

Peer Support Services Agreement FAQ

Understanding your Contract – Peer Support Service Providers

We would like to welcome you aboard as a Peer Support Services Provider. A Peer Support Services Provider is an individual who has lived experience of mental health/substance use challenges and is being contracted by Vancouver Coastal Health (VCH) as either a Peer Support Worker or a Peer Support Service Provider.

Peer Support Workers are individuals with lived experience of mental illness/substance use who have graduated from a Peer Support Worker Training Program. These individuals are contracted to work one to one with their peers, providing support to achieve personal goals, to learn new skills, and to further connect with community resources. They may also facilitate group work or activities.

Peer Support Service Providers are individuals with lived experience of mental illness/substance use who are contracted to work, usually with their peers, and who may or may not be trained in a Peer Support Workers Training Program. Peer Support Service Providers carry out a wide variety of activities and often engage in group work with their peers. Some examples include managing bursary funds for education and art programs or organizing a choir group.

For the purposes of the contract you are about to review, Peer Support Service Providers are referred to as “Service Providers”. This is because you are being contracted by VCH as an individual who is offering services (your lived experience of mental illness and substance abuse) in exchange for payment for these services.

Below you will find some helpful Frequently Asked Questions (FAQs) that may assist in answering common questions or concerns that present while reviewing the contract. For reference purposes, rectangle boxes are displayed on the right column and the number inside corresponds to that specific section of the contract.

1. Services and Performance

Q. Where can I find detailed information regarding VCH policies, guidelines and protocols?

1.2

A. All applicable policies and guidelines can be found in the Handbook for Contractors with Lived Experience of Mental Illness/Substance Use. This Handbook will be provided to you by your supervisor.

Q. How often am I likely to have reviews with my Contract Supervisor and how will I be notified of these?

1.3

A. Reviews will occur at the discretion of your Contract Supervisor. You may be notified in person, by telephone, or e-mail regarding these meetings.

2. Representations and Warranties

Q. What information do I need to provide to VCH as proof of licenses, credentials and qualifications?

2.2

A. Any licenses credential and qualifications that are required will be outlined in Schedule A, Section 11 of your contract. This is not solely limited to professional qualifications; as an

example, it could also include attending and completing the Peer Support Worker Training Program or the VCH Privacy and Confidentiality Undertaking.

3. Fees, Expenses, and Taxes

Q. *What information do I need to provide as part of my invoice to ensure I receive payment?* 3.1

A. In the Handbook for Contractors with Lived Experience of Mental Illness/Substance Use, you will find a blank Expense Forms and Hours and Payment Sheet. Your Contract Supervisor can review this information with you to ensure you are confident and understand all requirements in order to complete.

Q. *Am I responsible for paying taxes and charges or will VCH cover these costs?* 3.2

A. You will be responsible for paying any applicable taxes. VCH does not pay any taxes, assessments and charges on your behalf. VCH will not contribute to the Canada Pension Plan or Employment Insurance, withhold federal and provincial taxes or provide any other contributions.

4. Term and Termination

Q. *What conflict resolution/mitigation steps will VCH take prior to termination?*

A. Your contract supervisor and coordinator works in your best interest to support in continual feedback and personal improvement. If there are any performance issues, VCH will communicate with you directly to resolve issues and work towards a resolution. 4.2

Service Providers should note that any violation of policies may result in several potential courses of action including a breach of contract, dispute procedures, and/or termination of contract.

5. Confidentiality, Intellectual Property and Personal Information

Q. *Where can I learn more about the Freedom of Information Protection of Privacy Act (FOIPPA) and the Personal Information Protection Act?* 5.4

A. If you have any questions regarding FOIPPA or want to learn more please let your Contract Supervisor know and they will be able to connect you with the VCH Privacy Office (privacy@vch.ca).

6. Insurance and Indemnity

Q. *As a Peer Support Service Provider am I required to obtain my own insurance?* 6.2

A. No, you will not need to obtain your own insurance. VCH will purchase and maintain Commercial General Liability insurance, in the amount of \$2,000,000.00 per occurrence insuring against any third party bodily injury, third party property damage, and personal and advertising injury that may occur while you are delivering services.

