

PARISH RISK MANAGEMENT MANUAL

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(Revised October 2019)

PREFACE

The Parish Risk Management Manual has been assembled to provide information and assistance to parishes regarding common activities and loss exposures.

The policies and procedures reviewed are not intended to replace or supercede diocesan policies already implemented. It is possible those in the manual can support and strengthen procedures currently being used.

In addition to the narrative information provided, applicable Catholic Mutual "CARES" materials and/or information from previous newsletters are included in various sections to provide further assistance and support. Please be advised that all of our "CARES" materials are available on our website at www.catholicmutual.org

Many of the accidents, injuries and property damage claims incurred by the Catholic Church are preventable. The importance of having safety training, risk management procedures and appropriate maintenance procedures in place cannot be emphasized enough. We would ask that you review and use this manual to better protect and safeguard your employees, parishioners, guests, and facilities.

The parish administrator or parish council should gain a basic understanding of the subjects listed. Specifics could be reviewed in stages or as applicable situations arise. Areas addressing maintenance and youth group activities could be provided to appropriate maintenance and youth ministry individuals. What is important, is that those individuals who could benefit from the information available, are able to.

If a question or concern regarding safety or risk management needs to be discussed or reviewed, please contact or consult with Catholic Mutual's Risk Management Department at 1-800-228-6108 or your Arch/Diocesan Risk Management Representative. Thank you.

PREMISES LIABILITY

PREMISES LIABILITY

The legal doctrine of negligence, (i.e. the committing of an act which a person exercising ordinary care would not do under similar circumstances or the failure to do what a person exercising ordinary care would do under similar circumstances), is the basis for potential liability.¹ Generally, to establish civil liability, the burden of proof would rest on the injured party to demonstrate liability with a “preponderance of the evidence.”

There are four elements that must be established for negligence:

- A duty of care must be owed;
- There was a breach of duty owed;
- The breach of duty was the proximate cause of the accident;
- Injuries and/or damages resulted.

All four elements must be established. If a single element is not established, any claim based on negligence would be dismissed.

There are differing degrees of duty owed, depending on the classification of the individual on the premises. There are three classifications:

INVITEE

An Invitee includes visitors to the premises, parishioners and guests. A higher degree of care is owed Invitees. The property owner should provide safe passage and a safe environment to an Invitee. Therefore, having cracked sidewalks or slippery floors may be a failure to provide a safe passage.

BUSINESS INVITEE

There is a lesser degree of care owed to a Business Invitee. The rationale is the Business Invitee is on the premises for his/her own benefit and therefore, assumes some of the risk.

TRESPASSER

A property owner still owes a duty of care, albeit slight, to a Trespasser. The duty of care is to warn of concealed hazards. For example, a large opening or hole would need to be adequately barricaded with appropriate warning of the impending danger.

Notwithstanding the reasons for the presence of an individual who may be trespassing on your property, if an injury occurs as a result of hazardous conditions, you may be exposed to potential liability. Having buildings and grounds well maintained is the most important step to reducing your exposure.

¹ The laws regarding negligence may vary from state to state.

Approximately 75 percent of the liability claims Catholic Mutual incurs is due to slips, trips and falls. To protect your church/institution, regular inspections should be made with special emphasis on public areas where accidents are most likely to occur, including parking lots, sidewalks, stairways, and entrance/exit areas.

All public areas should be well lit. If you have evening activities, good exterior lighting is also very important. Exterior lighting should be on timers or attached to a photocell.

VOLUNTEERS

In many situations, volunteers are a valuable resource for the church. The supply of eager, well-intentioned volunteers is usually quite plentiful. However, experience shows that use of volunteers can create additional risks and liability exposures for the church.

Due to the inherent injury and liability exposure, we do not recommend using volunteers for projects that require heavy lifting or working from heights (i.e. ladders, scaffolds, roofing projects). Good judgment should be exercised when deciding whether or not to utilize volunteers. Parishes commonly use volunteers because of the prospective financial savings. In reality, the use of volunteers may cost more in the long run due to the cost incurred from the significant number of accidents and injuries which can take place. Additionally, significant expenses can be incurred from improperly completed construction or repair work.

Problems with volunteers include:

- Usually not as qualified or experienced as general contractors or service contractors
- Normally do not have liability coverage to pay for mistakes made or damage caused
- Usually have no warranty on their work

In situations involving extensive plant and equipment repair or renovation, it is extremely important to hire qualified contractors and obtain Certificates of Insurance from them as part of the agreement or scope of work. This certification ensures that individuals working on buildings are covered under the contractor's insurance and protects you from risk of loss if an accident occurs as a result of their negligence.

If volunteers are used, it is essential that they be thoroughly trained in the areas necessary to complete the tasks in a safe fashion. Training should include how to safely operate equipment (i.e. lawn mowers, power equipment); what personal protective equipment is appropriate to wear for the job being completed (i.e. steel-toed shoes, safety glasses); and how to check and maintain equipment in order to ensure proper operation.

Individuals under the age of 18 should not operate power saws or equipment such as a tractor or riding lawnmower. Those over 16 years of age with proper training could be allowed to operate walk-behind mowers, blowers or trimmers.

Catholic Mutual encourages all parishes and institutions to take an active role in evaluating whether or not to utilize volunteers. Please remember that volunteers can be a valuable resource when used wisely, but can also be very costly when they are improperly trained or utilized to perform tasks that may be beyond their capabilities or inherently dangerous. Significant damages can arise both financially and emotionally, including pain and suffering, when a severe injury has occurred.

Catholic Mutual... "CARES"

INJURY AND LIABILITY CONTROL

SLIPS, TRIPS, AND FALLS – SAFETY SURVEY

This safety checklist is provided to assist you in preventing injuries. When the recommendations listed are put into practice, common injury hazards and exposures will be significantly reduced.

Slips	Yes	No
1. Is non-skid wax used whenever possible?	___	___
2. Are all spills wiped up promptly?	___	___
3. Have all throw rugs and carpet remnants been removed or replaced with non-skid mats?	___	___
4. Are all loose tiles, bricks, pavement surfaces or flooring repaired promptly?	___	___
5. Are snow and ice promptly removed from stairs, walkways, driveways, and parking lots?	___	___
6. Is salt, cinders, or other ice melt agents utilized?	___	___
7. Are spare rubber-backed carpeted mats available for high traffic entry ways during inclement weather?	___	___
8. Are downspouts directed away from walkways?	___	___
Trips		
1. Are any materials stored in the hallways, aisles or stairways?	___	___
2. Is floor storage organized and minimized?	___	___
3. Are all drawers kept closed?	___	___
4. Are all electrical cords kept out of doorways and walkways? Are vinyl cord covers utilized?	___	___
5. Are uneven surfaces and steps clearly identifiable or marked?	___	___

Falls	Yes	No
1. Do all stairs have sturdy handrails?	___	___
2. Do stairs have light switches at the top and bottom?	___	___
3. Are cracked and worn stair treads replaced promptly?	___	___
4. Do you always use the handrail on stairs?	___	___
5. Is adequate lighting available throughout your facility? Are timers adjusted for seasonal changes?	___	___
6. Are all floor openings properly covered?	___	___
7. Are fall hazards on your grounds, in parking lots, driveways and sidewalks properly repaired or clearly marked?	___	___
8. Do you wear shoes with non-slip soles?	___	___
9. Are non-skid mats used instead of throw rugs or carpet remnants?	___	___
10. Do you always get help with a heavy load?	___	___
11. Do you avoid carrying loads that block your vision?	___	___
12. Do you use furniture or chairs instead of ladders?	___	___
13. Before using a ladder, do you check the condition of the rungs, rails, and other parts to make sure that they are in good repair?	___	___
14. Do you make sure that the top and bottom of the ladder is firmly placed and if on a soft surface, do you use a board to stabilize and support the ladder?	___	___
15. Do you follow the 4 to 1 rule - ladder should be one rung length out from the wall for every four rungs to top of ladder?	___	___
16. Do you avoid stretching to increase your span of reach?	___	___
17. Do you always face toward the front while on the ladder? Avoid twisting or turning on the ladder?	___	___

		Yes	No
18.	Do you always avoid using the upper rungs and steps of a ladder?	___	___
19.	Do you always maintain at least 3 points of contact when ascending and descending a ladder?	___	___
20.	Do you make sure that stepladders are fully open, with the side braces latched?	___	___
21.	Do you prohibit the use of aluminum or steel ladders around or near electrical wires, switchboxes, or other electrical equipment?	___	___
22.	Do you inspect the scaffold prior to using it?	___	___
23.	Are braces used to prevent tip over?	___	___
24.	Before using a rolling scaffold, do you make sure that the wheels are locked or blocked?	___	___
25.	Do you climb down from a rolling scaffold before it is ever moved?	___	___
26.	Do you always wear a safety belt while you are on any scaffold, raised platform, or power platform?	___	___
27.	Are aerial lifts always inspected before use?	___	___
28.	Are braces used to prevent tip over?	___	___

(Revised 12/2018)

PREVENTATIVE MAINTENANCE

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Parish and school buildings should receive continuous care and maintenance throughout the year. A thorough inspection and assessment of your facilities should be done to allow preplanning for needed repairs and replacement. The following information is provided to assist you in keeping buildings well maintained and safe for your parishioners, employees, and visitors.

Building Interior

Safety Equipment

- Check all fire extinguishers to ensure they have current inspection tags.
- The building's fire alarm system should be inspected at least annually by a qualified inspector to ensure it is in proper operating condition.
- If the building has a fire protection sprinkler system, it should be inspected and tested annually by a qualified inspector to ensure proper operation.
- Check and resupply first aid kits.
- Check all rooms for proper posting of evacuation plans.
- Test emergency lights and battery back-up exit lights for a 1½-hour period to ensure the batteries have adequate stand-by power.

Storage rooms

- Keep storage rooms clean and well organized.
- If the room is equipped with shelves, store heavier objects on middle shelves. Overhead objects are more difficult to control when lifting. Lower objects require more bending, which may cause greater stress on your back. All storage shelves should be stable and secure.

Bathrooms

- Check all bathroom fixtures and plumbing. Have a qualified plumber make any needed repairs to pipes and fixtures.
- Remove and clean all "P" traps.
- Repair or replace damaged items such as toilet seats, soap dispensers, towel dispensers, electric hand dryers, etc.
- Repair or replace any damaged or missing floor covering such as tile or vinyl.

Miscellaneous

- Check all room and exit doors to ensure they close and latch properly.
- Ensure all electrical receptacles and cover plates are in good condition.
- Check for good clearance around electrical equipment. Electrical panels should not have any open areas. Circuits should be labeled and not taped in the "on" position. The panel door should close and latch.
- Clean all stoves, hood filters, and cooking areas to ensure they are free of grease and other flammable waste. If so equipped, the exhaust hood extinguishing system should be inspected every 6 months.

Building exterior and grounds

- Inspect areas around the buildings for overgrown trees, shrubs, and plantings that are extending over roofs, sidewalks, parking areas and entry doors.
- Trim trees, shrubs, and vines to prevent damage to roofs and mortar joints and to prevent clogging of gutters and downspouts.
- Inspect roofs for worn, loose, or missing shingles, loose or damaged flashing, and the condition of gutters and downspouts.
- Check exterior walls constructed of brick, stone or block for any cracks, spalling, or mortar joint problems.
- Check buildings for peeling paint and worn or lifting wood shingles. Also, check for wood siding and trim that is cracked or warped, which may allow moisture into your building.
- Check the building foundation for cracks and moisture seepage.
- Inspect all sidewalks. Any areas of the sidewalks that are cracked but not uneven should be filled with a high quality silicone caulk or other suitable material. Any areas that have become uneven should be replaced.
- Check all driveways and parking areas for potholes, depressions and unusual settling. If your parking lot/driveway is asphalt, you may need to reapply a waterproof seal to prevent damage and extend the life of the asphalt surface.
- Check for any raised areas such as ramps, curbs, and steps. These areas should be painted with a 2-3 inch strip to highlight change in elevation.

The following pages contain Preventative Maintenance Checklists, which include a daily, weekly, monthly and yearly task list.

Preventative Maintenance Checklist

Daily

Please initial and date upon completion of each item checked.

<i>Wet or snowy days:</i> Clean up water around entrances and on steps right after school starts, just before lunch, and just before dismissal.						
Check all stoves, hood filters, and cooking areas to insure they are properly cleaned to remove grease and inflammable waste.						
Check exit lights.						
Check all outside lights.						
Vacuum carpets (in heavy traffic areas, classrooms, offices, etc.).						
Pick up all trash around buildings.						
Clean up around dumpster.						
<i>Cold Weather Precautions:</i> If heat is left on, check to see that it is still on. Pipes under sinks are usually on the outside walls. Open the cabinet doors so heat can get to these pipes.						
Use salt and shovel to clean a path on each set of steps when there is ice on the ground. Path should be next to the hand rail.						
<i>Check all portable heating units to insure they:</i> (1) are not a tripping hazard; (2) don't overload a circuit.						

Preventative Maintenance Checklist

Weekly

Please initial and date upon completion of each item checked.

<i>Week ending:</i>						
Check gauge on fire extinguishers.						
Check smoke detectors.						
Water all shrubs and trees (if it hasn't rained that week).						
Drain water from air compressor.						
Blow down boiler.						
Check plumbing in all commodes.						
Check all sinks for leaks.						
Pour water in bathroom floor drains.						
Cut grass.						
Check lights - fluorescent/incandescent.						

Preventative Maintenance Checklist

Monthly

Please initial and date upon completion of each item checked.

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Check all window frames and glass for cracks. Check window screens.												
Check caulking on windows.												
Check hardware on all doors.												
Check all storage areas to insure they are clean, shelves are not overloaded, and heavy objects are stored on lower shelves.												
Check all trees for dead branches.												
Check all playground equipment.												
Check and clean out outside drains.												
Check all painted surfaces to see if scraping and painting are in order.												
Check all fences.												
Trim shrubs.												

Preventative Maintenance Checklist

3 Months – 6 Months - Yearly

Please initial and date upon completion of each item checked.

	Every 3 months			Every 3 months			Every 3 months			Every 3 months		
Change oil in air compressor.												
Clean heating & air conditioning coils.												
Clean filters.												
Lubricate bearings and shaft.												
Leave heat on in vacant buildings, or turn off the water and drain the pipes.												
Check fuses/breakers.												
Check motors/connections.												
	Every 6 months						Every 6 months					
Clean carpets.												
Oil fan motor.												
Blow down water heaters.												
Remove and clean out P-traps.												
Inspect roof.												
Clean out gutters.												
Check weather stripping on doors and windows.												
	Yearly						Check roof drains for blockage after every heavy rain					
Termite inspection/treatment (outside contractor).												
Fire extinguishers checked (outside contractor).												
Clean entire heating/air condition unit.												
Check panel identification.												
Check receptacles.												

Hot Water Heating Boiler Operating Log

This boiler operating log is to be used in addition to the boiler manufacturer's operating requirements and instructions. All operational tasks and tests must be conducted in accordance with the manufacturer's instructions by a trained and qualified individual.

Location			
Name of qualified individual			

Boiler # _____

Year _____

While recording the operating conditions on this log, visually inspect the controls, safety devices, relief valves, piping, and all associated equipment. Any unusual or adverse conditions should be recorded, reported and then corrected by a qualified technician.

Record the actual date items were performed in each column except WEEKLY tasks that are recorded with a check mark (✓).

	Weekly												Every 3 months				Annually			
	Test low water fuel cutoff and make up feed (✓)				Check circulating pumps and expansion tank (✓)				Inspect for leaks and clean area around boiler (✓)				Test safety valve by lifting lever by hand	Open and close boiler drain valve	Test burner operation	Clean boiler and burner	Verify operation of all safety devices and controls	Operating certificate inspection		
	Week				Week				Week											
	Month	1	2	3	4	1	2	3	4	1	2	3	4							
January																				
February																				
March																				
April																				
May																				
June																				
July																				
August																				
September																				
October																				
November																				
December																				

Low Pressure Boiler Operating Log

This boiler operating log is to be used in addition to the boiler manufacturer's operating requirements and instructions. All operational tasks and tests must be conducted in accordance with the manufacturer's instructions by a trained and qualified individual.

