of a typical resident room(s) for Eligible Units (including turning radii in the washroom and the suite).

The Design Review Committee will review the design and provide feedback where the design does not meet the design requirements. The Design Review Committee comprises representatives from Alberta Health, Alberta Infrastructure and AHS. Failure to comply with the architectural design requirements as set out in the *Architectural Design Requirements for Continuing Care Checklist* can lead to cancellation of the capital grant and / or AHS refusing to enter into a health services contract for the Project.

Section 4.01 General Building Requirements

In Alberta, it is a Mandatory Requirement that any new or existing facility that accommodates Continuing Care residents must be designed and built to:

- a minimum **Group B Division 3 (B3)** occupancy classification as defined in the Alberta Building Code;
- comply with the specialty populations (e.g., persons living with obesity, dementia, etc.) requirements in Appendix 1 of the [Design Guidelines for Continuing Care Facilities in Alberta \(August 2018\)](#) and as they may be updated from time to time; and
- comply with the Infection Prevention and Control requirements in Appendix 3 of the [Design Guidelines for Continuing Care Facilities in Alberta \(August 2018\)](#) and as they may be updated from time to time.

Note: As B3 is a recent addition to the *Alberta Building Code*, proof of B3 equivalency from the Authority Having Jurisdiction would be required for any Project involving an existing facility that adheres to residential occupancies (Group C), such as for a renovation / upgrade of an existing Facility. It is recommended that a physical and / or functional building assessment be conducted to determine whether the building is at the end of its useful life or whether a new build would be more cost effective than renovating the existing facility to current standards.

Attention: There may be some instances in some communities where low water pressure may affect the fire suppression systems and may need to be addressed to ensure the Facility passes the fire inspection. As well, there is a need to ensure the power requirements of the Facility can be accommodated with the existing power grid in the community. If, for example, the Facility will require a 3-Phase power supply, the Applicant will need to confirm through their engineer, architect or Authority Having Jurisdiction, there is ready access to an appropriate power supply.

Where changes are made in the intended use of, or to the population residing in, a building that houses Continuing Care spaces, the building must continue to meet the requirements of the Alberta Building Code.

If the Applicant is proposing a multi-purpose campus of care, for which Continuing Care services are only a part, then the *Architectural Design Requirements for Continuing Care Checklist* only applies to those portions of the Project that relate to the provision of Continuing Care services.

Section 4.02 Additional Capacity

The selected Applicant may also develop and deliver Complementary Capacity and Commercial Capacity and services, which in combination with the Core Capacity, will combine to create a community of care / support and community integration.

The selected Applicant will be solely responsible for the costs of designing, constructing, financing and operating any Complementary Capacity and Commercial Capacity.

Section 4.03 Core Capacity

Facilities should deliver services that respond appropriately to the care needs of an increasingly complex and frail clientele (physically and / or cognitively) and be able to accommodate the changing care needs of the residents. It is essential that the Facility in which care services are provided is functionally appropriate to accommodate clients requiring Higher Levels of Care, from inception, including the potential for secured units that could be converted quickly for other populations (i.e., dementia), and that the Facility's care philosophy, services and programming are aligned and reflect the increased care needs.

Section 4.04 Complementary Capacity

Proposed Complementary Capacity should reflect market needs, preferences and trends and provide a range of affordability for individuals with varying means. Complementary Capacity can offer residents choice in their accommodation in a Facility if they have the financial resources and interest. If the Complementary Capacity follows critical elements of the same building requirements as the Core Capacity (e.g., B3 occupancy specifications, barrier-free accessibility, etc.), this would enable non-designated clients the option to age in place.

Section 4.05 Commercial Capacity

Proposed Commercial Capacity should foster a sense of community by creating additional opportunities for resident interaction, enhance resident satisfaction and enjoyment of their environment by providing convenient access to site appropriate products and services, and provide services that support and benefit residents, staff, visitors and the surrounding community.

The Commercial Capacity should be compatible with the surrounding community. The Commercial Capacity should not be an enterprise that generates high traffic or parking requirements and hours of business should be consistent with the normal expectations of a quiet residential area.

Section 4.06 Legislation, Standards and Licensing

The Applicant will be responsible to ensure that Facilities comply with all the relevant standards, licensing legislation and regulations, as may be amended from time to time, including, but not limited to these sources:

- [Nursing Homes Act](#)
- [Nursing Homes Operation Regulation](#)
- [Nursing Homes General Regulation](#)
- [Supportive Living Accommodation Licensing Act](#)
- [Supportive Living Accommodation Licensing Regulation](#)
- [Supportive Living Accommodation Standards](#)
- [Long-Term Care Accommodation Standards](#)
- [Continuing Care Health Service Standards](#)

Section 4.07 Operator Requirements

If you are planning to operate a Continuing Care accommodation, you need to check with your municipal zoning authority, safety codes officer and public health unit to ensure your plans meet all the regulations and restrictions that may apply. Also, you will need to confirm compliance with First Nations bylaws or Metis Settlement bylaws and Metis Settlement General Council policies, as applicable.

Continuing Care operators who do not operate under contract with AHS are responsible for their own advertising and making their accommodation known to potential residents.

Licensing

Supportive Living Operators

All supportive living accommodations must be licensed if they provide accommodation for four (4) or more individuals, provide or arrange for services related to safety and security, and offer or arrange for at least one (1) meal a day or housekeeping services.

A license can be granted after the application process is complete and the supportive living accommodation has been inspected for compliance with the [Supportive Living Accommodation Standards](#).

Long-Term Care Operators

To be registered as a Long-Term Care operator, AHS must first provide a service contract to the operator. The contract is then reviewed and approved by Alberta Health to complete the registration process.

Nursing homes and auxiliary hospitals are not licensed under the [Supportive Living Accommodation Licensing Act](#). However, they are still certified by Alberta Health and required to follow the [Long-Term Care Accommodation Standards](#).

All operators providing publicly-funded Continuing Care services under contract with AHS (e.g., DSL or LTC) are required to follow the [Continuing Care Health Service Standards](#).

More information on requirements can be found on Alberta Health's website at <https://www.alberta.ca/become-a-continuing-care-provider-or-operator.aspx>.

Other information for First Nations:

- Safety Codes Officer approval can be obtained from First Nations Technical Services Advisory Group Inc. (<http://www.tsag.net/fire.html>).
- Environmental Health approval can be obtained from First Nations Inuit Health Branch at 780-495-7483.

Article V. Evaluation of Grant Applications

Alberta Health will evaluate Grant Applications in stages as described below.

All Grant Application submissions may be grouped by locations and may be evaluated and ranked within such groupings.

A Grant Application must meet the requirements of each stage to proceed to the next stage.

Section 5.01 Stages of Grant Application Evaluation

- a) **Stage I, Mandatory Requirements:** Stage I will consist of a review by Alberta Health to determine which Grant Applications comply with all of the Mandatory Requirements.

**Grant Applications failing to comply with
any of the following
Mandatory Requirements
will not be recommended for approval.**

The Mandatory Requirements are:

- i. The Applicant must be an **Indigenous Legal Entity**.
- ii. The Applicant must provide a **Band Council Resolution** or a **Settlement Council Resolution** approving the Applicant to apply for the grant funds for a specific project.
- iii. The Project meets pre-defined architectural design requirements and the Applicant confirms their compliance to these requirements by submitting a completed and signed **Architectural Design Requirements for Continuing Care Checklist**.
- iv. The Project must meet, at a minimum, the design requirements for the **B3 major occupancy classification** of the *Alberta Building Code*.
- v. The Project provides **Assistive Devices** as appropriate.
- vi. The Project must have **Barrier Free Design / Access** throughout all resident-accessed interior and exterior areas of the facility.
- vii. The Applicant must provide the **Needs Assessment** (one page summary that outlines the discussion and Continuing Care capacity validation between the Applicant and AHS, as well as a copy of any other Continuing Care Needs Assessments conducted by the Applicant).
- viii. The completion of a **Business Case Application Form**.

- ix. Applicants must provide **audited financial statements** of the latest previous three (3) years. If the Applicant is a newly formed legal entity within the 24 months prior to date of submission, then the Applicant must also provide audited financial statements of the latest previous three years of its parent company; or

In the absence of audited statements, notice to readers / engagement reviews prepared by a Chartered Professional Accountant for its previous three (3) years (or such lesser period as the Applicant has been operating) that include the following information:

- Balance Sheet;
- Income Statement;
- Statement of Cash Flows; and
- Notes to the Financial Statements.

The Applicant must also provide a **letter from their primary financial institution / lender** that verifies and attests to the Applicant's financial status and viability.

