



Catholic Diocese of Richmond

Protected Self-Insurance Program

Policies and Procedures

Where to find: Electronic Copy is located on the Diocesan Extranet

Prepared by: Kurt Hickman, Claims/Risk Manager
Catholic Mutual Group
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TABLE OF CONTENTS

FOREWORD	1
PROTECTED SELF-INSURANCE	2
WHO ADMINISTERS THE PROGRAM	3
HOW TO REPORT A LOSS	4
ACCIDENT REPORT FORMS	5-9
HOW CLAIMS ARE PAID	10
WHO IS CATHOLIC MUTUAL	11
CATHOLIC MUTUAL WEBSITE	11
BASIC COVERAGES	12-13
PROPERTY COVERAGE	14-16
PROPERTY EXCLUSIONS	17
PRIESTS / RELIGIOUS PERSONAL PROPERTY COVERAGE	18
CRIME COVERAGE	19
BOILER AND MACHINERY COVERAGE.....	20
GENERAL LIABILITY COVERAGE.....	21-24
LIABILITY COVERAGE EXCLUSIONS.....	25
REPORTING HIGH EXPOSURE LIABILITY LOSSES.....	26
THIRD PARTY SPECIAL EVENTS COVERAGE.....	27
APPLICATION FOR SPECIAL EVENTS COVERAGE	28
AUTOMOBILE COVERAGE.....	29-30
WORKERS' COMPENSATION COVERAGE.....	31
FACILITY USAGE FOR NON-PARISH SPONSORED EVENTS.....	32-33

**TABLE OF CONTENTS
(Continued)**

HOW TO DETERMINE DIOCESAN/PARISH SPONSORSHIP.....	33
FACILITY USAGE / INDEMNITY AGREEMENT.....	34
ADULT HOLD HARMLESS / INDEMNITY AGREEMENT.....	35
UNAFFILIATED ORGANIZATION AGREEMENT.....	36
CONTRACT REVIEW GUIDELINES.....	37-38
ADDENDUM TO CONSTRUCTION CONTRACTS.....	39-40
ADDENDUM TO SERVICE CONTRACT.....	41
ADDENDUM TO LEASE.....	42
PARISH NURSE / HEALTH MINISTRY PROGRAMS.....	43-46
HIGH RISK SPECIAL EVENTS AND PARISH FESTIVALS.....	47-49
COVERAGE FOR VOLUNTEERS.....	50
CATHOLIC MUTUAL ONLINE SAFETY TRAINING VIDEOS.....	51
FREQUENTLY ASKED QUESTIONS.....	52

THE DIOCESE OF RICHMOND, VIRGINIA PROTECTED SELF-INSURANCE PROGRAM

FOREWORD

This manual provides an explanation of the program of Protected Self-Insurance for the Diocese of Richmond instituted February 8, 1979. It also contains details about reporting losses, processing claims, and various recommended risk management policies and procedures.

It serves as your insurance summary and policy manual.

Under the Protected Self-Insurance Program, costs resulting from any loss incurred are paid from the self-insurance fund(s) established by the Diocese. These are called the “Loss Funds” – one for Property and Casualty losses and the other for Workers’ Compensation losses. Whatever is saved by eliminating potential hazards is retained by the Diocese. Should there be a catastrophic loss, provisions have been made by means of override / excess insurance which limits the diocesan risk / exposure. Therefore, the program furnishes both adequate coverage and security under the joint self-insurance retention program.

This manual should be read and maintained in a convenient place for ready reference, particularly with regard to the procedures to be followed in reporting losses and potential claims and also with regard to recommended risk management policies and procedures.

The point of contact is the Diocese of Richmond Office of Risk Management – Kurt Hickman, Director of Risk Management (804-359-5661, ext. 110) and Jill Conway, Administrative Assistant (804-359-5661, ext. 146).

This program was instituted in 1979 after careful review and study by the Diocesan Insurance Board of similar programs working successfully in other dioceses across the nation and remains in place today. The Diocesan Self-Insurance Program is coordinated by the Diocesan Chief Financial Officer in consultation with the Diocesan Finance Council, as authorized by the Bishop of Richmond.

It has been anticipated from the beginning that the institution of this program would result in some degree of control over the steady rise in insurance premiums experienced at the time, while still benefitting from one of the most thorough and comprehensive insurance programs available.

Disclaimer / Qualification:

This manual is for informational purposes only. The language in the insurance certificate (policy) will govern in the event of any discrepancy. Insurance coverage is renewed annually and coverage is subject to change.

THE DIOCESE OF RICHMOND, VIRGINIA PROTECTED SELF-INSURANCE PROGRAM

WHAT IS PROTECTED SELF-INSURANCE?

A program to provide uniform property and blanket liability coverage under one comprehensive plan for all parishes and agencies which are part of the Diocese of Richmond. It is, therefore, a co-operative program with all parishes and agencies participating in the payment of premiums and claims.

The term “Diocese of Richmond” as used in this booklet includes all parishes, schools, Diocesan institutions, cemeteries, and agencies comprising the Diocese of Richmond, and held in trust capacity by the Bishop of Richmond. The term “agency” includes parish unincorporated and sponsored organizations and parish sponsored events, but only in respect to operations by and /or on behalf of the named insured, that being the Catholic Diocese of Richmond.

Under this program the Diocese of Richmond assumes responsibility for all claims. In effect, this means that every parish, school, institution, or agency is participating in the payment of claims through its insurance premiums paid to the Diocese. Locations’ premiums collected by the Diocese are retained to pay losses incurred and to provide the “protected” portion of the program to cover a catastrophe(s) or series of losses that exceed the amount of our Self-Insurance Loss Fund.

Such a program requires an increased awareness of, and responsibility for, safety conditions, and for the prompt correction of improper, hazardous, or unsafe conditions.

The benefits will be the continued well-being and safety of all people of the Diocese, the protection of its property, and the overall cost control of the program.

The Diocese, in order to achieve optimum safety conditions provides loss prevention services to locations. Subsequent *Risk Management Reports* to parishes and other locations may indicate remedial measures necessary to maintain safety and security.

Catholic Mutual Group provides excess insurance coverage for the Diocese of Richmond along with numerous other dioceses nationwide. Catholic Mutual provides safety newsletters to our diocesan locations on a periodic basis.

WHO ADMINISTERS THE PROGRAM?

The program is administered by the Diocese of Richmond Office of Risk Management at;

Catholic Diocese of Richmond
Office of Risk Management
7800 Carousel Lane
Richmond, VA 23294
Phone: (804) 359-5661

Kurt Hickman, Director – Ext. 110
Jill Conway, Assistant – Ext. 146
Gwen Holler (Special Events Program) – Ext. 160

For any after-hours emergency please contact Kurt Hickman at (804) 357-2257.

HOW TO REPORT A LOSS:

All losses, accidents or potential claims should be reported immediately to the Diocese of Richmond Office of Risk Management. Losses can be reported via Accident Report forms or by phone for serious / emergency type losses. Losses include fraud, theft, or the suspicion of misappropriation of funds. Suspected fraud may also be reported in accordance with the procedures outlined on the diocesan website at <http://www.richmonddiocese.org/content/diocesan-fraud-policy>.

Property and Boiler / Machinery Losses:

Report the date and time of loss, nature of property damage, location of property and an estimate of the loss if one is available. Take immediate action to prevent further damage to property. Generally at least two (2) repair estimates / bids are needed to fully evaluate the extent of the loss --- except for emergency repairs such as window / door repairs and emergency restoration.

All losses involving burglary, robbery, theft or vandalism must be reported to the local Police Department and the Diocesan Office of Risk Management. A copy of the Police Report should accompany the information that is submitted to the Office of Risk Management.

Liability and Automobile Claims:

Report the date and time of accident, property and/or persons involved, location and nature of accident, names of witnesses, estimate of damage or injury, and your opinion as to the true nature of the potential claim.

Never make any admissions of liability to an injured party or potential claimant; only advise that the incident will be reported to the Diocesan Office of Risk Management.

In the event of notice of a lawsuit, e.g., subpoena, etc., the Diocesan Pastoral Center and Office of Risk Management is to be notified immediately. All related papers and documents must also be immediately forwarded to the Diocesan Pastoral Center and Office of Risk Management. The Diocese will then immediately notify Catholic Mutual and the Diocesan attorney.

Workers' Compensation Losses:

Workers' compensation claims are to be reported on the Employer's *First Report of Injury* form which should be completed by the injured employee's supervisor.

ACCIDENT REPORT FORMS:

Forms to report losses can be found on the following four (4) pages of this manual.

- ❖ Property losses are to be reported on the *Report of Property Damage*.
- ❖ Potential Liability claims or any on-premises accident involving a third party are to be reported on the *Accident Report (For Non-Employees)*.
- ❖ Automobile losses should be reported on the *Automobile Loss Notice*.
- ❖ Workers' Compensation claims are to be reported on the *First Report of Injury* which is an accident report form from the Virginia Workers' Compensation Commission.

Once any of these report forms are completed they should be submitted to the Diocesan Office of Risk Management for processing. Completed forms can be submitted by mail, e-mail, or fax (804-358-9159) to the attention of Kurt Hickman or Jill Conway.



Catholic Diocese of Richmond
ACCIDENT REPORT
(For Non-Employees)

MEMBER NAME _____

PARISH/SCHOOL _____

ADDRESS _____

CITY _____ ZIP _____

PHONE NUMBER _____ PARISH EMAIL _____

PERSON REPORTING _____

DATE FORM COMPLETED _____

DATE OF ACCIDENT _____ TIME OF ACCIDENT _____

WHERE ACCIDENT OCCURRED _____

DESCRIBE INCIDENT

PARTY INVOLVED – NAME _____ STUDENT?

