



**AGREEMENT BETWEEN THE SENIORS ASSOCIATION OF
GREATER EDMONTON (Sage)
AND _____**

Overview

The Seniors Association of Greater Edmonton (**Sage**) is a multi-service senior-serving agency, offering a wide variety of services, programs and activities for older adults in Edmonton. One of **Sage's** mandates is to deliver programs which enable older adults to stay in their own homes as long as they are safe to do so. **Sage's** Home Services program meets this mandate by connecting seniors with reliable, screened workers to provide home maintenance services.

In order to do so effectively, **Sage** Home Services requires the assistance of many types of **Sage** Registered Service providers. All service providers that use sub-contractors or require pre-payment, and register with the Home Services program are required to provide: a copy of their insurance certificate and proof of BBB registration, in addition to the **Sage** Contractor Registration form, Contractor Agreement with **Sage**, Police Information Check, copy of Pre-Paid Contractors License and the **Sage** Confidentiality Agreement.

Seniors who call **Sage** are given contact information for three or more **Sage**-registered contractors in the relevant work category. Customers are given instructions for submitting feedback on a contractor(s) to the Edmonton BBB.

A. Purpose

The purpose of this Agreement is the establishment of a formal agreement between **Sage** and _____.

B. Statement of Mutual Benefit and Interests

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

C. SAGE Responsibilities

- 1) Sage will provide an initial orientation and training session for key staff members of _____. Written orientation materials will be available for other interested staff and training sessions may be held in future months for further professional development.
- 2) Sage will communicate regularly with _____ to provide updates and obtain feedback.
- 3) Sage will conduct periodic surveys with Home Services customers to ensure customer satisfaction with the services provided by _____.
- 4) Sage will receive customer complaints pertaining to _____ and will provide customers with a BBB complaint form to submit a written complaint to the BBB office.

D. Contractor Responsibilities

- 1) _____ will ensure that key company staff members attend Sage's mandatory contractor orientation and will notify staff of ongoing training opportunities available through Sage.
- 2) _____ will provide Sage with up to date documents as requested. This will include ongoing proof of insurance, proof of BBB Accreditation and a Police Information Check (The Police Information check will only be required for the manager/main contact but must be updated every 2 years).
- 3) _____ will provide customers with a written quote for services before beginning work on a job.
- 4) _____ may use the services of sub-contractors on the condition that no financial transactions occur between the customer and sub-contractor, and that the sub-contractor has minimum \$2 million liability insurance, or is covered by _____'s business insurance policy.
- 5) _____, if requiring pre-payment or 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) _____ will provide all customers with a receipt of payment.

- 7) _____ will notify **Sage** immediately if, for whatever reason, _____ cannot accept new referrals.
- 8) _____ will notify **Sage** immediately if _____ would like to be removed from **Sage's** referral list.
- 9) _____ will adhere to the BBB Guidelines/Standards for Business (Appendix A).
- 10) _____ will participate with **Sage** in program evaluation as reasonably requested by **Sage** but in any event, twice a year (during the months of January and July).

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

1) Complaints

Sage program participants will be instructed during the initial intake call on how to submit a complaint directly to the BBB. Any complaints received by the **Sage** Home Services office relating to _____ will be documented and customers will be instructed on how to submit a written complaint to the BBB office. Contractors' BBB ratings will be affected by unanswered and unresolved complaints as well as complaint volume.

2) Billing and Payment

Sage is not responsible for any payments related to services provided to customers referred by **Sage**. Billing and payment for services will be arranged independently between _____ and the customer.

3) Membership

Sage membership is *not* required to receive services through the **Sage**/BBB program as a customer. However, there is a fifty (50) dollar yearly referral fee for contractors to register with **Sage**, in addition to yearly fees for BBB registration (see Appendix A). This yearly **Sage** registration fee can be used as credit towards a **Sage** corporate membership, which entitles corporate members to discounted advertising in **Sage** publications.

4) Indemnity

a) **Sage** will not be liable to _____ for any damage, loss or injury sustained or incurred by _____ as a result of the Services that _____ provides under this Agreement unless **Sage** has caused any

resulting damage, loss, injury or liability by its gross negligence or by the gross negligence of those for whom **Sage** is in law responsible.

b) _____ will indemnify **Sage** for all claims and losses suffered, whether directly or indirectly, from the actions or omissions, negligent or otherwise, of _____.

c) _____ will, at its own expense, and without limiting _____'s liability under this Agreement, insure _____'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. _____ will provide **Sage** with certified true copies of the certificate of insurance and insurance policy, including riders, upon request.

5) 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.

6) 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.

7) Termination or Extension

Either party may withdraw, in writing, from this agreement at any time. However, seven (7) days notice must be provided to either signing party before termination is in effect.

8) Principal Contacts

The principal contacts for this agreement are:

Sage

Name:

Email:

Name:

Email:

9) 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.

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

SIGNATURE

DATE

SIGNATURE

DATE