- x. Applicants must provide **evidence of the form of land tenure** the Applicant holds for the Project lands and a Band Council Resolution or Settlement Council Resolution related to the land tenure. Alberta Health will review the evidence the Applicant provides of the form of land tenure and solely determine whether the form of land tenure is acceptable to Alberta Health. Alberta Health may require Applicants to provide additional evidence respecting land tenure of the Project lands. Some potentially acceptable forms of land tenure include: an offer to purchase land; a long-term lease agreement [thirty-three (33) years]; registered *Land Titles Act* (Alberta) certificate of title or title from the Metis Settlements Land Registry, showing the Applicant as having a registered interest in the Project lands; proof the lands have been set aside under s.18(2) of the *Indian Act* (Canada); a surrender and designation of lands with a lease and proof of registration of the leasehold interest at the Indian Lands Registry.
- xi. The Applicant must provide the legal name and identity of the **proposed care provider**, and this care provider must be a legal entity.
- xii. Applicants must demonstrate that the **accommodation charge / rent** applied to occupants of the Facility for room, board and housekeeping does not exceed the Established Accommodation Charge, which may vary from time to time (more information on these charges can be found on Alberta Health's website <https://www.alberta.ca/continuing-care-accommodation-charges.aspx>).
- xiii. The Applicant and care provider must have a **demonstrated history of compliance with Accommodation Standards** (if applicable) or if the provider is from another province, provide an equivalent.
- xiv. The Grant Application must clearly identify that **construction** of the Project will be **underway within eighteen (18) months** upon approval of the Grant Application. The Applicant must also demonstrate an understanding within its Grant Application that any Ministerial approval

of its Grant Application may be subsequently rescinded if construction does not begin within eighteen (18) months after the date of Ministerial approval.

- b) **Stage II, Established Program Criteria:** In Stage II, the Grant Applications will be ranked on the basis of the Established Program Criteria listed in the table below. Grant Applications that meet or exceed the total minimum required points for each Criterion will be considered for final selection.

ESTABLISHED PROGRAM CRITERIA	AVAILABLE POINTS	MINIMUM POINTS REQUIRED TO QUALIFY	WEIGHTING	SCORE (%) = $\frac{\text{Pts} \times \text{W}}{50}$	PASS or FAIL*
PRINCIPLE 1: Need and Optimization of Health Service Delivery	70	40	30%		
PRINCIPLE 2: Person-Centred Design and Innovation	50	30	30%		
PRINCIPLE 3: Viability and Sustainability	100	60	30%		
PRINCIPLE 4: Partnerships and Collaboration	50	25	10%		
Total		Minimum of 65% Total Score required to proceed to Final Selection of evaluation	100%		

* To qualify as being eligible for consideration and ranking in relation to other competitive applications, the Project must:

- receive a passing grade for each Principle; and
- achieve a minimum 65% Total Score.

PRINCIPLE 1: Need and Optimization of Health Service Delivery – Identification / verification of Culturally Appropriate Continuing Care capacity in community and / or surrounding areas to address the requirements of unmet population demand are appropriately aligned to the Needs Assessment for the health service requirements of each community. Proposals should incorporate approaches for the delivery of care intended to be person-centred, inclusive and flexible enough to meet the needs of residents now and in the future (e.g., use of technology to support virtual care / services). Proposals that incorporate innovative approaches to care delivery and that emphasize person-centredness, inclusivity and flexibility will be prioritized. Operator should have experience and proven industry knowledge for delivering housing and care services to the target resident group. If applicable, Operator should be in compliance with Accommodation Standards and Continuing Care Health Service Standards (CCHSS), licensing and reporting requirements, with evidence of accreditation. Operators should have a positive relationship and responsiveness with Alberta Health and Alberta Health Services during commissioning processes and while addressing non-compliances.

PRINCIPLE 2: Person-Centred Design and Innovation – Proposals should incorporate approaches for design and care / service delivery intended to be person-centred and flexible enough to meet the needs of residents now and in the future. Proposals that incorporate innovative approaches to facility design (e.g., smaller homes, campus of care, village concepts, community resource hub) and / or care delivery (e.g., increase opportunities for resident wellness and social engagement, dedicated staffing – full-time and multi-skilled) and that emphasize person-centredness, inclusivity and flexibility will be prioritized.

PRINCIPLE 3: Viability and Sustainability – Proposals should be financially viable and sustainable over the long-term with clearly outlined funding sources for capital, care and accommodation costs. Demonstrate an awareness of what is required in the provision of Continuing Care services and supports and readiness to proceed with construction and operations. The establishment of a fund to address the ongoing maintenance and operation of the Facility for its useful life is one example.

PRINCIPLE 4: Partnerships and Collaboration – Proposals should demonstrate community collaboration with design that integrates existing and planned community infrastructure, services and supports. Priority will be given to proposals which:

- 1) include innovative ways to bring the community into the facility; and
- 2) show evidence that collaboration across communities to maximize available funding sources to support the project has been considered to the fullest extent possible.

- c) **Stage III, Final Selection:** The Evaluation Team will review and rank the Grant Applications for each location / zone and / or client type being evaluated (based on Stage I and Stage II), and will make a recommendation to the Minister based on the Grant Applications meeting the Established Program Criteria. The Minister will have final approval.

Article VI. 2021/2022 Grant Funding Agreement

(Sample)

In order to receive grant funding, the successful Applicant will be required to enter into an Agreement (a sample form is provided below) which will be modified by Alberta Health to ensure the Agreement is appropriate for the unique circumstances of each Applicant.

CONTINUING CARE CAPITAL PROGRAM GRANT FUNDING AGREEMENT ("Agreement")

Between:

HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA
as represented by the Minister of Health

(the "Province")

- and -

NAME OF RECIPIENT

(the "Recipient")

GRANT PURPOSE:

Provide \$_____ in Continuing Care Capital Program grant funding to support the development of _____ Continuing Care Eligible Units for the Project known as _____ located in _____, Alberta.

OTHER INFORMATION:

The Project will also accommodate _____ Ineligible Units for a total of _____ Eligible and Ineligible Units.

BACKGROUND

- (a) The Recipient has applied for grant funding for a project under the Continuing Care Capital Program for the sole purpose of developing Continuing Care capacity in the Province of Alberta.
- (b) The Province is authorized, pursuant to the **Health Grants Regulation, A.R. 146/2002** (the “Grants Regulation”), under the **Government Organization Act (Alberta)**, as amended from time to time, to make grants to any person or organization in respect of any matter that is under the Province’s administration and to enter into agreements with respect to such grants.
- (c) The Recipient has applied for grant funding for the purpose of developing Continuing Care spaces in the community as described in their application which is attached as Schedule A to this Agreement.
- (d) Having examined the Recipient’s Grant Application, the Province is prepared to provide financial assistance to the Recipient in the form of a grant, subject to the terms and conditions herein.

Therefore, in consideration of the terms and conditions set out in this Agreement, the Province and the Recipient agree as follows:

DEFINITIONS

1.1 Definitions:

- (a) “Applicable Codes” means:
 - i. federal building, fire, electrical or other similar codes and standards in effect at the time of construction, alteration or operation of the Project or, to the extent that the Alberta Building Code B3 Occupancy Classification is equivalent to or higher than the federal building code, the Alberta Building Code B3 Occupancy Classification; and
 - ii. in the absence of federal building, fire, electrical or other similar codes and standards in effect at the time of construction, alteration or operation of the Project means Alberta Building Code B3 Occupancy Classification, fire, electrical and other similar codes and standards that would apply to the construction, alteration or operation of the Project off reserve.
- (b) “Architectural Design Requirements for Continuing Care Checklist” means a list of building design elements that are requirements for each Continuing Care capital project funded by this program that the Project’s architect or engineer must acknowledge in writing and comply with, as a condition for receiving Continuing Care Capital Program grant funding, for any project developed that uses such funding.

- (c) “Audited Financial Statement” means an audited financial statement from an accountant independent of the Recipient with a Chartered Professional Accountant (CPA) designation in good standing and includes the completed Audited Financial Statement of Final Capital Costs Requirements form attached as Schedule F.
- (d) “Authorities Having Jurisdiction” means a governmental entity (federal, provincial, municipal or other entity) with authority to approve certain actions, reports, permits, documents, etc. involved in design, planning and construction of a facility, including and particularly, the upholding of fire and life safety standards.
- (e) “Capital Costs” means the costs, or forgiveness of the costs, to acquire, construct or renovate the Project, including material, labour, land, servicing and soft costs, and any costs required to bring a site, building or unit into compliance with all Applicable Codes and legislation, including environmental legislation.
- (f) “Certificate of Substantial Performance” means a certificate signed and sealed by an architect or engineer certifying that the:
- i. Project is in the opinion of the architect or engineer, ready for occupancy for the purpose intended and has, in all material respects, been constructed in a proper and workmanlike manner and in accordance with the relevant architectural and construction plans, except for any deficiencies the correction of which in the opinion of the architect or engineer, is adequately ensured; and
 - ii. Applicable Codes have been complied with, except for deficiencies the architect or engineer has identified on a list of deficiencies, the correction of which, in the opinion of the architect or engineer, is adequately ensured.
- (g) “Construction Progress Report” means a report signed by the architect or engineer:
- i. certifying the stage of completion of the Project as of the date of the report; and
 - ii. providing an accounting of the Project expenditures spent to date, including copies of all invoices, demonstrating the stage of completion certified by the report.
- (h) “Continuing Care” means Alberta’s Continuing Care system, which provides Albertans with a range of health, personal care and accommodation services required to support their independence and quality of life. Continuing Care clients are defined by their need for care, not by their age or diagnosis or the length of time they may require service. Continuing Care includes Home Care, supportive living, Designated Supportive Living and Long-Term Care. This Agreement pertains only to supporting the development of supportive living, Designated Supportive Living and Long-Term Care spaces.

