WHAT YOU MUST DISCLOSE, AND WHAT YOU DON'T

A rights map for ADAP employment-contractor assessments

The Alberta Disability System Breakdown · August 2026

This document explains what the law requires and what it does not. It is general information, not legal advice for any one person's file. Every legal source is quoted from the primary instrument and listed, with its currency date, in the source index at the end.

1. THE STAND

> *"I am not refusing to participate. I am refusing to disclose my disability to an employment agency I did not approach or vet, but was forced to deal with after already being found disabled by AISH under its original rules. I met the criteria. I was moved to a program through legislation that never looked at my disability, how I qualified, or how long I was on AISH, and moved me without my consent. And now ADAP is forcing me to share my vulnerabilities under the pretense that I am suddenly well enough to be employed and to find work. Full stop."*

Everything below serves one line: the difference between **taking part in ADAP employment services** and **handing medical and diagnostic information to a third-party contractor**. A person can do the first and decline the second. This document does not counsel anyone to skip a meeting, refuse to engage, or breach a program requirement.

2. WHAT THIS ASSESSMENT IS, AND WHAT IT IS NOT

It is employment mapping. In one documented member account, the assessment covered housing, transport, support network, education, certificates, financial literacy, digital skills, essential skills, motivation, and workplace supports. That is a picture of a person's employment situation. It is not a test of disability or of benefit eligibility.

Eligibility was already decided, and it was decided by a director, not by the contractor. The regulation is explicit that the disability determination belongs to the director:

> *"a director may determine, without considering any factors other than the person's severe disability and its impact on the person's ability to participate in employment, whether the severe disability substantially impedes employment continuously or episodically."*
>
> **— AR 96/2026 s.4(2)(b)**

So when a contractor's assessment turns to diagnosis and medical history, it is asking for information that its own task does not decide. That is the contested part, and it is where the health questions in the documented account appeared.

3. WHAT YOU ARE REQUIRED TO DO

This section gives ground where the law gives ground. Credibility depends on it.

There is an employment expectation attached to the ADAP benefit, and it is real. It is written as a discretionary power, not an absolute duty, but it is there:

> *"A director may refuse, suspend, vary or discontinue a benefit provided under section 3.02 of the Act for which an applicant or client is eligible if, in the director's opinion, the applicant or client has (a) refused to seek or accept or has reduced or terminated the applicant's or client's reasonable employment, or (b) refused or neglected to participate in or make use of an employment support."*
>
> **— AR 96/2026 s.15(4)**

So "seek and accept" employment expectations, and an expectation to participate in or make use of an employment support, exist for ADAP. This is the reason this document does not tell anyone to refuse to attend or refuse to engage.

You are required to give medical information to a director, or the department, for eligibility purposes. That duty runs to the director, not to a contractor:

> *"an applicant or client must provide the information about the applicant's or client's physical, mental or psychological condition and undergo the ... examinations that a director considers necessary ..."*
>
> **— AISH Act s.5(2)**

The regulation echoes this: the person must provide a director with relevant medical or psychological reports, and any other reports requested by the director (AR 96/2026 ss.3(2)(a), 4(2)(a)).

There is a benefit consequence for withholding information from the director, or for refusing to let the director verify information:

> *"A director may refuse, suspend, vary or discontinue a benefit ... if, in the director's opinion, the applicant or client ... has failed to ... provide information required by section 5 of the Act ... or comply with a reasonable request of the director to authorize the director to gather or verify information directly from a third party for the purposes of section 5 of the Act ..."*
>
> **— AR 96/2026 s.15(1)(a)(ii)–(iii)**

Read that carefully, because it is the closest the regulation comes to the disclosure question, and it still is not the same thing. It is about giving information **to the director**, and about letting **the director** verify. It is not a duty to disclose your diagnosis **to the contractor**.

4. WHAT YOU ARE NOT REQUIRED TO DISCLOSE

The regulation and the Act are silent on any duty to disclose medical or diagnostic information to a third-party employment contractor. A full read of both instruments returns no requirement of that kind. The words "contractor" and "employment service" do not appear. The medical-disclosure duty runs to the director. The third-party references in the regulation are about the *director* gathering or verifying information, or about paying a third party from a benefit with the client's consent, not about a client handing medical records to a contractor.

Stated plainly, and not one step further than the instruments support: **no provision requires you to disclose your diagnosis to the contractor, and no provision ties a benefit consequence to declining to disclose it to the contractor.** The consequences that are written attach to withholding information from the director (s.15(1)) and to refusing employment or employment supports (s.15(4)). Keep those two lines apart when you speak in the meeting.

5. YOUR RIGHTS, NAMED AND SOURCED

Privacy: which law protects you depends on how the contractor is set up

Start with the part we have to be straight about, because it shapes everything below. The contractor is one of a few things, and which privacy law binds it depends on which. We can rule one out. The others each protect you, but through different sections. Rather than guess, the practical core of this section is a written question that forces the contractor to name its own authority (Section 7, question 1). Once it answers, you know exactly which rules apply to you.