Location			
Name of qualified individual			

Boiler # _____

Year _____

While recording the operating conditions on this log, visually inspect the controls, safety devices, relief valves, piping, and all associated equipment. Any unusual or adverse conditions should be recorded, reported and then corrected by a qualified technician.

Record the actual date items were performed in each column except WEEKLY tasks that are recorded with a check mark (✓).

Month	Weekly												Every 3 months		Annually			
	Test low water fuel cutoff and make up feed (✓)				Blow down water column & gage glass (✓)				Inspect for leaks and clean area around boiler (✓)				Test safety valve by lifting lever by hand	Open and close boiler drain valve	Test burner operation	Clean boiler and burner	Verify operation of all safety devices and controls	Operating certificate inspection
	Week				Week				Week									
	1	2	3	4	1	2	3	4	1	2	3	4						
January																		
February																		
March																		
April																		
May																		
June																		
July																		
August																		
September																		
October																		
November																		
December																		

Maintenance and repair activities:

High Pressure Boiler Operating Log

For steam boilers 300 Hp (10,000 lbs of Steam/Hr) and smaller that comply with all sections and requirements of ASME code CSD-1-2002

This boiler operating log is to be used in addition to the boiler manufacturer's operating requirements and instructions. All operational tasks and tests must be conducted in accordance with the manufacturer's instructions by a trained and qualified individual.

Location			
Name of qualified individual			

Boiler # _____

Week of _____

While recording the operating conditions on this log, visually inspect the controls, safety devices, relief valves, piping, and all associated equipment. Any unusual or adverse conditions should be recorded, reported and then corrected by a qualified technician.

Record actual time next to AM and PM for each day	Pressure		Temperature			Once a day duties (Enter time of day performed)				Comments (Start up time, shut down time, unusual conditions, etc)	Signature (AM and PM each day)
	Main steam	Feed water	Feed water	Stack gas	Outside air	Blow down water column & gage glass	Test low water fuel cutoff	Open and close boiler blowdown	Boiler water treatment		
Sunday AM											
PM											
Monday AM											
PM											
Tuesday AM											
PM											
Wednesday AM											
PM											
Thursday AM											
PM											
Friday AM											
PM											
Saturday AM											
PM											

MOLD PREVENTION

RECOMMENDATIONS FOR PREVENTING AND REDUCING MOLD GROWTH

The key to preventing and reducing mold growth is eliminating or controlling sources of water and moisture. The following checklist can assist you in keeping facilities well maintained and at the same time, limiting the potential for mold and mold growth.

Exterior Checks

- Are roof coverings and flashings in good condition to prevent water penetration? Are roof drains, gutters and downspouts clear and in good condition to prevent backups and leaks? Please refer to Catholic Mutual's "CARES" handout *Steps to Reduce Roof Leaks*.
- Are downspouts utilized to adequately divert water away from foundations?
- In addition, ground build up allowing a slope away from foundations may also be required to prevent water seepage into basement areas. If problems persist, drain tiles and sump pumps can be installed.
- Are exterior walls of building maintained to provide an adequate moisture barrier? Whether frame, masonry or metal, check for cracks, gaps or openings where moisture can enter. If needed, caulking, tuck-pointing or material replacement should be made.
- Do windows provide a good seal? Is window trim caulked and well maintained?

Reduce Indoor Humidity

- Vent showers and other moisture-generating sources to the outside.
- Control humidity levels and dampness by using air conditioners and dehumidifiers.
- Provide adequate ventilation to maintain indoor humidity levels between 30%-60%.
- Use exhaust fans whenever cooking, dishwashing, and cleaning in food service areas.

Inspect Interior Facilities for Signs of Mold, Moisture, Leaks or Spills

- Check for moldy odors.
- If possible, check attic areas, pipe chases and crawl spaces for mold growth.
- Look for water stains or discoloration on the ceiling, walls, floors and window sills.
- Look around and under sinks for standing water, water stains, or mold.
- Inspect bathrooms for standing water, water stains, or mold.
- Do not let water stand in air conditioning or refrigerator drip pans.

Respond Promptly When You See Signs of Moisture and/or Mold, or When Leaks or Spills Occur

- Clean and dry any damp or wet building materials and furnishings within 24-48 hours of occurrence to prevent mold growth.
- Fix the source of the water problem or leak to prevent mold growth.
- Clean mold off hard surfaces with water and detergent and dry completely.
- Absorbent materials such as ceiling tiles that are moldy should be replaced.
- Check mechanical and utility rooms for leaks or spills.

Prevent Moisture Condensation

- Reduce the potential for condensation on cold surfaces (i.e., windows, piping, exterior walls, roof or floors) by adding insulation.

Floor and Carpet Cleaning

- Remove spots and stains immediately, using the flooring manufacturer's recommended techniques.
- Use care to prevent excess moisture or cleaning residue accumulation and ensure that cleaned areas are dried quickly.
- In areas where there is a continual exposure for moisture and water, do not install carpeting. Examples include by drinking fountains, by classroom sinks, or on concrete floors subjected to leaks or frequent condensation.

STEPS TO REDUCE ROOF LEAKS

Roof problems are often discovered after leaking or serious damage has occurred. A preventative maintenance program which includes regular inspections and necessary repairs of roof coverings, drains, and guttering systems can have a direct impact on reducing these occurrences.

What should you look for during your inspections?

1. Cracked, torn, warped, or missing shingles should be identified and replaced. Excess granulars in guttering may also indicate needed repairs.
2. Deteriorated shingles which have curled or split. This can lead to ineffective waterproofing.
3. Flashings should be flat and tight against chimneys, vents, skylights, and roof junctions.
4. Guttering systems and roof drains should be cleaned at least semi-annually. Roofs exposed to nearby trees may need more frequent cleaning. One of the most common preventable roof leak is caused by blocked gutters and drains. Leaves, sticks, and debris can cause water back-ups and lead to leaks under roof coverings.
5. Trees should be kept trimmed away from roofs to prevent drainage problems and damage from branches hitting or resting on roof. Shaded roofs can hold moisture. This can cause fungus and moss which encourages rot and deterioration.
6. Tar and gravel roofs – Check to see if there are any areas where gravel is missing or deteriorated. Drying, cracking, and leaking is more likely without proper covering and replacement may be warranted.
7. Membrane roofs – Check to see that seams are in good condition and that covering is not ballooning in any areas.
8. Tile roofs – Check for cracked, missing, or loose pieces.
9. Metal roofs – Check for worn areas in the coating, corrosion, or out-of-alignment panels which would need repair.
10. Check for proper insulation. Maintaining good insulation in attics or concealed spaces under roof decks is recommended. This not only reduces heating costs, but helps prevent rapid ice melt which can increase the likelihood of roof leaks.

Keeping your roof covering and drain systems properly maintained not only extends the service life of your roof, but also reduces your exposure to damaging water leaks.

SECURITY

SECURITY

Thefts, burglaries and vandalism can be reduced or eliminated with good security measures in place. Three important areas to review are:

- Lighting
- Door and window locks
- Security alarm system

Good lighting allows visitors to safely access your facilities and grounds, and helps deter potential vandalism and break-ins. Exterior lights should be on timers or attached to a photocell.

Strong locks, which appropriately latch, also provide break-in deterrence. A key-control policy and restricted access to keys is recommended. All door locks can also be appropriately keyed to restrict staff and volunteer access. Master keys should be stamped "Do not copy".

A security alarm system with motion detectors or door and window contacts is highly recommended as they are very effective when installed and utilized. Buildings should be well marked that a system is in place.

A policy needs to be in place to have security access codes immediately changed whenever an employee/staff member leaves or no longer provides service to your operations.

If a church is left unlocked and unattended, it is recommended to secure access beyond the main worship area. Valuable items and equipment should also be secured. An additional security measure is to consult with your local police department for additional guidance and recommendations.

Prior to locking up your facilities, we recommend completing a walk-through inspection to ensure all safety/security related concerns are in order.

FIRE PREVENTION

FIRE PREVENTION

The most common causes of fire to church properties are from electrical systems, lightning, candles, arson and heating equipment. While fires are not the most frequent losses our properties suffer, they can be the most devastating. There are nationally recognized standards for the prevention of fire losses. The National Fire Protection Association Codes (NFPA) are the most widely used fire prevention codes in the United States. Most of the following guidelines for fire prevention come from these standards.

- Poor housekeeping is one of the most common problems found, but it is also one of the easiest to correct. All storage rooms, classrooms, and offices should be checked at least weekly to ensure they are not cluttered with materials and that all storage items are organized, and whenever possible, placed on shelves or in cabinets.
- Boiler/furnace rooms should not be used as storage rooms. Material should not be stored within 6 feet of a boiler or within 3 feet of a furnace. It is not acceptable to store paint, flammable liquid, gasoline, or gasoline-powered equipment in boiler/furnace rooms. Gas-fueled water heaters must also have at least 3 feet of clearance around them at all times. Regular maintenance and servicing should be completed on all heating equipment.
- Frequently, electrical panels are located in storage rooms. Ensure that storage materials are not allowed within 3 feet of the electrical panels, as these panels are potential ignition sources for fires. Also, in case of emergency, you must have quick and easy access to the electrical panels in the event a circuit would need to be turned off. For this reason, all circuits should be labeled and a clear pathway to each panel should be maintained.
- If a building is over 20 years old, a qualified electrician should conduct a thorough electrical inspection. Many fires caused by an electrical system failure could have been prevented with regular inspection and maintenance. Over time, wiring connections loosen and something as minor as a loose receptacle connection can cause arcing and a fire. Connections behind electrical panels and switches need to be periodically tightened to eliminate fire potential.
- If a facility has a lightning protection system in place, it needs to be inspected at least every 3 years to ensure connections are secure and grounding rods meet proper grounding requirements.
- Fire extinguishers should be placed throughout the facility so there is no more than 75 feet of travel distance from any one point to an extinguisher. These extinguishers are required to be a minimum of 5 pound, ABC-rated, dry chemical fire extinguishers. Kitchens should be equipped with a minimum 5 pound, BC-rated, dry chemical unit.
- All candles should be in a double-insulated container or secured by a noncombustible base. Only parish purchased candles are allowed to be lit in the church. Candles should not be lit on holiday greenery (i.e. Christmas trees, wreaths). Candles should not be burned in offices, schools or parish halls.

- Having good security measures in place is very important in reducing the potential of an arson fire. The facility should be provided with good security lighting and all hidden areas next to buildings should be eliminated. Security lights should be set to a timer or photocell.
- Window and door locks should be secure and latch properly. Security bars and screens may be appropriate in certain areas; however, they should only be used where they do not conflict with exit requirements and Life Safety Codes.
- When locking up your facility in the evening, take a few extra minutes to conduct a safety inspection. The inspection should determine that all applicable doors and storage cabinets are locked; all appliances are unplugged or turned off; candles are extinguished; and ashtrays are safely emptied.

WARNINGS OF POTENTIAL ELECTRICAL HAZARDS

- Power Outages* - fuses need replacement or circuit breakers need resetting frequently.
- Overrated Panel* - electrical panel contains fuses or circuit breakers rated at higher currents than the ampacity (current capacity) of their branch circuits, sometimes called “overamped” or “overfused”. Also, any electrical service panel identified as a Federal Pacific “Stab-Lok” model should be replaced.
- Dim/Flickering Lights* - lights dimming
- Arcs/Sparks* - bright light flashes or showers of sparks anywhere in your electrical system
- Sizzles/Buzzes* - unusual sounds from the electrical system
- Overheating* - parts of your electrical system, such as switch plates, receptacle outlet covers, cords and plugs may be warm, but should never be hot—painful to touch, or discolored from heat
- Odors* - burned or overheated wires often give off an odor of hot insulation
- Permanently Installed Extension Cords* - used to extend the wiring system for a long period, instead of being used temporarily to connect an appliance with a cord too short to reach the receptacle outlet
- Loose Plugs* - attachment plugs that wobble or pull out of a receptacle easily
- Damaged Insulation* - cut, broken, or cracked insulation
- Electrical Shocks* - any shock, even a mild tingle, may be a warning of danger such as electrocution
- Aluminum Wire Systems* - single-family homes and apartments built between 1965 and 1973 may contain aluminum wiring and should be inspected due to overheating and fire potential

EMERGENCY PREPAREDNESS

EMERGENCY PREPAREDNESS

If your facility does not have a disaster plan, now is the time to develop one. The basic steps of formulating an effective disaster plan include: *identifying disaster exposures; examining feasible alternatives to deal with disaster exposures; selecting and implementing the most suitable method for dealing with each exposure; and monitoring/modifying the disaster plan on a regular basis.*

Parishes, schools, Chancery offices, and other Arch/Diocesan institutions face a variety of disaster-related exposures.

Fires – Church fires are frequently caused by old electrical wiring, overloaded circuits, malfunctioning heating equipment, improper storage of combustible materials, lightning, or arson.

Tornadoes – Tornadoes are difficult to predict and can strike anywhere if atmospheric conditions are right. These destructive storms destroy hundreds of homes and kill or injure many people each year.

Other disaster exposures – Other disaster exposures include hurricanes, floods, power failures, loss of personnel, bomb threats, and workplace/school violence.

A safety committee should be formulated to identify each disaster exposure and to examine appropriate ways to deal with these exposures.

Basic essentials of any disaster/emergency preparedness plan should include: developing emergency notification procedures and evacuation plans; providing fire extinguisher training; establishing cell phone and emergency call lists; planning for computer system back-up/off-site storage; and selecting an alternate business site in case of emergency.

Once all disaster exposures have been identified, the safety committee should select the most suitable method for dealing with each exposure. There are common elements with all disaster planning procedures; however, there should be specific procedures for dealing with each exposure. It may be helpful to designate an emergency coordinator from the safety committee to coordinate disaster planning activities.

Upon completion of the disaster/emergency plan for your location, provide in-service training for all employees. Relevant sections of the disaster/emergency plan should be discussed during the training.

All disaster plans will require monitoring and modification on a regular basis to account for changing organizational needs and disaster exposures. The emergency coordinator should complete this task.

All successful risk management programs begin with support from upper management. Obtain support from your pastor, principal, or administrator prior to formulating your disaster/emergency plan.

Disaster planning resources can be obtained through a variety of sources; federal, state and local governments; state fire marshals and local fire departments; the Federal Emergency

Management Agency (FEMA); and numerous related websites.

Disaster planning assistance can be obtained from Catholic Mutual Group's Risk Management Department.

**CATHOLIC MUTUAL'S
CONSTRUCTION, LEASE AND
FACILITY USAGE CONTRACT
GUIDELINES**

Catholic Mutual... "CARES"

ADDENDUM TO CONSTRUCTION CONTRACT

Typically when organizations are adding an addition, undergoing a major renovation or remodeling their facilities, a written contract is signed with a contractor. The Addendum to Construction Contract should be attached to contracts with contractors performing work at your parish. The Addendum to Construction Contract should be utilized in the following situations:

1. When your organization enters into a construction, renovation, or remodeling contract in excess of \$10,000 with a contractor or architect. For small contractor jobs that are under \$10,000 (or the threshold of your Arch/Diocesan Construction Contract Review Policy), it is not a requirement for your organization to utilize the Addendum to Construction Contract. However, the organization must still verify that these contractors have liability insurance covering their construction operations at the parish.
2. When a contractor is performing an unusual or dangerous construction procedure at your parish. An example of this would be a contractor job involving the use of scaffolding or which calls for asbestos removal.

By attaching the Addendum to Construction Contract to the contract or incorporating its wording into a contract, your parish will satisfy insurance requirements. If the Addendum to Construction Contract is not attached to the contract with a contractor, the wording of the addendum must be incorporated into the contract developed by the parish and the contractor. The parish should always verify that the contractor has named the parish as an additional insured on their commercial general liability insurance policy. It is not adequate for the parish to obtain a certificate of insurance which names the parish as a "certificate holder."

