

## Funding Agreement

### Department of Children and Youth Affairs Temporary Covid-19 Wage Subsidy Childcare Scheme

#### General Conditions of Funding Agreement (“The Agreement”)

Name of Childcare Service: \_\_\_\_\_

DCYA Number(s): \_\_\_\_\_

Owner: \_\_\_\_\_

Employer Number: \_\_\_\_\_

Tax Reference Number: \_\_\_\_\_

### 1. Interpretation

1.1 “The Agreement” means this Funding Agreement. It sets out the terms and conditions under which the Minister intends to provide funding to the Childcare Service which is signatory to this Agreement. Its purpose is to support providers, childcare staff and parents during the COVID-19 closure period.

1.2 “AIM” means the Access and Inclusion Model.

1.3 “CCSP” means Community Childcare Subvention Plus.

1.4 “Early Learning and Care and School-Age Childcare Programmes” means ECCE (including AIM), NCS, CCSP and TEC.

1.5 “Childcare Service” means the provider or organisation providing an early learning and care or school-age childcare service that has entered into this Agreement with the Minister for the Temporary Covid-19 Wage Subsidy Childcare Scheme.

1.6 “Childcare Staff” means the staff, including ancillary staff, employed by the Childcare Service for the purpose of childcare provision.

1.7 “The Department” means the Department of Children and Youth Affairs (DCYA).

1.8 “ECCE” means the Early Childhood Care and Education programme.

1.9 “Gross weekly pay” means the employee’s Average Gross Weekly Pay for January and February 2020 based on payroll submissions made to Revenue by the employer by 15 March 2020.

1.10 “The Minister” means the Minister for Children and Youth Affairs; including her successors and assigns.

1.11 “NCS” means the National Childcare Scheme.

1.12 “Net weekly pay” means the employee’s Average Net Weekly Pay within the definition of the Revenue Covid-19 Temporary Wage Subsidy Scheme for January and February 2020. It is based on payroll submissions made to Revenue by the employer by 15 March 2020.

1.13 “Pobal” refers to the company limited by guarantee of this name, which is also a registered charity. Pobal functions as the agent of the Minister for Children and Youth Affairs. It acts on the Minister’s behalf in relation to the provision of funding under this scheme.

1.14 “Revenue” means the Office of the Revenue Commissioners.

1.15 “TEC” means the Training and Employment Childcare Scheme.

## **2. Pre-Payment Conditions**

2.1 Payment of the funding or any instalment of the funding shall be subject to the Childcare Service signing this Agreement by hand or electronically thereby confirming that all terms and conditions have been read and accepted.

2.2 The Childcare Service shall provide their Employer Registration Number and Tax Reference Number to facilitate the Department in sharing, through a secure file transfer mechanism, this information with Revenue. This is for the purpose of validating if the Childcare Service has signed up for the COVID 19 Temporary Wage Subsidy Scheme. In providing the Employer Registration Number and tax reference number the Childcare Service is expressly consenting to Revenue providing this validating information to the Department.

2.3 The Childcare Service shall provide their Employer Registration Number and Tax Reference Number to facilitate the Department in sharing, through a secure file transfer mechanism, this information with the Department of Employment Affairs and Social Protection. This is for the purpose of validating if the Childcare Service provider or their employees is in receipt of the COVID 19 Pandemic Unemployment Payment. In providing the Employer Registration Number the Childcare Service is expressly consenting to the Department of Employment Affairs and Social Protection providing this validating information to the Department.

2.4 It is a condition of this scheme that the Childcare Service consents to verification of information received on the application form when received with Revenue and/or the Department of Employment and Social Protection.

2.5 The Childcare Service must continue to comply at all times with the terms and conditions of this Agreement.

### **3. Terms and Conditions of Funding: General**

3.1 These emergency measures apply to Childcare Services which were contracted with the Department to provide Early Learning and Care and School-Age Childcare Programmes on 12 March 2020.

3.2 The Childcare Service will not receive payments under Early Learning and Care and School-Age Childcare Programmes for the duration of this Agreement. Where Childcare Services have received Early Learning and Care and School-Age Childcare Programme payments for a period on or after 6 April 2020, this funding will be recouped through reconciliation of future payments to Childcare Services.

3.3 The Childcare Service shall complete and return the Temporary Covid-19 Wage Subsidy Childcare Scheme application form along with any documents on request by the Department. The application form will require such information as deemed necessary by the Department, including the employer number, tax reference number, payroll information in a format specified by the Department, evidence of the monetary value that the Childcare Service was paid under the COVID-19 Wage Subsidy Scheme for a period specified by the Department. The Temporary Covid-19 Wage Subsidy Childcare Scheme application form will be made available to Childcare Services at a later date. This will be after Revenue's payroll information for the period concerned becomes available which is expected on April 20th.

3.4 A Childcare Service with Childcare Staff must be participating in Revenue's COVID-19 Temporary Wage Subsidy Scheme in order to benefit from funding under this scheme.

3.5 The Childcare Service shall seek to reinstate Childcare Staff who were laid off on or after 12 March 2020. Evidence of this action must be retained by the Childcare Service.

