

Berks Encore
40 North 9th Street
Reading, PA 19601

p: 610.374.3195
f: 610.374.3483

BerksEncorePA.org



Berks Encore @ Home Vendor Contract

As a vendor enrolled in **Berks Encore @ Home** vetted vendor program, you agree to work within the following requirements:

1. **Response Time.** When a member calls seeking your service, you agree to call the member back within 24 hours to schedule a consultation. When appropriate, Berks Encore may schedule that appointment. **BE@Home** will advertise "priority" privileges, and expects you to provide them to program members.
2. **Senior Friendly.** We expect that all vendor partners participating in this program will be courteous, prompt and customer focused when delivering service to our valued members. It's important to understand the motivations and needs of the members that subscribe to this program as they will range in age from 50 to 85 years and older. Attachment 1 to this agreement provides an excellent overview of our customers needs. You agree to have all of your employees that provide service to **BE@Home** members read this attachment.
3. **Employee screening, Insurance, and License.** You agree that any of your employees who provide service for **BE@Home** will be insured, and have not been convicted of a felony or barrier crime in the last five years. If your employees are NOT bonded, you agree to replace anything that is reported missing by a **BE@Home** customer while work is being performed. You agree to provide photocopies of the following professional qualifications: Licenses, bonding, and insurance contracts required by any local, state or federal law or agency to assure that your company is properly licensed to conduct business. You agree to keep all such licenses, insurance and bonding current and shall notify Berks Encore of any changes or cancellations. Attachment 2 to this operating procedure agreement provides a specific listing of the minimum insurance requirements we require.
4. **Rates & Invoicing.** In exchange for being one of the providers in the **BE@Home** program, you agree to provide a lowest possible rate to **BE@Home** members. You will bill members directly for services and or products provided, with a clear, concise and understandable invoice after services are provided. It is your responsibility to discuss payment terms with the customer before the service is provided. If applicable, you are required to use a service contract in conformance to state, local and municipal regulations. If you are not required to use a service contract, a written proposal is required detailing the work to be completed along with the fees.
5. **Product Guarantee.** The strongest selling feature of the **BE@Home** program is a satisfaction guarantee. You will correct or perform necessary rework to ensure the delivered service is satisfactory to the member customer, and agree to mediation, if a dispute with a customer cannot be resolved otherwise. You will guarantee work and installed products for a minimum of one year, where applicable.
6. **Quality Assurance.** Berks Encore will survey members who have received your service, asking that they fill out a Vendor Scorecard. We will use the responses to compile a Service Quality Index (SQI), and will share your score, anonymously ranked against other participating vendors, as a means for you to continually improve your service delivery. Berks Encore reserves the right to terminate the contract with any vendor whose SQI falls below a 3.5 on a 5 point scale. Berks Encore also reserves the right to inspect any work being done at any time.

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7. General Terms and Conditions.

- A. You guarantee that the design and performance of any items being purchased by a **BE@Home** member conforms with the requirements of applicable insurance and government health and safety regulations, including regulations administered by OSHA and EPA.
- B. You agree not to use the name of a **BE@Home** member or Berks Encore employee or to quote the opinion of any member or employee in any advertising without obtaining the prior written consent of the member and Berks Encore.
- C. You agree to indemnify, defend, and hold harmless Berks Encore, its directors, officers, agents, and employees, of from, and against any and all claims and demands which may arise in any way out of the furnishing of goods or services hereunder, including, without limitation, claims and demands arising from injury to or death of Berks Encore members or for damage to the property of members, except those arising by reason of the negligent or willful act of Berks Encore, its officers, agents, or employees.
- D. It is the policy of Berks Encore to give favorable consideration to those suppliers who do not discriminate against any employee or applicant for employment because of race, creed, color, or national origin
- E. Berks Encore expects the vendor to comply with the Fair Labor Standards Act.

8. **Termination.** This contract shall remain in effect for one year from the date of signature, but can be terminated by either Berks Encore or the vendor, with 60 days written notice. There will be an annual review process in which a new contract will be signed.

9. **Miscellaneous.** If there is a conflict between the terms of this agreement and the terms of any service contract signed by a member and the vendor, the terms of this agreement shall be controlling and the terms of this agreement shall be incorporated by reference into any service agreement used with a member. **BE@Home** members are intended to be third party beneficiaries of this contract and shall have the right to sue the vendor to enforce its terms.

Signature

Date

Company Name: _____ Service : _____

Address: _____ email: _____

City: _____ State: _____ Zip: _____

Contact: _____ Phone1: _____ Phone2: _____

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Reference 1: _____
Name Address Phone Number

Reference 2: _____
Name Address Phone Number

Reference 3: _____
Name Address Phone Number

(Please provide photocopies of the following professional qualifications)

Workers Comp Carrier: _____ Workers Comp Policy Number: _____

Or Sole Proprietor Affidavit, if applicable _____

Commercial General Liability Insurance Carrier: _____

Policy Number: _____

Automobile Liability Insurance Carrier: _____

Policy Number: _____

Commercial Umbrella Liability Insurance Carrier: _____

Policy Number: _____

Employee Dishonesty Bonding Agency: _____

Bond Expiration Date: _____

If Applicable:

Home Health Agency State License #: _____

PA Home Improvement Contractor License #: _____

Renovate Right Certification: _____

supported by ...



... and generous
community
contributions

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Fee Schedules (Please include attachments if desired or more space is needed.)

Service : _____ Fee Schedule : _____

Service : _____ Fee Schedule : _____

Service : _____ Fee Schedule : _____

Service : _____ Fee Schedule : _____

Are you providing a discount to *BE@Home* Members? Yes _____ No _____

If Yes, what percent discount _____