Your Arch/Diocese likely has a construction contract review policy already in place which advises a threshold for use of this addendum. If not, construction contracts over \$10,000 or contracts dealing with a construction process of an unusual nature should be submitted to Catholic Mutual for review before the parish signs them. Should a contractor have questions regarding the requirements outlined on the Addendum to Construction Contract, please have them contact Catholic Mutual at 1-800-228-6108.

ADDENDUM TO CONSTRUCTION CONTRACT

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.

COMMERCIAL GENERAL LIABILITY INSURANCE: While CONTRACTOR is performing operations at PARISH, CONTRACTOR shall maintain commercial 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 other 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.

WORKER'S COMPENSATION INSURANCE: CONTRACTOR shall maintain worker's 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 an additional insured on CONTRACTORS 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: CONTRACTOR shall be required to verify that all subcontractors maintain general liability insurance, worker's 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. OWNER and CONTRACTOR, subcontractor and sub-subcontractor do waive the right of recovery against each other for any damages covered under Property, Builders Risk or Boiler and Machinery coverage for which either party is responsible if that party does not have liability insurance to cover such damages and liability insurance has been maintained as required by this document.

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:
_____	_____
	(PARISH is understood to include the Arch/Diocese of _____)
BY:	BY:
_____	_____
NAME	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. (Revised 11/2018)

Catholic Mutual... "CARES"

AIA and AGC DOCUMENTS

(Needed Deletions to Various Construction Contracts)

When parishes enter into a contract for a major renovation or remodeling project of parish facilities or for the construction of a new building, a contract is signed with the general contractor. In most instances, the contract required is a standard contract prepared by the American Institute of Architects or by the Associated General Contractors of America. Two of the most common standard contracts are the AIA Document A201 and AIA Document A107. There are also many other AIA and AGC contracts.

From an insurance and indemnification standpoint, the standard documents are written in favor of the contractor and/or sub-contractor. Fortunately, the contracts can be altered to make them more equitable for parishes.

Attached is a contract which allows for changes to be made to various AIA and AGC contracts. Please note the changes are only intended to address insurance and indemnification concerns. Other areas of the contract should be reviewed on behalf of the parish by a qualified attorney and the Arch/Diocesan Building Office.

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Please check the box next to the document which is being utilized. Checked boxes will denote the deletion and/or modification of the corresponding AIA or AGC contract as shown below.

ADDENDUM/CHANGES TO AIA or AGC CONTRACT

Owner and Contractor agree that the deletions and/or changes outlined below will be binding and alter the corresponding AIA or AGC contract that is referenced. Both Owner and Contractor agree the Addendum will supersede any other contractual language.

- AIA DOCUMENT A201-2007 edition
General Conditions of the Contract for Construction
 - 11.3.1 Add sentence to end "While the interests of all parties are covered, only the Owner will be named as an insured"
 - 11.3.2 Delete second half of last sentence "and the Owner and Contractor shall be named insureds". Add sentence to end of paragraph "Owner and Contractor agree only the Owner will be an insured on the policy"
 - 11.3.3 & 11.3.5 Add sentence to end of each "This paragraph does not apply to the extent Owner, Contractor, subcontractor, sub-subcontractor, architect, architects consultants, or an agent of any of the above has liability insurance to cover damages sustained by Owner or Contractor."
 - 11.3.7 Add sentence to end "This paragraph does not apply to the extent Owner, Contractor, subcontractor, sub-subcontractor, architect, architects consultants, or an agent of any of the above has liability insurance to cover damages sustained by Owner or Contractor."
 - 15.1.6 Delete entire paragraph

- AIA Document A201 – 2017
General Conditions of the Contract for Construction
 - 10.2.5 Delete wording in parenthesis "other than damage or loss insured under property insurance required by the Contract Documents".
 - 11.1.1 Add sentence to the end "Such insurance shall be endorsed as primary coverage for Owner."
 - 11.3.1 & 11.3.2 & 11.4 Add sentence to the end "This paragraph does not apply to the extent Owner, Contractor, subcontractor, sub-subcontractor, architect, architects consultants or an agent of any of the above has liability insurance to cover damages sustained by Owner and Contractor."
 - 15.1.7 Delete entire paragraph

- AIA Document A101 – 2017
Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum – Insurance and Bonds (Exhibit A)
 - A.2.3.1 Replace last two sentences with "This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project and the interest of Mortgagees as loss payees. While the interests of all parties are covered, only the Owner will be named as an insured."

- AIA Document A102 – 2017
Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price – Insurance and Bonds (Exhibit A)
 - A.2.3.1 Replace last two sentences with "This insurance shall include the interests of the Owner,

Contractor, Subcontractors, and Sub-subcontractors in the Project and the interest of Mortgagees as loss payees. While the interests of all parties are covered, only the Owner will be named as an insured."

1

- AIA Document A103 – 2017
Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of Work Plus a Fee without a Guaranteed Maximum Price (Exhibit A)
 - A.2.3.1 Replace last two sentences with "This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project and the interest of Mortgagees as loss payees. While the interests of all parties are covered, only the Owner will be named as an insured."

- AIA Document A104 – 2017 edition
Standard Abbreviated Form of Agreement Between Owner and Contractor
 - 17.2.2.1 Add sentence to the end "While the interests of all parties are covered, only the Owner will be named as an insured."
 - 17.2.2.7.1 & 17.2.2.7.2 Add sentence to the end "This paragraph does not apply to the extent Owner, Contractor, subcontractor, sub-subcontractor, architect, architects consultants or an agent of any of the above has liability insurance to cover damages sustained by Owner and Contractor."
 - 21.11 Delete entire paragraph

- AIA Document A105 – 2017
Standard Short Form of Agreement Between Owner and Contractor
 - 5.5 Delete entire paragraph

- AIA Document A107 – 1997 edition
Abbreviated Standard Form of Agreement Between Owner and Contractor for Construction Projects of Limited Scope
 - 15.2.2 Delete the word "sole" from the last sentence
 - 16.3.3 Delete entire paragraph
 - 16.4.1 Delete last sentence only (beginning with "this insurance shall...")
 - 16.5.1 Delete entire paragraph

- AIA Document A107 – 2007 edition
Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope
 - 17.3.1 Replace last sentence with "While the interests of all parties are covered, only the Owner will be named as an insured"
 - 17.3.3 Add sentence to end of paragraph "This paragraph does not apply to the extent Contractor, subcontractor, sub-subcontractor, architect, architects consultants, or an agent of any of the above has liability insurance to cover damages sustained by Owner"

- AIA Document A141 – 2014 edition
Standard Form of Agreement between Owner and Design-Builder
 - B.3.2.1 Add sentence to 10th line down after "in the Project" as follows – "While the interests of all parties are covered, only the Owner will be named as an insured."
 - B.3.2.2 Delete second half of last sentence "and the Owner and Design-Builder shall be named insured on the policy."
 - B.3.2.4 Add sentence to end of paragraph "This paragraph does not apply to the extent Owner or Design-Builder or an agent of any of the above has liability insurance to cover damages sustained by Owner or Design-Builder."
 - B.3.2.5 Delete last sentence. Also, add sentence to end "This paragraph does not apply to the extent Owner or Design-Builder or an agent of any of the above has liability insurance to cover damages sustained by Owner or Design-Builder."

B.3.2.7 Add sentence to end "This paragraph does not apply to the extent Owner or Design-Builder, contractor, sub-contractor, sub-subcontractor or any agent of the Above has liability insurance to cover damages sustained by Owner or Design-Builder."

□ AIA Document A201/CMa – 1992 edition

Standard Form of Agreement Between Owner and Architect where the Construction Manager is NOT a Constructor

- 10.1.4 Delete the phrase "in whole or in part" in the second line from the bottom of paragraph
- 11.3.1 Delete last sentence only
- 11.3.2 Delete "this insurance shall include interests of the Owner, Construction Manager, Contractor, Subcontractors and Sub-subcontractors in the Work and the Owner and Contractor shall be named insureds" beginning in the fifth line of the paragraph
- 11.3.5 Delete entire paragraph
- 11.3.7 Delete entire paragraph
- 11.3.8 Delete entire paragraph
- 11.3.9 Delete entire paragraph
- 11.3.10 Delete entire paragraph

□ AIA Document A232 – 2009 edition

General Conditions of the Contract for Construction, Construction Manager as Advisor

- 11.3.1 Add sentence to end "While the interests of all parties are covered, only the Owner will be named as an insured"
- 11.3.2 Delete second half of last sentence "and the Owner and Contractor shall be named insureds". Add sentence to end of paragraph "Owner and Contractor agree only the Owner will be an insured on the policy"
- 11.3.3 & 11.3.5 Add sentence to end of each "This paragraph does not apply to the extent Owner, Contractor, subcontractor, sub-subcontractor, architect, architects consultants, or an agent of any of the above has liability insurance to cover damages sustained by Owner or Contractor."
- 11.3.7 Add sentence to end "This paragraph does not apply to the extent Owner, Contractor, subcontractor, sub-subcontractor, architect, architects consultants, or an agent of any of the above has liability insurance to cover damages sustained by Owner or Contractor."
- 15.1.6 Delete entire paragraph

□ AGC Document 410 – 1993 edition

Standard Form of Design – Build Agreement and General Conditions Between Owner and Contractor

- 11.5.1 Delete second sentence only (beginning with "This insurance shall...")
- 11.5.3 Delete entire paragraph
- 11.5.4 Delete entire paragraph
- 11.6.1 Delete entire paragraph
- 11.7.1 Delete entire paragraph
- 11.7.2 Delete entire paragraph

□ AGC Document 415 – 1993 edition

Standard Form of Design – Build Agreement and General Conditions Between Owner and Contractor

- 10.1.2 Delete entire paragraph
- 10.5.1 Delete Contractor, Architect/Engineer, Subcontractors and Subsubcontractors from the second sentence in lines two and three
- 10.5.4 Delete Contractor, Architect/Engineer, Subcontractors and Subsubcontractors from the first sentence in lines one and two and the entire last sentence (beginning with "Exposures of the...")
- 10.5.5 Delete last sentence only (beginning with "If the Contractor...")

- 10.7.1 Delete entire paragraph
- 10.7.2 Delete entire paragraph

- AIA Document A191 – Electronic Format – 1996 edition
Standard Form of Agreements Between Owner and Design/Builder
 - 7.2.1 Delete last sentence only (beginning with “The Design/Builder shall...”)
 - 7.3.1 Delete last sentence only (beginning with “This insurance shall...”)
 - 7.3.3 Delete entire paragraph
 - 7.3.4 Delete last two sentences (beginning with “This insurance shall...”)
 - 7.3.8 Delete entire paragraph
 - 7.4.1 Delete entire paragraph

- AIA Document B101 – 2007 edition
Standard Form of Agreement Between Owner and Architect
 - 8.1.2 Delete entire paragraph
 - 8.1.3 Delete entire paragraph
 - 8.2.4 Add the following: Both parties agree the method of binding dispute resolution will be “Litigation in a court of competent jurisdiction.”

- AIA Document B101 – 2017 edition
Standard Form of Agreement Between Owner and Architect
 - 8.1.2 Delete entire paragraph
 - 8.1.3 Delete entire paragraph
 - 8.2.3 Add the following: Both parties agree the method of binding dispute resolution will be “Litigation in a court of competent jurisdiction.”

- AIA Document B104 – 2017 edition
Standard Abbreviated Form of Agreement Between Owner and Architect
 - 8.1.2 Delete entire paragraph
 - 8.1.3 Delete entire paragraph
 - 8.2.3 Add the following: Both parties agree the method of binding dispute resolution will be “Litigation in a court of competent jurisdiction.”

- AIA Document B141 — 1997 edition
Standard Form of Agreement Between Owner and Architect with
Standard Form of Architects Services
 - 1.3.6 Delete entire paragraph
 - 1.3.7.4 Delete entire paragraph
 - 1.4.2.1 Add at end of paragraph. “This paragraph does not apply to the extent Architect or any sub-consultants have liability insurance to cover negligence errors or omissions.”

- AIA Document B151-1997 edition
Abbreviated Standard Form of Agreement Between Owner and Architect
 - 9.4 Delete entire paragraph

- AGC Document 250 – 2000 edition
Standard Form of Agreement and General Conditions Between Owner and Contractor
 - 11.1.1 Delete the phrase “other than to the work itself and other property insured under Subparagraph 11.4” from the first sentence (beginning in the third line)
 - 11.1.2 Owner will not be responsible to indemnify for any act or omission of an Architect/Engineers or Others
 - 11.2 Delete entire paragraph
 - 11.4.1 Delete the second sentence (beginning with “This insurance shall also name...”)

and delete the fourth sentence (beginning with "This policy shall provide for a waiver...")

11.4.3 Delete entire paragraph up to the word "more" in the eighth line. The rest of the paragraph (beginning with "the Contractor shall indemnify") remains intact

CONTRACTOR:

PARISH:

(PARISH is understood to include the Arch/Diocese of _____)

BY:

BY:

NAME

NAME

DATE

DATE

(Revised 8/2019)

Catholic Mutual... "CARES"

ADDENDUM TO LEASE

The Addendum to Lease has been designed to fulfill the insurance requirements for both tenants and the parish when parish property is leased. Therefore, even if a written lease is not used, the Addendum to Lease must still be completed to ensure that insurance requirements have been met.

When your parish enters into an agreement with a tenant for long term usage of parish facilities, a written lease should be drafted. The Addendum to Lease should be attached to the parish's written lease or the wording of the addendum incorporated into the lease. Please remember that your parish and the Arch/Diocese must be named as an additional insured on the Lessee's general liability insurance policy. It is not adequate for a Lessee to simply provide the parish proof of insurance where the parish is named as a "certificate holder."

Examples of situations where the parish should use the Addendum to Lease are as follows:

- 1) The convent is rented as a residence belonging to a religious order.
- 2) Space is rented in the school to be used as a non-parish operated daycare or learning center.
- 3) Office space is being rented in the parish rectory to a non-Arch/Diocesan organization.
- 4) The Addendum should not be used when the parish leases apartments or flats as private residences.

Your Arch/Diocese may have a lease review policy. Accordingly, leases should be reviewed by Catholic Mutual prior to the lease being signed by a parish representative. Should a prospective tenant have any questions regarding the requirements outlined in the Addendum to Lease, please refer them to Catholic Mutual's Risk Management Department at (800) 228-6108.

ADDENDUM TO LEASE

GENERAL LIABILITY INSURANCE: LESSEE shall maintain general liability insurance in the amount of not less than two million dollars (\$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).

WORKER'S COMPENSATION INSURANCE: LESSEE shall maintain worker's 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 the 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:

(PARISH is understood to include the Arch/Dioocese of _____)

BY:

NAME

NAME

DATE

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.

(Revised 11/2018)

Catholic Mutual... "CARES"

ADDENDUM TO SERVICE CONTRACT

Typically, when organizations are entering into a contract with a servicing vendor or having a small construction project completed, a written contract or agreement is signed with the contractor/service provider. Many of these contracts are clearly written in favor of the service provider or small contractor. Unfavorable language typically restricts your and Catholic Mutual's right to recover damages when the loss or damage was directly caused by the negligence of the contractor/service provider.

In an effort to reduce your exposure to loss or damage caused by a negligent contractor/service provider, the Addendum to Service Contract should be attached to contracts or agreements with contractors/service providers performing work at your facilities. The Addendum to Service Contract should be utilized in the following situations:

1. When your organization enters into an agreement or contract for small contractor jobs that are under \$10,000 (or the threshold of your Arch/Diocesan Construction Contract Review Policy). It is also important that your organization verify that these contractors/service providers have liability insurance covering their operations.
2. When your organization enters into an agreement or contract with a company providing maintenance services for fire extinguishers, hood systems, sprinkler systems, elevators, fire alarm systems, security systems, heating/cooling equipment, etc.
3. When your organization enters into an agreement or contract with a soda/snack machine vendor that has machines located in your facilities.
4. When your organization enters into an agreement or contract with a company providing regular maintenance on business equipment such as copy machines, fax machines, computer equipment, etc.
5. Any other agreement similar to those listed above.