IF STUDENT, PARENT NAME(S) _____

ADDRESS _____

CITY _____ ZIP _____

PHONE NUMBER _____ WORK NUMBER _____

DOB _____ SS# _____

INJURY/DAMAGE _____

TRANSPORTED BY AMBULANCE? _____

WITNESSES (PLEASE INCLUDE ADDRESS AND PHONE NUMBER)

COMMENTS

PLEASE SUBMIT THIS FORM TO THE DIOCESAN OFFICE OF RISK MANAGEMENT



Catholic Diocese of Richmond
AUTOMOBILE LOSS NOTICE

LOCATION NAME: _____

ADDRESS: _____

PHONE #: _____ PARISH EMAIL: _____

DATE OF LOSS: _____ TIME OF LOSS: _____

LOCATION OF LOSS: _____

AUTHORITY CONTACTED: _____ REPORT #: _____

YOUR VEHICLE: YEAR _____ MAKE _____ V.I.N. _____

DRIVER: _____ PHONE #: _____

DRIVER'S RELATIONSHIP TO INSURED: _____

WAS DRIVER WORKING AT TIME OF LOSS?: _____

DESCRIBE DAMAGE TO INSURED VEHICLE:

WHERE CAN VEHICLE BE SEEN?: _____

OWNER OF OTHER VEHICLE OR PROPERTY: (INCLUDE NAME/ADDRESS/PHONE)

DRIVER OF OTHER VEHICLE: _____

DESCRIBE DAMAGE TO OTHER VEHICLE: _____

INJURIES: _____

WITNESSES/PASSENGERS:

REPORTED BY: _____ PHONE #: _____ DATE: _____

PLEASE SUBMIT THIS FORM TO THE DIOCESAN OFFICE OF RISK MANAGEMENT

First Report of Injury

Virginia Workers' Compensation Commission
 1000 DMV Drive, Richmond, VA 23220
 1-877-664-2566



Reason for filing: _____
 VWC Jurisdiction Claim # _____
 Claim Administrator File #: _____

WWW.VWC.STATE.VA.US

Employer's Legal Name		Federal Employer Identification Number (FEIN)	
Employer's Mailing Address			
Name/FEIN of Entity on Policy		Nature of Business	
Name and Address of Insurer or Self-Insurer for This Claim		Policy Number	
Accident Information			
Location Where Accident Occurred	Date of Injury	Hour of Injury <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.	
Date Injury or Illness reported	If fatal, give date of death	If fatal, give marital status	
	If fatal, give no. of dependent children	<input type="checkbox"/> Single <input type="checkbox"/> Divorced <input type="checkbox"/> Married <input type="checkbox"/> Widowed	
Worker Information			
Name of Injured Worker	Phone Number	Injured Worker ID Number	
Injured Worker's Mailing Address		Type of ID	
		<input type="checkbox"/> Social Security No. <input type="checkbox"/> Employment Visa <input type="checkbox"/> Green Card <input type="checkbox"/> Passport No.	
Occupation at time of Injury or Illness	Date of Birth	Sex <input type="checkbox"/> Male <input type="checkbox"/> Female	
Machine, tool, or object causing injury or illness			
Describe fully how injury or illness occurred			
Describe nature of injury, occupational disease, or illness, including body parts affected			
Submitter Information			
Submitter's Signature & Title	Date	Phone Number	
Submitter's Address			

PLEASE SUBMIT THIS FORM TO THE DIOCESAN OFFICE OF RISK MANAGEMENT



Catholic Diocese of Richmond

REPORT OF PROPERTY DAMAGE

MEMBER NAME _____

PARISH/SCHOOL _____

ADDRESS _____

CITY _____ ZIP _____

PHONE NO. _____ PARISH EMAIL _____

PERSON REPORTING _____

DATE FORM COMPLETED _____

DATE OF INCIDENT _____

LOCATION OF DAMAGE _____

WERE PHOTOGRAPHS TAKEN? _____

(Please take photos for damage in excess of \$5,000)

DESCRIBE INCIDENT

GIVE POLICE REPORT NUMBER _____

(If vandalism or theft, police must be notified)

DESCRIBE BUILDING AND/OR CONTENTS DAMAGE

SPECIAL INSTRUCTIONS

- Locations should proceed with any emergency repairs needed to prevent further damage.
- Two estimates are required for all non-emergency repairs, unless prior approval is obtained from the diocesan Office of Risk Management.

PLEASE SUBMIT THIS FORM TO THE DIOCESAN OFFICE OF RISK MANAGEMENT

HOW CLAIMS ARE PAID:

The Diocese of Richmond Office of Risk Management provides all claims processing services including the initial investigation and adjustment of claims. In most cases the payment of a claim will be made directly by the Office of Risk Management to parishes, schools, and other locations, the person(s) involved in the loss, or involved medical providers.

In some cases depending on the amount of the due claim payment, Catholic Mutual Group may process payment at the direction of the Office of Risk Management.

Information regarding the status of a claim is available from the Office of Risk Management.

SPECIAL FEATURES OF THE PROGRAM:

Claim Investigations

Loss Adjustments

Claim Settlements

Subrogation (collection of monies due from negligent third parties)

On-site Safety Inspections

Contract Reviews

Maintenance of Individual Location Files

Certificates of Insurance

Administration of Special Events Coverage Program

WHO IS CATHOLIC MUTUAL?:

The Catholic Mutual Relief Society of America (Catholic Mutual Group) was founded in 1889 by a group of Midwest Catholic Bishops who were unable to secure affordable and reliable insurance for their churches. The Bishops worked together to form a mutually protective organization designed to help repair / rebuild damaged church properties.

Catholic Mutual Group provides coverage that resembles that of a typical property / liability policy. Participation in Catholic Mutual is limited to Catholic Church-owned properties.

In the case of the Diocese of Richmond, Catholic Mutual provides excess insurance coverage for losses that exceed the diocesan self-insured retention and / or the annual self-insurance loss fund (s). The Diocese of Richmond is among the 113 Arch/dioceses in the United States and 16 Arch/dioceses in Canada that participates in the Catholic Mutual Group program. Over 200 additional religious institutions participate as well.

The Diocese of Richmond has also joined with over 30 other dioceses and Catholic Mutual to form a separate excess liability pool known as the Catholic Umbrella Pool (“CUP”). Originally, CUP operated as a fund within Catholic Mutual. As the program has matured it now operates as a separate 501(c)(3) corporation.

CUP provides a substantial layer of excess coverage to the Diocese of Richmond and enables the Diocese to secure such coverage at more cost-effective rates than would be the case in the commercial insurance markets.

CATHOLIC MUTUAL WEBSITE:

This manual will reference the Catholic Mutual website which provides useful information in regards to safety issues and recommended risk management policies and procedures. The web address for the website is www.catholicmutual.org.

Please access the website using the Login Name of 0092ric and the password is “service”.

BASIC COVERAGES THAT ARE PROVIDED:

Property:

Building and Contents limit of replacement cost value.
Fine Arts
Named Storm
Flood
Earthquake limit of \$5 Million per location w/ \$20 Million per occurrence
Combined Additional Protection limit \$5 Million annual aggregate
Inland Marine (for property in transit)
Boiler & Machinery / Equipment Breakdown
Crime / Theft / Employee Dishonesty limit \$125,000 per location
Priests / Religious Personal Effects limit \$25,000
Builders Risk.....for projects under \$1 Million

Casualty:

Bodily Injury / Property Damage
Personal Injury / Advertising Injury
Host Liquor Liability
Care and Compassion Program (Diocesan).....limit of \$5,000 per occurrence
Directors & Officers Liability
School Board Legal Liability
Counseling Errors & Omissions
Incidental Medical Malpractice
Cemetery Errors & Omissions
Employment Practices Liabilitylimit of \$1 Million annual aggregate
Sexual Misconduct Liability
International Liability
E-Commerce Liability
Mold Liability

Automobile:

Liability
Medical Payments
Personal Injury Protection
Uninsured Motorist / Under-Insured Motorist
Collision
Comprehensive
Hired and Non-Owned
Towing / Rental Reimbursement (for third parties)

Workers/ Compensation / Employers Liability:

Losses incurred are handled by the Office of Risk Management pursuant to Commonwealth of Virginia Workers' Compensation statutes. Coverage and due benefits are based entirely on Virginia law. The Virginia Workers' Compensation Commission oversees all claims.

Third Party Special Events Coverage:

This coverage is for outside / non-parish sponsored groups or individuals that use diocesan-owned property or facilities for activities and events not subject to coverage through the Diocesan Self-Insurance Program. The Office of Risk Management arranges for coverage through a separate program (outside insurance) and losses incurred are not applied to the Diocesan Self-Insurance Program's loss experience.

Student Accident Coverage:

Student Accident Coverage for Diocesan schools is not a part of this program. The coverage is afforded to all Diocesan schools and is administered by;

Porter & Curtis, L.L.C.
225 State Road
Media, PA 19063
Phone: (610) 891-7780
Fax: (484) 445-7119

PROPERTY COVERAGE

Covers property of every kind and description (meaning Real and Personal Property, including leasehold improvements and betterments) which the insured location owns, holds on consignment, or agrees to protect by written contract, subject to certificate limitations.

Perils:

Covers direct physical loss to property. Some of the covered perils included are:

- Fire
- Lightning
- Wind
- Hail
- Explosion (other than steam boiler explosion)
- Riot – unlawful uprising of three or more people
- Civil commotion
- Aircraft and vehicle damage
- Smoke – must be sudden and accidental
- Vandalism
- Theft of property
- Sewer backup

Self-Insured Retention:

The Diocese has a self-insured retention of \$50,000 per location / per occurrence with an annual aggregate. A self-insured retention is similar to a deductible in an insurance policy and this means the Diocese pays the first \$50,000 towards a loss. Excess coverage is provided through Catholic Mutual Group.

Flood Damage:

Covers property damage by flood from overflow of streams or other bodies of water. Flood zones determine limit of coverage.

Earthquake:

Covers losses resulting from earthquake or volcanic eruption, explosion or effusion. A 5% (of building value) deductible applies “per building”. Coverage limit is \$5,000,000 per location subject to an annual aggregate of \$20,000,000.

Automatic Coverage:

Covers newly acquired property, up to \$10,000,000, used solely for church-related activities. However, the Diocese should be notified immediately upon acquisition.

Debris Removal:

Covers the expenses incurred in the removal of debris of property covered which may be occasioned by loss due to a covered peril. Coverage limit is \$50,000 per occurrence.

Loss of Income / Extra Expense:

Covers actual business loss and necessary expenses incurred to resume normal operation, reasonable in amount, when a building is damaged as a direct result of a covered peril.

