

Funding Agreement Number: C24CGP1582

**Child Care Operating Funding Program  
Licensed Child Care Providers**

THIS AGREEMENT is made the 01 day of April 2023

BETWEEN:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,  
represented by the Minister of Education and Child Care  
("Province", "us", "we" or "our", as applicable)

Child Care Benefit and Operating Funding Branch  
PO Box 9965 Stn Prov Govt  
Victoria BC V8W 9R4

OF THE FIRST PART

AND:

ASPIRE RICHMOND SUPPORT SOCIETY  
170 - 7000 Minoru Blvd  
Richmond, BC V6Y 3Z5  
CMCLELLAN@RSCL.ORG  
("Provider", "you", or "your", as applicable)

OF THE SECOND PART

We agree to provide funding to you under the *Child Care BC Act* in accordance with the terms and conditions set out in this Agreement and you agree to abide by such terms and conditions.

As a result, the Parties agree as follows:

## 1 DEFINITIONS:

### 1.1 In this Agreement:

- a) **"Administrative Fee"** means any mandatory fee over and above the Parent Fee that you impose or seek to impose in respect to administrative costs associated with the Enrolment of a child at your Facility including, without limitation, any fee for registration;
- b) **"Business Day"** means a day, other than a Saturday or Sunday or a statutory holiday, on which provincial government offices are open for normal business in British Columbia;
- c) **"CCFRI-Eligible Care Category"** means any of the following care categories:
  - i. As of April 1, 2023, "0-18 months", "18-36 months", "3 years-Kindergarten" and "Kindergarten"; and
  - ii. Effective September 1, 2023, includes "Preschool" and "Grade 1 to 12 Years";
- d) **"CCFRI Funding"** means a payment, described in Schedule C (*Child Care Fee Reduction Initiative Funding Payments*), that we provide to you each month, if you are enrolled in the Child Care Fee Reduction Initiative, that is comprised of the:
  - i. CCFRI Provider Payment; and
  - ii. Parent Fee Reduction Payment;
- e) **"CCFRI Provider Payment"** means that portion of the CCFRI Funding that we provide to you each month, if you are enrolled in the Child Care Fee Reduction Initiative, in order to help offset any costs associated with participating in the Child Care Fee Reduction Initiative;
- f) **"CCOF Base Funding Payment"** means the payment that we provide to you each month, if you are enrolled in the Child Care Operating Funding Program as described in section 3 and Schedule B (*CCOF Base Funding Payments*) and that is based on the Child Care Services that you provide;
- g) **"Child Care Fee Reduction Initiative" or "CCFRI"** refers to the initiative under which the CCFRI Funding may be paid to enrolled providers of Child Care Services;
- h) **"Child Care Operating Funding Program" or "Program"** means the program under which the CCOF Base Funding Payments may be paid to enrolled providers of Child Care Services;
- i) **"Child Care Provider Profile"** means our annual survey of Facility information;
- j) **"Child Care Services"** means your provisioning of licensed child care, as categorized by the Province, to Enrolled children at a Facility, as detailed in Schedule A (*Child Care Services*);
- k) **"Child Care Subsidy Regulation"** means the Child Care Subsidy Regulation, B.C. Reg. 74/97, made under the *Child Care Subsidy Act*, as that regulation is amended from time to time;

- l) **"Direct Care"** means being directly responsible for and engaged in the care and supervision of Enrolled or Drop-In Space children at the Facility;
- m) **"Direct Care Staff"** means staff employed at the Facility on either a full-time, part-time, or casual basis providing Direct Care, and includes ECE Employees;
- n) **"Discounted Parent Fee"** means any Parent Fee that you charge for a child to occupy an Enrolled Space at your Facility (exclusive of any Optional Fee), which is lower than the Parent Fee reported to us for the corresponding care category on your Program Confirmation Form. For clarity, Discounted Parent Fee includes, as examples: legacy rates, sibling discounts, and other discounted rates you provide for specific families;
- o) **"Drop-In Space"** means the utilization of a non-Enrolled Space on a casual or emergency basis;
- p) **"ECE"** means any individual who holds a current Early Childhood Educator, Infant and Toddler Educator, or Special Needs Educator certificate issued by the BC Early Childhood Educator Registry, and such certificate has not been suspended, cancelled, or expired;
- q) **"ECE Employee"** means an ECE who meets the criteria set out in the ECE Wage Enhancement Funding Guidelines;
- r) **"ECE Portion of Statutory Benefits Funding"** means, if you are enrolled in the ECE Wage Enhancement, that portion of Statutory Benefits Funding set out in Column B of the table in section 2 of Schedule D (*ECE Wage Enhancement Funding Payments*) that must be paid to ECE Employees as statutory benefits to which they are legally entitled as a result of the ECE Wage Top-Up Funding;
- s) **"ECE Wage Enhancement"** means, if you are enrolled in the ECE Wage Enhancement, our provision of a wage enhancement to ECE Employees indirectly through you, which is based on the ECE Employee's Hours Worked at your Facility;
- t) **"ECE Wage Enhancement Funding"** means, collectively, the ECE Wage Top-Up Funding, the Statutory Benefits Funding, the ECE Portion of Statutory Benefits Funding, and, if applicable, the Employer Health Tax Reimbursement that you will receive if you are enrolled in the ECE Wage Enhancement;
- u) **"ECE Wage Enhancement Funding Guidelines"** means the guidelines that describe the eligibility requirements for ECE Wage Enhancement including, but not limited to, organization eligibility, facility eligibility, and ECE eligibility;
- v) **"ECE Wage Top-Up Funding"** means, if you are enrolled in the ECE Wage Enhancement, the payment that we provide to you each month in accordance with the funding rate set out in section 1 of Schedule D (*ECE Wage Enhancement Funding Payments*);

- w) **"Employer Health Tax Reimbursement"** or **"EHT Reimbursement"** means, if you are enrolled in the ECE Wage Enhancement, the funding that we provide to you as detailed in sections 6.1, 6.2 and 6.3 if you are required to pay the Employer Health Tax (the EHT Reimbursement offsets additional Employer Health Tax payment obligations that you may incur as a result of participating in the ECE Wage Enhancement);
- x) **"Enrolled Space"** means a child care space allocated to a particular child at your Facility as per that child's Enrolment;
- y) **"Enrolment"** or **"Enrolled"** refers to the registration of children full-time or part-time in any given month, for a specific category of Child Care Services and on specific days at your Facility within the Maximum Capacity;
- z) **"Enrolment Report"** means, for each Facility, a monthly report that provides information to us in respect of Schedule B (*CCOF Base Funding Payments*) or Schedule C (*Child Care Fee Reduction Initiative Funding Payments*), as the case may be, and that is in the form that we require;
- aa) **"Extended Hours"** means the additional hours of operation each Facility is open and providing child care before 6:00 a.m., after 7:00 p.m., or overnight;
- bb) **"Facility"** means each location of Child Care Services, operated by you, for which a Facility Licence has been issued, and that is identified in Schedule A (*Child Care Services*);
- cc) **"Facility Licence"** means a valid child care facility licence issued under the *Community Care and Assisted Living Act*;
- dd) **"Hours Worked"** refers to regular hours or overtime hours for which an ECE Employee is paid to work at a Facility, provided that Hours Worked do not include:
  - i. sick time, parental leave, long-term disability, vacation, or unpaid leave; or
  - ii. time spent solely caring for children for whom the ECE Employee is a Parent (as defined herein) or is otherwise a parent or person standing in the place of a parent;
- ee) **"Maximum Capacity"** means the total number of child care spaces allowed at any one time under the Facility Licence that are eligible for the Child Care Operating Funding Program;
- ff) **"Ministry"** means the ministry that is responsible for the subject matter of this Agreement;
- gg) **"Monthly ECE Report"** means any of the monthly reports that you prepare and submit to us in accordance with section 7.2;
- hh) **"Notice of Assessment"** means the notice of assessment sent to you pursuant to section 152(2) of the *Income Tax Act* R.S.C., 1985 c. 1;
- ii) **"Optional Fee"** means any fee that you charge or seek to charge a Parent for optional services rendered, including any fee for meals and for pick-up and drop-off services.

For clarity, if a Parent does not opt to receive such optional services, no such optional fee shall be charged to that Parent and the Parent's child will receive the usual, continuous care at your Facility for which the Parent Fee applies;

- jj) **"Parent"** means a parent or a person standing in the place of a parent with respect to a child Enrolled in an Enrolled Space at your Facility;
- kk) **"Parent Fee"** means the fee that you charge a Parent or other party for the Parent's child to occupy an Enrolled Space at your Facility (exclusive of any Optional Fee);
- ll) **"Parent Fee Increase"** means, in respect of the Parent Fee, any increase that applies either to existing or to newly Enrolled children, subject to the following additional stipulations in respect of this definition:
  - i. a reduction of hours of operation or services previously included in the Parent Fee, and the imposition of added fees for these same hours or services, will be considered a Parent Fee Increase;
  - ii. imposing a new Optional Fee for a service that was not previously included in the Parent Fee (including an extension of your hours of operation), will not be considered a Parent Fee Increase; and
  - iii. imposing a new Administrative Fee or increasing an Administrative Fee for some or all children enrolled in a CCFRI-Eligible Care Category, will be considered a Parent Fee Increase;
- mm) **"Parent Fee Reduction Amount"** means the amount by which you will decrease your monthly Parent Fee in accordance with this Agreement;
- nn) **"Parent Fee Reduction Payment"** means the payment that we provide to you each month (if you are enrolled in the Child Care Fee Reduction Initiative) for each child Enrolled in a CCFRI-Eligible Care Category;
- oo) **"Program Confirmation Form"** means our required form that you or your duly authorized representative must complete and submit to us to be considered for enrolment in the Program and to receive one or more of the following categories of funding:
  - i. CCOF Base Funding Payment;
  - ii. CCFRI Funding under the Child Care Fee Reduction Initiative; and
  - iii. the ECE Wage Enhancement Funding under the ECE Wage Enhancement;
- pp) **"Statutory Benefits Funding"** means, in addition to the ECE Portion of Statutory Benefits Funding, the funding that we provide to you each month to offset your cost of increased statutory benefits obligations for ECE Employees as a result of the ECE Wage Top-Up Funding, as set out in this Agreement and in Schedule D (*ECE Wage Enhancement Funding Payments*);

- 1.2 You acknowledge that the Ministry may, from time to time during the term of this Agreement, upon written notice to you in accordance with sections 17.1, 17.2 and 17.3, make changes to the ECE Wage Enhancement Funding Guidelines, and any such changes will be effective on the later of (i) the date that you are deemed to have received the notice, and (ii) the effective date that we specify in the notice, if one is specified.

## 2 TERM

- 2.1 The term of this Agreement begins on April 1, 2023 and ends on March 31, 2024, subject to:
- a) earlier termination as provided for under this Agreement; and
  - b) sections 2.2, 2.3, 2.4 and 2.5, as applicable.
- 2.2 If we provide you with written approval of your enrolment in the Program, and if you provide us with all information that we may require within the timeframe specified by us, the term of this Agreement will begin on the date set out in (a) or (b) below, as applicable:
- a) if you were enrolled in the Program the year immediately before (April 1, 2022 – March 31, 2023), the term of this Agreement will commence on April 1, 2023; or
  - b) if you were not enrolled in the Program the year immediately before (April 1, 2022 – March 31, 2023), the term of this Agreement will commence at such time as we determine.
- 2.3 If we provide you with written approval of your enrolment in the Program or in the CCFRI prior to April 1, 2023, then we may provide the first payment for one or both funding categories prior to April 1, 2023. In this case, the terms of this Agreement will be deemed to apply with respect to any such early payments.
- 2.4 If we provide you with written approval of your enrolment in the CCFRI or the ECE Wage Enhancement, the terms of this Agreement applicable to such funding will become effective on the date specified by us in such approval.
- 2.5 We may, at our discretion, temporarily approve your enrolment in either the CCFRI or the ECE Wage Enhancement pending our final decision. If this circumstance applies to you, we will notify you in writing of your temporary approval status. The terms of this Agreement will apply during any such temporary approval period as if you were enrolled, and:
- a) in the case of us providing a final decision in favour of enrolment in one or more of these funding categories, the terms of this Agreement will continue to apply for the remainder of the term; or
  - b) in the case of us providing a final decision disallowing further enrolment in one or more of these funding categories, the funding applicable to those impacted categories will cease on the date that we indicate. If a final decision results in you not receiving any further funding under this Agreement at all, then this Agreement will end on the date that we indicate. In such a scenario, you are required to comply with your obligations under the Agreement up to the date that it terminates, subject to section 18.1.

### 3 CCOF BASE FUNDING

- 3.1 If we have provided you with written approval of your enrolment in the Child Care Operating Funding Program, we will pay you the CCOF Base Funding Payment each month in accordance with the provisions of Schedule B (*CCOF Base Funding Payments*). Upon such enrolment in the Program you:
- a) must comply with the *Community Care and Assisted Living Act*, and all other applicable statutes and laws;
  - b) must notify the Province in writing within two Business Days of any change to your Facility Licence or your Child Care Services in the manner and format provided by us;
  - c) must either:
    - i. have no outstanding balances owed to the Ministry, or
    - ii. have payment plans approved by the Ministry for any outstanding balances owed to the Ministry;
  - d) must be in good standing with respect to the filing of your annual reports with the Office of the Registrar of Companies as defined in section 400 of the *Business Corporations Act*, [SBC 2002] c. 57 or the federal equivalent of the Office of the Registrar of Companies;
  - e) must remain in compliance with any other agreement or arrangement in place between you and us;
  - f) agree that you will:
    - i. not refuse to provide Child Care Services to children solely on the grounds that their Parents may be or may have been approved for a child care subsidy under the *Child Care Subsidy Act*, known as the Affordable Child Care Benefit;
    - ii. complete and sign any documentation that is necessary in respect of the Parent's application for a child care subsidy; and
    - iii. claim for child care subsidy payments that you are entitled to apply for pursuant to the Child Care Subsidy Regulation, and apply such payment to the Parent's benefit;
  - g) agree that you will make every reasonable effort to provide an inclusive and supportive environment for all Enrolled or Drop-In Space children, including children with support needs;
  - h) must complete and submit to us, for each Facility set out in Schedule A (*Child Care Services*), the 2023/2024 Child Care Provider Profile within such time period as we may require; and
  - i) must otherwise comply with your obligations under this Agreement, including your reporting requirements.

#### 4 CHILD CARE FEE REDUCTION INITIATIVE

- 4.1 If the Province has provided you with written approval or written temporary approval of your enrolment in the CCFRI, the Province will pay you the CCFRI Funding each month in accordance with the provisions of Schedule C (*Child Care Fee Reduction Initiative Funding Payments*), subject to you continuing to provide Child Care Services to Enrolled children in any of the CCFRI-Eligible Care Categories, and your continued enrolment in the CCFRI. Following such written approval of your enrolment in the CCFRI, you must:
- a) within 30 days of having received written approval or temporary approval from us of your enrolment in the CCFRI, notify all Parents of Enrolled children in respect of whom the CCFRI Funding applies, in writing, of the following:
    - i. confirmation of your Facility's enrolment in the CCFRI;
    - ii. the amount by which you are required to decrease the Parent Fee per Enrolled Space for the CCFRI-Eligible Care Category applicable to the Enrolled child; and
    - iii. the amount of any Province approved Parent Fee Increase applicable to the Enrolled child, including any Parent Fee Increase for part-time enrolments during the term of this Agreement;
  - b) upon Enrolment of a child in respect of whom the CCFRI Funding applies, provide the Parents of the newly Enrolled child, in writing, with the information contained in sections 4.1a) (i)-(iii);
  - c) in the form and frequency directed by us in writing, advise Parents of Enrolled children in respect of whom the CCFRI Funding applies of any information relevant to this Agreement;
  - d) within 30 days of having received written approval from us for any Parent Fee Increase that we approved based on your represented intention and commitment to increase the remuneration for Direct Care Staff, notify the affected Direct Care Staff in writing of our approval and this reason for approval;
  - e) decrease the Parent Fee for each child Enrolled in any of the CCFRI-Eligible Care Categories by the amount that is determined in accordance with Schedule C (*Child Care Fee Reduction Initiative Funding Payments*);
  - f) not implement a Parent Fee Increase for the children Enrolled in the CCFRI-Eligible Care Categories beyond any Parent Fee Increase that we have approved in writing;
  - g) not implement a Parent Fee Increase to any Parent Fee for part-time Enrolment or any Discounted Parent Fee for the children Enrolled in any of the CCFRI-Eligible Care Categories beyond what is reasonably proportional to any Parent Fee Increase for full-time Enrolment that is approved by us in writing;
  - h) not charge a Parent Fee for children Enrolled in any CCFRI-Eligible Care Category for Facility closures beyond those approved by us, in writing, during the term of this Agreement; and

- i) otherwise comply with your obligations under this Agreement, including your reporting requirements in sections 7.1 and 7.3.
- 4.2 For clarity, in respect of sections 4.1(f) and (g), we reserve the right to determine, in our sole discretion, whether any increase or proposed increase is a Parent Fee Increase; and in respect of section 4.1(g) we also reserve the right to determine, in our sole discretion, whether an increase or proposed increase to a Parent Fee for part-time Enrolment or a Discounted Parent Fee for part-time Enrolment is reasonably proportional to any Parent Fee Increase for full-time Enrolment that is approved by us.
- 4.3 You may unenroll from the CCFRI if you:
- a) no longer have a Facility Licence to provide Child Care Services in any CCFRI-Eligible Care Category; or
  - b) have provided to us written notice of your intention to unenroll and we approve your request in writing and provided that the effective date of your unenrollment from the CCFRI will be determined by us.

## 5 ECE WAGE ENHANCEMENT FUNDING

- 5.1 If we have provided you with written approval or written temporary approval of your enrolment in the ECE Wage Enhancement program, we will pay you the ECE Wage Enhancement Funding each month in accordance with the provisions of Schedule D (*ECE Wage Enhancement Funding Payments*), subject to your continued enrolment in the ECE Wage Enhancement program. Following such written approval of your enrolment in the ECE Wage Enhancement, you must:
- a) within 30 days of having received written approval or written temporary approval from us, notify all ECE Employees in writing:
    - i. of your Facility's enrolment in the ECE Wage Enhancement;
    - ii. that all ECE Wage Enhancement Funding is provided by us and that it is discretionary and subject to modification or discontinuation; and
    - iii. of the amount of the wage that they receive from you and the amount of the hourly ECE Wage Top-Up Funding that they will receive in addition to their wage;
  - b) ensure that all ECE Employees for whom you are required to submit Monthly ECE Reports immediately sign a written acknowledgement in the manner and format provided by us which confirms their knowledge, consent, and authorization to you collecting and disclosing to us the ECE Employee's personal information and other information for the purposes of the administration, ongoing planning, evaluation, and auditing of the ECE Wage Enhancement;

- c) subject to the vacation pay exception in section 5.1 (d) below, distribute the ECE Wage Top-Up Funding and the ECE Portion of Statutory Benefits Funding that you will receive from us to each ECE Employee as soon as possible, but no later than 60 days after all Hours Worked are completed for the applicable month, unless we first approve a longer period in writing;
  - d) in circumstances where ECE Employees at your Facility do not take their earned vacation until (i) more than 60 days after all Hours Worked are completed for the applicable month, or (ii) after this Agreement expires, pay the amount of the ECE Portion of Statutory Benefits Funding that is owed to such ECE Employees for vacation pay in accordance with the time periods as set out in the *Employment Standards Act* rather than the 60 day period set out in section 5.1 (c) above;
  - e) for ECE Employees at your Facility who leave their employment or are terminated, make arrangements to provide them with any outstanding payments that may be owed to them under this Agreement for their Hours Worked up to the date such employment ends;
  - f) distribute the ECE Wage Top-Up Funding over and above the regular hourly wages of the ECE Employees and not use any of the ECE Wage Enhancement Funding to replace ECE Employee wages that you would normally pay them, nor use such funding to replace scheduled wage/salary increases;
  - g) otherwise comply with your obligations under this Agreement, including without limitation, your reporting requirements for the ECE Wage Enhancement in sections 7.2 and 7.3.
- 5.2 We are not responsible to pay or otherwise reimburse you for any cost, loss, fine, damage, or other financial obligation that you may suffer or incur due to your failure to provide the notice referenced in section 5.1 (a) above to your ECE Employees.
- 5.3 You may unenroll from the ECE Wage Enhancement program if you have provided to us written notice of your intention to unenroll and we approve your request in writing and provided that the effective date of your unenrollment from the ECE Wage Enhancement program will be determined by us.

## **6 EMPLOYER HEALTH TAX (EHT) REIMBURSEMENT**

- 6.1 Subject to sections 6.2 and 6.3, if we have provided you with written approval or written temporary approval of your enrolment in the ECE Wage Enhancement program, then we will pay you EHT Reimbursement to offset any increase in the Employer Health Tax that you are required to pay as a result of the ECE Wage Enhancement during the years:
- a) 2024 for the tax year 2023; and

b) 2025 for the tax year 2024.

6.2 EHT Reimbursement is subject to you first providing us with a copy of your final Notice of Assessment for the tax years 2023 and 2024, and such other documentation as we may require (collectively, the "Notice of Assessment Documentation"), in the manner and time frame specified by us.

6.3 If, upon your request, the Province has approved an arrangement for the payment of the EHT Reimbursement prior to the availability of your Notice of Assessment Documentation, the following conditions will apply:

- a) you must provide such documentation to us in accordance with section 6.2; and
- b) the EHT Reimbursement is subject to adjustment upon confirmation of the actual amount of the increase to the EHT, owed and remitted by you, that you are required to pay as a result of the ECE Wage Enhancement and, if an overpayment of EHT Reimbursement has occurred, you will owe us the amount equal to such overpayment.

6.4 Administration of the EHT Reimbursement may, at our discretion, be delegated to another ministry or branch of the Government.

## **7 RECORDS AND REPORTING REQUIREMENTS**

7.1 If you are enrolled in the Child Care Operating Funding Program only, or if you are enrolled in the Child Care Operating Funding Program and in the CCFRI, you must:

- a) create and retain for each child: the name, date of birth, date of Enrolment in the Facility, and Parent Fee charged for each Enrolled and Drop-In Space child, a monthly schedule of confirmed Enrolled and Drop-In Spaces, and daily attendance records indicating for each day whether the child is absent or, if the child is present, the time of arrival and departure;
- b) create and maintain accurate Enrolment Reports; and
- c) submit your Enrolment Reports, in the required form and with the required information, to us any time between the 15th day of the month immediately before the applicable reporting month and the last day of the sixth month following the applicable reporting month. For example, for June, you must submit your Enrolment Report(s) and any adjusted Enrolment Reports between May 15th and December 31st.

