



## Client Services Agreement

Between

\_\_\_\_\_ (Agency Name)

\_\_\_\_\_ (Agency Address)

And

Furniture Bank of Central Ohio

118 S. Yale Ave.

This Client Services Agreement between (Agency), an Ohio nonprofit corporation (Agency) and Furniture Bank of Central Ohio, an Ohio nonprofit corporation (FBCO) (individually, a “Party” and collectively, the “Parties”) sets forth a mutually agreed upon arrangement whereby the Parties agree to the following terms and conditions.

It is agreed as follows that the Agency will be entitled to refer clients to FBCO’s furniture bank client services program under the terms of this Agreement below unless this Agreement is cancelled in writing by either FBCO or the Agency.

### **OVERVIEW**

**FBCO’s Mission** is to serve the community by providing furniture for families and individuals in need. In short, FBCO “helps turn empty houses into homes.” Our goal is to improve the lives of beneficiaries by meeting part of their basic human need for shelter through furnishings for their residence, thus improving their self-reliance, their ability to maintain employment, and their ability to provide a nurturing family environment.

**Profile of Clients:** FBCO serves your clients that are having difficulty providing furniture and household items for their residence based on your determination of need. Typical characteristics of clients referred to the Furniture Bank for assistance are found in Schedule A. Agency can determine specific criteria for referring clients to FBCO based on Agency’s specific mission focus, demand, and funding requirements. FBCO reserves the right to refuse services to any clients that it determines exceed the intent of this agreement.

**Benefits to Agencies:** FBCO assists its referring Agencies by satisfying their clients’ needs for basic furniture and household goods. When this need is satisfied, the clients can better focus on other aspects of their lives, whether it be attending to their own mental or physical health, finding and keeping employment, raising children, recovering from addiction or other challenges. In this way, FBCO is assisting and supporting the Agency in their attempts to serve their clients successfully.

**Services for Clients:** FBCO provides gently used furniture and household items for your clients. Agency refers clients to FBCO through their Agency caseworkers. Caseworkers make appointments for Agency clients to either visit FBCO and select needed furniture and household items for their homes or by providing a list of needed furniture and household items which FBCO staff and volunteers will select from available inventory. FBCO will provide the delivery service to the client residence as part of the referral fee. Basic delivery is to the client’s curb or driveway. Clients will need to arrange to move the furniture inside. Inside delivery is available for an additional fee.

**Available Furniture:** FBCO receives donated furniture from both residential and commercial sources, which will be made available to clients. We focus on providing the core items for setting up a household, such as mattresses and box springs, dressers, sofas, chairs, tables, and lamps, as well as other non-core items such as desks, cabinets, bed frames, linens, baby items, kitchen items, and appliances (washers, dryers, refrigerators, stoves, microwaves, coffee makers, toasters, TVs, etc.) Our priority is to provide the core items for clients, and we provide as many of the non-core items as are available at the time. Because all furniture available to clients is donated or built in-house, FBCO cannot guarantee the availability of any specific furniture item(s) at any specific time, but we will provide whatever we have.

## **POLICIES**

FBCO desires to maintain a cooperative and mutually beneficial relationship with its client-referring Agencies. To define and maintain this relationship, FBCO's policies regarding Client Appointments, Delivery Service Fees, and Miscellaneous matters are attached as Schedule B.

FBCO reserves the right to modify its policies from time to time to enhance its services and service quality to Agencies and their clients. FBCO will provide 30 days written notice to Agencies prior to the implementation of any new or revised policies.

## **FEES FOR SERVICES**

FBCO asks that its client-referring Agencies share in a portion of FBCO's delivery costs. FBCO's Schedule of Delivery Fees are attached as Schedule C.

FBCO reserves the right to modify its Schedules of Delivery Fees from time to time to keep fees in line with actual and projected costs. FBCO will provide 30 days written notice to Agencies prior to the implementation of any new or revised fee schedules.

Client fees must be made in advance of appointment. However, FBCO is willing to enter into a formal written agreement for another reimbursement arrangement if necessary due to funding stipulations. We are also willing to consider annual pre-paid agreements or voucher arrangements.

## **AGENCY DELIVERY FEES AND FURNITURE SCHEDULE**

All appointments must use FBCO delivery except a 15-point appointment with prior approval, the proper delivery vehicle and adequate client loading help is available, and as deemed by the sole discretion of FBCO. For insurance reasons no assistance is provided by staff for self-loading and loading must be completed within 15 minutes of arrival.