Property in the Open:

Automatically covers property in the open such as shrines, statues, playground equipment, flagpoles, fences, walls, bleachers, signs, and light poles. Coverage limit is \$100,000.

Glass:

All stained glass and plate glass are covered.

Valuable Papers:

Coverage for the reasonable cost and expense necessary to restore or replace books of account or other valuable records damaged as a result of a covered peril. It is recommended that such books of account be kept in fireproof storage, and copies of computer backup stored off-site.

Trees, Shrubs and Plants:

\$50,000 per occurrence, limited to losses caused by fire, lightning, explosion, riot, civil commotion or aircraft, including the expense incurred in replacing such and in removing debris.

Personal Property of Others:

Coverage for direct loss from a covered peril to property of others while on a covered premises and used for a specific benefit of the insured location. Coverage limit is \$50,000 and is excess of other coverage or insurance such persons might have.

Coverage also applies to personal property of employees that is damaged while on a covered premises. Coverage is excess of the employees' insurance and theft is excluded.

Preservation of Property:

Coverage applies to direct physical loss or damage to covered property while it is being moved from a covered location or temporarily stored at another location due to the need to preserve such property.

Fire Department Service Charge:

Coverage applies to costs associated with fire department service charges when the fire department is called to save or protect a covered location from a covered peril if such costs are assumed by contract or written agreement prior to the loss; or said costs are required by local ordinance or law. Coverage limit is \$10,000.

Fire Equipment Recharge Expenses:

Coverage for cost to refill fire protection equipment if such accidentally discharges or is discharged as intended to control a covered loss. Coverage limit is \$10,000.

Lock & Key Replacement:

Coverage for necessary replacement of locks and keys following a burglary, robbery, or mysterious disappearance of keys. Coverage limit is \$5,000.

PROPERTY COVERAGE EXCLUSIONS AND LIMITATIONS

Under the Property portion of the program there are certain exclusions that apply. These exclusions include;

Building and contents losses from settling, shrinkage, or expansion in foundations, walls, floors, or ceilings.

Losses from wear and tear, inherent defects, deterioration, vermin or termites, corrosion and all other losses of a degenerative nature.

War risk losses

Nuclear damage losses

Mechanical or electrical breakdown (except that which is covered under the Equipment Breakdown Coverage) including electrical currents artificially generated unless loss by fire or explosion ensues, then the program shall consider coverage.

Animals and pets, aircraft, watercraft, including motors, equipment and accessories (except rowboats or canoes while out of water and on the insured premises); and automobiles, trailers, semi-trailers or any self-propelled vehicles or machines, except mobile equipment not licensed for use on public thoroughfares and operated principally on the insured premises.

Land (including land on which covered property is located), water, lawns or growing crops.

Underground pipes, underground flues or drains, piers, wharves, docks or sea walls, and underground pilings.

Terrorism

Pollutants, Asbestos, and Mold are not covered unless the exposure is the direct result of a covered peril.

Unexplained inventory shortages or property losses.

Loss of money, currency, securities, etc. that are left on premises overnight.

**PRIESTS / RELIGIOUS
PERSONAL PROPERTY COVERAGE**

The Diocesan Self-Insurance Program extends personal property coverage in the amount of \$25,000 for the personal property of priests and religious who are on assignment at a covered location.

If a priest / religious owns personal property valued in excess of \$25,000 it is recommended that they secure adequate excess coverage through a commercial insurance company.

CRIME COVERAGE

Employee Dishonesty & Theft:

Coverage protects against the economic loss by fraudulent or dishonest acts of an employee or group of employees. Coverage limit is \$125,000 per location.

Depositors Forgery:

Coverage applies to loss resulting from forgery or alteration of checks, drafts, promissory notes, and bills of exchange. Coverage limit is \$125,000 per location.

BOILER AND MACHINERY COVERAGE

Boiler and Machinery Coverage is comprehensive coverage for losses arising out of the sudden and accidental breakdown of boilers, fired or unfired vessels, refrigeration systems, piping and accessory equipment, and mechanical or electrical machines or apparatus which generates, controls, transmits, transforms or utilizes mechanical or electrical power.

Coverage is provided by Travelers Boiler Re (“Travelers”) through Catholic Mutual Group.

Losses are reported to the Office of Risk Management which then relays the information to Catholic Mutual. Catholic Mutual and Travelers investigate the claims and determine coverage and the amount of any due claim payment.

The Office of Risk Management maintains a corresponding claim file on these losses and monitors the claim on behalf of the insured location and the Diocese of Richmond.

Travelers is directly responsible for the biennial inspection of all boilers located in the Diocese of Richmond. Travelers notifies the Commonwealth of Virginia Department of Labor and Industry of completed boiler inspections and the Commonwealth then issues a *Certificate of Inspection* to the insured location.

The deductible for Boiler and Machinery losses is \$1,000. The Boiler Machinery Coverage is not part of the Diocesan Property Coverage and the \$50,000 self-insured retention does not apply. Instead, these losses are covered directly by Catholic Mutual and Travelers.

For rush inspection requests please contact Travelers Boiler Re hotline:

Phone: (800) 425-4119

Fax: (877) 764-9535

Email: boilinsp@travelers.com

GENERAL LIABILITY COVERAGE

Each parish, mission, educational, charitable, and religious institution under the control of the Bishop is covered for General Liability. This protects the Diocese, its parishes/schools, and any clergyman, religious, employee, parish trustee, or director while acting in the scope of their duties and any authorized person while working in the capacity of an agent and/or volunteer, provided that such person is operating within the scope of the duties delegated to such person. The liability coverage also extends to protect any church organization authorized and controlled by the parish or Diocese. Coverage does not extend to long term care facilities services.

The Liability portion of the coverage program provides Liability coverage for claims arising out of bodily injury, property damage, personal injury, advertising injury, and corporal punishment. "Personal Injury" extends to cover such things as false arrest, libel, slander and defamation of character, violation of right of privacy, wrongful eviction, discrimination, shock, and mental anguish. "Personal Injury" does not cover liability due to employment related claims.

Fault Doctrine:

The Diocese of Richmond is not obligated to pay for third party personal injury or damage / loss of personal property claims **unless the diocese is guilty of negligence in causing the injury or loss/damage**. There are no direct benefits available to injured individuals if the Diocese is not negligent other than the Diocesan "Care and Compassion Program".

Care and Compassion Program:

Medical expenses resulting from injuries sustained on Diocesan-owned property, without weighing the question of the Diocese's legal obligation, may be covered on an excess (over and above the injured party's insurance coverage) basis up to the limit of the coverage.

The Medical Payments feature of the program has certain exclusions and limitations including;

No coverage for work-incurred injuries to employees. This coverage is afforded under the diocesan Workers' Compensation coverage program.

Coverage does not apply to students / pupils requiring medical services. This exclusion pertains only to the Care and Compassion Program. If a student is injured and a claim is made against the Diocese, the Diocese is protected under the General Liability Coverage. Students are to be insured through the previously noted and relatively inexpensive Student Accident Insurance Coverage.

Coverage is excluded for injuries to any person practicing, instructing or participating in any physical training, sport, athletic activity or contest.

Coverage is excluded for any tenant or other person regularly residing on the Premises.

Parish Sponsored Activities:

Coverage extends to the parish for events such as festivals, bazaars, parties, and picnics that are sponsored by the parish whether on or off premises. Coverage through the self-insurance program is not designed to extend to non-parish sponsored activities.

Non-parish sponsored activities are addressed on Page 32.

Fire Legal Liability:

Protects the Diocese for its legal obligation for fire or explosion damage to structures rented to or occupied (but not owned) by Diocesan entities.

Cemetery Errors and Omissions:

Provides coverage for alleged negligent acts, errors, or omissions in conjunction with cemetery operations for cemeteries owned by the Diocese.

Counseling Errors and Omissions:

Provides coverage for consultations or communications between a Protected Person(s) acting solely in their official capacity as a representative of the Diocese and another person wherein the Protected Person(s) offers advice or guidance for the latter's welfare and best interest. This coverage does not extend to the rendering or failure to render Professional Services, or services rendered or allegedly not rendered by a Medical Professional.

Incidental Medical Malpractice:

Coverage protects the Diocese, parish, or agency for injury arising out of the rendering of or failure to render Medical Screening on behalf of the Diocese including non-invasive inspection and examination of the body utilizing such instruments as the stethoscope, blood pressure apparatus, oloscope, and audio / visual testing. Nursing services (i.e. Parish Nurses and School Nurses) are covered for such services as the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances and the providing of emergency medical and dental services.

This coverage does not apply to any Medical Professional for their personal acts or omissions of a professional nature. Medical professionals include but are not limited to: physicians, psychiatrists, physician assistants, pharmacists, nurse practitioners, nurse midwives, paramedics / emergency medical technicians, dentists, any individual licensed to prescribe medication or admit to hospitals, etc.

Parish Nurses and School Nurses, typically R.N.s (a Registered Nurse who has earned an Associate or Bachelor's degree and passed a comprehensive licensing exam) are covered for their personal acts of a professional nature so long as they are acting within the scope of their training and duties.

See Catholic Mutual's recommended guidelines for Parish Nurse / Health Ministry Programs located on the Catholic Mutual website..

Liquor Liability:

Protects the insured location and Diocese against claims resulting from occurrences arising out of the dispensing of alcoholic beverages by the location at church sponsored social functions. The Diocesan Alcoholic Beverage Policy on Pages 52-53 of *Called to Work in Harmony* must be followed.

See Catholic Mutual's guidelines for controlling liquor liability located on the Catholic Mutual website.

Employment Practices Liability:

Coverage provided for the actual or alleged discrimination against an employee or an applicant for employment and the actual or alleged wrongful employment termination of an employment --- provided that such termination or discharge occurs only after the insured location has sought and followed the advice of the Diocesan Office of Human Resources or a qualified attorney approved by Catholic Mutual.

Failure to seek the advice, guidance and approval from the Diocesan Office of Human Resources prior to an employment termination can result in the exclusion of coverage should a claim be presented as a result of the employment termination.

Employee Benefits Errors and Omissions:

Coverage for errors and omissions arising out of the administration of an employee benefits program.