7.2 If you are enrolled in the ECE Wage Enhancement, you must:

- a) ensure that monthly Hours Worked by ECE Employees are documented on personnel attendance records and retained for verification and audit purposes;
- b) keep each ECE Employee's signed written acknowledgement referenced in section 5.1 (b) on file and provide a copy to us upon our request;

- c) create and maintain complete and accurate information in respect of the matters described in Schedule D (*ECE Wage Enhancement Funding Payments*) including Hours Worked by ECE Employees during the applicable month; and
- d) submit Monthly ECE Reports, in the required form and with the required information, to us any time between the 1st day of the month immediately following the applicable reporting month and the last day of the sixth month following the applicable reporting month. For example, for June, you must submit your Monthly ECE Report(s) and any adjusted Monthly ECE Reports between July 1st and December 31st.

7.3 All Enrolment Reports and Monthly ECE Reports, and any adjusted Enrolment or Monthly ECE Reports, must be submitted in the required form and with the required information by the deadlines set out in sections 7.1 (c) and 7.2 (d). Late reports will not be accepted after these deadlines, and the Ministry will not make any related payments.

## 8 PAYMENTS

- 8.1 You must not commit or purport to commit us to pay any money unless specifically authorized by this Agreement.
- 8.2 The funding provided to you under this Agreement is subject to the *Financial Administration Act*, which makes the obligation to pay subject to an appropriation being available in the fiscal year of the Province during which payments become due.
- 8.3 Despite any other provision in this Agreement, the Province may, on 30 days' written notice to you, change the funding rates, calculations, amounts, categories, defined expressions, descriptions, and other provisions set out in Schedule B (*CCOF Base Funding Payments*), Schedule C (*Child Care Fee Reduction Initiative Funding Payments*), and Schedule D (*ECE Wage Enhancement Funding Payments*). In respect of any such changes, the Province may, at its option:
  - a) replace any one or more of Schedule B, Schedule C and Schedule D with a revised version thereof; and
  - b) change or remove any of the definitions set out in section 1.1 of the Agreement, or add new definitions to that section.

For clarity, any such changes will take effect in accordance with the terms specified in the written notice and will not require a formal amendment or modification agreement to be signed by the Provider.

- 8.4 Without limiting any other rights that we have under this Agreement, if we receive any information that leads us to conclude that any funding made or to be made under this Agreement may not be used or is not being used as intended or required under this Agreement, we reserve the right, at our discretion, to discontinue payment of some or all of the funding.

## **9 INFORMATION MANAGEMENT AND PRIVACY PROTECTION**

- 9.1 You must retain the records described in section 7 for the term of this Agreement and for at least two years following the expiration or termination of this Agreement.
- 9.2 You agree that the Province does not have control of the records described in section 7 provisions.
- 9.3 If you are subject to the *Freedom of Information and Protection of Privacy Act* or the *Personal Information Protection Act*, you must ensure that you comply with the legislation that applies to you with respect to any recorded personal information you collect or otherwise receive about an identifiable individual in connection with this Agreement, including obtaining any consents or authorizations necessary for you to comply with your obligations under this Agreement.
- 9.4 You must make reasonable security arrangements, including ensuring that you have reasonable and adequate systems security measures in place, to protect the records (including any personal information) described in section 7 from unauthorized access, use, disclosure or disposal.

## **10 AUDIT AND SERVICE EVALUATION**

- 10.1 You must comply with all requests for information made by us in connection with this Agreement in the form, manner and time frame specified by us.
- 10.2 For audit purposes, you must permit us or our designates at any time during normal business hours to access and review any and all records relevant to this Agreement for the duration of this Agreement and for at least two years following the expiration or termination of this Agreement.
- 10.3 You must provide clear notice to Parents that limited personal information about them and their Enrolled and Drop-In Space children will be provided to us and our authorized representatives when required by us for the purposes of administering, evaluating, planning, and auditing the provision of funding under this Agreement.
- 10.4 You must participate in the provincial program evaluations as requested and allow us or any person authorized by us to have access to information for the purpose of conducting such evaluations for the duration of this Agreement and for at least two years following the expiration or termination of this Agreement.
- 10.5 To promote accountability and transparency, you consent to the release of the status of, or results of any investigation by the Ministry into your compliance decreasing Parent Fees and/or distributing ECE Wage Enhancement Funding in accordance with this Agreement to the public. This consent is effective on the Effective Date of this Agreement.

## **11 PUBLIC ANNOUNCEMENTS AND COMMUNICATIONS**

- 11.1 You must cooperate with us as requested in making public announcements and advertising, and posting signage acknowledging our contribution to each Facility, the form, content and location of which will be as determined by us.
- 11.2 Unless you provide reasonable grounds for why we should not do so, and those grounds are deemed acceptable by us, we reserve the right to publicly advertise each Facility named in this Agreement, including the corresponding Province approved Parent Fees if enrolled in the CCFRI, on the Child Care Map, BC Data Catalogue and any other of the Province's public websites.
- 11.3 We will share certain high-level information, about the CCFRI and the ECE Wage Enhancement, applicable to the term of the Agreement, if requested by interested third parties who contact the Ministry. We are under no obligation to verify the identity of any third party requesting such information. The high-level information that we reserve the right to share about your Facility in respect of the CCFRI and the ECE Wage Enhancement is:
- a) the status of any application;
  - b) the date of any application;
  - c) the general reason for approval or denial of any application;
  - d) whether you have applied to enroll in, or have opted out of, the CCFRI and/or ECE Wage Enhancement;
  - e) if you are enrolled in the CCFRI:
    - i. any Province approved Parent Fee;
    - ii. any Province approved Parent Fee Increase, and the timing of the increase; and
    - iii. any Provider request for a Parent Fee Increase based on your stated intention and commitment to increase the remuneration of Direct Care Staff (separate from the ECE Wage Enhancement), including whether any such request for approval was made, the status of the request, the date upon which any such request was approved or denied, and the general reasons for any approval or denial.

## **12 REPRESENTATIONS AND WARRANTIES**

- 12.1 You represent and warrant to us that:
- a) all information that you provided to us to apply for any funding under this Agreement is true and correct in all respects; and

- b) that any information you are required to provide to us, including without limitation, the content of all forms and reports that you are required to maintain or produce under this Agreement, is true and correct in all respects.

- 12.2 All representations, warranties, covenants and agreements that you make in this Agreement, and all certificates, other documents or information that you deliver or that are delivered on your behalf are material and will conclusively be deemed to have been relied upon by us, despite any prior or subsequent investigation by us, and they shall survive the payment of the funding under this Agreement and the fulfillment of all other obligations under this Agreement.
- 12.3 You acknowledge that if you provide us with information that is false or misleading in order to obtain funds under this Agreement that this will be considered an Event of Default under section 14.1 and you will also be subject to penalties upon conviction under section 9 of the *Child Care BC Act*.
- 12.4 You must notify us immediately if you discover an error or inaccuracy in the information you provided to us on your completed Program Confirmation Form, any other form or information, including without limitation, any reports you are required to provide under this Agreement. If, in our determination, such error or inaccuracy impacts (a) your ability to receive one or more categories of funding; or (b) the amounts under such funding categories, then we reserve the right to either re-evaluate your eligibility to be enrolled in any of the funding categories in this Agreement or modify the amounts payable to you under one or more of them, depending on the nature of the inaccuracy.

### 13 COVENANTS

- 13.1 You will comply with all the terms and requirements set out in this Agreement.
- 13.2 You will not provide any services to any third party in circumstances which, in our reasonable opinion, could give rise to a conflict of interest between your duties to that person and your duties to us under this Agreement.

### 14 EVENTS OF DEFAULT AND TERMINATION

- 14.1 Any of the following events constitute an 'Event of Default' whether it is voluntary, involuntary or results from the operation of law or any judgment or order of any court or administrative or government body:
  - a) you fail to comply with any provision of this Agreement or any other agreement you have entered into with us and have not, to our satisfaction, rectified the failure within any time limit set by us;

- b) any representation or warranty you have made in applying for funding or any information, licence, statement, certificate or report you submit to us under this Agreement is untrue or incorrect;
- c) you have an amount owing to us for which no payment plan has been established and approved by us;
- d) you do not make the repayment referred to in section 15.1, within the timeframe specified in section 15.2;
- e) you continue to receive payments from us under this Agreement to which you are not entitled after having failed to inform us of any loss, suspension, revocation or cancellation of your Facility Licence;
- f) you cease, in our opinion, to operate a Facility;
- g) an order is made, or a resolution is passed, or a petition is filed for the liquidation or winding up of your assets or your child care business; or
- h) you become insolvent, commit an act of bankruptcy, or make an assignment of your assets for the benefit of your creditors or otherwise acknowledge your insolvency.

14.2 Upon the occurrence of any Event of Default and at any time after that we may, despite any other provision of this Agreement, by written notice to you do one or more of the following:

- a) require you to take such action within such time period as we determine in our discretion to rectify the incident which gave rise to the Event of Default and, upon our request, provide evidence of having taken such action;
- b) delay, decrease, suspend, or cease one or more categories of funding, as applicable, under this Agreement as detailed further in section 14.6 below;
- c) terminate this Agreement immediately or within a time period stipulated by us; or
- d) declare any payments made under this Agreement after the occurrence of the Event of Default to be due and repayable by you to us pursuant both to the terms of this Agreement and to the provisions of section 7 of the *Child Care BC Act*, and such monies will either, at the option of the Province, become due and payable within a timeframe specified by us, or will be deducted by us from any subsequent child care funding.

14.3 In addition to and without limiting any of our termination options under section 14.2 (c), upon the occurrence of an Event of Default under this Agreement, we reserve the right, at our discretion, to deny any future application you may submit to apply for any or all funding, including any future fiscal year funding.

14.4 If we terminate this Agreement under section 14.2 (c), we will pay you:

- a) the portion of the funding described in Schedule B (*CCOF Base Funding Payments*) that is applicable to the period before the occurrence of the Event of Default, and
- b) if you are enrolled in the CCFRI or the ECE Wage Enhancement, the portion of the funding described in Schedule C (*Child Care Fee Reduction Initiative Funding Payments*) and in Schedule D (*ECE Wage Enhancement Funding Payments*) that is applicable to the period before the occurrence of the Event of Default.

Notwithstanding the foregoing, if the applicable reports outlined in section 7 are not submitted to us within 30 days after the effective date of termination, then we will not pay you any funding under section 14.4 (a) and section 14.4 (b).

14.5 In addition to our termination rights set out in section 14.2 (c), either we or you may terminate this Agreement on 30 days' written notice to each other. If this Agreement is terminated under this section 14.5, we will pay you:

- a) the portion of the funding described in Schedule B (*CCOF Base Funding Payments*) that is applicable to the period before the effective date of termination, and
- b) if you are enrolled in the CCFRI or the ECE Wage Enhancement, the portion of the funding described in Schedule C (*Child Care Fee Reduction Initiative Funding Payments*) and in Schedule D (*ECE Wage Enhancement Funding Payments*) that is applicable to the period before the effective date of termination.

Notwithstanding the foregoing, if the applicable reports outlined in section 7 are not submitted to us within 30 days after the effective date of termination, then we will not pay you any funding under section 14.5 (a) and section 14.5 (b).

14.6 A delay, decrease, suspension, or cessation in payments to you for one category of funding under this Agreement due to an Event of Default may, at our discretion, result in a delay, decrease, suspension, or cessation in payments under any other category of funding in which you are enrolled under this Agreement. The amount or duration of any delay, decrease, suspension, or cessation in payments under one or more such categories of funding in which you are enrolled under this Agreement will be at our discretion.

14.7 The rights, powers and remedies conferred on us under this Agreement or any statute or law are not intended to be exclusive, and each remedy will be cumulative and in addition to and not in substitution for every other remedy existing or available to us.

14.8 The exercise of any one or more remedies available to us will not preclude the simultaneous or later exercise by us of any other right, power or remedy.

## 15 OVERPAYMENT AND REPAYMENT

- 15.1 If funding is paid under this Agreement in an amount to which you were not eligible, including any overpayments made as the result of clerical or administrative error, miscalculation on our part, you ceasing to be licensed to deliver the Child Care Services indicated in Schedule A (*Child Care Services*), or incorrect information supplied by you to us, then such overpayments are repayable to us and we may, after consultation with you and, at our option, do any or all of the following:
- a) recover the amount owed as a debt due to us in accordance with the *Financial Administration Act*;
  - b) reduce or withhold future payments to you under this Agreement until the amount owed is recovered.
- 15.2 Repayments referred to in section 15.1 must be made within 30 days of receipt of the demand for payment or in accordance with the repayment timeframe approved by us.
- 15.3 You acknowledge that pursuant to section 7(2) of the *Child Care BC Act*, the amount of any overpayment referred to in section 15.1 is a debt due to us and may be recovered by us in a court of competent jurisdiction or deducted by us from any subsequent child care funding.

## 16 INDEMNITY

- 16.1 You must indemnify and save harmless us and our employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that we or any of our employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by you or by any of your agents, employees, officers, directors, subcontractors, invitees or licensees in connection with this Agreement.

## 17 NOTICE

- 17.1 Any notice contemplated by this Agreement, by either us or you, to be effective, must be in writing and:
- a) sent by email to the email address provided by the other party; or
  - b) with prior permission from us, mailed by prepaid registered mail to the other party's address as specified in this Agreement.
- 17.2 Any notice sent in accordance with section 17.1 (a) will be conclusively deemed to have been received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to have been received on the next following Business Day.

17.3 Any notice sent in accordance with section 17.1 (b) will be conclusively deemed to have been received by the recipient 96 hours after mailing.

17.4 Within two Business Days of a change to your email address, you must provide us written notice by email of the change.

## 18 GENERAL

18.1 Any sections of this Agreement which expressly survive, or by their terms or nature are intended to survive, this Agreement will continue in force indefinitely subject to any express limitations described in this Agreement or prescribed by law, including sections 9.1, 10.2, and 10.4.

18.2 You acknowledge and agree that we may contact other branches within the Ministry and other Province ministries to validate the accuracy of any information that you provide to us under this Agreement, including information regarding the EHT Reimbursement under section 6.

18.3 You must not assign or subcontract any of your rights or obligations under this Agreement without our prior written consent.

18.4 This Agreement does not operate as a permit, licence, approval or other statutory authority which you may be required to obtain from the Province or any of its agencies in order to provide the services. Nothing in this Agreement is to be construed as interfering with the exercise by the Province or its agencies of any statutory power or duty.

18.5 All Schedules attached to this Agreement form part of this Agreement.

18.6 Without limiting any other modification requirements in this Agreement, no modification to Schedule A (*Child Care Services*) of this Agreement is effective unless proposed by you in the manner and format specified by us, and we have provided written notice to you of our acceptance of, and of the effective date of, the proposed modification.

18.7 To the extent that any provision of this Agreement is found to be invalid, illegal or unenforceable, it will be severable from this Agreement and the remaining provisions will not be affected by the severance, and will be valid, legal and enforceable. In the event a provision of this Agreement is found to be unenforceable, such provision will be deemed modified, to the extent possible, for it to be enforceable.

18.8 Nothing contained in the Agreement will create or be deemed to create as between the Parties, a partnership, joint venture, or employment or agency relationship.

18.9 The failure of us to require the performance of any term or obligation of this Agreement, or the waiver by us of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

18.10 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.

18.11 In this Agreement,

- a) the words "includes" and "including" are not intended to be limiting;
- b) words and defined terms importing the singular include and have a comparable meaning when used in the plural, and vice versa, and words importing gender include all genders;
- c) unless the context otherwise requires, references to sections by number are to sections of this Agreement; and
- d) "we", "us", and "our" refer to the Province alone and not to the combination of the Provider and the Province which is referred to as "the Parties".

18.12 References to statutes in this Agreement means the Revised Statutes of British Columbia and any regulations. Any reference to a statute or other law refers to it as may be applied, amended, substituted, consolidated, revised or re-enacted and in force at the relevant time and includes any subordinate legislation made under it.

18.13 Time is of the essence in this Agreement.

## SCHEDULE A - Child Care Services

Payments made under this Agreement are based on your Facility Licence for the following Facility as detailed in this Schedule.

**Name of Facility:** TREEHOUSE EARLY LEARNING CENTER

**Community Care Facility Licence #:** 3182225

**Organization-Facility ID #:** G-02959-02960

**Community Care and Assisted Living Act Facility Licence Details:**

Maximum Capacity: 25

Licence Category	Maximum Capacity by Care Type
Group Child Care (Under 36 months)	0
Group Child Care (30 months to School Age)	25
Preschool	0
Group Child Care (School Age/School Age Care on School Grounds)	0
Multi-Age Child Care	0

**Service Details:**

Days per week you provide child care: 5

Weeks per year you provide child care: 52

Number of preschool sessions offered per week: 0

Before school care offered: N

After school care offered: N

Before Kindergarten care offered: N

After Kindergarten care offered: N

**Extended Hours Details:**

(Before 6 am, after 7 pm, or overnight service regularly offered) N

Extended Hours - Maximum number of **days** per week: 0

Extended Hours - Maximum number of **weeks** per year: 0

Licence Category (Extended Hours)	Maximum Spaces Offered (4 Hours or Less)	Maximum Spaces Offered (Over 4 Hours)
Group Child Care (Under 36 months)	0	0
Group Child Care (30 months to School Age)	0	0
Group Child Care (School Age/School Age Care on School Grounds)	0	0
Multi-Age Child Care	0	0

## SCHEDULE A - Child Care Services

Payments made under this Agreement are based on your Facility Licence for the following Facility as detailed in this Schedule.

**Name of Facility:** SEEDLINGS EARLY CHILDHOOD DEVELOPMENT HUB

**Community Care Facility Licence #:** FA12443

**Organization-Facility ID #:** G-02959-24813

**Community Care and Assisted Living Act Facility Licence Details:**

Maximum Capacity: 12

Licence Category	Maximum Capacity by Care Type
Group Child Care (Under 36 months)	12
Group Child Care (30 months to School Age)	0
Preschool	0
Group Child Care (School Age/School Age Care on School Grounds)	0
Multi-Age Child Care	0

**Service Details:**

Days per week you provide child care: 5

Weeks per year you provide child care: 52

Number of preschool sessions offered per week:

Before school care offered: N

After school care offered: N

Before Kindergarten care offered: N

After Kindergarten care offered: N

**Extended Hours Details:**

(Before 6 am, after 7 pm, or overnight service regularly offered) N

Extended Hours - Maximum number of **days** per week: 0

Extended Hours - Maximum number of **weeks** per year: 0

Licence Category (Extended Hours)	Maximum Spaces Offered (4 Hours or Less)	Maximum Spaces Offered (Over 4 Hours)
Group Child Care (Under 36 months)	0	0
Group Child Care (30 months to School Age)	0	0
Group Child Care (School Age/School Age Care on School Grounds)	0	0
Multi-Age Child Care	0	0

## SCHEDULE A - Child Care Services

Payments made under this Agreement are based on your Facility Licence for the following Facility as detailed in this Schedule.

**Name of Facility:** SEEDLINGS EARLY CHILDHOOD DEVELOPMENT HUB

**Community Care Facility Licence #:** FA12444

**Organization-Facility ID #:** G-02959-24815

### **Community Care and Assisted Living Act Facility Licence Details:**

Maximum Capacity: 25

Licence Category	Maximum Capacity by Care Type
Group Child Care (Under 36 months)	0
Group Child Care (30 months to School Age)	25
Preschool	0
Group Child Care (School Age/School Age Care on School Grounds)	0
Multi-Age Child Care	0

### **Service Details:**

Days per week you provide child care: 5

Weeks per year you provide child care: 52

Number of preschool sessions offered per week:

Before school care offered: N

After school care offered: N

Before Kindergarten care offered: N

After Kindergarten care offered: N

### **Extended Hours Details:**

(Before 6 am, after 7 pm, or overnight service regularly offered) N

Extended Hours - Maximum number of **days** per week: 0

Extended Hours - Maximum number of **weeks** per year: 0

Licence Category (Extended Hours)	Maximum Spaces Offered (4 Hours or Less)	Maximum Spaces Offered (Over 4 Hours)
Group Child Care (Under 36 months)	0	0
Group Child Care (30 months to School Age)	0	0
Group Child Care (School Age/School Age Care on School Grounds)	0	0
Multi-Age Child Care	0	0

## SCHEDULE A - Child Care Services

Payments made under this Agreement are based on your Facility Licence for the following Facility as detailed in this Schedule.

**Name of Facility:** SEEDLINGS EARLY CHILDHOOD DEVELOPMENT HUB

**Community Care Facility Licence #:** FA12445

**Organization-Facility ID #:** G-02959-24817

**Community Care and Assisted Living Act Facility Licence Details:**

Maximum Capacity: 50

Licence Category	Maximum Capacity by Care Type
Group Child Care (Under 36 months)	0
Group Child Care (30 months to School Age)	0
Preschool	0
Group Child Care (School Age/School Age Care on School Grounds)	50
Multi-Age Child Care	0

**Service Details:**

Days per week you provide child care: 5

Weeks per year you provide child care: 52

Number of preschool sessions offered per week:

Before school care offered: Y

After school care offered: Y

Before Kindergarten care offered: Y

After Kindergarten care offered: Y

**Extended Hours Details:**

(Before 6 am, after 7 pm, or overnight service regularly offered) N

Extended Hours - Maximum number of **days** per week: 0

Extended Hours - Maximum number of **weeks** per year: 0

Licence Category (Extended Hours)	Maximum Spaces Offered (4 Hours or Less)	Maximum Spaces Offered (Over 4 Hours)
Group Child Care (Under 36 months)	0	0
Group Child Care (30 months to School Age)	0	0
Group Child Care (School Age/School Age Care on School Grounds)	0	0
Multi-Age Child Care	0	0

## SCHEDULE A - Child Care Services

Payments made under this Agreement are based on your Facility Licence for the following Facility as detailed in this Schedule.

