

## Subsidized childcare services agreement and fee schedule

The parent who signs the subsidized childcare services agreement is the one who must pay the basic contribution. This parent is also required to pay the additional contribution, when necessary.

When they sign the subsidized childcare services agreement, parents may, whether or not they are separated, divide the number of days for which they will be required to pay the basic contribution between them for the same child, as well as the additional contribution, if applicable.

Each parent who signs the subsidized childcare services agreement will receive an RL-30 slip no later than February 28, 2020 reflecting the number of days for which the parent was required to pay the basic contribution. The RL-30 will enable parents to determine the additional contribution that they will have to pay when they file their income tax returns.

### Fee schedule for subsidized childcare services

The contribution required of parents whose child attends a subsidized childcare service is composed of a basic contribution and an additional contribution adjusted according to family income. The additional contribution is reduced by 50% for the second child and there is no additional contribution for the third child and subsequent children attending subsidized childcare in the same calendar year.

The basic contribution is payable directly to the childcare service while the additional contribution is paid by the parents to Revenu Québec when they file their income tax returns.

### Calculating the additional contribution - [mfa.gouv.qc.ca](http://mfa.gouv.qc.ca)

Parents will find a calculation tool on the Ministère de la Famille website enabling them to estimate the amount of the additional contribution they will have to pay to Revenu Québec when they file their income tax returns. They should then select the method that suits them best.

Parents who prefer to spread out the payment of their additional contribution may:

- in the case of employees: ask their employer to increase their Québec income tax withheld at the source on each of their pay cheques;
- in the case of self-employed workers: increase the amount of their instalment payments.

Parents who prefer to pay the additional contribution in a single instalment when they file their income tax returns are encouraged to set aside the amount needed to make this payment.



for a child younger than 5 years of age on September 30

**Consumer Protection Act, section 189 and following  
Regulation respecting reduced contributions, section 6**

**NOTE FROM THE MINISTÈRE DE LA FAMILLE**

The reduced contribution is composed of two parts: the basic contribution and an additional contribution.

The basic contribution for 2019 is set at \$8.25 per day and is paid directly by the parent to the subsidized daycare service provider. This contribution entitles you to quality educational childcare for a period of ten hours per day. If attending the childcare establishment at the time when they are scheduled to be served, your child should receive one meal and two snacks. Your child should benefit from a variety of educational activities that are adapted to her/his age and designed to stimulate physical, motor, language, cognitive, emotional, moral and social development. Furthermore, the educational program should help to instil in your child a healthy lifestyle and eating habits that will positively influence her/his health and well-being.

A parent required to pay the basic contribution may also have to pay an additional contribution. This contribution varies depending on the parent's annual family income, and is payable to the Minister of Revenue when the parent files his/her tax declaration. Two parents who are eligible for the reduced contribution can sign this agreement to split the daycare days for the purpose of paying the basic contribution.

The provider may ask you for a supplementary contribution for an outing, additional meal or personal hygiene item supplied. If you want your child to take part in an outing or receive an additional meal or personal hygiene item, you should agree on the required services and the terms by concluding a specific agreement for each of these matters. Similarly, if you need more than 10 hours of continuous childcare for your child, the provider can request an supplementary contribution, the amount of which should be set out in a special agreement. You are free to accept or refuse these services. If you refuse, your child must still receive all the services to which s/he is entitled.

You may cancel the childcare service agreement or a specific agreement. The applicable rules and a form will be supplied to you for this purpose. The provider must remit to you a signed copy of every agreement you have concluded together.

