

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is entered into and effective as of the _____ day of _____, _____, between Catholic Charities of Los Angeles, Inc., a California nonprofit public benefit corporation, 1531 James M. Wood Blvd., P. O. Box 15095, Los Angeles, California, 90015-0095 (the "Agency"), and

(Name of Contractor)

(Permanent Address and Phone Number of Contractor)

(SSN or Federal ID Number)

with reference to the following facts:

A. ***Mission Statement***

Catholic Charities is committed to manifesting Christ's spirit through collaboration with diverse communities, by providing services to the poor and vulnerable, by promoting human dignity, and by advocating for social justice.

Our mission reflects and affirms the cultural diversity of the entire human family in the Archdiocese and throughout the communities we serve. Serving the people of Los Angeles, Santa Barbara and Ventura counties.

B. The Agency provides social services and programs to the needy through its Centers for Adult and Community Services. The Agency is affiliated with Catholic Charities USA and adheres to the ethical norms and moral principles of Catholic Charities USA, which are incorporated into this Agreement by reference.

C. The Agency desires to retain the Contractor for the purpose of providing professional services as follows:

D. Contractor desires to perform professional services for the Agency in this

connection.

NOW THEREFORE, the parties agree:

1. DUTIES OF CONTRACTOR

(A) Contractor shall render professional services as are customarily performed by

(State specific professional capacity)

and shall only perform such professional services as are permitted within Contractor's experience and expertise and where applicable, contractor's license. In this connection, Contractor shall provide to the Agency such professional services relative to the Agency's services and programs as the Agency may from time to time require. Contractor shall work diligently and use his/her best efforts to perform the following duties and responsibilities in rendering such professional services:

(1)

(2)

(3)

(4)

2. **OUTCOME OBJECTIVES** (Only for contractors who provide direct service to clients)

The outcome objectives listed below shall be achieved within the timeframe established within each objective and jointly agreed to by the Agency and Contractor:

(A) _____

(B) _____

(C) _____

(D) _____

3. **QUALITY OF SERVICE REVIEWS** (for contractors who provide direct service to clients)

In compliance with standards set by the Council on Accreditation of Services for Families and Children, the Agency has established a procedure to assure the quality of work provided by independent contractors who provide direct service to clients. On a quarterly basis, a CQI Quality of Service Review will be conducted by the Agency to assess the work of the contractor. The review will include an assessment of reasonable progress on the Outcome Objectives established jointly by the Agency and Contractor. If case records are a part of the contractor's responsibility, the adequacy of this documentation will be part of the review. The contractor will receive a copy of each review from the Agency representative responsible for the program to which the contractor provides services. If the review indicates that the services provided do not meet the agency's standard of care for persons served, the contractor must complete an Action Plan to correct deficiencies within 3 weeks and return it to the Agency representative. The quarterly reviews begin 90 days following the commencement of work by the contractor.

4. **AGENCY ASSISTANCE**

At Contractor's request, the Agency agrees to furnish such advice, information, and full cooperation as Contractor may reasonably require concerning his/her performance of the professional services specified hereunder.

5. **LICENSES**

At all times while this Agreement is in effect, the Contractor shall, when required by law, have and maintain a valid and current professional license, as appropriate, issued by the

(State name of relevant governmental agency)

and shall provide the Agency with documentation attesting to the status of his/her license. The Contractor hereby represents that he/she presently holds the License No.:

(State "NA" if not applicable)

for the practice of:

(State name of profession as designated by relevant government agency)

in the State of California.

6. **DOCUMENTATION for BILLING/OTHER PURPOSES**

When requested by the Agency, the Contractor shall promptly prepare and submit to the Agency appropriate documentation and reports, in form and substance as specified by the Agency, for purposes of the Agency's billing - including invoices for payment in a form acceptable to the Agency - and for reporting outcomes and client statistics, as applicable.

7. **COMPLIANCE WITH RULES AND NORMS**

In performing professional services hereunder, Contractor (a) shall at all times comply with all applicable laws, rules, standards, regulations, codes of conduct and orders of any applicable government authority, and (b) shall not do anything inconsistent with, contrary to, or in violation of the ethical norms or moral principles adopted and adhered to by the Agency and Catholic Charities USA.

