

CATHOLIC CHARITIES
AGENCY POLICIES AND PROCEDURES

Policy Name:	Service Agreements with Independent Contractors
Domain:	Human Resources 2.2
Policy Location:	www.archindy.org/intranet/shared/cci/index.html
Date of Adoption:	1982
Effective Date:	1982
Dates of Revision:	01/01; 05/02; 08/08;10/08; 1/12; 4/15; 8/18; 3/20; 5/20, 8/23, 6/24
References:	Archdiocesan General Independent Contractor Agreement, Independent Contractor Evaluation Form

POLICY:

Catholic Charities complies with applicable laws and regulations governing fair employment practices and contractual relationships. Additionally, Catholic Charities monitors quality of services and compliance with contract requirements relating to independent contractors through supervisory reviews.

PROCEDURES:

Written contracts with independent contractors require:

1. Approval from the Executive Director of Catholic Charities to begin the interview process for an Independent Contractor.
2. Designated personnel ensure that the following elements are present in written contracts with independent contractors:
 - a. Are time-limited with a specified end date
 - b. Define scope of work, expectations and deliverable with specific time frames
 - c. Specify competencies, including necessary qualifications and trainings.
 - d. Describe protocols for routine communication of relevant information and data, including confidential information
 - e. Include requirements if providing direct service for maintaining client records, documentation of services, and organization access to records
 - f. Describe expectations for contractor involvement in the organization's quality improvement process
 - g. Include under what circumstances the contract can be terminated
3. Conducting interviews with candidates using interview questions that comply with labor laws.
4. Contractor candidate to complete a job application, provide a resume and complete a W-9 form.
5. Verifying credentials and obtaining three references.
6. Completing mandated reviews of criminal history records, civil child abuse, registries of prospective personnel.

7. Prior to entering into the contract, CC verifies in writing that each contractor:
 - a. Possesses necessary qualifications
 - b. Is licensed and or certified where applicable
 - c. Has relevant experience delivering services to the service population if providing direct services.
 - d. Carries professional liability insurance, as required by law, or generally accepted business practices.
8. Completing Archdiocesan General Independent Contractor Agreement with signature of applicant.
9. Notice to accounting services at archindy.org along with providing the service agreement and W-9 so that a proper vendor account can be created.
10. Designated personnel will document quality monitoring of contractor performance using the Independent Contractor Evaluation Form.
11. Written contracts with independent contractors who provide direct service include criteria for service quality, client satisfaction and outcomes that accord with CC's policies on client rights.
12. Maintaining a record for each independent contractor that contains:
 - a. Identifying and contact information
 - b. Application, resume, and documentation of qualifications
 - c. IRS Form SS-8 or an internal assessment that the individual was properly classified as an independent contractor per IRS guidelines.
 - d. completed IRS W-9 form
 - e. documentation of reference checks
 - f. documentation of qualifications
 - g. a background check
 - h. a copy of the contract
 - i. a signed statement that the contractor will adhere to the organization's conflict of interest policies
 - j. a signed confidentiality agreement; and
 - k. documentation of quality monitoring of contractor performance.

David J. Bethuram

David J. Bethuram
Executive Director

11/25/2024

Date

GENERAL INDEPENDENT CONTRACTOR AGREEMENT

FORM IC-1

This Agreement entered into _____ day of _____, 20____, by _____
(Archdiocesan Organization)

(hereinafter "Corporation"), and _____, (hereinafter "Contractor"), to
(Contractor)

perform _____ Work/ Services for or on behalf of the Corporation,
which Work/ Services are more fully described in Exhibit B.

1. **Authority.** The Contractor is declared to be an independent contractor and has no authority to act for or on behalf of the Corporation or to bind the Corporation to any Agreement on any matter. The term of this Agreement shall commence on _____ the Effective Date.

2. **Independence.** The Contractor shall perform Work/ Services independent of the supervision of the Corporation. Contractor will not be provided with an office and must provide its own supplies and equipment. Contractor shall perform such Work/ Service during such times as are agreed upon by the Contractor and the Corporation. The Corporation will not supervise the Work/ Services of Contractor or its employees. Contractor retains the right to contact for similar work or services with other businesses.

3. **Compensation.** Contractor shall be compensated in accordance with a schedule attached hereto as Exhibit "A". Said compensation may be amended at any time pursuant to a written agreement. Said compensation shall not be disclosed to any third party.

