



Republic of Zambia
Ministry of Health

GUIDELINES ON THE COMMUNITY BASED VOLUNTEER CONTRACT

2022



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FOREWORD



Ministry of Health has the mandate to deliver quality health services across the continuum of care which include promotive, preventive, curative, rehabilitative and palliative care as close to the family as possible through primary health care with focus on community health.

To ensure quality health service delivery at community level, regulation of Community Based Volunteers (CBVs) as the main drivers cannot be over emphasized.

In order to provide the much needed legal framework for CBVs the Ministry of Health in collaboration with the Ministry of Justice developed CBV contracts. Therefore, these guidelines have been developed to provide guidance for the CBVs and the stakeholders. The guidelines contain definitions of legal terms that have been

used in the contract, requirements for one to sign the contract as well as frequently asked questions about CBV and CBV contract. It provides clear information on the terms of reference for working as a CBV as well as the obligations of the Ministry of Health, Partners and stakeholders.

I therefore, urge you to read and understand this document as you engage and manage CBVs

A handwritten signature in black ink, appearing to read 'Lackson Kasonka', written over a light grey rectangular background.

Prof. Lackson Kasonka
Permanent Secretary – Technical Services
MINISTRY OF HEALTH

ACKNOWLEDGEMENTS



I would like to acknowledge the comprehensive and widespread consultative process that facilitated the development of Community Based Volunteers' contract guidelines. The consultative process meant engaging with varied stakeholders at various levels of the health system to ensure that the outcome reflected the wishes and aspirations of all. The stakeholders committed, financial, and technical expertise to the process, which is highly appreciated.

My gratitude goes to our various partners who supported the development of these guidelines. Special thanks go to JHPIEGO for financial support during the development process, special thanks go to UNICEF for supporting us with printing. Special thanks also go to partners, Non-governmental organizations, and international organizations such as CDC, AMREF, AMP Health, ECR, CHAZ, CMMB, and JATA Zambia.

I wish to pay special tribute to the legal department for their leadership and commitment in the process of formulating these guidelines.

It is my hope that these guidelines will fulfil people's expectations with regard to CBV legal framework. It is expected that all other partners and stakeholders will buy into this and make sure CBVs are regulated.

A handwritten signature in black ink, appearing to read 'PMB'.

Dr. Patricia Mupeta Bobo
Acting Director- Public Health and Research

INTRODUCTION

The Attorney General of the Republic of Zambia approved a contract for community-based volunteers to operate.

The contract was prepared in broader partnership for the use of the Ministry of Justice, Ministry of Labor, Ministry of Health, Non-Governmental Organizations, Donor Agencies and Institutions and other numerous associations and foundations partnering with Ministry of Health.

The inclusion of several stakeholders enabled the Ministry to build in the contract provisions which reflect the interests of all stakeholders on one hand and on the other hand this approach ensures its functionality. Having in mind that several initiatives were in place, including various policies regarding the proper regulation of the volunteering.

The approval of the contract on community-based volunteering provides legal regulation of volunteerism, it also provides an appropriate application of the other legal provisions, overcoming of obstacles and creating conditions for promoting the volunteering, and what is very important is that the volunteering effort for the persons who would like to volunteer and for the broader community will be recognized.

The objective of this guideline is to explain to the current or future volunteers and relevant stakeholders the content of the contract, to give answer to the most frequently asked questions related to the application of the contract, clarification of certain dilemmas, and thus to assist in the implementation of the contract, which should help promoting and recognizing the volunteering in the Republic of Zambia.

GENERAL OVERVIEW OF THE CBV CONTRACT

What is the content of the community-based volunteer contract? The said contract on volunteering regulates an organized form of volunteering, including:

- a) defining the term volunteering;
- b) regulation of the manner of volunteering, determining in details the rights and obligations of the volunteers and the supervisors of the volunteering activities;
- c) defining the elements and the content of the volunteering contract; and
- d) determining violations for the responsible persons with the supervisors and the volunteer for not respecting the provisions of the Law and similar.

PART I

WHAT IS VOLUNTEERING IN THE CONTRACT?

The term volunteering stands for voluntary provision of personal services, knowledge, and skills and/or performing other activities for the benefit of other people, bodies, organizations, and other institutions without compensation.