By attaching the Addendum to Service Contract to the agreement/contract, you will satisfy needed insurance requirements. If the Addendum to Service Contract is not attached to the agreement or contract with a contractor/service provider, the wording of the addendum should be incorporated into the contract developed by the parish and the contractor/service provider. It is important to always verify that the contractor/service provider has provided a certificate of insurance showing evidence of general liability coverage.

Should you have any questions regarding this information or have questions regarding a specific contract or service agreement, please contact Catholic Mutual at 1-800-228-6108.

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.

WORKER'S COMPENSATION INSURANCE: CONTRACTOR/SERVICE PROVIDER shall maintain worker's 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:

BY:

NAME

DATE

PARISH:

(PARISH is understood to include the (Arch)/Diocese of _____)

BY:

NAME

DATE

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

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

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CATHOLIC MUTUAL MEMBERS COVERAGE AND INDEMNIFICATION GUIDELINES (Instruction to Members)

This CARES is to be utilized when Members are entering into contracts where they are being asked to sign a contract and/or provide another organization additional protected person status. An example would be a Catholic School entering into a contract with a public school for gym usage. Another is a parish signing a contract with a municipality for permission to hold a parish festival. Many times, these contracts contain indemnification and insurance language that is unfavorable.

While specific contract language can be changed to make the contract fair, the Catholic Mutual Member's Coverage and Indemnification Guidelines explanation page and Addendum to Contract can be utilized in lieu of changing specific language. The guidelines can be provided to the contract partner which provide an explanation of the contract addendum. The addendum itself should be signed by both the Member and the contract partner as a supplement to the contract. For any questions on this CARES or assistance with contract matters, please contact Catholic Mutual's Risk Management Department at 1-800-228-6108.

Catholic Mutual... "CARES"

CATHOLIC MUTUAL MEMBERS COVERAGE AND INDEMNIFICATION GUIDELINES (Explanation of Guidelines)

The purpose of the Catholic Mutual Members Coverage and Indemnification Guidelines is to outline the coverage and indemnification requirements of Catholic Mutual Members. These requirements provide protection for our contract partners, but also ensure the Catholic Church does not assume unreasonable risk. This is important to the Church's mission in the community. To assist us with our mission, it is vital that our contract partners help by establishing indemnification and insurance language in contracts that is fair and reasonable.

With the understanding that there are liability risks with the use of property or Church operations, we understand your organizations' desire to limit liability. It is our intent to provide financial protection to organizations for claims arising out of Church use of property or Church operations.

Operating in an increasingly difficult liability environment, Catholic Mutual and our Members are unable to provide financial protection for our contractual partners when claims arise outside of our specific use of property or our operations. We also cannot provide financial protection for claims which occur due to the fault of a contract partner. We believe it is unreasonable for a contract partner to demand financial protection for a claim not arising from our actions or a claim where a contract partner is negligent.

The attached Addendum to Contract provides financial protection for our contract partners when claims arise from our property use or operations and for claims when our Catholic Mutual Members are negligent.

The addendum accomplishes two goals for Catholic Mutual Members. First, ensuring our partners are protected. Second, ensuring we can continue our important mission. We are asking that the language in the attached Addendum to Contract be included in future contracts, or the addendum simply be attached to an existing or proposed contract.

Catholic Mutual.. "CARES"

CATHOLIC MUTUAL MEMBER ADDENDUM TO CONTRACT

CATHOLIC MUTUAL MEMBER: _____
(Includes Arch/Diocese and location)

CONTRACT PARTNER: _____

TERM OF CONTRACT: _____

CONTRACT (Description of Contract): _____

CATHOLIC MUTUAL MEMBER agrees to defend, protect, indemnify and hold harmless the above named CONTRACT PARTNER against and from all claims arising from the negligence or fault of CATHOLIC MUTUAL MEMBER or any of its agents, officers, employees or volunteers for claims arising from the above identified CONTRACT and arising from CATHOLIC MUTUAL MEMBER negligence.

CATHOLIC MUTUAL MEMBER agrees to provide a certificate of coverage to CONTRACT PARTNER which provides evidence of general liability coverage of not less than \$1,000,000 per occurrence. CATHOLIC MUTUAL MEMBER agrees to name CONTRACT PARTNER as an additional protected person on its general liability coverage for the dates of the TERM OF CONTRACT. Additional protected person status will provide coverage for CONTRACT PARTNER for claims arising from CATHOLIC MUTUAL MEMBER's negligent acts associated with the CONTRACT.

CATHOLIC MUTUAL MEMBER and CONTRACT PARTNER agree that this ADDENDUM TO CONTRACT overrides any insurance or indemnification language in conflict with this agreement when this ADDENDUM is attached to an existing CONTRACT whether or not the existing CONTRACT has been previously signed or will be signed in the future.

SIGNED BY: _____ SIGNED BY: _____
(CATHOLIC MUTUAL MEMBER) (CONTRACT PARTNER)

NAME (Please Print): _____ NAME (Please Print): _____

DATE: _____ DATE: _____

(11/2018)

Catholic Mutual... "CARES"

FACILITY USAGE/INDEMNITY AGREEMENT

The Facility Usage/Indemnity Agreement must be used when non parish sponsored or affiliated groups use parish facilities on a short-term basis such as one day or a week. The following groups are examples of non-parish sponsored or affiliated groups that should sign the Facility Usage/Indemnity Agreement:

1. Girl Scouts, Knights of Columbus, American Legion or other similar organizations that use parish facilities for meetings or fundraisers.
2. AAU sport teams or non-parish sponsored sport classes/clinics.
3. Parishioner and non-parishioner families that rent or use parish facilities for wedding receptions, family reunions, anniversary parties or other similar activities. (In lieu of signing the Facility Usage/Indemnity Agreement, a parishioner or non-parishioner family would be eligible to purchase "special event" liability coverage through your parish via Catholic Mutual.) Please note that funeral luncheons are parish sponsored events.
4. Any other organization, municipality or county organization that uses parish facilities for a meeting or function that is non-parish sponsored.

The Facility Usage/Indemnity Agreement requires the facility user to provide the parish with a certificate of insurance documenting general liability coverage in the amount of \$1,000,000 per occurrence. This certificate of insurance must name your parish and the Arch/Diocese as an additional insured. It is not adequate to obtain a certificate of insurance, which names the parish as a "certificate holder."

It is often asked what criteria an organization must meet to be parish sponsored or affiliated. In the event of an insurance claim involving a potential non-parish sponsored activity, the following questions would be asked to further determine if a group was parish sponsored and eligible for insurance coverage:

1. Did the parish have full control over the group or function?
2. Did any costs or fees associated with the function flow through parish accounts?
3. Was the function or group open to all parish members?
4. Was 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. Was the teacher or leader of the group a parish volunteer or employee?

In general, a group, which does not meet the definition of an affiliated organization or is unable to answer the above five questions in the affirmative would not be parish sponsored. Accordingly, that group must sign the Facility Usage/Indemnity Agreement and supply the parish with the necessary insurance documentation.

FACILITY USAGE/INDEMNITY AGREEMENT

PARISH: _____

PARISH is understood to include the Arch/Diocese of _____

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 Mutual... "CARES"

ADULT HOLD HARMLESS/INDEMNITY AGREEMENT

Ideally, individuals utilizing parish premises for activities that are neither parish sponsored nor affiliated, should be providing the parish with a certificate of insurance naming the parish and the Arch/Diocese as an additional insured. However, in certain instances when groups or individuals do not have insurance, the Adult Hold Harmless/Indemnity Agreement can be used. The Adult Hold Harmless/Indemnity Agreement has not been designed to be a replacement for insurance, but has been developed only for certain situations. Specifically, the Adult Hold Harmless/Indemnity Agreement must be utilized for the following situations that are often encountered by parishes:

1. Adult Athletic Participation - Adults who use or rent the parish gym for "non-parish sponsored" basketball or volleyball must sign the Adult Hold Harmless/Indemnity Agreement. It is not adequate to have one representative of a sports group sign an agreement. Each individual must sign an agreement for the contracts to be valid. Please note that a new agreement does not have to be obtained for each usage of the gym if the gym is being utilized on a seasonal basis. Instead, the parish may obtain one signed agreement per individual, per season.
2. Craft Fairs - Considering that a parish craft fair usually involves a large number of craft vendors, it is impossible to obtain a certificate of insurance from each vendor. Instead, an Adult Hold Harmless/Indemnity Agreement should be distributed with the craft vendors' registration material for the vendor to sign. A craft vendor who does not sign an Adult Hold Harmless/Indemnity Agreement should not be allowed to participate in your parish's craft fair.
3. Other Small Groups - In rare instances, the Adult Hold Harmless/Indemnity Agreement can be used for very small groups that do not have liability insurance. Similar to the adult athletic participation, in these cases an Adult Hold Harmless/Indemnity Agreement must be obtained from each individual of each group who utilizes parish facilities. When dealing with large groups, it is not feasible to have each group member sign an agreement. Considering this, large groups must sign the Facility Usage/Indemnity Agreement, which requires insurance.

The Adult Hold Harmless/Indemnity Agreement is a legal contract between your parish and the individual who signs the agreement. The agreement will effectively bar the signer of the agreement from making a claim against the parish. Please note that the Adult Hold Harmless/Indemnity Agreement is only valid when the signer is at least 18 years of age. The parish should not alter the agreement in any way as an alteration could result in nullifying the legality of the agreement. Original copies of signed Adult Hold Harmless/Indemnity Agreements should be kept in parish files for at least two years. Injuries and accidents are often not promptly reported, necessitating the need for original copies to be maintained.

ADULT HOLD HARMLESS/INDEMNITY AGREEMENT

PARISH: _____
(PARISH is understood to include the Arch/Diocese of _____)

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 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: _____

Revised 11/2018

GUIDELINES FOR PARISH HALL RENTAL/USAGE

Catholic Mutual... "CARES"

CATHOLIC MUTUAL SAFETY GUIDELINES FOR PARISH HALL RENTAL/USAGE

Introduction

The following safety and insurance guidelines are designed to assist parishes with the rental/usage of their parish hall. The guidelines focus on safety recommendations to reduce or prevent the most common claims associated with parish hall rentals. If the information outlined in these guidelines does not adequately address your questions, please contact Catholic Mutual's Risk Management Department at (800) 228-6108.

Parish Hall Coordinator

Each parish should appoint an individual to regulate the usage of the parish hall. The parish hall coordinator will be responsible for ensuring that the safety requirements outlined in these guidelines are met. The parish hall coordinator also allows for easy identification of the individual responsible for decisions associated with usage of the hall.

Parish Sponsored Versus Non-Parish Sponsored Hall Usage

The parish hall coordinator should determine whether or not an activity in the parish hall is parish or non-parish sponsored. The criteria on the attached Facility Usage/Indemnity Agreement will assist in identifying whether the activity or group is parish sponsored.

If an activity is parish sponsored, it will usually be covered under the Arch/Diocese's insurance program. (The parish hall safety guidelines should still be utilized for a parish sponsored activity).

If it is determined that the hall usage is non-parish sponsored, there are two options.

1. The organization or individual using parish facilities can complete the attached Facility Usage/Indemnity Agreement. This agreement requires \$1,000,000 in liability coverage. The liability coverage must name your parish and the Arch/Diocese as an additional insured. Also attached is a handout to assist your parish in identifying if you have been properly named as an additional insured.
2. If available within your Arch/Diocese, Special Event Coverage can be utilized to provide coverage for the individual/organization holding the activity as well as the parish and the Arch/Diocese.

Please contact Catholic Mutual if you desire any assistance differentiating between a parish and non-parish sponsored activity.

Parish Premises Safety

Most claims associated with parish premises result from slips, trips, and falls. The majority of these accidents can be prevented with a good parish inspection and maintenance program.

Exterior Hazards

- Weather Related Perils - Snow and ice frequently cause slip and fall accidents. Fortunately, proper snow removal procedures along with salting can effectively treat this hazard. Activities in parish halls usually involve numerous people. Therefore, it is critical that the parish hall coordinator ensure that staff is available for snow and ice removal before, during and after an activity. Additionally, snow removal equipment and salt should be made available to the hall user.
- Cracked or uneven sidewalks are a common exterior trip hazard. Uneven surfaces should be identified and repaired (if possible, prior to a parish hall activity). If a permanent repair is not possible, uneven areas should be highlighted with yellow, orange, or white paint.
- Inadequate lighting often leads to an accident. Accordingly, parking lots and sidewalks should be well lit.

Interior Hazards

- Indoors, people most commonly slip on debris or condensation. During large events in parish halls, it is common for debris to accumulate on floors or condensation to be tracked in from the outdoors. In either case, it is critical that parish maintenance be present to monitor flooring and clean as necessary. For a non-parish sponsored use of the hall, another option is to furnish cleaning supplies to the individual or group using the hall.
- Adequate lighting is also critical to prevent outdoor accidents. It is particularly important to ensure that entryways and stairwells are well lit.

Emergency Lighting

Due to the potential size of activities held in parish halls, halls should be outfitted with emergency lighting. The number of emergency lights required varies depending upon the size of the hall. Generally, when installing emergency lighting, it should be ensured that exits are clearly illuminated during a power outage.

Blood Borne Pathogen Cleanup and First Aid Kits

The clean-up of bodily fluids presents a unique liability exposure. Parish halls that are utilized on a regular basis should have a bloodborne pathogen cleanup kit present in the parish hall. Likewise, a first aid kit should be made available during hall activities. For non- parish sponsored hall activities, the location of the bloodborne pathogen cleanup kit and first aid kit should be made known to the hall user.

Fire Extinguishers

An adequate number of five-pound ABC dry chemical fire extinguishers should be located in the parish hall. Catholic Mutual or your local fire department can assist you with determining the number of extinguishers that should be present.

Security/Key Control

The parish hall coordinator should assess each hall activity to determine whether or not security is needed. If yes, the parish should arrange for appropriate security personnel to be present at the activity. For non-parish sponsored activities that require security, the parish hall coordinator should make it a requirement of the hall rental agreement that the hall user hire security.

Key control is a critical element of parish hall usage. Often, keys are distributed to an inappropriate number of people. The spreading of keys, even to reliable parishioners, severely weakens parish security. It is recommended that keys not be given out to individuals using the hall. The preferred method is for the hall coordinator or appointed representative to open up the parish hall prior to an activity and lock up when the activity is complete.

Alcohol

Beer, wine, or liquor is sold or distributed at many parish hall events. Parishes should be aware that they are potentially liable for claims that arise out of the consumption of alcohol. Parishes need to be concerned with consumption by minors and with ensuring that people who are intoxicated are no longer allowed to drink alcoholic beverages. Recommendations that can assist in reducing a parish's liability in the event of an alcohol-related incident are as follows.

- Licensed bartenders should be present at all times (or an individual who has had adequate training in dispensing alcohol). All bartenders must be at least 21 years of age.
- Alcohol should never be served to an individual under the legal drinking age. Identification should be checked for anyone who appears to be under the age of 30.
- An individual should only be allowed to order or obtain one drink at a time. This will assist in deterring someone from becoming intoxicated too rapidly and will deter someone from providing a drink to a minor.
- A pre-existing plan should exist to handle individuals who have had too much to drink.

For additional information and/or assistance on controlling the liquor liability exposure, please contact Catholic Mutual.

Food Preparation and Service

Many parishes sponsor events in their hall where food is prepared. Serious injury or illness can arise from the consumption of contaminated food. A few simple steps can help control this exposure.

- For food preparation by the parish, a list of all suppliers along with purchase invoices should be kept. Food must be stored at the proper temperature once it is delivered to the parish. Prior to the food being used, it should be inspected for any signs of contamination or spoilage.
- Once food is opened for use or preparation, proper handling and storage precautions must still be followed. Frozen foods should never be thawed on a counter top, but instead thawed in the refrigerator or in a bag under cold running water.

- Parish employees or volunteers often prepare food. Workers should be reminded to wash their hands with soap and warm water before handling food. Also, gloves and hair restraints should be worn. All kitchen surfaces and utensils should be kept clean and sanitary.
- Prior to distribution, it must always be verified that food has been cooked thoroughly in order to destroy bacteria. It is recommended that thermometers be utilized to determine if the internal temperature of the food has reached a safe temperature. Internal temperatures should reach 160 degrees. For poultry, temperatures need to reach 185 degrees. While serving, food that will not immediately be dispensed should be kept at above 140 degrees for warm food and below 40 degrees for foods served cold.

