

**CONTINUING CARE CAPITAL PROGRAM
NEW CAPACITY STREAM - INTAKE ONE
GRANT FUNDING AGREEMENT ("Agreement")**

Between:

HIS MAJESTY IN RIGHT OF ALBERTA
as represented by the Minister of Assisted Living and Social Services

(the "Province")

- and -

[Name]

[a non-profit corporation created pursuant to the laws of Alberta;]
[a limited partnership registered under the laws of Alberta;]
[a body corporate incorporated under the laws of Alberta;]

(the "Recipient")

PREAMBLE

Subject to the terms and conditions of this Agreement, the Province has agreed to provide Funding of **\$X** to the Recipient[s] to support the development of **X** continuing care Eligible Spaces for the Project known as **[Name of Project]** in **[Place]**.

The Project will be located on part of [X] acres on the following land in [Place]:

Plan: [X]

Lot: [X]

EXCEPTING THEREOUT ALL MINES AND MINERALS

AREA: [X] HECTARES ([X] ACRES) MORE OR LESS

("Lands")

BACKGROUND

- (a) The Recipient has applied for capital grant funding for a project under the Continuing Care Capital Program – New Capacity Stream – Intake One for the sole purpose of building net-new Facility-Based Care capacity in the Province of Alberta.

- (b) The Province is authorized, pursuant to the Ministerial Grants Regulation, A.R. 215/2022 (the “Grants Regulation”), under the *Government Organization Act*, RSA 2000, c G-10, 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 building a new Continuing Care Home as further described in Schedule A to this Agreement.
- (d) Having examined the Recipient’s Application (Schedule A), the Province is prepared to provide financial assistance to the Recipient in the form of a grant, subject to the terms and conditions herein.

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

The preamble and background shall form part of the Agreement.

DEFINITIONS

1. Definitions:

- (a) “Agreement” means this document and includes the preamble, the background, and Schedules attached hereto.
 - i. **Schedule A** – Continuing Care Capital Program – New Capacity Stream – Intake One Application;
 - ii. **Schedule B** – Service Requirements;
 - iii. **Schedule C** – Construction Progress Report;
 - iv. **Schedule D** – Occupancy Permit;
 - v. **Schedule E** – Continuing Care Cost and Activity Survey;
 - vi. **Schedule F** – Audited Financial Statement of Final Capital Costs Requirements;
 - vii. **Schedule G** – Annual Report; and
 - viii. **Schedule H** – Documents Required to be Submitted in the Event of a Project Transfer.
- (b) “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 *National Building Code – Alberta Edition 2023 B3* Occupancy

Classification is equivalent to or higher than the federal building code, the *National Building Code – Alberta Edition 2023 B3 Occupancy Classification* at a minimum; 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 minimum *National Building Code – Alberta Edition 2023 B3 Occupancy Classification*, fire, electrical, and other similar codes and standards that would apply to the construction, alteration, or operation of the Project.
- (c) “Architect” means a professional responsible for overseeing the design and construction of building projects.
- (d) “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.
- (e) “Authority 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 Continuing Care Home, including and particularly, the upholding of fire and life safety standards.
- (f) “Business Day” means 8:15 am to 4:30 pm in Alberta from Monday through Friday excluding Holidays observed by the Province.
- (g) “Capital Costs” means the costs, or forgiveness of the costs, to acquire, construct, or renovate the Project, including material, labour, land, servicing, soft costs, and any costs required to bring a site building or unit into compliance with all Applicable Codes and legislation, including environmental legislation.
- (h) “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 have identified on a list of deficiencies, the correction of which, in the opinion of the Project Architect or Engineer, is adequately ensured.
- (i) “Commercial Capacity” means the portion of the Project allocated to retail and office space, which may include community services space, and which are not eligible for Funding.

- (j) “Complementary Capacity” means the portion of the Project allocated to any Ineligible Spaces and the common space and service areas accompanying their development, which are not eligible for Funding.
- (k) “Construction Progress Report” means a report signed by the Project 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.
- (l) “Continuing Care Home” or “CCH” means a facility or part of a facility where Facility-Based Care is provided to residents. CCH residents are defined by their need for care, not by their age or diagnosis, or the time they may require service. Refers to the Eligible Capacity.
- (m) “Contractor” means a contractor hired by the Recipient to carry out construction of the Project which shall, 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.
- (n) “Design Standards Confirmation of Compliance” means the attestation form signed by the Project’s Architect or Engineer confirming that the Project will be designed and constructed in accordance, at minimum, all the mandatory standards set out in the Continuing Care Design Standards 2025.
- (o) “Effective Date” means the last date of signature of this Agreement by both the Province and Recipient.
- (p) “Eligible Capacity” means the CCH, which is the portion of the Project allocated to Eligible Spaces and their accompanying common space and service area. Eligible Capacity may also include replacement of existing residential CCH spaces and their accompanying common space and service area. Eligible Capacity must meet the requirements in the Continuing Care Design Standards 2025.
- (q) “Eligible Spaces” means those net-new residential spaces for Facility-Based Care in a CCH that are part of the Project, as described in Schedule A.
- (r) “Engineer” means a professional responsible for all technical and engineering aspects of their assigned projects. They plan, schedule, predict, and manage all the technical tasks of their projects to ensure accuracy, proper resources, and quality from start to finish.
- (s) “Established Accommodation Charge or Rate” means the maximum monthly accommodation charge a CCH operator can charge a resident for accommodation supports (i.e., food, housekeeping, laundry, utilities). The Established Accommodation Charge is established by the Province as defined by the

Continuing Care (Ministerial) Regulation, A.R. 44/2024, and includes the requirement to provide services in accordance with Schedule B.

- (t) “Facility-Based Care” means the group of publicly-funded goods and services that is provided on an ongoing basis to residents of a CCH in accordance with an assessment of their unmet needs as described in a Facility-Based Care agreement between the Recipient and Assisted Living Alberta, or another organization approved by the Province, and that is made up of the following:
- i. Prescribed, in section 2 of the Continuing Care (Ministerial) Regulation, accommodation goods and services;
 - ii. Prescribed, in section 3 of the Continuing Care (Ministerial) Regulation, health goods and services; and
 - iii. Prescribed, in section 4 of the Continuing Care (Ministerial) Regulation, other goods and services.