**Name of Facility:** SEEDLINGS EARLY CHILDHOOD DEVELOPMENT HUB

**Community Care Facility Licence #:** FA12446

**Organization-Facility ID #:** G-02959-24819

### **Community Care and Assisted Living Act Facility Licence Details:**

Maximum Capacity: 20

Licence Category	Maximum Capacity by Care Type
Group Child Care (Under 36 months)	0
Group Child Care (30 months to School Age)	0
Preschool	20
Group Child Care (School Age/School Age Care on School Grounds)	0
Multi-Age Child Care	0

### **Service Details:**

Days per week you provide child care: 5

Weeks per year you provide child care: 52

Number of preschool sessions offered per week: 5

Before school care offered: N

After school care offered: N

Before Kindergarten care offered: N

After Kindergarten care offered: N

### **Extended Hours Details:**

(Before 6 am, after 7 pm, or overnight service regularly offered) N

Extended Hours - Maximum number of **days** per week: 0

Extended Hours - Maximum number of **weeks** per year: 0

Licence Category (Extended Hours)	Maximum Spaces Offered (4 Hours or Less)	Maximum Spaces Offered (Over 4 Hours)
Group Child Care (Under 36 months)	0	0
Group Child Care (30 months to School Age)	0	0
Group Child Care (School Age/School Age Care on School Grounds)	0	0
Multi-Age Child Care	0	0

## SCHEDULE B - CCOF Base Funding Payments

Subject to your compliance with this Agreement, we will pay you the CCOF Base Funding Payments as a monthly amount for each Facility shown in Schedule A (*Child Care Services*) for the duration of this Agreement.

a) **Group child care base rate**

The CCOF Base Funding Payments are based on the following daily rates for the total number of Enrolled Spaces and Drop-In Spaces each day:

Rate Category	4 Hours or Less	Over 4 Hours
<b>0 - 18 months</b>	\$ 6.00	\$12.00
<b>18 - 36 months</b>	\$ 6.00	\$12.00
<b>3 years to Kindergarten</b>	\$ 2.74	\$ 5.48
<b>Kindergarten</b>	\$ 2.74	\$ 5.48
<b>Grade 1 - 12 years</b>	\$ 1.40	\$ 2.80
<b>Preschool</b>	\$ 1.37	

b) CCOF Base Funding Payments are:

- i. subject to the Maximum Capacity amount, licence details, and service details for each Facility detailed in Schedule A (*Child Care Services*);
- ii. calculated and provided only for those days when the Facility is open and providing Child Care Services for the Enrolled Spaces and Drop-In Spaces, reported on the monthly Enrolment Report; and
- iii. subject to our receipt and approval of the monthly Enrolment Reports submitted in accordance with the requirements of sections 7.1 and 7.3 of the Agreement.

## SCHEDULE C - Child Care Fee Reduction Initiative Funding Payments

1. The payments set out in this schedule are applicable to you if you are enrolled in the CCFRI. Subject to your compliance with the Agreement, we will pay you monthly CCFRI Funding, which consists of a **CCFRI Provider Payment** (as described in section 3 of this schedule) and a **Parent Fee Reduction Payment** (as described in section 4 of this schedule), for each child Enrolled in one of the CCFRI-Eligible Care Categories at a Facility.
2. References to articles or sections refer to articles or sections in this schedule.

### 3. CCFRI Provider Payment:

To calculate the monthly CCFRI Provider Payment, for each CCFRI-Eligible Care Category we will multiply the current totals reported on the Enrolment Report ("**Enrolment Report Totals**") by the applicable CCFRI Provider Payment Daily Rate Category amount in Table 1 below. We may, at our sole discretion, adjust the CCFRI Provider Payment to account for periods of closure of a Facility. You will, at our request, provide us additional information regarding operable days or periods of closure in a Facility.

Table 1			
	CCFRI-Eligible Care Category	4 Hours or Less	Over 4 Hours
Effective start of Funding Term	0-18 months	\$2.40	\$4.80
	18-36 months	\$2.40	\$4.80
	3 years to Kindergarten	\$1.31	\$2.63
	Kindergarten	\$1.04	\$2.09
Effective September 1, 2023	Grade 1 - 12 Years	\$0.65	\$1.30
	Preschool	\$0.63	

### 4. Parent Fee Reduction Payment:

- (a) For the purpose of this article, the daily Parent Fee is as follows:
  - (i) If your Facility's full-time Parent Fee on your approved Program Confirmation Form is on a daily basis, this Parent Fee is your daily Parent Fee;
  - (ii) If your Facility's full-time Parent Fee on your approved Program Confirmation Form is on a monthly basis and the applicable month has 20 or more Business Days, divide your monthly Parent Fee by 20 to determine your daily Parent Fee; and

- (iii) If your Facility's full-time Parent Fee on your approved Program Confirmation Form is on a monthly basis and the applicable month has 19 or fewer Business Days, divide your monthly Parent Fee by 19 to determine your daily Parent Fee.

(b) Subject to section 5(e), for each month, the Parent Fee Reduction Payment will be calculated for each category as follows:

$$\text{Enrolment Report Totals} \times \text{daily CCFRI rate} = \text{Parent Fee Reduction Payment}$$

(c) Subject to section 4(d), the applicable daily CCFRI rate will be calculated as follows:

- (i) subject to section 4(e), for daily child enrolment over 4 hours:

$$\text{Daily Parent Fee} - 10 = \text{daily CCFRI rate}$$

- (ii) subject to section 4(e), for daily child enrolment 4 hours or less:

$$0.5(\text{Daily Parent Fee} - 10) = \text{daily CCFRI rate}$$

- (iii) subject to section 4(e), for daily child enrolment in Preschool (effective September 1, 2023):

$$\text{Daily Parent Fee} - 7 = \text{daily CCFRI rate}$$

(d) If we have advised you in writing that you are not required to comply with section 5(d) and that your Parent Fees may be reduced below the applicable Monthly Minimum Parent Fees set out in article 5, the daily CCFRI rate will be calculated as follows:

- (i) subject to section 4(e), for daily child enrolment over 4 hours:

$$\text{Daily Parent Fee} = \text{daily CCFRI rate}$$

- (ii) subject to section 4(e), for daily child enrolment 4 hours or less:

$$0.5(\text{Daily Parent Fee}) = \text{daily CCFRI rate}$$

- (iii) subject to section 4(e), for daily child enrolment in Preschool (effective September 1, 2023):

$$\text{Daily Parent Fee} = \text{daily CCFRI rate}$$

(e) For the purpose of calculating the Parent Fee Reduction Payment:

- (i) if the daily CCFRI rate as calculated in accordance with section 4(c) or (d) is less than the applicable Minimum Daily CCFRI Rate set out in Table 2 or 3 of this schedule, the daily CCFRI rate is deemed to be the applicable Minimum Daily CCFRI Rate; and

- (ii) if the daily CCFRI rate as calculated in accordance with section 4(c) or (d) exceeds the applicable Maximum Daily CCFRI Rate set out in Table 2 or 3 of this schedule, the daily CCFRI rate is deemed to be the applicable Maximum Daily CCFRI Rate.

(f) You will, at our request, provide us additional information regarding operable days or periods of closure in a Facility.

(g) We may, at our sole discretion, supplement your monthly Parent Fee Reduction Payment if your reported Parent Fees are less than your usual Parent Fees as a result of unpaid closures or unforeseen circumstances outside of your control.

(h) Table 2 sets out the Minimum and Maximum Daily CCFRI Rates for Enrolments for months with **20 or more Business Days**:

Table 2					
Effective start of Funding Term	CCFRI Eligible Care Category	4 Hours or Less		Over 4 Hours	
		Minimum Daily CCFRI Rate	Maximum Daily CCFRI Rate	Minimum Daily CCFRI Rates	Maximum Daily CCFRI Rates
	0-18 Months	\$8.75	\$22.50	\$17.50	\$45.00
	18-36 Months	\$8.75	\$22.50	\$17.50	\$45.00
	3 years to Kindergarten	\$2.50	\$13.62	\$5.00	\$27.25
	Kindergarten	\$2.50	\$8.00	\$5.00	\$16.00
Effective September 1, 2023	Grade 1 - 12 Years	\$0	\$2.87	\$0	\$5.75
	Preschool	\$0	\$4.75		

- (i) Table 3 sets out the Minimum and Maximum Daily CCFRI Rates for Enrolments for months with **19 or fewer Business Days**:

Table 3					
Effective start of Funding Term	CCFRI Eligible Care Category	4 Hours or Less		Over 4 Hours	
		Minimum Daily CCFRI Rate	Maximum Daily CCFRI Rate	Minimum Daily CCFRI Rate	Maximum Daily CCFRI Rate
	0-18 Months	\$9.21	\$23.68	\$18.42	\$47.36
	18-36 Months	\$9.21	\$23.68	\$18.42	\$47.36
	3 years to Kindergarten	\$2.63	\$14.34	\$5.26	\$28.68
	Kindergarten	\$2.63	\$8.42	\$5.26	\$16.84
Effective September 1, 2023	Grade 1 - 12 Years	\$0	\$3.02	\$0	\$6.05
	Preschool	\$0	\$5.00		

## 5. Reducing Parent Fees

(a) Subject to section 5(d), for full or part-time Enrolments that are consistent week to week, you are required to reduce Parent Fees for each Enrolled child by the applicable Monthly Parent Fee Reduction Amount indicated under section 5(b).

(b) Monthly Parent Fee Reduction Amounts and Monthly Minimum Parent Fees are as follows:

- (i) For **0-18 months and 18-36 months**:

Table 4					
Your Full-Time Monthly Parent Fee*	Days Per Week	4 Hours or Less		Over 4 Hours	
		Monthly Minimum Parent Fee	Monthly Parent Fee Reduction Amount	Monthly Minimum Parent Fee	Monthly Parent Fee Reduction Amount
More than \$1100 per month	5 days	\$140	\$450	\$200	\$900
	4 days	\$112	\$360	\$160	\$720
	3 days	\$84	\$270	\$120	\$540
	2 days	\$56	\$180	\$80	\$360
	1 day	\$28	\$90	\$40	\$180
\$550 to \$1100 per month	5 days	\$140	$(\text{Full time fee} - \$200) \times 0.5$	\$200	$(\text{Full time fee} - \$200)$
	4 days	\$112	$(\text{Full time fee} - \$200) \times 0.4$	\$160	$(\text{Full time fee} - \$200) \times 0.8$
	3 days	\$84	$(\text{Full time fee} - \$200) \times 0.3$	\$120	$(\text{Full time fee} - \$200) \times 0.6$
	2 days	\$56	$(\text{Full time fee} - \$200) \times 0.2$	\$80	$(\text{Full time fee} - \$200) \times 0.4$
	1 day	\$28	$(\text{Full time fee} - \$200) \times 0.1$	\$40	$(\text{Full time fee} - \$200) \times 0.2$
Less than \$550 per month	5 days	\$0	\$175	\$0	\$350
	4 days	\$0	\$140	\$0	\$280
	3 days	\$0	\$105	\$0	\$210
	2 days	\$0	\$70	\$0	\$140
	1 day	\$0	\$35	\$0	\$70

(ii) For 3 years to Kindergarten:

Table 5					
Your Full-Time Monthly Parent Fee*	Days Per Week	4 Hours or Less		Over 4 Hours	
		Monthly Minimum Parent Fee	Monthly Parent Fee Reduction Amount	Monthly Minimum Parent Fee	Monthly Parent Fee Reduction Amount
More than \$745 per month	5 days	\$140	\$272.50	\$200	\$545
	4 days	\$112	\$218	\$160	\$436
	3 days	\$84	\$163.50	\$120	\$327
	2 days	\$56	\$109	\$80	\$218
	1 day	\$28	\$54.50	\$40	\$109
\$300 to \$745 per month	5 days	\$140	$(\text{Full time fee} - \$200) \times 0.5$	\$200	$(\text{Full time fee} - \$200)$
	4 days	\$112	$(\text{Full time fee} - \$200) \times 0.4$	\$160	$(\text{Full time fee} - \$200) \times 0.8$
	3 days	\$84	$(\text{Full time fee} - \$200) \times 0.3$	\$120	$(\text{Full time fee} - \$200) \times 0.6$
	2 days	\$56	$(\text{Full time fee} - \$200) \times 0.2$	\$80	$(\text{Full time fee} - \$200) \times 0.4$
	1 day	\$28	$(\text{Full time fee} - \$200) \times 0.1$	\$40	$(\text{Full time fee} - \$200) \times 0.2$
Less than \$300 per month	5 days	\$0	\$50	\$0	\$100
	4 days	\$0	\$40	\$0	\$80
	3 days	\$0	\$30	\$0	\$60
	2 days	\$0	\$20	\$0	\$40
	1 day	\$0	\$10	\$0	\$20

(iii) For **Kindergarten:**

<b>Table 6</b>					
<b>Your Full-Time Monthly Parent Fee*</b>	<b>Days Per Week</b>	<b>4 Hours or Less</b>		<b>Over 4 Hours</b>	
		<b>Monthly Minimum Parent Fee</b>	<b>Monthly Parent Fee Reduction Amount</b>	<b>Monthly Minimum Parent Fee</b>	<b>Monthly Parent Fee Reduction Amount</b>
More than \$520 per month	5 days	\$140	\$160	\$200	\$320
	4 days	\$112	\$128	\$160	\$256
	3 days	\$84	\$96	\$120	\$192
	2 days	\$56	\$64	\$80	\$128
	1 day	\$28	\$32	\$40	\$64
\$300 to \$520 per month	5 days	\$140	$(\text{Full time fee} - \$200) \times 0.5$	\$200	$(\text{Full time fee} - \$200)$
	4 days	\$112	$(\text{Full time fee} - \$200) \times 0.4$	\$160	$(\text{Full time fee} - \$200) \times 0.8$
	3 days	\$84	$(\text{Full time fee} - \$200) \times 0.3$	\$120	$(\text{Full time fee} - \$200) \times 0.6$
	2 days	\$56	$(\text{Full time fee} - \$200) \times 0.2$	\$80	$(\text{Full time fee} - \$200) \times 0.4$
	1 day	\$28	$(\text{Full time fee} - \$200) \times 0.1$	\$40	$(\text{Full time fee} - \$200) \times 0.2$
Less than \$300 per month	5 days	\$0	\$50	\$0	\$100
	4 days	\$0	\$40	\$0	\$80
	3 days	\$0	\$30	\$0	\$60
	2 days	\$0	\$20	\$0	\$40
	1 day	\$0	\$10	\$0	\$20

(iv) For **Grade 1 - 12 Years** (Effective September 1, 2023):

<b>Table 7</b>					
<b>Your Full-Time Monthly Parent Fee*</b>	<b>Days Per Week</b>	<b>4 Hours or Less</b>		<b>Over 4 Hours</b>	
		<b>Monthly Minimum Parent Fee</b>	<b>Monthly Parent Fee Reduction Amount</b>	<b>Monthly Minimum Parent Fee</b>	<b>Monthly Parent Fee Reduction Amount</b>
More than \$315 per month	5 days	\$140	\$57.50	\$200	\$115
	4 days	\$112	\$46	\$160	\$92
	3 days	\$84	\$34.50	\$120	\$69
	2 days	\$56	\$23	\$80	\$46
	1 day	\$28	\$11.50	\$40	\$23
\$200 to \$315 per month	5 days	\$140	(Full time fee - \$200) x 0.5	\$200	(Full time fee - \$200)
	4 days	\$112	(Full time fee - \$200) x 0.4	\$160	(Full time fee - \$200) x 0.8
	3 days	\$84	(Full time fee - \$200) x 0.3	\$120	(Full time fee - \$200) x 0.6
	2 days	\$56	(Full time fee - \$200) x 0.2	\$80	(Full time fee - \$200) x 0.4
	1 day	\$28	(Full time fee - \$200) x 0.1	\$40	(Full time fee - \$200) x 0.2
\$200 per month or less	Any	\$0	\$0	\$0	\$0

(v) For **Preschool** (Effective September 1, 2023):

<b>Table 8</b>			
<b>Your Full-Time Monthly Parent Fee*</b>	<b>Days Per Week</b>	<b>Monthly Minimum Parent Fee</b>	<b>Monthly Parent Fee Reduction Amount</b>
More than \$235 per month	5 days	\$140	\$95
	4 days	\$112	\$76
	3 days	\$84	\$57
	2 days	\$56	\$38
	1 day	\$28	\$19
\$140 to \$235 per month	5 days	\$140	(Full time fee - \$140)
	4 days	\$112	(Full time fee - \$140) x 0.8
	3 days	\$84	(Full time fee - \$140) x 0.6
	2 days	\$56	(Full time fee - \$140) x 0.4
	1 day	\$28	(Full time fee - \$140) x 0.2
\$140 per month or less	Any	\$0	\$0

\*If your Facility determines the full-time Parent Fee on a daily rather than monthly basis, multiply your daily Parent Fee by 20 to determine the Full-Time Monthly Parent Fee.

(c) Subject to section 5(d) of this schedule, for full or part-time Enrolments that are inconsistent week to week, you are required to reduce Parent Fees for each Enrolled child by the applicable Monthly Parent Fee Reduction Amount calculated as follows, using the daily CCFRI rate calculated under article 4:

- (i) for monthly Enrolments where all Enrolment days are 4 hours or less, or all Enrolment days are over 4 hours:

*number of Enrolment days in the month X daily CCFRI rate = Monthly Parent Fee Reduction Amount*

- (ii) for monthly Enrolments that include Enrolment days that are 4 hours or less and Enrolment days that are over 4 hours:

*(number of Enrolment days of 4 hours or less in the month X daily CCFRI rate)  
+ (number of Enrolment days over 4 hours in the month X daily CCFRI rate)  
= Monthly Parent Fee Reduction Amount*

(d) Unless we have advised you otherwise in writing, Parent Fees will not be reduced below the Monthly Minimum Parent Fees indicated in section 5(b) of \$10 per day (up to \$200 per month) for care over 4 hours and \$7 per day (up to \$140 per month) for care of 4 hours or less.

(e) If the Parent Fee Reduction Payment calculated under section 4(b) is:

- (i) higher than your Parent Fee Reduction Amount under article 5, the surplus will be considered part of your CCFRI Provider Payment; and
- (ii) less than your Parent Fee Reduction Amount under article 5, at your request we may, at our sole discretion, supplement your Parent Fee Reduction Payment to match your Parent Fee Reduction Amount.

## SCHEDULE D - ECE Wage Enhancement Funding Payments

The ECE Wage Enhancement Funding Payments set out in this Schedule are applicable to you if you enrolled in the ECE Wage Enhancement. Subject to your compliance with the Agreement, we will pay you the following ECE Wage Enhancement Funding Payments:

### 1. ECE Wage Top-Up Funding

We will pay you the ECE Wage Top-Up Funding in the amount of \$4.00 for each Hour Worked by the ECE Employees up to a maximum of 195 hours per month per ECE Employee. You shall distribute the ECE Wage Top-Up Funding to each of those ECE Employees in accordance with section 5.1 of the Agreement. For those ECE Employees who are paid on a salaried (non-hourly) basis, the ECE Wage Top-Up Funding and ECE Portion of Statutory Benefits Funding will be paid based on a breakdown of Hours Worked by those ECE Employees.

### 2. Statutory Benefits Funding and the ECE Portion of Statutory Benefits Funding

We will provide Statutory Benefits Funding and the ECE Portion of Statutory Benefits Funding to you in the total amount of 19.56% for all ECE Wage Top-Up Funding Payments made under the Agreement. The portion of Statutory Benefits Funding set out in Column A of the table below is to compensate you for increased statutory benefit payment obligations arising from the ECE Wage Enhancement Funding Payments. The ECE Portion of Statutory Benefits Funding set out in Column B of the following table, is to cover extra statutory benefits owing from you to the ECE Employees as a result of the ECE Wage Enhancement Funding Payments.

<b>Column A</b> <b>Your Contributions</b> <b>(the "Statutory Benefits Funding")</b>	<b>Column B</b> <b>Benefits payable by You to ECE</b> <b>Employees (the "ECE Portion of Statutory</b> <b>Benefits Funding")</b>
<p><b>Note: This portion of the benefit funding covers your statutory benefit costs. It is not to be distributed to ECE Employees or other staff at your Facility, subject to section 3 (a) below.</b></p> <p>You will include the ECE Wage Top-Up Funding in taxable gross pay when calculating the following statutory benefits:</p>	<p><b>Note: This portion of the benefit funding is payable to the ECE Employees.</b></p> <p>You will pay the ECE Employees at a rate that includes the ECE Wage Top-Up Funding when calculating and paying the following benefits:</p>
<p>CPP (Canada Pension Plan), funded at 5.95% for the employer contribution portion.</p>	<p>Vacation Pay, funded at 5% (Note: You are required to pay ECE Employees vacation pay in accordance with the <i>Employment Standards Act</i>).</p>
<p>EI (Employment Insurance), funded at 2.28% for the employer contribution, which is 1.4 times the employee contribution.</p>	<p>Statutory Holiday Pay, funded at 4%, representing the following 10 days: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day and Christmas Day.</p>
<p>Workers Compensation Board (WCB) funded at 1.46%. WCB is an option for certain employers. Employers who do not pay WCB may reimburse their workplace insurance costs.</p>	

### 3. Benefit Surplus or Deficit

- a) The categories and percentages set out in Column A and Column B of the Table of section 2 above reflect mandatory statutory benefits. However, even after complying with your obligations with respect to the Statutory Benefits Funding and the ECE Portion of Statutory Benefits Funding, you may end up with a surplus of funds for those funding categories. In this instance, you will apply any such surplus Statutory Benefits Funding and ECE Portion of Statutory Benefits Funding toward your ECE Employee salaries or to fund additional statutory benefit expenses for them, such as additional EI or vacation/statutory holiday pay, for example.
- b) There may be instances in which the mandatory statutory benefits percentage amounts, set out in Column A and Column B of the Table in section 2 above, are less than the statutory benefits percentage amounts that you currently pay to your ECE Employees. Notwithstanding this, the Statutory Benefits Funding and the ECE Portion of Statutory Benefits Funding that we provide under this Agreement will be limited to those percentages set out in Table in section 2 above.

### 4. Employer Health Tax (EHT)

If your Facility will be subject to the Employer Health Tax (EHT), then you will also be entitled to receive EHT Reimbursement from us pursuant to sections 6.1, 6.2 and 6.3 to offset any increase in the EHT you are required to pay as a result of the ECE Wage Enhancement Funding.

Modification Agreement: C22CGP0356-1

**Child Care Operating Funding Program  
Licensed Child Care Providers**

**BETWEEN:**

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,  
represented by the Minister of Children and Family Development  
(the "Province", "us", "we" or "our", as applicable)

Child Care Benefit and Operating Funding Branch  
PO Box 9965 Stn Prov Govt  
Victoria BC V8W 9R4

**AND:**

ASPIRE RICHMOND SUPPORT SOCIETY  
170 - 7000 Minoru Blvd  
Richmond BC V6Y 3Z5  
CMCLELLAN@RSCL.ORG  
(the "Provider", "you", or "your" as applicable)

**BACKGROUND:**

- A. The parties entered into a Funding Agreement number C22CGP0356 and dated 01-APR-2021 (the "Funding Agreement").
- B. Both parties have agreed to modify the Funding Agreement.
- C. 1) The Provider has requested funding for a new Facility Licence.

AGREEMENT:

The parties agree as follows:

1. a) The document attached to this Modification Agreement and entitled Schedule A replaces the previous Schedule A attached to the Funding Agreement, Effective March 1, 2022.
- 2) In all other respects, the Funding Agreement is confirmed.

### SCHEDULE A - Child Care Services

Payments made under this Agreement are based on your Facility Licence for the following Facility as detailed in this Schedule.

