

**CATHOLIC CHARITIES
AGENCY POLICIES AND PROCEDURES**

Policy Name:	Contracts and Non-Contractual Service Agreements
Domain:	Risk Prevention and Management 6.8
Policy Location:	www.archindy.org/intranet/shared/cci/index.html
Date of Adoption:	Jan. 2017
Effective Date:	Jan. 2017
Dates of Revision:	2/20, 6/23, 6/24
References:	Service Agreements with Independent Contractors 2.2, General Independent Contractor Agreement Form IC-1

POLICY

Catholic Charities enters into contracts and non-contractual service agreements with due regard for practices that promote efficient use of the agency resources. The pursuit of contracts for services must be consistent with CC's mission and purpose, and the Archdiocese of Indianapolis.

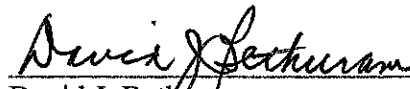
Contracts/service agreements are those that CC acts as a purchaser or vendor of social and human services as well as to contract for the purchase of support services, such as maintenance or transportation services.

**Please refer to contracts with individual consultants and independent contractors in the Service Agreement with Independent Contractors policy.*

PROCEDURE

1. Any identified potential contract /service agreement should be evaluated for possible risk and be reviewed by legal counsel or other qualified individuals prior to signing.
 - a. In some cases, the CC Executive Director or authorized member of a CC Agency Advisory Council may be qualified to review contracts being considered. The review should ensure that the contract is both legal and the terms of the contract are clearly understood and agreed upon by both parties.
2. Written contracts contain all terms and conditions in accordance with all applicable laws. These may include:
 - a. roles and responsibilities of participating organization.
 - b. services to be provided.
 - c. clearly defined performance goals.
 - d. measurable outcomes.
 - e. service authorization, including eligibility criteria.
 - f. provisions for training and technical support as necessary.
 - g. duration of contract, including delineation of follow-up services.
 - h. policies and procedures for sharing information.
 - i. methods for resolving dispute.
 - j. a plan and procedure for timely payment and consequences for failure to pay.
 - k. documentation necessary for, and means of reporting to, funding or oversight bodies.
 - l. conditions for termination of the contract.

3. All non-contractual service agreements (memorandums of understandings, MOUs) shall include as appropriate:
 - a. services exchanged or provided, and/or the goals and objectives of such collaborations.
 - b. roles and responsibilities of each organization, including reporting responsibilities.
 - c. procedures for sharing information.
 - d. confidentiality protection, including signed written consent forms.
 - e. assignment of case coordination responsibilities.
 - f. service authorization procedures, including accepting or rejecting cases.
 - g. how to resolve communication difficulties.
4. When services are offered in a location operated by another organization or entity on a regular or ongoing basis, CC will enter into a formal written agreement with the host that includes but is not limited to:
 - a. methods of communication.
 - b. health and safety expectations.
 - c. each groups responsibility for cleaning, maintenance, liability risk, and other costs (e.g. utilities, insurance, and repairs).
 - d. the facilities and resources at the host sight to which the organization will have access (e.g. classroom space, bathrooms, kitchens etc.).
 - e. how facilities and resources will be used.
5. All contracts and non-contractual service agreements are to be approved and signed by the CC Executive Director.



David J. Bethuram
Executive Director

9/12/2024

Date