

EquipCare BC

Climate Action - Terms & Conditions

A. Grant Policies, Eligibility Criteria and Terms & Conditions
1) Grant policies, eligibility criteria and <i>Terms & Conditions</i> may be changed at any time without notice.
2) The program list of eligible items is always under review and may change without notice.
3) An invoice submitted with just a labour cost for installation, shipping, and handling requires an accompanying invoice for equipment ordered within that period.
4) 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.
5) Applicants must review and agree to the EquipCare BC – Climate Action <i>Terms & Conditions</i> when starting the application process online.
B. Availability of Funds
1) The ability to fund all eligible applications received is conditional on the availability of the funds up to and including the last period application closing date or until such time funds become exhausted.
2) The level of funding assistance may vary based on the cost of the item, training 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) A waitlist may be employed should residual funds become available for allocation by the end of the last period of funding.
4) Funding approval is valid for 90 calendar days from the date of approval. In some circumstances where backorders or changes in purchases are needed, an extension may be considered.
5) There is a maximum of one application per site per period. There is no carry forward of unused amounts or missed application periods to any future application periods or program renewals.
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.
8) No capital purchases, training, or rental funding under EquipCare BC – Climate Action can be ordered or paid for prior to April 1 st , 2024. Doing so makes the capital purchase, training, or rental funding ineligible for the program.

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C. Release of Funds

- 1) The application and all supporting documentation must be submitted and approved prior to the award being granted. Invoices and proof of payment documents cannot pre-date April 1st, 2024, for grant funding eligibility.
- 2) Grant recipients are required to submit invoices and receipts (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 considered.
- 3) Funding for the requested items cannot be duplicated through warranties, programs, grants, subsidies, rebates, or other financial sources.

D. Conditions and Care of Capital Purchases or Rentals

- 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 – Climate Action, 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

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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 – Climate Action 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.

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, training, 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 for any loss, damage or expense sustained by you from training, vendor, technical or medical professional recommendations.

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, training, or rental funding was not ordered for prior to April 1st, 2024. There is no guarantee that the application will be approved if the items are ordered or paid for before the application is submitted and approved.

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, training, or rental funding, selecting a vendor or contractor and the relationship between the applicant and the vendor or contractor.