

# Independent Contractor Agreement

BETWEEN:

**SafeCare BC**  
1424 – 4710 Kingsway  
Burnaby, British Columbia V5H 4M2

(the "Association")

AND:

**Facilitator Name**  
Address

(the "Contractor")

**IN CONSIDERATION OF** the mutual promises and covenants contained in this agreement (the "Agreement"), the parties agree as follows:

- A. The Association is an Association for Continuing Care Providers that collects and delivers information and resources specific to safe work practices in the continuing care sector.
- B. The Contractor is an independent *[Program Name]* provider who operates an ongoing business to provide training services to a number of companies, organizations and individuals.
- C. This Agreement defines the respective rights and obligations of the parties with respect to the Contractor providing training services to the Association.

## 1. ENGAGEMENT AND SERVICES

- 1.1. The Contractor's engagement under this Agreement will begin on [start date] and will terminated on [end date], subject to the termination provisions in this Agreement.
- 1.2. During the term of this Agreement, the Contractor will provide the services described in Appendix "A", Terms of Service, as requested by the Association (the "Services"). The Contractor represents that they have the required qualifications, skills and experience to provide the Services.
- 1.3. The Contractor is free to provide services to other clients during the term of this Agreement, so long as such activities do not interfere or conflict with the obligations under this Agreement.
- 1.4. A party who wishes to renew this Agreement must provide notice to the other party at least thirty (30) days prior to the end of the Agreement. In absence of such notice, the Agreement will lapse as of the noted expiry date. The Association maintains the sole discretion as to whether the Agreement will be renewed.

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### 2. COMPENSATION

2.1. For all Services rendered under this Agreement, the Association will pay the Contractor [cost] per eight (8) hour training day, or [cost] per hour, excluding GST (where applicable). No additional payment will be made to the Contractor.

2.2. The Contractor will not be paid for any expenses incurred as a result of travelling to/from sessions or preparing for facilitating training unless the location of the workshop falls under the Rural and Remote Fee.

2.3. The Contractor will invoice the Association within thirty (30) days for the amounts payable under this Agreement for the Services rendered. The Contractor will submit any invoices by email to [Training@safecarebc.ca](mailto:Training@safecarebc.ca). The Association will pay such invoices within thirty (30) days after receiving the invoice receipt.

### 3. RURAL AND REMOTE FEE

3.1. In the event that a workshop is booked in an excess of 150 kilometers of the Contractor's home address, the Contractor reserves the right to negotiate a rural and remote contract fee for that workshop. The rural and remote fee is subject to negotiation and mutual agreement.

### 4. ASSIGNMENT AND SUBCONTRACTING

4.1. The Contractor may not assign his/her rights under this Agreement without the prior written consent of SafeCare BC.

### 5. CONFIDENTIALITY

5.1. In this Agreement, "Confidential Information" means information disclosed to, used by, developed by, or made known to the Contractor in the course of the Contractor's engagement under this Agreement which is not generally known by persons outside the Association including, but not limited to, information (printed, electronic or otherwise) pertaining to the Association's, or a member of the Association's, past, present, future and contemplated assets, operations, products, production methods, facilities, equipment, marketing methods or strategies, personnel, finances, pricing, interest rates, sales, clients, industrial designs, inventions, routines, policies and business procedures. Confidential Information also includes an individual's health and/or medical information made known to the Contractor in the course of the Contractor's engagement under this Agreement.

The Contractor acknowledges and agrees that the right to maintain the absolute secrecy of the Confidential Information is a proprietary right which the Association is entitled to protect.

The Contractor covenants and agrees that they will not, except as required by law, either during the term of the engagement under this Agreement or at any time thereafter, directly or indirectly, by any means whatsoever, divulge, furnish, provide access to, or use for any purpose other than the purposes of the Association, any of the Confidential Information.

The Contractor will not remove Confidential Information from the Association's premises except for legitimate purposes under the terms of this Agreement, in which case the Contractor must keep it

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secure at all times. The Contractor will securely lock away Confidential Information when it is not being used by the Contractor.