Facility-Based Care provided in CCHs must meet the requirements of the *Continuing Care Act* and associated regulations, the Accommodation Standards – Continuing Care Home, the Continuing Care Health Service Standards, the Staffing Guideline, and any other regulated requirements. Residents must not be charged more than the Established Accommodation Charge.

- (u) “Funding” means grant funds provided by the Province to the Recipient under this Agreement and includes any earned income, including interest, on the grant funds 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.
- (v) “Ineligible Expenditures” means those expenditures not eligible for Funding and include, financing costs, fines or penalties, losses on other projects of investments, Complementary Capacity, Commercial Capacity, ongoing and/or deferred maintenance, underground parkades unless required by the Authority Having Jurisdiction, and appreciation of land value.
- (w) “Ineligible Capacity” means the Complementary Capacity (Ineligible Spaces) and the Commercial Capacity portion of the Project, which is not eligible for capital funding.
- (x) “Ineligible Spaces” means those residential spaces, developed in addition to the Eligible Spaces, as part of the proposed project. Ineligible Spaces, and the common space and service area accompanying their development, make up the Complementary Capacity of the Project, for which no Funding is provided.
- (y) “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.

- (z) "Occupancy Permit" means the written permission granted by the Authority Having Jurisdiction allowing the Project to be occupied after construction, alteration, or a change in the nature of the occupancy of the building.
- (aa) "Operator" means the organization that holds the agreement to provide health and accommodation services.
- (bb) "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.
- (cc) "Prime Consultant" means an individual hired to oversee the process of designing and/or constructing a project, who is usually an Architect or Engineer.
- (dd) "Project" means the approved Project as described in Schedule A, which comprises the Eligible Capacity and may include Complementary Capacity, and/or Commercial Capacity.
- (ee) "Service Requirements" means the services required to be provided to residents as described in Schedule B.
- (ff) "Services Agreement" means the form of a Master Services Agreement (MSA) to be entered into between Assisted Living Alberta, or another organization approved by the Province, and the Recipient for the provision of health care services. The MSA is the overarching terms and conditions to which Assisted Living Alberta enters into with all community and continuing care service providers. For example, an Operating Services Agreement (OSA) is a form of MSA that Assisted Living Alberta can use with faith-based providers.

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 (the "Term"). The Occupancy Permit, once issued, shall be attached to and form part of this Agreement as Schedule D.

MAXIMUM AMOUNT OF GRANT AND PAYMENT SCHEDULE

3. The Recipient acknowledges that the maximum Funding that shall be released under this Agreement, subject to clause 4, shall not exceed **[written dollar value] CANADIAN dollars (\$[X] CAD)** and that there will be no additional Funding from the Province in the case of cost overruns.
4. Provided that the Recipient is not in default of the terms of this Agreement, and that this Agreement has not been terminated, the Province shall provide the Funding to the Recipient as follows:
- 4.1 Twenty (20) percent of the Funding shall be advanced following the Effective Date and upon the Recipient providing:

- i. a copy of the certificate of title or a long-term lease [minimum thirty-three (33) years] in the name of the Recipient;
 - ii. a copy of the approved development permit that has been released by the Authority Having Jurisdiction;
 - iii. A copy of the Design Standards Confirmation of Compliance signed by the Project's Architect of Engineer acknowledging all mandatory design features in the Continuing Care Design Standards 2025 will be incorporated in the Project.
 - iv. a copy of the certified cost estimate "B", advanced drawings, and site plan aligning with the program criteria.
- 4.2 Thirty (30) percent of the Funding shall be advanced prior to construction commencing and upon the Recipient providing:
 - i. a copy of the full building permit;
 - ii. a copy of insurances as described in clause 32 and in accordance to clause 34;
 - iii. a copy of a Performance Bond from the Contractor as described in clause 32;
 - iv. a copy of a Labour and Material Bond from the Contractor as described in clause 32;
 - v. a copy of current worker's compensation insurance as described in clause 33.
- 4.3 Forty (40) percent of the Funding shall be advanced upon the Recipient providing:
 - i. a signed or certified Construction Progress Report showing that the approved Project is at least fifty (50) percent complete.
- 4.4 The remaining ten (10) percent of the Funding shall be advanced upon the Recipient providing:
 - i. a signed Services Agreement between the Recipient and Assisted Living Alberta or another organization approved by the Province;
 - ii. a copy of the Certificate of Substantial Performance from the Project's Architect or Engineer;
 - iii. a statutory declaration to confirm payment of all subcontractors;
 - iv. a copy of the Occupancy Permit from the Authority Having Jurisdiction;
 - v. a completed Continuing Care Cost and Activity Survey document, as set out in Schedule E; and
 - vi. an Audited Financial Statement of Final Capital Costs, obtained at the Recipient's expense, in the form outlined in Schedule F, and attested to by an individual authorized by the Recipient.

5. Upon receipt of the Funding from the Province, the Recipient will deposit the Funding 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 payments 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 Funding is readily ascertainable.

USE OF FUNDING

6. The Recipient shall only use the Funding for the Project, as set out in Schedule A, to construct the Eligible Capacity, which includes a total number of [X] Eligible Spaces unless amended pursuant to clause 7. The Recipient shall only use Funding to pay for Eligible Capacity. The Recipient shall not use the Funding to pay expenses related to Ineligible Expenditures.
7. The Recipient must provide immediate notice to the Province of any proposed or actual adjustments in the planned number of total Eligible Spaces as described in clause 6. Provided that the Province agrees to allow the requested changes, prior to any changes to the planned number of Eligible Spaces taking effect, the parties hereto shall execute a written amendment to this Agreement, which may include adjustment to the amount of available Funding, to be determined by the Province.
8. The Recipient acknowledges that it shall be liable for the full amount of the Funding and shall be bound to the terms of this Agreement, notwithstanding the Recipient's payment of Funding to a third party and the subsequent use of any Funding by that third party.

FINANCIAL RECORDS & AUDIT

9. 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 Funding to determine whether the Funding was or is being used properly.
10. 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.
11. 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

12. The Province designates the Director, Continuing Care Capital Programs, as the Province's representative for the administration of this Agreement except for clauses 17, 20.1, 26, 27, 28, 38, 39, and 40.