8. **TERM**

(A) The effective date for the completion of the services rendered under this Agreement shall be _____.

(B) This Agreement may be terminated at any time and for any reason whatsoever, and for no reason, upon thirty (30) days written notice from either party to the other. This Agreement may be terminated by the Agency immediately upon written notice to Contractor for any breach of this Agreement. (See Exhibit F "Notice of Termination of Independent Contractor Agreement") In addition, if the Contractor is convicted of any crime or offense, is guilty of misconduct in connection with performance hereunder, or breaches any provisions of this Agreement, the Agency at any time may terminate this Agreement immediately and without prior written notice to the Contractor. This Agreement shall terminate immediately in the event of the death of the Contractor.

9. **FEES**

(A) Contractor shall be paid in accordance with the following schedule:

\$ _____ Hourly

\$ _____ Monthly

\$ _____ Percent of Fees Collected

(B) Any additional compensation beyond that agreed to in Section 9(A) (i.e., reimbursement for expenses, overruns) must be agreed to in writing, in advance of incurring the expense.

(C) The maximum fees that shall be paid in compensation for services rendered under this Agreement shall be

(Dollar amount must be filled in above)

(D) Fees hereunder shall be paid only for fully completed projects, in which Contractor has prepared and submitted to the Agency the appropriate documentation, in form and substance as specified by the Agency.

(E) In the event this Agreement is terminated, Contractor shall not be entitled to any fee in connection with work or services which have not yet been performed.

10. STATUS OF CONTRACTOR

(A) It is the intent of the parties that the relationship established under this Agreement is that of an Independent Contractor. Therefore, subject to Paragraph 2 hereof, Contractor shall have complete discretion in deciding the manner, means and methods of performing any services under this Agreement, contractor is and shall at all times be acting and performing his/her duties in accordance with his/her own judgment and discretion in respect of how he/she shall render professional services. Except to the extent Paragraph 2 hereof is applicable, the Agency shall neither have nor exercise any control or discretion over the methods by which Contractor performs his/her work and services, nor shall the Agency have the right to interfere with such freedom of action or prescribe rules or otherwise control or direct the manner in which such services are performed. The sole interest of the Agency in the services performed by Contractor is that such services be performed in a legal, professional, competent, efficient, and satisfactory manner, consistent with the Agency's ethical norms and moral principles. Nothing in this Agreement shall be construed as requiring the Agency to contract any services or work to the Contractor or prevent the Agency from entering into similar agreements with others. The Contractor shall have no claim against the Agency hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

(B) Neither the Contractor nor his/her representatives, agents or employees shall under any circumstances be considered servants, agents or employees of the Agency. In accordance with the foregoing, the Agency shall not make any deduction with respect to Contractor, his/her representatives, agents or employees, for payroll taxes, contributions for unemployment or workers' compensation insurance, or old age pensions, annuities or other benefits which are customarily paid to an employee. Contractor shall indemnify and hold harmless the Agency from and against any and all taxes, fees or penalties assessed against the Agency as a result of the Agency's not making such deductions.

Contractor shall have sole and absolute obligation to provide for payment of all his/her own taxes, contributions for unemployment or workers' compensation insurance, or pensions, annuities, state disability insurance or other fees required by law. The Contractor will be responsible for obtaining his/her own policy for Workers' Compensation coverage and Liability Insurance. The Agency will provide Internal Revenue Form 1099 to the Contractor and will file Form 1099 with the Internal Revenue Service as required by law. Nothing contained herein shall cause the relationship between the parties to be that of employer and employee. Contractor shall not have the authority to obligate or bind the Agency to any contract, or obligation or undertaking whatsoever, and shall make no representation, either oral or in writing, except those expressly set forth in materials provided by the Agency.

Contractor shall have no authority to incur expenses on behalf of the Agency without the prior written consent of the Agency.

(C) This Agreement is in respect of professional service to be personally

performed by Contractor, as described in Paragraph 1 hereof; and Contractor may not assign, delegate or otherwise transfer the performance of such services to another person.