- (i) “Contractor” means a contractor hired by the Recipient to carry out construction of the Project which, for the purposes of any obligations incurred by the Contractor under this Agreement, shall also include all subcontractors, employees, agents, and others for whom the Contractor is responsible for in law.
- (j) “Designated Supportive Living” or “DSL” means licensed supportive living settings where AHS controls access to a specific number of spaces according to an agreement between the operator and AHS for the provision of publicly-funded Continuing Care health services. Case management, Registered Nursing, rehabilitation therapy and other services are provided on-site. Accommodation services in DSL must meet the requirements of the **Supportive Living Accommodation Standards** and be provided at or below the Established Accommodation Charge. Publicly-funded Continuing Care health services must be provided in accordance with the **Continuing Care Health Service Standards** and any other relevant legislation or standards. DSL settings are a community-based living option where 24-hour on-site (scheduled and unscheduled) personal care and support services are provided by Health Care Aides. In some DSL settings, personal care and support services are provided by 24-hour on-site Licensed Practical Nurses and Health Care Aides.
- (k) “Designated Supportive Living Level 4 Dementia” or “DSL4D” means housing and support for adults with a wide range of health issues including moderate to severe dementia or cognitive impairment. Comprehensive services provided to DSL4D residents include the availability of 24-hour nursing care, purpose-specific safety, security and programming.
- (l) “Effective Date” means the last date of signature of this Agreement by both the Province and Recipient.
- (m) “Eligible Units” means those residential units for supportive living, DSL and LTC that become part of the Project; Eligible Units and their accompanying common and service area make up the Core Capacity of the Facility.
- (n) “Established Accommodation Charge or Rate” means the accommodation charge by an operator to a resident that does not exceed the accommodation charge established from time to time by the Province for a private room, or for a semi-private room if occupied by two people, as defined by the **Nursing Homes Operation Regulation, A.R. 258/1985**, and includes the requirement to provide services in accordance with Schedule B, Service Requirements.
- (o) “Final Building Inspection Report” means a report prepared by an architect or engineer certifying that the Project is complete.
- (p) “Grant” or “unused portion of the Grant” means grant funds provided by the Province to the Recipient under this Agreement and includes any earned income, including interest, on the Grant that may be realized by the Recipient as a result

of holding or investing any or the entire Grant in an interest-bearing account or security.

- (q) “ISC” means the Department of Indigenous Services Canada.
- (r) “Labour and Material Bond” means a guarantee that the bonded contractor will pay all claimants for goods and / or services supplied for the bonded project. A claimant under a labour and material payment bond is a trade contractor or supplier who has a direct contract with the bonded contractor to supply goods or services to the bonded job.
- (s) “Lands” means:
- i. First Nations – the unencumbered _____ reserve lands located at _____ legally described as:

Province: Alberta
Reserve Name: _____
Legal Description – Land Affected: _____
Regional Survey Alberta: _____

and set aside by the Minister of ISC for the general welfare of _____ under s.18(2) of the *Indian Act* pursuant to Band Council Resolution _____ and ISC Indian Land Registry System Registration Number _____, Received Date _____, Regional File Number _____; or
 - ii. Metis Settlements – provide a copy of the applicable Metis bylaws, Metis title from the Metis Lands Registry and verify the existence of any additional interest in Project lands.
- (t) “Long-Term Care” or “LTC” means the units in the Project, which meet the standards, conditions and requirements of both Alberta Health and AHS equivalent to a nursing home. A LTC facility is a purpose-built congregate care option for individuals with complex, unpredictable medical needs who require 24-hour on-site Registered Nurse assessment and / or care. In addition, professional services may be provided by Licensed Practical Nurses and therapists while 24-hour on-site unscheduled and scheduled personal care and support is provided by Health Care Aides. Case management, Registered Nursing, rehabilitation therapy and other services are provided on-site. LTC facilities include nursing homes under the [Nursing Homes Act](#) and auxiliary hospitals under the [Hospitals Act](#). Accommodation services in LTC must meet the requirements of the [Long-Term Care Accommodation Standards](#) and be provided at or below the Established Accommodation Charge. Publicly-funded Continuing Care health services must be provided in accordance with the [Continuing Care Health Service Standards](#) and any other relevant legislation or standards.

- (u) “Master Services Agreement” means the operating agreement to be entered into between AHS and the Project operator for the provision of health care services.
- (v) “Occupancy Permit” means the written permission granted by the Authorities Having Jurisdiction allowing the Project to be occupied after construction, alteration, or a change in the nature of the occupancy of the building.
- (w) “Performance Bond” means a bond that guarantees that the bonded contractor will perform its obligations under the contract in accordance with the contract’s terms and conditions. The performance bond will be in the amount of 50% of the contract amount.
- (x) “Project” means the approved Project proposed by the Recipient as described in Schedule A.
- (y) “Recipient” means approved Indigenous grant Applicant.
- (z) “Service Requirements” means the services required to be provided to residents and clients as described in Schedule B.
- (aa) “Supportive Living” means licensed facilities (under the *Supportive Living Accommodation Licensing Act*) where services are delivered in a home-like setting for four or more adults needing some support but without multiple complex or unscheduled health needs. Supportive Living includes a variety of facilities such as lodges, seniors’ residences, group homes and DSL. It promotes residents’ independence and aging in place through the provision of services such as 24-hour monitoring, emergency response, security, meals, housekeeping, and life-enrichment activities. Building features include private space and a safe, secure and barrier-free environment. Publicly funded personal care and health services are provided to Supportive Living residents based on their assessed unmet needs. Individuals living in Supportive Living may receive publicly funded Continuing Care health services through Home Care in accordance with the Continuing Care Health Service Standards and any other relevant legislation or standards. Individuals may also obtain privately-funded services.

1.2 Schedules

The following Schedules are attached to and form part of this Agreement:

- (a) Schedule A – 2021/2022 Continuing Care Capital Program – Indigenous Grant Business Case Application Form for the project name Project for # continuing care units;
- (b) Schedule B – Service Requirements;

- (c) Schedule C – Project Progress Schedule Report;
- (d) Schedule D – Occupancy Permit or Final Building Inspection Report;
- (e) Schedule E – Continuing Care – Cost and Activity Survey;
- (f) Schedule F – Audited Financial Statement of Final Capital Costs Requirements;
- (g) Schedule G – Annual Report;
- (h) Schedule H – Documents Required to be Submitted in the Event of a Project Transfer; and
- (i) Schedule I – Band Council Resolution or Settlement Council Resolution (will be determined and developed to reflect the unique circumstances of the Recipient).

EFFECTIVE DATE AND TERM

2. The term of this Agreement is from the Effective Date until thirty (30) years from date of issuance of the Occupancy Permit or Final Building Inspection Report (the “Term”). The Occupancy Permit or Final Building Inspection Report, once issued, shall be attached to and form part of this Agreement as Schedule D.

MAXIMUM AMOUNT OF GRANT and PAYMENT SCHEDULE

3. The Province shall provide the Recipient a Grant, up to but not exceeding the sum of _____ CANADIAN dollars (\$_____ CAD) (the "Grant") subject to the terms and conditions contained in this Agreement.
4. Provided that the Recipient is not in breach of the terms of this Agreement, and that this Agreement has not been terminated, the Province shall provide the Grant to the Recipient as follows:
 - 4.1 Twenty-five (25) percent of the Grant shall be advanced following the Effective Date and upon the Recipient providing:
 - i. Evidence lands have been set aside under s.18(2) of the *Indian Act* (Canada) for the Project or proof of registration at a Land Registry or another form of land interest (i.e., designation and lease):
 - a. First Nations – this includes a Band Council Resolution and authorization from the Minister of Indigenous Services Canada (formerly Department of Indigenous and Northern Affairs Canada) pursuant to section 18.2 of the *Indian Act* (unless proposal is off reserve); or

- b. Metis Settlements – provide a copy of the applicable Metis bylaws, Metis title from the Metis Lands Registry and verify the existence of any additional interest in Project lands.
 - ii. a copy of the development permit or similar documentation;
 - iii. proof from the Project architect or engineer confirming that the Project will be constructed in compliance with the Applicable Codes including to the B3 major building occupancy classification of the *Alberta Building Code* (including infrastructure to support 3-phase power and sufficient water supply / pressure for the fire suppression systems), or proof of B3 equivalency from the Authority Having Jurisdiction would be required for any approved Project involving an existing facility that adheres to residential occupancies (Group C), such as for renovation / refurbishment of an older facility, and includes a physical building assessment; and
 - iv. a copy of the Architectural Design Requirements for Continuing Care Checklist with each item checked and the Checklist signed by the Project's architect or engineer.
- 4.2 Twenty-five (25) percent of the Grant shall be advanced upon the Recipient providing:
- i. a copy of the building permit or similar documentation;
 - ii. proof of construction insurance;
 - iii. proof of a performance bond;
 - iv. proof of a labour and material bond; and
 - v. proof of coverage as set out in the *Workers' Compensation Act* or employer liability insurance.
- 4.3 Forty (40) percent of the Grant shall be advanced upon the Recipient providing:
- i. evidence of application for foundation permit;
 - ii. evidence of application for framing permit;
 - iii. evidence of application for gas permit;
 - iv. evidence of application for plumbing permit;
 - v. evidence of application for electrical permit; and
 - vi. a signed Construction Progress Report as defined in clause 1.1(g), showing that the Project is at least fifty (50) percent complete.
- 4.4 Up to but not exceeding the remaining ten (10) percent of the Grant shall be advanced upon receipt of:
- i. proof of approved foundation inspection;