Excess Employers Liability:

Protects the Diocese, parish, or agency from liability for damages related to workers' injury-related claims against their employer where negligent acts by the employer are alleged. This coverage is actually written in conjunction with the Workers' Compensation coverage certificate.

Limited Sexual Misconduct Coverage:

Extends coverage for a legal obligation to pay damages as a result of a sexual misconduct claim. Coverage has been expanded to include defense costs for an innocent person named in a civil lawsuit who is wrongly accused of misconduct.

It is critical that these losses be reported immediately to the Office of Risk Management to ensure that Catholic Mutual is notified in a timely manner and secure coverage. Untimely notice of claims or potential claims can affect coverage.

Directors & Officers Liability:

Coverage for educational, charitable, and religious institutions' boards operated and controlled by the Diocese of Richmond.

LIABILITY COVERAGE EXCLUSIONS AND LIMITATIONS

The Liability Coverage Certificate includes various exclusions and limitations to coverage. Some of these exclusions are;

- ❖ The use of rebounding devices such as trampolines, tumbling or similar rebounding equipment including bungee type devices.
- ❖ Ownership, operation, maintenance, sale, use, etc. of aircraft or various watercraft.
- ❖ Liquor Liability by reason of selling, serving or giving any alcoholic beverage to a person under the influence of alcohol or which causes or contributes to the intoxication of this person or to a person under the legal drinking age. This exclusion does not apply with respect to liability of the insured location which arises out of the giving, serving or selling of alcoholic beverages at scheduled church sponsored social functions.
- ❖ Release or discharge of pollutants.
- ❖ Asbestos including dioxin, or polychlorinated biphenyls (PCB). PCBs are man-made chemicals manufactured prior to 1979 and found in electrical motors and equipment, oil paints, floor finishes, etc.
- ❖ Mold or Fungal Pathogens
- ❖ Medical Professional – Professional Services (as noted previously)

REPORTING REQUIREMENTS FOR HIGH EXPOSURE LIABILITY LOSSES

We are required to report certain types of potential liability losses to one of our excess insurance carriers, The National Catholic Risk Retention Group (“TNCRRG”), in a timely manner to avoid any potential void in coverage. Therefore, it is imperative that all potential claims be reported immediately to the Office of Risk Management.

TNCRRG requires timely reporting whenever the claim or event involves the following;

- A. Death,
- B. Traumatic head injury,
- C. Injury involving hospitalization of 30 days or more,
- D. Injury resulting in paraplegia or quadriplegia,
- E. Partial or total loss of eyesight,
- F. Third degree burns covering 25% or more of body,
- G. Any traumatic loss of or surgical amputation of any limb,
- H. Any lawsuit or claim made where damages demanded equal or exceed underlying limit,
- I. Any lawsuit or claim, or commencement of any criminal investigation or prosecution, alleging sexual misconduct,
- J. Any lawsuit or claim, or the commencement of any criminal investigation or prosecution, alleging an employment related practices violation.

THIRD PARTY SPECIAL EVENTS COVERAGE

Third Party Special Events Coverage extends liability coverage to an individual / organization using parish facilities for non-parish sponsored activities and events. Coverage is outside of the Diocesan Self-Insurance Program. The facility user purchases the coverage through the Diocesan Office of Risk Management via submission of a completed *Application for Special Events Coverage*.

Common examples of events that qualify for this coverage are wedding receptions, banquets, reunions, fundraisers and meetings.

Cost of coverage is \$100.00 per event. (Subject to change upon annual renewal July 1st)

Special Events Coverage provides \$1,000,000 of Combined Single Limit Bodily Injury, Property Damage, and Host Liquor Liability coverage per event to both the facility user and the insured location.

Exclusions to Special Events Coverage:

The following events cannot qualify for Special Events Coverage;

- Sporting Events including tournaments and camps
- Carnival events
- Amusement rides, including mechanically operated devices, trampolines and rebounding devices
- Fireworks and fireworks displays
- Events where a fee or admission is charged, unless all proceeds go to charity
- Events organized or operated by professional promoters / performers
- Events with attendance of more than 1,000 persons
- Events that exceed 72 hours in duration
- Events involving pool or lake activities
- Events involving recreational vehicles
- Events involving BYOB (Bring Your Own Bottle)
- Political Rallies
- Events involving inflatable amusement devices

The *Application for Special Events Coverage* can be found on the following page.

NOTE: OFFICE OF RISK MGMT. MUST RECEIVE APPLICATION AT LEAST 15 DAYS PRIOR TO EVENT. DO NOT SUBMIT APPLICATIONS MORE THAN 6 MONTHS IN ADVANCE.

**DIOCESE OF RICHMOND
APPLICATION FOR SPECIAL EVENTS COVERAGE**

Coverage Limit: \$1,000,000 Combined Single Limit Bodily Injury and Host Liquor Liability, \$500,000 Property Damage Liability.
Includes \$100,000 for Defense Costs for Sexual Misconduct, excluding overnight events (see below for purchase options).
Coverage provided is per event (not per claim). **Submission of application does not bind coverage – all events are subject to approval.**

Coverage underwritten by **National Mutual Insurance Company**; Policy on file with C.M.G. Agency, Inc.

Cost of Coverage: \$100 Per Event (Overnight Stays \$130)

TO AVOID DELAY OR DENIAL OF COVERAGE, PLEASE ENSURE THAT EVERY FIELD IS COMPLETED.

Name of Parish or Institution:

Street (Physical) Address (NO P.O. BOXES):

City/State: _____ ZIP Code: _____

Phone No.: _____

Lessee (Additional Insured) Information:

Name of Sponsoring Organization or Individual Requesting Coverage

(Please **Print** Lessee Name(s) or Organization)

Lessee (Additional Insured) Contact Person:

license or

Name: _____

you must

Street Address: _____

City/State: _____ **ZIP Code:** _____

Telephone: _____

To receive approval notification please print email(s) clearly:

COVERAGE DOES NOT APPLY TO CERTAIN EVENTS, SUCH AS, BUT NOT LIMITED TO:

- * Any carnival event
- * Fireworks & fireworks displays
- * Events involving BYOB (Bring your own bottle)
- * Events involving pool or lake activities
- * Events involving recreational vehicles
- * Rap/Hip-Hop/Alternative music (non-religious bands)
- * Events organized or operated by professional promoters/performers
- * Organized sporting events, including tournaments & camps (some sporting activities are allowed and must be pre-approved)
- * Events where a fee or admission is charged, unless all proceeds go to charity.
- * Political Rallies
- * Amusement rides, including mechanically operated devices & trampolines

Date of Event: _____

Type of Special Event (Ex: wedding reception, anniv. party, etc.)

If it's a FUNDRAISER, be specific about what is occurring:

Time of Event: From _____ To _____

Is this an overnight event? Yes _____ No _____

Approx. Number of Participants: _____

Is food being served? Yes _____ No _____

Is liquor being served? Yes _____ No _____

If liquor is to be sold (or cost included in ticket price) and/or a

permit is required in order for you to serve or furnish alcohol,

obtain **LIQUOR LIABILITY** coverage by separate application.

Does this event require the additional coverage? Yes ___ No

Note: If liquor liability coverage is not purchased and an alcohol related claim results, the claim will be excluded if it is determined that a liquor liability policy should have been purchased.

**DEFENSE COSTS FOR SEXUAL MISCONDUCT FOR
OVERNIGHT EVENTS - \$100,000 LIMIT**

Coverage does not automatically apply for overnight events, however, you have the option of purchasing this coverage by separate application.

Do you want to apply for this coverage? Yes _____ No _____

ADDITIONAL CHARGES WILL APPLY FOR:

- Events which exceed 3 days in duration (charge TBD)
- Inflatable amusement device (must be pre-approved, picture required. Min. charge of \$100 per inflatable applies; each device is underwritten. Charge is determined by size and potential risk.)
- Events that exceed 1,000 in attendance (charge TBD)

MAKE CHECK PAYABLE TO: *Diocese of Richmond*
RETURN WITH FORM TO: Catholic Diocese of Richmond, Risk Mgmt. Ofc.
7800 Carousel Lane, Richmond, VA 23294

AUTOMOBILE COVERAGE

Automobile losses involving Diocesan-owned vehicles are covered by the Diocese of Richmond Self-Insurance Program where the Diocese, parish, institution, cemetery or agency is legally liable for injury or property damage as a direct result of the operation of the vehicle.

Collision Coverage is provided to vehicles if the vehicle is damaged in a collision with another vehicle or object. Insured vehicles are subject to a \$500 deductible.

Comprehensive Coverage is provided for damage as a result of fire, theft, vandalism, glass breakage, hail, windstorm, etc. A \$500 deductible applies.

If a vehicle is a total loss the claim is adjusted pursuant to the actual cash value of the vehicle at the time of the loss.

The Policy Number for the Automobile Coverage under this program is SI-111.

Rental Vehicles:

Vehicles that are rented for Diocesan use should be adequately insured by the renter to hold harmless the Diocese from property / liability claims within the coverage provided by the rental agency. If an accident involving the rental vehicle occurs and our driver is at fault the Diocesan coverage will be excess of the coverage provided by the rental agency.

When a vehicle is rented for Diocesan use the rental contract should include the purchase of both a "Collision Damage Waiver" (property coverage) and Supplemental Liability Coverage (standard limit is \$1 Million) from the rental agency. The Diocesan coverage will be excess / secondary of the coverage stated in the rental contract.

Use of Personal Vehicles for Diocesan Purposes:

Personally-owned vehicles (such as those offered by employees and volunteers) can be used for Diocesan purposes only if they are adequately insured. Recommended minimum coverage limits are 100/300/50 or \$100,000 each person / \$300,000 each accident / \$50,000 for property damage. The Diocesan coverage is excess of the underlying coverage on the vehicle for those accidents that occur while the vehicle is being operated on behalf of the Diocese.

Prohibited and Restricted Use of 11-15 Passenger Vans:

Due to safety concerns and a history of roll-over accidents nationwide, the Diocese of Richmond and Catholic Mutual determined in 2003 that 11-15 passenger vans were no longer allowed in the Diocese to transport people. The use of these vehicles is strictly prohibited for that purpose.