13. Notices:

13.1 All notices shall be deemed given or submitted to the other party if in writing and either sent by email, personally delivered to the office of the addressee, or sent by registered mail, postage prepaid, to the office of the addressee provided below:

To the Province: Continuing Care Capital Programs
Assisted Living and Social Services

Address: 44 Capital Boulevard
10044 – 108 Street NW
Edmonton, Alberta T5J 3S7

Email: cccp@gov.ab.ca

To the Recipient: [Name]
[Title]
[Recipient as per the Style of Cause]

Address: [Street]
[City/Town], Alberta [Postal Code]

Email: [Email]

13.2 The parties respectively designate for the time being, the individuals identified in clause 13.1 as having the authority to give notice, and notice given by these individuals is binding on the party giving the notice.

13.3 Either party may change its information in clause 13.1 by giving notice to the other in the manner described in clause 13.1.

13.4 Notices that are:

- i. personally delivered shall be deemed received when actually delivered, if delivery 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, then on the next following Business Day;
- ii. 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 personally served or sent by email if the recipient has provided an email address in accordance with clause 13.1; and

- iii. sent by email shall be deemed to have been received when actually delivered on a Business Day, or if not delivered on a Business Day, on the next following Business Day and, in the case of notice by email, when actually delivered as indicated by the email delivery receipt or other reasonable forms of confirmation of delivery.

PROJECT

- 14. The Recipient has applied for Funding so that the Recipient can complete and operate the Project, located on the Lands.
 - 14.1 The Recipient shall provide to the Province any changes to the legal description of the Project as described in the Preamble as a result of legal subdivision to the Lands, and those changes will be acknowledged through an amendment to this Agreement.
- 15. The Recipient will ensure that the residents in the CCH will be charged no more than the Established Accommodation Charge for Facility-Based Care services, and will include all Service Requirements, as outlined in Schedule B.
- 16. The CCH shall be used for Facility-Based Care for a period of at least thirty (30) years continuously from the date of issuance of the Occupancy Permit as outlined in Schedule D.
- 17. The Recipient acknowledges that:
 - 17.1 It is obligated under this Agreement to maintain ownership and control of the Project during the Term.
 - 17.2 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 clause 31, 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.
 - 17.3 The Province's approval to an assignment, or other change of ownership and/or control, is 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 of the Services Agreement. The Province may, in its discretion, impose additional terms or conditions on either the Recipient or the Project assignee in the assignment agreement.
 - 17.4 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 Funding within 10 (ten) days or as otherwise specified by the Province.

18. 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:
- Those elements described as mandatory in the Continuing Care Design Standards 2025;
 - The *National Building Code – Alberta Edition 2023*;
 - Any Facility-Based Care in a CCH must be provided in accordance with the *Continuing Care Act* and its related regulations, the Accommodation Standards – Continuing Care Home, the Continuing Care Health Service Standards, and the Staffing Guideline approved by the Province; and
 - Any other standards, conditions, and requirements of either the Province and/or Assisted Living Alberta, or another organization approved by the Province, for the provisions of Facility-Based Care and/or in a CCH, as applicable.
- 18.1 The Recipient shall consult with Regional Health Corridor staff of Assisted Living Alberta (or corridor staff of another organization approved by the Province) for Infection Prevention and Control and Environmental Public Health throughout the design and development process, to obtain direction and advice on specific items of concerns to Assisted Living Alberta, or another organization approved by the Province. Examples include the location of hand hygiene sinks, grab bars, and storage spaces.
- 18.2 The Recipient shall provide more detailed plans of the proposed CCH to the Design Review Committee (comprising of representatives from Assisted Living and Social Services, Alberta Infrastructure and Assisted Living Alberta, or another organization approved by the Province), for approval and will obtain that approval before commencing construction on the Project. The proposed plans must be submitted in a readable format that shows the site plan, building elevations, floor plans for each floor, and detailed drawings of a typical resident room(s) for Eligible Spaces.
- 18.3 The Recipient acknowledges that it is required to maintain the Services Agreement throughout the Term and further that any default which occurs under the terms of the Services 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.

RECIPIENT'S OBLIGATIONS FOR CONSTRUCTION

19. The Recipient shall acquire all the permits, licenses, and approvals by authorities required under the Applicable Codes to construct, alter, or operate the Project, as well as easements and the right to occupy any lands which may be required to implement 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. In particular, the Recipient shall ensure that the Project is designed, constructed, and/or altered in a

manner that conforms to the requirements applicable to a building classified as a Group B, Division 3 major occupancy.

20. The Recipient must use commercially reasonable efforts and diligence to start construction of the Project within one (1) year of the Effective Date of this Agreement, unless extended in writing by the Province, or the Province may demand that the Funding be repaid and may terminate the Agreement.
 - 20.1 The Project must be completed no later than three (3) years and six (6) months from the Effective Date of the Agreement, unless extended in writing by the Province. The Province may demand that the Funding 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.
21. 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.
22. The Recipient shall retain the services of qualified designers and contractors to ensure the design and construction will conform to the Applicable Codes, the requirements in the Continuing Care Design Standards 2025, and current construction practices.
23. 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, Applicable Codes, and any other applicable legislation relating to the CCH.
24. 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 Funding to an entity that is subject to NWPTA and/or the CFTA, any subsequent procurement of goods and services with Funding must be in accordance with the requirements of NWPTA and/or the CFTA as applicable.
25. The Recipient shall ensure that the *Prompt Payment and Construction Lien Act* (Alberta) is complied with during the construction of the Project and the Recipient shall be responsible for ensuring that, upon completion of the Project, no builders' liens are registered on title to the Lands.

REPAYMENT

26. The Recipient shall comply with the terms and conditions of the Agreement, including but not limited to the following:
 - 26.1 If:
 - (a) the Recipient does not comply with any terms or conditions of the Agreement, or

- (b) any of the information provided by the Recipient to obtain the Funding 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 Funding, in accordance with the Grants Regulation. The repayment amount 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 Funding until the Recipient has met the conditions of the Agreement.

- 26.2 If the Recipient does not use the entire Funding for the Project, then the Recipient may be required to repay to the Province all or part of the unused portion of the Funding. 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.
- 26.3 The Province may set off the amount the Province requires to be repaid against future instalments of the Funding, or against any other agreement between the Recipient and the Province. The Province may also make deductions from the Funding in accordance with the Grants Regulation.
- 26.4 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 the Grants Regulation shall be deemed to be *prima facie* proof of the debt due by the Recipient of the Funding to the Province.