**TERM OF AGREEMENT**

The initial term of this Agreement is from \_\_\_\_\_ thru \_\_\_\_\_. The Agreement shall renew automatically for successive 12-month periods, if the Agency is current in its payment of all fees due to FBCO, and if FBCO continues to provide the services contemplated herein. FBCO reserves the right to cancel this Agreement, upon written notice to the Agency, if the Agency fails to pay its fees due to FBCO according to the Payment Terms in Schedule B. If FBCO cancels this Agreement due to the Agency’s failure to comply with the Agreement, any delivery fees due for services already provided will still be due and payable.

If FBCO has failed to provide client services to the Agency as stated herein, and FBCO has failed, after written request from the Agency, to remedy its quality of services, the Agency will be entitled to a pro-rated refund of pre-paid Delivery Fees upon written notice to FBCO of cancellation of this Agreement for cause.

**Annual Agency Fees.** FBCO will bill the Agency at the address above for a 12-month service period based on the anticipated spending thresholds that the Agency will make appointments and receive services for during that period. The 12-month period will be from January 1 through December 31.

When you notify us of your spending threshold levels your organization would like to make for an upcoming calendar year, we will invoice you accordingly.

Spending Threshold Level for Agreement Period \_\_\_\_\_.

Initial Prepaid Amount for Agreement Period \_\_\_\_\_.

This Agreement is entered into the date first above written.

**Agency**

Agency Name \_\_\_\_\_

By \_\_\_\_\_ (signature)

\_\_\_\_\_ (printed name)

Title \_\_\_\_\_ Date \_\_\_\_\_

Email address for billing: \_\_\_\_\_

**Furniture Bank of Central Ohio (31-1600869)**

By \_\_\_\_\_ (signature)

\_\_\_\_\_ (printed name)

Title \_\_\_\_\_ Date \_\_\_\_\_

Schedule A  
Typical client profile

The Furniture Bank of Central Ohio provides the following information to help the Agency in determining what type of client to refer to FBCO for services. Agency can determine specific criteria based on their mission focus, funding availability, funding requirements and need.

The following are typical characteristics of clients referred to FBCO:

- Unable to afford to purchase their own furniture (even used)
  - 80% report annual household earnings of less than \$12,000
  - 98% report annual household earnings of less than \$24,000
- Currently or recently unemployed (or under-employed), living at 100% or below government poverty levels.
- Employment challenges created by one or more of the following:
  - Single parent household with child(ren)
  - Physical disability or disease
  - Mental disability or disease
  - Criminal record or prior incarceration
  - History of substance abuse
  - Minimal job skills or training, or no longer able to work due to age
- Other life challenges with significant financial and emotional impact:
  - Previously homeless
  - Recent relocation or immigration
  - Death or divorce in the family unit
  - Domestic violence or abuse
  - Eviction
  - Fire
  - Robbery

## Schedule B

The following procedures will guide the engagement between the client and FBCO

### **Client Appointments**

- 1.1 **Appointment Required**. An appointment is required for every client. FBCO offers several levels of service to match the needs and the fees more appropriately with how much furniture a family needs.
- 1.2 **Furniture to Client**. FBCO gives the furniture to all clients being served on an “as is” and first come, first served basis. FBCO will use its best efforts to make core furniture items available each day for the Agency’s clients. However, FBCO does not guarantee the availability of any specific item on any given day, as availability is a function of incoming donations. FBCO will make its best efforts to ensure that all items donated to FBCO are in “gently used” condition and/or in working order. However, because FBCO must rely on the condition reported by the donor and often has no means to verify the working condition of an item, all items provided by FBCO are provided “As Is,” with no guarantee, express or implied. Health Risk Warranty as applicable.
- 1.3 **Case Manager / Sponsor can Accompany Client**. The client’s case manager or sponsor are encouraged to accompany the client to FBCO for the appointment and remain with the client until the appointment is completed. It is the Case Manager’s / Sponsor’s responsibility to assist the client with filling out their Client Furniture Needs form and Demographic Survey form. If the case manager cannot attend, please contact FBCO to let us know.
- 1.4 **Proof of Identity**. FBCO reserves the right to ask the case manager / sponsor and the client to provide proof of ID, in the form of a driver’s license or other picture ID.
- 1.5 **Late Arrival**. Any client arriving outside of Furniture Bank hours for their appointment time may be required to wait for the next available service day.
- 1.6 **No Show or Last-Minute Cancel**. Any Client appointment cancellation must be cancelled by noon the working day prior to the appointment. Appointments not canceled and no-shows will be assessed the “No Show Fee” as outlined on Schedule B below.
- 1.7 **Demographic Questionnaire**. Each client will be asked to fill out a Demographic Questionnaire, in order that FBCO may track the characteristics of its clients from all Agencies. The questionnaire is kept anonymous, and demographic statistics are reported by FBCO only in summary form.
- 1.8 **Fair Allocation of Furniture to Clients**. FBCO wants every client to have an equal opportunity to select and receive the various furniture and household items that they need. To achieve this goal, FBCO uses a “Point System” to create a limit on the amount of furniture that each client may select and receive. A copy of the “Client Furniture Needs” form used by FBCO is attached as Schedule C. FBCO reserves the right to set limits on certain items or make exceptions to the total “points” of furniture that any client is permitted to select and take, both upward and downward, based on the client’s individual circumstances and family unit size. However, in so doing, FBCO will adhere to its goal of fairness to all clients and Agencies.
- 1.9 **Reschedule Due to Lack of Furniture** – If a client is unable to fill at least 50% of the core items they need due to lack of adequate supply at FBCO’s facility at the time of their appointment, FBCO will make every attempt to reschedule a new appointment for the client. If FBCO has adequate supply of the items the client needs, but the client does not select items due to personal preference, no rescheduling will be allowed, and the appointment will be assessed as if it were a no show.