- ii. proof of approved framing inspection;
 - iii. proof of approved gas inspection;
 - iv. proof of approved plumbing inspection;
 - v. proof of approved electrical inspection;
 - vi. a signed Construction Progress Report, as defined in clause 1.1(g), showing that the Project is one hundred (100) percent complete;
 - vii. the Certificate of Substantial Performance;
 - viii. a statutory declaration to confirm payment of all subcontractors;
 - ix. Occupancy Permit or Final Building Inspection Report;
 - x. if applicable, a signed Master Services Agreement with Alberta Health Services or equivalent as authorized by Alberta Health Services;
 - xi. a completed Continuing Care – Cost and Activity Survey document, as set out in Schedule E; and
 - xii. officer or director of the Recipient provide an Audited Financial Statement of final Capital Costs in the form outlined in Schedule F, at the Recipient's expense.
5. The Recipient is limited to receiving Grant funding for the Project from the Province in the amount set out in section 3. The Recipient agrees that the Province is not responsible for any cost overruns.
6. Upon receipt of the Grant from the Province, the Recipient will deposit the Grant into a separate interest bearing account with a branch of a financial institution licensed and doing business in Alberta. The Recipient shall use this account as a depository for all monies related to the Project and shall issue all Project related cheques there from. The Recipient agrees to use this account for all monies related to the Project such that at the end of each quarter, the amount of the unexpended Grant funds is readily ascertainable.

GRANT USE

7. The Recipient shall only use the Grant for the Project, as set out in Schedule A, to construct a total number of _____ Eligible Units unless amended pursuant to section 8.
8. The Recipient must provide immediate notice to the Province of any proposed or actual adjustments in the planned number of total Eligible Units as described in section 7. Provided that the Province agrees to allow the requested changes, prior to any changes to the planned number of Eligible Units taking effect, the parties hereto shall execute a written amendment to this Agreement which may include adjustment to the amount of available grant funding, to be determined by the Province.
9. The Recipient acknowledges that it shall be liable for the full amount of the Grant and shall be bound to the terms of this Agreement, notwithstanding the Recipient's payment

of Grant funds to a third party and the subsequent use of any Grant funds by that third party.

REPAYMENT

10. The Recipient shall comply with the terms and conditions of the Grant, including but not limited to the following:

10.1 If:

- (a) the Recipient does not comply with any terms or conditions of the Grant, or
- (b) any of the information provided by the Recipient to obtain the Grant is determined by the Province to be false, misleading or inaccurate,

then the Province may require the immediate repayment of all or part of the Grant. The amount of repayment shall be determined in accordance with section 29 and will be paid by the Recipient within ten (10) days of notice by the Province. The Province may also hold back further installments of the Grant until the Recipient has met the conditions of the Grant.

10.2 If the Recipient does not use the entire Grant for the Project and the unused portion of the Grant is equal to or greater than one thousand CANADIAN dollars (\$1,000 CAD), then the Recipient may be required to repay to the Province all or part of the unused portion of the Grant. The amount of repayment will be solely determined by the Province and will be repaid within ten (10) days of the Province providing Notice of repayment.

10.3 If the Province terminates this Agreement, then the Recipient will only retain the portion of the Grant which the Recipient spent on the expenses related to the Project which were incurred during the Term of the Grant and before the Province delivered the written Notice of termination.

10.4 Money that the Province requires to be repaid under this Agreement constitutes a debt due to the Province and is recoverable in an action in debt against the Recipient. The Province may set off the amount the Province requires to be repaid against future instalments of the Grant. The Province may also set off the amount the Province requires to be repaid against any other grant between the Recipient and the Province.

10.5 Correspondence which is provided to the Recipient and signed by the Province stating that a Grant was made under this Agreement and that the Province has required repayment of the money in accordance with this section shall be deemed to be *prima facie* proof of the debt due by the Recipient of the Grant to the Province.

FINANCIAL RECORDS & AUDIT

11. Accounting records must be kept available for inspection and audit by a representative of the Province or the Auditor General of Alberta, or their inspectors and auditors. On seven (7) days' notice, the Province or the Auditor General of Alberta or their inspectors and auditors will be allowed to examine or to take copies of the Recipient's books, accounts and records of revenues and expenses associated with the Grant to determine whether the Grant was or is being used properly.
12. The Recipient agrees to allow the Province and the Province's agents, including but not limited to, the Auditor General of Alberta and representatives of the Province, access to the Project site, any architectural and / or engineering drawings or documents, financial accounts related to expenditures claimed under this Agreement, and other such project related documents the Province deems necessary.
13. During the Term, and for a period of seven (7) years following the Term or termination of this Agreement, the Recipient will maintain records of all expenses related to the Project in accordance with Canadian generally accepted accounting principles.

PROVINCE'S REPRESENTATIVE and NOTICES UNDER THIS AGREEMENT

14. The Province designates the Director, Continuing Care Capital Programs, as the Province's representative for the administration of this Agreement except for sections 10, 19, 23, 29, and 39.
15. All notices required or permitted to be given or submitted by the Recipient to the Province, or by the Province to the Recipient, under this Agreement shall be deemed given or submitted if in writing and either personally delivered to the office of the addressee or sent by registered mail, postage prepaid, or sent by email transmission to the office of the addressee provided below:

To the Province: Continuing Care Capital Programs
Alberta Health

Address: 16th Floor, ATB Place North
10025 Jasper Avenue NW
Edmonton, Alberta T5J 1S6

Email: Health.ContinuingCareCapitalPrograms@gov.ab.ca

To the Recipient:

Address: Address line 1
 Address line 2
 Location, Alberta [T0X 0X0]

Email:

The address of either party may be changed by notice in writing to the other party. Notice personally served or sent by email transmission shall be deemed received when actually delivered or transmitted if delivery or transmission is between 8:15 am to 4:30 pm in Alberta from Monday through Friday excluding holidays observed by the Province (a "business day"), or if not delivered on a business day, on the next following business day. All notices sent by prepaid registered mail shall be deemed to be received on the fourth business day following mailing in any post office in Canada, except in the case of postal disruption, then any notice shall be given by email transmission or personally served.

PROJECT

16. The Recipient has applied for Grant funding for the sole purpose of providing Continuing Care, in the Project known as _____
located on lands described as:
- Plan:
Block:
Lot:
 , Alberta
- 16.1 The Recipient shall provide to the Province any changes to the legal description of the Project as described in section 16 as a result of legal subdivision to those lands and those changes will be acknowledged through an amendment to this Agreement.
17. The Recipient will ensure that the Continuing Care provided by the Recipient at the Project will charge no more than the Established Accommodation Charge and will include all Service Requirements under the Established Accommodation Charge (Schedule B).
18. The Project shall be used for Continuing Care for a period of at least thirty (30) years continuously from the date of issuance of the Occupancy Permit or Final Building Inspection Report as outlined in Schedule D.
19. The Recipient acknowledges that it is a requirement of the Grant provided under this Agreement that the Recipient maintains ownership and control of the Project during the Term. If the Recipient anticipates assigning or transferring any portion of the ownership of the Project, by assignment, corporate sale or acquisition, amalgamation, or shall

otherwise lose ownership and / or control of the Project during the Term, the Recipient must notify the Province in a manner outlined in section 32, provide the information required by Schedule H, and receive prior written approval of the Province, which may be unreasonably withheld, before such change of ownership and / or control is effective. Any such approval, if granted, shall be conditional on the Recipient and the proposed new owner or operator entering into an assignment of this Agreement, in a form acceptable to the Province, and providing evidence of approval for assignment (if applicable) of the Master Services Agreement or Use of Designated Access Spaces Agreement by Alberta Health Services. Should ownership or control of the Project change or if change is anticipated, the Province may require the Recipient to repay all or a portion of the Grant within 10 (ten) days or as otherwise specified by the Province.

20. The Recipient must comply with all laws, regulations, bylaws and guidelines of any federal, provincial, municipal, or regulatory authority that are applicable to the construction and operation of the Project, including without limitation:

- accommodation standards, and approvals for LTC spaces as specified in the ***Nursing Homes Act (Alberta)*** and its related regulations, standards, and guidelines; and
- accommodation standards licensing requirements for Continuing Care spaces as specified in the ***Supportive Living Accommodation Licensing Act (Alberta)*** and its related regulations, standards, and guidelines.

20.1 The Recipient acknowledges that any default which occurs under the terms of the Master Services Agreement or Use of Designated Access Spaces Agreement and / or any lease agreement applicable to the Project, which is not remedied during applicable cure periods (if any) shall be considered a default under this Agreement.

21. If the Recipient is a First Nations (NOTE – an applicable set of terms would be required if the Recipient is a Metis Settlement):

21.1 The Recipient agrees to continuously operate the Project for thirty (30) years from the date of issuance of the Occupancy or Final Building Inspection Report.

21.2 The Recipient will not request the Government of Canada to alter the *Indian Act* s.18(2) authorized use of the Lands for thirty (30) years.

21.3 The Recipient shall provide the Province with thirty (30) days' Notice prior to making any request to the Government of Canada to change the authorized use of the Lands.