3.6 The Childcare Service shall, upon re-opening following COVID-19 mandated closure, retain the place of each child who was registered with their service on 12 March 2020.

3.7 No payment may be taken from a parent to retain the place of each child who was registered with their service on 12 March 2020.

3.8 The Childcare Service shall not charge any fees to parents for the duration of this Agreement. Where parental fees have already been paid, the Childcare Service will refund any portion of the fee to the parent which covers 6 April 2020 or later.

3.9 The Childcare Service shall not seek or accept voluntary contributions from parents during the effective period of this Agreement.

#### **4. Terms and Conditions of Funding: Childcare Wage Subsidy**

4.1 DCYA will make a payment to the childcare service which will equate to the *Maximum additional payment the childcare service can make to an eligible employee under the Covid-19 Temporary Wage Subsidy Scheme to support payment up to the limits of*

(i) Each employee's Net Weekly Pay or

(ii) €586.

Whichever is the lesser.

4.2 Payments to the Childcare Service under 4.1 will only be applicable to staff who are benefitting from the Covid-19 Temporary Wage Subsidy Scheme; and with respect to Childcare Staff who are not in receipt of, or have ceased to be in receipt of, the COVID-19: Pandemic Unemployment Payment; and only in respect of Childcare Staff who are on the payroll for the duration of this Agreement.

4.3 Where a Childcare Staff member's Net Weekly Pay is less than the weekly Pandemic Unemployment Payment, DCYA will pay the Childcare Service the equivalent of the Pandemic Unemployment Payment for that staff member under this agreement.

4.4 Payments under 4.3 shall not be applicable where the employee has multiple employers.

4.5 Payments under any part of this Agreement (or under 4.1) will not be applicable in respect of employees who are on an employment scheme or other government-funded programme. Such schemes include but are not limited to:

- (a) CE – Community Employment
- (b) CSP – Community Service Programme
- (c) JI – Job Initiative Scheme
- (d) JobsPlus
- (e) Tús
- (f) YESS – Youth Employment Support Service
- (g) HSE/Tusla funded employees

4.6 Funding provided under paragraph 4.1 and 4.3 as the Childcare Wage Subsidy shall only be used towards Childcare Staff payroll. Evidence of this shall be maintained by the Childcare Service.

## **5. Terms and Conditions of Funding: Overhead Payment**

5.1 The Department will fund the Childcare Service based on the equivalent of 15% of the Gross Weekly Pay cost for Childcare Staff.

5.2 Where the net weekly pay costs excludes pay costs for the owner manager of the Childcare service, the Pandemic Unemployment Payment made to the owner manager will be included in the overhead rate calculation.

5.3 Where the aggregate of 5.1 and 5.2 is less than €300, the childcare service will receive €300

5.4 Where the Childcare Service has no employees, the Department will pay a flat rate overhead payment of €300 per week.

5.5 Funding provided under paragraphs 5.1 to 5.4 as the overhead payment shall be used towards ongoing costs incurred by the Childcare Service.

## **6. Undertakings and Warranties**

6.1 The Childcare Service should, where possible, encourage Childcare Staff to engage in training and Continuous Professional Development (CPD) during this closure period.

6.2 The Childcare Service should, where possible, engage in training and Continuous Professional Development (CPD) and carry out administrative tasks during this closure period.

## **7. Payment and Administration Terms**

7.1 The Department's Temporary Covid-19 Wage Subsidy Childcare Scheme will be administered by Pobal.

7.2 All information provided by the Childcare Service under this Agreement will be available to the Department and Pobal for the purpose of administration, payment and verification of the Agreement.

7.3 Payments under this scheme will apply from April 6th subject to the eligibility conditions herein.

7.4 Payments under this Agreement will initially be estimated, pending receipt of the information required through the Temporary Covid-19 Wage Subsidy Childcare Scheme application form. Any over or under payment will be reconciled on receipt of this information.

7.5 Under or over payments may be reconciled through future payments under this Agreement or other Department of Children and Youth Affairs funded programme agreements, as necessary.

## **8. Term and Termination**

8.1 These emergency measures will apply from 6 April 2020 and for the duration of Revenue Temporary Wage Subsidy Scheme, in accordance with the Minister's or Government's decisions in this area.

8.2 This Agreement may be amended by the Department at any time and may be terminated by the Department with one weeks' notice.

8.3 The Childcare Service shall maintain evidence of compliance with the terms and conditions of this Agreement and shall produce such documentation upon request to the Department or Pobal. The Childcare Service shall allow access to relevant financial and other records for this purpose, and shall facilitate and co-operate with verification as required.

8.4 The Childcare Service shall permit representatives and agents of the Department to attend at the premises of the Childcare Service and shall permit access to the Childcare Service premises and personnel for the purposes of verification of compliance with the terms and conditions of this Agreement.

8.5 Failure to comply with the terms and conditions of this Agreement may result in a suspension or recoupment of funding under this Agreement and/or a termination of this Agreement.

I agree to abide by the terms and conditions herein and consent to the provision of required information as described within this Agreement on request.