The above food preparation and service guidelines should also be adhered to for non-parish sponsored activities with the parish hall coordinator ensuring that this is done.

Claim Procedures

When an incident takes place, an Incident Report Form should be filled out and forwarded to Catholic Mutual the next workday. The Incident Report Form should include an in-depth description of how the accident happened. The report should also include the name, address, phone number, and date of birth of any injured person, along with phone numbers of potential witnesses. It is also helpful if a photograph of the accident scene is taken.

THANK YOU!

Thank you for taking the time to read this safety material. As indicated earlier, Catholic Mutual has additional safety information to assist you in the planning and monitoring of parish hall events. Please feel free to contact Catholic Mutual's Risk Management Department at (800) 228-6108.

Revised (01/19)

GUIDELINES FOR PARISH FESTIVALS

Guidelines for Parish Festivals

INTRODUCTION

The following safety and insurance guidelines are designed to assist festival committees in the planning and management of parish festivals. These guidelines focus on safety recommendations to reduce or prevent the most common claims associated with parish festivals. Catholic Mutual has additional information available on specific parish festival safety issues. Please feel free to contact our Risk Management Department at (800) 228- 6108 to request additional information or receive clarification on items in this handout.

FESTIVAL SUPERVISION

Good planning and supervision are the foundation for holding a successful parish festival. Parishes should have a festival chairperson that is responsible for communicating all policies and procedures to parish festival workers. The festival chairperson should report to a staff person at the parish/school. In addition to a festival chairperson, each operational area of a parish festival should have a supervisor. As with the festival chairperson, the supervisor's responsibility will be to alert parish festival workers of policies and procedures. It is strongly recommended that parishes develop written guidelines for the operation of their festivals which are handed out to all volunteer supervisors and workers. It is our experience that many problems occur at festivals when policies and procedures are not formalized and communicated to the proper individuals. On the contrary, we have found parishes that utilize and implement a well-organized plan have a successful and safe parish festival.

CERTIFICATES OF INSURANCE AND VENDOR AGREEMENT

The *Parish Festival Vendor Hold Harmless/Indemnity Agreement* should be signed by vendors who provide services at parish festivals. The Parish Festival Vendor Agreement must be signed by the following types of parish festival vendors:

1. Ride and game vendors
2. Tent companies
3. Security companies
4. Suppliers of large quantities of food
5. Vendors who provide medical services
6. Bands/Entertainers
7. Other vendors

The Parish Festival Vendor Agreement requires the festival vendor to provide the parish with a certificate of insurance documenting general liability coverage in the amount of two million (\$2,000,000) dollars per occurrence. The certificate of insurance must name the parish and the (Arch)Diocese as an additional insured. It is not adequate to obtain a certificate of insurance from a parish festival vendor which names the parish as a "certificate holder." Certificates of insurance obtained by festival vendors should be reviewed by the (Arch)Diocese or Catholic Mutual Group prior to the event.

WHAT IS AN ADDITIONAL INSURED?

Many parish festival chairpersons have a difficult time determining whether or not a parish festival vendor has actually added the parish and the (Arch)Diocese as an additional insured. Attached is a handout entitled *How Do I Know If My Parish Has Been Named As An Additional Insured?* This handout will provide you with the criteria to determine whether or not a parish festival vendor has provided you with a certificate of insurance, which actually names the parish as an additional insured.

DO NOT SIGN CONTRACTS WITHOUT APPROVAL

It is very important to read a contract before signing and equally important to understand what the contract says. For this reason, Catholic Mutual and your (Arch)Diocese have a contract review policy. Contracts should only be signed by the Pastor, Principal or Business Manager.

In the past, there have been many contracts relating to parish festivals that were signed by the parish, which contained very unfavorable wording. Most of the unfavorable contracts contained hold harmless and indemnity wording that required the parish to pay for any type of claim which happened during the parish festival. Since the insurance program does not cover any type of claim that ever happens, parishes that signed these types of contracts were actually risking parish assets.

Another type of unfavorable contract commonly signed by parishes is a contract requiring the parish to be responsible for any damage that occurs to equipment which is rented. In these instances, the parish agrees to pay for damage to the equipment regardless of how it happened, even if the damage was due to natural causes such as wind or lightning. The insurance program does not provide automatic insurance coverage for another organization's property. Considering this, the parish would be responsible for the damaged equipment.

A Pastor, Principal or Business Manager should never sign a contract which contains wording as described above. It is only acceptable to assume responsibility for claims or property damage which the parish would be legally responsible for in the absence of the contract. Remember, no matter how small a contract may be, if it contains unfavorable hold harmless, indemnity or reimbursement language, the parish is risking severe financial burden if a liability claim or property damage occurs. To ensure that Catholic Mutual has adequate time to review a contract, please allow at least fifteen (15) business days for review and be sure to provide the entire contract. When signing of a contract before it has been approved is a necessity, write on the contract, "This contract is contingent upon the approval of our insurance company representative." This will allow you to void the contract, if necessary.

DRIVING

The number of individuals used to drive to pick up supplies or other errands needed to make the festival a success should be limited. The festival chairperson and supervisors should view Catholic Mutual's online training entitled "Church Transportation – Is It Necessary and Ministry Based." Any individual that will be driving as part of their volunteer duties for the festival should complete a *Volunteer Driver's Form* and also view CMG's online training entitled "Be Smart – Drive Safe".

USE OF VOLUNTEERS

Volunteers should be at least 18 years of age or supervised by an adult with parental permission. The volunteer should be selected and matched to tasks according to their training and/or skills. Each volunteer should have a clear understanding of the duties associated with the task and any risks inherent to the position. Any personal protective equipment required to perform the task should be provided for the volunteer.

SAFETY COORDINATOR

In addition to the festival chairperson, parish festivals should create a position called "safety coordinator." The safety coordinator will be responsible for making sure all safety recommendations are met. The designated safety coordinator will also be responsible for making periodic inspections of the festival grounds during the festival. Obviously, any physical safety hazards detected by the safety coordinator should be dealt with to remove the hazard. It is highly recommended the safety coordinator utilize a logbook indicating the time the inspections took place during the festival and the condition of the festival grounds during the inspection. (Arch)Dioceses that have utilized an onsite safety coordinator volunteer at parish festivals have been very successful in reducing the number of claims associated with parish festivals. An onsite safety coordinator will also greatly reduce the parish's liability in the event of a loss, as it will illustrate the parish exercised due diligence in attempting to eliminate safety hazards.

SAFETY ON FESTIVAL GROUNDS

Most claims associated with parish festivals result from trips, slips and falls on parish grounds. Many of these accidents can easily be prevented with proper planning and periodic inspections of the grounds during the festival. Below we have identified some common physical safety hazards at festivals, along with suggestions to alleviate the safety hazard and greatly reduce the parish's liability in the event of an accident.

- **Electrical cords and hoses** - Electrical cords and hoses in walkways present a common trip hazard at parish festivals. Vinyl cord and hose protectors should be used to combat these trip hazards and reduce the parish's liability. Other ways of dealing with these trip hazards are taping or tacking down the loose cords and hoses or placing orange cones at either end of a cord or hose extending across a walkway to identify its presence by making it more obvious.
- **Lighting** - As the majority of parish festivals extend into the evening hours, adequate lighting is essential to reduce the parish's liability in the event of an evening fall. The festival grounds and parking areas should be well lit. Temporary lighting may need to be installed to ensure adequate lighting.
- **Tent stakes and ropes** - Tent stakes and ropes should be marked with orange flags to identify their presence. In the event that an individual trips over a tent stake or rope, the presence of an orange flag will greatly reduce the parish's liability.

- **Debris on grounds** - Many accidents occur when people slip on food or litter while on festival grounds. Although it is difficult to completely eliminate this problem, plenty of trash receptacles should be provided. These receptacles should be periodically emptied to ensure that festival patrons have an area to discard litter. In addition to providing trash receptacles, the grounds should be periodically inspected and cleaned where needed to make sure undesirable amounts of litter are not accumulating on the grounds.
- **Stages** - Stages must be set up and torn down by qualified personnel. The stage must be built sturdy enough to accommodate the weight of occupants and/or props. Electrical outlets on the stage should be properly grounded. If extension cords must be used, they should be heavy-duty double insulated cords. Stage flooring must be kept dry and clear of debris. Stairs leading to the stage must be equipped with a handrail. If the stage will be used during evening hours, recommend installing glow-in-the-dark tape along the edge of stage platform.

WEATHER

While most events and activities are held rain or shine, plans should be in place in the event of severe weather. A weather radio should be monitored during the event. In the case of a tornado or lightning threat, parish festival patrons and workers should seek appropriate shelter inside a parish building until the threat of severe weather has passed.

SECURITY

Parish festivals need a security plan. Formal security is necessary, as parish festivals deal with large amounts of money and high volumes of people. It is highly recommended that parishes utilize security rental agencies. When hiring private security, be sure to check references and verify you have hired a reputable security company. Once a security company is hired, allow the company to manage and supervise their own employees.

Remember, the security company is a professional organization with experience in providing security at events such as your parish festival.

When confrontations between festival patrons occur, allow security personnel to handle as parish festival volunteers are not trained to deal with these types of situations. In many cases, they may make the situation worse. The parish can be held liable in cases where a festival worker inadvertently causes an injury while attempting to break up a fight.

Security during non-festival hours is as important as security during festival hours. During time periods when the festival is not operating, vandalism and theft can occur on festival grounds. For this reason, it is highly recommended that security guards be used during non-festival operating evening hours. In addition to private security, lighting is very important. Lighting should be maintained as a security measure even when the festival is not operating. The presence of night security guards and lights will greatly deter potential vandals and thieves.

PARKING

Parking is always a concern for parish festivals. Similar to the actual festival grounds, injuries can occur in parking areas. Additionally, vehicles can be damaged or stolen.

Valet parking should not be permitted. Any volunteers assisting with parking should wear a brightly colored vest or other garment. If a neighboring parking lot (not owned by the parish) is used for the festival, any written agreement between the owner of the lot and the parish should be reviewed by Catholic Mutual prior to signing.

Adequate lighting is perhaps the most important component for a safe parking lot. Often, temporary lighting is needed to provide adequate lighting in a field or paved area that is not normally used during evening hours, but will be used for parking during a festival. Another concern is whether or not the parking area is level. Although vehicles are not usually damaged from an uneven surface, an even surface is necessary to ensure that people do not trip and fall while walking to and from their vehicles. Care should be taken to allow room for pedestrian traffic through parking lots.

Although we can attempt to provide a well-lit parking lot, we cannot guarantee that a vehicle will not be vandalized or stolen. For this reason, we recommend posting signs at the entrance to lots indicating, ***"The parish festival will not be responsible for damaged or stolen vehicles."***

Parking space must be made available for emergency vehicles. Additionally, there must be access routes to and from the festival and through parking lots for emergency vehicles to travel. When planning your festival, keep in mind that the fire department, police, or an ambulance service may need access to your festival if an emergency occurs.

MEDICAL SERVICES

As injuries do occur at parish festivals, it is very important that medical services be utilized to reduce the effects of the injury. This is very important from both a medical and legal standpoint. The type of medical service needed at a parish festival will vary by the size and type of activities at the festival. For small, family-oriented festivals, it would be adequate to simply have first aid supplies available in the event of injury. For festivals ranging from 500 to 1500 people, the festival should have a first aid station on festival grounds. For festivals that exceed 1500 people, parishes should seriously consider contracting with an outside vendor to provide onsite medical services.

First Aid stations should be visible and easily detected by an injured person and be equipped to deal with minor injuries. These stations should consider having the following medical supplies on hand:

- Sterile adhesive bandages in assorted sizes
- Assorted sizes of safety pins
- Cleansing agent/soap
- Latex gloves/assorted sizes
- Sunscreen
- 2 and 4 inch gauze pads
- Triangular bandages
- Ice bag or chemical ice pack
- Eye patches
- Non-prescription drugs
- 2 and 3 inch sterile roller bandages

- Scissors
- Tweezers
- Needle
- Moistened towelettes
- Antiseptic
- Thermometer
- Tongue blades
- Tube of lubricant
- Medicine dropper
- Antacid (for stomach upset)
- Anti-diarrhea medication
- Syrup of Ipecac (used to induce vomiting and only used if advised by the Poison Control Center)
- Laxative medication
- Activated charcoal (used in cases of accidental ingestion of harmful liquids)
- Blanket
- First Aid manual
- Cell phone
- Flashlight with extra batteries
- Pencil and paper
- Emergency phone numbers
- AED (Automated External Defibrillator)

An Automated External Defibrillator is used in cases of life threatening cardiac arrhythmias which lead to cardiac arrest. AED's are designed to be used by laypersons who ideally should have received AED training. The location of a public access AED should take into account where large groups of people gather, regardless of age or activity.

When a major injury occurs, an ambulance should be called immediately.

Whenever medical treatment is provided, it should be documented with a written record (log). If an individual that is injured denies medical treatment, a signed refusal of medical treatment should be obtained from that individual. Written documentation of patients should include a name, nature of injury, type of treatment, and the time.

Local police and hospitals should be alerted prior to a parish festival so these entities are aware of the possibility for the need of emergency medical services. Hospitals and emergency centers should be given relevant information such as the dates and hours of the festival, number of people anticipated, as well as the types of festival activities that could cause injuries. A contact person should be made available to emergency centers and hospitals and lists of 24-hour telephone emergency numbers should be made available to festival personnel.

FOOD

When food is supplied by outside vendors, the *Parish Festival Vendor Hold Harmless/Indemnity Agreement* should be utilized. If a parish elects to have volunteers prepare and serve food whether onsite or at their own homes, the following food handling guidelines should be followed.

- Refrigerators should be kept at 40 degrees or cooler. Freezers should be kept at 0 degrees. Raw meat and poultry should be refrigerated as soon as possible after purchasing or receiving. At the grocery store or deli, keep raw meats and poultry separated from other perishables. Never thaw frozen meat and poultry on the kitchen counter, thaw them in the refrigerator. If in a hurry, thaw in a bag under cold running water. If a microwave is used for thawing, the food should be immediately cooked. Always refrigerate when marinating food.
- Canned goods should be stored in a cool, dry area and should be free of cracks, dents, and bulging.
- Cooked or prepared food requiring refrigeration should never be left unrefrigerated for more than two hours. In a warm environment, food should sit out no longer than one hour. Refrigerate or freeze cooked/prepared foods in shallow containers rather than deep containers.
- Refrigeration and freezing does not kill bacteria on food which sat out too long and has started to spoil. When in doubt, throw it out!

Two of the more common types of food poisoning are caused from salmonella and E. Coli bacteria. At least 1.4 million salmonella infections are reported annually in the United States. Any raw food of animal origin (i.e. meat, poultry, eggs, raw milk, fish, and shellfish) may carry salmonella. Food can be contaminated with E. Coli when a food handler or cook does not follow good sanitary procedures. Critical to this is washing hands after using a bathroom.

The key to preventing an exposure is to not allow any contamination while preparing food and to effectively destroy bacteria during the cooking process. The following steps will greatly reduce the likelihood of a food-related illness.

- Inspect the food to see if there are any signs of contamination or spoilage. Fish, poultry, fruits, and vegetables should be thoroughly washed/rinsed.
- Always wash your hands with soap prior to handling and preparing food. You should also rewash your hands prior to preparing another type of food or when using a new knife/utensil.
- Raw meats, fish and poultry should be cut on an acrylic cutting board, not wood. Use a wood cutting board for fruits and vegetables only.
- Never serve food on a plate or platter which raw meat, fish, or poultry was cut or prepared.
- Never let raw meat, fish, and poultry or their juices come in contact with other foods.
- If the work area was cleaned with a dishcloth, always immediately switch to a clean one or use disposable paper towels.
- After cleaning utensils and work areas, an additional measure is to sanitize. This can be done using 2 or 3 teaspoons of household bleach in one quart of water, then thoroughly rinsing with cold water.
- Always cook food thoroughly. Only thorough cooking destroys bacteria. Thermometers are recommended to determine if the internal temperature of the food you are cooking has reached a safe temperature. Internal temperatures should reach 160 degrees. If the food includes poultry, the temperature should reach 185 degrees.
- If serving food for an extended period, hot foods should be kept above 140 degrees and cold foods below 40 degrees.