RECIPIENT'S OBLIGATIONS FOR CONSTRUCTION AND OPERATION

22. The Recipient shall acquire all of the Federal and / or Provincial permits, licenses, and approvals by authorities required under the Applicable Codes to construct, alter or operate the Project and shall ensure that the design and construction conforms to

Applicable Codes and with construction practices in line with a competent owner of the lands.

23. The Recipient must use commercially reasonable efforts and diligence to start construction of the Project within one year of the Effective Date of this Agreement, unless extended in writing by the Province, or the Province may demand that the Grant be repaid and may terminate the Agreement.
 - 23.1 The Project must be completed no later than three (3) years from the Effective Date of the Agreement, unless extended in writing by the Province. The Province may demand that the Grant be repaid and may terminate the Agreement if, as determined solely by the Province, there is insufficient evidence of the Project progressing in accordance with a schedule that meets the required timeline.
24. The Recipient shall construct the Project at its sole risk in a proper and workmanlike manner, complete in all respects in accordance with the plans and specifications for the Project, and pay all costs and expenses relating thereto.
25. The Recipient shall retain the services of qualified designers and contractors to ensure the design and construction will conform to the Applicable Codes, Architectural Design Requirements for Continuing Care Checklist and current construction practices.
26. The Recipient shall be responsible for ensuring that all contracts and subcontracts necessary for the completion of the Project are in place and in compliance with recognized construction practices and all applicable laws and regulations relating to the Facility, whether federal, provincial or municipal (including the applicable building codes, fire safety codes, and land use bylaws).
27. If the Recipient is subject to the New West Partnership Trade Agreement (NWPTA) and / or the Canada Free Trade Agreement (CFTA), or if it distributes grant funds to an entity that is subject to the NWPTA and / or the CFTA, any subsequent procurement of goods and services with Grant monies must be in accordance with the requirements of NWPTA and / or the CFTA as applicable.
28. The Recipient shall ensure that during the construction of the Project the **Builders' Lien Act (Alberta)** is complied with and the Recipient shall be responsible for ensuring that, upon completion of the Project, no builders' liens are registered on title to the Lands.

BREACH OF AGREEMENT

29. Upon breach of any term or condition of this Agreement, as determined solely by the Province, the Province may demand that the Recipient repay all or a portion of the Grant and the Province may terminate this Agreement without further notice. The Province shall confirm such breach in writing to the Recipient.

29.1 The amount of the Grant repayable to the Minister under this section will be based on the proportion of the Term remaining after the date of the default calculated in accordance with the following calculation of the Unused Portion of the Grant.

29.2 “Unused Portion” means, for the purpose of compliance with the Grants Regulation, this section, and section 10 of this Agreement:

- (a) where the Recipient fails to expend any portion of the Grant, a sum represented by the entire Grant plus accrued interest;
- (b) where the Recipient expends less than the total of the Grant, a sum represented by the difference between the amount expended and the Grant plus accrued interest; or
- (c) where the Recipient expends all of the Grant on the Project, but where the usage to which the Project is put changes from that of advancing Continuing Care, a sum calculated by applying the following formula:

$$UP = G \times \frac{(30 - YD)}{30}$$

Where:

UP = Unused Portion to be repaid to the Province

G = Grant amount in Canadian dollars

YD = numerical Year of Default

29.3 “Year of Default” means, for the purpose of applying the formula to determine the unused portion, the number between 1 and 30 representing the year in which the default occurs following date of issuance of the Occupancy Permit or Final Building Inspection Report.

WAIVER OF BREACH

30. Any waiver by any party of the performance by another party of any of the terms or conditions of this Agreement shall only be effective if expressed in writing and any waiver so given shall not constitute a continuing waiver of the performance of that obligation unless a contrary intention is expressed in writing.

RECIPIENT'S REPORTING REQUIREMENTS

31. The Recipient must:
- 31.1 during the Term:
 - (a) provide quarterly status reports on the progress of the Project as described in Schedule C – Construction Progress Report as it is updated or revised from time to time; and
 - (b) the Recipient may be asked to provide additional accountings of the Project costs on an ad hoc basis. The Recipient shall provide this information within forty-five (45) days of the Province's request; and
 - 31.2 on an annual basis after completion of the Project for the Term of the Agreement provide a written and / or electronic report in accordance with Schedule G, as it is updated or revised from time to time, by June 30th of each year, on the work and activity in respect of which the Grant was made that demonstrates to the satisfaction of the Province that the Recipient continues to utilize the Project for the purpose of providing Continuing Care.

NOTIFICATION REQUIREMENTS

32. The Recipient shall provide the Province:
- 32.1 with six (6) months prior written notice in a form satisfactory to the Province of the intent to sell, assign or transfer any portion of its ownership of the Project by assignment, corporate sale or acquisition, amalgamation, or otherwise;
 - 32.2 with immediate notice if the Recipient becomes aware of circumstances which could reasonably lead to a loss of ownership or control of the Project during the Term, for reasons other than a sale, assignment or transfer; and
 - 32.3 with immediate notice if the Recipient becomes aware of a breach, or circumstances which could reasonably lead to a breach, of the terms and / or conditions of this Agreement.

INSURANCE AND WORKERS' COMPENSATION

33. Throughout the Term, the Recipient shall ensure that employer liability insurance and property insurance is maintained, including during the construction period, on an "All Risk" basis covering the Project for replacement cost in addition to sufficient liability insurance. The Recipient shall require that its Contractors maintain liability insurance.
34. From time to time throughout the Term as may be required by this Agreement and upon the request of the Province, the Recipient shall provide to the Province proof of the required insurance coverage, such proof to be satisfactory to the Province.

35. The Recipient shall, and shall require its contractors to, maintain workers' compensation coverage in accordance with the requirements of the **Workers' Compensation Act (Alberta)** as amended from time to time.

LIABILITY AND INDEMNITY

36. The Recipient shall indemnify and hold harmless the Province from any and all claims, demands, actions or costs (including legal costs on a solicitor-client basis), which arise from or are in any way related to this Agreement or the construction and operation of the Project, including without limitation those arising out of a breach of this Agreement by the Recipient and / or the Recipient's negligence or willful acts or omissions and / or those of its employees, contractors, subcontractors or agents. This section shall survive this Agreement.

COMMUNICATION PROTOCOL

37. The Recipient agrees that the Government of Alberta shall be recognized on all signage, printed or other material for funding received from the Province, in a form prescribed by the Province.
38. The Recipient agrees to invite the Province to any official events such as groundbreaking and opening ceremonies, plaque unveiling or any similar events to which the public may be invited. The Province will provide the protocol guidelines for official events and / or the visual guidelines for signage, printed or other material.
- 38.1 The Recipient shall provide the Province with at least eight (8) weeks' notice of any groundbreaking or opening ceremony, plaque unveiling or any similar events.

NO TRANSFER OR ASSIGNMENT

39. The Recipient may not transfer or assign this Agreement without the prior written consent of the Province. Consent of the Province may be requested upon submitting all of the required documentation listed in Schedule H.

AMENDMENTS IN WRITING

40. The parties may amend this Agreement only by mutual written agreement signed by an authorized representative of each party.

CONFIDENTIALITY

41. The Recipient agrees that all communications between the Province, its employees, agents or assigns, and the Recipient which occur during the Term of this Agreement or

any extension thereof, and all such communications made with respect to this Agreement prior to entering into this Agreement, shall be treated as confidential both during and following the Term of this Agreement, and the Recipient shall obtain the prior written approval of the Province before divulging such communications or any other data or information obtained from the Province, its employees, agents or assigns during the Term of this Agreement or any extension thereof.

FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

42. Notwithstanding section 41 above, the Recipient acknowledges and agrees that the Province is a public body and must comply with the ***Freedom of Information and Protection of Privacy Act (Alberta)*** (the "FOIPP Act"). The Province is not able to guarantee confidentiality of any document submitted to it. All documents submitted to the Province, including those marked "confidential" become the property of the Province and shall be subject to the privacy and disclosure provisions of the FOIPP Act. The parties specifically acknowledge that the terms of this Agreement, including the name of the Recipient, the consideration, Grant amount, term and details of the Agreement may be subject to disclosure under the FOIPP Act.

GENERAL TERMS

43. Notwithstanding any other provisions of this Agreement, the rights and obligations set out in the following section of this Agreement will survive the expiration or termination of this Agreement:
- | | | |
|-----|------------------------|---|
| (a) | Section 10 | Repayment; |
| (b) | Sections 11, 12 and 13 | Financial Records & Audit; |
| (c) | Section 31 | Recipient's Reporting Requirements; |
| (d) | Section 36 | Liability and Indemnity; |
| (e) | Sections 37 and 38 | Communication Protocol; and |
| (f) | Section 42 | Freedom of Information and Protection of Privacy Act. |
44. This Agreement and its schedules contain the entire agreement of the parties concerning the subject matter of this Agreement and there are no other understandings or agreements, verbal or otherwise, that exists between the parties.
45. This Agreement shall be for the benefit of, and binds, any permitted successors or permitted assigns of the parties.