These vehicles should not be owned, borrowed, rented or accepted as donations.

11-15 passenger vans can be used **only to transport cargo** and **only if all passenger seats have been permanently removed from the vehicle.**

The recommended alternative to the 11-15 passenger van for transporting people is a 14-passenger activity bus. However, please note that any vehicle to be purchased, leased, borrowed or used in any capacity that has a passenger capacity of 10 or more persons can only be one of the following;

1. A designated multi-function school activity bus (MFSAB).
2. A school bus.

It is important to note that for #1 above, it is not sufficient if the vehicle only meets all applicable Federal Motor Vehicle Safety Standards (FMVSS). The vehicle must also meet Federal Motor Vehicle Safety Standards **applicable to a school bus (MFSAB).**

For additional information or if any questions arise, please contact the Office of Risk Management.

WORKERS' COMPENSATION COVERAGE

Diocesan employees are covered by Workers' Compensation for accidents that occur in the course and scope of the employment through the Diocese of Richmond Self-Insurance Program. As noted previously, the program is administered by the Diocesan Office of Risk Management which adjusts claims pursuant to the Workers' Compensation Rules and Regulations of the Commonwealth of Virginia.

The acceptance or denial of compensability (coverage under workers' compensation) on claims is based strictly on the application of the law of Virginia. The Virginia Workers' Compensation Commission ("Commission") oversees all claims and hears disputes presented by injured employees or employers via mediation or a scheduled hearing before a Deputy Commissioner.

All pertinent activity on workers' compensation claims is reported to the Commission by the Office of Risk Management via an Electronic Data Interchange (EDI).

Reporting of Workers' Compensation Losses:

On-the-job accidents should be immediately reported to the Office of Risk Management to allow for investigations and a prompt determination of the compensability of the potential claim. The mere fact that an accident occurs at work does not equate to the loss being "work related" under Virginia law and thus covered under Workers' Compensation.

The *First Report of Injury* that is submitted to the Office of Risk Management to officially report a claim should not be completed by the injured employee. The report should be completed by the injured employee's immediate supervisor or another person in authority.

Claim Payments:

Payment of all medical bills and lost wage benefits on a workers' compensation claim are processed directly by the Office of Risk Management.

FACILITY USAGE FOR NON-PARISH SPONSORED EVENTS

As noted previously the Diocesan Self-Insurance Program is designed to cover only those activities and events that are sponsored by the Diocese, parish, school, institution, agency, etc. Coverage is not extended to non-parish sponsored individual or group activities and events. So, what do we do when there is a request for a non-parish sponsored activity to be held at an insured facility / premises?

Third Party Special Events Coverage:

Individuals and groups that do not have liability coverage should apply for Special Events Coverage. See Page 27.

Individuals and Groups With Existing Liability Coverage:

Some groups or organizations wishing to use Diocesan facilities for non-parish sponsored activities are insured for General Liability coverage. In lieu of obtaining Special Events Coverage these entities can instead provide a Certificate of Liability Insurance that clearly names the Diocesan parish, school, agency, etc. as an “Additional Insured”. In addition, the certificate should provide evidence of at least \$1 Million of per occurrence General Liability coverage.

In addition to providing the above-noted Certificate of Liability Insurance we recommend that the subject entity sign a *Facility Usage / Indemnity Agreement*.

Adult Hold Harmless / Indemnity Agreement:

In some instances groups or individuals do not have liability coverage and it may not be feasible to require them to obtain Special Events Coverage. Examples include a small gathering of people on Diocesan property for a brief meeting or a group of adults such as school parents who wish to use the school gymnasium for non-parish sponsored basketball or volleyball activities. In cases such as this it is recommended that each participant sign an *Adult Hold Harmless / Indemnity Agreement*.

Signers of this document should be at least 18 years of age and the original signed document should be kept on record for at least two years following the activity.

This document should only be used for relatively small gatherings of approximately 20 people or less.

Unaffiliated Organizations:

Some groups / organizations that use parish facilities are not typically parish sponsored but can be misinterpreted as being part of the parish or the Diocese. Examples are the Knights of Columbus, Legion of Mary, Alcoholics Anonymous, and St. Vincent de Paul. The Knights have their own liability coverage and should provide the parish with a *Certificate of Liability Insurance* (naming the parish as an Additional Insured) on an annual basis. The Legion of Mary does not carry their own coverage but can be considered as being parish-sponsored only if the pastor is in control of and directs their activities.

It is recommended that we have such groups / organizations sign an *Unaffiliated Organization Agreement*. A sample of this document follows and it can also be found on the Catholic Mutual website.

These groups and organizations should not be allowed to use the parish name. Also, we should not provide any specific direction to such groups regarding their operations as doing so could qualify them as being parish sponsored. All we should provide such organizations is space to conduct their activities.

How to Determine Diocesan / Parish Sponsorship:

The following five (5) questions can be applied to determine if an event / organization is Diocesan / parish sponsored. In general, if a group / organization is unable to answer all of the questions in the affirmative they cannot be considered as being sponsored by the Diocese / parish. The questions include;

1. Does the parish have full control over the group or function?
2. Do any costs or fees associated with the function flow through parish accounts?
3. Is the function or group open to all parish members?
4. Is the purpose of the function or group to facilitate learning, raise revenue for the parish or provide a social service on behalf of the parish?
5. Is the leader of the group a parish employee or volunteer?

If the answer to any of these questions is “no” Diocesan / parish sponsorship does not apply and the group should be encouraged to sign a Facility Usage / Indemnity Agreement or the Unaffiliated Organization Agreement.



Catholic Diocese of Richmond
FACILITY USAGE / INDEMNITY AGREEMENT

PARISH: _____

PARISH is understood to include the Diocese of Richmond

FACILITY USER: _____

DATES OF FACILITY USAGE: _____

TYPE OF FACILITY USAGE: _____

The above named FACILITY USER agrees to defend, protect, indemnify and hold harmless the above named PARISH against and from all claims arising from the negligence or fault of the above named FACILITY USER or any of its agents, family members, officers, volunteers, helpers, partners, organizational members or associates which arise out of the above identified FACILITY USAGE at the above named PARISH.

FACILITY USER agrees to provide a certificate of insurance to the PARISH, which provides evidence of general liability coverage of not less than one million dollars (\$1,000,000) per occurrence. FACILITY USER also agrees to have the PARISH named as an “Additional Insured” on its general liability policy for the DATE(S) OF FACILITY USAGE in relationship to the TYPE OF FACILITY USAGE for claims which arise out of FACILITY USER’S operations or are brought against the PARISH by FACILITY USERS’ employees, agents, partners, family members, students, customers, function attendees, guests, invitees, organizational members or associates. FACILITY USER also agrees to ensure that its liability insurance policy will be primary in the event of a covered claim or cause of action against PARISH.

If FACILITY USER fails to comply with the above (second) paragraph, then the above named FACILITY USER agrees to protect, defend, hold harmless and fully indemnify the above named PARISH for any claim or cause of action whatsoever arising out of or related to the usage which takes place during the above identified DATE(S) OF FACILITY USAGE that is brought against the PARISH by the above named FACILITY USER or its employees, agents, partners, family members, students, customers, function attendees, guests, invitees, organizational members or associates, even if such claim arises from the alleged negligence of the PARISH, its employees or agents, or the negligence of any other individual or organization. This paragraph does not relieve FACILITY USER’s responsibility to comply with the above (second) paragraph.

If any sentence or paragraph of this agreement is held invalid, it is agreed that the balance thereof, shall continue in full legal force and effect.

SIGNED BY: _____

(Must be an official agent of FACILITY USER)

NAME (Please print): _____

DATE: _____



Catholic Diocese of Richmond

ADULT HOLD HARMLESS / INDEMNITY AGREEMENT

PARISH: _____

(Parish is understood to include the Diocese of Richmond)

ACTIVITY PARTICIPANT OR FACILITY USER: _____

DATES OF ACTIVITY OR USAGE: _____

TYPE OF ACTIVITY OR USAGE: _____

The above named ACTIVITY PARTICIPANT OR FACILITY USER agrees to defend, protect, indemnify and hold harmless the above named PARISH against and from all claims arising from the negligence or fault of the above named ACTIVITY PARTICIPANT OR FACILITY USER or any of their agents, family members, officers, volunteers, helpers, partners, organizational members or associates which arise out of the above named ACTIVITY OR USAGE at the above named PARISH.

Additionally, the above named ACTIVITY PARTICIPANT OR FACILITY USER agrees to protect, defend, hold harmless and fully indemnify the above named PARISH for any claim or cause of action whatsoever arising out of the above mentioned ACTIVITY OR USAGE which takes place during the above identified DATE(S) OF ACTIVITY OR USAGE that is brought against the PARISH by the above named ACTIVITY PARTICIPANT OR FACILITY USER or their family members whether such claim arises from the alleged negligence of the PARISH, its employees or agents or ACTIVITY PARTICIPANT or FACILITY USER'S negligence. If any portion of this agreement is held invalid, it is agreed that the balance thereof, shall continue in full legal force and effect.

SIGNED BY: _____

NAME (Please Print): _____

DATE: _____



Catholic Diocese of Richmond

UNAFFILIATED ORGANIZATION AGREEMENT

PARISH: _____

PARISH is understood to include the Diocese of Richmond

ORGANIZATION: _____

The undersigned, individually, on behalf of ORGANIZATION and on behalf of each member thereof, hereby agree with PARISH that in consideration for the ORGANIZATION's use of property owned or managed by the PARISH, as follows:

1. The ORGANIZATION is not a part of the DIOCESE or any PARISH, is not affiliated or sponsored by the DIOCESE or any PARISH and is not an agent of the DIOCESE or any PARISH. The ORGANIZATION does not speak for or represent the DIOCESE or any PARISH.

2. The DIOCESE, any PARISH or their employees may provide spiritual support or spiritual direction to the ORGANIZATION or its members; however, any such spiritual support or direction is in matters of religion only and does not create any form of agency or master/servant relationship.

3. The ORGANIZATION is not controlled by the DIOCESE, any PARISH or any employee or agent thereof and neither the DIOCESE nor any PARISH receive a direct, tangible or financial benefit from the ORGANIZATION's activities, other than any consideration given for the use of the property.

