

## **4.6 PAYMENT POLICY AND PROCEDURES**

### **POLICY**

All Life Sharing Network Contractors will be paid on a monthly basis in accordance to Schedule A in each current contract.

### **PROCEDURE**

#### **Contracted Full-Time Support**

Life Sharing Network Contractors who are providing full-time support will be paid on the 1st of each month. The monthly payment includes all expenses pertaining to the care and support of the client, including food, clothing, transportation, personal necessities, and recreation. As a contracted Care Provider, your payment is not subject to deductions such as Employment Insurance, Tax, or Canada Pension Plan. It is strongly advised that you seek counsel from a qualified Financial Advisor to ensure that you are well informed regarding your financial rights and responsibilities as an independent contractor.

- > The Family or Respite Contractor agrees that while it is bound by this Agreement it will not provide similar services to other persons or organizations without the prior written consent of BACI.
- > The Family or Respite Contractor is not an employee or servant or partner or agent of BACI or of Community Living BC or the Ministry of Children and Family. The Family or Respite Contractor shall provide all services under this Agreement as an independent contractor, and nothing in this Agreement shall be construed so as to constitute the Family or Respite Contractor as an employee of BACI.
- > The Family or Respite Contractor is (as applicable) responsible for the deduction and remissions of income tax, CPP and EI in respect of each Family Member or Respite Contractor signing this Agreement. If these amounts are not remitted, the Family or respite Contractor will indemnify and hold harmless BACI from and against any claim for taxes, penalties and for withholding of funds by CCRA, the EI Commission, the Canada Pension Commission, WorkSafe BC, the British Columbia Employment Standards Branch or any other government agency with respect to any amount found to be payable by BACI to such commission or agency in respect of the Family or Respite Contractor engaged under to provide any services under this Agreement and any legal fees incurred by BACI in responding to, or defending, such claims.
- > The Family or Respite Contractor will comply with all applicable health and safety regulations including WorkSafe BC. On request the Family

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or Respite Contractor will provide evidence of registration and good standing under WorkSafe BC.

- > The Family or Respite Contractor shall indemnify and save harmless BACI or and from all manner of action, causes of action, proceedings, claims, demands and expenses whatsoever which may be brought to made against BACI or which BACI may sustain, pay or incur as a result of or in connection with any breach by the Family or Respite Contractor of the Family or Respite Contractor's obligations, duties, covenants or agreements set forth in this Agreement, including:
  - > The rules, policies and standards set for Family or Respite contractor care homes by Community Living BC or the Ministry of Children and Family;
  - > The BACI Family or Respite Contractor Life Sharing Network Manual; and
  - > Other policies, rules and instructions of BACI; provided by BACI, as updated from time to time.

### **Contracted Respite Support**

Care Providers who are providing contracted respite support will be paid as invoiced to BACI. At the beginning of the last week of the month, care providers must submit an invoice for the amount of respite they have provided in the current month. Each invoice must contain the name of the client, dates of support provided, rate of pay (as per Schedule A of contract), and total. Funds will not be paid if an invoice is not received or if there are no respite days remaining as per Schedule A of the contract. The monthly payment includes all expenses pertaining to the care and support of the client, including food, transportation, and recreation. It is strongly advised that you seek counsel from a qualified Financial Advisor to ensure that you are well informed regarding your financial rights and responsibilities as an independent contractor.

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### **Sub-Contracted Respite Support**

Care Providers who have been sub-contracted by contracted Care Providers will be paid directly by the contracted Care Provider. It is strongly advised that you seek counsel from a qualified Financial Advisor to ensure that you are well informed regarding your financial rights and responsibilities as an independent sub-contractor.