

Disability Support Worker Independent Contractor Agreement

Private Service Agreement | For Use in Alberta, Canada

Important Notice: This template is provided for general guidance only and does not constitute legal advice. The parties intend this to be a subcontract arrangement, not an employment relationship. Classification as an independent contractor is determined by law — both parties are encouraged to consult a legal or tax professional before signing.

Quick Reference — Agreement Contents

This agreement is organized into 12 parts plus two schedules. Use the table below to locate key sections.

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Part 1 — Parties to This Agreement

This Independent Contractor Agreement ('Agreement') is entered into between the following parties. The parties confirm that this is a subcontract arrangement for services, and not an employment relationship.

1.1 The Client (Person Receiving Support)

Full Name: _____
Address: _____
City / Province / Postal Code: _____
Phone Number: _____
Email Address: _____
Emergency Contact Name & Number: _____

1.2 The Support Worker (Independent Contractor)

Full Name: _____
Address: _____
City / Province / Postal Code: _____
Phone Number: _____
Email Address: _____
Emergency Contact Name & Number: _____

1.3 Authorized Representative (if applicable)

If a family member, guardian, or plan manager is acting on behalf of the Client, please complete the following:

Representative Name: _____
Relationship to Client: _____
Phone / Email: _____

Part 2 — Commencement & Schedule

2.1 Start Date

Date Agreement Begins: _____

2.2 Nature of Engagement

Please indicate the type of arrangement:

Arrangement Type (e.g., Ongoing / Casual / Fixed-Term):

If Fixed-Term, End Date: _____

The Support Worker is engaged as an independent contractor and retains the right to provide similar services to other clients.

2.3 Agreed Service Hours

The agreed hours for provision of services are as follows.

Number of Hours Per Week: _____

Rate of Pay (CAD \$ per hour): _____

Part 3 — Scope of Services

3.1 Services to be Provided

The Support Worker agrees to provide the following services. Check all that apply and add details as needed:

- Personal Care: bathing, dressing, grooming, toileting, continence care
- Meal Preparation & Nutrition Assistance
- Medication Reminders (Support Workers cannot administer medication unless specifically trained and authorized)
- Mobility Assistance & Transfers (specify equipment: _____)
- Community Access & Social Participation (outings, appointments, recreation)
- Transportation (using: Client's vehicle / Support Worker's vehicle / Public Transit)
- Housekeeping & Home Management (laundry, cleaning, errands)
- Communication Support (AAC devices, signing, scribing)
- Behaviour Support (as outlined in any existing Behaviour Support Plan)
- Documentation & Reporting (shift notes, incident reports)
- Other: _____

A detailed description of services may be attached as Schedule A to this Agreement.

3.2 Support Worker Obligations

The Support Worker agrees to:

- Provide all services in a respectful, person-centred, and dignified manner
- Follow the Client's preferences, routines, and any support plans currently in place
- Maintain up-to-date certifications relevant to the role (e.g., First Aid/CPR)
- Report any incidents, concerns, or changes in the Client's condition promptly
- Adhere to duty of care obligations and work safely at all times
- Comply with applicable legislation, including Alberta's Occupational Health and Safety Act
- Respect the Client's right to privacy, dignity, autonomy, and self-determination
- Maintain all required certifications and clearances as a condition of this Agreement

3.3 Client Obligations

The Client (or their authorized representative) agrees to:

- Provide a safe working environment, including necessary equipment and relevant information
- Inform the Support Worker of any known risks, health conditions, or support requirements
- Pay the agreed service rate on time and in the agreed manner
- Provide reasonable notice of schedule changes or cancellations
- Treat the Support Worker with respect

Part 4 — Fees & Expenses

4.1 Invoicing & Payment

Payment Frequency (e.g., Weekly / Bi-Weekly): _____

Payment Method (e.g., Direct Deposit / Cheque / E-Transfer): _____

The Support Worker will submit an invoice or timesheet for services rendered. Invoices must be submitted by: _____.

Payment is due within _____ days of invoice receipt.

4.2 Tax Responsibility

As an independent contractor, the Support Worker is solely responsible for reporting and remitting all applicable income taxes, Canada Pension Plan (CPP) contributions, and any other statutory obligations to the Canada Revenue Agency (CRA). The Client is not responsible for source deductions. Both parties are encouraged to seek advice from a tax professional.

4.3 Travel & Expense Reimbursement

Mileage Rate (CAD \$ per km): _____

Other Reimbursable Expenses: _____

Expense claims must be submitted with receipts within 14 days of the expense being incurred.

Part 5 — Cancellations & Availability

5.1 Cancellation by Client

If the Client cancels a scheduled shift:

- With more than 24 hours notice — No fee is owed
- With less than 24 hours notice — _____ hours of the agreed rate will be payable to the Support Worker
- Medical emergency or hospitalization — both parties will discuss reasonable arrangements

5.2 Cancellation by Support Worker

If the Support Worker is unable to attend a scheduled shift, they must notify the Client as soon as possible and no later than _____ hours before the shift. The Support Worker may, with the Client's approval, arrange a different day for their activity.

5.3 Public Holidays

There is no automatic entitlement to public holiday pay under a contractor arrangement. Any arrangements for public holidays must be agreed upon separately:

Agreed public holiday arrangement: _____

5.4 Extended Unavailability

Both parties agree to provide as much advance notice as possible when unavailable for an extended period.