Should you wish further information, visit our website at <http://www.mfa.gouv.qc.ca>

**Between:**

Childcare provider:	<input style="width: 100%;" type="text"/>		
Address at which services will be provided:	Number	Street	Apartment or Suite
	<input style="width: 100%;" type="text"/>		<input style="width: 100%;" type="text"/>
	Municipality	Province	Postal code
<input style="width: 100%;" type="text"/>			
Authorized person (if applicable):	Last name	First name	
	<input style="width: 100%;" type="text"/>		

**hereafter referred to as the “PROVIDER”**

**And:**

Name of parent:	Last name	First name	
	<input style="width: 100%;" type="text"/>		
Address:	Number	Street	Apartment or Suite
	<input style="width: 100%;" type="text"/>		<input style="width: 100%;" type="text"/>
	Municipality	Province	Postal code
<input style="width: 100%;" type="text"/>			
Name of parent (optional):	Last name	First name	
	<input style="width: 100%;" type="text"/>		
Address:	Number	Street	Apartment or Suite
	<input style="width: 100%;" type="text"/>		<input style="width: 100%;" type="text"/>
	Municipality	Province	Postal code
<input style="width: 100%;" type="text"/>			
<input style="width: 100%;" type="text"/>			

**hereafter referred to as the “PARENT”**

For the purpose of the application of this agreement, excluding the sections on termination by the parent, \_\_\_\_\_ is authorized to act for and on behalf of both parents, as evidenced by the signatures of the parents at the end of this agreement.

**Concerning childcare for:**

Name of the child:	Last name	First name	
	<input style="width: 100%;" type="text"/>		
Date of birth:	Year	Month	Day
	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
	<input style="width: 100%;" type="text"/>		

**hereafter referred to as the “CHILD”**

**Article 1. Scope of the agreement**

This agreement applies to a **Parent** who is eligible for the reduced contribution, and a **Provider** who is eligible for the grants mentioned in section 90 of the Educational childcare Act.

**Article 2. Description and delivery of Provider's services**

2.1 For the duration of the agreement, the **Provider** agrees to provide the **Child** with the following:

Educational childcare services up to a maximum of a 10-hour continuous period per day, determined by the **Parent** on the basis of the service hours indicated in this agreement.

The materials used as part of the childcare service.

Snacks, if the **Child** is in the childcare service at the time when snacks are scheduled to be served.

Snacks are served at approximately \_\_\_\_\_ in the morning and approximately \_\_\_\_\_ in the afternoon.

The noon or evening meal, if the **Child** is in the childcare service at the time scheduled for meals, or in some cases, breakfast.

The noon meal is served at approximately \_\_\_\_\_.

Or, an equivalent meal (supper or breakfast) is served at approximately \_\_\_\_\_.

2.2 Days and hours of childcare are as follows:

Day	Regular period		Occasional period	
Monday	from _____	until _____	from _____	until _____
Tuesday	from _____	until _____	from _____	until _____
Wednesday	from _____	until _____	from _____	until _____
Thursday	from _____	until _____	from _____	until _____
Friday	from _____	until _____	from _____	until _____
Saturday	from _____	until _____	from _____	until _____
Sunday	from _____	until _____	from _____	until _____

2.3 The **Provider** will not offer childcare services on the following days:

<i>Indicate the list of days the Childcare establishment is scheduled to be closed</i>		
_____	_____	_____
_____	_____	_____
_____	_____	_____

The **Provider** plans to claim **\$8.25** from the **Parent** for a maximum of **13** days of childcare per year, from among the days indicated in 2.3, when the establishment is scheduled to be closed.

**Article 3. Childcare period chosen by the Parent**

3.1 The **Parent** has opted for the **Provider's** childcare services for his/her **Child**, based on the following childcare needs:

Indicate the days and times that correspond to the regular childcare need among the childcare service hours declared by **Provider** (these hours are given for guidance).

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
from							
until							

Explanation of attendance (if needed): \_\_\_\_\_

Other schedule, depending on special childcare needs: \_\_\_\_\_

Due to seasonal employment, work or school schedule, the **Parent** affirms a need for more than **20** days of childcare per four-week period. (Check if needed)

3.2 If the **Parent** plans to take a vacation that will affect the **Child's** attendance at childcare during the agreed upon childcare period, s/he must inform the **Provider** of this as soon as the vacation dates have been determined or in conformance with the document describing the **Provider's** organization of childcare services.