COMPRESSED GAS CYLINDERS, PROPANE TANKS AND GRILLS

Cookouts for your festivals and other events can be a fun and enjoyable part of your church gatherings. However, safety precautions should be taken when it comes to the operation and/or storage of gas grills, propane tanks or other compressed gas cylinders being used for the cookouts.

Propane cylinders should NEVER be brought into a building for any reason. A slight variance in temperature can cause the gas cylinder to either expand or contract and release the gas creating the potential for an explosion and fire.

Here are some Best Practices to follow for the safe usage of gas grills:

Inspection:

- Always keep gas valve in the off position when not in use
- Inspect your cylinder monthly checking for leaks, damage, dents, rust, etc.
- Never use matches or lighters when checking for leaks
- Check rubber tubing gas line and replace if there is evidence of deterioration
- If there is evidence of oxidation, you should replace the cylinder
- Always have cylinders refilled by a qualified service station operator

Usage:

- Keep flammable liquids away from cylinders at all times
- Do not use dented, cracked or other visibly damaged cylinders
- Do not remove any labels on cylinders
- When opening the valve, check for leaks
- If you suspect a leak and are able to safely turn off the gas, do so immediately
- Do not use excessive force when tightening the valve or connecting points
- Never remove a valve wrench from an acetylene cylinder while the cylinder is in use
- Before disconnecting, ensure grill and cylinder valve are off
- Never allow children to tamper or play with a propane cylinder
- Keep a fire extinguisher nearby
- Ensure cylinders are certified by a nationally-recognized testing laboratory

The use of homemade gas grills and/or their attached equipment should not be allowed due to the safety hazards they present

ALCOHOL

Beer and wine are sold at many parish festivals. Parishes should be aware they are potentially liable for property damage or injury claims resulting from individuals which become intoxicated at a parish festival. Specifically, parishes should be concerned with minors and making sure that people who are obviously intoxicated are not sold alcoholic beverages. The following are recommendations to assist in reducing the parish's liability in the event of an alcohol-related accident.

- Know and follow state liquor licensing requirements or laws.
- Licensed or trained bartenders should be present in the beer tent at all times.
- All bartenders should be at least 21 years of age and should not be allowed to consume alcohol while working behind the bar.

- A pre-existing plan should exist to handle individuals who have had too much to drink. The plan should include the necessary security needed to assist the bartender who is refusing service to an intoxicated individual.
- An alternate method of transportation should be provided to individuals who feel they are too intoxicated to drive their vehicles.
- Identification should be checked to ensure individuals under the age of 21 are not served alcohol. A good rule of thumb is to check the identification of any individual that appears to be under the age of 40.
- Alcohol should not be given away as a prize.

A “bracelet booth” should be set up to check identification of any individual wishing to consume alcohol to ensure they are of legal age. An individual who has shown proper identification is then furnished with a colored bracelet designating they are of legal age to consume alcohol at the parish festival. Security and festival workers would have the responsibility of patrolling and monitoring the grounds to ensure that individuals consuming alcohol are wearing the necessary bracelet.

Another risk management technique to reduce the liquor liability exposure is to create a “Beer Garden” atmosphere by placing a fence around the perimeter of the tent. Security should be placed at both entrances and exits to the beer garden. At the entrance to the beer garden, security will be responsible for ensuring anyone entering the beer garden has a colored bracelet indicating the individual is of legal age to consume alcohol. At the exit points, security will be responsible for not allowing alcohol outside the beer garden area. If alcohol is allowed outside the beer garden area, security should limit the amount of beer or wine that one individual can remove from the area.

MONEY

If your parish festival is successful, large amounts of cash will accumulate throughout the day and evening. The parish should have a predetermined plan to deal with cash as it flows through the festival. A good plan should accomplish the following:

- A credit and background check should be conducted on all individuals handling money.
- Cash should be collected from festival stands at regular intervals.
- Tamper-proof bags should be used.
- Groups of three or more individuals should be responsible for the transfer of cash
- Cash should always be counted by multiple teams consisting of at least two people who trade off.
- Bank deposits should be made at regular intervals during the festival. Cash should not be allowed to accumulate in the safe until completion of the festival.
- Ideally, cash should be counted at the bank.
- When collecting cash from festival stands or taking deposits to the bank, both times and routes of the collections or deposits should be varied to eliminate a pattern from developing.
- Catholic Mutual recommends the use of a “ticket system” at parish festivals. A ticket system allows festival participants to purchase tickets at ticket booths that can be exchanged for rides, food, beverages, or other items for sale at the parish festival. The purpose of the ticket system is to reduce the amount of cash flowing through the parish festival at various booths. Instead of having each individual booth handle cash, monies are handled at centrally located ticket booths. The use of a ticket system will reduce the risk of loss associated with theft or the mysterious disappearance of festival revenues. In addition to reducing the possibility of theft, the ticket system provides an excellent internal control to monitor cash flows at parish festivals.

FESTIVAL ACTIVITIES

While the types of parish festival activities may vary from one festival to the next, a few activities geared to younger children should be present at each festival. When determining what types of activities to have in place for the festival, keep in mind, the following activities should not be allowed:

- Hot air/tethered balloons
- Helicopter rides
- ATV rides/speed contests
- Gambling when not approved by State statutes
- Liquor when not approved by State statutes
- Bungee jumping
- Dunking booths for individuals 21 years and under
- Archery/firearms

CLAIM PROCEDURES

When a claim takes place, an Accident Report should be completed on Catholic Mutual's website or called in the following workday. Any serious claims should be phoned in as soon as possible. The written accident report should include an in-depth description of how the accident happened. The report should also include the name, address, phone number, and date of birth of any injured person along with the names and phone numbers of potential witnesses.

Often when an accident occurs, it is difficult to reconstruct how it happened or what the premises looked like at the time of the accident. For this reason, the festival safety coordinator should photograph accident scenes to preserve the appearance of the accident site. It is recommended that the safety coordinator videotape the parish festival grounds once the festival set-up is complete. This will assist in any recreations of the festival premises that must be done for litigation. If an individual that is injured on festival grounds feels they need immediate contact with the festival's insurance carrier, contact Catholic Mutual prior to sending the written accident report.

Often a potential claimant will contact an attorney because he/she has not been contacted in a timely fashion by the insurance company. For your convenience, we have attached an example of an *Accident Report Form* that can be used at parish festivals. Accident reports should be made available to all operational supervisors and security staff.

THANK YOU

Thank you for taking the time to read this material. As noted earlier, Catholic Mutual has a wealth of supplemental material regarding parish festival safety that is available to parishes. Please feel free to contact the Risk Management Department at (800) 228-6108 with any questions that may arise.

Catholic Mutual... "CARES"

PARISH FESTIVAL VENDOR HOLD HARMLESS/INDEMNITY AGREEMENT

PARISH: _____

PARISH is understood to include the (Arch)Diocese of _____

VENDOR: _____

TYPE OF VENDOR: _____

DATES OF USE: _____

The above named VENDOR 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 VENDOR or any of its agents, family members, officers, volunteers, helpers, partners, organizational members, or associates in connection with the operations of the above named VENDOR at the above named PARISH.

VENDOR agrees to provide a certificate of insurance to the PARISH, which provides evidence of general liability coverage of not less than two million dollars (\$2,000,000) per occurrence. VENDOR also agrees to have the PARISH named as an "Additional Insured" on its general liability policy for the DATES OF PARISH FESTIVAL in relationship to the VENDOR'S activities. It is agreed that VENDOR 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 and only if VENDOR fails to comply with the above (second) paragraph, then VENDOR agrees to protect, defend, hold harmless, and fully indemnify the above named PARISH for any claim or cause of action whatsoever which takes place during the above identified DATE(S) OF USE that is brought against the PARISH by the above named VENDOR or its employees, agents, guests, invitees, customers, partners, family members, organizational members, and 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 not a party to this agreement. If any paragraph or sentence 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 VENDOR)

NAME AND TITLE: _____

DATE: _____

(REV 02/19)

Catholic Mutual... "CARES"

HOW DO I KNOW IF MY PARISH HAS BEEN NAMED AS AN "ADDITIONAL INSURED?"

Many parishes have a difficult time determining when they have been named as an additional insured on a tenant, contractor or facility user insurance policy. Parishes often obtain a certificate of insurance, which names the parish as a "certificate holder." It is not adequate to be named as a "certificate holder."

The insurance certificate furnished to the parish by the tenant, contractor or facility user must indicate in writing that both the parish and the (Arch)Diocese are named as an additional insured. Please refer to Exhibit A for an example of a certificate of insurance where the parish has been named as an **additional insured**. Please note that not every certificate of insurance naming the parish and the (Arch)Diocese as an additional insured will look like Exhibit A. However, somewhere on the certificate the words **additional insured** must appear.

It is very important that the parish be listed as an additional insured rather than as a "certificate holder." As a "certificate holder," the parish has no legal rights under a tenant, contractor or facility user's insurance policy. However, when the parish has been named as an additional insured, the insurance policy of the tenant, contractor or facility user must defend the parish against claims, which resulted from tenant, contractor or facility user operations at the parish. The purpose of being named as an additional insured is to reduce the number of dollars spent on claims not related to parish activities. Therefore, it is essential that parishes verify that both the parish and the (Arch)Diocese have been named as an additional insured.

Since a contractor, tenant, facility user or parish festival vendor will have to make a specific request to their insurance company to get the parish named as an additional insured, it is important to inform them of this requirement well in advance.

(Rev. 11/18)

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 festival 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 compressed gas cylinders, propane tanks, and gas grills have been inspected to ensure they are in good working condition and a fire extinguisher is nearby.
 - 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

(Rev. 04/19)

PARISH ACCOUNT AND FINANCIAL CONTROL GUIDELINES

Catholic Mutual... "CARES"

REVIEW OF PARISH ACCOUNTS AND FINANCIAL CONTROL GUIDELINES

The financial control guidelines outlined below are recommended to all parishes. These guidelines are not intended as an all-inclusive money-handling guide, but have been developed as a guideline, which will prevent the majority of embezzlements from occurring.

Internal control

- All accounts using the parish and/or school's federal ID number must be approved and controlled by the parish council. All account statements must go to the parish and be accessible to the parish finance council.
- The individual who prepares checks should not be authorized to sign checks.
- The person who signs checks should not be allowed to balance monthly bank statements. Monthly bank reconciliations should be submitted with the monthly statements for review by the Finance Council, or review by a knowledgeable individual other than an authorized signer.
- Budgets should be developed and approved. Disbursements not specified in the approved budget should not be allowed without the direct approval of management or the Finance Council.
- Each month, a report comparing actual to budget should be made available for the Finance Council. Significant variances should be investigated, explained, and resolved.
- Clearly define the type of expenses that can be paid with specific funds. Define expenses that are inappropriate. Define the employee's job function as it relates to the account and disbursement function.
- Each check issued by a parish should be signed by at least two individuals. Again, the person preparing the check should not be an authorized signer.
- Signature stamps should not be used to sign checks.
- Checks should not be signed in advance or be signed without documentation.
- Sequentially numbered checks should be used.
- The individual responsible for preparing checks should be required to take an annual vacation.
- Key responsibilities should be separated. One individual should not handle billing, collections, and bank deposits. One of these tasks should be completed by a second individual.

- Comprehensive pre-employment screening should be conducted, including a criminal background check, the verification of educational data, verification of employment history, and checking of references.

Physical Control

- Each parish should own a safe. Collections and all cash should be stored in the safe. The safe must be kept locked at all times (even during parish business hours).
- Deposits should be made on a regular basis. Accumulations of cash and checks totaling \$1,000 or more should not remain in the parish safe for a time period longer than 48 hours.
- If possible, parishes should make arrangements for evening and Sunday deposits. Also, most banks will provide facilities for money counting.
- CHURCH MONEY MUST NEVER BE TAKEN HOME BY ANYONE.

Cash Receipts/Money counting

- Ideally, each parish should have five teams of money counters (consisting of three members per team). If five teams cannot be formed, there must be at least two. There should be at least three members per team. Members of teams must also be shuffled on a periodic basis. Also, husbands and wives should not be allowed on the same team.
- All checks received should be immediately endorsed to the appropriate account. A self-inking endorsement stamp is recommended for this purpose.
- A tape of the cash and checks to be deposited, along with the deposit, should be prepared by one of the individuals. A tape of the receipts of envelopes, along with a summary of totals by account classification should be prepared by the second individual. The totals should then be compared to verify that the amounts are the same. All members of the money counting team should sign the collection summary tape to verify the amount of the collections.
- The recap of the receipts or envelopes along with the tape should then be given to the bookkeeper for entry into the books of record. The deposit slip and second tape should accompany the cash and checks and be deposited intact the day of collection by the team of money counters.
- A comparison of the total of the receipts to the deposit slip must be done by the bookkeeper.
- CASH WITHDRAWAL FROM THE DEPOSITS MUST NOT BE ALLOWED.
- A yearly "giving" statement should be distributed to all parishioners.

Annual financial review

- It is strongly recommended that each parish conduct a review of parish accounts on an annual basis. Accordingly, each parish should form a review committee composed of at least two individuals. Signers and preparers of checks should not, under any circumstances, participate nor have the opportunity to be a member of the parish financial review team. Also, trustees or business managers should not be on the review team. It is highly recommended that the parish's finance committee (unless members are the individuals noted above) be allowed to handle the review.
- The attached Catholic Mutual Parish Financial Review Verification form can be used by the financial review team. Any questions on how to complete the "self" review should be directed to the Risk Management Department at (800) 228-6108.

(11/2018)

Catholic Mutual Parish Financial Review Verification Form

Parish name: _____

Parish address: _____

Date(s) of review: _____

Arch/Diocese: _____

1. All parish checking accounts must be inspected by the financial review team for accuracy and irregularities. Examples of parish accounts are home and school accounts, bingo accounts, cemetery accounts, athletic booster accounts.
2. The review team must inspect canceled checks from each account for several months to ensure that checks are written for legitimate purposes and to businesses with which the parish does business. Please ensure that checks have been cashed and that each cashed check was endorsed by the proper party. Also, verify that checks were not altered prior to cashing.
3. The review team should verify that payroll tax returns are being filed on a timely basis. Additionally, it should be verified that payroll taxes are being paid on time.
4. If irregularities are found in parish accounts, on canceled parish checks, on the payment of payroll taxes or tax returns, or if the parish is not complying with the financial control guidelines, contact your Arch/Diocesan financial manager.

Members of Parish Review Team:

_____	_____	_____
Print name	Signature	Date

_____	_____	_____
Print name	Signature	Date

_____	_____	_____
Print name	Signature	Date

_____	_____	_____
Print name	Signature	Date

Revised (11/2018)

VEHICLE SAFETY PROGRAM

Vehicle Safety Program

The Church has a significant exposure to loss due to vehicular accidents. It is important to have a written motor vehicle policy implemented throughout the Church. An effective program begins with the identification of the exposures, analyzing the methods available to minimize these exposures, implementation of the techniques chosen and last, but not least, continuous monitoring of the program in order to make necessary adjustments and changes.

There are three basic elements that are essential to a successful vehicle safety program:

- Driver Selection and Training
- Preventative Maintenance
- Accident Reporting, Recording and Analysis

Driver Selection and Training

A great deal of care should be exercised in selecting individuals that will be required to operate Church vehicles on a full time or occasional basis. An application form should be obtained that provides information on the applicant's driver's license, driving experience (accident record, traffic violation convictions and forfeiture for the past three years), past employment, education and physical history.

A copy of the Motor Vehicle Record (MVR) should be obtained from each state where a driver holds a license to ascertain that the applicant has a valid license and to review the driver's past record. An up-to-date listing of all authorized drivers should be maintained with all pertinent background information on the driver (e.g. social security number, date of birth, etc.).