Authorized Signature Date

Councilor _____
 Print Name

One Example for Metis Settlements:

Signed by the _____ Metis Settlement's authorized representative(s):

Authorized Signature Date

Print Name of Settlement Chair
(or a councilor designated by the council as an alternate signing officer)

Authorized Signature Date

Print Name of the Settlement Administrator

HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA
as represented by the Minister of Health

Paul Wynnyk Date
Deputy Minister

SCHEDULE A:
2021/2022 CONTINUING CARE CAPITAL PROGRAM –
INDIGENOUS GRANT BUSINESS CASE APPLICATION FORM:

Project Name PROJECT

To Develop #__ Continuing Care Units

SCHEDULE B: SERVICE REQUIREMENTS

Long-Term Care (Nursing Home):

Recipients must provide the following Service Requirements for Long-Term Care residents in compliance with the *Nursing Home Operations Regulation* and *Nursing Homes General Regulation* under the *Nursing Homes Act*; also, Alberta Health's *Continuing Care Health Service Standards*, as updated or revised from time to time:

Nursing and Personal Service Staff	means an operator shall obtain the services of a Director of Nursing, Nursing and Personal Services Staff in accordance with the <i>Nursing Homes Operation Regulation</i> . At least one nurse shall be on duty at all times, with nursing and personal services staff providing a minimum number of hours of combined nursing and personal services per resident per day.
Medical Care	means access to Physician or Nurse Practitioner services. Long-Term Care facilities must have documented processes in place that ensure a Physician or a Nurse Practitioner conducts a Medical Status assessment of a Client upon admission; and reassessments of a Client's Medical Status on an annual basis and when there is a significant change in the Client's Medical Status.
Drugs and Medicine	means drugs or medicine administered to a resident as prescribed or ordered by a physician. An operator shall maintain a reasonable quantity of drugs and medicine of the kind specified under the <i>Nursing Homes General Regulation</i> , making the prescribed drugs or medicine available at no cost to the resident.

Accommodation Charge (Continuing Care):

Recipients must provide the following Service Requirements for residents, and these Service Requirements must be included within the Established Accommodation Charge and provided in compliance with Alberta Health's *Long Term Care Accommodation Standards* and *Supportive Living Accommodation Standards*, as updated or revised from time to time:

Meals and Food Services	means three meals per day plus snacks approved by a dietitian in accordance with <i>Canada's Food Guide to Healthy Eating</i> . <i>Dinner</i> means a hot meal (excluding breakfast) that can be served either around noon or in the late afternoon or early evening. Where required this can include but is not limited to, nutritional supplements, diabetic diets, liquid diets.
Housekeeping	means on a weekly basis, the regular cleaning of residents' rooms and common areas that includes vacuuming; dusting; kitchen, dining room and bathroom cleaning and disinfecting. This would include hygiene and control of infections, with additional services as required.
Linen and Towel Laundry	means the regular laundering of linens and towels, either owned by the Facility, tenant or a laundry service, for the exclusive use of the residents. <i>Linens</i> include bed sheets and pillowcases. <i>Towels</i> include bath towels, hand towels and face cloths. This shall involve a weekly linen and towel exchange, the option of personal laundry, and additional services as required.
Life Enrichment	means regular activities or services that enhance the physical, emotional, social, spiritual, intellectual and cultural preferences and needs of the residents.
Safety and Security	means at least one trained and appropriate employee working on-site and on duty 24 hours per day, 7 days per week. <i>Trained and appropriate</i> means an employee trained in the use of emergency and security equipment. <i>On-site</i> means in the Project or in close proximity to the Project. Some forms of electronic monitoring which achieve equivalent results may be considered as 24-hour monitoring.
Transportation	means including the provision of, or arranging for, unscheduled service to attend to medical and dental appointments, shopping, banking, etc.
Referral / Assistance	means services provided by the operator on behalf of the resident, such as guidance, advocacy, advisory services, referral to health professions, provision of space for health professionals, medication assistance, and assistance with forms, etc.

SCHEDULE C: CONSTRUCTION PROGRESS REPORT

Example for First Nations

Continuing Care Capital Program Project Progress Schedule - [Quarter #, Year]										
(Electronic version to be provided for submission purposes)										
Project Name						Fiscal Year - Grant Approval				
Project Location						Approved Grant Amount				
Health Region - AHS Zone						Eligible Units Funded				
Address						Number of Ineligible Units				
MLA						Total Number of Units				
Constituency						Estimated Total Capital Costs				
Funding Recipient						Est'd Construction Completion				
Organization Type (i.e., Not-for-Profit, Private Corporation)						Construction Type - Description (e.g., B2, Woodframe, Concrete)				
Contact Person						25% Grant Advancement Date (Executed Grant Funding Agreement)				
Contact Address						25% Grant Advancement Date (e.g., building permit, proof of construction insurance, performance bond, labour & material bond, Workers' Compensation Act coverage)				
Phone Number						40% Grant Advancement Date (e.g., evidence of applications for foundation, framing, gas, plumbing and electrical permits, and signed construction progress report showing 50% construction completion)				
Email						10% Grant Advancement Date (e.g., proof of approved foundation, framing, gas, plumbing and electrical inspections; signed construction progress report showing 100% construction completion, certificate of substantial performance, occupancy permit/final building inspection report, confirm payment of all subcontractors, completed Schedules E and F)				
Project Details										
Project Milestones	Estimated Date	Construction Stage Status (%)	Project Planning			Actual Timeline			Delayed (+) / Ahead of Planned Schedule (-)	Reason for Delay / Significantly Ahead of Planned Schedule
			Start Date	End Date	Duration (days)	Start Date	End Date	Duration (days)		
Indian Lands Registry Registration of land instrument indicating that the Approved Project's lands have been set aside for the general welfare of the Band under s.18(2) of the Indian Act.					0			0		
BCR showing the lands have been set aside under s.18(2) of the Indian Act for the general welfare of the Band.					0			0		
AHS MSA (if applicable)					0			0		
Executed Grant Funding Agreement [Indian Land Registry, AHS MSA (if applicable), Development Permit, Proof confirming the building will be constructed to B3 of the Alberta Building Code and signed Architectural Design Requirements for Continuing Care Checklist]					0			0		
Preliminary Site Work					0			0		
Foundation					0			0		
Framing Structural					0			0		
Building Shut In					0			0		
Drywall					0			0		
Certificate of Substantial Performance					0			0		
Commissioning					0			0		
Occupancy Permit					0			0		
First Client Admission					0			0		
Audited Financial Statement					0			0		
Total Duration					0			0		

SCHEDULE D:
OCCUPANCY PERMIT OR
FINAL BUILDING INSPECTION REPORT

SCHEDULE E: CONTINUING CARE COST AND ACTIVITY SURVEY

CONTINUING CARE - COST AND ACTIVITY SURVEY					Date:
(Electronic version to be provided for submission purposes)					
Continuing Care - Cost & Activity Survey					
Section 1: FUNDING INFORMATION					
Funding Fiscal Year Approved:	<input style="width: 95%;" type="text"/>	Total Government Funding:	<input style="width: 95%;" type="text"/>		
Total Units:	<input style="width: 95%;" type="text"/>	Total Project Costs:	<input style="width: 95%;" type="text"/>		
Total Eligible Units:	<input style="width: 95%;" type="text"/>	Total Eligible Project Costs:	<input style="width: 95%;" type="text"/>		
Section 2: SITE INFORMATION					
Site Common Name	<input style="width: 95%;" type="text"/>				
Physical Address	<input style="width: 95%;" type="text"/>				
City, Town or Municipality	<input style="width: 95%;" type="text"/>				
Postal Code	<input style="width: 95%;" type="text"/>				
Owner Name	<input style="width: 95%;" type="text"/>				
Corporate Address	<input style="width: 95%;" type="text"/>				
City, Town or Municipality	<input style="width: 95%;" type="text"/>				
Postal Code	<input style="width: 95%;" type="text"/>				
Survey Contact Person	<input style="width: 95%;" type="text"/>				
Name	<input style="width: 95%;" type="text"/>				
Title/Position	<input style="width: 95%;" type="text"/>				
Email	<input style="width: 95%;" type="text"/>				
Telephone	<input style="width: 95%;" type="text"/>				
Section 3: HOUSING/ SUPPORTIVE LIVING / LONG-TERM CARE UNITS (THIS SITE)					
FISCAL YEAR REPORTED	<input style="width: 95%;" type="text"/>				
TYPE OF UNITS	# of Units	# of Residents	# of Units for Couples/ loved ones	Waiting List	Vacancy Rate
1. Independent Housing Units - Non Subsidized					
2. Independent Housing Units - Subsidized (Includes Seniors Self Contained)					
Bed Sitting (No Kitchette)					
Studio/Bachelor Suite					
One-Bedroom Suite					
Two-Bedroom Suite					
3. Supportive Living or Designated Supportive Living (DSL) Units					
Lodge Unit (Supportive Living)					
DSL 4					
DSL 4D - Dementia					
4. Long-Term Care (LTC) Units					
LTC in a Nursing Home					
LTC in an Auxiliary Hospital					
Other Units (Specify Type)					
(A) Total Number of Units	0	0	0	0	

"Independent Housing Units" means independent living allowing seniors to live in a place that meets their needs while maintaining their independence.

"Lodge Units (Supportive Living)" means a home for the use of senior citizens who are not capable of maintaining or do not desire to maintain their own home, including services that may be provided to them because of their circumstances.