## **Delivery Services**

- 2 **Basic Curbside Delivery Service.** FBCO's Basic Delivery Service includes loading assistance for the client's furniture and household items and delivery of the items to the curbside at a single delivery address. If the client is not home, another responsible party 18 or older must be present to receive the items being delivered. If there is no party at the home and the delivery crew has attempted to call the client on the phone number(s) given and has waited 10 minutes from the time of initial arrival at the delivery address, then FBCO will return the items to its facility. Re-delivery will be offered to the client no later than the following business day, provided the client/sponsor is again willing to pay the Basic Re-delivery Service Fee.
- 2.1 **Inside Delivery Service.** FBCO's Inside Delivery Service is available based on the following terms for an additional fee.
  - 2.2 **Inside Delivery – Client's Dwelling Condition.** FBCO cannot be responsible for the condition of the client's dwelling at the time of arrival for inside delivery, and FBCO cannot be responsible for damage that may occur to the client's dwelling during inside delivery that is the result of the inadequate condition of the dwelling for accepting heavy or large furniture items.
  - 2.3 **Inside Delivery – Safety of Client's Home Environment.** FBCO reserves the right to refuse inside delivery if, in the opinion of FBCO's employee(s) and/or management, such delivery will be unsafe to the personnel performing the delivery. Such situations would include unrestrained pets, visible firearms, visible drug paraphernalia, occupant intoxication, insect infestation, domestic violence, filthy or overcrowded conditions, etc.
  - 2.4 **Inside Delivery – No Furniture Setup / Assembly / Re-positioning.** The Inside Delivery Service and fee do NOT include the set-up or assembly of any of the items being delivered. Additionally, the Inside Delivery Service does not include re-positioning of furniture items once they are placed, or the moving of client's existing furniture or household items to make room for items being delivered. The initial and only placement of the item will be based on the client's direction at the time of delivery.
- 2.5 **Delivery Timing.** Whenever possible, FBCO will deliver the client's items on the same day as the client's appointment and visit to FBCO, but in no case will it be later than 24 hours after the client's appointment, unless agreed upon by FBCO and client.

## **Miscellaneous**

**3.1 Privacy of Information.** FBCO respects the privacy rights of the Agency and its clients and will provide private client information pertaining to the Agency's clients or the services provided to the clients only to an authorized representative of the Agency upon request.

**3.2 Client Usage Reporting.** FBCO keeps detailed records of all client appointments, including each client's responses to our demographic survey and a list of the furniture and household items given to each client. FBCO will provide each Agency with a Client Delivery Agreement a monthly recap of all clients referred by the Agency and served by FBCO, as well as any client appointment no-shows or last-minute cancellations that were charged the "No-Show Fee" to the Agency. FBCO will be happy to provide this information to the Agency, at other times, upon request.

Schedule C

**Referral Fee and Delivery Service Options**

Agency Spend	Client selection of Furniture	60 Furniture Points Max		45 Furniture Points Max		30 Furniture Points Max		15 Furniture Points Max		
		Curb	Inside	Curb	Inside	Curb	Inside	Curb	Inside	Own Truck
No Contract or less than \$5,000	\$25* +	\$275	\$350	\$225	\$300	\$185	\$260	\$145	\$220	\$135
Greater than \$5,000 and less than \$10,000	\$25* +	\$265	\$340	\$215	\$290	\$175	\$250	\$135	\$210	\$125
Greater than \$10,000	\$25* +	\$255	\$330	\$205	\$280	\$165	\$240	\$125	\$200	\$115

\$25 - fee for clients to visit showroom to select their items, this fee will be waived if client allows FBCO staff to select their items

\$35 – Basic re-delivery fee if client is not home at time of delivery

\$70 – No Show Fee- Client appointments not cancelled by 12 noon the previous business day and client no-shows will be charged the corresponding “Administration Fee”.