TERMINATION AND REPAYMENT

27. This Agreement may be terminated by the Province:
- 27.1 At any time without cause or reason with thirty (30) calendar days written notice to the Recipient, at any time prior to the date that the Province advances Funding in accordance with clause 4.1; or
- 27.2 Upon breach of any term or condition of this Agreement, as determined solely by the Province. The Province shall provide written notice to the Recipient of its determination that a breach has occurred.
- 27.3 Notwithstanding any other provision in this Agreement, from the date that the Recipient receives a notice of termination from the Province, to the date that this Agreement terminates, the Recipient shall only make expenditures that it committed to make prior to the date that the Recipient received such notice, and shall make no other expenditures unless it receives the prior written consent of the Province.
28. The Province may demand that the Recipient repay all or a portion of the Funding, in accordance with the Grants Regulation, in the circumstances set out in that Regulation. In addition, if the CCH is not used for the provision of Facility-Based Care for a period of at least thirty (30) years continuously from the date of issuance of the Occupancy Permit, the Recipient shall repay all or a portion of the Funding to the Province, in an amount calculated by applying the following formula:

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

- (a) where the Recipient fails to expend any portion of the Funding, a sum represented by the entire grant plus accrued interest;
- (b) where the Recipient expends less than the total of the Funding, 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 Funding on the Project, but where the usage to which the Project is put changes from that of advancing Facility-Based Care, a sum calculated by applying the following formula:

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

Where:

UP = Unused Portion of the Funding to be repaid to the Province, in Canadian dollars

F = Funding amount paid by the Province to the Recipient, in Canadian dollars

YD = numerical Year of Default

“Year of Default” means, for the purpose of applying the formula to determine the Unused Portion of the Funding, the number between 1 and 30 representing the year in which the default occurs following the date of issuance of the Occupancy Permit.

WAIVER OF BREACH

29. 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

30. The Recipient must:

30.1 during the construction of the Project:

- (a) provide quarterly status reports on the progress of the Project as described in Schedule C, as it is updated or revised from time to time; and

- (b) provide ad hoc reports with respect to the Project as may be reasonably requested by the Province, within the timeframes requested; and
- 30.2 on an annual basis after issuance of the Occupancy Permit, for the remainder of the Term, provide a 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 Funding was made that demonstrates, to the satisfaction of the Province, that the Recipient continues to utilize the Project for the purpose of providing Facility-Based Care.

NOTIFICATION REQUIREMENTS

- 31. The Recipient shall provide the Province:
 - 31.1 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 or, subsequently, the CCH by assignment, corporate sale or acquisition, amalgamation, or otherwise. Such notice will include the information set out in Schedule H;
 - 31.2 with immediate notice if the Recipient becomes aware of circumstances which could reasonably lead to a loss of ownership or control of the Project or, subsequently, the CCH during the Term, for reasons other than a sale, assignment, or transfer; and
 - 31.3 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

- 32. The Recipient shall, at its own expense and without limiting its liabilities herein, obtain and maintain and require its contractors to obtain and maintain, the following minimum insurance coverage and conditions in accordance with the *Insurance Act*, RSA 2000, c I-3:
 - 32.1 liability insurance, in an amount sufficient to protect the Recipient and its Contractors in the event of third-party claims for bodily injury, personal injury, or property damage (including loss of use thereof) arising in connection with the Project;
 - 32.2 property insurance on an "all risk" basis covering the Project for the full replacement cost of the building(s); and
 - 32.3 Labour and Materials Bond and Performance Bond each in a minimum amount of 50% of the building(s) replacement cost, to be maintained for the duration of construction associated with the Project.

33. The Recipient shall also maintain, and shall require its Contractors to maintain, workers' compensation coverage in accordance with the requirements of the *Workers' Compensation Act*, RSA 2000, c W-15 as amended from time to time.
34. Evidence of all required insurance, in the form of a detailed certificate of insurance acceptable to the Province, must be promptly provided to the Province prior to commencing construction of the Project and at any other time requested by the Province.

LIABILITY AND INDEMNITY

35. 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 of the Project and operation of the CCH, 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 clause shall survive this Agreement.

COMMUNICATION PROTOCOL

36. The Recipient agrees that the Government of Alberta shall be recognized on all signage, printed, or other material for the Funding received from the Province, in a form prescribed by the Province.
37. 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.
 - 37.1 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

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

AMENDMENTS IN WRITING

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

CONFIDENTIALITY

40. 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.

ACCESS TO INFORMATION ACT

41. Notwithstanding clause 40 above, the Recipient acknowledges and agrees that the Province is a public body and must comply with the *Access to Information Act*, SA 2024, c A-1.4 ("ATIA "). 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 ATIA Act. The parties specifically acknowledge that the terms of this Agreement, including the name of the Recipient, the consideration, Funding amount, Term, and details of the Agreement may be subject to disclosure under ATIA. In addition, nothing in this Agreement is intended to restrict the sharing of information between the Province and Assisted Living Alberta, or another organization approved by the Province. This clause shall survive this Agreement.

GENERAL TERMS

42. Notwithstanding any other provisions of this Agreement, those clauses which by their nature continue after the expiry or termination of this Agreement shall survive, including without limitation the following:

(a)	Clauses 9, 10 and 11	Financial Records & Audit;
(b)	Clauses 26 and 28	Repayment;
(c)	Clause 30	Recipient's Reporting Requirements (on any activity during the Term that the Recipient has not yet reported upon at the expiry or termination of the Agreement);
(d)	Clause 35	Liability and Indemnity;
(e)	Clauses 36 and 37	Communication Protocol;
(f)	Clause 40	Confidentiality;
(g)	Clause 41	Access to Information Act; and
(h)	Clauses 48, 49, 53	General Provisions.