4. **Taxes.** The Contractor is responsible for the payment of any taxes, including, without limitation, all federal, state and local personal and business income taxes, sales and use taxes, other business taxes and license fees arising out of the activities of the Contractor. Contractor agrees to furnish either a social security number or EIN to the Corporation on Form W-9. Contractor agrees that Contractor will comply with all tax laws applicable to the operation of Contractor's independent contractor business, including the reporting of all gross receipts as income from the operation of the business, the payment of all self-employment taxes, compliance with all employment tax requirements for withholding on any employees used by Contractor and compliance with state employment workmen's compensation laws. Contractor acknowledges that the compensation paid to Contractor hereunder will be reported to it and the appropriate authorities on Form 1099 using the employer identification number that Contractor furnishes to the Corporation and that, since Contractor is not an employee, Contractor will not receive a W-2 Form nor will there be any income or employment tax withholding on the amounts paid to Contractor by the Corporation.

5. **Contractor's Responsibilities.** Corporation has selected Contractor, based upon its skill, expertise and availability to perform certain defined functions on behalf of Corporation in the performance of and completion of the Work/Services defined in the schedule attached hereto as Exhibit "B". It is the Contractor's responsibility to comply with all applicable laws, ordinances and regulations in the performance of the Work/ Services.

6. **Contractor's Liability Insurance.** The Contractor shall purchase and maintain such insurance as will protect it from claims under workmen's compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operations under this Contract, whether such operations be by Contractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than any limits of liability specified as part of this Contract as specified in the schedule attached hereto as Exhibit "C".

7. **Indemnity.** The Contractor shall indemnify and hold harmless the Corporation and its agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the Work/ Services, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, anyone directly or indirectly employed by Contractor, regardless of whether or not it is caused in part by a party indemnified hereunder. In any and all claims against the Corporation or any of their agents or employees, the Contractor's indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

8. **Term.** This agreement shall be for a term of one () months beginning on the ____ day of _____, 20____. This agreement shall not automatically renew.

9. **Termination.** This agreement automatically terminates upon the occurrence of any of the following acts:

9.1 Failure of Contractor to satisfy any of the conditions set forth in this agreement;

9.2 Cancellation, termination or non-renewal of worker's compensation insurance, liability insurance or any other insurance coverage required under this agreement;

9.3 The institution of proceedings in a court of competent jurisdiction for the reorganization, liquidation, voluntary, or involuntary dissolution of Contractor, or for its adjudication as bankrupt or insolvent, or for the appointment of a receiver of the property of Contractor, and said proceedings are not dismissed, and any receiver, trustee or liquidator appointed therein discharged, within sixty (60) days after the institution of said proceedings; or

10. **Termination without Cause.** Either party may terminate this agreement upon (____) day's written notice for any reason or no reason.

11. **Miscellaneous Provisions.**

11.1 **Attorney Fees.** Each party shall pay the other party's reasonable legal costs

and attorney fees incurred in the successful enforcement against the other party of any covenant, term or condition of this Agreement.

11.2 **Governing Law.** This Agreement shall be governed by the laws of the State of Indiana.

11.3 **Modification.** This Agreement shall only be modified and/or amended by written document signed by all parties to this Agreement.

11.4 **Waiver.** The failure of Corporation to seek redress for violation or breach of, or to insist upon strict and timely performance of any covenant or condition of this agreement shall not constitute a waiver of any such violation or prevent a subsequent act which would have originally constituted a violation from having all the force and effect of an original violation or breach.

11.5 **Representations.** All understandings and agreements heretofore made between the parties hereto are merged in this Agreement, which alone completely expresses the agreement between parties, and any agreement hereafter made

shall be ineffective to modify this Agreement unless such agreement is in writing and signed by the party against whom enforcement of the modification is sought.

11.6 **Assignment.** Contractor shall not assign this agreement or any interest herein, to any third party, without the prior written consent of Corporation.

11.7 **Disclosure of Information.** Contractor recognizes and acknowledges that it will have access to certain confidential and proprietary information of Corporation and that such information constitutes valuable, special and unique property of Corporation. Contractor will not, during the term of this agreement or at any time thereafter, without the consent of Corporation, disclose such confidential and proprietary information to any third party, Corporation, association or other entity for any reason or purpose, whatsoever, except as may be ordered by Court or governmental agency.

12. Contractor has contemporaneously with the execution of this agreement has or will execute the Contractor Screening and Acknowledgment Form, attached hereto as Exhibit "D", prior to beginning the Work/Services. Contractor, its employees and agents agree to abide by the **Computer and Electronic Communication Systems Policy, Media Communication Policy, Confidentiality Policy, Harassment Policy and Respect for Religious Beliefs and Practices.**

This Agreement this _____ day of _____, 20__.