If a document containing Confidential Information needs to be disposed of by the Contractor, all Confidential Information must be completely and permanently redacted from the document or the document should be shredded, or in the instance of digitally-stored information, permanently deleted.

A breach of these duties of confidentiality constitutes cause for immediate termination of this Agreement.

The Contractor agrees that, upon request by the Association or upon the termination of this Agreement for any reason, they will immediately return to the Association all documents, whether electronic or otherwise, that may contain or be derived from Confidential Information.

5.2. The Contractor agrees that a breach by them of this Confidential Information covenant would result in irreparable harm to the Association that could not adequately be compensated by way of a damage award. The Contractor agrees that in the event of any such breach, in addition to all other remedies available to the Association at law or in equity, the Association shall be entitled as a matter of right to obtain from a court of competent jurisdiction such relief by way of a restraining order, injunction, decree or otherwise as may be appropriate to ensure compliance with such covenants.

### 6. CONFLICT OF INTEREST

6.1. The Contractor will not perform a service for any person or firm where the performance of the service may give rise to a conflict of interest situation between the obligations of the Contractor and the Association.

### 7. PERSONAL INFORMATION

7.1. The Contractor agrees that the Association may collect personal information about them where it is reasonable for the purposes of establishing, managing and/or terminating this independent contractor relationship. The Association may use and disclose the Contractor's personal information only for those purposes, or as permitted by law.

### 8. CONTRACT FOR SERVICES

8.1. This is a contract for services. By signing this Agreement, the parties expressly agree and represent that the Contractor is not an employee of the Association.

### 9. INSURANCE REQUIREMENTS AND RECOMMENDATIONS

9.1. The Contractor is responsible for obtaining and maintaining WorkSafeBC coverage, as applicable, at the Contractor's own expense. The Contractor is required to comply with all conditions of the British Columbia *Workers Compensation Act*, RSBC 1996, c. 492, and regulations thereunder and, upon request, will provide the Association with proof of such compliance.

9.2. The Contractor will be responsible for all fines, levies, penalties and assessments made or imposed under the British Columbia *Workers Compensation Act* and regulations relating in any way to the services,

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and indemnify and save harmless the Association, its employees and related entities from and against any such fines, levies, penalties and assessments.

9.3. The Contractor is responsible to obtain and maintain liability insurance, as they deem appropriate, at the Contractor's own expense.

### 10. TERMINATION AND RESIGNATION

10.1. The Association may terminate this Agreement at any time, without further obligation:

- a) for cause, including a breach by the Contractor of his or her obligations under his Agreement, without any notice or payment in lieu;
- b) without cause, upon 14 days' written notice to the Contractor or payment in lieu.

10.2. If the Association elects to provide payment in lieu of notice of termination of this Agreement, such payment shall be calculated by totalling all payments made to the Contractor for the eight (8) weeks immediately prior to the termination date, and dividing that total by four (4).

10.3. The parties agree that should a Court or tribunal of competent jurisdiction find the Contractor to be an employee or dependent contractor, rather than an independent contractor, any pay in lieu of notice upon termination of work for the Association will be limited to the amount set out in the British Columbia *Employment Standards Act* R.S.B.C. 1996, c. 113, as amended from time to time. No additional compensation of any kind will be provided upon termination of work for the Association whether by way of common law notice or otherwise.

The Contractor acknowledges that the payment in lieu of notice provided in accordance with this provision is in complete satisfaction of all contractual, statutory, or common law notice requirements, in law or in equity. The Contractor acknowledges that they are not entitled to any additional notice or damages arising from the termination of work for the Association and upon receipt of such entitlements, nothing further shall be due and owing to the Contractor in respect of the termination of work with the Association.

10.4. The Contractor may terminate this Agreement at any time upon providing the Association with fourteen (14) days' written notice.