Such definition of the legal provision of the term covers the three key principles on which the volunteering is based on, such as the principle of voluntarism, the principle of performing activities for the benefit of other persons (and not for personal benefit), and the principle of engagement without financial compensation.

In accordance with the legal provision determined in such manner, it means that the volunteering is a voluntary activity based on the freely expressed will of natural persons to provide services, to perform an activity without any type of monetary or other form of compensation for the effort.

The regulation of the issue of volunteering does not limit the time period for performing the voluntary activity. This means that the Law gives a possibility for one person to volunteer for a longer period of time, in different locations, and at the same time to be able to define the conditions of the volunteering contract, as well as the termination of the contract.

The volunteering should be done without any type of compensation, or benefit, with exception the expenses that can be reimbursed and are related to the food, transport to and from training, meeting or work outside their catchment area.

DOCUMENTS NECESSARY TO BE A COMMUNITY BASED VOLUNTEER

Employers of the places where the Volunteers shall work must ensure that the following documents are within their records –

- a) Recommendation letter from the local NHC.
- b) Acceptance by the NHC of the application
- c) signed volunteering contract;
- d) a document (NRC/or endorsement document from a reputable local leader/organization) confirming the identity of the volunteer; and
- e) Statement that he/she was not found guilty for an offence. This must be part of the contract as a declaration.

DOCUMENTS NECESSARY TO SUPPORT THE WORK OF A COMMUNITY BASED VOLUNTEER

Volunteers should ensure that they understand that the contract operates with the following documents

- a) incentives guidelines;
- b) Neighbourhood Health Committee guidelines; and
- c) any other documents issued by the Ministry of Health in relation to Community- Based Volunteers.

WHICH ARE THE RIGHTS OF THE VOLUNTEER?

The rights of the volunteer are expressed in the contract, according to which the volunteer is entitled:

- a) to receive in a written form the description of the rights and obligations that he/she should fulfill and to be familiarized with the conditions and dangers during the volunteering, before the start of the volunteering;
- b) to be familiarized with the general acts of the institution, i.e. of those parts that refer to the volunteer services, for which he/she is engaged;
- c) to use the assets for protection during work, according to the provisions for protection at work;
- d) to be trained or oriented, if that is necessary for the provision of the service which is the object of the contract;
- e) to leave of absence during the volunteering if there are justified reasons for that;

- f) to consult while deciding on the manner of granting the services;
- g) to compensation of the previously agreed expenses related to the volunteering (refer to CBV incentive guidelines); and
- h) protection and privacy of personal data.

WHAT ARE THE OBLIGATIONS OF THE VOLUNTEER?

Besides the rights, the volunteer also has obligations which are defined as follows:

- a) inform the supervisor about the illness or other reasons that prevent him/her from giving the services;
- b) give service according to the contract, and the general acts of the supervisor that he/she was previously introduced to;
- c) give services personally and directly;
- d) participates in any training, mentorship sessions or orientation, in order to provide quality service;
- e) keeps the confidential data, i.e. the classified data of the Ministry (the facility) that he/she was introduced to before giving the service; and
- f) inform the supervisor of the volunteering about the harmful consequences that he/she is familiar with and which may damage the Ministry, the volunteer personally or any third parties.

FOREIGN NATIONAL COMMUNITY- BASED VOLUNTEER

A volunteer who is a foreign national person, is also entitled to the above rights and obligations. Although the volunteering is performed on voluntary basis, each volunteer before starting the volunteering activity has to be informed of his/her rights during the time of volunteering.

WHAT ARE THE OBLIGATIONS OF THE SUPERVISOR OF VOLUNTEERING ACTIVITY?

The supervisor of the volunteering, in accordance with the contract is obligated to:

- a) provide conditions for performing the volunteering according to the law and the contract for volunteer service;
- b) provide materials and assets for performing the volunteering;

- c) provide payment of the previously agreed expenses in due time;
- d) provide confidentiality of the data and protection of privacy; and
- e) provide other conditions stipulated with the contract.