Minimum notice for extended unavailability: _____

Part 6 — Screening & Qualifications

6.1 Required Clearances

This Agreement is conditional upon the Support Worker providing and maintaining current copies of the following (check all required):

- Criminal Record Check (with Vulnerable Sector Check)
- Child Intervention Check (if applicable)
- Standard First Aid & CPR Certification (Level C)
- Non-Violent Crisis Intervention (NVCI) or similar training
- WHMIS Training Certificate
- Food Safe Certification (if applicable)
- Valid Driver's Licence & Clean Driver's Abstract (if driving is required)
- Other: _____

All clearances must be provided before the Support Worker's first shift and renewed as required. Copies will be kept on file by the Client or their authorized representative.

6.2 Relevant Training

The Support Worker is encouraged to complete training relevant to the Client's specific disability-related needs, including: Autism awareness, communication strategies, safe handling and transfers, and any support-plan specific training requested by the Client.

Part 7 — Confidentiality & Privacy

7.1 Confidentiality Obligations

The Support Worker acknowledges that in the course of providing services they will have access to sensitive and personal information about the Client, including health information, personal routines, financial circumstances, and family matters. The Support Worker agrees to:

- Keep all such information strictly confidential during and after the term of this Agreement
- Not disclose any personal or health information to third parties without the Client's explicit written consent, except where required by law
- Not use any personal information for any purpose other than performing services under this Agreement
- Comply with Canada's PIPEDA and Alberta's Personal Information Protection Act (PIPA)

7.2 Social Media & Photography

The Support Worker agrees not to post photographs, videos, or identifying information about the Client or their household on any social media platform or public forum without the Client's express written consent.

7.3 Survival of Confidentiality

The confidentiality obligations in this section survive the end of this Agreement and continue indefinitely.

Part 8 — Professional Conduct & Boundaries

8.1 Code of Conduct

The Support Worker agrees to:

- At all times act in the best interests of the Client
- Maintain professional boundaries and avoid dual or conflicting relationships
- Refrain from borrowing money, accepting gifts of significant value, or entering into any financial arrangement with the Client
- Not bring visitors, children, or pets to the Client's home or care setting without prior consent
- Refrain from consuming alcohol or using non-prescribed substances during scheduled shifts
- Report any concerns about the Client's wellbeing, safety, or potential abuse to the appropriate authority
- Attend scheduled check-in or coordination meetings as reasonably requested

Part 9 — Health & Safety

9.1 Safe Working Environment

Both parties share responsibility for maintaining a safe environment during service provision. The Support Worker will follow all reasonable health and safety procedures and any applicable requirements under Alberta's Occupational Health and Safety Act.

9.2 Incident Reporting

Any accident, near-miss, or incident occurring during a shift must be reported to the Client or their authorized representative within 24 hours. A written incident report may be requested.

9.3 Equipment & Supplies

The Client agrees to provide any equipment and PPE required for the Support Worker to safely perform their duties. The Support Worker will use all equipment safely and only as trained.

Equipment provided by Client: _____

Part 10 — Ending This Agreement

10.1 Notice Period

Either party may end this Agreement by providing written notice to the other party as follows:

Notice required from Support Worker: _____

Notice required from Client: _____

10.2 Ending for Cause

The Client may end this Agreement immediately, without notice, in the event of serious misconduct by the Support Worker, including but not limited to:

- Theft, dishonesty, or fraud
 - Abuse, mistreatment, or neglect of the Client
 - Serious breach of confidentiality
 - Failure to maintain required certifications or clearances
 - Attending a shift under the influence of alcohol or illicit substances
 - Repeated failure to comply with the terms of this Agreement
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10.3 Ending Without Cause

Either party may end this Agreement without cause by providing the written notice outlined in Section 10.1. No additional payment is owed beyond services already rendered up to the final date.

10.4 Return of Property

Upon the end of this Agreement, the Support Worker agrees to promptly return all keys, access codes, equipment, documents, or other property belonging to the Client.

Part 11 — General Provisions

11.1 Independent Contractor Status

The parties confirm that the Support Worker is engaged as an independent contractor and not as an employee. The Support Worker is not entitled to benefits, entitlements, or protections that apply to employees under Alberta or Canadian law. Nothing in this Agreement creates a partnership, joint venture, or employment relationship.

11.2 Entire Agreement

This Agreement, together with any attached Schedules, constitutes the entire agreement between the parties. It supersedes all prior discussions, negotiations, or arrangements.

11.3 Amendments

Any change to this Agreement must be made in writing and signed by both parties to take effect.

11.4 Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will continue in full force and effect.

11.5 Independent Advice

Both parties acknowledge that they have had the opportunity to seek independent legal or financial advice prior to signing this Agreement and that they sign freely and voluntarily.

Schedule B — Availability

Complete the availability schedules below for both the Support Worker and the Client.

Support Worker Availability

	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Available From							
Available Until							
Notes							

Client Availability

	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Available From							
Available Until							
Notes							

Signatures

By signing below, both parties confirm that they have read, understood, and agree to the terms of this Agreement, and that they enter into it as independent contracting parties.

Client (or Authorized Representative)

Signature: _____

Full Name (Print): _____

Date: _____

Support Worker (Independent Contractor)

Signature: _____

Full Name (Print): _____

Date: _____