Q. *Am I responsible for paying any insurance deductibles?* 6.2

A. Yes, you are responsible for paying the deductible, however the deductible does not apply in all circumstances. The deductible will only apply if there is a property damage claim where the total cost of damage is less than \$1,000. The deductible does not apply in the event that the cost of property damage exceeds \$1,000. The deductible will never apply in the event of a bodily injury claim.

Q. *As a Peer Services Contractor am I required to have my own WorkSafeBC (WSBC) Coverage?*

6.4

A. No, all Peer Support Service Provider are added to VCH's WorkSafe coverage, which will cover the Peer Support Service Provider for the purposes of the *Workers Compensation Act* (British Columbia). WorkSafeBC will use the term "worker" to identify Peer Support Service Providers as workers; however, this does not mean that the Service Provider is an employees of VCH.

Q. *Am I required to obtain Personal Optional Protection Insurance?*

6.3

A. No, this is not applicable for Peer Support Service Providers.

8. Criminal Record Check

Q. *As a Peer Support Service Provider am I required to obtain a Criminal Record Check before I start work?*

8.1

A. Yes, all Peer Support Service Providers are required to complete a Criminal Record Check (CRC). VCH will cover the cost of the check and will send the appropriate forms to the Ministry of Justice, provided the appropriate sections on the form have been filled out by the Service Provider.

The Service Provider will be able to begin work once the CRC application is in process. However, you will be required to stop working if you fail to comply with a request related to the application process or are deemed a risk under the corresponding legislation. If the results of a CRC show that you do not present a risk of physical or sexual abuse to children or a risk of physical, sexual, or financial abuse to vulnerable adults, then you will be allowed to continue working. Decisions regarding this are made by the Ministry of Justice.

The criminal record check is to be done through the Ministry of Justice. It is valid for 5 years of working with children and/or vulnerable adults. The requirements for working with vulnerable adults are more stringent.

9. Independent Contractor

Q. *By signing this agreement, am I now an employee of VCH?*

9.1

A. No, the Peer Support Service Provider acts as an independent contractor and there is no employment relationship between VCH and the Service Provider. The Service Provider cannot enter into contracts or other legal commitments on behalf of VCH.

10. Assignment and Subcontracting

Q. What does it mean to subcontract services and am I eligible to do this?

10.1

A. Subcontracting is when you allocate a certain portion of your work to another person or party. As the work you are being contracted to do is on an individual and group basis and due to your lived experience, there are no opportunities for a Service Provider to subcontract out.

Sub-contracting does not include shift swapping or having another Peer Support Service Provider cover your shift if you are unable to attend. This should be a discussion with your contract supervisor.

11. Conflict of Interest

Q. I am not sure if I have a conflict of interest – who can I speak to about this to learn more?

11.1

A. If you think you may have a conflict of interest or have a question regarding ethical standards, please contact your Contract Supervisor to discuss this issue further.

12. Notices

Q. Is it considered notice if my Contract Supervisor communicates with me verbally that the terms of my agreement are going to change or that my contract is going to be extended for another year?

12.1

A. A verbal notice must be followed up by a formal written notice. Correspondence related to ending or modifying an agreement must be made in a way that is trackable by both parties.

Schedules

- A. *Services and Additional Terms*** – this section outlines the details of exactly what services you are committed to delivering, where you will be delivering those services and any other accountabilities you will uphold as a Service Provider contracted by VCH.
- B. *Payment*** - this section outlines your payment rate from VCH, and details regarding where to submit your invoices and timelines for when you will receive payment.
- C. *Insurance*** – this section outlines the insurance coverage provided by VCH and includes information regarding additional insurance coverage that may need to be obtained by the Service Provider (i.e. Automobile Liability Insurance if driving is a part of your role).
- D. *Privacy Undertaking*** – this undertaking details the Privacy and Confidentiality terms you are required to adhere by as a Service Provider.

If you have any further questions regarding your contract or role, please contact your Contract Supervisor.