**Name of Facility:** TREEHOUSE EARLY LEARNING CENTER

**Community Care Facility Licence #:** 3182225

**Organization-Facility ID #:** G-02959-02960

**Community Care and Assisted Living Act Facility Licence Details:**

Maximum Capacity: 25

Licence Category	Maximum Capacity by Care Type
Group Child Care (Under 36 months)	0
Group Child Care (30 months to School Age)	25
Preschool	0
Group Child Care (School Age)	0
Multi-Age Child Care	0

**Service Details:**

Days per week you provide child care: 5

Weeks per year you provide child care: 52

Number of preschool sessions offered per week: 0

Before school care offered: N

After school care offered: N

Before Kindergarten care offered: N

After Kindergarten care offered: N

**Extended Hours Details:**

(Before 6 am, after 7 pm, or overnight service regularly offered) N

Extended Hours - Maximum number of **days** per week: 0

Extended Hours - Maximum number of **weeks** per year: 0

Licence Category (Extended Hours)	Maximum Spaces Offered (4 Hours or Less)	Maximum Spaces Offered (More than 4 Hours)
Group Child Care (Under 36 months)	0	0
Group Child Care (30 months to School Age)	0	0
Group Child Care (School Age)	0	0
Multi-Age Child Care	0	0

### **SCHEDULE A - Child Care Services**

Payments made under this Agreement are based on your Facility Licence for the following Facility as detailed in this Schedule.

**Name of Facility:** SEEDLINGS EARLY CHILDHOOD DEVELOPMENT HUB

**Community Care Facility Licence #:** FA12443

**Organization-Facility ID #:** G-02959-24813

**Community Care and Assisted Living Act Facility Licence Details:**

Maximum Capacity: 12

<b>Licence Category</b>	<b>Maximum Capacity by Care Type</b>
Group Child Care (Under 36 months)	12
Group Child Care (30 months to School Age)	0
Preschool	0
Group Child Care (School Age)	0
Multi-Age Child Care	0

**Service Details:**

Days per week you provide child care: 5

Weeks per year you provide child care: 52

Number of preschool sessions offered per week:

Before school care offered: N

After school care offered: N

Before Kindergarten care offered: N

After Kindergarten care offered: N

**Extended Hours Details:**

(Before 6 am, after 7 pm, or overnight service regularly offered) N

Extended Hours - Maximum number of **days** per week: 0

Extended Hours - Maximum number of **weeks** per year: 0

<b>Licence Category (Extended Hours)</b>	<b>Maximum Spaces Offered (4 Hours or Less)</b>	<b>Maximum Spaces Offered (More than 4 Hours)</b>
Group Child Care (Under 36 months)	0	0
Group Child Care (30 months to School Age)	0	0
Group Child Care (School Age)	0	0
Multi-Age Child Care	0	0

### SCHEDULE A - Child Care Services

Payments made under this Agreement are based on your Facility Licence for the following Facility as detailed in this Schedule.

**Name of Facility:** SEEDLINGS EARLY CHILDHOOD DEVELOPMENT HUB

**Community Care Facility Licence #:** FA12444

**Organization-Facility ID #:** G-02959-24815

**Community Care and Assisted Living Act Facility Licence Details:**

Maximum Capacity: 25

Licence Category	Maximum Capacity by Care Type
Group Child Care (Under 36 months)	0
Group Child Care (30 months to School Age)	25
Preschool	0
Group Child Care (School Age)	0
Multi-Age Child Care	0

**Service Details:**

Days per week you provide child care: 5

Weeks per year you provide child care: 52

Number of preschool sessions offered per week:

Before school care offered: N

After school care offered: N

Before Kindergarten care offered: N

After Kindergarten care offered: N

**Extended Hours Details:**

(Before 6 am, after 7 pm, or overnight service regularly offered) N

Extended Hours - Maximum number of **days** per week: 0

Extended Hours - Maximum number of **weeks** per year: 0

Licence Category (Extended Hours)	Maximum Spaces Offered (4 Hours or Less)	Maximum Spaces Offered (More than 4 Hours)
Group Child Care (Under 36 months)	0	0
Group Child Care (30 months to School Age)	0	0
Group Child Care (School Age)	0	0
Multi-Age Child Care	0	0

### SCHEDULE A - Child Care Services

Payments made under this Agreement are based on your Facility Licence for the following Facility as detailed in this Schedule.

**Name of Facility:** SEEDLINGS EARLY CHILDHOOD DEVELOPMENT HUB

**Community Care Facility Licence #:** FA12445

**Organization-Facility ID #:** G-02959-24817

**Community Care and Assisted Living Act Facility Licence Details:**

Maximum Capacity: 50

Licence Category	Maximum Capacity by Care Type
Group Child Care (Under 36 months)	0
Group Child Care (30 months to School Age)	0
Preschool	0
Group Child Care (School Age)	50
Multi-Age Child Care	0

**Service Details:**

Days per week you provide child care: 5

Weeks per year you provide child care: 52

Number of preschool sessions offered per week:

Before school care offered: Y

After school care offered: Y

Before Kindergarten care offered: Y

After Kindergarten care offered: Y

**Extended Hours Details:**

(Before 6 am, after 7 pm, or overnight service regularly offered) N

Extended Hours - Maximum number of **days** per week: 0

Extended Hours - Maximum number of **weeks** per year: 0

Licence Category (Extended Hours)	Maximum Spaces Offered (4 Hours or Less)	Maximum Spaces Offered (More than 4 Hours)
Group Child Care (Under 36 months)	0	0
Group Child Care (30 months to School Age)	0	0
Group Child Care (School Age)	0	0
Multi-Age Child Care	0	0

### **SCHEDULE A - Child Care Services**

Payments made under this Agreement are based on your Facility Licence for the following Facility as detailed in this Schedule.

**Name of Facility:** SEEDLINGS EARLY CHILDHOOD DEVELOPMENT HUB

**Community Care Facility Licence #:** FA12446

**Organization-Facility ID #:** G-02959-24819

**Community Care and Assisted Living Act Facility Licence Details:**

Maximum Capacity: 20

<b>Licence Category</b>	<b>Maximum Capacity by Care Type</b>
Group Child Care (Under 36 months)	0
Group Child Care (30 months to School Age)	0
Preschool	20
Group Child Care (School Age)	0
Multi-Age Child Care	0

**Service Details:**

Days per week you provide child care: 5

Weeks per year you provide child care: 52

Number of preschool sessions offered per week: 5

Before school care offered: N

After school care offered: N

Before Kindergarten care offered: N

After Kindergarten care offered: N

**Extended Hours Details:**

(Before 6 am, after 7 pm, or overnight service regularly offered) N

Extended Hours - Maximum number of **days** per week: 0

Extended Hours - Maximum number of **weeks** per year: 0

<b>Licence Category (Extended Hours)</b>	<b>Maximum Spaces Offered (4 Hours or Less)</b>	<b>Maximum Spaces Offered (More than 4 Hours)</b>
Group Child Care (Under 36 months)	0	0
Group Child Care (30 months to School Age)	0	0
Group Child Care (School Age)	0	0
Multi-Age Child Care	0	0

Funding Agreement Number: C22CGP0356

**Child Care Operating Funding Program  
Licensed Child Care Providers**

THIS AGREEMENT is made the 01 day of April 2021

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,  
represented by the Minister of Children and Family Development  
("Province", "us", "we" or "our", as applicable)

Child Care Benefit and Operating Funding Branch  
PO Box 9965 Stn Prov Govt  
Victoria BC V8W 9R4

OF THE FIRST PART

AND:

ASPIRE RICHMOND SUPPORT SOCIETY  
170 - 7000 Minoru Blvd  
Richmond BC V6Y 3Z5  
CMCLELLAN@RSCL.ORG  
("Provider", "you", or "your", as applicable)

OF THE SECOND PART

We agree to provide funding to you under the *Child Care BC Act* in accordance with the terms and conditions set out in this Agreement and you agree to abide by such terms and conditions.

As a result, the Parties agree as follows:

## 1 DEFINITIONS:

### 1.1 In this Agreement:

- a) **"Administrative Top-up Payment"** means that portion of the CCFRI Payment that is provided to you, if you are enrolled in the Child Care Fee Reduction Initiative, in order to offset any administrative costs associated with your administration of the Parent Fee Reduction Payments;
- b) **"Casual ECE Employee"** means a Front-line ECE Employee who provides Direct Care at the Facility in a substitute or casual capacity;
- c) **"CCFRI Eligible Care Category"** means either the "Under 36 months" care category or the "3 years to Kindergarten" care category;
- d) **"CCFRI Payment"** means a payment, described in Schedule C, that we provide to you each month if you are enrolled in the Child Care Fee Reduction Initiative, and that are comprised of the:
  - i. Administrative Top-up Payment; and
  - ii. Parent Fee Reduction Payment;
- e) **"CCOF Base Funding Payment"** means the base funding payment that we provide to you if you are enrolled in the Child Care Operating Funding Program as described in section 3 and Schedule B (*CCOF Base Funding Payments*) and that is based on the Child Care Services that you provide;
- f) **"Child Care Fee Reduction Initiative" or "CCFRI"** refers to the initiative under which the Child Care Fee Reduction Initiative Payments may be paid to enrolled Providers;
- g) **"Child Care Operating Funding Program" or "Program"** means the program under which the CCOF Base Funding Payments may be paid to enrolled Providers;
- h) **"Child Care Provider Profile"** means our annual survey of Facility information;
- i) **"Child Care Services"** means your provisioning of licensed child care, as categorized by the Province, to Enrolled children at a Facility, as detailed in Schedule A (*Child Care Services*);
- j) **"Direct Care"** means being directly responsible for and engaged in the care and supervision of Enrolled or Drop-In Space children at the Facility;
- k) **"Direct Care Staff"** means staff employed at the Facility on either a full-time, part-time, or casual basis providing Direct Care, and includes ECE Employees;
- l) **"Discounted Parent Fee"** means any Parent Fee that you charge for a child to occupy an Enrolled Space at your Facility (exclusive of any Optional Fee), which is lower than the Parent Fee reported to us for the corresponding care category on your Program Confirmation Form. For clarity, Discounted Parent Fee includes, as examples: legacy rates, sibling discounts, and other discounted rates you provide for specific families;

- m) **"Drop-In Space"** means the utilization of a non-Enrolled Space on a casual or emergency basis;
- n) **"ECE"** means any individual who holds a current Early Childhood Educator, Infant and Toddler Educator, or Special Needs Educator certificate issued by the BC Early Childhood Educator Registry, and such certificate has not been suspended, cancelled, or expired;
- o) **"ECE Employee"** means an ECE employed at your Facility on either a full-time or part-time basis who works in a Front-line capacity but does not include any ECE whom you engage as an independent contractor. An ECE Employee also includes:
  - i. the owner or co-owner of a Facility so long as such owner or co-owner is an ECE working in a Front-line capacity; and
  - ii. Casual ECE Employees working in a Front-line capacity;
- p) **"ECE Portion of Statutory Benefits Funding"** means, if you are enrolled in the ECE Wage Enhancement, that portion of Statutory Benefits Funding set out in Column B of the table in section 2 of Schedule D (*ECE Wage Enhancement Funding Payments*) that must be paid to eligible ECE Employees as statutory benefits to which they are legally entitled as a result of the ECE Wage Top-Up Funding;
- q) **"ECE Wage Enhancement"** means, if you are enrolled in the ECE Wage Enhancement, our provision of a wage enhancement to ECE Employees indirectly through you, which is based on the ECE Employee's Hours Worked at your Facility;
- r) **"ECE Wage Enhancement Funding"** means, collectively, the ECE Wage Top-Up Funding, the Statutory Benefits Funding, the ECE Portion of Statutory Benefits Funding, and, if applicable, the Employer Health Tax Funding that you will receive if you are enrolled in the ECE Wage Enhancement;
- s) **"ECE Wage Top-Up Funding"** means, if you are enrolled in the ECE Wage Enhancement, the payment made to you each month in accordance with the funding rate set out in section 1 of Schedule D (*ECE Wage Enhancement Funding Payments*);
- t) **"Employer Health Tax Funding" or "EHT Funding"** means, if you are enrolled in the ECE Wage Enhancement, the funding that we provide to you as detailed in section 6 if you are required to pay the Employer Health Tax (the EHT Funding offsets additional Employer Health Tax payment obligations that you may incur as a result of participating in the ECE Wage Enhancement);
- u) **"Enrolled Space"** means a child care space allocated to a particular child at your Facility as per that child's Enrolment;
- v) **"Enrolment" or "Enrolled"** refers to the registration of children full-time or part-time in any given month, for a specific category of Child Care Services and on specific days at your Facility within the Maximum Capacity;

- w) **"Enrolment Report"** means, for each Facility, the monthly report that, for each day of each month, and only for the days the Facility is open and providing Child Care Services, sets out:
  - i. the total number of Enrolled Spaces and Drop-In Spaces;
  - ii. the number of Vacant Spaces, if any; and
  - iii. such other information as we may reasonably require;
- x) **"Extended Hours"** means the additional hours of operation each Facility is open and providing child care before 6:00 a.m., after 7:00 p.m., or overnight;
- y) **"Facility"** means each location of Child Care Services, operated by you, for which a Facility Licence has been issued, and that is identified in Schedule A (*Child Care Services*);
- z) **"Facility Licence"** means a valid child care facility licence issued under the *Community Care and Assisted Living Act*;
- aa) **"Front-line"** means an ECE Employee working in either a full-time or part-time capacity who spends:
  - i. 50% or more of their working time at your Facility in Direct Care of Enrolled or Drop-In Space children; and
  - ii. the remaining percentage of their working time at any one of your Facilities covered by this Funding Agreement performing child care related duties, which could include administrative activities necessary for the child care operation;
- bb) **"Hours Worked"** means regular hours or overtime hours, where an ECE Employee is paid wages for Front-line activities at your Facility, not including:
  - i. sick time, parental leave, long-term disability, vacation, or unpaid leave; or
  - ii. time spent solely caring for children for whom the ECE Employee is a Parent (as defined herein) or is otherwise a parent or person standing in the place of a parent;
- cc) **"Maximum Capacity"** means the total number of child care spaces allowed at any one time under the Facility Licence;
- dd) **"Ministry"** means the Ministry of Children and Family Development;
- ee) **"Monthly ECE Report"** means the monthly report that you are, if you are enrolled in the ECE Wage Enhancement, required to complete and submit to us in accordance with section 7.2;

- ff) **"Optional Fee"** means any fee that you charge or seek to charge a Parent for optional services rendered, including any fee for meals and for pick-up and drop-off services. For clarity, if a Parent does not opt to receive such optional services, no such optional fee shall be charged to that Parent and the Parent's child will receive the usual, continuous care at your Facility for which the Parent Fee applies;
- gg) **"Parent"** means a parent or a person standing in the place of a parent with respect to a child Enrolled in an Enrolled Space at your Facility;
- hh) **"Parent Fee"** means the fee that you charge a Parent or other party for the Parent's child to occupy an Enrolled Space at your Facility (exclusive of any Optional Fee);
- ii) **"Parent Fee Increase"** means, in respect of the Parent Fee, any increase that applies either to existing or to newly Enrolled children, including imposing a new Optional Fee for a service that was previously included in the Parent Fee, subject to the following additional stipulations in respect of this definition:
  - i. a reduction of hours of operation or services previously included in the Parent Fee, and the imposition of added fees for these same hours or services, will be considered a Parent Fee Increase, and
  - ii. imposing a new Optional Fee for a service that was not previously included in the Parent Fee (including an extension of your hours of operation) will not be considered a Parent Fee Increase;
- jj) **"Parent Fee Reduction Payment"** means the payment provided to you (if you are enrolled in the Child Care Fee Reduction Initiative) for each child Enrolled in a CCFRI Eligible Care Category;
- kk) **"Program Confirmation Form"** means our required form that you or your duly authorized representative must complete and submit to us to be considered for enrolment in the Program and to receive one or more of the following categories of funding:
  - i. CCOF Base Funding Payment;
  - ii. CCFRI Payment under the Child Care Fee Reduction Initiative; and
  - iii. the ECE Wage Enhancement Funding under the ECE Wage Enhancement;
- ll) **"Statutory Benefits Funding"** means, in addition to the ECE Portion of Statutory Benefits Funding, the funding provided by us to offset your cost of increased statutory benefits obligations for ECE Employees as a result of the ECE Wage Top-Up Funding, as set out in this Agreement and in Schedule D (*ECE Wage Enhancement Funding Payments*);
- mm) **"Vacant Spaces"** means the number of available child care spaces at a Facility that are not filled through Enrolment.

## 2 TERM

- 2.1 The term of this Agreement begins on April 1, 2021 and ends on March 31, 2022, subject to:
- a) earlier termination as provided for under this Agreement; and
  - b) sections 2.2, 2.3, 2.4 and 2.5, as applicable.
- 2.2 If we provide you with written approval of your enrolment in the Program, and if you provide us with all information that we may require within the timeframe specified by us, the term of this Agreement will begin on the date set out in a) or b) below, as applicable:
- a) if you were enrolled in the Program the year immediately before (April 1, 2020 – March 31, 2021), the term of this Agreement will commence on April 1, 2021; or
  - b) if you were not enrolled in the Program the year immediately before (April 1, 2020 – March 31, 2021), the term of this Agreement will commence at such time as we determine.
- 2.3 If we provide you with written approval of your enrolment in the Child Care Operating Funding Program or in the CCFRI prior to April 1, 2021, then we may provide the first payment for one or both funding categories prior to April 1, 2021. In this case, the terms of this Agreement will be deemed to apply with respect to any such early payments.
- 2.4 If we provide you with written approval of your enrolment in the CCFRI or the ECE Wage Enhancement, the terms of this Agreement applicable to such funding will become effective on the date specified by us in such approval.
- 2.5 We may, at our discretion, temporarily approve your enrolment in either the CCFRI or the ECE Wage Enhancement pending our final decision. If this circumstance applies to you, we will notify you in writing of your temporary approval status. The terms of this Agreement will apply during any such temporary approval period as if you were enrolled, and:
- a) in the case of us providing a final decision in favour of enrolment in one or more of these funding categories, the terms of this Agreement will continue to apply for the remainder of the term; or
  - b) in the case of us providing a final decision disallowing further enrolment in one or more of these funding categories, the funding applicable to those impacted categories will cease on the date that we indicate. If a final decision results in you not receiving any further funding under this Agreement at all, then this Agreement will end on the date that we indicate. In such a scenario, you are required to comply with your obligations under the Agreement up to the date that it terminates, subject to section 18.1.

### 3 CCOF BASE FUNDING

- 3.1 If we have provided you with written approval of your enrolment in the Child Care Operating Funding Program, we will pay you the CCOF Base Funding Payment each month in accordance with the funding rates and terms set out in Schedule B (*CCOF Base Funding Payments*). Upon such enrolment in the Program you:
- a) must comply with the *Community Care and Assisted Living Act*, and all other applicable statutes and laws;
  - b) must provide and continue to provide the Child Care Services detailed in Schedule A (*Child Care Services*);
  - c) must notify the Province in writing within two business days of any change to your Facility Licence or your Child Care Services in the manner and format provided by us;
  - d) must continue to be in good standing with BC Registries and Online Services if you are a corporation or society;
  - e) must remain in compliance with any other agreement or arrangement in place between you and us;
  - f) agree that you will:
    - i. provide Child Care Services to children whose parents may have been issued a subsidy under the *Child Care Subsidy Act*, known as the Affordable Child Care Benefit, and
    - ii. claim for the payments resulting from such child care subsidy;
  - g) agree that you will make every reasonable effort to provide an inclusive and supportive environment for all Enrolled or Drop-in Space children, including children with support needs;
  - h) must complete and submit to us, for each Facility set out in Schedule A (*Child Care Services*), the 2021/2022 Child Care Provider Profile within such time period as we may require; and
  - i) must otherwise comply with your obligations under this Agreement, including your reporting requirements.

### 4 CHILD CARE FEE REDUCTION INITIATIVE

- 4.1 If the Province has provided you with written approval or written temporary approval of your enrolment in the CCFRI, the Province will pay you the CCFRI Payments each month in accordance with the funding rates and terms set out in Schedule C (*Child Care Fee Reduction Initiative Payments*), subject to you continuing to provide Child Care Services to Enrolled children in any of the CCFRI Eligible Care Categories. Upon such written approval of your enrolment in the CCFRI you must:

- a) within 30 days of having received written approval or temporary approval from us of your enrolment in the CCFRI, notify all Parents of Enrolled children in respect of whom the CCFRI Payments apply, in writing, of the following:
  - i. confirmation of your Facility's enrolment in the CCFRI;
  - ii. the amount of Parent Fee Reduction Payment that your Facility receives per Enrolled Space for the CCFRI Eligible Care Category applicable to the Enrolled child, including any follow up communications about any increases or decreases in funding amounts as determined by us from time to time; and
  - iii. the amount of any Province-approved Parent Fee Increase applicable to the Enrolled child, including any Parent Fee Increase for part-time enrolments during the term of this Agreement.
- b) within 30 days of having received written approval from us for any Parent Fee Increase that we approved based on your represented intention and commitment to increase the remuneration for Direct Care Staff, notify the affected Direct Care Staff in writing of our approval and this reason for approval;
- c) decrease the Parent Fee for each child Enrolled in any of the CCFRI Eligible Care Categories by the amount required as set out in Schedule C (*Child Care Fee Reduction Initiative Payments*);
- d) not implement a Parent Fee Increase for the children Enrolled in the CCFRI Eligible Care Categories beyond any Parent Fee Increases that we have approved in writing;
- e) not implement a Parent Fee Increase to any part-time Parent Fee or Discounted Parent Fee for the children Enrolled in any of the CCFRI Eligible Care Categories beyond what is reasonably proportional to any Parent Fee Increases for full-time Enrolment approved by us. We have the right and the discretion to determine whether any such increase to a part-time Parent Fee or Discounted Parent Fee is reasonably proportional;
- f) not charge a Parent Fee for children Enrolled in any CCFRI Eligible Care Category for Facility closures beyond those approved by us during the term of this Agreement;
- g) remain enrolled for the duration of this Agreement, unless you no longer have a Facility Licence to provide Child Care Services in any CCFRI Eligible Care Category; and
- h) otherwise comply with your obligations under this Agreement, including your reporting requirements in section 7.1.