### 11. STATUTORY PAYMENTS AND REMITTANCES

11.1. As an independent contractor, the Contractor is responsible for making any and all payments and remittances that may be required for GST, or under the Income Tax Act (Canada), the Employment Insurance Act (Canada), the Canada Pension Plan Act (Canada), the Income Tax Act (BC), the Workers' Compensation Act (BC), the Employment Standards Act (BC) or any other similar statute of Canada or a province or territory thereof, in connection with the performance of the Services. The Contractor agrees that such remittances will be made in strict accordance with the Contractor's statutory obligations.

11.2. The Contractor agrees to indemnify and save harmless the Association, and its officers, directors, servants, contractors and agents from:

- a) any and all liability for any tax, assessment, penalty, interest, wages, or any other amount of any kind whatsoever, arising under one or more of the Income Tax Act (Canada), the

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Employment Insurance Act (Canada), the Canada Pension Plan Act (Canada), the Income Tax Act (BC), the Workers' Compensation Act (BC), the Employment Standards Act (BC) or any other similar statute of Canada or a province or territory thereof, in connection with the performance of the Services; and

b) any and all costs, charges, legal fees and expenses reasonably incurred by such persons as aforesaid in connection with defending any civil, criminal, statutory or administrative action, proceeding or other remedy with respect to such alleged liability.

### 12. ADDITIONAL TERMS

12.1. This Agreement describes the entire contract between the Contractor and the Association. It supersedes and replaces any prior agreements or representations, whether oral or written. The Contractor agrees there are no collateral contracts or agreements with the Association, and that the Association has not made any representations except as specifically set out in this Agreement.

12.2. This Agreement shall be governed and construed in accordance with the laws of the Province of British Columbia and shall in all respects be treated as a British Columbia contract.

12.3. The Contractor agrees that all restrictions contained in this Agreement are reasonable and valid and hereby waives any and all defences to their strict enforcement by the Association.

12.4. All paragraphs and covenants contained in this contract are severable, and in the event that any of them shall be held to be invalid, unenforceable or void by a court of competent jurisdiction, such paragraphs or covenants shall be severed and the remainder of this Agreement shall remain in full force and effect.

12.5. The provisions of this Agreement shall ensure to the benefit of and be binding upon the Contractor and the Contractor's heirs, executors, personal legal representatives and permitted assigns, and the Association, its successors, assigns and related companies.

12.6. This Agreement may not be assigned by the Contractor.

## Independent Contractor Agreement

By signing below, each party confirms to fully understand and agree to the terms of this Agreement.

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Signature of Association Representative

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

SAMPLE

## Appendix A

### Contractor - Terms of Service

As a Contractor, you will be responsible for training continuing care workers, students and other interest groups as required or assigned on topics that affect their health and safety in the workplace. The following terms are the responsibilities and expectations of Contractors while facilitating on behalf of SafeCare BC. Failure to abide by these terms may result in the termination of the Contract Agreement.

#### GENERAL

I understand and affirm the following general terms:

1. I pledge myself to the highest standard of professional and ethical practice.
2. I will provide an open-minded learning environment for participants.
3. I will arrive 30-minutes prior to a workshop's scheduled start time to set up.
4. I will distribute workshop materials to each participant attending an education session.
5. I will bring the following required for my education session:
  - a. Laptop and any cables required (e.g. adaptor, power cable)
  - b. The necessary software to open the presentation materials
  - c. Presentation materials on a laptop and/or an accompanying USB
6. I will not represent myself as an employee or agent of SafeCare BC.
7. I understand that I have no authority to and will not exercise or present myself as having any authority to enter into or conclude any contract or to undertake any commitment or obligation for, in the name of, or on behalf of the Association.
8. I will distribute and confirm that participants have completed SafeCare BC's sign-in process.
9. I will maintain confidentiality related to names of residents/clients or stories/experiences referenced by myself or participants in session (the learning may be shared, but not the details).
10. I will ensure that all participants who wish to receive a certification of completion complete the workshop in its entirety – no exceptions.
11. I will responsibly evaluate participant attendance and engagement to determine their passing outcome, where applicable.
12. I will promote completion of the electronic evaluation surveys with participants, administer physical surveys (as appropriate), and relay any verbal feedback directly to SafeCare BC.
13. I understand I have an obligation to:
  - a. Follow all workplace health and safety rules and regulations provided by the Association during the Agreement period.
  - b. Take every reasonable precaution to protect myself, fellow facilitators and participants.