Corporation Name (Print)

Contractor Name (Print)

Contractor Signature

Contractor Signature

Date

Date

Exhibit A

Compensation

Catholic Charities of the Archdiocese of Indianapolis, Inc. _____ agrees to pay _____
(Corporation/Contractor)

for the Work/ Services described in Exhibit B as follows:

_____ As compensation for performance of the services/work described in Exhibit B. Except for the Reimbursement Expenses, as described below, the contract price shall be the contractor's sole and total compensation for all costs, overheads and profit, including, but not limited to, all cost of general conditions, federal, state, and local statutory benefit taxes, income taxes and sales, use and excise taxes which relate to the services hereunder.

1. Reimbursement expenses. The contractor shall be reimbursed at actual cost, without mark-up, for all reimbursements expenses reasonably incurred in the performance of the Services. The reimbursement expenses are limited to the following items:

Exhibit C

Insurance Requirements

_____ maintains the following insurance policies and
(Contractor)
coverages:

Type	Amount	Insurance Carrier
General Liability	\$2M Personal Injury/ \$1M Property Damage	
Automotive	\$100,000 Personal Injury	

Exhibit D

Contractor Screening and Acknowledgment Form

Name of Company: _____

Name of principal contact: _____

Street Address: _____

City: _____

State: _____

Zip Code: _____

Telephone: _____

SS# or Business Tax ID #: _____

(Must have a valid Business License)

Type of business: _____

Acknowledgment

_____ certifies that all employees working at

Name of Company

_____ effective _____ have

Name of Parish/School/Agency

Date

undergone a criminal background check which includes a national sex offender registry search and have not been convicted of a crime (other than minor traffic infractions). Further each employee working at the Parish/ School/ Agency has received a copy of the **Computer and Electronic Communication Systems Policy, Media Communication Policy, Confidentiality Policy, Harassment Policy and Respect for Religious Beliefs and Practice's Policy** and agrees to conduct themselves in accordance with the policies.

Name of Company Official

Signature of Independent Contractor

Computer and Electronic Communication Systems Policy

The Archdiocese of Indianapolis's electronic communication systems are Archdiocesan property and will be used for Archdiocesan purposes only. These systems include (but are not limited to):

- Computer – E-mail - Internet
- Telephone – Office or Archdiocesan provided cell
- Personal Data Assistants (PDA's) / electronic organizer / communication device
- Fax machines

Employees and contractors do not have a personal privacy right in any matter created on, received or sent through Archdiocesan systems. The Archdiocese, in its discretion, reserves the right to monitor and access any matter created on, received or sent from e-mail, voicemail, internet or computer systems to assure compliance with Archdiocesan policies, monitor employees and contractors' service and effectiveness with students, or their parents and other employees and conduct investigations of any activity that may be illegal or adversely affect employees, contractors, students or the Archdiocese.

No communication (e-mail, voice mail, etc.) messages should be created or sent that may constitute verbal abuse, harassment, slander or defamation of employees, contractors, students, parents of students, vendors, competitors or any other person or entity. No communication (e-mail, voice mail, etc.) messages should be created or sent that constitute intimidating, hostile or offensive material based on race, national origin, marital status, sex, age, ancestry, physical or mental handicap or serious medical condition, disability, religious or political beliefs, or any other characteristics protected by federal, state or local law.

The Archdiocese's policies against abuse, sexual or other harassment apply fully to any and all communications (electronic or otherwise), and any violation of these policies will be grounds for discipline, up to and including discharge.

Transmission of information, including writings, verbal messages, sounds or visual images of any kind which could be considered indecent, immoral, sexually explicit, lewd or lascivious, is prohibited. Violation of this policy will subject the offender to discipline, up to and including termination.

The records policies and procedures of the Archdiocese apply to all electronic records and e-mails created or received by employees in connection with the transaction of Archdiocesan

business, no matter when, where, or whose computer is used. See separate Records Policies and Procedures. Violation of this policy will subject the offender to discipline, up to and including termination.

Media Communication Policy

The Catholic Communications office works for the Archbishop to ensure that the Archdiocese of Indianapolis is represented as a unified Body of Christ. We work to ensure a clear, consistent message of God's love through His Church.

To ensure a consistent, unified message, all employees, contractors, parishes, schools, and institutions affiliated with the Archdiocese of Indianapolis are required to comply with the following media communication policy.

All media inquiries or contact with the media should be directed to:

Greg Otolski, Communications Director 317-236-1554

Comments to the media can only be issued by Greg Otolski.

Story submissions, letters to the editor, and advertisements to any media outlets may not be submitted without the approval of the Communications Director. The exception to this policy is the submission of information.

Archdiocese of Indianapolis Confidentiality Policy

Employees, Volunteers and Independent Contractors of the Archdiocese of Indianapolis may have access to confidential information in the course of performing their duties. Employees, volunteers and Independent Contractors should take reasonable precautions when handling confidential information and should not discuss or share confidential information with anyone who does not have a "need to know" for legitimate business purposes. Salary and personal information are examples of information considered confidential. Employees, Volunteers and Independent Contractors who intentionally or unintentionally divulge confidential information deliberately or through carelessness may be terminated.