A road test is one of the ways to indicate if a driver can safely operate the vehicle. Also, consideration should be given to having each driver take a written test.

Another major item of consideration should be training that is provided to individuals operating motor vehicles within the Arch/Diocese. Each Arch/Diocesan driver should be trained in safe driving habits. A defensive driving course is available at no cost on Catholic Mutual Group's website www.catholicmutual.org. The defensive driving course teaches various skills which include:

- Defensive driving measures
- Safe traveling distances
- Rules of backing up
- Split-second decision making conditions
- Passing and being passed
- Weather related driving conditions
- Hazards at intersections

The previous section mainly dealt with regular or occasional drivers who operate a church owned vehicle. However, there are many times that a school or parish may rely on volunteers or employees using their own vehicles. Generally, automobile insurance follows the automobile. Therefore, if any employee uses his/her car for church business, his/her auto insurance would be primary. This is also true with a volunteer.

If you find yourself utilizing employees' or volunteers' cars, then the following information should be obtained:

- Name of driver:
- Address:
- Driver's license number:
- State issued:
- Year, make, and model of vehicle:
- Insurance company name:
- Policy number:
- Agent's name:

Also, the *Volunteer Driver's Form* must be completed by any volunteer driving on behalf of the church.

Whether the vehicle belongs to the parish, a volunteer, or is rented, make sure there is adequate insurance coverage for the vehicle. Do not overload the vehicles. Make sure that there are enough seat belts for every passenger in the vehicle. Do not allow students to drive. All drivers must be 21 years of age or over to transport students to and from activities. Situations do arise where the availability of parish approved drivers for offsite activities is inadequate. Often, the best and only solution is to have parents/guardians responsible to take and pick up the youth member from the activity site.

Preventative Maintenance

To ensure that all Diocesan vehicles are being adequately maintained, a preventative maintenance program should be instituted. The groundwork for a good preventative maintenance system usually starts with the manufacturer's recommendations concerning necessary maintenance and the time or mileage at which it should be performed. This should provide some assurances that the vehicle is in good operating condition, as well as to receive the most economical service from the vehicle. Thorough records should be kept on each vehicle for all repairs and routine maintenance work. Also, a formal periodic inspection should be made of the vehicle and a record kept of such inspections. Additionally, each vehicle should be inspected on a daily basis by the operator before and after operation of the vehicle.

EMPLOYEE DRIVER FORM

Driver

Name _____ Date of Birth _____
Address _____ Phone # _____
Driver's License # _____ Date of Expiration _____

Vehicle That Will Be Used

Name of Owner _____ Model of Vehicle _____
Address of Owner _____ Make of Vehicle _____
License Plate # _____ Year of Vehicle _____
Date of Expiration _____
Registration Expiration Date _____

If more than one vehicle is to be used, the aforementioned information must be provided for each vehicle.

Insurance Information

When using a privately-owned vehicle, the insurance coverage is the limit of the insurance policy covering that specific vehicle.

Insurance Company _____ Policy # _____
Date of Policy Expiration _____ Liability Limits of Policy* _____

(*Please note: The minimal, acceptable liability limit for privately-owned vehicles is \$100,000/\$300,000)

Please list all accidents and moving violations you have had in the last three years:

Certification

I certify that the information given on this form is true and correct to the best of my knowledge. I agree that I will refrain from using a cell phone or any other electronic device while operating my vehicle.

Signature

Date

VOLUNTEER DRIVER FORM

Name of Driver: _____

Address: _____

Driver's License #: _____ State Issued: _____

Year, Make & Model of Vehicle: _____

Insurance Company's Name: _____

Liability Limits: _____

(Minimum Limits of \$100,000/\$300,000 Required)

Please provide a copy of Proof of Insurance for our files.

In order to provide for the safety of those we serve, we must ask each volunteer to answer the following questions:

	<u>TRUE</u>	<u>FALSE</u>
1. I have NOT had a conviction for an infraction involving drugs or alcohol (such as driving under the influence or driving while intoxicated) in the last three years.	_____	_____
2. I have NOT had two or more convictions for an infraction involving drugs or alcohol (such as driving under the influence or driving while intoxicated) in the last seven years.	_____	_____
3. I have had no more than three moving violations or accidents in the last three years.	_____	_____

Please be aware that as a volunteer driver, your insurance is primary. Thank you for helping us with our transportation needs.

Certification

I certify that the information given on this form is true and correct to the best of my knowledge. I understand driving for Church ministry is a profound responsibility and I will exercise extreme care and due diligence while driving. I understand that as a volunteer driver, I must be 21 years of age or older, possess a valid driver's license, have the proper and current license and vehicle registration, and have the required insurance coverage in effect on any vehicle. I agree that I will refrain from using a cell phone or any other handheld electronic device while driving my vehicle.

 Volunteer Driver Signature

 Date

EMPLOYEE SAFETY

EMPLOYEE SAFETY

Maintaining the safety and well-being of employees should be a goal of our churches. To achieve this goal, employees must also be committed to practicing safe work habits and maintaining safety awareness. All too often, accidents occur as a result of unsafe working conditions, unsafe equipment, and unsafe actions of employees. Good housekeeping and organization are essential in all work areas. Maintain equipment in safe operating condition. Provide and require personal protective equipment to be worn when appropriate. Assure that employees have received training when recommended.

Employees under the age of 18 should not be allowed to perform dangerous work activity. Additional information and various links concerning youth labor are available at:
www.dol.gov/dol/topic/youthlabor/hazardousjobs.htm.

Employees should know to report any unsafe actions, conditions, or equipment immediately to administration. A supportive administration is essential for an effective safety program.

Any time an accident or near accident occurs, regardless of whether or not an injury occurred, complete an *Accident Investigation Report* and place it with your files. This report should be completed to determine what caused the event and what can be changed or implemented to reduce or eliminate the likelihood of recurrence. This also can be completed in conjunction with your first report sent to your workers' compensation insurer.

Falls, being struck by or against an object, and lifting are the three most common causes of injury to parish employees.

REDUCE YOUR RISK OF FALLS

Wear appropriate shoes for the work you do and for the walking surfaces you may encounter. This is essential for maintenance personnel, who should wear shoes with slip-resistant soles. If a slippery walking surface cannot be avoided, practice safe walking. Do not hurry, take short, controlled steps, always use handrails when available, and never carry loads which could obstruct your vision. Know how to safely use ladders and scaffolds.

STEPS TO REDUCE IMPACT ACCIDENTS

Being more alert to potential hazards is vital. For staff and administrators, impact injuries occur around storage rooms with overhead supplies. Maintenance employees should know how to operate equipment safely, and the equipment should be in good condition. Appropriate equipment guards should be in place. When working around or with hazardous equipment, employees should wear safety goggles, gloves, or other appropriate protective equipment.

LIFTING TECHNIQUES

All employees are exposed to potential back injuries regardless of their work duties. Recent studies show back strain injury is by far the most costly of all Workers' Compensation claims. This study

indicated approximately 30 percent of all Workers' Compensation claims are from back injuries, but back injuries account for over half of all Workers' Compensation costs in lost work time and medical payments.

Being safety-minded and knowing proper lifting techniques will reduce your risk of injury. Never lift more than what can be done easily. Otherwise, get mechanical help or a co-worker to assist you. Keep your back straight and never twist when lifting or carrying. Back belts with shoulder straps are being used more by workers exposed to back injuries. The belts can help restrict you from lifting improperly and also provide a continued reminder to be safety-minded when lifting.

Be safe, not sorry. Accidents can happen at any time. However, practicing safety awareness and using safety sense can eliminate the majority of injuries. Be alert to hazards and take precautions to protect yourself from being injured.

Catholic Mutual Group can provide safety materials to assist you in implementing recommended policies and procedures to improve the safety of all employees.

WORKERS' COMPENSATION

Every state has distinct and specific statutes regarding injuries sustained by employees during their scope of employment. As with liability and automobile claims, the individual's well-being should be the first order of business. After necessary medical treatment has been rendered, obtain all relevant facts pertaining to the accident. Do not assess whether an employee's alleged injury is work-related or not. A First Report of Injury needs to be fully completed to allow claim handling. Unnecessary delays in reporting of Workers' Compensation claims can have serious ramifications.

If an employee is injured, first determine if the person needs medical assistance. If so, contact the ambulance or emergency rescue team. Second, complete your state's First Report of Injury Form in as detailed a manner as possible, photocopy, and submit to your Workers' Compensation insurer.

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ACCIDENT INVESTIGATION REPORT

I. Identification of the Accident:

Name of Injured: _____

Date of Accident: _____

Time of Accident: _____

Location of Accident: _____

II. Nature of Injury:

Exact part of body affected and type of injury:

Description of HOW and WHY accident occurred:

Names of witnesses: _____

III. Accident Prevention Information:

Equipment, tool, or item causing injury: _____

Was accident caused by failure to use or observe safety practices, policies, or regulations?

IV. Corrective Action:

What corrective action can be done to prevent a recurrence of this accident/injury?

Comments/Recommendations (by Safety Committee, Safety Director, or Supervisor):

Person(s) responsible for corrective action: _____

Safety Director/Manager Review: _____

Signed

Date

(Revised 9/2018)

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WORKPLACE SAFETY SURVEY

This survey identifies hazards, equipment, and procedures which affect your employees' on-the-job injuries and exposures. Use the survey as a guide to establish safer working conditions at your facility.

ITEMS REVIEWED

- Trip and fall exposures
- Condition of power equipment, tools, and motorized vehicles
- Maintenance procedures for power equipment, tools, and motorized vehicles
- Training procedures on power equipment, tools, and motorized vehicles
- Condition of area(s), storage of equipment, walking surfaces and work areas
- Training in proper lifting techniques
- Carts and dollies provided for movement of large items
- Equipment and tools inspected for defects before use
- Personal protective equipment provided (i.e. gloves, safety glasses, goggles, slip resistant shoes, safety belts, etc.)
- Condition of ladders and scaffolding
- Power equipment and machines provided with safety guards (i.e. saws, drills, mowers, etc.)
- Low hanging objects provided with pads (i.e. pipes, fixtures, etc.)
- Proper insulation for hot and/or cold pipes, furnaces, etc.
- Proper use and storage of toxic substances (i.e. lawn chemicals, fertilizers, pest control poisons, etc.)

Comments _____

Completed by _____ Date _____

(Revised 12/2018)

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LEADING CAUSES OF ON-THE-JOB INJURIES

Every day, thousands of workers suffer on-the-job injuries. An alarming fact is that most of these injuries are preventable. An important first step in reducing your chance of an injury is knowing the leading causes and then learning how to protect yourself against them.

1. **FALLS** - The leading cause of on-the-job injuries within the Catholic Church is falls. To avoid falls, always look where you are walking! Never carry an object that blocks your view. Employees should wear shoes appropriate for their working conditions, preferably slip resistant shoes, always maintain firm footing and avoid hurrying. Take short controlled steps if you can't avoid a slippery walking surface. Learn to safely use ladders and scaffolding. Always use handrails on stairs. Keep all areas adequately lighted. Keep floor storage organized and limited.
2. **IMPACT ACCIDENTS** - The second leading cause of on-the-job injuries is being hit by or hitting an object. The best way to avoid an impact injury is to be alert to potential hazards, especially when using any tools. Avoid or take extra precautions around work site and storage areas involving overhead hazards. Maintain safe shelves and stack storage. When appropriate, wear personal protective equipment such as hard hats, safety glasses and/or work gloves to reduce injury potential.
3. **PHYSICAL OVERLOAD** - This includes lifting too much, lifting improperly, straining, over reaching, bending, twisting, or otherwise making our bodies go in ways they are not designed to go. In order to avoid physical overload, learn and *use* proper lifting techniques. Always assess the weight of an object before lifting to assure it is not too heavy. Whenever possible, use mechanical help and/or a co-worker to assist you. Get close to the object with one foot alongside the object and one behind. Never bend or twist while lifting or carrying.
4. **EQUIPMENT ACCIDENTS** - Another leading cause is equipment/machine related accidents--- getting caught, cut, or pinched by moving parts. Never work on or with any equipment or machinery you have not been trained to safely operate or repair. When working around moving parts, remove jewelry and do not wear loose fitting clothing. Always utilize applicable safety guards, shields and covers. Always shut off and unplug equipment before cleaning or repairs.

BE SAFE, NOT SORRY!

Accidents can happen anywhere at any time. However, by using safety sense, the majority of injuries can be eliminated. Be alert to hazards and learn how to protect yourself from being injured and disabled.

(Revised 12/2018)

WRONGFUL TERMINATION

WRONGFUL TERMINATIONS

For many years, employers enjoyed protection from Wrongful Termination claims based on the Employment-at-Will doctrine. Employees who did not have a separate, individual written contract or collective bargaining agreement were considered to be employed at the will of the company, and therefore, subject to termination at any time with or without cause. There has been significant deterioration of the doctrine of Employment-at-Will. Due to the litigious nature of our society and the growing sophistication of the workforce, claims and litigation have increased regarding human resource issues involving alleged employee wrongful termination and/or discrimination.

Specific procedures should be in place and followed prior to terminating any employee whether or not an employment contract is used. Pastors, principals, managers and supervisors can take the following steps to avoid Wrongful Termination losses.

- Standard job applications, performance evaluations, and probation/disciplinary procedures should be used with all employees.
- Before hiring, conduct thorough interviews, check references, and as appropriate for the position, the following background checks should be conducted: criminal, vehicle operation, and credit.
- After hiring, put all employment matters (positive, negative and neutral), in writing.
- Give a copy of personnel policies to each employee and obtain a signed acknowledgement of receipt.
- Write a job description for each position and make sure each employee has a copy of his or her own job description.
- Conduct routine performance evaluations. Throughout the year, discuss any problems with the employee and give him or her the opportunity to improve in the deficient area. *All problems should be documented and placed in the employee's personnel file.*
- Develop and use written termination procedures.
- Catholic Mutual's insurance coverage requires a designated contact (i.e. qualified attorney, Arch/Diocesan Human Resource Employee) to be contacted *prior* to any employee termination.

Law changes across the country illustrate the need for developing and using personnel policies. For example, Title I under the employment section of the "Americans with Disabilities Act" (ADA) deals with discrimination against a qualified individual having a disability. This would apply to all aspects of the employment process, such as hiring, advancement, and training. Another example would be California's requirement of employers to instruct each employee in the physical hazards of his or her job and in how these hazards might be avoided. In order to comply with this law, employers must first know whom they employ and have the specific job description for each position. This change in California's state law could be easily adopted by other states. Therefore, the sooner proper risk management procedures are implemented, the better.

YOUTH PROGRAMS/FIELD TRIPS

YOUTH PROGRAMS/FIELD TRIPS

Youth group activities can present a wide range of loss exposures. First and foremost is the need to have pre-screened adult supervision for all youth group activities and outings. One-on-one contact with a youth and adult and with the youth themselves should be avoided. This is especially important in "at risk" situations (i.e. overnight field trips, non-public areas, etc.).

Field trip permission and release forms and, if applicable, driver screening forms, should be utilized for all off-site functions. All volunteers and chaperone drivers must be at least 21 years of age. In some situations, it may be recommended *not* to have your church responsible for providing transportation to an off-site location. In these cases, it should be the parents' responsibility for taking and picking up their child from the activity site/function.

Steps to Safe Youth Activities

Supervision

It is important that there is proper supervision of the young adults. Make sure that the ratio between staff and youth is adequate and that chaperones actually chaperone. Never leave a youth alone whether it is after an event or after the youth meeting. Make sure that all youths are picked up before chaperones or teachers leave the premises. Never place yourself in an indefensible position due to a lack of common sense.

Communication

Make sure that parents are aware of the when, where and how of an activity through written communication. Listen to the concerns of parents. It is also wise to develop policies on how to respond in given situations.

Transportation

Whether the vehicle belongs to the parish, a volunteer, or is rented, make sure there is adequate insurance on the vehicle(s). Do not overload the vehicles. Make sure that there are enough seat belts for every passenger in the vehicle. Do not allow students to drive. All drivers must be 21 years of age or over to transport students to and from activities. Situations do arise where the availability of parish approved drivers for offsite activities is inadequate. Often, the best, and only solution is to have parents/guardians responsible to take and pick up the youth member from the activity site.