**Article 4. Amount of the contribution and method of payment**

4.1 The basic contribution payable by the **Parent** is **\$8.25** (eight dollars and twenty-five cents) per day of childcare.

The **Parent** is eligible for the exemption from the basic contribution. (Check if needed)

The total amount paid under the agreement is \$ \_\_\_\_\_.

The first payment is required on the first day of childcare or, at the latest, (when this date falls after the date the childcare services begin)

for a child younger than 5 years of age on September 30

**Article 4. Amount of the reduced contribution and method of payment (continued)**

4.2 Payment of the basic contribution will be as follows:

- Every week     Every two weeks     Once a month

Each payment will be in the amount of \$ \_\_\_\_\_  By cheque     By preauthorized payment     Cash or direct payment

In the event of a cheque with insufficient funds, the **Provider** may claim costs in the amount of \$ \_\_\_\_\_.

In the event of late payment, interest will be charged at the rate of \_\_\_\_\_ % of the outstanding amount, according to the following terms:

**To be completed if this agreement is signed by more than one parent**

4.3 The parents signing this agreement agree on the following distribution of childcare days for the purpose of the basic contribution payment.

Name of parent \_\_\_\_\_ %

Name of parent \_\_\_\_\_ %

If the number of childcare days calculated according to the preceding percentage corresponds to a number that includes a decimal, the number is rounded to the nearest whole number (ex.: 131.4 days is rounded to 131 days; 131.6 days is rounded to 132 days). If the decimal is 0.5, Parent A's number of childcare days is rounded up and Parent B's childcare days is rounded down (ex.: If the number of days of Parents A and B are both 130.5 days, Parent A's number of days is rounded to 131 and Parent B's to 130).

**Article 5. Lateness of parent**

5.1 The **Parent** shall respect the opening and closing hours set out in the agreement. A **Parent** who anticipates arriving after the hour of closing stipulated in the agreement shall notify the **Provider** of this as soon as possible.

5.2 The sum of \$ \_\_\_\_\_ for every \_\_\_\_\_ minutes in excess of the hour of closing may be claimed by the **Provider**.

The amount is calculated based on the hour of closing, in other words, \_\_\_\_\_ up until the **Child's** departure time.

**Article 6. Unexpected closing of the Childcare service**

6.1 If, for reasons beyond its control, the **Provider** must close the childcare service, the **Parent** will be so notified as soon as possible. If the establishment closes after the **Child** has been entrusted to the **Provider**, the **Parent** shall come and pick up the **Child** at the location designated by the **Provider**.

6.2 The **Parent** must then pay the basic contribution for the first unexpected closure day.

**Article 7. Absence of the Child**

7.1 The **Parent** shall notify the **Provider** as early as possible of the **Child's** absence.

7.2 The **Parent** shall pay the basic contribution for the days the **Child** is absent.

**Article 8. Duration of the agreement**

The agreement will come into effect on (date of the first day of attendance of the **Child**) \_\_\_\_\_ and end on

\_\_\_\_\_ for a total duration of \_\_\_\_\_ days of attendance.

**Article 9. Cancellation of the agreement by the Provider**

9.1 The **Provider** may cancel the agreement under the following circumstances:

- 1) When the **Parent**, despite receiving a written notice from the **Provider**, refuses or neglects to pay the contribution the **Provider** is entitled to demand.
- 2) When the **Parent** repeatedly violates the operating rules of the childcare service as specified in the document describing the organization of childcare that was remitted to the **Parent**, and which is appended to this agreement.
- 3) When, with respect to an intervention plan that has been devised to meet the **Child's** specific needs, in concert with the **Parent**, it becomes apparent that the **Provider** has insufficient resources to respond adequately to these specific needs, or that the **Parent** is not collaborating in the application of the intervention plan.

9.2 The **Provider**, before cancelling the agreement, shall give the **Parent** two weeks' notice of such action. The **Provider** may, however, cancel this agreement at any time, with no prior notice, when there is a threat to the health or safety of the attending Children or childcare staff.