Section 4: SITE CONDITIONS

Federal Building Code (to the extent that the Federal building code is either higher than Alberta Building Code B3 Occupancy Classification or is in addition to Alberta Building Code B3 Occupancy Classification) and fire, electrical or other similar codes and standards in effect at the time of construction, alteration or operation of the Approved Project.

B1 - Care of detention occupancies in which persons are under restraint or are incapable of self preservation because of security measures not under their control.

B2 - Care of detention occupancies in which persons having cognitive or physical limitations require treatment.

B3 - Residential occupancy classification for continuing care facilities that provide care services other than treatment by or through facility management to residents who require services because of cognitive, physical, or behavioral limitations.

C - Residential occupancies

D - Business and personal services occupancies

Where a site has more than one building or building component and these have different building classifications (eg. Service Core) or number of stories or year of construction, complete the following section for each building or component.

Construction (Project may include more than one building on a site)

Building Component (Building Names, Wings, Core Services etc.)

Year of Original Construction

Year of Latest Building Code Compliance

Federal/Alberta Building Code, see above

Building #1	Building #2	Building #3

Building Metrics

Number of Acres Per Site

Number of Stories

Gross Square Footage Excluding Parkade

Gross Square Footage Ground Level Only

Square Footage Resident Units (Including ensuite Bathroom & Kitchenette)

TOTAL

	Building #1	Building #2	Building #3	TOTAL
				0
				0
				0

Parking

Spaces Surface With Electrical Service

Spaces Surface with no Electrical Service

Spaces Under Building

Spaces Unattached Parkade

TOTAL Spaces

	Building #1	Building #2	Building #3	TOTAL
				0
				0
				0
				0
	0	0	0	0

Elevators

Number

Year of Latest Upgrade

	Building #1	Building #2	Building #3	TOTAL
				0

Other

Units Per Floor

Neighbourhoods/Pods per Floor

Units Per Neighbourhood/Pod per Floor

Cottages on Site

Communal Dining Rooms

	Building #1	Building #2	Building #3	TOTAL
				-
				-
				-
				0
				0

Bathrooms & Bathing

Units With Shower AND Toilet AND Sink (REQUIRED)

Units With Shower AND Tub AND Toilet AND Sink

TOTAL # of Units Must agree with (A) Total # of Units - Section 3

Assisted Bathing Facility

Therapeutic Tubs

TOTAL

	0

Kitchen Amenities Contained in Units

Units With Kitchenettes

Units With Kitchenettes Roughed-In

Units With Other Kitchen Amenities (Describe):

TOTAL # of Units Must agree with (A) Total # Units - Section 3

Single Rooms (Studio, Bachelor) - WITH Kitchenette

One-Bedroom Units - WITH Kitchenette OR Full Kitchen

Two-Bedroom Units - WITH Kitchenette OR Full Kitchen

TOTAL # of Units Must agree with (A) Total # Units - Section 3

TOTAL

	0
	0

SCHEDULE F:
AUDITED FINANCIAL STATEMENT OF
FINAL CAPITAL COSTS REQUIREMENTS

The following information is provided as a guideline for reporting. Other formats may be accepted by the Province provided the information requirements, as described here, have been met.

The Audited Financial Statement of Final Capital Costs shall be for the whole Continuing Care Project, not just the portion pertaining to the Grant.

The Audited Financial Statement of Final Capital Costs shall generally follow the budget outlined in the Grant Application for funding.

Example for First Nations:

Item	Budget	Eligible Costs (1)	Ineligible Costs (2)	Total Costs	Variance	Variance Explanation (3)
Land						
Indian Lands Registry registration of land instrument indicating that the Project's lands have been set aside for the general welfare of the Band under s.18(2) of the <i>Indian Act</i> for the general welfare of the Band.	\$	\$	\$	\$	\$	
Appraisal/Legal Fees	\$	\$	\$	\$	\$	
Demolition	\$	\$	\$	\$	\$	
Environmental	\$	\$	\$	\$	\$	
Local Improvements during construction	\$	\$	\$	\$	\$	
Other (Specify) (4)	\$	\$	\$	\$	\$	
Other (Specify) (4)	\$	\$	\$	\$	\$	
Total Land Costs	\$	\$	\$	\$	\$	
Building(s)						
Construction Contract / Services	\$	\$	\$	\$	\$	
Renovation	\$	\$	\$	\$	\$	
Appliances / Equipment / Furniture	\$	\$	\$	\$	\$	
Other (Specify) (4)	\$	\$	\$	\$	\$	
Other (Specify) (4)	\$	\$	\$	\$	\$	
Total Building(s) Costs	\$	\$	\$	\$	\$	

<u>Item</u>	<u>Budget</u>	<u>Eligible Costs (1)</u>	<u>Ineligible Costs (2)</u>	<u>Total Costs</u>	<u>Variance</u>	<u>Variance Explanation (3)</u>
Site Improvements						
On-Site Servicing	\$	\$	\$	\$	\$	
Landscaping	\$	\$	\$	\$	\$	
Other (Specify) (4)	\$	\$	\$	\$	\$	
Other (Specify) (4)	\$	\$	\$	\$	\$	
Total Site Improvements Costs	\$	\$	\$	\$	\$	
Administration						
Consultants Fees	\$	\$	\$	\$	\$	
Audit / Legal Fees	\$	\$	\$	\$	\$	
Recipient / Inspection Fees	\$	\$	\$	\$	\$	
Contingency	\$	\$	\$	\$	\$	
Interest Incurred During Construction	\$	\$	\$	\$	\$	
Marketing and Rent Up	\$	\$	\$	\$	\$	
Market Rental Appraisal	\$	\$	\$	\$	\$	
Signage / Grand Opening	\$	\$	\$	\$	\$	
Other (Specify) (4)	\$	\$	\$	\$	\$	
Other (Specify) (4)	\$	\$	\$	\$	\$	
Total Administration Costs	\$	\$	\$	\$	\$	
Subtotal	\$	\$	\$	\$	\$	
Total GST	\$	\$	\$	\$	\$	
Less GST Rebate, if applicable (Specify Percentage %)	\$	\$	\$	\$	\$	
Net GST Paid	\$	\$	\$	\$	\$	
Total Estimated Capital Cost	\$	\$	\$	\$	\$	

- (1) "Eligible Costs" are only costs associated with the Capital Funding Initiative.
- (2) If applicable.
- (3) Any variances between the budget amounts stated in the Grant Application for funding and actual amounts in the Audited Financial Statement of Final Capital Costs that exceed 10 percent.
- (4) Items such as "Other" costs, as well as in "Other" grant amounts, etc., shall be fully explained.

Name(s) of Permanent Lender(s) or Other Funding Source(s)	√	Amount of Funds	Interest Rate	Term / Amortization	Annual Debt Service
		\$	%		\$
		\$	%		\$
		\$	%		\$
		\$	%		\$
Other Alberta Government Department / Agency		\$			
Other Federal Government Department / Agency		\$			
Municipal Fee Rebate / Reduction		\$			
Other (Specify)		\$			
Other (Specify)		\$			
Donations		\$			
Cash (Fundraising)		\$			
Land / Building		\$			
Furniture / Equipment		\$			
Gifts-in-Kind		\$			
Subtotal		\$			\$
INDIGENOUS - 2021/2022 CONTINUING CARE CAPITAL PROGRAM Grant (include all interest earned on grant funds)	√	\$			
Total Permanent Financing Sources[#]		\$			\$

√ Check if funding applies to Eligible Costs.

(*) Indicate with an asterisk (*) enforceable financing commitments.

Should equal Total Capital Cost of Project above.

SCHEDULE G: ANNUAL REPORT

CONTINUING CARE CAPITAL PROGRAM

The following information is to be provided as of June 30th of each year.

Project Name	
Municipality	
Organization Name	
Address	
Municipality	
Postal Code	
Phone	
Contact Person's Name	
Title	
Phone	
E-mail	

Type of Continuing Care Units	Number of Units in Use*	Number of Vacancies	Minimum Rent / Rate	Maximum Rent / Rate	Average Rent / Rate
Studio / Bachelor					
1 Bedroom					
Couples / Loved Ones					
Other					
Total Units					

* Units used for the intended purpose of the original Grant.

Please indicate the basic services included in the residents' monthly rent / rate:

Meal Service

- No meal service provided
- One meal per day
- Two meals per day
- Three meals per day
- Continuous availability of hydration and snacks
- Other (please describe)

Additional charges that may apply in the provision of meal services (e.g., tray service to room, special diet, etc.). Please describe type of service and extra resident cost: _____

Housekeeping Services

Additional charges that apply in the provision of housekeeping services.
Please indicate the type of service and extra resident costs:

Laundry Services

- Please indicate the type of laundry services provided and the frequency of this service:
- Resident bed linens and towels
Frequency of service: _____
Additional service charges: _____
 - Resident personal laundry
Frequency of service: _____
Additional service charges: _____

Resident Monitoring Systems

Please identify any costs associated with the provision of this monitoring service:

Life Enrichment Activities

Please provide a description of typical social / recreational activities provided to your residents on a monthly basis: _____

Please identify any additional costs that residents may be expected to pay in undertaking specific social / recreational activities offered by your Facility:

Personal Care Services

Please identify any additional costs that residents may be expected to pay in accessing personal care services provided by your staff:

Health Care Services

Please identify any additional costs that residents may be expected to pay in accessing health care services provided by your staff:

COMMENTS

Indicate how the Program is helping to meet the needs in your community for Continuing Care accommodation.