4. The ORGANIZATION is not a participant in and is not the beneficiary of financial protection provided by the Catholic Mutual Protected Self-Insurance program. The ORGANIZATION will not be indemnified by the PARISH or the DIOCESE for liability arising from the ORGANIZATION's activities.

5. Any and all liability, whether civil, criminal or otherwise, and whether arising from use of motor vehicles or any other activity of the ORGANIZATION or its members, is not assumed and is expressly rejected by the DIOCESE, the PARISH and Catholic Mutual.

6. The ORGANIZATION, but not its individual members, agrees to fully protect, defend and indemnify the DIOCESE, the PARISH, Catholic Mutual and their employees and agents for any and all liability sustained as a result of activities of the ORGANIZATION, its members, or other ORGANIZATIONs or members acting on the ORGANIZATION's behalf.

7. Members of the ORGANIZATION understand that neither the PARISH, the DIOCESE or Catholic Mutual waive any right they may have to seek indemnity from any individual member of the ORGANIZATION if that member's actions lead to a suit or claim against the PARISH, the DIOCESE or Catholic Mutual.

8. This Agreement confers no right to use PARISH or DIOCESAN property. Permission to use PARISH or DIOCESAN property may be terminated at any time and shall be deemed terminated at the time use of the property discontinues; however, the representations, warranties and indemnity obligations contained herein shall survive termination of this Agreement.

9. The undersigned representative of the ORGANIZATION has authority to execute this Agreement and represents and warrants that it has advised every member of the ORGANIZATION of its contents.

ORGANIZATION

PARISH

Dated: _____

Dated: _____

Signed: _____
(On Behalf of the ORGANIZATION)

Signed: _____

Witness: _____

Witness: _____

CONTRACT REVIEW GUIDELINES

Diocesan locations are encouraged to submit copies of contracts including service agreements to the Diocesan Office of Risk Management for review purposes. We wish to review such contracts to ensure that there is no indemnification language or other clauses in the document that could place the Diocese and parish, school, etc. at unnecessary risk.

Construction Contracts and “Addendum to Construction Contract”:

Construction contracts for new building and renovations should be reviewed by the Diocesan Building and Renovation Committee (“BARC”). See BARC guidelines for construction and renovation projects. The Office of Risk Management is also available to review such contracts.

For a construction, renovation, or remodeling contract with a contractor or architect in excess of \$10,000 it is recommended that we have an *Addendum to Construction Contract* become part of the overall agreement. A sample of this document follows and can also be found on the Catholic Mutual website.

Please note that Builder’s Risk Coverage is provided by this program for projects under \$1 Million. The contractor should provide the Builder’s Risk Coverage needed for any project that exceeds \$1 Million.

In all cases the contractor should provide the insured location with verification of General Liability insurance by way of a Certificate of Liability Insurance. The certificate should name the insured location as an “Additional Insured”

Service Contracts and “Addendum to Service Contract”:

Typically when organizations enter into an arrangement with a servicing vendor or contractor on a small construction project, a written contract or agreement is presented to the organization. Generally these contracts are written in favor of the contractor or service provider.

To help reduce our exposure to loss or damage caused by a negligent service provider or contractor, the *Addendum to Service Contract* can be used to supplement the overall agreement. This document can be used for construction projects of \$10,000 or less; and also for various services such as fire extinguishers, sprinkler systems, elevators, alarm systems, HVAC, office equipment, etc.

The sample of the *Addendum to Service Contract* also follows and can also be found on the Catholic Mutual website.

Leases and “Addendum to Lease”:

When a parish, school, agency, etc. enters into an agreement with a tenant for long term usage of our insured facilities a written lease should be in place. Examples include;

1. A convent is rented to a religious order for use as a residence.
2. A school rents space for a non-parish sponsored daycare center.
3. A non-parish organization rents office space in an unoccupied rectory.

In cases such as this we need a Certificate of Liability Insurance from the Lessee that specifically names the insured location as an “Additional Insured”.

In addition, it is recommended that the insured location have the Lessee sign an *Addendum to Lease*. This document is designed to fulfill the insurance requirements for both tenants and the parish, school, agency, etc. when our insured property is leased.

The *Addendum to Lease* should not be used when the parish leases apartments, space, etc. as private residences.

A sample of the *Addendum to Lease* can be found on the following pages and also on the Catholic Mutual website.



Catholic Diocese of Richmond

ADDENDUM TO CONSTRUCTION CONTRACT
(For Projects Over \$1 Million)

BUILDER’S RISK INSURANCE: A Builder’s Risk and Boiler and Machinery Coverage will be **obtained by CONTRACTOR** to cover the project. Any payment under Builder’s Risk or Boiler and Machinery Coverages will be made jointly to OWNER and CONTRACTOR. Further, OWNER and CONTRACTOR agree that any payment under Builder’s Risk or Boiler and Machinery Coverages will be placed into a joint account until such funds are reinvested in the construction project.

GENERAL LIABILITY INSURANCE: While CONTRACTOR is performing operations at PARISH, CONTRACTOR shall maintain general liability insurance in the amount of not less than two million dollars (\$2,000,000) per occurrence. It is further agreed that the CONTRACTOR agrees to protect, defend, Indemnify, and hold harmless the PARISH against and from any claim or cause of action arising out of or from any negligence or actionable fault of the CONTRACTOR, or its employees, agents, members, or officers.

AUTOMOBILE LIABILITY INSURANCE: CONTRACTOR shall maintain automobile liability insurance for any owned autos, hired autos or non-owned autos used in connection with the contractor’s business. Automobile liability coverage should be maintained by the CONTRACTOR in the minimum amount of two million dollars (\$2,000,000) combined single limit.

WORKERS’ COMPENSATION INSURANCE: CONTRACTOR shall maintain workers’ compensation insurance as required by law.

ADDITIONAL INSURED: CONTRACTOR agrees to provide a certificate of insurance to the PARISH which will name the PARISH as additional insured on the CONTRACTOR’S liability policy for claims arising out of CONTRACTORS, subcontractors or sub-subcontractors operations or made by CONTRACTORS, subcontractors or sub-subcontractors, employees agents, guests, customers, invitees or subcontractors. CONTRACTOR must verify its liability insurance policy is primary in the event of a covered claim or cause of action against PARISH.

SUBCONTRACTORS: CONTRACTORS shall be required to verify that all subcontractors maintain general liability insurance, workers’ compensation insurance, and automobile liability insurance. Furthermore, CONTRACTOR agrees to indemnify and defend the PARISH for any claim or cause of action, whatsoever which was caused by the negligence, or other actionable fault of an uninsured subcontractor.

NO WAIVER OF SUBROGATION: OWNER does not waive any rights of recovery against the CONTRACTOR, subcontractor or sub-subcontractor for any damages not covered by Builder’s Risk Coverage. OWNER and CONTRACTOR, subcontractor and sub-subcontractor do waive the right of recovery against each other for any damages covered under Builder’s Risk Coverage. The extent of OWNERS ability to recover from CONTRACTOR is limited to the extent CONTRACTOR has liability insurance.

CONTRACT OVERRIDE AND SEVERABILITY PROVISION: CONTRACTOR and PARISH agree that this addendum overrides any and all portions of previous agreements between CONTRACTOR and PARISH that contain language in contradiction with this contract. If any portion of this Addendum to Construction Contract is deemed or is determined to be in conflict with local or state or national statutes, both CONTRACTOR and PARISH agree that the portion of the Addendum to Construction Contract which is in conflict with the statute will be stricken from the Addendum to Construction Contract with the remainder of the Addendum to Construction Contract remaining binding for both parties.

CONTRACTOR:

PARISH:

NAME: _____

(Parish is understood to include the Diocese of Richmond)
NAME: _____

DATE: _____

DATE: _____

START DATE OF CONTRACT (Understood to be date signed if left blank): _____

Instruction to Parish (Parish Use Only): This Addendum to Construction Contract stands on its own as a legal Contract between PARISH and CONTRACTOR should this addendum not be incorporated or attached to a contract.



Catholic Diocese of Richmond

ADDENDUM TO CONSTRUCTION CONTRACT

(For Projects Under \$1 Million)

BUILDER’S RISK INSURANCE: A Builder’s Risk and Boiler and Machinery Coverage will be **obtained by OWNER** to cover the project. Any payment under Builder’s Risk or Boiler and Machinery Coverages will be made jointly to OWNER and CONTRACTOR. Further, OWNER and CONTRACTOR agree that any payment under Builder’s Risk or Boiler and Machinery Coverages will be placed into a joint account until such funds are reinvested in the construction project.

GENERAL LIABILITY INSURANCE: While CONTRACTOR is performing operations at PARISH, CONTRACTOR shall maintain general liability insurance in the amount of not less than two million dollars (\$2,000,000) per occurrence. It is further agreed that the CONTRACTOR agrees to protect, defend, indemnify, and hold harmless the PARISH against and from any claim or cause of action arising out of or from any negligence or actionable fault of the CONTRACTOR, or its employees, agents, members, or officers.

AUTOMOBILE LIABILITY INSURANCE: CONTRACTOR shall maintain automobile liability insurance for any owned autos, hired autos or non-owned autos used in connection with the contractor’s business. Automobile liability coverage should be maintained by the CONTRACTOR in the minimum amount of two million dollars (\$2,000,000) combined single limit.

WORKERS’ COMPENSATION INSURANCE: CONTRACTOR shall maintain workers’ compensation insurance as required by law.

ADDITIONAL INSURED: CONTRACTOR agrees to provide a certificate of insurance to the PARISH which will name the PARISH as additional insured on the CONTRACTOR’S liability policy for claims arising out of CONTRACTORS, subcontractors or sub-subcontractors operations or made by CONTRACTORS, subcontractors or sub-subcontractors, employees agents, guests, customers, invitees or subcontractors. CONTRACTOR must verify its liability insurance policy is primary in the event of a covered claim or cause of action against PARISH.

SUBCONTRACTORS: CONTRACTORS shall be required to verify that all subcontractors maintain general liability insurance, workers’ compensation insurance, and automobile liability insurance. Furthermore, CONTRACTOR agrees to indemnify and defend the PARISH for any claim or cause of action, whatsoever which was caused by the negligence, or other actionable fault of an uninsured subcontractor.