ELEMENTS OF THE VOLUNTEERING CONTRACT

The contract for volunteering has to contain the following elements:

- a) Contracting parties:
 - The institution of the volunteering (title and seat)
 - volunteer (name, surname, address of dwelling, respectively residing);
- b) Object of the contract;
- c) Place of volunteering and duration of the volunteering, and if there is no permanent position, than stating only the places where the services will be provided;
- d) Volunteering activities or services that are provided;
- e) Separate rights and obligations;
- f) Previously agreed expenses for the volunteering and the manner of compensating them;
- g) Manner of ending and terminating the volunteering contract; and
- h) Date and time of concluding the contract.

The relationship between the volunteers and the Ministry (the facility) is regulated by a contract for volunteering. By signing the contract for volunteering and by defining its content there is clear distinction made between the employment relationship and the volunteer activity.

RECORDS ON THE VOLUNTEERING

The Institution of the volunteering is obligated to keep records on the volunteering of all the volunteers. The records kept by the Institution have to contain the following data:

- a) personal information for the volunteer (NRC or any other supporting document).
- b) Residential address
- c) Employment history
- d) written document signed by both parties, determining the rights and obligations of the volunteer and the facility of the volunteering activity
- e) type and duration of the training which the volunteer had during the volunteering; and

PART II

General interpretation of the Contract

Parties clause. This is the first clause of the contract and the party's clause should clearly and unambiguously identify the persons or entities that are parties to the agreement.

ARTICLE 1

Purpose. The purpose of the contract should be clear as there can be no contract without it. The purpose of the contract, in this case, has been clearly stated and the reason for the contract.

ARTICLE 2

General principles applying to volunteering. The current provisions in the contract reflect the principles of volunteering being -

- a) Volunteering benefits the community and the volunteer.
- b) Volunteer work is unpaid.
- c) Volunteering is always a matter of choice.
- d) Volunteering is a legitimate way in which citizens can participate in the health-related activities of their community.

ARTICLE 3

Responsibilities and obligations of CBV. The parties to a contract are responsible for assessing whether the other party to the contract fulfills their contractual obligations. Thus, the responsibilities of the CBV are clearly articulated and stated.

ARTICLE 4

Responsibilities of MoH. In the same fashion, the responsibility of MoH is specifically stated. What is expected from the facilities under the MoH where the Volunteers shall be working from. This is important as the CBV has an idea of what the facility expects from him or her.

ARTICLE 5

Force Majeure. The brief explanation of this article is that the term "force majeure" is derived from French law and translates as 'superior force'. It is a clause in a contract that provides for what happens should an unforeseen event that is outside of the parties' control arise during the term of the contract and cause a party to be unable to fulfill its obligations. The party suffering the event is entitled to suspend performance or be excused from all or part of its obligations under the contract.

These are usually extreme events, such as natural disasters, acts of government, or outbreak of war. A recent example of institutions looking to rely on force majeure as a way of suspending their performance under a contract includes the Covid – 19 pandemic which laid off several employees including volunteers. This means that the other party cannot be sued for this loss of the volunteering as it was due to unforeseen events.

ARTICLE 6

Assignment. An Assignment is the transfer by one party of her/his right to receive performance from the other party to the contract. In this contract, this is not allowed. The contract is only between the parties and cannot be assigned or transferred.

ARTICLE 7

Nature of a volunteer contract. A clear statement that the agreement is binding in honour only and is not intended to be a legally binding contract between the organisation and the volunteer and that neither party intends any employment relationship or other worker relationship to be created. The agreement has been worded in terms of reasonable expectation.

Similarly you will want the volunteer to give you as much notice as possible if they are unable to volunteer for you because of other commitments such as holiday and if they wish to cease volunteering. Again this should be worded as a request for reasonable advance notice rather than a requirement.

Phrases and wording that are commonly found in employment contracts have been generally be avoided such as “notice”, “annual leave” and references to your disciplinary and grievance procedures are not appropriate and should not be applied to volunteer although many organisations provide a complaints procedure and some commit to a process akin to a disciplinary procedure of alerting the volunteer in advance of concerns about their work before ending the relationship.

ARTICLE 8

Language. The language of the contract is English. This is because the entry level for a CBV should be someone who is able to read and write in English.