11. INSURANCE

Contractor acknowledges that the Agency is neither responsible, nor liable for any negligence or wrongdoing on the part of the Contractor, his/her servants, agents or employees, which may result in either personal or property damage or injury to any person or entity. In this regard, if at any time an asserted claim against the Agency is based on Contractor's negligence or willful misconduct, or that of his/her servants, agents or employees, Contractor shall indemnify, defend and hold Agency harmless from and against any and all claims, demands, suits, actions, liability, costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements), arising out of, resulting from, or incident to Contractor's or his/her agents', employees' or representatives' negligence or willful misconduct during the term of this Agreement.

12. NONDISCLOSURE

The Contractor acknowledges that during the engagement he/she will have access to and become acquainted with various processes, information, records and specifications owned or licensed by the Agency and/or used by the Agency in connection with the operation of its business including, without limitation, the Agency's programs and services, business processes, methods, lists, accounts and procedures ("Confidential Information/Trade Secrets"). The Contractor agrees that he/she will not disclose any of the Confidential Information/Trade Secrets, directly or indirectly, or use any of them in any

manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the Agency. All Confidential Information/Trade Secrets, including files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the Agency, whether prepared by the Contractor or otherwise coming into his possession, shall remain the exclusive property of the Agency. The Contractor shall not retain any copies of the Confidential Information/Trade Secrets without the Agency's prior written permission. If the Contractor is to provide direct services to Agency clients, Contractor agrees to become familiar with, and adhere to, Agency's HIPAA policy regarding confidentiality of client records and private health information. Upon the expiration or earlier termination of this Agreement, or whenever requested by the Agency, the Contractor shall immediately deliver to the Agency all such Confidential Information/Trade Secrets in his/her possession or under his/her control. The Contractor further agrees that he/she will not disclose his/her retention as an independent contractor or the terms of this Agreement to any person without the prior written consent of the Agency and shall at all times preserve the confidential nature of his relationship to the Agency and of the services hereunder. Confidential Information/Trade Secrets are provided in confidence and constitute trade secrets (as defined in the California Uniform Trade Secrets Act, California Civil Code Section 3426 et seq.) of the Agency. The Contractor acknowledges and agrees that the sale or unauthorized use or disclosure of any of the Agency's Confidential Information/Trade Secrets obtained by the Contractor during his/her relationship with the Agency constitutes unfair competition. The Contractor promises not to engage in any unfair competition with the Agency.

13. NON-RECRUITING COVENANT

The Contractor agrees that the Agency has invested substantial time and effort in assembling its present personnel. The Contractor agrees that for one (1) year following the termination of this Agreement, the Contractor will not directly or indirectly recruit, or attempt to recruit, any employee of the Agency or its affiliates, or induce or attempt to induce any employee of the Agency to terminate or cease employment with the Agency.

14. GENERAL PROVISIONS

(A) Arbitration.

All disputes between the Contractor and the Agency relating in any way to this Agreement or work performed under this Agreement (including, but not limited to, claims for breach of contract, tort, discrimination, harassment and any violation of federal or state law, regulation or constitution) ("Arbitrable Claims") shall be resolved by binding arbitration under the Federal Arbitration Act, in conformity with the procedures of the California Arbitration Act (Cal. Code Civ. Proc. § 1280 et seq., including § 1283.05 and all of the Act's other mandatory and permissive rights to discovery). In addition to any other

requirements imposed by law, the arbitrator selected shall be a retired California Superior Court Judge, or otherwise qualified individual to whom the parties mutually agree, and shall be subject to disqualification on the same grounds as would apply to a judge of such court. All rules of pleading (including the right of demurrer), all rules of discovery, all rules of evidence, all rights to resolution of the dispute by means of motions for summary judgment, judgment on the pleadings and all other dispositive motions, and judgment under Code of Civil Procedure § 631.8 shall apply and be observed. Resolution of the dispute shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis other than such controlling law. The arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of an arbitrator, which immunity supplements any other existing immunity. Likewise, all communications during or in connection with the arbitration proceedings are privileged in accordance with Cal. Civil Code § 47(b). As reasonably required to allow full use and benefit of this agreement's modifications to the Act's procedures, the arbitrator shall extend the times set by the Act for the giving of notices and setting of hearings. Awards shall include the arbitrator's written reasoned opinion. The Parties understand and agree to this binding arbitration provision, and both the Contractor and the Agency give up their right to trial by jury of any claim they may have against each other. Notwithstanding the foregoing, the Contractor Agrees that the Agency shall be entitled to apply to any proper injunction from the Superior Court, including but not limited to temporary, preliminary, final injunctions, temporary restraining orders, and temporary protective orders, to enforce the covenants contained in Paragraph 13 of this Agreement.