43. 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 exist between the parties.
44. This Agreement shall be for the benefit of, and binds, any permitted successors or permitted assigns of the parties.
45. Each party warrants that it has the authority to enter into this Agreement and that the Agreement does not contravene any law, regulation, or agreement binding or affecting either party.
46. Time shall be of the essence in all respects of this Agreement.
47. This Agreement is not intended to and does not create an agency, partnership, joint venture, or employment relationship between the Recipient and the Province.
48. The rights and remedies of the Province under this Agreement are cumulative and the exercise of any one right shall not preclude the exercise of another.
49. This Agreement shall be governed by and interpreted in accordance with the laws in force in Alberta, and the parties irrevocably attorn to the exclusive jurisdiction of courts in Alberta.
50. The headings in this Agreement are inserted for convenience of reference only and shall not affect the meaning, interpretation, or construction of this Agreement.
51. In this Agreement, words in the singular include the plural and words in the plural include the singular.
52. In the event of a conflict or inconsistency between the terms of any Schedule to this Agreement and the main body of this Agreement, the main body shall govern.
53. The terms and conditions of this Agreement are intended to be in addition to, and not to modify or be in substitution of, any rights, which the Province may have under the Grants Regulation as the same may be amended or replaced from time to time, with respect to the Funding.
54. This Agreement may be executed in counterparts, in which case (i) the counterparts together shall constitute one agreement, and (ii) communication of execution by email transmission in PDF shall constitute good delivery.

**THIS SPACE INTENTIONALLY
LEFT BLANK**

55. Any reference in this Agreement to a statute, regulation, standard, or guideline means that statute, regulation, standard, or guideline as it may be amended, substituted, or replaced from time to time.

The parties' authorized representatives hereby execute this Agreement.

[STYLE OF CAUSE RECIPIENT and add all if there are more]

[Name]
[Title]

Date

HIS MAJESTY IN RIGHT OF ALBERTA

as represented by the Minister of Assisted Living and Social Services

David Williams
Assistant Deputy Minister

Date

SCHEDULE A:
CONTINUING CARE CAPITAL PROGRAM
NEW CAPACITY STREAM – INTAKE ONE

APPLICATION

[NAME OF PROJECT]

To Develop [X] Facility-Based Care Spaces

Dated [Month] [D], [YYYY]

SCHEDULE B:

SERVICE REQUIREMENTS

Facility-Based Care:

Recipients must provide the following goods and services for CCH residents in compliance with the *Continuing Care Act* and its regulations, the Accommodation Standards – Continuing Care Home, the Continuing Care Health Service Standards (CCHSS), and the Staffing Guideline, as updated or revised from time to time.

A CCH operator must provide each resident of the CCH with the Facility-Based Care (section 1(h) of the CC Act) that they are assessed as needing under a Facility-Based Care assessment. (CC Regulation s.20).

Facility-Based Care includes accommodation goods and services, health goods and services other goods and services as described below.

Accommodation Goods and Services (CC Ministerial Regulation, s. 2),	Details
(a) accommodation;	Accommodation Standards outline additional details regarding these topics. Requirements differ based on whether site is type A CCH, type B CCH or Supportive Living Accommodation.
(b) meals, nourishment and services related to the preparation and serving of meals and nourishment;	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.
(c) housekeeping services;	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.
(d) bedding, towels, and other linens;	
(e) laundry services for bedding, towels and other linens provided under clause (d);	means the regular laundering of linens and towels, either owned by the CCH, 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.
(f) general administrative, clerical, management and business support services relating to the operation of the CCH;	
(g) facility and site maintenance services;	
(h) utilities.	

Health goods and services (CC Ministerial Regulation s.3)	Details
(a) therapeutic and special diets;	
(b) case management services;	"case management services" means assessment, planning, facilitation, care coordination, evaluation and advocacy services relating to the provision of Facility-Based- Care or Home and Community Care; (CC Min Reg s.1 (e))
(c) physician services;	"physician services" means any health service as defined in the Health Professions Act that is provided by a physician; (CC Min Reg s. 1 (t))
(d) professional health services;	"professional health services" means any health service as defined in the Health Professions Act that is provided by or under the supervision of a regulated health professional, but does not include personal care services or personal choice services; (CC Min Reg s.1 (w))
(e) life enrichment services;	"life enrichment services" means services that support the mental, physical, emotional, social, intellectual or spiritual needs and goals of an eligible resident or eligible individual; CC (Min Reg s.1 (l)) Definition repeated in the CCHSS
(f) palliative care;	"palliative care" means care provided to improve the quality of life and to prevent and relieve the suffering of a resident of a CCH or an individual to whom Home and Community Care is provided who has an illness that can be reasonably expected to cause the death of the resident or individual within the foreseeable future; (CC Min Reg s.1 (n)) Definition repeated in the CCHSS
(g) end-of-life care.	"end-of-life care" means care provided during the period of time- when a resident of a CCH or an individual to whom Home and Community Care is provided is approaching death;(CC Min Reg s. 1 (g)) Definition repeated in the CCHSS

Other goods and services (CC Ministerial Regulation s.4)	Details
(a) medication;	<p>"medication" means any substance or combination of substances intended for internal or external use in</p> <ul style="list-style-type: none"> (i) diagnosing, treating, mitigating or preventing a disease, disorder or abnormal physical state or its symptoms, or (ii) restoring, correcting or modifying organic functions within the meaning of the <i>Food and Drugs Act</i> (Canada) <p>and, for greater certainty, includes a drug as defined in the Pharmacy and Drug Act; (CC Min Reg, s.1 (m))</p> <p>CCHSS further defines:</p> <ul style="list-style-type: none"> - Medication Assistance - Medication Management - Medication Reminder - Medication Review
(b) supplemental nutritional products;	

(c) supplies used to provide medical or surgical treatments;	CCHSS defines it as: Supplies used for medical or surgical treatments.
(d) assistive equipment;	<p>"assistive equipment" does not include a health aid or extended health benefit provided under the Alberta Aids to Daily Living and Extended Health Benefits Regulation (AR 236/85) or a similar program for the provision of assistive equipment; (CC Min Reg, s.1 (b))</p> <p>CCHSS defines it as:</p> <p>Equipment that allows a resident to maintain mobility and social connectedness, and complete activities of daily living and instrumental activities of daily living. Examples of Assistive Equipment include but are not limited to the following: a) walkers; b) wheelchairs; c) canes; d) scooters; e) motorized wheelchairs; f) grab bars; g) bath chairs; or h) mechanical lifts</p>
(e) personal care services;	"personal care services" means services relating to the activities of daily living, but does not include professional health services; (CC Min Reg, s.1 (o))
(f) pharmacist and pharmacy technician services.	<p>"pharmacist" means a clinical pharmacist, provisional pharmacist, courtesy pharmacist or student pharmacist within the meaning of the Health Professions Act; (CC Min Reg, s.1 (q))</p> <p>"pharmacist and pharmacy technician services" means any professional service, as defined in the <i>Health Professions Act</i>, that</p> <ul style="list-style-type: none"> (i) comes within the practice of the profession of pharmacists and pharmacy technicians, and (ii) is provided by or under the supervision of a pharmacist or pharmacy technician; (CC Min Reg, s.1 (r)) <p>"pharmacy technician" means a pharmacy technician, provisional pharmacy technician or courtesy pharmacy technician within the meaning of the Health Professions Act; CC Min Reg, s.1 (s))</p>

In addition to the requirements in the legislative framework, as noted above, operators must also follow additional requirements within their Agreements.