ARTICLE 9

Prohibitions of the CBV. While the Volunteering Policy implies that anyone can volunteer for the Ministry, provided that the criteria set out under the definition of volunteering are met and the guidelines, the contract has specific provisions on the prohibited conduct by volunteers. Among other things the clause states that the volunteers shall not be a member of the NHC.

Three particular issues may come up in working with volunteers:

- i. The contract prohibits certain types of activities from being carried out;
- ii. The contract limits who can carry out certain types of activities; and
- iii. The contract may require specific approval from the authorities before action.

Article 10

Indemnification. This clause is simply explained as “to indemnify” means to compensate someone for his/her harm or loss. In most contracts, an indemnification clause serves to compensate a party for harm or loss arising in connection with the other party’s actions or failure to act. The intent is to shift liability away from one party, and on to the indemnifying party. It is also known as a “hold harmless” clause, because one party will hold harmless the other for certain events. The events usually stem from something under control of the indemnifying party’s (again, the party who is doing the compensating, or the paying party).

Article 11

Governing law. It is obvious that the law that regulates this agreement is the law of the Republic of Zambia. This means that anything in the contract shall be interpreted in line with our laws.

Article 12

Termination. In simple terms the termination of agreement clause provides details of the circumstances under which parties can end their legal relationship and discontinue the fulfillment of their obligations. The most important role of a termination clause in publishing contracts is **to not leave any ambiguity in determining the term of the contracts**. Parties know exactly when the contracts will get terminated and what events may cause such termination.

Article 13

Fraud and Corruption. This provision mandates that the parties to the agreement should not be involved in fraudulent or corruption activities that would have an impact of the enforcement of the obligations of either party to the agreement. It follows that CBVs are supposed to act above board and ensure that they are not involved in any sort of conduct that is as a result of fraud or corruption. If this is so, the contract may be terminated.

Article 14

Survival clause. Survival clauses **keep parts of the contract enforceable even after a contract ends**. This is solely for the purpose of continuity so that the contract even though abruptly stopped can have the implementation of the same ended in a phased manner.

Article 15

Disciplinary and Grievance Process and Dispute Resolution. The contract aligns the disciplinary process to the current National Neighbourhood Health Committee Guidelines the contract reference the dispute resolution between the parties and not the involvement of high cost dispute resolution mechanisms.

Article 16

Non – Waiver. A non-waiver clause is **designed to prevent the parties from inadvertently waiving their contractual rights**. In most cases, the provision states that the parties to a contract may not change or modify the agreement unless both sides consent to the proposed change or modification in writing.

Article 17

Joint venture. The whole point of the contract is to create a direct and clear relationship between the parties. This intention is seen through the purpose and responsibility of the parties. It follows that this clause is usually inserted to explicitly state that there can be no joint venture or a partnership claimed to exist between the parties.

Article 18.

Amendments. This is also a standard clause which states that the agreement once executed stays as is. There can only be amendments or modifications to the document when the same are agreed between the parties. This clause is essential because if such a clause does not exist either party could take advantage of changing provisions without the knowledge of the other party. Supervisors should be made aware that the approval is for this general contract, if there is an amendment made to an already signed contract it should apply to all the contracts. Amending contracts just for one volunteer would not be good or indeed justifiable.

Article 19

Severability. A severability clause provides that **if a term or provision of the contract is invalid, illegal, or unenforceable, only that term is void and the rest of the contract remains intact.** The intent of the clause is to: Reflect the parties' view that contract terms are separable and independent.

Article 20

Signatories. This is the clause that makes the contract effective and includes the signatures and details of the parties to the contract.

PART III

FREQUENTLY ASKED QUESTIONS

1. Why do I need to sign the contract as a CBV?

ANS: To protect and guide CBV work

2. When do I sign the contract?

ANS: Upon meeting criteria for selection as stated in the NHC guidelines.

3. Who can be my witness when signing the contract?

ANS: Any member of the NHC within the catchment area

4. Am I going to be paid as a CBV?

ANS: NO, However, MoH may, subject to the availability of funds and support, provide incentives to a CBV as contained in the CBV incentive guidelines.

5. How long is the contract duration?

ANS: The contract will be valid for a period of three (3) years, subject to renewal based on performance and conduct.