NO WAIVER OF SUBROGATION: OWNER does not waive any rights of recovery against the CONTRACTOR, subcontractor or sub-subcontractor for any damages not covered by Builder’s Risk Coverage. OWNER and CONTRACTOR, subcontractor and sub-subcontractor do waive the right of recovery against each other for any damages covered under Builder’s Risk Coverage. The extent of OWNERS ability to recover from CONTRACTOR is limited to the extent CONTRACTOR has liability insurance.

CONTRACT OVERRIDE AND SEVERABILITY PROVISION: CONTRACTOR and PARISH agree that this addendum overrides any and all portions of previous agreements between CONTRACTOR and PARISH that contain language in contradiction with this contract. If any portion of this Addendum to Construction Contract is deemed or is determined to be in conflict with local or state or national statutes, both CONTRACTOR and PARISH agree that the portion of the Addendum to Construction Contract which is in conflict with the statute will be stricken from the Addendum to Construction Contract with the remainder of the Addendum to Construction Contract remaining binding for both parties.

CONTRACTOR:

NAME: _____

DATE: _____

PARISH:

(Parish is understood to include the Diocese of Richmond)

NAME: _____

DATE: _____

START DATE OF CONTRACT (Understood to be date signed if left blank): _____

Instruction to Parish (Parish Use Only): This Addendum to Construction Contract stands on its own as a legal Contract between PARISH and CONTRACTOR should this addendum not be incorporated or attached to a contract.



Catholic Diocese of Richmond

ADDENDUM TO SERVICE CONTRACT

GENERAL LIABILITY INSURANCE: While contractor/service provider is performing operations at parish, contractor/service provider shall maintain general liability insurance in the amount of not less than one million dollars (\$1,000,000) per occurrence. It is further agreed that the contractor/service provider agrees to protect, defend, indemnify, and hold harmless the parish against and from any claim or cause of action arising out of or from any negligence or other actionable fault of the contractor/service provider, or its employees, agents, members, or officers.

WORKERS' COMPENSATION INSURANCE: Contractor/service provider shall maintain workers' compensation insurance as required by law

EVIDENCE OF INSURANCE: Contractor/service provider agrees to provide evidence of the above insurance coverage to the parish.

NO WAIVER OF SUBROGATION: Parish does not waive or limit any rights of recovery against the contractor/service provider for any damages resulting from the negligent acts of the contractor/service provider associated with the contract. Parish and contractor/service provider agree that contractor/service provider's financial responsibility is limited to the amount of contractor/service provider's liability insurance in the event contractor/service provider causes damage or loss to parish.

CONTRACT OVERRIDE AND SEVERABILITY PROVISION: Contractor/service provider and parish agree that this addendum overrides any and all portions of previous agreements between contractor/service provider and parish that contain language in contradiction with this contract. If any portion of this Addendum to Service Contract is deemed or is determined to be in conflict with local or state or national statutes, both contractor/service provider and parish agree that the portion of the Addendum to Service Contract which is in conflict with the statute will be stricken from the Addendum to Service Contract with the remainder of the Addendum to Service Contract remaining binding for both parties.

CONTRACTOR/SERVICE PROVIDER:

PARISH:

Parish is understood to include the Diocese of Richmond.

BY:

BY:

NAME

NAME

DATE

DATE

START DATE OF CONTRACT (Understood to be date signed if left blank): _____



Catholic Diocese of Richmond

ADDENDUM TO LEASE

GENERAL LIABILITY INSURANCE: LESSEE shall maintain general liability insurance in the amount of not less than two million (\$2,000,000) per occurrence for the duration in which LESSEE rents or uses PARISH property and name PARISH as an additional insured on such policy of insurance. It is further agreed that LESSEE agrees to protect, indemnify, defend and hold harmless the PARISH against and from any claim or cause of action arising out of or from any negligence or other actionable fault caused by LESSEE or its employees, agents, members or officers.

FIRE DAMAGE INSURANCE: LESSEE shall maintain fire damage insurance (fire legal liability) for the term of this lease. LESSEE agrees to maintain fire damage coverage in the minimum amount of two million dollars (\$2,000,000).

WORKERS' COMPENSATION INSURANCE: LESSEE shall maintain workers' compensation insurance as required by law.

ADDITIONAL INSURED: LESSEE will name the PARISH as an additional insured on its general liability insurance policy for the duration of LESSEE'S renting or using PARISH property for claims arising out of LESSEE'S operations or made by LESSEE'S employees, agents, students, guests, customers or invitees. LESSEE must verify that its insurance policy is primary in the event of a covered claim or cause of action against PARISH. LESSEE will provide proof to PARISH that the insurance requirements have been met as outlined in this contract. If LESSEE fails to fulfill the insurance requirements contained in this paragraph, then LESSEE agrees to defend, hold harmless and indemnify the PARISH against and from any claim or cause of action arising out of LESSEE'S operations or any claim or cause of action which is brought against PARISH by LESSEE, its employees, agents, students, guests, customers invitees which is alleged against the PARISH, even if such claim or cause of action arose from the negligence of PARISH, its employees or volunteers, or the negligence of any other individual or organization.

INSPECTION BY THE PARISH: PARISH may at any and all reasonable times enter premises leased to LESSEE for inspection purposes.

NO WAIVER OF SUBROGATION: PARISH does not waive any rights of recovery against the LESSEE for damages that are covered by the PARISH'S property insurance coverage.

LEASE OVERRIDE AND SEVERABILITY PROVISION: LESSEE and PARISH agree that this Addendum to Lease overrides any and all portions of previous agreements between LESSEE and PARISH that contain language in contradiction with this Addendum. If any portion of this Addendum to Lease is deemed or is determined to be in conflict with local or state or national statutes, both LESSEE and PARISH agree that the portion of Addendum to Lease which is in conflict with the statute will be stricken from the Addendum to Lease with the remainder of the Addendum to Lease remaining binding for both parties.

LESSEE:

PARISH:

BY: _____
NAME

DATE

(Parish is understood to include the Diocese of Richmond)
BY: _____
NAME

DATE

START DATE OF LEASE (Understood to be date signed if left blank): _____

Instruction to PARISH (PARISH Use Only): This Addendum to Lease stands on its own as a legal contract between PARISH and LESSEE should this addendum not be incorporated or attached to a lease.

PARISH NURSE / HEALTH MINISTRY PROGRAMS

If a parish sponsors a Parish Nurse / Health Ministry Program, Catholic Mutual has developed recommended guidelines which can be found on the following three (3) pages.

These guidelines include a *Health Care Institution Hold Harmless / Indemnity Agreement* for situations where a parish may contract with an outside health care entity to conduct health care services on behalf of the parish.

Catholic Mutual. . . "CARES"

CATHOLIC MUTUAL GUIDELINES FOR PARISH NURSE/HEALTH MINISTRY PROGRAMS

Necessary Qualifications

The parish nurse should be a professional registered nurse who has completed additional studies in the areas of parish nursing and spiritual formation.

Qualifications/licensing requirements:

- Graduate of an accredited school or college of nursing.
- Currently licensed as a professional registered nurse (RN).
- At least three years of nursing experience in a clinical setting.
- Possession of a valid driver's license.

What insurance and liability issues need to be addressed?

Listed below are the insurance requirements and guidelines for parish health ministry.

Who is covered?

Insurance coverage is dependent upon which option a parish chooses to provide health ministry. If the parish contracts with an agency or hospital/care center, the parish nurse must provide proof that he or she is covered by that organization's professional liability insurance. Additionally, the outside agency or hospital must name the parish and the Diocese of Richmond as an additional insured under the hospital's/nurse's professional liability coverage. Also, it is recommended that the outside agency or hospital sign the **Health Care Institution Hold Harmless/Indemnity Agreement**.

If a parish chooses to directly employ a parish nurse or to utilize the volunteer services of a parish nurse, then the parish and the parish nurse are automatically covered by The Diocesan Insurance Program. This coverage only applies while the nurse is working or volunteering for the parish (not while the parish nurse is working for other organizations).

Please note that there is no insurance coverage through Catholic Mutual for a physician participating in a parish's health ministry program.

Pre-screening for parish nurse employees and volunteers

The parish could be held liable for failure to verify credentials and perform background checks. Considering the nature of parish nursing and the potential high risks involved with a parish health ministry program, verification of credentials and background checks must be performed on parish nurses who are employed or who volunteer.

The **credential check** must:

- Verify that the parish nurse has a valid license as a registered professional nurse in the state in which the nurse practices.

The **background check** must include the following:

- Both employment references and personal references.
- A criminal background check.
- Driver record check.

It is very important that the parish verify the nursing license along with performing the background checks. Failure to do so will greatly increase the parish's liability associated with the parish health ministry program. If the parish contracts with an agency or hospital/care center for nursing services, verify that the agency or hospital/care center has performed credential and background checks.

Risk and liability concerns

There are many liability concerns associated with a parish health ministry program. The most common allegation against a parish nurse would be that he or she overstepped the boundaries of their professional expertise. Adhering to the following guidelines will assist in reducing the liability for a parish's health ministry program.

- All parish nurses should be licensed as registered nurses, be a graduate of an accredited nursing program and a graduate of a parish nurse preparation program.
- Parish nurses must keep records on all parishioner-clients. The records are confidential between the client and parish nurse and should be kept in a locked cabinet. Even though a parish nurse may be reporting to the pastor/parish director or business administrator, the records are confidential unless otherwise released with the client's written permission.
- A parish nurse cannot provide a medical diagnosis. Appropriate procedures should be followed for referral to physicians and other healthcare providers as needed.
- All abuse involving minors must be reported to the appropriate governmental agency.
- All abuse involving adults must be reported to the appropriate governmental agency.
- A parish nurse cannot dispense medication. This includes non-prescription or over-the-counter medication.
- All acts delegated within the scope of professional nursing to an LPN or less skilled assistant must be in compliance with the State Requirements.
- All non-RN employees/volunteers should have professional experience in the ministry in which they are participating.