Indicate how the Program is helping to meet the culturally appropriate care in your community.

Dated on this _____ day of _____, 20_____

Signature: _____

Name / Title: _____

Please submit copy of the Annual Report

by June 30th:

Email	Health.AnnualReports@gov.ab.ca Attention: Director, Continuing Care Capital Programs
Delivery / Mail	Alberta Health Continuing Care Capital Programs 16 th Floor, ATB Place North 10025 Jasper Avenue NW Edmonton, Alberta T5J 1S6 Attention: Director, Continuing Care Capital Programs

SCHEDULE H: DOCUMENTS REQUIRED TO BE SUBMITTED IN THE EVENT OF A PROJECT TRANSFER

ASSIGNOR → ASSIGNEE

The Recipient (“Project assignor”) is required to submit documentation, as outlined below, to accompany any request to the Province for permission to sell, assign or transfer (“assign”) the Project to another ownership entity (“Project assignee”). Submission must be made to the attention of the Director, Continuing Care Capital Programs at a **minimum four months prior** to the anticipated effective date of the Project sale, assignment or transfer.

When any of the following minimum required documentation is not available at the time the Recipient initiates a Project transfer request, the outstanding documentation must be subsequently submitted to the Director, as soon as it becomes available:

1. Project assignor

- Anticipated timing of the proposed Project transfer, an overview of the entities involved, and planned chronology of significant events or milestones involved during the process of completing the transfer;
- Contact information of company representative, including email, phone and mailing address *for each company* involved in the transaction;
- Current corporate structure / organization chart, including a description of % ownership and relationships between companies relevant to the Project;
- A copy of an Alberta corporate registry search *for each company*;
- Assurance of the continuity of quality of care and operations during the transfer transitional period of the Project to the Project assignee;
- Evidence of assurance that the Project assignee will continue operating the Project for Continuing Care for the remaining term of this Agreement in accordance to, including without limitation:
 - accommodation standards, and approvals for LTC spaces as specified in the ***Nursing Homes Act (Alberta)*** and its related regulations, standards, and guidelines; and
 - accommodation standards licensing requirements for Continuing Care spaces as specified in the ***Supportive Living Accommodation Licensing Act (Alberta)*** and its related regulations, standards, and guidelines.

2. Project assignee

- Contact information of company representative, including email, phone and mailing address *for each company* involved in the transaction;
- Corporate structure / organization chart, including a description of % ownership and relationships between companies relevant to the Project. Include information about which company will own or lease Project lands, which company will be responsible for operations, and which company will own the Project.
- Last three full fiscal years of audited financial statements of *each company* involved in the Project transfer;
- A copy of an Alberta corporate registry search *for each company*;

- Assurance of the continuity of quality of care and operations during the transfer transitional period of the Project from the Project assignor;
- Assurance that the Project assignee will continue operating the Project for Continuing Care for the remaining term of this Agreement in accordance to, including without limitation:
 - accommodation standards, and approvals for LTC spaces as specified in the Nursing Homes Act (Alberta) and its related regulations, standards, and guidelines; and
 - accommodation standards licensing requirements for Continuing Care spaces as specified in the **Supportive Living Accommodation Licensing Act (Alberta)** and its related regulations, standards, and guidelines;
- Certified copies of all Project land titles that relate to portions or all of the facility build from funding provided to the Project assignor by this Agreement;
- Written confirmation of the finalization and date of Project sale, assignment or transfer once it may occur.
- A copy of proof of approved Project licensing requirements to operate the Project;
- A copy of proof of adequate Project insurance coverage;
- A copy of proof of Worker's Compensation coverage at the Project;
- A copy of the signed Master Services Agreement with Alberta Health Services or equivalent operating agreement, when one previously existed with the Project assignor prior to Project transfer.

Ministerial approval of any Project sale, assignment or transfer may be conditional to additional terms or conditions required from either the Project assignor or Project assignee.

In the event a Project transfer request is approved or conditionally approved, the Province will coordinate the development and execution of an Assignment, Assumption and Amending Agreement (sample form provided below) that must be executed by the Province, the Project assignor and Project assignee.

The Director, Continuing Care Capital Programs or other Provincial representatives may request additional information from time to time to evaluate a Project transfer request or obtain background information that may assist in supporting a Ministerial decision on whether or not to approve a Project transfer request.

ASSIGNMENT, ASSUMPTION AND AMENDING AGREEMENT

SAMPLE

A sample form of an Assignment, Assumption and Amending Agreement that would be acceptable to the Province is provided below. The form will be completed by the Province with the details applicable to the transaction and reserving the right to modify or update the form from time to time.

**ASSIGNMENT, ASSUMPTION, AND AMENDING AGREEMENT #___
(Name of Facility - Location)**

THIS AGREEMENT is made effective as of _____, 20____, (the “Effective Date”) notwithstanding the dates of execution.

AMONG:

HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA
as represented by the Minister of Health
(the “Minister”)

- and -

LEGAL ENTITY X
a body corporate incorporated under the laws of Alberta
or
a body corporate incorporated under the laws of Canada and extra-provincially registered in
Alberta
or
a limited partnership registered under the laws of Province
by and through its general partner _____, a body corporate
incorporated under the laws of Alberta
or
[other]
- and -

LEGAL ENTITY Y (as applicable)
a body corporate incorporated under the laws of Alberta
or
[other]

(Legal Entity X and Legal Entity Y are collectively referred to herein as the “**Assignors**”)

- and -

LEGAL ENTITY A
a body corporate incorporated under the laws of Alberta
or
[other]

- and -

LEGAL ENTITY B (as applicable)
a body corporate incorporated under the laws of Alberta
or
[other]

(Legal Entity A and Legal Entity B are collectively referred to herein as the “**Assignees**”)

WHEREAS *the Assignor legal entity(ies)* and the Minister entered into a Name of Continuing Care Capital Grant Program Grant Funding Agreement made effective _____, 20____, a copy of

which is attached as Schedule A, with respect to the provision of grant funding to be used or the purposes of constructing a *continuing care* project known as *name of project* in *Location*, Alberta (“the Grant Agreement”);

WHEREAS the Assignors wish to assign the Grant Agreement to the Assignees and the Assignees wish to accept the assignment and assume all of the obligations contained in the Grant Agreement as of the Effective Date;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Assignors, the Assignees, and the Minister agree to the assignment, assumption, and amendment of the Grant Agreement on the following terms:

1. The Assignors do hereby:
 - a. transfer and assign to the Assignees all the rights, title, benefits and interests of the Assignors in or under the Grant Agreement;
 - b. acknowledge and agree that the Assignors have no further right, interest or claim against the Minister under or in any way relating to the Grant Agreement, and shall be released from any obligations the Assignors have become or may become liable for under the Grant Agreement; and
 - c. represent and warrant that, as of the Effective Date, there are no breaches of the terms of the Grant Agreement by the Assignors.
2. The Assignees do hereby:
 - a. accept the assignment referred to in Section 1 above;
 - b. agree, covenant and undertake that, as of the Effective Date, the Assignees will assume, fulfill, be bound by and be responsible, jointly and severally, for all the terms, conditions, obligations, covenants and undertakings that the Assignors are or would become subject to under the Grant Agreement to the same extent as though the Assignees had originally been named as the Recipients, including, without limitation, those terms in the Grant Agreement relating to performance and indemnity; and
 - c. acknowledge and agree that the Assignees have no claim against the Minister respecting any payments made to the Assignors by the Minister pursuant to the Grant Agreement prior to the Effective Date.
3. The Minister hereby agrees to the assignment, assumption and amendment of the Grant Agreement on the terms set forth in Sections 1 and 2 above.
4. The Assignors, Assignees, and Minister agree that the Grant Agreement shall be amended as follows:
 - i) The name of the Approved Project in Section xx of the Grant Agreement is deleted and replaced with “*new project name*”.
 - ii) Section yy is deleted and replaced with:

“[Content adjustments in other Grant Agreement sections as appropriate.]”

- iii) The notice information in Section zz of the Grant Agreement is deleted and replaced as follows:

To the Minister:

Continuing Care Capital Programs
Alberta Health
16th Floor, ATB Place North
10025 Jasper Avenue
Edmonton, AB T5J 1S6
Email: Health.ContinuingCareCapitalPrograms@gov.ab.ca

To the Recipients:

Legal Entity A
Address
City, Province Postal code
Contact: Name, Title
Email: Email address

Legal Entity B
Address
City, Province Postal code
Contact: Name, Title
Email: Email address

5. This Assignment, Assumption, and Amending Agreement #____, including all attachments, represents the entire agreement of the parties with respect to the subject matter hereof.
6. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Grant Agreement.
7. This Assignment, Assumption and Amending Agreement #____ may be executed in counterparts, in which case (i) the counterparts together shall constitute one agreement, and (ii) communication of execution by email in PDF shall constitute good delivery.

THIS SPACE INTENTIONALLY BLANK

SCHEDULE A

Copy of the **original** *[Continuing Care Capital Grant Program]* Grant Agreement

effective date _____, 20__.

SCHEDULE I:
BAND COUNCIL RESOLUTION OR
SETTLEMENT COUNCIL RESOLUTION

To be determined and developed to reflect the unique circumstances of the Recipient.