7. What reasons can cause my termination of the contract?

ANS: CBV contract can be terminated based on the following grounds:

- A death of the CBV
- The CBV is no longer resident in the catchment area
- The CBV convicted of a criminal offence above 6 months with no option of a fine.
- The CBV is proved to have abused MoH or community resources.
- Giving or receiving or attempting to give or receiving a bribe or inducing or attempting to induce a person to perform any corrupt act.
- Gross negligence resulting in loss of or damage to MoH property
- Being drunk on duty (at the clinic or in the community)
- Falsifying any official records (registers, cards, etc.)
- Dishonest conduct that is related to the volunteering service
- Theft

- Causing a fight or fighting while on duty (at the health facility or in the community)
- Causing malicious damage to MoH properties
- The CBV wishes to resign and has given one (1) months' notice both verbally and in writing
- The CBV gets involved in active politics
- The CBV uses abusive language on another CBV, an NHC member, health facility staff or any member of the community.
- The CBV is found to be in contravention of any of the provisions detailed in this contract
- Performance is found to be unsatisfactory

7. **If I apply for a transfer can I be transferred to work as a CBV elsewhere?**

ANS: NO, a CBV is not transferrable.

What happens if I relocate to another catchment area?

ANS: You apply to the NHC in your new residence.

8. **Where can I find the incentives I am entitled to as a CBV?**

ANS: In the CBV incentive guidelines

9. **What are the important documents I need to understand for my work as a CBV better?**

ANS:

1. CBV contract
2. NHC guidelines
3. CBV incentive guidelines
4. Community Health Guidelines
5. Community Health Service Package
6. Community health strategy

10. **What role does the Neighbourhood Health Committee play in my volunteering services?**

ANS: Selection and supervision of the CBVs, Compiling of the CBVs' report, other roles in the NHC Guidelines

11. **Do Volunteers who are foreign Nationals or from a different international institution or Agency have to sign this contract?**

ANS: YES, provided they meet the requirements of a CBV.

12. **What happens if a client or patient dies or gets injured under my care?**

ANS: A volunteer is expected to take responsibility of their own actions, However, when such a thing happens, inform your supervisor immediately.

13. **How many hours of work do I have to put in for my volunteering services?**

ANS:20 hours a week (Maximum of 5 hours a day. As in the incentive guidelines)

14. **When the contract is about to end what do I do? Who makes the first step?**

ANS: Visit your supervisor at the facility to notify them about the matter and they would advise the way forward.

16. **What is the selection criteria for a CBV?**

ANS: The selection criteria for CBVs are described in the NHC guidelines.

17. **Will a CBV at one point get employment within the Ministry?**

ANS: There is no guarantee that the CBV will be considered as an employee of MoH. CBVs are engaged as volunteers, not employees.

18. **What happens in the event of a dispute with my supervisors or any of the staff members?**

ANS: The CBV functions and dispute resolution is stipulated in the NHC guidelines. If the CBV is in doubt, they should consult with their supervisor or any member of the NHC.

19. **Is a CBV entitled to study leave, maternity leave or any other leave?**

ANS: CBV is a voluntary position, and, therefore, the CBV can decide on their leave from tasks as they deem necessary, provided they consult with their supervisor and ensure that service delivery continues in their absence.

20. **Is a CBV able to start work now and sign the contract later?**

ANS: No. A CBV can only be recognized as a CBV by the Ministry of Health if he/she has signed the contract.

Conclusion

This contract is an agreement between the CBV and MoH which is official. A problem with the implementation of the contract arises only when the agreement and its breach is proved. The obligation to perform the terms of the contract is the primary obligation.

The obligation of parties to a contract is activated by the signing for those obligations. It must be a voluntary acceptance of a number of rights and duties that have been stated. Thus it is plain to say that the validity of a contractual obligation lies on the very fact that the formation of a contract involves the parties to take up voluntarily, a morally binding promise. Since the contract is legally recognized and enforceable, the contractual duty gives a legal effect and validity to the moral duty.

It is our sincere hope that the guidelines that have been developed indicate in simpler terms the explanation of the provisions of the contract as well as other aspects that shall assist the stakeholders in the implementation of the contract.

