

# EquipCare BC

## Terms & Conditions

<b>A. Grant Policies, Eligibility Criteria and Terms &amp; Conditions</b>
1) Grant policies, eligibility criteria and Terms & Conditions may be changed at any time without notice.
2) This program and list of eligible capital purchases or rentals is always under review and may change without notice.
3) A secondary review of a grant decision may be requested within 30 calendar days. Only one review per application will be considered and the decision of the CEO is considered final.
4) Applicants must review and agree to the EquipCare BC Terms & Conditions when starting the application process online.
<b>B. Availability of Funds</b>
1) The ability to fund all eligible applications received is conditional on the availability of the funds.
2) The level of funding assistance may vary based on the cost of the item or rental and the availability of funds at the time the request is received to a maximum as outlined by the “up to” eligible amount.
3) Should there be insufficient funds at the time of application period, a waiting list may be employed and carried forward for consideration in the next open application period.
4) Funding approval is valid for 90 calendar days from the date of approval. In some circumstances where backorders or change in purchases are needed, an extension can be requested.
5) There is a maximum of two (2) applications per calendar year. There is no carry forward of unused amounts to future application periods. Each period “up to” eligible limit resets. If an application period has closed, there is no carry forward amount.
6) If any information is missing or the application is incomplete, the application will be suspended as pending information resulting in a delay in evaluating the request and closed within 30 calendar days if there is no follow-up or receipt of information needed.
7) It is the grant recipients’ choice of which vendor they would like to use, however, if the funding is above the standard industry pricing as determined by the BCCPA then the grant recipient is responsible to pay for the difference between the quotes.
8) If the proof of purchase is received and the date is noted to be prior to the start of the application period, then it will not have met the criteria for grant funding. No capital purchases or rental funding under EquipCare BC can be secured prior to the application being approved. Doing so makes the capital purchase or rental funding ineligible for the program.
<b>C. Release of Funds</b>
1) The application and all supporting documentation must be submitted and approved prior to the award being granted.

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- 2) Grant recipients are required to submit receipts and invoices as proof of purchase and expenditure verification 90 calendar days from the time of purchase for approved grant funds to be released. In some circumstances where backorders or change in purchases are needed, an extension can be requested.

## **D. Conditions and Care of Capital Purchases**

- 1) Upon delivery, the vendor (chosen by the applicant) is responsible for the inspection and safe working order of the capital purchase.
- 2) BCCPA has carried out no inspection of the capital purchase and is not responsible for ensuring that it is free from defects.
- 3) The grant recipient acknowledges that BCCPA has no responsibility for maintenance of the capital purchase or rental while it is in your possession, or for loss, damage or expense caused to you or others by improper inspection, repair, condition or use of the capital purchase or rental.
- 4) The grant recipient is responsible for ensuring that the capital purchase or rental is properly maintained and safely operated.
- 5) Regular inspection and maintenance of all capital purchases are the responsibility of the grant recipient and is essential to ensure its safety and efficiency.

## **E. Audit and Financial Control Requirements**

- 1) Grant recipients must confirm that the capital purchases or rentals will primarily be used for the program intended purpose.
- 2) BCCPA, an appointed representative or third party reserves the right to conduct an onsite inspection to validate the capital purchase or rentals utilized and as funded through the program. The site must make every reasonable effort to accommodate this request within a mutually satisfactory timeframe.

## **F. Suspension, Revocation and Repayment of Grant Funds**

- 1) If it is identified that the capital purchase or funding for rentals did not meet the Terms & Conditions of EquipCare BC, BCCPA reserves the right to ask for the repayment of all or a portion of the grant funds, and/or suspend or revoke the grant in full.

## **G. Freedom of Information and Protection of Privacy Act**

- 1) Information collected for the purposes of the application is protected not to be released to anyone for any reason, except as required by law, as required by the BC Ministry of Health Terms of Reference for reporting requirements and as required by the EquipCare BC Release of Information for the purposes of program funding awareness and recognition. Information is not being released without the consent of the applicant or as required by law, in compliance with the Information and Protection of Privacy Act.
- 2) Any report resulting from audits may be disclosed publicly, in compliance with the Freedom of Information and Protection of Privacy Act.

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## H. Communication Protocol

- 1) Once funding has been approved, this information cannot be released publicly prior to obtaining written approval from BCCPA.
- 2) The grant recipient agrees to have their site information, grant amount, and listing of capital purchases or rental funding announced to the media. This may include a formal onsite event with representatives from the BCCPA, the BC Ministry of Health and local dignitaries.
- 3) Grant recipients are required to acknowledge the support of the BC Ministry of Health and BC Care Providers Association in all their promotional material associated with the grant once information can be publicly released.

## I. Liability Waiver

- 1) By agreeing to the Terms & Conditions, you acknowledge and agree that BCCPA has no liability whatsoever with respect to the medical professional or vendor recommendations, or any loss, damage or expense sustained by you.
- 2) You acknowledge that you have read, understood, agree and accepted the Terms & Conditions as stated and acknowledge that you have read the guidelines. You certify that the information provided in this application is true, correct and complete to the best of your ability and the capital purchase or rental funding was not paid for prior to the application approval.
- 3) You hereby release and indemnify on behalf of BCCPA and its employees and the third parties from and against any and all expenses, claims, demands, liabilities, losses, costs, damages, actions, suits or other proceedings of any nature or kind, whomsoever sustained, brought or prosecuted in any manner whatsoever relating to this application or any funding resulting here from, including without limitation based upon, occasioned by or attributable to the negligent act or omissions or the willful or reckless misconduct of the vendor/contractor in its fulfillment or utilization of the funds provided by BCCPA. BCCPA acts solely as a third-party funder and as such has no role in prescribing or recommending capital purchases or rental funding, selecting a vendor or contractor and the relationship between the applicant and the vendor or contractor.