Planning

Make sure that all events are planned in detail and that everyone knows their part in the event. Transportation requirements are a very important part of your planning.

Training

Make sure that applications are used to screen both paid and volunteer persons and check references and backgrounds of individuals. Someone, either paid or volunteer, should have some Emergency First Aid training during any activity.

Documentation

Written records should be kept of all activities, including the where, what and when of the activity. Permission slips for all field trips and insurance forms on all vehicles should be kept for future reference. Accident reports should be filed immediately after any incident.

Avoidance

Youth activities should avoid inherently dangerous activities (i.e. hot air ballooning, skiing, inner tubing, white water rafting, boating, skydiving, ropes courses, etc.) to limit the liability exposure. When your common sense creates doubt, contact Catholic Mutual. Never allow drugs or alcohol during youth activities.

In summary, the 10 steps to a safe Youth Activity are as follows:

- 1) Maintain good documentation.
- 2) Screen and train your staff.
- 3) Provide adequate staffing for the activity.
- 4) Be prepared and know how to respond to an emergency.
- 5) Avoid inherently dangerous activities.
- 6) Continuously provide close supervision.
- 7) Do not overcrowd a vehicle.
- 8) Do not allow a student to drive. All drivers must be at least 21 years of age.
- 9) All vehicle occupants must have and use seat belts
- 10) Always use permission slips.

The following pages contain applicable risk management information and field trip forms.

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Field Trip *Risk Management Information*

The purpose of the enclosed information is to provide sample forms and procedures to minimize the exposures created by participation in field trips.

In addition to completion of the enclosed forms, all participating adults should be screened and complete all safe environment requirements.

- I. Field Trip (Statement of Policy)
- II. Liability Waiver (Adult)
- III. Parental/Guardian Consent Form and Liability Waiver
- IV. Transportation Policy
- V. Driver Information Sheet

Remember that these forms are only samples or drafts that can be adapted for use in your particular Arch/Diocese. Review by legal counsel is recommended to ensure that wording is appropriate and valid in your jurisdiction.

Thank you for your interest and concern regarding these important issues. If you have any questions or need additional information, please feel free to call the Risk Management Department at (800) 228-6108.

FIELD TRIP

STATEMENT OF POLICY

The (Arch)Diocese of _____ and/or _____ Parish/School recognizes the importance and value of trips for educational field study and approves of these visits to places of cultural or educational significance to further enrich the lessons of the classroom. This policy permits principals and/or assistants/vice principals to approve of field trips during normal school hours on a single school day. However, if out-of-state field trips, or any field trips to foreign countries are planned, these must have the ultimate approval of the (Arch)Diocese and/or school board. The following regulations should be taken into consideration when any field trips are being planned. They are as follows:

1. Adequate supervision by qualified adults, including one or more employees of the (Arch)Diocese and/or school.
2. Waivers by all adults and all parents/guardians of students taking any field trip of all claims against the (Arch)Diocese and/or the school for injury, accident, illness or death occurring during, or by reason of the field trip.
3. Proper insurance for students, personnel, and equipment. Any children and chaperones registering for a field trip should be able to show evidence of medical/health insurance for any accidents/bodily injury sustained on a field trip. If necessary, group accident insurance can be tailored and written on an event-specific basis. Please consult your Member Services Representative at Catholic Mutual Group if you have any questions. In addition, anyone bringing special equipment or gear from home for the benefit of the field trip should be advised that they are responsible for providing insurance in the event of damage, theft or other unforeseen circumstances.
4. If a fee is charged for the field trip, a contingency should be made for any student member who cannot afford the trip. Ideally, a student(s) should not be excluded because of lack of funds.
5. Inclusion of a proper first aid kit and fire extinguisher.
6. Permission in a written form from each student's parent or legal guardian to provide medical treatment if necessary.

Finally, to ensure the desired outcome of such field trips, teachers should prepare the students for the place that is to be visited and the things that are to be seen. Additionally, an advance visit should be made to the site of the field trip by the teacher so that any and all unforeseen circumstances, situations, and/or events could be properly planned for; so that any difficulties would be minimized.

FIELD TRIP

ADULT LIABILITY WAIVER

Each adult participant, including group leaders and chaperones, must sign this form.

RELEASE OF LIABILITY

I, _____, agree on behalf of myself, my heirs, assigns,
Full Name
executors, and personal representatives, to hold harmless and defend
, _____ its officers, _____
Parish/School (Arch) Diocese
directors, agents, employees, or representatives associated with the
field trip from any and all liability claims, loss or damage arising from
or in connection with my participation in the field trip.

Signature

Date

Print Name

FIELD TRIP

MEDICAL INFORMATION AND PARENTAL/GUARDIAN CONSENT FORM/LIABILITY WAIVER

Participant's name: _____

Date of birth: _____ Sex: _____

Parent/Guardian's name: _____

Home address: _____

Home phone: _____ Business phone: _____

I, _____ grant permission for my child, _____
Parent or guardian's name Child's name

to participate in this parish/school event that requires transportation to a location away from the parish/school site. This activity will take place under the guidance and direction of parish/school employees and/or volunteers from _____.
Name of parish/school

A brief description of the activity follows:

Type of event: _____

Date of event: _____

Destination of event: _____

Individual in charge: _____

Estimated time of departure and return: _____

Mode of transportation to and from event: _____

As parent and/or legal guardian, I remain legally responsible for any personal actions taken by the above named minor ("participant").

I agree on behalf of myself, my child named herein, or our heirs, successors, and assigns, to hold harmless and defend _____, its officers, directors,

Name of Parish/School

employees and agents, and the Arch/Diocese of _____, its employees and agents, chaperones, or representatives associated with the event, from any claim arising from or in connection with my child attending the event or in connection with any illness or injury (including death) or cost of medical treatment in connection therewith, and I agree to compensate the parish/school, its officers, directors and agents, and the Arch/Diocese of _____, its employees and agents and chaperones, or representative associated with the event for reasonable attorney's fees and expenses which may incur in any action brought against them as a result of such injury or damage, unless such claim arises from the negligence of the parish/school or the Arch/Diocese of _____.

Signature: _____ Date: _____

MEDICAL MATTERS: I hereby warrant that to the best of my knowledge, my child is in good health and I assume all responsibility for the health of my child. (Of the following statements pertaining to medical matters, sign only those that are applicable.)

Emergency Medical Treatment: In the event of an emergency, I hereby give permission to transport my child to a hospital for emergency medical or surgical treatment. I wish to be advised prior to any further treatment by the hospital or doctor. In the event of an emergency, if you are unable to reach me at the above numbers, contact:

Name & relationship _____
Phone: _____
Family doctor: _____ Phone: _____
Family Health Plan Carrier: _____ Policy #: _____
Signature: _____ Date: _____

Other Medical Treatment: In the event it comes to the attention of the parish/school, its officers, directors and agents, and the Arch/Diocese of _____, chaperones, or representatives associated with the activity, that my child becomes ill with symptoms such as headache, vomiting, sore throat, fever, diarrhea, I want to be called collect (with phone charges reversed to myself).

Signature: _____ Date: _____

Medications: My child is taking medication at present. My child will bring all such medications necessary and such medications will be well-labeled. Names of medications and concise directions for seeing that the child takes such medications, including dosage and frequency of dosage, are as follows:

Signature: _____ Date: _____

No medication of any type, whether prescription or non-prescription, may be administered to my child unless the situation is life-threatening and emergency treatment is required.

Signature: _____ Date: _____

I hereby grant permission for non-prescription medication (i.e. non-aspirin products such as acetaminophen or ibuprofen, throat lozenges, cough syrup) to be given to my child, if deemed appropriate.

Signature: _____ Date: _____

Specific Medical Information: The parish/school will take reasonable care to see that the following information will be held in confidence.

Allergic reactions (medications, foods, plants, insects, etc.): _____

Immunizations: Date of last tetanus/diphtheria immunization: _____

Does child have a medically prescribed diet? _____

Does child have any physical limitations? _____

Is child subject to chronic homesickness, emotional reactions to new situations, sleepwalking, bedwetting, fainting? _____

Has child recently been exposed to contagious disease or conditions, such as mumps, measles, chicken pox, etc.? If so, list date and disease or condition: _____

You should be aware of these special medical conditions of my child: _____

FIELD TRIP

TRANSPORTATION POLICY

Commercial carrier or contracted transportation is the most desirable method to be used for field trips and, whenever possible, this mode of transportation should be provided. The use of private passenger vehicles is discouraged and should be avoided if at all possible. If commercial carriers are used (i.e. commercial airlines, trains, or buses), no further information is required. However, if transportation is contracted, signed contracts should be executed with an appropriate hold harmless agreement protecting the parish/school and the (Arch)Diocese. Also, contracted carriers should provide proof of insurance with minimum limits of liability of \$2,000,000 CSL (Combined Single Limit).

Leased Vehicles

If a vehicle is leased, rented, or borrowed to transport participants to and from the event, appropriate insurance should be obtained. Coverage can be purchased through the rental company or your local agent. If auto coverage is provided through Catholic Mutual, contact should be made with your Member Services Representative. **COVERAGE CANNOT BE AUTOMATICALLY ASSUMED FOR LEASED, RENTED, OR BORROWED VEHICLES.**

Private Passenger Vehicles

If a private passenger vehicle must be used, then the following information must be supplied and this information must be certified by the driver in question.

1. The driver must be 21 years of age or older.
2. The driver must have a valid, non-probationary driver's license and no physical disability that could in any way impair his/her ability to drive the vehicle safely.
3. The vehicle must have a valid and current registration and valid and current license plates.
4. The vehicle must be insured for the following minimum limits: \$100,000 per person/\$300,000 per occurrence.

A signed **Driver Information Sheet** for each driver must be obtained prior to the field trip. Each driver and/or chaperone should be given a copy of the approved itinerary including the route to be followed and a summary of his/her responsibilities.

Distance Limitations (For non-contracted transportation)

1. Daily maximum miles driven should not exceed 500 miles per vehicle.
2. Maximum number of consecutive miles driven should not exceed 250 miles per driver without at least a 30 minute break.

DRIVER INFORMATION SHEET

Driver

Name: _____ Date of Birth: _____
Address: _____ Home Phone: _____
_____ Cell Phone: _____
Driver's License#: _____ Date of Expiration: _____

Vehicle That Will Be Used

Name of Owner: _____ Model of Vehicle: _____
Address of Owner: _____ Make of Vehicle: _____
_____ Year of Vehicle: _____
License Plate #: _____ Date of Expiration: _____

If more than one vehicle is to be used, the aforementioned information must be completed for each vehicle.

Insurance Information

Insurance Company: _____ Liability Limits of Policy*: _____
*(*Please note: The minimal, acceptable liability limit for privately-owned vehicles is \$100,000/\$300,000)*

In order to provide for the safety of our students or other members of the parish/school and those we serve, we must ask each volunteer driver to answer the following questions:

- | | <u>True</u> | <u>False</u> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|--------------|
| 1. I have NOT had a conviction for an infraction involving drugs or alcohol (such as driving under the influence or driving while intoxicated) in the last 3 years? | _____ | _____ |
| 2. I have NOT had two or more convictions for an infraction involving drugs or alcohol (such as driving under the influence or driving while intoxicated) in the last seven years? | _____ | _____ |
| 3. I have had no more than three moving violations or accidents in the last three years? | _____ | _____ |

Please be aware that as a volunteer driver, your insurance is primary.

Certification

I certify that the information given on this form is true and correct to the best of my knowledge. I understand driving for Church ministry is a profound responsibility and I will exercise extreme care and due diligence while driving. I understand that as a volunteer driver, I must be 21 years of age or older, possess a valid driver's license, have the proper and current license and vehicle registration, and have the required insurance coverage in effect on any vehicle used to transport students. I agree that I will refrain from using a cell phone or any other electronic device while operating my vehicle.

Signature

Date

CLAIM REPORTING PROCEDURES

CATHOLIC MUTUAL GROUP CLAIM REPORTING PROCEDURES

Many times a day, incidents take place across the country. A fire erupts, an auto accident occurs, a guest on your property trips and falls, an employee is injured, or a natural disaster strikes. Would you know what steps to take in order to minimize injury or damage?

In all these instances, a telephone call to Catholic Mutual Group should be made as soon as possible. All incidents, no matter how small, should be reported. If in doubt, report the loss. Prompt reporting allows for better claim handling, which will help keep all parties satisfied. Delayed or late reporting tends to cause people to feel ignored, hampers investigations, and makes for very difficult claim handling.

Catholic Mutual has a toll-free number (1-800-228-6108) for reporting claims. This number operates 24 hours a day. In the event of an emergency, after working hours, or on weekends, an emergency number is provided when the toll-free number is called.

PROPERTY LOSS

In case of a loss to your building or contents, please give immediate notice to Catholic Mutual. Appropriate steps should be taken to protect your property from further damage. If it is necessary to make emergency repairs, document these repairs by obtaining photographs and itemized bills.

After notification to Catholic Mutual, a determination will be made as to whether an adjuster will be sent to the loss location. If an adjuster will not be sent, the Catholic Mutual representative that the claim was reported to will give you further instructions on the processing of your claim and what information and documentation will be needed to conclude your claim on a timely basis.

If an adjuster is to be sent, the adjuster will assist you in the further handling of your claim. The adjuster will give you step-by-step instructions on the necessary information and documentation needed for your claim. It would be very beneficial to have available for review by the adjuster all the items damaged, along with any repair estimates you may have secured. Generally, providing as much information as possible will allow your claim to be processed as expeditiously as possible.

LIABILITY CLAIMS

Most liability claims involve accidents of visitors to your premises. If it is reported that someone is injured on your property, first determine if the person requires medical attention. If so, immediately contact the ambulance or emergency rescue team. Second, obtain all necessary identification information from the involved party and a brief account of the accident. If this injury involves a student, immediately contact his or her parent or guardian as noted on the Health Form and Medical Release. Third, identify witnesses and obtain their names, addresses and telephone numbers. Fourth, observe the area in question. Take photographs and preserve any evidence that may have been involved with the accident. Finally, photocopy and complete, in as much detail as possible, the Incident Report Form located on the next page and submit it to Catholic Mutual.

Always be courteous and interested in the person making the claim. Do not make any judgments regarding liability (i.e. admission or denial of liability) or commitment to the payment of bills. Inform the individual that you will notify Catholic Mutual and that a Catholic Mutual representative will be in contact with him or her as soon as possible. **IT IS IMPORTANT THAT YOU DO NOT DISCLOSE TO ANYONE THE LIMITS OF LIABILITY YOU ARE CARRYING.**

If you should be approached by anyone other than your adjuster, do not give that person a statement or deposition; simply refer that person to your adjuster.

If you are served a summons, refer this promptly to your adjuster because each Summons contains a deadline.

INCIDENT INVESTIGATION REPORT FOR INJURIES

Complete this report for all incidents/injuries. (Also, complete this report for near-miss incidents/injuries). This report is for information only. All claims should be reported immediately to Catholic Mutual Group at (800) 228-6108. Please read each question carefully and answer all questions as completely as you can. Please do not leave any blanks, unless the question does not apply.

Name of Injured Person: _____ Phone: _____

Complete address: _____

Names of Witnesses and their complete addresses and phone numbers:

Describe the Incident: (State what the individual was doing and all circumstances leading up to the incident. Try to reconstruct the chain of events leading up to the incident/injury. Be specific.)

Who was involved? _____

What took place? _____

When did it occur? Date _____ Hour of incident _____ AM PM

Where did it happen? _____

Why did it happen? _____

How did it happen? _____

Corrective Action:

1. In your opinion, was this incident preventable? Yes _____ No _____

2. If yes, state why. _____

3. What action have you taken or do you propose taking to prevent a similar incident from taking place?

Training:

Have you provided any training to prevent this incident? If not, describe training to be conducted.

Incident Investigation conducted by: _____

Signature of individual in charge

Date report prepared