## 5 ECE WAGE ENHANCEMENT FUNDING

- 5.1 If we have provided you with written approval or written temporary approval of your enrolment in the ECE Wage Enhancement, we will pay you the ECE Wage Enhancement Funding each month in accordance with the funding rates and terms set out in Schedule D (*ECE Wage Enhancement Funding Payments*). Upon enrolment in the ECE Wage Enhancement, you must:
- a) within 30 days of having received written approval or written temporary approval from us, notify all eligible ECE Employees in writing:
    - i. of your Facility's enrolment in the ECE Wage Enhancement; and
    - ii. that all ECE Wage Enhancement Funding is provided by us and that it is discretionary and subject to modification or discontinuation;
  - b) ensure all eligible ECE Employees for whom you are required to submit Monthly ECE Reports immediately sign a written acknowledgement in the manner and format provided by us which confirms their knowledge, consent, and authorization to you collecting and disclosing to us the eligible ECE Employee's personal information and other information for the purposes of the administration, ongoing planning, evaluation, and auditing of the ECE Wage Enhancement;
  - c) subject to the vacation pay exception in section 5.1 d) below, distribute the ECE Wage Top-Up Funding and the ECE Portion of Statutory Benefits Funding that you receive from us to each eligible ECE Employee as soon as possible, but no later than 30 days after receipt, or such longer period as we may first approve in writing;
  - d) in circumstances where ECE Employees at your Facility do not take their earned vacation until (i) more than 30 days after you receive the ECE Wage Enhancement Funding, or (ii) after this Agreement expires, pay the amount of the ECE Portion of Statutory Benefits Funding that is owed to such ECE Employees for vacation pay in accordance with the time periods as set out in the *Employment Standards Act* rather than the 30 day period set out in section 5.1 c) above;
  - e) for ECE Employees at your Facility who leave their employment or are terminated, make arrangements to provide them with any outstanding payments that may be owed to them under this Agreement for their Hours Worked up to the date such employment ends;
  - f) distribute the ECE Wage Top-Up Funding over and above the regular hourly wages of the eligible ECE Employees and not use any of the ECE Wage Enhancement Funding to replace eligible ECE Employee wages that you would normally pay them, nor use such funding to replace scheduled wage/salary increases;
  - g) remain enrolled in the ECE Wage Enhancement for the duration of this Agreement; and

- h) otherwise comply with your obligations under this Agreement, including without limitation, your reporting requirements for the ECE Wage Enhancement in section 7.2.

5.2 We are not responsible to pay or otherwise reimburse you for any cost, loss, fine, damage, or other financial obligation that you may suffer or incur due to your failure to provide the notice referenced in section 5.1 a) above to your eligible ECE Employees.

## **6 EMPLOYER HEALTH TAX (EHT) FUNDING**

6.1 Subject to sections 6.2 and 6.3, if we have provided you with written approval or written temporary approval of your enrolment in the ECE Wage Enhancement, then we will pay you EHT Funding to offset any increase in the Employer Health Tax that you are required to pay as a result of the ECE Wage Enhancement during the years:

- a) 2022 for the tax year 2021; and
- b) 2023 for the tax year 2022.

6.2 EHT Funding is subject to you first providing us with a copy of your final Notice of Assessment for the tax years 2021 and 2022, and such other documentation as we may require (collectively, the "Notice of Assessment Documentation"), by no later than August 31, 2022 for the tax year 2021, and no later than August 31, 2023 for the tax year 2022.

6.3 If, upon your request, the Province has approved an arrangement for the payment of the EHT Funding prior to the availability of your Notice of Assessment Documentation, the following conditions will apply:

- a) you must provide such documentation to us in accordance with the time periods set out in section 6.2; and
- b) the EHT Funding is subject to adjustment upon confirmation of the actual amount of the increase to the EHT, owed and remitted by you, that you are required to pay as a result of the ECE Wage Enhancement and, if an overpayment of EHT Funding has occurred, you will owe us the amount equal to such overpayment.

## **7 RECORDS AND REPORTING REQUIREMENTS**

7.1 If you are enrolled in the Child Care Operating Funding Program only, or if you are enrolled in the Child Care Operating Funding Program and in the CCFRI, you must:

- a) create and retain for each child: the name, date of birth, date of Enrolment in the Facility, and Parent Fee charged for each Enrolled child, a monthly schedule of confirmed Enrolled Spaces, and daily attendance records indicating for each day whether the child is absent or, if the child is present, the time of arrival and departure;
- b) create and maintain accurate Enrolment Reports; and

- c) submit your Enrolment Reports to us any time between the 15th day of the month immediately before the applicable reporting month and the 15th day of the month immediately following the applicable reporting month. For example, for June, you must submit your Enrolment Report(s) between May 15th and July 15th.

7.2 If you are enrolled in the ECE Wage Enhancement, you must:

- a) ensure that monthly Hours Worked by ECE Employees are documented on personnel attendance records and retained for verification and audit purposes;
- b) keep each ECE Employee's signed written acknowledgement referenced in section 5.1 b) on file and provide a copy to us upon our request;
- c) create and maintain complete and accurate Monthly ECE Reports including all Hours Worked by all ECE Employees during the applicable month; and
- d) submit your Monthly ECE Reports to us any time between the 1st day and the 15th day of the month immediately following the applicable reporting month. For example, for June, you must submit your Monthly ECE Report(s) between July 1st and July 15th.

## 8 PAYMENTS

- 8.1 You must not commit or purport to commit us to pay any money unless specifically authorized by this Agreement.
- 8.2 The funding provided to you under this Agreement is subject to the *Financial Administration Act*, which makes the obligation to pay subject to an appropriation being available in the fiscal year of the Province during which payments become due.
- 8.3 Despite any other provision in this Agreement, the Province may, on 30 days written notice to you, change the funding rates set out in Schedule B (*CCOF Base Funding Payments*), Schedule C (*Child Care Fee Reduction Initiative Payments*), and Schedule D (*ECE Wage Enhancement Funding Payments*).
- 8.4 Without limiting any other rights that we have under this Agreement, if we receive any information that leads us to conclude that any funding made or to be made under this Agreement may not be used or is not being used as intended or required under this Agreement, we reserve the right, at our discretion, to discontinue payment of some or all of the funding.

## 9 INFORMATION MANAGEMENT AND PRIVACY PROTECTION

- 9.1 You must retain the records described in section 7 for the term of this Agreement and for at least two years following the expiration or termination of this Agreement.

- 9.2 You agree that the Province does not have control of the records described in section 7 provisions.
- 9.3 If you are subject to the *Freedom of Information and Protection of Privacy Act* or the *Personal Information Protection Act*, you must ensure that you comply with the legislation that applies to you with respect to any recorded personal information you collect or otherwise receive about an identifiable individual in connection with this Agreement, including obtaining any consents or authorizations necessary for you to comply with your obligations under this Agreement.
- 9.4 You must make reasonable security arrangements, including ensuring that you have reasonable and adequate systems security measures in place, to protect the records (including any personal information) described in section 7 from unauthorized access, use, disclosure or disposal.

## 10 AUDIT AND SERVICE EVALUATION

- 10.1 You must comply with all requests for information made by us in connection with this Agreement in the form, manner and time frame specified by us.
- 10.2 For audit purposes, you must permit us or our designates at any time during normal business hours to access and review any and all records relevant to this Agreement for the duration of this Agreement and for at least two years following the expiration or termination of this Agreement.
- 10.3 You must provide clear notice to Parents that limited personal information about them and their Enrolled children will be provided to us and our authorized representatives when required by us for the purposes of administering, evaluating, planning, and auditing the provision of funding under this Agreement.
- 10.4 You must participate in the provincial program evaluations as requested and allow us or any person authorized by us to have access to information for the purpose of conducting such evaluations for the duration of this Agreement and for at least two years following the expiration or termination of this Agreement.

## 11 PUBLIC ANNOUNCEMENTS AND COMMUNICATIONS

- 11.1 You must cooperate with us as requested in making public announcements and advertising, and posting signage acknowledging our contribution to each Facility, the form, content and location of which will be as determined by us.
- 11.2 Unless you provide reasonable grounds for why we should not do so, and those grounds are deemed acceptable by us, we reserve the right to publicly advertise each Facility named in this Agreement, including the corresponding Province-approved Parent Fees if enrolled in the CCFRI, on the Child Care Map, BC Data Catalogue and any other of the Province's public websites.

- 11.3 We will share certain high-level information, about the CCFRI and the ECE Wage Enhancement, applicable to the term of the Agreement, if requested by interested third parties, such as Parents and Direct Care Staff, who contact the Ministry. We are under no obligation to verify the identity of any third party requesting such information. The high-level information that we reserve the right to share about your Facility in respect of the CCFRI and the ECE Wage Enhancement is:
- a) the status of any application;
  - b) the date of any application;
  - c) the general reason for approval or denial of any application;
  - d) whether you have applied to enroll in, or have opted out of, the CCFRI; and
  - e) if you are enrolled in the CCFRI:
    - i. any Province approved Parent Fee;
    - ii. any Province approved Parent Fee Increase, and the timing of the increase; and
    - iii. any Provider request for a Parent Fee Increase based on your stated intention and commitment to increase the remuneration of Direct Care Staff (separate from the ECE Wage Enhancement), including whether any such request for approval was made, the status of the request, the date upon which any such request was approved or denied, and the general reasons for any approval or denial.

## 12 REPRESENTATIONS AND WARRANTIES

- 12.1 You represent and warrant to us that:
- a) all information that you provided to us to apply for any funding under this Agreement is true and correct in all respects; and
  - b) that any information you are required to provide to us, including without limitation, the content of all forms and reports that you are required to maintain or produce under this Agreement, is true and correct in all respects.
- 12.2 All representations, warranties, covenants and agreements that you make in this Agreement, and all certificates, other documents or information that you deliver or that are delivered on your behalf are material and will conclusively be deemed to have been relied upon by us, despite any prior or subsequent investigation by us, and they shall survive the payment of the funding under this Agreement and the fulfillment of all other obligations under this Agreement.

- 12.3 You acknowledge that if you provide us with information that is false or misleading in order to obtain funds under this Agreement that this will be considered an Event of Default under section 14.1 and you will also be subject to penalties upon conviction under section 9 of the *Child Care BC Act*.
- 12.4 You must notify us immediately if you discover an error or inaccuracy in the information you provided to us on your completed Program Confirmation Form, any other form or information, including without limitation, any reports you are required to provide under this Agreement. If, in our determination, such error or inaccuracy impacts (a) your ability to receive one or more categories of funding; or (b) the amounts under such funding categories, then we reserve the right to either re-evaluate your eligibility to be enrolled in any of the funding categories in this Agreement or modify the amounts payable to you under one or more of them, depending on the nature of the inaccuracy.

### 13 COVENANTS

- 13.1 You will comply with all the terms and requirements set out in this Agreement.
- 13.2 You will not provide any services to any third party in circumstances which, in our reasonable opinion, could give rise to a conflict of interest between your duties to that person and your duties to us under this Agreement.

### 14 EVENTS OF DEFAULT AND TERMINATION

- 14.1 Any of the following events constitute an 'Event of Default' whether it is voluntary, involuntary or results from the operation of law or any judgment or order of any court or administrative or government body:
- a) you fail to comply with any provision of this Agreement or any other agreement you have entered into with us and have not, to our satisfaction, rectified the failure within any time limit set by us;
  - b) any representation or warranty you have made in applying for funding or any information, licence, statement, certificate or report you submit to us under this Agreement is untrue or incorrect;
  - c) you have an amount owing to us for which no payment plan has been established and approved by us;
  - d) you do not make the repayment referred to in section 15.1, within the timeframe specified in section 15.2;
  - e) you continue to receive payments from us under this Agreement to which you are not entitled after having failed to inform us of any loss, suspension, revocation or cancellation of your Facility Licence;

- f) you cease, in our opinion, to operate a Facility;
- g) an order is made, or a resolution is passed, or a petition is filed for the liquidation or winding up of your assets or your child care business; or
- h) you become insolvent, commit an act of bankruptcy, or make an assignment of your assets for the benefit of your creditors or otherwise acknowledge your insolvency.

14.2 Upon the occurrence of any Event of Default and at any time after that we may, despite any other provision of this Agreement, by written notice to you do one or more of the following:

- a) require you to take such action within such time period as we determine in our discretion to rectify the incident which gave rise to the Event of Default and, upon our request, provide evidence of having taken such action;
- b) delay, decrease, suspend, or cease one or more categories of funding, as applicable, under this Agreement as detailed further in section 14.6 below;
- c) terminate this Agreement immediately or within a time period stipulated by us; or
- d) declare any payments made under this Agreement after the Event of Default to be due and repayable by you to us pursuant both to the terms of this Agreement and to the provisions of section 7 of the *Child Care BC Act*, and such monies will either, at the option of the Province, become due and payable within a timeframe specified by us, or will be deducted by us from any subsequent child care funding.

14.3 In addition to and without limiting any of our termination options under section 14.2 c), upon the occurrence of an Event of Default under this Agreement, we reserve the right, at our discretion, to deny any future application you may submit to apply for any or all funding, including any future fiscal year funding.

14.4 If we terminate this Agreement under section 14.2 c), we will pay you that portion of the funding described in Schedule B (*CCOF Base Funding Payments*), and if you are enrolled, that portion of the funding described in Schedule C (*Child Care Fee Reduction Initiative Payments*) and Schedule D (*ECE Wage Enhancement Funding Payments*), applicable to the period before the Event of Default, if any. That payment discharges us from all liability to you under this Agreement.

14.5 In addition to our termination rights set out in section 14.2 c), either we or you may terminate this Agreement on 30 days' written notice to each other. If this Agreement is terminated under this provision, we will pay you that portion of the funding described in Schedule B (*CCOF Base Funding Payments*), and if you are enrolled, that portion of the funding described in Schedule C (*Child Care Fee Reduction Initiative Payments*) and Schedule D (*ECE Wage Enhancement Funding Payments*), applicable to the period prior to the effective date of termination, if any. That payment discharges us from all liability to you under this Agreement.

- 14.6 A delay, decrease, suspension, or cessation in payments to you for one category of funding under this Agreement due to an Event of Default may, at our discretion, result in a delay, decrease, suspension, or cessation in payments under any other category of funding in which you are enrolled under this Agreement. The amount or duration of any delay, decrease, suspension, or cessation in payments under one or more such categories of funding in which you are enrolled under this Agreement will be at our discretion.
- 14.7 The rights, powers and remedies conferred on us under this Agreement or any statute or law are not intended to be exclusive, and each remedy will be cumulative and in addition to and not in substitution for every other remedy existing or available to us.
- 14.8 The exercise of any one or more remedies available to us will not preclude the simultaneous or later exercise by us of any other right, power or remedy.

## 15 OVERPAYMENT AND REPAYMENT

- 15.1 If funding is paid under this Agreement in an amount to which you were not eligible, including any overpayments made as the result of clerical or administrative error, miscalculation on our part, you ceasing to be licensed to deliver the Child Care Services indicated in Schedule A (*Child Care Services*), or incorrect information supplied by you to us, then such overpayments are repayable to us and we may, after consultation with you and, at our option, do any or all of the following:
- a) recover the amount owed as a debt due to us in accordance with the *Financial Administration Act*;
  - b) reduce or withhold future payments to you under this Agreement until the amount owed is recovered;
- 15.2 Repayments referred to in section 15.1 must be made within 30 days of receipt of the demand for payment or in accordance with the repayment timeframe approved by us.
- 15.3 You acknowledge that pursuant to section 7(2) of the *Child Care BC Act*, the amount of any overpayment referred to in section 15.1 is a debt due to us and may be recovered by us in a court of competent jurisdiction or deducted by us from any subsequent child care funding.

## 16 INDEMNITY

- 16.1 You must indemnify and save harmless us and our employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that we or any of our employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by you or by any of your agents, employees, officers, directors, subcontractors, invitees or licensees in connection with this Agreement.

## 17 NOTICE

- 17.1 Any notice contemplated by this Agreement, by either us or you, to be effective, must be in writing and:
- a) sent by email to the email address provided by the other party; or
  - b) with prior permission from us, mailed by prepaid registered mail to the other party's address as specified in this Agreement.
- 17.2 Any notice sent in accordance with:
- a) section 17.1 a) is deemed to be received on the day the notice is received; and
  - b) section 17.1 b) is deemed to be received 96 hours after mailing.
- 17.3 Within 10 business days of a change to your email address, you must provide us written notice by email of the change.

## 18 GENERAL

- 18.1 Any sections of this Agreement which expressly survive, or by their terms or nature are intended to survive, this Agreement will continue in force indefinitely subject to any express limitations described in this Agreement or prescribed by law, including sections 9.1, 10.2, and 10.4.
- 18.2 You acknowledge and agree that we may contact other branches within the Ministry and other Province ministries to validate the accuracy of any information that you provide to us under this Agreement, including information regarding the EHT Funding under section 6.
- 18.3 You must not assign or subcontract any of your rights or obligations under this Agreement without our prior written consent.
- 18.4 This Agreement does not operate as a permit, licence, approval or other statutory authority which you may be required to obtain from the Province or any of its agencies in order to provide the services. Nothing in this Agreement is to be construed as interfering with the exercise by the Province or its agencies of any statutory power or duty.
- 18.5 All Schedules attached to this Agreement form part of this Agreement.
- 18.6 This Agreement and any written modification to it constitute the entire agreement between the parties as to performance of the services.
- 18.7 Without limiting any other modification requirements in this Agreement, no modification to Schedule A (*Child Care Services*) of this Agreement is effective unless proposed by you in the manner and format specified by us, and we have provided written notice to you of our acceptance of, and of the effective date of, the proposed modification.

- 18.8 To the extent that any provision of this Agreement is found to be invalid, illegal or unenforceable, it will be severable from this Agreement and the remaining provisions will not be affected by the severance, and will be valid, legal and enforceable. In the event a provision of this Agreement is found to be unenforceable, such provision will be deemed modified, to the extent possible, for it to be enforceable.
- 18.9 Nothing contained in the Agreement will create or be deemed to create as between the Parties, a partnership, joint venture, or employment or agency relationship.
- 18.10 The failure of us to require the performance of any term or obligation of this Agreement, or the waiver by us of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.
- 18.11 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
- 18.12 In this Agreement,
- a) the words "includes" and "including" are not intended to be limiting;
  - b) words and defined terms importing the singular include and have a comparable meaning when used in the plural, and vice versa, and words importing gender include all genders;
  - c) unless the context otherwise requires, references to sections by number are to sections of this Agreement; and
  - d) "we", "us", and "our" refer to the Province alone and not to the combination of the Provider and the Province which is referred to as "the Parties".
- 18.13 References to statutes in this Agreement means the Revised Statutes of British Columbia and any regulations.
- 18.14 Time is of the essence in this Agreement.

## SCHEDULE A - Child Care Services

Payments made under this Agreement are based on your Facility Licence for the following Facility as detailed in this Schedule.

**Name of Facility:** TREEHOUSE EARLY LEARNING CENTER

**Community Care Facility Licence #:** 3182225

**Organization-Facility ID #:** G-02959-02960

### **Community Care and Assisted Living Act Facility Licence Details:**

Maximum Capacity: 25

Licence Category	Maximum Capacity by Care Type
Group Child Care (Under 36 months)	0
Group Child Care (30 months to School Age)	25
Preschool	0
Group Child Care (School Age)	0
Multi-Age Child Care	0

### **Service Details:**

Days per week you provide child care: 5

Weeks per year you provide child care: 52

Number of preschool sessions offered per week: 0

Before school care offered: N

After school care offered: N

Before Kindergarten care offered: N

After Kindergarten care offered: N

### **Extended Hours Details:**

(Before 6 am, after 7 pm, or overnight service regularly offered) N

Extended Hours - Maximum number of **days** per week: 0

Extended Hours - Maximum number of **weeks** per year: 0

Licence Category (Extended Hours)	Maximum Spaces Offered (4 Hours or Less)	Maximum Spaces Offered (More than 4 Hours)
Group Child Care (Under 36 months)	0	0
Group Child Care (30 months to School Age)	0	0
Group Child Care (School Age)	0	0
Multi-Age Child Care	0	0

## SCHEDULE B - CCOF Base Funding Payments

Subject to your compliance with this Agreement, we will pay you the CCOF Base Funding Payments as a monthly amount for each Facility named in Schedule A (*Child Care Services*) for the duration of this Agreement as follows:

a) **Group Child Care Base Rate**

Based on the following daily rates for the total number of Enrolled Spaces and Drop-In Spaces each day:

Rate Category	4 Hours or Less	More than 4 Hours
Under 36 months	\$6.00	\$12.00
3 years to Kindergarten	\$2.74	\$ 5.48
Grade 1 to 12 years	\$1.40	\$ 2.80
Preschool	\$1.37	\$ 1.37

b) Additionally, CCOF Base Funding Payments are:

- i. subject to the Maximum Capacity amount as determined by the *Community Care and Assisted Living Act* Facility Licence Maximum Capacity, licence details and service details for each Facility in Schedule A (*Child Care Services*);
- ii. calculated and provided only for those days when the Facility is open and providing Child Care Services for the Enrolled Spaces and Drop-in Spaces; reported on the monthly Enrolment Report; and
- iii. subject to our receipt and approval of the monthly Enrolment Reports submitted in accordance with the requirements of section 7.1 of the Agreement.

## SCHEDULE C - Child Care Fee Reduction Initiative Payments

The payments set out in this Schedule are applicable to you if you are enrolled in the CCFRI. Subject to your compliance with the Agreement, we will pay you the monthly CCFRI Payments, consisting of an Administrative Top-up Payment and a Parent Fee Reduction Payment, for each child Enrolled in the CCFRI Eligible Care Categories for each CCFRI-approved Facility named in Schedule A (*Child Care Services*) as follows:

### 1. Administrative Top-up Payment:

To calculate the total Administrative Top-up Payment each month, we will multiply the current totals reported on the Enrolment Report with the appropriate Daily Rate Category rates as follows:

Daily Rate Category	4 Hours or Less	More than 4 Hours
Under 36 months	\$1.20	\$2.40
3 years to Kindergarten	\$0.55	\$1.10

### 2. Parent Fee Reduction Payment

To calculate the monthly Parent Fee Reduction Payment, we will multiply the current totals reported on the Enrolment Report with the appropriate Daily Rate Category below. Reported Enrolments may be adjusted by us to ensure payments reflect periods of closure consistent with the information you reported on the Program Confirmation Form.

For months with **20 weekdays or more**, excluding British Columbia statutory holidays:

Daily Rate Category	4 Hours or Less	More than 4 Hours
Under 36 months	\$8.75	\$17.50
3 years to Kindergarten	\$2.50	\$ 5.00

For months with **19 weekdays** excluding British Columbia statutory holidays:

Daily Rate Category	4 Hours or Less	More than 4 Hours
Under 36 months	\$9.21	\$18.42
3 years to Kindergarten	\$2.63	\$ 5.26

The monthly Parent Fee Reduction Payment may not equal the amount by which you are required to reduce the Parent Fees (as outlined in section 3 below) due to unique part-time Enrolments. As a result:

- If the Parent Fee Reduction Payment is more than the amount calculated to reduce the Parent Fees, any surplus amount is deemed to be added to the Administrative Top-up Payment.
- If the Parent Fee Reduction Payment is less than the amount calculated to reduce the Parent Fees, please contact us. We will make any required additional payments to you to cover this shortfall, subject to the calculations being verified to our satisfaction.

