

Seniors Home Supports Program

HOME SUPPORTS SERVICE AGREEMENT (the "Agreement") dated this ____ day
of _____, _____

BETWEEN

(the SHSP partners)

AND

(the Service Provider)

Overview

Our mandate as a senior-serving organization is to deliver programs which enable older adults to remain independent and stay in their own homes, providing it is safe to do so. The Home Supports Program meets this mandate by connecting seniors with Service Providers within the scope of the program.

A. Purpose

The purpose of this Agreement is to establish a formal agreement between the SHSP partners and the Service Provider.

B. Statement of Mutual Benefit and Interests

Both parties acknowledge that such activities are in the interest of their organizations.

C. SHSP Partners' Responsibilities

- 1) The SHSP partners will provide the Service Provider with written materials on working with seniors and updates on information relating to senior consumers. Additional materials will be distributed periodically.
- 2) The SHSP partners will follow up with Home Supports customers to evaluate the SHSP program.

- 3) The SHSP partners will receive customer complaints pertaining to the Service Provider and will facilitate conflict resolution if required. Further details are included in Section E.

D. Service Provider's Responsibilities

- 1) The Service Provider will ensure that key staff members review written materials on working with seniors.
- 2) The Service Provider will provide the SHSP partners with up-to-date documents as requested. This may include:
 - a. Providing a Certificate of Insurance as proof of minimum \$2 million annual liability coverage;
 - b. Police Information Check including clearance to work with people from a vulnerable sector if a Sole Proprietor Business or Individual;
 - c. Signed Confidentiality and Non-Disclosure Agreement Form;
 - d. Completed Application to Assist Seniors Form;
- 3) The Service Provider will provide customers with a written quote for services prior to beginning work on a job.
- 4) The Service Provider may use the services of subcontractors on the condition that no financial transactions occur between the customer and the subcontractor, and that the subcontractor has a minimum of \$2,000,000 liability insurance, or is covered by the Service Provider's business insurance policy.
- 5) The Service Provider, if requiring pre-payment of deposits from customers, shall have a Pre-Paid Contractor's License, as required by Service Alberta. A Pre-Paid Contractor's License is only required when a pre-payment or deposit is being requested in the customer's home.
- 6) The Service Provider will provide all customers with a receipt of payment.
- 7) The Service Provider will notify the SHSP partners immediately if, for whatever reason, the Service Provider cannot accept new referrals.
- 8) The Service Provider will notify the SHSP partners immediately if the Service Provider would like to be removed from the referral list.

9) The Service Provider must adhere to the SHSP partners' Home Supports Program Guidelines and Policies.

10) The Service Provider will add the SHSP partners as an additional insured, but only with respect to liability arising out of the operations of the named insured.

E. It is mutually understood and agreed upon between the parties that:

1) Complaints

Any complaints received by the Home Supports office relating to the Service Provider will be documented and forwarded to the Service Provider. If the Service Provider cannot resolve the complaint, customers will be instructed on how to submit a formal complaint.

2) Billing and Payment

The SHSP partners are not responsible for any payments related to services provided to customers referred by the SHSP partners. Billing and payment for services will be arranged independently between the Service Provider and the customer.

3) Indemnity

a) The SHSP partners will not be liable to the Service Provider for any damage, loss or injury sustained or incurred by the Service Provider as a result of the services that the Service Provider provides under this Agreement unless the SHSP partners have caused any resulting damage, loss, injury or liability by their gross negligence or by the gross negligence of those for whom the SHSP partners are in law responsible.

b) The Service Provider will indemnify the SHSP partners for all claims and losses suffered, whether directly or indirectly, from the actions or omissions, negligent or otherwise, of the Service Provider.

c) The Service Provider will, at its own expense, and without limiting the Service Provider's liability under this Agreement, insure the Service Provider's operations under a contract of comprehensive general liability insurance, with an insurer licensed in Alberta, in an amount of not less than two million (\$2,000,000.00) dollars per occurrence and an annual general aggregate of not less than five million (\$5,000,000) dollars. The Service Provider will provide the SHSP partners

with certified true copies of the certificate of insurance and insurance policy, including riders, upon request.

4) Modification

Modification within the scope of this Agreement shall be made by mutual consent of both parties, by the issuance of a written modification, signed and dated by both parties, prior to any changes being performed.

5) Participation in Similar Activities

This Agreement in no way restricts either party from participating in similar activities with other public or private agencies, organizations and individuals.

6) Termination or Extension

Either party may withdraw at its sole discretion, in writing, from this Agreement at any time. However, 7 days' notice must be provided to either signing party before termination is in effect.

7) Principal Contacts

All notices, requests, demands or other communications required or permitted by the terms of the Agreement will be given in writing and delivered to the parties of this Agreement as follows:

a) Company Name:
Principal Contact:
Address:
Phone Number:
Email:

b) SHSP Partner's Name:
Principal Contact:
Address:
Phone Number:
Email:

or to such other address any Party may from time to time notify the other.

8) Commencement/Expiration Date

This Agreement is in effect as of the date of signature and with no expiration date unless terminated as laid out above.

9) General

This Agreement is governed by Alberta law.

The provisions of this Agreement (and any breach thereof) may only be waived in a written document signed by the waiving party. This Agreement is the entire agreement between the parties. There are no other oral, written or electronic terms.

The SHSP partners may seek a court order to obtain an injunction or other equitable relief to enforce this Agreement.

No rule or principle of contractual interpretation that requires any provision of the Agreement to be interpreted less favorably toward the party responsible for its drafting shall be employed in interpreting this Agreement.

Headings of sections are inserted for convenience only and shall not be used in interpreting this Agreement.

IN WITNESS WHEREOF, both parties hereto have executed this Agreement as of the last written date below.

Company: _____ Date: _____

Signature: _____
Service Provider or Authorized Signatory

Print Name: _____
Service Provider or Authorized Signatory

Signature: _____ Date: _____
SHSP Partners