(B) Further Documents.

Each party shall execute and deliver all such further instruments, documents, and papers, and shall perform any and all acts necessary to give full force and effect to all of the terms and provisions of this Agreement.

(C) Successors and Assigns.

Except where expressly provided to the contrary, this Agreement, and all provisions hereof, shall inure to the benefit and be binding upon the parties hereto, their successors in interest, assigns, administrators, executors, heirs and devisees.

(D) Severability.

If any provision of this Agreement, as applied to any party or to any circumstance, shall be held to be void, invalid or unenforceable, the same shall in no way affect any other provision in any other circumstance, or the validity or enforceability of this Agreement.

(E) Notices.

All notices or demands shall be in writing and shall be served personally, telegraphically or by express or certified mail at the address set forth below. Service shall be deemed conclusively made at the time of service if personally served, at the time that the telegraphic agency confirms to the sender delivery thereof to the addressee if served telegraphically, twenty-four (24) hours after deposit thereof in the United States mail, properly addressed and postage prepaid, return receipt requested, if served by certified mail. Any party may, by virtue of written notice in compliance with this paragraph, alter or change the address or the identity of the person to whom any notice, or copy thereof, is to be sent. Notice and /or communication under this paragraph should be given to the following as follows:

If to the Contractor:

If to the Agency:

(F) Waiver.

A waiver by any party of any of the terms and conditions of this Agreement in any one instance shall not be deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach thereof. Any party may waive any term, provision or condition included for the benefit of such a party.

(G) Construction.

This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts entered into and to be fully performed within the State. In all matters of interpretation, whenever necessary to give effect to any provision of this Agreement, each gender shall include the other, the singular shall include the plural, and the plural shall include the singular. The titles of the Paragraphs of this Agreement are for convenience only and shall not in any way affect the interpretation of any provision or condition of this Agreement. All remedies, rights, undertakings, obligations, and agreements contained in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation, or agreement of any party.

(H) Entire Understanding.

This Agreement contains the entire understanding of the parties hereto relating to the subject matter contained herein and supersedes all prior and collateral agreements, understandings, statements, and negotiations of the parties. Each party acknowledges that no representations, inducements, promises, or agreements, oral or written, with reference to the subject matter hereof have been made other than as expressly set forth herein. This Agreement cannot be changed, rescinded or terminated

orally.

(I) Attorney's Fees.

In the event of any litigation or arbitration between the parties hereto respecting or arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable legal fees.

(J) Place of Litigation.

Any litigation or arbitration between the parties shall occur exclusively in the County of Los Angeles, California.

(K) Injunctive Relief.

The rights and privileges granted to Contractor hereunder are of a special, unique, unusual, and extraordinary nature, which gives them a peculiar value, the loss of which cannot reasonably or adequately be compensated for in damages in an action at law. The breach by Contractor of any provision of this Agreement would cause the Agency irreparable injury and damage, the measure of which could not be adequately measured at law. The Agency shall be entitled, as a matter of right, to injunctive and other equitable relief to prevent the violation of any provision of this Agreement by Contractor. Neither this provision nor the exercise by the Agency of any of its rights hereunder shall constitute a waiver by the Agency of any other rights which it may have to damages or otherwise.

(L) Counterparts.

This Agreement may be executed in counterparts which, taken together, shall constitute the whole of the agreement as between the parties.

(M) Invalid Until Executed.

No legal rights will accrue to either party unless or until this Agreement shall have been fully executed.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date first written above.

"Contractor"

Corporate Director or Regional Director or
Program Director (that reports to the CAO)

Executive Director