Not the Health Information Act. The Health Information Act governs only a "custodian," and its list of custodians is a list of health-system actors: hospitals, continuing care, ambulance operators, health authorities, pharmacies, designated health-services providers, health Ministers and Departments.

> *"No custodian shall collect health information except in accordance with this Act."*
>
> **— HIA s.18; custodian defined at s.1(1)(f)**

An employment-services contractor is not on that list. So the HIA does not govern what it collects. That is settled, and it removes one statute from the picture.

That leaves two possibilities, and they turn on one fact: is the contractor collecting your information as an agent of the government program, or on its own account as a private company?

If it collects as agent of the public body, the Protection of Privacy Act applies. Alberta's old FOIP law was repealed and replaced; the current public-sector statute is the Protection of Privacy Act (POPA), in force June 11, 2025. Under POPA, a contractor performing a service for a public body is inside the public body's obligations:

> *"'employee', in relation to a public body, includes a person who performs a service for the public body ... under a contract or agency relationship with the public body."*
>
> **— POPA s.1(h)**

If POPA applies, you have two strong rights. Collection must be **necessary**:

> *"No personal information may be collected by or on behalf of a public body unless ... that information relates directly to and is necessary for an operating program or activity of the public body ..."*
>
> **— POPA s.4**

And you must be **told** the purpose, the authority, and a contact:

> *"a public body that collects personal information ... must give notice to the individual, at the time of collection, of (a) the purpose for which the information is collected, (b) the specific legal authority for the collection, (c) the ... contact information to which the individual may direct the individual's questions ..."*
>
> **— POPA s.5(2)**

If it collects on its own account, Alberta's private-sector law, PIPA, is the more likely fit instead. We have not walked PIPA provision by provision here, so we are not going to quote sections we have not opened. What matters for you is that PIPA also limits collection to what is reasonable for a stated purpose, and also requires that the purpose be identified. The shape of the protection is similar; the section numbers differ. If the contractor points to PIPA, that is the moment to get the specific PIPA provisions.

Why this uncertainty does not weaken your position. Under either statute, the same two levers exist. Collection has to be necessary, or reasonable, for a stated purpose. And you have a right to be told the purpose and the authority. Your eligibility was already decided by a director. A diagnosis is the input to an eligibility decision that has already been made. So whether a diagnosis is necessary for employment support is a fair and pointed question under whichever statute governs, and the law makes the contractor answer it. You do not need to resolve the question yourself. You need to make them state their authority in writing, and Section 7 does exactly that.

Human rights: disability, and services

The Alberta Human Rights Act protects against discrimination in services customarily available to the public, on the ground of disability:

> *"No person shall (a) deny to any person or class of persons any goods, services, accommodation or facilities that are customarily available to the public, or (b) discriminate against any person ... because of the ... physical disability, mental disability ... of that person ..."*
>
> **— Alberta Human Rights Act s.4; disability grounds at s.44(1)(h),(l)**

An assessment delivered to the public is a service. Whether requiring a diagnosis as a condition of that service, when eligibility is already established, engages the duty to accommodate is a question a person can raise. It is an argument, not a decided holding, and this document frames it that way.

Charter values

These are the constitutional values in the background. They are the frame, not a ruling.

> *"Everyone has the right to life, liberty and security of the person ..." (s.7) · "Every individual is equal before and under the law ... without discrimination based on ... mental or physical disability." (s.15(1))*
>
> **— Canadian Charter of Rights and Freedoms**

The value of informational privacy has been recognized by the Supreme Court of Canada, most cleanly in *R v Spencer*, 2014 SCC 43. A person compelled to surrender medical information to a private contractor, as a condition of a service tied to a disability benefit, is standing on the ground these provisions protect. This document does not say the assessment "violates" the Charter. That is a court's call.

International frame: the CRPD

Canada ratified the Convention on the Rights of Persons with Disabilities on 11 March 2010.

> *"States Parties shall protect the privacy of personal, health and rehabilitation information of persons with disabilities on an equal basis with others."*
>
> **— CRPD Article 22(2)**

The Convention also recognizes the right to live in the community with choices equal to others (Article 19), and the right to work freely chosen or accepted (Article 27). It is a commitment on the state, not a direct rule a contractor breaks. It is the frame: privacy of health information, and work that is freely chosen, not coerced through the surrender of a diagnosis.

6. HOW TO INVOKE IT IN THE MEETING

Calm, plain, repeatable. Keep participation and disclosure separate every time you speak.