Other Service Agreements:

Service	Details
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

(Electronic version to be provided for submission purposes)

Continuing Care Capital Program Project Progress Schedule - [Quarter #, Year]										
Project Name						Fiscal Year - Grant Approval				
Project Location						Approved Grant Amount				
Health Region - Zone/Corridor						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., B3, Woodframe, Concrete)				
Contact Person						Contact Phone Number				
Contact Address						Email				
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)		
Land Acquisition					0			0		
Development Permit					0			0		
Executed Grant Funding Agreement [Land Title, Development Permit, Proof confirming the building will be constructed to B3 of the Alberta Building Code, etc.]					0			0		
Preliminary Site Work					0			0		
Building Permit, Construction Insurance, Performance Bond and Labour and Materials Bond					0			0		
Foundation					0			0		
Framing Structural					0			0		
Building Shut In					0			0		
Drywall					0			0		
Signed certified Construction Progress Report showing that the Project is at least fifty (50) percent complete					0			0		
ALA Services Agreement					0			0		
Certificate of Substantial Completion					0			0		
Statutory declaration to confirm payment of all subcontractors					0			0		
Occupancy Permit					0			0		
Commissioning					0			0		
First Resident Admission					0			0		
Completed Continuing Care Cost and Activity Survey, as set out in Schedule E of the Grant Funding Agreement					0			0		
Audited Financial Statement of the Project's Capital Cost					0			0		
Total Duration					0			0		

**SCHEDULE D:
OCCUPANCY PERMIT**

SAMPLE

SCHEDULE E:
CONTINUING CARE COST AND ACTIVITY SURVEY
(Electronic version to be provided for submission purposes)

CONTINUING CARE - COST AND ACTIVITY SURVEY					Date: <input style="width: 100px;" type="text"/>
SECTION 1: FUNDING INFORMATION					
Funding Fiscal Year Approved:	<input style="width: 100%;" type="text"/>	Total Government of Alberta Funding:	\$	<input style="width: 100%;" type="text"/>	
Total Units:	<input style="width: 100%;" type="text"/>	Other Funding:	\$	<input style="width: 100%;" type="text"/>	
Total Eligible Units:	<input style="width: 100%;" type="text"/>	Total Project Costs:	\$	<input style="width: 100%;" type="text"/>	
		Total Eligible Project Costs:	\$	<input style="width: 100%;" type="text"/>	
SECTION 2: SITE INFORMATION					
Site					
Site Common Name	<input style="width: 100%;" type="text"/>				
Site Address	<input style="width: 100%;" type="text"/>				
City, Town, Municipality, Reserve, Settlement	<input style="width: 100%;" type="text"/>				
Postal Code	<input style="width: 100%;" type="text"/>				
Owner					
Owner Name	<input style="width: 100%;" type="text"/>				
Corporate Address	<input style="width: 100%;" type="text"/>				
City, Town, Municipality, Reserve, Settlement	<input style="width: 100%;" type="text"/>				
Postal Code	<input style="width: 100%;" type="text"/>				
Survey Contact Person					
Name	<input style="width: 100%;" type="text"/>				
Title/Position	<input style="width: 100%;" type="text"/>				
Email	<input style="width: 100%;" type="text"/>				
Telephone	<input style="width: 100%;" type="text"/>				
SECTION 3: CONTINUING CARE HOME UNITS (THIS SITE)					
Fiscal Year Reported	<input style="width: 100%;" type="text"/>				
Type of Continuing Care Units	# of Units	# of days in year units were vacant	Minimum Monthly Accommodation Charge	Maximum Monthly Accommodation Charge	
1. Eligible Units					
Studio / Bachelor (Type A or Type B)					
1 Bedroom (Type A or Type B)					
Hospice (Type C)					
Other					
Total					
Type of Continuing Care Units	# of Units	# of days in year units were vacant	Minimum Monthly Rent	Maximum Monthly Rent	
2. Ineligible Units					
Lodge					
Independent Living					
Treatment Spaces					
Other					
Total					
(A) Total Number of Units	0	0	0	0	

"Independent Living Space"

means self-contained spaces that enable seniors to live in a place that meets their needs while maintaining their independence (e.g., apartment). These are Ineligible Spaces for the purpose of the Funding.

"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. These are Ineligible Spaces for the purpose of the Funding.

CONTINUING CARE - COST AND ACTIVITY SURVEY

Date:

SECTION 4: SITE CONDITIONS

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)

Year of Construction	<input style="width: 80px;" type="text"/>
Year of Latest Building Code Compliance and Occupancy Classification	<input style="width: 80px;" type="text"/>

Building Metrics

Number of Acres Per Site	<input style="width: 80px;" type="text"/>
Number of Stories	<input style="width: 80px;" type="text"/>
Gross Square Footage Excluding Parkade	<input style="width: 80px;" type="text"/>
Gross Square Footage Ground Level Only	<input style="width: 80px;" type="text"/>
Square Footage of Eligible Resident Unit(s)	<input style="width: 80px;" type="text"/>

Parking

# Spaces Surface With Electrical Service	<input style="width: 80px;" type="text"/>
# Spaces Surface with no Electrical Service	<input style="width: 80px;" type="text"/>
# Spaces Under Building	<input style="width: 80px;" type="text"/>
# Spaces Unattached Parkade	<input style="width: 80px;" type="text"/>
TOTAL Spaces	0

Elevators

Number	<input style="width: 80px;" type="text"/>
--------	---

Other

# Units Per Floor	<input style="width: 80px;" type="text"/>
# Households per Floor	<input style="width: 80px;" type="text"/>

Bathrooms & Bathing

TOTAL # of Units <small>Must agree with (A) Total # of Units - Section 3</small>	TOTAL
	<input style="width: 80px;" type="text"/>
# Assisted Bathing Room	<input style="width: 80px;" type="text"/>
# Therapeutic Tubs	<input style="width: 80px;" type="text"/>

Kitchen Amenities Contained in Units

# Units With Kitchenettes	<input style="width: 80px;" type="text"/>
# Units With Kitchenettes Roughed-In	<input style="width: 80px;" type="text"/>
# Units Without Kitchenettes:	<input style="width: 80px;" type="text"/>
TOTAL # of Units <small>Must agree with (A) Total # Units - Section 3</small>	0

TOTAL

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 Facility-Based Care Project, not just the portion pertaining to the Funding.