### 3. Reducing Parent Fees

You are required to reduce Parent Fees in accordance with the calculations in a), b) and c) below, as applicable.

- a) For **full-time Enrolments**, you must reduce each Parent Fee by:

Category	Monthly Parent Fee Reduction Amount
Under 36 months	\$350.00
3 years to Kindergarten	\$100.00

- b) For **less than full-time (part-time) Enrolments** that are consistent month to month, you must reduce each Parent Fee using the table below.

The calculation for a pro-rated amount has been standardized to be based on a 20 day/month Enrolment regardless of number of days per month to ensure that the Parent Fee reduction amount is stable month to month.

Care Category	Days Per Week	Monthly Parent Fee Reduction Amount	
		4 Hours or Less	More than 4 Hours
Under 36 Months	5 days	\$175	\$350
	4 days	\$140	\$280
	3 days	\$105	\$210
	2 days	\$70	\$140
	1 day	\$35	\$70
3 Years to Kindergarten	5 days	\$50	\$100
	4 days	\$40	\$80
	3 days	\$30	\$60
	2 days	\$20	\$40
	1 day	\$10	\$20

- c) For **inconsistent Enrolments**, you must reduce each Parent Fee using the following formulas and the Daily Rates listed in the table below. Note that if a child's Enrolment is not consistent month to month, then the Parent Fee reduction amount by which you reduce the Parent Fee will change month to month.

Number of Enrolment Days (4 hours or less) X 4 hours or less Daily Rate  
= Parent Fee Reduction Amount (to a maximum monthly rate for 4 hours or less)

Number of Enrolment Days (More than 4 hours) X More than 4 hours Daily Rate  
= Parent Fee Reduction Amount (to a maximum monthly rate for More than 4 hours)

The combined Parent Fee Reduction Amounts must not exceed the maximum monthly rate in the More than 4 hours category in the table below.

Care Category	Daily Rate	
	4 Hours or Less	More than 4 Hours
Under 36 Months	\$8.75 (up to a maximum of \$175 per month)	\$17.50 (up to a maximum of \$350 per month)
3 Years to Kindergarten	\$2.50 (up to a maximum of \$50 per month)	\$5.00 (up to a maximum of \$100 per month)

## SCHEDULE D - ECE Wage Enhancement Funding Payments

The ECE Wage Enhancement Funding Payments set out in this Schedule are applicable to you if you enrolled in the ECE Wage Enhancement. Subject to your compliance with the Agreement, we will pay you the following ECE Wage Enhancement Funding Payments:

### 1. ECE Wage Top-Up Funding

We will pay you the ECE Wage Top-Up Funding in the amount of \$2.00 for each Hour Worked by the ECE Employees prior to September 1, 2021 and \$4.00 for each Hour Worked by the ECE Employees from September 1, 2021 forward, up to a maximum of 195 hours per month per ECE Employee. You shall distribute the ECE Wage Top-Up Funding to each of those ECE Employees in accordance with section 5.1 of the Agreement. For those ECE Employees who are paid on a salaried (non-hourly) basis, the ECE Wage Top-Up funding and ECE Portion of Statutory Benefits Funding will be paid based on a breakdown of Hours Worked by those ECE Employees.

### 2. Statutory Benefits Funding and the ECE Portion of Statutory Benefits Funding

We will provide Statutory Benefits Funding and the ECE Portion of Statutory Benefits Funding to you in the total amount of 19.25% for all Wage Top-Up Funding Payments made under the Agreement. The portion of Statutory Benefits Funding set out in Column A of the table below is to compensate you for increased statutory benefit payment obligations arising from the ECE Wage Enhancement Funding payments. The ECE Portion of Statutory Benefits Funding set out in Column B of the following table, is to cover extra statutory benefits owing from you to the ECE Employees as a result of the ECE Wage Enhancement Funding Payments.

<b>Column A</b> <b>Your Contributions</b> <b>(the "Statutory Benefits Funding")</b>	<b>Column B</b> <b>Benefits payable by You to ECE</b> <b>Employees (the "ECE Portion of Statutory</b> <b>Benefits Funding")</b>
<p><b>Note: This portion of the benefit funding covers your statutory benefit costs. It is not to be distributed to ECE Employees or other staff at your Facility, subject to section 3 a) below (surplus).</b></p> <p>You will include the ECE Wage Top-Up Funding in taxable gross pay when calculating the following statutory benefits:</p>	<p><b>Note: This portion of the benefit funding is payable to the ECE Employees.</b></p> <p>You will pay the ECE Employees at a rate that includes the ECE Wage Top-Up Funding when calculating and paying the following benefits:</p>
<p>CPP (Canada Pension Plan), funded at 5.70% for the employer contribution portion.</p>	<p>Vacation Pay, funded at 5% (Note: You are required to pay ECE Employees vacation pay in accordance with the <i>Employment Standards Act</i>).</p>
<p>EI (Employment Insurance), funded at 2.21% for the employer contribution, which is 1.4 times the employee contribution.</p>	<p>Statutory Holiday Pay, funded at 4%, representing the following 10 days: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day and Christmas Day.</p>

Workers Compensation Board (WCB) funded at 1.49%. WCB is an option for certain employers. Employers who do not pay WCB may reimburse their workplace insurance costs.	
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3. Benefit Surplus or Deficit

- a) The categories and percentages set out in Column A and Column B of the Table of section 2 above reflect mandatory statutory benefits. However, even after complying with your obligations with respect to the Statutory Benefits Funding and the ECE Portion of Statutory Benefits Funding, you may end up with a surplus of funds for those funding categories. In this instance, you will apply any such surplus Statutory Benefits Funding and ECE Portion of Statutory Benefits Funding toward your ECE Employee salaries or to fund additional statutory benefit expenses for them, such as additional EI or vacation/statutory holiday pay, for example.
- b) There may be instances in which the mandatory statutory benefits percentage amounts, set out in Column A and Column B of the Table in section 2 above, are less than the statutory benefits percentage amounts that you currently pay to your ECE Employees. Notwithstanding this, the Statutory Benefits Funding and the ECE Portion of Statutory Benefits Funding that we provide under this Agreement will be limited to those percentages set out in Table in section 2 above.

4. Employer Health Tax (EHT)

If your Facility will be subject to the Employer Health Tax (EHT), then you will also be entitled to receive EHT Funding from us pursuant to sections 6.1 to and including 6.3 to offset any increase in the EHT you are required to pay as a result of the ECE Wage Enhancement Funding.

Modification Agreement: C23CGP1136-1

**Child Care Operating Funding Program  
Licensed Child Care Providers**

**BETWEEN:**

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,  
represented by the Minister responsible for the *Child Care BC Act*  
(the "Province", "us", "we" or "our", as applicable)

Child Care Benefit and Operating Funding Branch  
PO Box 9965 Stn Prov Govt  
Victoria, BC V8W 9R4

**AND:**

RICHMOND SOCIETY FOR COMMUNITY LIVING  
170 - 7000 Minoru Blvd  
Richmond, BC V6Y 3Z5  
CMCLELLAN@RSCL.ORG  
(the "Provider", "you", or "your" as applicable)

**BACKGROUND:**

- A. The parties entered into a Funding Agreement number C23CGP1136 and dated 01-APR-2022 (the "Funding Agreement").
- B. Both parties have agreed to modify the Funding Agreement.
- C. 1) There has been a change in the legal name of the Provider as confirmed through the BC Registries and Online Services or other supporting documentation (e.g. marriage licence).

AGREEMENT:

The parties agree as follows:

1. a) The document attached to this Modification Agreement and entitled Schedule A replaces the previous Schedule A attached to the Funding Agreement, Effective February 1, 2023.
1. b) The Funding Agreement is modified by changing the name of the Provider from RICHMOND SOCIETY FOR COMMUNITY LIVING to ASPIRE RICHMOND SUPPORT SOCIETY.
- 2) In all other respects, the Funding Agreement is confirmed.

### SCHEDULE A - Child Care Services

Payments made under this agreement are based on your Facility Licence for the following Facility as detailed in this Schedule.

**Name of Facility:** TREEHOUSE EARLY LEARNING CENTER

**Community Care Facility Licence #:** 3182225

**Organization-Facility ID #:** G-02959-02960

**Community Care and Assisted Living Act Facility Licence Details:**

Maximum Capacity: 25

Licence Category	Maximum Capacity by Care Type
Group Child Care (Under 36 months)	0
Group Child Care (30 months to School Age)	25
Preschool	0
Group Child Care (School Age/School Age Care on School Grounds)	0
Multi-Age Child Care	0

**Service Details:**

Days per week you provide child care: 5

Weeks per year you provide child care: 52

Number of preschool sessions offered per week: 0

Before school care offered: N

After school care offered: N

Before Kindergarten care offered: N

After Kindergarten care offered: N

**Extended Hours Details:**

(Before 6 am, after 7 pm, or overnight service regularly offered) N

Extended Hours - Maximum number of **days** per week: 0

Extended Hours - Maximum number of **weeks** per year: 0

Licence Category (Extended Hours)	Maximum Spaces Offered (4 Hours or Less)	Maximum Spaces Offered (More than 4 Hours)
Group Child Care (Under 36 months)	0	0
Group Child Care (30 months to School Age)	0	0
Group Child Care (School Age/School Age Care on School Grounds)	0	0
Multi-Age Child Care	0	0

### SCHEDULE A - Child Care Services

Payments made under this agreement are based on your Facility Licence for the following Facility as detailed in this Schedule.

**Name of Facility:** SEEDLINGS EARLY CHILDHOOD DEVELOPMENT HUB

**Community Care Facility Licence #:** FA12443

**Organization-Facility ID #:** G-02959-24813

**Community Care and Assisted Living Act Facility Licence Details:**

Maximum Capacity: 12

Licence Category	Maximum Capacity by Care Type
Group Child Care (Under 36 months)	12
Group Child Care (30 months to School Age)	0
Preschool	0
Group Child Care (School Age/School Age Care on School Grounds)	0
Multi-Age Child Care	0

**Service Details:**

Days per week you provide child care: 5

Weeks per year you provide child care: 52

Number of preschool sessions offered per week:

Before school care offered: N

After school care offered: N

Before Kindergarten care offered: N

After Kindergarten care offered: N

**Extended Hours Details:**

(Before 6 am, after 7 pm, or overnight service regularly offered) N

Extended Hours - Maximum number of **days** per week: 0

Extended Hours - Maximum number of **weeks** per year: 0

Licence Category (Extended Hours)	Maximum Spaces Offered (4 Hours or Less)	Maximum Spaces Offered (More than 4 Hours)
Group Child Care (Under 36 months)	0	0
Group Child Care (30 months to School Age)	0	0
Group Child Care (School Age/School Age Care on School Grounds)	0	0
Multi-Age Child Care	0	0

### SCHEDULE A - Child Care Services

Payments made under this agreement are based on your Facility Licence for the following Facility as detailed in this Schedule.

**Name of Facility:** SEEDLINGS EARLY CHILDHOOD DEVELOPMENT HUB

**Community Care Facility Licence #:** FA12444

**Organization-Facility ID #:** G-02959-24815

**Community Care and Assisted Living Act Facility Licence Details:**

Maximum Capacity: 25

Licence Category	Maximum Capacity by Care Type
Group Child Care (Under 36 months)	0
Group Child Care (30 months to School Age)	25
Preschool	0
Group Child Care (School Age/School Age Care on School Grounds)	0
Multi-Age Child Care	0

**Service Details:**

Days per week you provide child care: 5

Weeks per year you provide child care: 52

Number of preschool sessions offered per week:

Before school care offered: N

After school care offered: N

Before Kindergarten care offered: N

After Kindergarten care offered: N

**Extended Hours Details:**

(Before 6 am, after 7 pm, or overnight service regularly offered) N

Extended Hours - Maximum number of **days** per week: 0

Extended Hours - Maximum number of **weeks** per year: 0

Licence Category (Extended Hours)	Maximum Spaces Offered (4 Hours or Less)	Maximum Spaces Offered (More than 4 Hours)
Group Child Care (Under 36 months)	0	0
Group Child Care (30 months to School Age)	0	0
Group Child Care (School Age/School Age Care on School Grounds)	0	0
Multi-Age Child Care	0	0

### SCHEDULE A - Child Care Services

Payments made under this agreement are based on your Facility Licence for the following Facility as detailed in this Schedule.

**Name of Facility:** SEEDLINGS EARLY CHILDHOOD DEVELOPMENT HUB

**Community Care Facility Licence #:** FA12445

**Organization-Facility ID #:** G-02959-24817

**Community Care and Assisted Living Act Facility Licence Details:**

Maximum Capacity: 50

Licence Category	Maximum Capacity by Care Type
Group Child Care (Under 36 months)	0
Group Child Care (30 months to School Age)	0
Preschool	0
Group Child Care (School Age/School Age Care on School Grounds)	50
Multi-Age Child Care	0

**Service Details:**

Days per week you provide child care: 5

Weeks per year you provide child care: 52

Number of preschool sessions offered per week:

Before school care offered: Y

After school care offered: Y

Before Kindergarten care offered: Y

After Kindergarten care offered: Y

**Extended Hours Details:**

(Before 6 am, after 7 pm, or overnight service regularly offered) N

Extended Hours - Maximum number of **days** per week: 0

Extended Hours - Maximum number of **weeks** per year: 0

Licence Category (Extended Hours)	Maximum Spaces Offered (4 Hours or Less)	Maximum Spaces Offered (More than 4 Hours)
Group Child Care (Under 36 months)	0	0
Group Child Care (30 months to School Age)	0	0
Group Child Care (School Age/School Age Care on School Grounds)	0	0
Multi-Age Child Care	0	0

### SCHEDULE A - Child Care Services

Payments made under this agreement are based on your Facility Licence for the following Facility as detailed in this Schedule.

**Name of Facility:** SEEDLINGS EARLY CHILDHOOD DEVELOPMENT HUB

**Community Care Facility Licence #:** FA12446

**Organization-Facility ID #:** G-02959-24819

**Community Care and Assisted Living Act Facility Licence Details:**

Maximum Capacity: 20

Licence Category	Maximum Capacity by Care Type
Group Child Care (Under 36 months)	0
Group Child Care (30 months to School Age)	0
Preschool	20
Group Child Care (School Age/School Age Care on School Grounds)	0
Multi-Age Child Care	0

**Service Details:**

Days per week you provide child care: 5

Weeks per year you provide child care: 52

Number of preschool sessions offered per week: 5

Before school care offered: N

After school care offered: N

Before Kindergarten care offered: N

After Kindergarten care offered: N

**Extended Hours Details:**

(Before 6 am, after 7 pm, or overnight service regularly offered) N

Extended Hours - Maximum number of **days** per week: 0

Extended Hours - Maximum number of **weeks** per year: 0

Licence Category (Extended Hours)	Maximum Spaces Offered (4 Hours or Less)	Maximum Spaces Offered (More than 4 Hours)
Group Child Care (Under 36 months)	0	0
Group Child Care (30 months to School Age)	0	0
Group Child Care (School Age/School Age Care on School Grounds)	0	0
Multi-Age Child Care	0	0

Funding Agreement Number: C23CGP1136

**Child Care Operating Funding Program  
Licensed Child Care Providers**

THIS AGREEMENT is made the 01 day of April 2022

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,  
represented by the Minister responsible for the *Child Care BC Act*  
("Province", "us", "we" or "our", as applicable)

Child Care Benefit and Operating Funding Branch  
PO Box 9965 Stn Prov Govt  
Victoria, BC V8W 9R4

OF THE FIRST PART

AND:

RICHMOND SOCIETY FOR COMMUNITY LIVING  
170 - 7000 Minoru Blvd  
Richmond, BC V6Y 3Z5  
CMCLELLAN@RSCL.ORG  
("Provider", "you", or "your", as applicable)

OF THE SECOND PART

We agree to provide funding to you under the *Child Care BC Act* in accordance with the terms and conditions set out in this Agreement and you agree to abide by such terms and conditions.

As a result, the Parties agree as follows:

## 1 DEFINITIONS:

### 1.1 In this Agreement:

- a) **"Administrative Fee"** means any mandatory fee over and above the Parent Fee that you impose or seek to impose in respect to administrative costs associated with the Enrolment of a child at your Facility including, without limitation, any fee for registration;
- b) **"Business Day"** means a day, other than a Saturday or Sunday or a statutory holiday, on which provincial government offices are open for normal business in British Columbia;
- c) **"CCFRI-Eligible Care Category"** means either the "Under 36 months" care category or the "3 years to Kindergarten" care category;
- d) **"CCFRI Funding"** means a payment, described in Schedule C (*Child Care Fee Reduction Initiative Funding Payments*), that we provide to you each month, if you are enrolled in the Child Care Fee Reduction Initiative, that is comprised of the:
  - i. CCFRI Provider Payment; and
  - ii. Parent Fee Reduction Payment;
- e) **"CCFRI Provider Payment"** means that portion of the CCFRI Funding that we provide to you each month, if you are enrolled in the Child Care Fee Reduction Initiative, in order to help offset any costs associated with participating in the Child Care Fee Reduction Initiative;
- f) **"CCOF Base Funding Payment"** means the payment that we provide to you each month, if you are enrolled in the Child Care Operating Funding Program as described in section 3 and Schedule B (*CCOF Base Funding Payments*) and that is based on the Child Care Services that you provide;
- g) **"Child Care Fee Reduction Initiative" or "CCFRI"** refers to the initiative under which the CCFRI Funding may be paid to enrolled providers of child care services;
- h) **"Child Care Operating Funding Program" or "Program"** means the program under which the CCOF Base Funding Payments may be paid to enrolled providers of child care services;
- i) **"Child Care Provider Profile"** means our annual survey of Facility information;
- j) **"Child Care Services"** means your provisioning of licensed child care, as categorized by the Province, to Enrolled children at a Facility, as detailed in Schedule A (*Child Care Services*);
- k) **"Child Care Subsidy Regulation"** means the Child Care Subsidy Regulation, B.C. Reg. 74/97, made under the *Child Care Subsidy Act*, as that regulation is amended from time to time;
- l) **"Direct Care"** means being directly responsible for and engaged in the care and supervision of Enrolled or Drop-In Space children at the Facility;

- m) **"Direct Care Staff"** means staff employed at the Facility on either a full-time, part-time, or casual basis providing Direct Care, and includes ECE Employees;
- n) **"Discounted Parent Fee"** means any Parent Fee that you charge for a child to occupy an Enrolled Space at your Facility (exclusive of any Optional Fee), which is lower than the Parent Fee reported to us for the corresponding care category on your Program Confirmation Form. For clarity, Discounted Parent Fee includes, as examples: legacy rates, sibling discounts, and other discounted rates you provide for specific families;
- o) **"Drop-In Space"** means the utilization of a non-Enrolled Space on a casual or emergency basis;
- p) **"ECE"** means any individual who holds a current Early Childhood Educator, Infant and Toddler Educator, or Special Needs Educator certificate issued by the BC Early Childhood Educator Registry, and such certificate has not been suspended, cancelled, or expired;
- q) **"ECE Employee"** means an ECE who meets the criteria set out in the ECE Wage Enhancement Funding Guidelines;
- r) **"ECE Portion of Statutory Benefits Funding"** means, if you are enrolled in the ECE Wage Enhancement, that portion of Statutory Benefits Funding set out in Column B of the table in section 2 of Schedule D (*ECE Wage Enhancement Funding Payments*) that must be paid to ECE Employees as statutory benefits to which they are legally entitled as a result of the ECE Wage Top-Up Funding;
- s) **"ECE Wage Enhancement"** means, if you are enrolled in the ECE Wage Enhancement, our provision of a wage enhancement to ECE Employees indirectly through you, which is based on the ECE Employee's Hours Worked at your Facility;
- t) **"ECE Wage Enhancement Funding"** means, collectively, the ECE Wage Top-Up Funding, the Statutory Benefits Funding, the ECE Portion of Statutory Benefits Funding, and, if applicable, the Employer Health Tax Reimbursement that you will receive if you are enrolled in the ECE Wage Enhancement;
- u) **"ECE Wage Enhancement Funding Guidelines"** means the guidelines that describe the eligibility requirements for ECE Wage Enhancement including, but not limited to, organization eligibility, facility eligibility, and ECE eligibility;
- v) **"ECE Wage Top-Up Funding"** means, if you are enrolled in the ECE Wage Enhancement, the payment that we provide to you each month in accordance with the funding rate set out in section 1 of Schedule D (*ECE Wage Enhancement Funding Payments*);
- w) **"Employer Health Tax Reimbursement"** or **"EHT Reimbursement"** means, if you are enrolled in the ECE Wage Enhancement, the funding that we provide to you as detailed in sections 6.1, 6.2 and 6.3 if you are required to pay the Employer Health Tax (the EHT Reimbursement offsets additional Employer Health Tax payment obligations that you may incur as a result of participating in the ECE Wage Enhancement);

- x) **"Enrolled Space"** means a child care space allocated to a particular child at your Facility as per that child's Enrolment;
- y) **"Enrolment"** or **"Enrolled"** refers to the registration of children full-time or part-time in any given month, for a specific category of Child Care Services and on specific days at your Facility within the Maximum Capacity;
- z) **"Enrolment Report"** means, for each Facility, a monthly report that provides information to us in respect of Schedule B (*CCOF Base Funding Payments*) or Schedule C (*Child Care Fee Reduction Initiative Funding Payments*), as the case may be, and that is in the form that we require;
- aa) **"Extended Hours"** means the additional hours of operation each Facility is open and providing child care before 6:00 a.m., after 7:00 p.m., or overnight;
- bb) **"Facility"** means each location of Child Care Services, operated by you, for which a Facility Licence has been issued, and that is identified in Schedule A (*Child Care Services*);
- cc) **"Facility Licence"** means a valid child care facility licence issued under the *Community Care and Assisted Living Act*;
- dd) **"Hours Worked"** refers to regular hours or overtime hours for which an ECE Employee is paid to work at your Facility, provided that Hours Worked does not include:
  - i. sick time, parental leave, long-term disability, vacation, or unpaid leave; or
  - ii. time spent solely caring for children for whom the ECE Employee is a Parent (as defined herein) or is otherwise a parent or person standing in the place of a parent;
- ee) **"Maximum Capacity"** means the total number of child care spaces allowed at any one time under the Facility Licence that are eligible for the Child Care Operating Funding Program;
- ff) **"Ministry"** means the ministry that is responsible for the subject matter of this Agreement;
- gg) **"Monthly ECE Report"** means any of the monthly reports that you prepare and submit to us in accordance with section 7.2;
- hh) **"Optional Fee"** means any fee that you charge or seek to charge a Parent for optional services rendered, including any fee for meals and for pick-up and drop-off services. For clarity, if a Parent does not opt to receive such optional services, no such optional fee shall be charged to that Parent and the Parent's child will receive the usual, continuous care at your Facility for which the Parent Fee applies;
- ii) **"Parent"** means a parent or a person standing in the place of a parent with respect to a child Enrolled in an Enrolled Space at your Facility;

- jj) **"Parent Fee"** means the fee that you charge a Parent or other party for the Parent's child to occupy an Enrolled Space at your Facility (exclusive of any Optional Fee);
  - kk) **"Parent Fee Increase"** means, in respect of the Parent Fee, any increase that applies either to existing or to newly Enrolled children, subject to the following additional stipulations in respect of this definition:
    - i. a reduction of hours of operation or services previously included in the Parent Fee, and the imposition of added fees for these same hours or services, will be considered a Parent Fee Increase;
    - ii. imposing a new Optional Fee for a service that was not previously included in the Parent Fee (including an extension of your hours of operation), will not be considered a Parent Fee Increase; and
    - iii. imposing a new Administrative Fee or increasing an Administrative Fee for some or all children enrolled in a CCFRI-Eligible Care Category, will be considered a Parent Fee Increase;
  - ll) **"Parent Fee Reduction Payment"** means the payment that we provide to you each month (if you are enrolled in the Child Care Fee Reduction Initiative) for each child Enrolled in a CCFRI-Eligible Care Category;
  - mm) **"Program Confirmation Form"** means our required form that you or your duly authorized representative must complete and submit to us to be considered for enrolment in the Program and to receive one or more of the following categories of funding:
    - i. CCOF Base Funding Payment;
    - ii. CCFRI Funding under the Child Care Fee Reduction Initiative; and
    - iii. the ECE Wage Enhancement Funding under the ECE Wage Enhancement;
  - nn) **"Statutory Benefits Funding"** means, in addition to the ECE Portion of Statutory Benefits Funding, the funding that we provide to you each month to offset your cost of increased statutory benefits obligations for ECE Employees as a result of the ECE Wage Top-Up Funding, as set out in this Agreement and in Schedule D (*ECE Wage Enhancement Funding Payments*);
- 1.2 You acknowledge that the Ministry may, from time to time during the term of this Agreement, upon written notice to you in accordance with sections 17.1, 17.2 and 17.3, make changes to the ECE Wage Enhancement Funding Guidelines, and any such changes will be effective on the later of (i) the date that you are deemed to have received the notice, and (ii) the effective date that we specify in the notice, if one is specified.