## Appendix A

### Contractor - Terms of Service

- c. Travel to and from training sites safely by following the rules of the road. I should never operate a motor vehicle under the influence, while distracted, or while excessively tired.
- d. Make myself and participants aware of first aid and emergency procedures at training locations.
- e. Inform SafeCare BC of any hazardous site conditions, injuries, accidents, or illnesses that affect workshop facilitation or participants, as soon as identified.
- f. Familiarize myself with the requirements of the Occupational Health and Safety Regulation, and comply with all applicable legislation.
- g. Choose to seek medical attention for any injury or medical incident experienced during facilitation. I am strongly encouraged to seek medical attention as soon as possible.

#### **MATERIALS**

##### **I understand and affirm the following Materials terms:**

- 14. I understand that the program materials must remain intact to preserve their integrity and effectiveness.
- 15. I will only teach the courses as specified in the manuals provided and as per the facilitator-to-student ratios specified for each course.
- 16. I will use the most recent version of the program and obtain updated materials as required.
- 17. I will not alter or reproduce any printed or visual training materials without the express written consent of SafeCare BC.
- 18. I will utilize the resource materials and information provided to me by SafeCare BC for education as arranged by SafeCare BC and for no other purpose. I will not aid or assist any other person in the use or reproduction of such materials and information for any other purpose. Video clips, manuals, loose handouts, and other workshop materials may never be copied or distributed in any format. I am not permitted to use the materials or any material components for profit, sold, leased, loaned, rented, copied, or otherwise used without the express written consent of SafeCare BC.
- 19. I understand that all materials, whether printed, visual, or digital, provided by or originating from the workshop program, including any video clips, are copyrighted. I will not use copyrighted materials for any purpose or in any manner other than that expressly authorized hereunder and will not copy, reproduce, publicly perform, display, or publicly distribute them nor aid anyone else in doing so, except when expressly authorized by SafeCare BC.
- 20. I understand that The Association or the host site will provide other materials needed to run a training session such as the projector, flipchart paper, and participant handbooks. These details will be communicated to the Contractor at least 24-hours before a locally scheduled session and at least 72-hours before a session where significant travel is involved.

#### **CERTIFICATION**

##### **I understand and affirm the following Certification terms:**

- 21. While receiving training, re-training, or further education, I acknowledge that the cost of training is assumed by me, the Contractor.



## Appendix A Contractor - Terms of Service

22. I understand that to maintain my certification status with SafeCare BC, I must take part in at least 40 hours of continuing education over a two-year period, following successful completion of the mentorship process, as set out by SafeCare BC. Peer Facilitators and Master Facilitators are required to report completed continuing education to SafeCare BC. SafeCare BC will issue recertification provided recertification requirements are met. Continuing education hours can be accumulated in the following ways:

- a. A minimum of two workshops (16 hours) in the first year and two workshops (16 hours) in the second year, plus at least eight hours of other activities in either your first or second year.
- b. All curriculum edition updates, content delivery updates, and refresher training (if applicable).
- c. Peer-to-peer coaching, safety huddles, new employee orientations, or other types of workplace health and safety training.
- d. Professional development (online or in-person), as approved by SafeCare BC

In addition to fulfilling the continuing education hours of Peer Facilitators, Master Facilitators must be available to facilitate a train-the-trainer workshop once per year.

23. I understand that to ensure quality among Contractors, SafeCare BC maintains the right to audit my facilitation at any time with or without notice.

**By signing below, each party confirms to fully understand and agree to the terms of this Terms of Service.**

\_\_\_\_\_  
Signature of Independent Contractor

\_\_\_\_\_  
Signature of SafeCare BC Representative

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
Name of Organization (if applicable)

\_\_\_\_\_  
Date