The Audited Financial Statement of Final Capital Costs shall generally follow the budget outlined in Schedule A.

Example

Item	Budget	Eligible Costs (1)	Ineligible Costs (2)	Total Costs	Variance	Variance Explanation (3)
Land						
Acquisition		\$	\$	\$	\$	
Appraisal/Legal Fees	\$	\$	\$	\$	\$	
Demolition	\$	\$	\$	\$	\$	
Environmental	\$	\$	\$	\$	\$	
Local Improvements during construction	\$	\$	\$	\$	\$	
Property Tax during construction	\$	\$	\$	\$	\$	
Survey/Title/Recording Fees	\$	\$	\$	\$	\$	
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	\$	\$	\$	\$	\$	
Site Improvements						
On-Site Servicing	\$	\$	\$	\$	\$	
Landscaping	\$	\$	\$	\$	\$	
Other (Specify) (4)	\$	\$	\$	\$	\$	
Other (Specify) (4)	\$	\$	\$	\$	\$	
Total Site Improvements Costs	\$	\$	\$	\$	\$	

Item	Budget	Eligible Costs (1)	Ineligible Costs (2)	Total Costs	Variance	Variance Explanation (3)
Administration						
Architects Fees	\$	\$	\$	\$	\$	
Audit/Legal Fees	\$	\$	\$	\$	\$	
Recipient/Inspection Fees	\$	\$	\$	\$	\$	
Contingency	\$	\$	\$	\$	\$	
Interest Incurred During Construction	\$	\$	\$	\$	\$	
Marketing and Rent Up	\$	\$	\$	\$	\$	
Market Rental Appraisal	\$	\$	\$	\$	\$	
Municipal Fees	\$	\$	\$	\$	\$	
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 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 Schedule A 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		\$			\$
CONTINUING CARE CAPITAL PROGRAM NEW CAPACITY STREAM – INTAKE ONE Funding (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.**

Recipient Attestation

Note: Recipients that provide false or misleading financial reporting may be required to repay Funding and/or may not be considered for future grants from the Province.

I, _____ (name in full), of the City/Town of _____, in the Province of Alberta, am the
 _____ (insert position) of the _____ (insert organization name).

I hereby certify that:

- I am authorized to sign this financial report on behalf of the Recipient;
- The Recipient has used the Funding in accordance with the Agreement described above; and
- This financial report is correct and was prepared in accordance with the Agreement.

 Name Position/ Phone # Date Signature

SCHEDULE G: ANNUAL REPORT

CONTINUING CARE CAPITAL PROGRAM

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

Reporting Dates <i>(i.e., data provided between MM-YYYY and MM-YYYY)</i>	
Project Name	
Organization Name	
Address	
Reserve / Municipality	
Postal Code	
Phone	
Contact Person's Name	
Title	
Phone	
E-mail	
Healthcare Provider for CCH (Continuing Care Home)	

Eligible Spaces in Project spaces used for the intended purpose of the original Funding)				
Type of Facility-Based Care Spaces	# of Spaces	# of days in year spaces were vacant**	Minimum Monthly Accommodation Charge	Maximum Monthly Accommodation Charge
Studio / Bachelor (Type A or B)				
1 Bedroom (Type A or B)				
Hospice (Type C)				
Other				
Total				

****Count # of days in the year (year = Reporting Dates) that each room was unoccupied and add total for each room type. For example, if there are 3 spaces that are studio/bachelor spaces: Space 1 was vacant for 60 days out of the year, Space 2 was vacant 30 days out of the year, and Space 3 was vacant 3 days out of the year, then the total would be 93 days (60+30+3) in the year that studio/bachelor Eligible Spaces were vacant.**

Ineligible Spaces in Project				
Type of Spaces	# of Spaces	# of days in year spaces were vacant**	Minimum Monthly Rent	Maximum Monthly Rent
Lodge				
Independent Living				
Treatment Spaces				
Other				
Total				

**Count # of days in the year (Reporting Dates) that each room was unoccupied and add total for each room type.

Annual Hospitality Services Revenues and Expenses

Note: Do not include expenses funded by ALA in the below tables.

ESTIMATED ANNUAL HOSPITALITY SERVICES REVENUES	
Accommodation Charges/Rent Revenue:	\$
Ancillary (Additional) Revenue:	\$
If applicable, please list the type and average cost to resident for each ancillary charge (e.g., personal laundry, special meals, hairdresser, etc.):	
Donations:	\$
In-Kind Supports or Services (estimated value annually) (e.g., community or family member providing labour / services or expertise to reduce operating costs):	\$
Fundraising:	\$
Grants (name of grant and funding source):	\$
Band Contribution:	\$
Other:	\$
If applicable, please specify what "Other" revenue sources are:	
Total Hospitality Revenue:	\$

ESTIMATED ANNUAL HOSPITALITY SERVICES EXPENSES				
Hospitality Services Staffing Expenses				
Staff Type	# of Full-Time Staff	# of Part-Time Staff	Hourly rate range (Min to Max)	Annual expense of all staff salaries combined for associated staff type
Food Service Delivery Staffing Costs:			\$	\$
Housekeeping Staffing Costs:			\$	\$
Laundry Staffing Costs:			\$	\$
Maintenance Staffing Costs:			\$	\$
Administration Staffing Costs:			\$	\$
Driver (if applicable):			\$	\$
Security Staffing Costs (if applicable):			\$	\$
Other Staff Type:			\$	\$
Other Staff Type:			\$	\$
Staff Benefits:				\$
Other Staffing Expenses Not Already Disclosed Elsewhere:				\$
Total Hospitality Services Staffing Expenses				\$
Accommodation Expenses				
Food Costs:				\$
Laundry Supplies:				\$
Housekeeping Supplies:				\$
Ambulance / Taxi:				\$
Resident Transportation Vehicle (e.g., maintenance, fuel, insurance)				
Recreation Supplies:				\$
Non-Capitalized Equipment Purchase:				\$
Other Accommodation Expenses Not Already Disclosed Elsewhere:				\$
Total Accommodation Expenses:				\$