## 2 TERM

- 2.1 The term of this Agreement begins on April 1, 2022 and ends on March 31, 2023, subject to:
- a) earlier termination as provided for under this Agreement; and
  - b) sections 2.2, 2.3, 2.4 and 2.5, as applicable.
- 2.2 If we provide you with written approval of your enrolment in the Program, and if you provide us with all information that we may require within the timeframe specified by us, the term of this Agreement will begin on the date set out in (a) or (b) below, as applicable:
- a) if you were enrolled in the Program the year immediately before (April 1, 2021 – March 31, 2022), the term of this Agreement will commence on April 1, 2022; or
  - b) if you were not enrolled in the Program the year immediately before (April 1, 2021 – March 31, 2022), the term of this Agreement will commence at such time as we determine.
- 2.3 If we provide you with written approval of your enrolment in the Child Care Operating Funding Program or in the CCFRI prior to April 1, 2022, then we may provide the first payment for one or both funding categories prior to April 1, 2022. In this case, the terms of this Agreement will be deemed to apply with respect to any such early payments.
- 2.4 If we provide you with written approval of your enrolment in the CCFRI or the ECE Wage Enhancement, the terms of this Agreement applicable to such funding will become effective on the date specified by us in such approval.
- 2.5 We may, at our discretion, temporarily approve your enrolment in either the CCFRI or the ECE Wage Enhancement pending our final decision. If this circumstance applies to you, we will notify you in writing of your temporary approval status. The terms of this Agreement will apply during any such temporary approval period as if you were enrolled, and:
- a) in the case of us providing a final decision in favour of enrolment in one or more of these funding categories, the terms of this Agreement will continue to apply for the remainder of the term; or
  - b) in the case of us providing a final decision disallowing further enrolment in one or more of these funding categories, the funding applicable to those impacted categories will cease on the date that we indicate. If a final decision results in you not receiving any further funding under this Agreement at all, then this Agreement will end on the date that we indicate. In such a scenario, you are required to comply with your obligations under the Agreement up to the date that it terminates, subject to section 18.1.

### 3 CCOF BASE FUNDING

- 3.1 If we have provided you with written approval of your enrolment in the Child Care Operating Funding Program, we will pay you the CCOF Base Funding Payment each month in accordance with the provisions of Schedule B (*CCOF Base Funding Payments*). Upon such enrolment in the Program you:
- a) must comply with the *Community Care and Assisted Living Act*, and all other applicable statutes and laws;
  - b) must notify the Province in writing within two Business Days of any change to your Facility Licence or your Child Care Services in the manner and format provided by us;
  - c) must continue to be in good standing with BC Registries and Online Services if you are a corporation or society;
  - d) must remain in compliance with any other agreement or arrangement in place between you and us;
  - e) agree that you will:
    - i. not refuse to provide Child Care Services to children solely on the grounds that their parents may be or may have been approved for a child care subsidy under the *Child Care Subsidy Act*, known as the Affordable Child Care Benefit;
    - ii. complete and sign any documentation that is necessary in respect of the parent's application for a child care subsidy; and
    - iii. claim for child care subsidy payments that you are entitled to apply for pursuant to the Child Care Subsidy Regulation, and apply such payment to the parent's benefit;
  - f) agree that you will make every reasonable effort to provide an inclusive and supportive environment for all Enrolled or Drop-In Space children, including children with support needs;
  - g) must complete and submit to us, for each Facility set out in Schedule A (*Child Care Services*), the 2022/2023 Child Care Provider Profile within such time period as we may require; and
  - h) must otherwise comply with your obligations under this Agreement, including your reporting requirements.

### 4 CHILD CARE FEE REDUCTION INITIATIVE

- 4.1 If the Province has provided you with written approval or written temporary approval of your enrolment in the CCFRI, the Province will pay you the CCFRI Funding each month in accordance with the provisions of Schedule C (*Child Care Fee Reduction Initiative Funding Payments*), subject to you continuing to provide Child Care Services to Enrolled children in any of the CCFRI-Eligible Care Categories. Following such written approval of your enrolment in the CCFRI, you must:

- a) within 30 days of having received written approval or temporary approval from us of your enrolment in the CCFRI, notify all Parents of Enrolled children in respect of whom the CCFRI Funding apply, in writing, of the following:
  - i. confirmation of your Facility's enrolment in the CCFRI;
  - ii. the amount of Parent Fee Reduction Payment that your Facility receives per Enrolled Space for the CCFRI-Eligible Care Category applicable to the Enrolled child, including any follow up communications about any increases or decreases in funding amounts as determined by us from time to time; and
  - iii. the amount of any Province approved Parent Fee Increase applicable to the Enrolled child, including any Parent Fee Increase for part-time enrolments during the term of this Agreement;
- b) within 30 days of having received written approval from us for any Parent Fee Increase that we approved based on your represented intention and commitment to increase the remuneration for Direct Care Staff, notify the affected Direct Care Staff in writing of our approval and this reason for approval;
- c) decrease the Parent Fee for each child Enrolled in any of the CCFRI-Eligible Care Categories by the amount that is determined in accordance with Schedule C (*Child Care Fee Reduction Initiative Funding Payments*);
- d) not implement a Parent Fee Increase for the children Enrolled in the CCFRI-Eligible Care Categories beyond any Parent Fee Increase that we have approved in writing;
- e) not implement a Parent Fee Increase to any Parent Fee for part-time Enrolment or any Discounted Parent Fee for part-time Enrolment for the children Enrolled in any of the CCFRI-Eligible Care Categories beyond what is reasonably proportional to any Parent Fee Increase for full-time Enrolment that is approved by us in writing;
- f) not charge a Parent Fee for children Enrolled in any CCFRI-Eligible Care Category for Facility closures beyond those approved by us, in writing, during the term of this Agreement;
- g) remain enrolled for the duration of this Agreement, unless you no longer have a Facility Licence to provide Child Care Services in any CCFRI-Eligible Care Category; and
- h) otherwise comply with your obligations under this Agreement, including your reporting requirements in sections 7.1 and 7.3.

For clarity, in respect of sections 4.1(d) and (e), we reserve the right to determine, in our sole discretion, whether any increase or proposed increase is a Parent Fee Increase; and in respect of section 4.1(e) we also reserve the right to determine, in our sole discretion, whether an increase or proposed increase to a Parent Fee for part-time Enrolment or a Discounted Parent Fee for part-time Enrolment is reasonably proportional to any Parent Fee Increase for full-time Enrolment that is approved by us.

## 5 ECE WAGE ENHANCEMENT FUNDING

- 5.1 If we have provided you with written approval or written temporary approval of your enrolment in the ECE Wage Enhancement, we will pay you the ECE Wage Enhancement Funding each month in accordance with the provisions of Schedule D (*ECE Wage Enhancement Funding Payments*). Following such written approval of your enrolment in the ECE Wage Enhancement, you must:
- a) within 30 days of having received written approval or written temporary approval from us, notify all ECE Employees in writing:
    - i. of your Facility's enrolment in the ECE Wage Enhancement;
    - ii. that all ECE Wage Enhancement Funding is provided by us and that it is discretionary and subject to modification or discontinuation; and
    - iii. of the amount of the wage that they receive from you and the amount of the hourly ECE Wage Top-Up Funding that they will receive in addition to their wage;
  - b) ensure that all ECE Employees for whom you are required to submit Monthly ECE Reports immediately sign a written acknowledgement in the manner and format provided by us which confirms their knowledge, consent, and authorization to you collecting and disclosing to us the ECE Employee's personal information and other information for the purposes of the administration, ongoing planning, evaluation, and auditing of the ECE Wage Enhancement;
  - c) subject to the vacation pay exception in section 5.1 (d) below, distribute the ECE Wage Top-Up Funding and the ECE Portion of Statutory Benefits Funding that you will receive from us to each ECE Employee as soon as possible, but no later than 60 days after all Hours Worked are completed for the applicable month, unless we first approve a longer period in writing;
  - d) in circumstances where ECE Employees at your Facility do not take their earned vacation until (i) more than 60 days after all Hours Worked are completed for the applicable month, or (ii) after this Agreement expires, pay the amount of the ECE Portion of Statutory Benefits Funding that is owed to such ECE Employees for vacation pay in accordance with the time periods as set out in the *Employment Standards Act* rather than the 60 day period set out in section 5.1 (c) above;
  - e) for ECE Employees at your Facility who leave their employment or are terminated, make arrangements to provide them with any outstanding payments that may be owed to them under this Agreement for their Hours Worked up to the date such employment ends;
  - f) distribute the ECE Wage Top-Up Funding over and above the regular hourly wages of the ECE Employees and not use any of the ECE Wage Enhancement Funding to replace ECE Employee wages that you would normally pay them, nor use such funding to replace scheduled wage/salary increases;

- g) remain enrolled in the ECE Wage Enhancement for the duration of this Agreement; and
- h) otherwise comply with your obligations under this Agreement, including without limitation, your reporting requirements for the ECE Wage Enhancement in sections 7.2 and 7.3.

5.2 We are not responsible to pay or otherwise reimburse you for any cost, loss, fine, damage, or other financial obligation that you may suffer or incur due to your failure to provide the notice referenced in section 5.1 (a) above to your ECE Employees.

## **6 EMPLOYER HEALTH TAX (EHT) REIMBURSEMENT**

6.1 Subject to sections 6.2 and 6.3, if we have provided you with written approval or written temporary approval of your enrolment in the ECE Wage Enhancement, then we will pay you EHT Reimbursement to offset any increase in the Employer Health Tax that you are required to pay as a result of the ECE Wage Enhancement during the years:

- a) 2023 for the tax year 2022; and
- b) 2024 for the tax year 2023.

6.2 EHT Reimbursement is subject to you first providing us with a copy of your final Notice of Assessment for the tax years 2022 and 2023, and such other documentation as we may require (collectively, the "Notice of Assessment Documentation"), in the manner and time frame specified by us.

6.3 If, upon your request, the Province has approved an arrangement for the payment of the EHT Reimbursement prior to the availability of your Notice of Assessment Documentation, the following conditions will apply:

- a) you must provide such documentation to us in accordance with section 6.2; and
- b) the EHT Reimbursement is subject to adjustment upon confirmation of the actual amount of the increase to the EHT, owed and remitted by you, that you are required to pay as a result of the ECE Wage Enhancement and, if an overpayment of EHT Reimbursement has occurred, you will owe us the amount equal to such overpayment.

## **7 RECORDS AND REPORTING REQUIREMENTS**

7.1 If you are enrolled in the Child Care Operating Funding Program only, or if you are enrolled in the Child Care Operating Funding Program and in the CCFRI, you must:

- a) create and retain for each child: the name, date of birth, date of Enrolment in the Facility, and Parent Fee charged for each Enrolled and Drop-In Space child, a monthly schedule of confirmed Enrolled and Drop-In Spaces, and daily attendance records indicating for each day whether the child is absent or, if the child is present, the time of arrival and departure;

- b) create and maintain accurate Enrolment Reports; and
- c) submit your Enrolment Reports, in the required form and with the required information, to us any time between the 15th day of the month immediately before the applicable reporting month and the last day of the sixth month following the applicable reporting month. For example, for June, you must submit your Enrolment Report(s) and any adjusted Enrolment Reports between May 15th and December 31st.

7.2 If you are enrolled in the ECE Wage Enhancement, you must:

- a) ensure that monthly Hours Worked by ECE Employees are documented on personnel attendance records and retained for verification and audit purposes;
- b) keep each ECE Employee's signed written acknowledgement referenced in section 5.1 (b) on file and provide a copy to us upon our request;
- c) create and maintain complete and accurate information in respect of the matters described in Schedule D (*ECE Wage Enhancement Funding Payments*) including Hours Worked by ECE Employees during the applicable month; and
- d) submit Monthly ECE Reports, in the required form and with the required information, to us any time between the 1st day of the month immediately following the applicable reporting month and the last day of the sixth month following the applicable reporting month. For example, for June, you must submit your Monthly ECE Report(s) and any adjusted Monthly ECE Reports between July 1st and December 31st.

7.3 All Enrolment Reports and Monthly ECE Reports must be submitted in the required form and with the required information by the deadlines set out in sections 7.1 (c) and 7.2 (d). Late reports will not be accepted after these deadlines, and the Ministry will not make any related payments.

## 8 PAYMENTS

- 8.1 You must not commit or purport to commit us to pay any money unless specifically authorized by this Agreement.
- 8.2 The funding provided to you under this Agreement is subject to the *Financial Administration Act*, which makes the obligation to pay subject to an appropriation being available in the fiscal year of the Province during which payments become due.
- 8.3 Despite any other provision in this Agreement, the Province may, on 30 days' written notice to you, change the funding rates, calculations, amounts, categories, defined expressions, descriptions, and other provisions set out in Schedule B (*CCOF Base Funding Payments*), Schedule C (*Child Care Fee Reduction Initiative Funding Payments*), and Schedule D (*ECE Wage Enhancement Funding Payments*). In respect of any such changes, the Province may, at its option:

- a) replace any one or more of Schedule B, Schedule C and Schedule D with a revised version thereof; and
- b) change or remove any of the definitions set out in section 1.1 of the Agreement, or add new definitions to that section.

For clarity, any such changes will take effect in accordance with the terms specified in the written notice and will not require a formal amendment or modification agreement to be signed by the Provider.

- 8.4 Without limiting any other rights that we have under this Agreement, if we receive any information that leads us to conclude that any funding made or to be made under this Agreement may not be used or is not being used as intended or required under this Agreement, we reserve the right, at our discretion, to discontinue payment of some or all of the funding.

## **9 INFORMATION MANAGEMENT AND PRIVACY PROTECTION**

- 9.1 You must retain the records described in section 7 for the term of this Agreement and for at least two years following the expiration or termination of this Agreement.
- 9.2 You agree that the Province does not have control of the records described in section 7 provisions.
- 9.3 If you are subject to the *Freedom of Information and Protection of Privacy Act* or the *Personal Information Protection Act*, you must ensure that you comply with the legislation that applies to you with respect to any recorded personal information you collect or otherwise receive about an identifiable individual in connection with this Agreement, including obtaining any consents or authorizations necessary for you to comply with your obligations under this Agreement.
- 9.4 You must make reasonable security arrangements, including ensuring that you have reasonable and adequate systems security measures in place, to protect the records (including any personal information) described in section 7 from unauthorized access, use, disclosure or disposal.

## **10 AUDIT AND SERVICE EVALUATION**

- 10.1 You must comply with all requests for information made by us in connection with this Agreement in the form, manner and time frame specified by us.
- 10.2 For audit purposes, you must permit us or our designates at any time during normal business hours to access and review any and all records relevant to this Agreement for the duration of this Agreement and for at least two years following the expiration or termination of this Agreement.

10.3 You must provide clear notice to Parents that limited personal information about them and their Enrolled and Drop-In Space children will be provided to us and our authorized representatives when required by us for the purposes of administering, evaluating, planning, and auditing the provision of funding under this Agreement.

10.4 You must participate in the provincial program evaluations as requested and allow us or any person authorized by us to have access to information for the purpose of conducting such evaluations for the duration of this Agreement and for at least two years following the expiration or termination of this Agreement.

## 11 PUBLIC ANNOUNCEMENTS AND COMMUNICATIONS

11.1 You must cooperate with us as requested in making public announcements and advertising, and posting signage acknowledging our contribution to each Facility, the form, content and location of which will be as determined by us.

11.2 Unless you provide reasonable grounds for why we should not do so, and those grounds are deemed acceptable by us, we reserve the right to publicly advertise each Facility named in this Agreement, including the corresponding Province approved Parent Fees if enrolled in the CCFRI, on the Child Care Map, BC Data Catalogue and any other of the Province's public websites.

11.3 We will share certain high-level information, about the CCFRI and the ECE Wage Enhancement, applicable to the term of the Agreement, if requested by interested third parties who contact the Ministry. We are under no obligation to verify the identity of any third party requesting such information. The high-level information that we reserve the right to share about your Facility in respect of the CCFRI and the ECE Wage Enhancement is:

- a) the status of any application;
- b) the date of any application;
- c) the general reason for approval or denial of any application;
- d) whether you have applied to enroll in, or have opted out of, the CCFRI; and
- e) if you are enrolled in the CCFRI:
  - i. any Province approved Parent Fee;
  - ii. any Province approved Parent Fee Increase, and the timing of the increase; and
  - iii. any Provider request for a Parent Fee Increase based on your stated intention and commitment to increase the remuneration of Direct Care Staff (separate from the ECE Wage Enhancement), including whether any such request for approval was made, the status of the request, the date upon which any such request was approved or denied, and the general reasons for any approval or denial.

## 12 REPRESENTATIONS AND WARRANTIES

### 12.1 You represent and warrant to us that:

- a) all information that you provided to us to apply for any funding under this Agreement is true and correct in all respects; and
- b) that any information you are required to provide to us, including without limitation, the content of all forms and reports that you are required to maintain or produce under this Agreement, is true and correct in all respects.

### 12.2 All representations, warranties, covenants and agreements that you make in this Agreement, and all certificates, other documents or information that you deliver or that are delivered on your behalf are material and will conclusively be deemed to have been relied upon by us, despite any prior or subsequent investigation by us, and they shall survive the payment of the funding under this Agreement and the fulfillment of all other obligations under this Agreement.

### 12.3 You acknowledge that if you provide us with information that is false or misleading in order to obtain funds under this Agreement that this will be considered an Event of Default under section 14.1 and you will also be subject to penalties upon conviction under section 9 of the *Child Care BC Act*.

### 12.4 You must notify us immediately if you discover an error or inaccuracy in the information you provided to us on your completed Program Confirmation Form, any other form or information, including without limitation, any reports you are required to provide under this Agreement. If, in our determination, such error or inaccuracy impacts (a) your ability to receive one or more categories of funding; or (b) the amounts under such funding categories, then we reserve the right to either re-evaluate your eligibility to be enrolled in any of the funding categories in this Agreement or modify the amounts payable to you under one or more of them, depending on the nature of the inaccuracy.

## 13 COVENANTS

### 13.1 You will comply with all the terms and requirements set out in this Agreement.

### 13.2 You will not provide any services to any third party in circumstances which, in our reasonable opinion, could give rise to a conflict of interest between your duties to that person and your duties to us under this Agreement.

## 14 EVENTS OF DEFAULT AND TERMINATION

### 14.1 Any of the following events constitute an 'Event of Default' whether it is voluntary, involuntary or results from the operation of law or any judgment or order of any court or administrative or government body:

- a) you fail to comply with any provision of this Agreement or any other agreement you have entered into with us and have not, to our satisfaction, rectified the failure within any time limit set by us;
- b) any representation or warranty you have made in applying for funding or any information, licence, statement, certificate or report you submit to us under this Agreement is untrue or incorrect;
- c) you have an amount owing to us for which no payment plan has been established and approved by us;
- d) you do not make the repayment referred to in section 15.1, within the timeframe specified in section 15.2;
- e) you continue to receive payments from us under this Agreement to which you are not entitled after having failed to inform us of any loss, suspension, revocation or cancellation of your Facility Licence;
- f) you cease, in our opinion, to operate a Facility;
- g) an order is made, or a resolution is passed, or a petition is filed for the liquidation or winding up of your assets or your child care business; or
- h) you become insolvent, commit an act of bankruptcy, or make an assignment of your assets for the benefit of your creditors or otherwise acknowledge your insolvency.

14.2 Upon the occurrence of any Event of Default and at any time after that we may, despite any other provision of this Agreement, by written notice to you do one or more of the following:

- a) require you to take such action within such time period as we determine in our discretion to rectify the incident which gave rise to the Event of Default and, upon our request, provide evidence of having taken such action;
- b) delay, decrease, suspend, or cease one or more categories of funding, as applicable, under this Agreement as detailed further in section 14.6 below;
- c) terminate this Agreement immediately or within a time period stipulated by us; or
- d) declare any payments made under this Agreement after the occurrence of the Event of Default to be due and repayable by you to us pursuant both to the terms of this Agreement and to the provisions of section 7 of the *Child Care BC Act*, and such monies will either, at the option of the Province, become due and payable within a timeframe specified by us, or will be deducted by us from any subsequent child care funding.

14.3 In addition to and without limiting any of our termination options under section 14.2 c), upon the occurrence of an Event of Default under this Agreement, we reserve the right, at our discretion, to deny any future application you may submit to apply for any or all funding, including any future fiscal year funding.

14.4 If we terminate this Agreement under section 14.2 (c), we will pay you:

- a) that portion of the funding described in Schedule B (*CCOF Base Funding Payments*) that is applicable to the period before the occurrence of the Event of Default, and
- b) if you are enrolled in the CCFRI or the ECE Wage Enhancement, the portion of the funding described in Schedule C (*Child Care Fee Reduction Initiative Funding Payments*) and in Schedule D (*ECE Wage Enhancement Funding Payments*) that is applicable to the period before the occurrence of the Event of Default.