The line, in your own words:

> *"I'm here and I'm taking part. What I'm declining is to hand over my diagnosis and medical history to the contractor running this assessment. My disability was already decided by AISH under its own rules, before I was ever sent to you. I'm asking you to record two things in my file: that I took part, and that I chose not to disclose my medical information to the contractor. If you believe I'm required to disclose it, please show me the provision in writing, and I'll respond in writing."*

When you're asked for a diagnosis, short and repeatable:

> *"You told me this part is voluntary. I'm choosing not to share my diagnosis or medical history. Please note in the file that I took part and declined disclosure, and let's move to the employment questions."*

If the questions continue, you can repeat the same two sentences. You do not have to explain your health to decline to disclose it.

What to keep:

- The consent form they sent you. Keep the email it came in.
- Your own notes, and a recording of your own meeting if you make one. In Canada a person may lawfully record a conversation they are themselves part of, because their own consent brings it within the exemption (Criminal Code, RSC 1985 c C-46, s.184(2)(a), current to 2026-06-17).
- A short written summary you send yourself, or the contractor, the same day, stating that you took part and declined medical disclosure.

The bright line, for your own protection: this document helps you decline disclosure. It does not advise you to skip the meeting or refuse to engage, because those can carry program consequences under AR 96/2026 s.15(4), and this is not the place to test that. If you want to challenge a participation requirement itself, that is separate advice on your specific file.

7. THE WRITTEN QUESTIONS — READY TO SEND

Sending these in writing forces the record onto paper and triggers the notice duty.

1. Under what statutory authority is my personal and health information being collected in this assessment? (Under the Protection of Privacy Act s.5(2), a public body and those collecting for it must tell me the purpose, the specific legal authority, and a contact for questions.)

2. Is disclosure of my diagnosis required for me to receive employment services, given that my eligibility was already determined by a director? If yes, please cite the specific provision.

3. What information do you receive from the department about me, and what information do you share back to the department?

4. Will declining to disclose my medical information affect my assessment or my benefits? Please answer in writing.

8. WHAT WE DO NOT YET KNOW

This campaign says what it cannot confirm as plainly as what it can.

- **What DERA stands for.** No government source located, so we do not print an expansion.
- **Which statute governs the contractor's collection.** The Health Information Act is ruled out. Whether POPA or PIPA applies turns on whether the contractor collects as the public body's agent or on its own account. The written questions are built to make the contractor answer this.
- **Whether the pattern is systemic.** The account of being told disclosure is voluntary and then asked for it anyway is one documented member account, transcribed from audio. It is a specific, sourced account, not yet a finding about how every assessment runs. We are collecting others.
- **Whether declining disclosure has ever been treated as refusing to participate.** No such consequence is written for declining disclosure to a contractor, but the director's discretionary power exists and the two ideas sit close together. Keep participation and disclosure separate.

9. SOURCE INDEX

Every legal source below was opened and quoted from the primary instrument. Alberta statute and regulation texts read from the King's Printer official consolidations; federal texts from Justice Laws; the CRPD from the UN. No third-party summaries used as legal authority. All opened August 12, 2026.

Instrument	Provisions relied on	Currency
AISH General Regulation, AR 96/2026	s.1(2)(e) ADAP disability standard; s.4(2)(b) director determines; s.15(4) employment-expectation consequence; s.15(1)(a)(ii)–(iii) info-to-director consequence; ss.3(2)(a)/4(2)(a) medical reports to a director	Current May 12, 2026; operative from July 2, 2026
AISH Act, RSA c A-45.1 (as am. SA 2025 c20)	s.5(2) condition information to a director; s.6 third-party payment with consent	Consolidation to July 2, 2026
— silence finding	No duty to disclose medical/diagnostic information to a contractor in either instrument	as above
Protection of Privacy Act, SA 2024 c P-28.5	s.4 collection necessity; s.5(2) notice of collection; s.1(h) 'employee' includes contractor; s.10(1) duty to protect	In force June 11, 2025
— FOIP status	FOIP repealed and replaced by POPA + Access to Information Act	in force June 11, 2025
Personal Information Protection Act (PIPA), SA 2003 c P-6.5	Named as the likely governing statute if the contractor collects as a stand-alone private organization	described, not quoted
Health Information Act, RSA 2000 c H-5	s.18 custodian-only collection gate; s.1(1)(f) custodian definition	to July 2, 2026 (HIA does not govern a non-custodian)
Alberta Human Rights Act, RSA 2000 c A-25.5	s.4 services protection; s.44(1)(h),(l) disability grounds	to April 1, 2023
Canadian Charter (Constitution Act, 1982)	s.7; s.15(1); R v Spencer 2014 SCC 43 named as informational-privacy authority	Justice Laws, Aug 6, 2026

Instrument	Provisions relied on	Currency
CRPD (UN)	Art 22(1)(2); Art 19; Art 27(1); Canada ratified March 11, 2010	OHCHR; UN Treaty Collection
Criminal Code, RSC 1985 c C-46	s.184(1) interception offence; s.184(2)(a) party-consent exemption	current to June 17, 2026
AKG (north) / Serco (south) contractor role	Eligibility decided before the contractor; statutory anchor AR 96/2026 s.4(2)(b)	procurement documents / campaign record

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