Maintenance Expenses	
Buildings:	\$
Grounds:	\$
Appliance / Equipment / Furniture:	\$
Other Maintenance Expenses Not Already Disclosed Elsewhere:	\$
Total Maintenance Expenses:	\$
Capital Replacement Expenses	
Mechanical, Electrical, and Plumbing Systems:	\$
Interior Replacements (e.g., flooring replacement):	\$
Exterior Replacements (e.g., roof replacement, etc.)	\$
Other Capital Replacement Expenses Not Already Disclosed Elsewhere:	\$
Total Maintenance Expenses:	\$
Utilities Expenses	
Electricity:	\$
Heating:	\$
Water and Sewer:	\$
Waste Removal:	\$
TV Cable / Phone / Internet:	\$
Other Utility Expenses Not Already Disclosed Elsewhere:	\$
Total Utilities Expenses:	\$
Administration Expenses	
Office Supplies / Equipment:	\$
Accounting / Audit / Legal / Consulting:	\$
Training / Conference / Seminars:	\$
Advertising / Rent Up Expenses:	\$
Communications:	\$
Staff Travel Expenses:	\$
Project Building and Liability Insurance:	\$
WCB Coverage:	\$
Safety and Security:	\$
Interest / Service Charge:	\$
Other Admin Expenses Not Already Disclosed Elsewhere:	\$
Total Administration Expenses:	\$
Fixed Expenses	
Debt Servicing (Mortgage: Interest & Principal):	\$
Replacement Reserve:	\$
Local Improvement Charges:	\$

Property Taxes (if applicable):	\$
Other Fixed Expenses Not Already Disclosed Elsewhere:	\$
Total Fixed Expenses:	\$
Total Hospitality Services Expenses:	\$
Hospitality Services Revenue minus Expenses Surplus / (Deficit):	\$

Questions/Comments

1. Have there been any challenges with maintaining occupancy at the CCH? If so, please describe factors that may be contributing to vacancies.
2. Have there been any other operational funding challenges? If so, please describe.
3. Have there been any other challenges associated with operating the CCH? If so, please describe and note any solutions that have been implemented to address the challenges.
4. What are the positives of the CCH for the community?
5. What design features of the CCH have had a positive impact on resident quality of life? Please note the design features and describe impact.
6. What, if any, architectural components of the CCH would you design differently in future projects? Please describe impact and provide reasoning.
7. Please provide any additional comments/questions/concerns you would like to share.

Dated on this _____ day of _____, 20____

Signature: _____

Name / Title: _____

Please submit copy of the Annual Report

by June 30th:

Email cccp.annualreports@gov.ab.ca
 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 six 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, and 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 Facility-Based Care for the remaining term of this Agreement in accordance to, including without limitation:
 - the *Continuing Care Act* and its related regulations, the Accommodation Standards – Continuing Care Home, the Continuing Care Health Service Standards, and the Staffing Guideline approved by the Province; and
 - other standards, conditions and requirements of either Assisted Living and Social Services and/or Assisted Living Alberta, or another organization approved by the Province, for the provisions of Facility-Based Care and/or in a CCH, as applicable.

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 Facility-Based Care for the remaining term of this Agreement in accordance to including without limitation:
 - the **Continuing Care Act** and its related regulations, the Accommodation Standards – Continuing Care Home, the Continuing Care Health Service Standards, and the Staffing Guideline approved by the Province; and
 - any other standards, conditions, and requirements of either Assisted Living and Social Services and/or Assisted Living Alberta, or another organization approved by the Province, for the provisions of Facility-Based Care and/or in a CCH, as applicable.
- Certified copies of all Project land titles that relate to portions or all of the CCH 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 Services Agreement with Assisted Living Alberta (or with another organization approved by the Province) 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 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.

SAMPLE

ASSIGNMENT, ASSUMPTION, AND AMENDING AGREEMENT #____
(Name of Continuing Care Home - Location)

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

AMONG:

HIS MAJESTY IN RIGHT OF ALBERTA

as represented by the Minister of Assisted Living and Social Services
(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 for the purposes of constructing an Continuing Care Home project known as name of project in Location, Alberta ("the Grant Agreement");

SAMPLE

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 Clause 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 Clauses 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 Clause xx of the Grant Agreement is deleted and replaced with "new project name".
- ii) Clause yy is deleted and replaced with:

"[Content adjustments in other Grant Agreement clauses as appropriate.]"
- iii) The notice information in Clause zz of the Grant Agreement is deleted and replaced as follows:

To the Minister:

Continuing Care Capital Programs
Assisted Living and Social Services
44 Capital Boulevard
10044 – 108 Street NW
Edmonton, Alberta T5J 3S7
Email: cccp@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

8. Except as amended herein, the Grant Agreement remains in full force, unamended.

IN WITNESS WHEREOF, notwithstanding the dates of signature below, the parties have made this Assignment, Assumption and Amending Agreement #_____ as of the Effective Date.

LEGAL ENTITY X

a body corporate incorporated under the laws of Alberta *[or other]*

Authorized Signature

Date

Print Name and Title

LEGAL ENTITY Y

a body corporate incorporated under the laws of Alberta *[or other]*

Authorized Signature

Date

Print Name and Title

LEGAL ENTITY A

a body corporate incorporated under the laws of Alberta *[or other]*

Authorized Signature

Date

Print Name and Title

LEGAL ENTITY B

a body corporate incorporated under the laws of Alberta *[or other]*

Authorized Signature

Date

Print Name and Title

HIS MAJESTY IN RIGHT OF ALBERTA,

as represented by the Minister of Assisted Living and Social Services

[Name], Assistant Deputy Minister

Date

SCHEDULE A

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

effective date _____, 20____.

SAMPLE