Notwithstanding the foregoing, if the applicable reports as outlined in section 7 are not submitted to us within 30 days after the effective date of termination, then we will not pay you any funding under section 14.4 (a) and section 14.4 (b).

14.5 In addition to our termination rights set out in section 14.2 (c), either we or you may terminate this Agreement on 30 days' written notice to the other. If this Agreement is terminated under this section 14.5, we will pay you:

- a) the portion of the funding described in Schedule B (*CCOF Base Funding Payments*) that is applicable to the period before the effective date of termination, and
- b) if you are enrolled in the CCFRI or the ECE Wage Enhancement, the portion of the funding described in Schedule C (*Child Care Fee Reduction Initiative Funding Payments*) and in Schedule D (*ECE Wage Enhancement Funding Payments*) that is applicable to the period before the effective date of termination.

Notwithstanding the foregoing, if the applicable reports outlined in section 7 are not submitted to us within 30 days after the effective date of termination, then we will not pay you any funding under section 14.5 (a) and section 14.5 (b).

14.6 A delay, decrease, suspension, or cessation in payments to you for one category of funding under this Agreement due to an Event of Default may, at our discretion, result in a delay, decrease, suspension, or cessation in payments under any other category of funding in which you are enrolled under this Agreement. The amount or duration of any delay, decrease, suspension, or cessation in payments under one or more such categories of funding in which you are enrolled under this Agreement will be at our discretion.

14.7 The rights, powers and remedies conferred on us under this Agreement or any statute or law are not intended to be exclusive, and each remedy will be cumulative and in addition to and not in substitution for every other remedy existing or available to us.

14.8 The exercise of any one or more remedies available to us will not preclude the simultaneous or later exercise by us of any other right, power or remedy.

## 15 OVERPAYMENT AND REPAYMENT

- 15.1 If funding is paid under this Agreement in an amount to which you were not eligible, including any overpayments made as the result of clerical or administrative error, miscalculation on our part, you ceasing to be licensed to deliver the Child Care Services indicated in Schedule A (*Child Care Services*), or incorrect information supplied by you to us, then such overpayments are repayable to us and we may, after consultation with you and, at our option, do any or all of the following:
- a) recover the amount owed as a debt due to us in accordance with the *Financial Administration Act*;
  - b) reduce or withhold future payments to you under this Agreement until the amount owed is recovered.
- 15.2 Repayments referred to in section 15.1 must be made within 30 days of receipt of the demand for payment or in accordance with the repayment timeframe approved by us.
- 15.3 You acknowledge that pursuant to section 7(2) of the *Child Care BC Act*, the amount of any overpayment referred to in section 15.1 is a debt due to us and may be recovered by us in a court of competent jurisdiction or deducted by us from any subsequent child care funding.

## 16 INDEMNITY

- 16.1 You must indemnify and save harmless us and our employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that we or any of our employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by you or by any of your agents, employees, officers, directors, subcontractors, invitees or licensees in connection with this Agreement.

## 17 NOTICE

- 17.1 Any notice contemplated by this Agreement, by either us or you, to be effective, must be in writing and:
- a) sent by email to the email address provided by the other party; or
  - b) with prior permission from us, mailed by prepaid registered mail to the other party's address as specified in this Agreement.
- 17.2 Any notice sent in accordance with section 17.1 (a) will be conclusively deemed to have been received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to have been received on the next following Business Day.

17.3 Any notice sent in accordance with section 17.1 (b) will be conclusively deemed to have been received by the recipient 96 hours after mailing.

17.4 Within two Business Days of a change to your email address, you must provide us written notice by email of the change.

## 18 **GENERAL**

18.1 Any sections of this Agreement which expressly survive, or by their terms or nature are intended to survive, this Agreement will continue in force indefinitely subject to any express limitations described in this Agreement or prescribed by law, including sections 9.1, 10.2, and 10.4.

18.2 You acknowledge and agree that we may contact other branches within the Ministry and other Province ministries to validate the accuracy of any information that you provide to us under this Agreement, including information regarding the EHT Reimbursement under section 6.

18.3 You must not assign or subcontract any of your rights or obligations under this Agreement without our prior written consent.

18.4 This Agreement does not operate as a permit, licence, approval or other statutory authority which you may be required to obtain from the Province or any of its agencies in order to provide the services. Nothing in this Agreement is to be construed as interfering with the exercise by the Province or its agencies of any statutory power or duty.

18.5 All Schedules attached to this Agreement form part of this Agreement.

18.6 Without limiting any other modification requirements in this Agreement, no modification to Schedule A (*Child Care Services*) of this Agreement is effective unless proposed by you in the manner and format specified by us, and we have provided written notice to you of our acceptance of, and of the effective date of, the proposed modification.

18.7 To the extent that any provision of this Agreement is found to be invalid, illegal or unenforceable, it will be severable from this Agreement and the remaining provisions will not be affected by the severance, and will be valid, legal and enforceable. In the event a provision of this Agreement is found to be unenforceable, such provision will be deemed modified, to the extent possible, for it to be enforceable.

18.8 Nothing contained in the Agreement will create or be deemed to create as between the Parties, a partnership, joint venture, or employment or agency relationship.

18.9 The failure of us to require the performance of any term or obligation of this Agreement, or the waiver by us of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

18.10 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.

18.11 In this Agreement,

- a) the words "includes" and "including" are not intended to be limiting;
- b) words and defined terms importing the singular include and have a comparable meaning when used in the plural, and vice versa, and words importing gender include all genders;
- c) unless the context otherwise requires, references to sections by number are to sections of this Agreement; and
- d) "we", "us", and "our" refer to the Province alone and not to the combination of the Provider and the Province which is referred to as "the Parties".

18.12 References to statutes in this Agreement means the Revised Statutes of British Columbia and any regulations.

18.13 Time is of the essence in this Agreement.

## SCHEDULE A - Child Care Services

Payments made under this Agreement are based on your Facility Licence for the following Facility as detailed in this Schedule.

**Name of Facility:** TREEHOUSE EARLY LEARNING CENTER

**Community Care Facility Licence #:** 3182225

**Organization-Facility ID #:** G-02959-02960

**Community Care and Assisted Living Act Facility Licence Details:**

Maximum Capacity: 25

Licence Category	Maximum Capacity by Care Type
Group Child Care (Under 36 months)	0
Group Child Care (30 months to School Age)	25
Preschool	0
Group Child Care (School Age/School Age Care on School Grounds)	0
Multi-Age Child Care	0

**Service Details:**

Days per week you provide child care: 5

Weeks per year you provide child care: 52

Number of preschool sessions offered per week: 0

Before school care offered: N

After school care offered: N

Before Kindergarten care offered: N

After Kindergarten care offered: N

**Extended Hours Details:**

(Before 6 am, after 7 pm, or overnight service regularly offered) N

Extended Hours - Maximum number of **days** per week: 0

Extended Hours - Maximum number of **weeks** per year: 0

Licence Category (Extended Hours)	Maximum Spaces Offered (4 Hours or Less)	Maximum Spaces Offered (More Than 4 Hours)
Group Child Care (Under 36 months)	0	0
Group Child Care (30 months to School Age)	0	0
Group Child Care (School Age/School Age Care on School Grounds)	0	0
Multi-Age Child Care	0	0

## SCHEDULE A - Child Care Services

Payments made under this Agreement are based on your Facility Licence for the following Facility as detailed in this Schedule.

**Name of Facility:** SEEDLINGS EARLY CHILDHOOD DEVELOPMENT HUB

**Community Care Facility Licence #:** FA12443

**Organization-Facility ID #:** G-02959-24813

### Community Care and Assisted Living Act Facility Licence Details:

Maximum Capacity: 12

Licence Category	Maximum Capacity by Care Type
Group Child Care (Under 36 months)	12
Group Child Care (30 months to School Age)	0
Preschool	0
Group Child Care (School Age/School Age Care on School Grounds)	0
Multi-Age Child Care	0

### Service Details:

Days per week you provide child care: 5

Weeks per year you provide child care: 52

Number of preschool sessions offered per week:

Before school care offered: N

After school care offered: N

Before Kindergarten care offered: N

After Kindergarten care offered: N

### Extended Hours Details:

(Before 6 am, after 7 pm, or overnight service regularly offered) N

Extended Hours - Maximum number of **days** per week: 0

Extended Hours - Maximum number of **weeks** per year: 0

Licence Category (Extended Hours)	Maximum Spaces Offered (4 Hours or Less)	Maximum Spaces Offered (More Than 4 Hours)
Group Child Care (Under 36 months)	0	0
Group Child Care (30 months to School Age)	0	0
Group Child Care (School Age/School Age Care on School Grounds)	0	0
Multi-Age Child Care	0	0

## SCHEDULE A - Child Care Services

Payments made under this Agreement are based on your Facility Licence for the following Facility as detailed in this Schedule.

**Name of Facility:** SEEDLINGS EARLY CHILDHOOD DEVELOPMENT HUB

**Community Care Facility Licence #:** FA12444

**Organization-Facility ID #:** G-02959-24815

**Community Care and Assisted Living Act Facility Licence Details:**

Maximum Capacity: 25

Licence Category	Maximum Capacity by Care Type
Group Child Care (Under 36 months)	0
Group Child Care (30 months to School Age)	25
Preschool	0
Group Child Care (School Age/School Age Care on School Grounds)	0
Multi-Age Child Care	0

**Service Details:**

Days per week you provide child care: 5

Weeks per year you provide child care: 52

Number of preschool sessions offered per week:

Before school care offered: N

After school care offered: N

Before Kindergarten care offered: N

After Kindergarten care offered: N

**Extended Hours Details:**

(Before 6 am, after 7 pm, or overnight service regularly offered) N

Extended Hours - Maximum number of **days** per week: 0

Extended Hours - Maximum number of **weeks** per year: 0

Licence Category (Extended Hours)	Maximum Spaces Offered (4 Hours or Less)	Maximum Spaces Offered (More Than 4 Hours)
Group Child Care (Under 36 months)	0	0
Group Child Care (30 months to School Age)	0	0
Group Child Care (School Age/School Age Care on School Grounds)	0	0
Multi-Age Child Care	0	0

## SCHEDULE A - Child Care Services

Payments made under this Agreement are based on your Facility Licence for the following Facility as detailed in this Schedule.

**Name of Facility:** SEEDLINGS EARLY CHILDHOOD DEVELOPMENT HUB

**Community Care Facility Licence #:** FA12445

**Organization-Facility ID #:** G-02959-24817

### Community Care and Assisted Living Act Facility Licence Details:

Maximum Capacity: 50

Licence Category	Maximum Capacity by Care Type
Group Child Care (Under 36 months)	0
Group Child Care (30 months to School Age)	0
Preschool	0
Group Child Care (School Age/School Age Care on School Grounds)	50
Multi-Age Child Care	0

### Service Details:

Days per week you provide child care: 5

Weeks per year you provide child care: 52

Number of preschool sessions offered per week:

Before school care offered: Y

After school care offered: Y

Before Kindergarten care offered: Y

After Kindergarten care offered: Y

### Extended Hours Details:

(Before 6 am, after 7 pm, or overnight service regularly offered) N

Extended Hours - Maximum number of **days** per week: 0

Extended Hours - Maximum number of **weeks** per year: 0

Licence Category (Extended Hours)	Maximum Spaces Offered (4 Hours or Less)	Maximum Spaces Offered (More Than 4 Hours)
Group Child Care (Under 36 months)	0	0
Group Child Care (30 months to School Age)	0	0
Group Child Care (School Age/School Age Care on School Grounds)	0	0
Multi-Age Child Care	0	0

## SCHEDULE A - Child Care Services

Payments made under this Agreement are based on your Facility Licence for the following Facility as detailed in this Schedule.

**Name of Facility:** SEEDLINGS EARLY CHILDHOOD DEVELOPMENT HUB

**Community Care Facility Licence #:** FA12446

**Organization-Facility ID #:** G-02959-24819

**Community Care and Assisted Living Act Facility Licence Details:**

Maximum Capacity: 20

Licence Category	Maximum Capacity by Care Type
Group Child Care (Under 36 months)	0
Group Child Care (30 months to School Age)	0
Preschool	20
Group Child Care (School Age/School Age Care on School Grounds)	0
Multi-Age Child Care	0

**Service Details:**

Days per week you provide child care: 5

Weeks per year you provide child care: 52

Number of preschool sessions offered per week: 5

Before school care offered: N

After school care offered: N

Before Kindergarten care offered: N

After Kindergarten care offered: N

**Extended Hours Details:**

(Before 6 am, after 7 pm, or overnight service regularly offered) N

Extended Hours - Maximum number of **days** per week: 0

Extended Hours - Maximum number of **weeks** per year: 0

Licence Category (Extended Hours)	Maximum Spaces Offered (4 Hours or Less)	Maximum Spaces Offered (More Than 4 Hours)
Group Child Care (Under 36 months)	0	0
Group Child Care (30 months to School Age)	0	0
Group Child Care (School Age/School Age Care on School Grounds)	0	0
Multi-Age Child Care	0	0

## **SCHEDULE B - CCOF Base Funding Payments**

Subject to your compliance with this Agreement, we will pay you the CCOF Base Funding Payments as a monthly amount for each Facility detailed in Schedule A (*Child Care Services*) for the duration of this Agreement as follows:

**a) Group Child Care Base Rate**

Based on the following daily rates for the total number of Enrolled Spaces and Drop-In Spaces each day:

Rate Category	4 Hours or Less	More than 4 Hours
Under 36 months	\$ 6.00	\$12.00
3 years to Kindergarten	\$ 2.74	\$ 5.48
Grade 1 to 12 years	\$ 1.40	\$ 2.80
Preschool	\$ 1.37	\$ 1.37

**b) Additionally, CCOF Base Funding Payments are:**

- i. subject to the Maximum Capacity amount, licence details, and service details for each Facility detailed in Schedule A (*Child Care Services*);
- ii. calculated and provided only for those days when the Facility is open and providing Child Care Services for the Enrolled Spaces and Drop-In Spaces, reported on the monthly Enrolment Report; and
- iii. subject to our receipt and approval of the monthly Enrolment Reports submitted in accordance with the requirements of sections 7.1 and 7.3 of the Agreement.

## SCHEDULE C - Child Care Fee Reduction Initiative Funding Payments

The payments set out in this Schedule are applicable to you if you are enrolled in the CCFRI. Subject to your compliance with the Agreement, we will pay you the monthly CCFRI Funding, consisting of a CCFRI Provider Payment and a Parent Fee Reduction Payment, for each child Enrolled in the CCFRI-Eligible Care Categories for each CCFRI approved Facility detailed in Schedule A (*Child Care Services*) as follows:

### 1. CCFRI Provider Payment

To calculate the total CCFRI Provider Payment each month, we will multiply the current totals reported on the Enrolment Report with the appropriate Daily Rate Category below. Reported Enrolments may be adjusted by us to ensure payments reflect periods of closure consistent with the information you report on the Program Confirmation Form or in such other manner and format that we require.

Daily Rate Category	4 Hours or Less	More than 4 Hours
Under 36 months	\$ 1.20	\$ 2.40
3 years to Kindergarten	\$ 0.55	\$ 1.10

### 2. Parent Fee Reduction Payment

To calculate the monthly Parent Fee Reduction Payment, we will multiply the current totals reported on the Enrolment Report with the appropriate Daily Rate Category below. Reported Enrolments may be adjusted by us to ensure payments reflect periods of closure consistent with the information you reported on the Program Confirmation Form or in such other manner and format that we require.

For months with **20 weekdays or more**, excluding British Columbia statutory holidays:

Daily Rate Category	4 Hours or Less	More than 4 Hours
Under 36 months	\$ 8.75	\$17.50
3 years to Kindergarten	\$ 2.50	\$ 5.00

For months with **19 weekdays** excluding British Columbia statutory holidays:

Daily Rate Category	4 Hours or Less	More than 4 Hours
Under 36 months	\$ 9.21	\$18.42
3 years to Kindergarten	\$ 2.63	\$ 5.26

The monthly Parent Fee Reduction Payment may not equal the amount by which you are required to reduce the Parent Fees (as outlined below) due to unique part-time Enrolments. As a result:

- If the Parent Fee Reduction Payment is more than the amount calculated to reduce the Parent
- If the Parent Fee Reduction Payment is less than the amount calculated to reduce the Parent Fees, please contact us. We will make any required additional payments to you to cover this shortfall, subject to the calculations being verified to our satisfaction.

## Reducing Parent Fees

You are required to reduce Parent Fees in accordance with the calculations in (a), (b) and (c) below, as applicable.

a) For **full-time Enrolments**, you must reduce each Parent Fee by:

Category	Monthly Parent Fee Reduction Amount
Under 36 months	\$350.00
3 years to Kindergarten	\$100.00

b) For **less than full-time (part-time) Enrolments** that are consistent month to month, you must reduce each Parent Fee using the table below.

The calculation for a pro-rated amount has been standardized to be based on a 20 day/month Enrolment regardless of number of days per month to ensure that the Parent Fee Reduction Amount is stable month to month.

Care Category	Days Per Week	Monthly Parent Fee Reduction Amount	
		4 Hours or Less	More than 4 Hours
Under 36 Months	5 days	\$175	\$350
	4 days	\$140	\$280
	3 days	\$105	\$210
	2 days	\$70	\$140
	1 day	\$35	\$70
3 Years to Kindergarten	5 days	\$50	\$100
	4 days	\$40	\$80
	3 days	\$30	\$60
	2 days	\$20	\$40
	1 day	\$10	\$20

- c) For **inconsistent Enrolments**, you must reduce each Parent Fee using the following formulas and the Daily Rates listed in the table below. Note that if a child's Enrolment is not consistent month to month, then the Parent Fee Reduction Amount by which you reduce the Parent Fee will change month to month.

Number of Enrolment Days (4 hours or less) X 4 hours or less Daily Rate  
= Parent Fee Reduction Amount (to a maximum monthly rate for 4 hours or less)

Number of Enrolment Days (More than 4 hours) X More than 4 hours Daily Rate  
= Parent Fee Reduction Amount (to a maximum monthly rate for More than 4 hours)

The combined Parent Fee Reduction Amounts must not exceed the maximum monthly rate in the More than 4 Hours category in the table below.

Care Category	Daily Rate	
	4 Hours or Less	More than 4 Hours
Under 36 Months	\$8.75 (up to a maximum of \$175 per month)	\$17.50 (up to a maximum of \$350 per month)
3 Years to Kindergarten	\$2.50 (up to a maximum of \$50 per month)	\$5.00 (up to a maximum of \$100 per month)

## SCHEDULE D - ECE Wage Enhancement Funding Payments

The ECE Wage Enhancement Funding Payments set out in this Schedule are applicable to you if you enrolled in the ECE Wage Enhancement. Subject to your compliance with the Agreement, we will pay you the following ECE Wage Enhancement Funding Payments:

### 1. ECE Wage Top-Up Funding

We will pay you the ECE Wage Top-Up Funding in the amount of \$4.00 for each Hour Worked by the ECE Employees up to a maximum of 195 hours per month per ECE Employee. You shall distribute the ECE Wage Top-Up Funding to each of those ECE Employees in accordance with section 5.1 of the Agreement. For those ECE Employees who are paid on a salaried (non-hourly) basis, the ECE Wage Top-Up Funding and ECE Portion of Statutory Benefits Funding will be paid based on a breakdown of Hours Worked by those ECE Employees.

### 2. Statutory Benefits Funding and the ECE Portion of Statutory Benefits Funding

We will provide Statutory Benefits Funding and the ECE Portion of Statutory Benefits Funding to you in the total amount of 19.25% for all Wage Top-Up Funding Payments made under the Agreement. The portion of Statutory Benefits Funding set out in Column A of the table below is to compensate you for increased statutory benefit payment obligations arising from the ECE Wage Enhancement Funding Payments. The ECE Portion of Statutory Benefits Funding set out in Column B of the following table, is to cover extra statutory benefits owing from you to the ECE Employees as a result of the ECE Wage Enhancement Funding Payments.

<b>Column A</b> <b>Your Contributions</b> <b>(the "Statutory Benefits Funding")</b>	<b>Column B</b> <b>Benefits payable by You to ECE</b> <b>Employees (the "ECE Portion of Statutory</b> <b>Benefits Funding")</b>
<p><b>Note: This portion of the benefit funding covers your statutory benefit costs. It is not to be distributed to ECE Employees or other staff at your Facility, subject to section 3 (a) below.</b></p> <p>You will include the ECE Wage Top-Up Funding in taxable gross pay when calculating the following statutory benefits:</p>	<p><b>Note: This portion of the benefit funding is payable to the ECE Employees.</b></p> <p>You will pay the ECE Employees at a rate that includes the ECE Wage Top-Up Funding when calculating and paying the following benefits:</p>
<p>CPP (Canada Pension Plan), funded at 5.70% for the employer contribution portion.</p>	<p>Vacation Pay, funded at 5% (Note: You are required to pay ECE Employees vacation pay in accordance with the <i>Employment Standards Act</i>).</p>
<p>EI (Employment Insurance), funded at 2.21% for the employer contribution, which is 1.4 times the employee contribution.</p>	<p>Statutory Holiday Pay, funded at 4%, representing the following 10 days: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day and Christmas Day.</p>
<p>Workers Compensation Board (WCB) funded at 1.49%. WCB is an option for certain employers. Employers who do not pay WCB may reimburse their workplace insurance costs.</p>	

### 3. Benefit Surplus or Deficit

- a) The categories and percentages set out in Column A and Column B of the Table of section 2 above reflect mandatory statutory benefits. However, even after complying with your obligations with respect to the Statutory Benefits Funding and the ECE Portion of Statutory Benefits Funding, you may end up with a surplus of funds for those funding categories. In this instance, you will apply any such surplus Statutory Benefits Funding and ECE Portion of Statutory Benefits Funding toward your ECE Employee salaries or to fund additional statutory benefit expenses for them, such as additional EI or vacation/statutory holiday pay, for example.
- b) There may be instances in which the mandatory statutory benefits percentage amounts, set out in Column A and Column B of the Table in section 2 above, are less than the statutory benefits percentage amounts that you currently pay to your ECE Employees. Notwithstanding this, the Statutory Benefits Funding and the ECE Portion of Statutory Benefits Funding that we provide under this Agreement will be limited to those percentages set out in Table in section 2 above.

### 4. Employer Health Tax (EHT)

If your Facility will be subject to the Employer Health Tax (EHT), then you will also be entitled to receive EHT Reimbursement from us pursuant to sections 6.1, 6.2 and 6.3 to offset any increase in the EHT you are required to pay as a result of the ECE Wage Enhancement Funding.