**Article 10. Cancellation of the agreement by the Parent**

The signatory parents of this agreement may, together, terminate the agreement at any time by sending a notice to the Provider in accordance with the Consumer Protection Act. A sample notice is provided on page 5.

**Article 11. Specific agreements**

In addition to the services described in Article 2, the **Parent** wishes to add the following services:

- Specific Agreement Concerning Educational Outings (Schedule A)
- Specific Agreement on the Provision of Personal Hygiene Items (Schedule B)
- Specific Agreement on the Provision of an Additional Meal (Schedule C)
- Agreement Concerning the Provision of an Additional Period of childcare (Schedule D)

**Article 12. Various provisions**

**12.1** This agreement shall be signed in duplicate. The **Parent's** obligations commence only after s/he has received a signed copy. When this agreement is signed by more than one parent, each must receive a signed copy of it.

**12.2** This agreement replaces any prior service agreement concluded between the **Provider** and the **Parent**.

**Article 13. Declaration of Provider**

**13.1** The **Provider** declares that this childcare service agreement is in conformance with the agreement prescribed by the Ministère de la Famille et des Aînés.

**13.2** This service agreement consists of \_\_\_\_\_ pages and also includes the following documents (*check off document remitted to the Parent*) that the **Provider** declares it has remitted to the **Parent** before said individual signed it.

- Document describing the organization of childcare services (internal governance)
- Specific Agreement Concerning Educational Outings (Schedule **A**)
- Specific Agreement on the Provision of Personal Hygiene Items (Schedule **B**)
- Specific Agreement on the Provision of an Additional Meal (Schedule **C**)
- Agreement Concerning the Provision of an Additional Period of childcare (Schedule **D**)

**NOTE REQUIRED UNDER LAW CONCERNING  
THE PROTECTION OF THE CONSUMER**

(Contracts of service involving sequential performance)

“The consumer may cancel this contract at any time by sending the attached form or another written notice to such effect to the merchant.

The contract is cancelled of right from the sending of the form or notice.

If the consumer cancels the contract before the merchant has begun the performance of his principal obligation, the cancellation is effected without cost or penalty to the consumer.

If the consumer cancels the contract after the merchant has begun the performance of his principal obligation, the only sums that the merchant may exact from him are:

- a) the price of the services rendered, computed on the basis of the hourly, daily or weekly rates stipulated in the contract, and
- b) the lesser of the following sums: \$50 and a sum representing not more than 10% of the price of the services that were not rendered.

Within ten days following the cancellation of the contract, the merchant must return to the consumer the sum of money he owes him.

It is recommended that the consumer consult sections **190 to 196** of the Consumer Protection Act (R.S.Q. c. P-40.1) and, if necessary, contact the Office de la protection du consommateur.”

The parties have expressly chosen and expressly agree to draw up the present contract, including all annexes, in English.

**Signatures**

Date	Place	Signature of <b>Parent</b>
Date	Place	Signature of <b>Parent</b>
Date	Place	Signature of <b>Provider</b> (authorized person)

**CANCELLATION FORM**  
Consumer Protection Act, section 190

To: \_\_\_\_\_ **Transmission date:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

*Name and address of childcare service provider*

Pursuant to section 193 of the Consumer Protection Act, I cancel the childcare service agreement for  
 \_\_\_\_\_ concluded on \_\_\_\_\_ at  
*First and last name of Child* *Date*  
 \_\_\_\_\_  
*Place*

Name of Parent: \_\_\_\_\_  
Last name First name  
 Address: \_\_\_\_\_  
Number Street Apartment or Suite  
 \_\_\_\_\_  
Municipality Province Postal code

Name of Parent: \_\_\_\_\_  
Last name First name  
 Address: \_\_\_\_\_  
Number Street Apartment or Suite  
 \_\_\_\_\_  
Municipality Province Postal code

\_\_\_\_\_  
 Date Place Signature of **Parent**  
 \_\_\_\_\_  
 Date Place Signature of **Parent**