Harassment Policy

The Roman Catholic Archdiocese of Indianapolis is committed to providing a professional, business-like work environment for all employees and contractors, which is free from physical, psychological or verbal harassment. Harassment can occur as a result of a single incident or a pattern of behavior where the purpose or effect is to create a hostile, offensive or intimidating work environment. Harassment encompasses a broad range of physical or verbal behavior, which can include, but is not limited to the following:

- Physical or mental abuse;
- Racial insults or derogatory or inappropriate racial remarks;
- Derogatory ethnic or racial slurs;
- Unwelcome sexual advances or touching;
- Unwelcome sexual comments, remarks or sexual jokes; and
- Any request for sexual favors used as a condition of employment or affecting any personnel decision such as hiring, promotion or compensation.

The Archdiocese of Indianapolis prohibits any form of harassment by employees, coworkers, contractors, outside vendors, supervisors and managers, and views such actions very seriously. Harassment and other unacceptable activities that could become a condition of employment or a basis for personnel decisions, or which create a hostile work environment are specifically prohibited. Any employee engaging in such harassment is subject to immediate disciplinary action, up to and including termination of employment.

If an employee or contractor believes that he or she has been the subject of harassment, he or she must report the matter immediately to his or her supervisor, manager, Pastor, Principal, Department Head, or the Human Resources Director. Any such reports will be immediately, and thoroughly investigated, and preventive and/or corrective action will be taken where appropriate. In no case should any employee or contractor allow improper conduct to go unreported. The Archdiocese of Indianapolis prohibits and will not tolerate any coercion, intimidation, retaliation, interference or discrimination against an employee for reporting harassment, for filing a complaint of harassment, or for assisting in any investigation of a harassment claim.

Respect for Religious Beliefs and Practice's Policy

The Corporation requires that its Contractors acknowledge that the Corporation is a religious entity. While the Contractor and/or its employees are not required to be a practicing Catholic, the Corporation does require that the Contractor respect the Corporation's mission and its member's faith and religious practices. Therefore the Contractor and employees of the Contractor agree that in carrying out the services the Contractor will not advance, or advocate

beliefs or practices that conflict with the Corporation's faith or moral teachings, which are summarized in, among other places, the Corporation's articles, bylaws, Catechism of the Catholic Church and code of Canon law. Nor may the Contractor engage in activities or behaviors that contradict, or are deemed inconsistent with, the Corporation's and member's faith or moral teachings.

These restrictions are necessary for two important reasons. First, the Corporation may not in good conscience materially cooperate in activities or beliefs that are contrary to its faith. Allowing its Contractor to be engaged in practices or activities that contradict the Corporation's and member's beliefs would be material cooperation with that activity and would be a grave violation of the Corporation's and member's faith and religious practice.

Second, it is very important that the Corporation presents a consistent message to the community, and that the Corporation staff and members conscientiously maintain that message as part of their witness to the Gospel of Jesus Christ. Allowing the Contractor to express beliefs or engage in practices contrary to the Corporation's while providing services herein would have a severe, negative impact on the message that the Corporation strives to promote. It could also cause confusion and scandal to Corporation and its members and the community because they may reasonably perceive that by allowing the Contractor to engage in objectionable behaviors and activities, the Corporation agrees with or endorses the beliefs or practices of the Contractor.

Therefore, the Contractor and its employees agree that in performing services under this Agreement the Contractor shall not in any manner or for any purpose conduct himself/ herself in a way that conflicts with or contradicts the teachings, tenets and practices of the Roman Catholic Church.

Catholic Charities
Independent Contractor Evaluation Form

Name: _____ Position: _____

Date Started: _____ Period of Evaluation: _____

Program: _____

Independent Contractor to complete questions below:

Scope of Work:

The goals and purpose of the program are clear to you. Yes ___ No ___

The scope of your work duties remains consistent with your IC agreement. Yes ___ No ___

Access to CCI program personnel:

A CCI personnel Member was available to you when you had questions or needed information. Yes ___ No ___

CCI provided New Personnel Orientation and/or updates within this evaluation period.

Yes ___ No ___

Lines of organizational structure within the program were clear. Yes ___ No ___

What are some suggestions or goals you would offer for the program? _____

Staff Member to complete using rating scale below:

Rating Scale:

1 - Needs improvement

4 -Very good

2 - Fair

5 - Superior

3 - Good

____ The quality of services provided by Independent Contractor

Additional comments provided by Independent Contractor: _____

Signature of Independent Contractor: _____ Date: _____

Signature of Personnel Member: _____ Title _____ Date: _____