Liability involving transportation

Most parish nurses will use their own automobile to carry out certain nursing activities. The Diocesan Insurance Program provides an excess liability policy over and above a nurse's personal automobile liability policy. However, it is important for parish nurses to maintain liability coverage levels of \$100,000 per person, \$300,000 per accident in order to provide adequate protection. If you have any questions regarding parish nurse/health ministry programs, please feel free to contact Catholic Mutual at 608-821-4566.



Catholic Diocese of Richmond

HEALTH CARE INSTITUTION
HOLD HARMLESS / INDEMNITY AGREEMENT

HEALTH CARE INSTITUTION: _____

PARISH(S): _____

DATES OF SERVICES: _____

The above named HEALTH CARE INSTITUTION agrees to defend, protect, indemnify and hold harmless the above named PARISH(S) and the Arch/Diocese against and from all claims arising from the negligence or fault of the above named HEALTH CARE INSTITUTION or any of its clients, patients, employees, agents, family members, officers, volunteers, helpers, partners, organizational members and associates, and parish nurse in connection with the performance of parish nurse duties for the above named PARISHES.

The above named HEALTH CARE INSTITUTION agrees to provide a certificate of insurance to the PARISH(S) which provides evidence of workers compensation insurance, general liability coverage of not less than two million dollars (\$2,000,000) per occurrence and nurses professional liability coverage of not less than two million dollars (\$2,000,000). HEALTH CARE INSTITUTION also agrees to have the PARISH(S) and Arch/Diocese named as an "Additional Insured" on its general liability and nurses professional liability policies for activities carried out in performance of the Parish Nurse Program and for claims made by its patients, clients, employees, agents, guests, invitees, customers, partners, family members, organizational members and associates, and the parish nurse. It is agreed that HEALTH CARE INSTITUTION also agrees to ensure that its general liability and professional liability insurance policies will be primary in the event of a covered claim or cause of action against PARISH(S).

If and only if HEALTH CARE INSTITUTION fails to comply with the above (second) paragraph, the HEALTH CARE INSTITUTION agrees to protect, defend, hold harmless and fully indemnify the above named PARISH(S) and Arch/Diocese for any claim or cause of action whatsoever which arises from the performance of parish nursing duties or that is brought against the PARISH(S) and/or the Arch/Diocese by the above named HEALTH CARE INSTITUTION, or its patients, clients, employees, agents, guests, invitees, customers, partners, family members, organizational members and associates, and the parish nurse, whether such claim arises from the alleged negligence of the PARISHES, their employees or agents or HEALTH CARE INSTITUTION and/or parish nurse's negligence.

SIGNED BY: _____
(Must be an officer of HEALTH CARE INSTITUTION)

NAME & TITLE: _____

DATE: _____

HIGH RISK SPECIAL EVENTS AND PARISH FESTIVALS

Parishes often sponsor festival type activities. Some of these events present higher risks than others depending on the complexities involved with, volunteers, vendors, transportation, etc.

In all cases involving a parish sponsored festival the *Catholic Mutual Guidelines for Parish Festivals* document located on the Catholic Mutual website should be referenced.

In the case of higher risk events it is recommended that specifics of the event be presented to the Office of Risk Management to ensure that proper best practices are in place for the event. Located on the following two (2) pages is a *Festival / High Risk Events Risk Management Best Practices* checklist that should be useful.

**FESTIVAL/HIGH RISK EVENTS
RISK MANAGEMENT BEST PRACTICES**

Q – Why is it important to have risk management procedures and practices in place for our parish festivals and other large events?

A – Festivals and other large-scale events that go above and beyond the daily ministries of the Catholic Church create unique liability exposures. The Church is legally liable and ethically responsible for accidents that happen as a result of any involvement and sponsorship in these types of events. It is vital that churches and schools develop a “best practices” approach for any parish-sponsored event. Not only will this approach provide better assurance for the safety of everyone involved, it will also reduce the liability exposure associated with these types of large events.

Q – What resources are available to successfully manage our parish festival or other large events?

A - By being aware of the “best practices” safety checklist shown below and understanding the detailed information available in the Festival/High Risk Events Policy Manual, you will be better prepared to ensure a safer event and reduce or eliminate common claims associated with these types of events. The Festival/High Risk Events Policy Manual can be found on Catholic Mutual’s website at www.catholicmutual.org.

CHECKLIST

• Supervision

- There is a designated Festival Chairperson (overseen by staff person at parish/school)
- There is a designated Supervisor for each operational area of festival (overseen by Chairperson)
- There is a designated Safety Coordinator to ensure all safety recommendations are met (overseen by Chairperson)

• Vendors

- Vendor contracts/agreements have been reviewed by Arch/Diocese or CMG prior to signing
- Vendor Hold Harmless/Indemnity Agreement* has been obtained by each vendor (i.e. ride, game, food, security vendors, etc. When in doubt, see policy manual.)
- Certificates of Insurance have been obtained from vendor with parish/diocese named as additional insured

• Transportation

- Driving duties have been limited to a select number of properly screened individuals.
- Drivers have taken “Be Smart – Drive Safe” online defensive driving course available on main page of CMG website www.catholicmutual.org
- Chairperson and Supervisors have taken “Church Transportation – Is It Necessary and Ministry-Based?”

• Volunteers

- Are 18 years of age or older OR supervised by adult with parent permission
- Have been selected and matched to tasks according to training and/or skills
- Have a clear understanding of duties and risks associated with the assigned task
- Have been provided with personal protective equipment, if needed

• Premises Safety

- Electrical cords and hoses have been rerouted, taped down or covered
- Adequate lighting has been provided
- Tent stakes and ropes have been secured
- Alternate plans are in place for inclement weather
- Emergency response procedures/evacuation plans have been developed
- Adequate number of trained security guards have been hired

• **Parking**

- Valet parking will not be allowed
- There is adequate lighting in parking lots
- Adequate space for pedestrian traffic has been provided through parking lots
- Adequate space will be made available for emergency vehicles

• **Medical Services**

- There is a First Aid station and supplies available
- An Automated External Defibrillator (AED) will be readily accessible
- Local police and hospitals have been notified about upcoming event
- Hand washing stations are provided

• **Food**

- Appropriate food temperatures will be maintained
- Employees and volunteers have been informed of food-borne illness best practices

• **Alcohol**

- Meet all State and local liquor licensing requirements
- Identification checkpoints are in place
- Colored bracelets will be provided for legal age individuals wishing to consume alcohol
- Trained bartenders will be used
- Alternate transportation will be provided for intoxicated patrons

• **Money/Cash Handling**

- Background and credit checks will be completed on individuals working with money.
- Tamper-proof bags will be utilized.
- Cash will be regularly collected from stands, alternating times and routes
- Three or more individuals will be involved in collecting cash
- Money will be counted by two or more people
- Cash will be kept in a locked safe and guarded by security
- Consideration has been given to using a ticket system

• **Activities/Equipment**

- Festival activities will not include any of the following: hot air/tethered balloons; helicopter rides; ATV rides/speed contests; climbing contests; gambling or liquor (when not approved by state statutes); bungee jumping; dunking booths involving individuals 21 years of age and under; or archery/firearms.
- Homemade equipment (i.e. gas grills, dunking booths, miniature motorized vehicles) and other similar devices will not be utilized.
- All activities for the festival have been approved by the arch/diocese and/or Catholic Mutual Group.

• **Claim Procedure**

- Accident Report forms on hand
- Staff is aware of claim reporting procedures

COVERAGE FOR VOLUNTEERS

Volunteer activities are critical to the life of a parish. The Diocesan Self-Insurance Program extends coverage to volunteer activities that are sponsored by the parish / Diocese.

Catholic Mutual has developed excellent materials on managing volunteer activities which are on the Catholic Mutual website at www.catholicmutual.org. Please visit the website and the topic “Volunteer Activities” where valuable materials are located such as:

Volunteer Coordinator Manual

Volunteer Coordinator Quick Guide

Volunteers and the Catholic Church Brochure

CATHOLIC MUTUAL ON-LINE SAFETY TRAINING VIDEOS

Catholic Mutual has developed online safety training videos for;

1. Preventing Slips, Trips, and Falls
2. Fire Safety
3. Church Transportation – Is it Necessary and Ministry-Based?
4. Preventative Maintenance
5. Youth Ministry
6. Safe and Successful Parish Festivals
7. Defensive Driving – “Be Smart – Drive Safe”

The videos can be found on the Catholic Mutual website at www.catholicmutual.org. Again, our Login Name is 0092ric and the password is “service”.

The parish, school, agency, etc. should designate appropriate members of the staff and perhaps selected volunteers to review the videos on a periodic basis. The videos are approximately 20 minutes in length and after reviewing such the individual(s) will gain a better understanding on how to reduce these risks at the location.

Two (2) of the safety videos are mandatory pursuant to Catholic Umbrella Pool requirements.

- 1) The “Be Smart – Drive Safe” defensive driving course is mandatory:
 - A. For all employees who drive as part of their position.
 - B. For all drivers, including volunteers, of Diocesan and location owned vehicles.

- 2) The safety video on “Church Transportation – Is it Necessary and Ministry-Based?” is also mandatory and must be viewed at least once every two (2) years by a staff member in an administrative position.

FREQUENTLY ASKED QUESTIONS

1. What constitutes a parish sponsored activity?

ANSWER: See Page 33.

2. How are insurance premiums determined?

ANSWER: Premiums are determined by the Diocesan Office of Finance on an annual basis. Premiums are based on insurable property values, employee payroll, and the number and type of owned vehicles.

3. Do we need an ABC license for an upcoming event?

ANSWER: An ABC license is not required for private church functions where beer and wine are served. If the event is open to the general public or alcohol is sold (or is included in the price of a ticket) an ABC license is required.

4. When we lease office equipment do we need to incur an additional monthly cost for insurance directly from the leasing company?

ANSWER: No – the Diocesan Self-Insurance Program extends Property coverage to leased equipment. The Office of Risk Management can provide the location with a *Certificate of Coverage* which should be forwarded to the leasing company.

5. If we have submitted an *Application for Special Events Coverage* and the event is cancelled can a refund be processed?

ANSWER: Yes – the Office of Risk Management will process a refund in the amount of \$95.00 on applications that are cancelled prior to the event date.