Is Special Olympics taking a sizable role in leading the organization and conducting of the vaccination event? *Note: if the answer to this is “no,” then the event is being conducted by a third party and Special Olympics’ only role is to spread awareness about the vaccination event.*

Are you confident the hosting entity is reputable and will conduct a safe event for all involved, in compliance with Special Olympics’ protocol and all applicable local COVID-19 regulations?

Has Special Olympics been asked to provide volunteers or staff to administer the vaccination or provide any vaccine medical services during the proposed event? At this time, it is assumed that vaccination events are independent of Healthy Athletes events and as such, if you are considering combining the two, consult SOI Legal and Healthy Athletes Department before moving forward

Yes

No

(1)Follow Program's contract review procedures

(2) Negotiate favorable hold harmless and indemnification

 language. Use insurance representative as needed (American

 Specialty for US Programs)

(3) Have agreement reviewed from a legal and insurance

 perspective

(4) It is recommended that the contract is executed only after

 approval by local legal counsel and your insurance

 representative

 **Items for Consideration**

(1) Outline the roles and responsibilities of each party

 in a written agreement

* Sample co-organized event agreement is provided on page two of this document
* Ensure that the agreement is reviewed from an insurance and legal perspective before such is executed
* Secure Certificates of Insurance as outlined in the agreement with Special Olympics listed as an additional insured on the event organizer’s general liability and medical malpractice policies

(2) Ensure all [Return to Activities](https://resources.specialolympics.org/resources-to-help-during-the-crisis/return-to-activities-during-covid-19?locale=en) protocols and state/local

 guidance is followed including, but not limited to, social

 distancing, maximum capacity (depending on which

 Return to Activities phase your Program is in),

 transportation, etc.

* Ensure adequate and controlled foot traffic flow

 (unidirectional) and social distancing/spacing

* Ensure adequate parking and safe, controlled

vehicle traffic flow

* Be prepared to have event site/facility frequently

 cleaned and disinfected throughout the event

* Be prepared to host 2 events in the correct timeframe for 2-dose vaccines.
* Review any additional special considerations (i.e., providing or paying for transportation to the event) with SOI Legal via contact information above.

(3) Ensure standard event risk management protocols

 are followed (athlete/coach ratio, volunteers

 registered, contract review, etc.)

(4) Require pre-approval of all materials using Special

 Olympics’ name, brand/logo or likenesses as part of all

 marketing and messaging. Sample promotional language:

 “3rd Party Name and Special Olympics Program Name

 will be hosting a COVID-19 vaccination event for

 Special Olympics Program Name athletes *(or all*

 *applicable participants eligible for vaccination at this*

 *event)…*”

(5) U.S. Programs, participants will need to sign the return

 to play communicable disease release of liability waiver

 prior to or upon arrival at the vaccination event. Said

 waiver shall be kept on file by the Program for at least the

 statue of limitations for your state. The communicable

 disease release of liability waiver can be found under

 “Forms” [here](https://resources.specialolympics.org/resources-to-help-during-the-crisis/return-to-activities-during-covid-19?locale=en).

(6) Special Olympics HA volunteer insurance and medical

 malpractice coverage will not apply to medical

 volunteers administering the vaccine (they should be

 covered by Partner’s insurance).

Are you required to enter into a facility use agreement for the vaccination clinic?

STOP!!!!!

Contact SOI Legal at legal@specialolympics.org, Amie Dugan at adugan@specialolympics.org (SONA Programs), and Jina Doyle, American Specialty at jdoyle@americanspecialty.com to discuss further!

Yes

No

No

Provide other entity with correct method for describing Special Olympics’ role with respect to the event and ensure there is a process to pre-approve in advance any/all uses of Special Olympics’ name, brand/logo or likenesses as part of all marketing and messaging or on site.

Sample promotional language: “3rd Party Host Name will be hosting a COVID-19 vaccination event for Special Olympics Program Name athletes *(or all applicable participants eligible for vaccination at this event)…*”

Programs can help educate their athletes about COVID-19 vaccinations using SOI’s awareness [toolkit](https://resources.specialolympics.org/flu-vaccine-information-and-resources?locale=en).

Decline offer

No

Yes

Request that the other entity name Special Olympics as an additional insured to their general liability and medical malpractice policies relative to the use of Special Olympics’ likeness

Yes

**Conduct a safe event!**

Programs can help educate their athletes about COVID-19 vaccinations using SOI’s awareness [toolkit](https://resources.specialolympics.org/flu-vaccine-information-and-resources?locale=en).

**SAMPLE AGREEMENT – Must be drafted and reviewed by local legal counsel prior to use.**

AGREEMENT BETWEEN SPECIAL OLYMPICS (insert Program Name) and (insert name of Other Party) Special Olympics \_\_\_\_\_\_\_\_\_\_\_ (“Special Olympics”) and \_\_\_\_\_\_\_\_\_\_\_\_ (“Organization") hereby agree to organize Name of Event (the “Event”) for the benefit of distributing vaccinations. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

A. TERM OF AGREEMENT

1. This Agreement will be effective from to (“Term”) and may be terminated by either party up to \_\_\_\_\_\_\_ days before the date of the Event. NOTE TO PROGRAM: DEPENDING ON THE EVENT IT MAY NOT BE WISE TO ALLOW THE OTHER PARTY TO TERMINATE THE AGREEMENT ON SHORT NOTICE IF YOUR PROGRAM WILL INCUR SUBSTANTIAL COSTS THAT CANNOT BE RECOUPED IF THE EVENT IS CANCELED AT THE LAST MINUTE. EACH PROGRAM SHOULD EVALUATE ANY TERMINATION TERMS AND CONDITIONS ON A CASE-BY-CASE BASIS.]

B. SERVICES TO BE PROVIDED BY SPECIAL OLYMPICS

1. List Service to be Performed

2. List Service to be Performed

3. List Service to be Performed

Examples of services include:

* Special Olympics will develop and distribute advertising materials for the Event
* Special Olympics will oversee the set-up and clean-up of the Event facility
* Employees or volunteers of Special Olympics will be responsible for the check-in process

*Please note: Services above are examples only. Actual services to be performed should be listed when preparing the contract. It is best to be as specific as possible when describing the Program’s obligations.*

C. SERVICES TO BE PROVIDED BY ORGANIZATION

1. Event organizer agrees to follow all local/national Vaccine distribution guidelines (i.e., who is

eligible for access to vaccine; if the vaccine be available to any SO participants other than athletes, etc.).

2. List Service to be Performed

3. List Service to be Performed

Examples of services include:

* Co-organizer will ensure compliance with vaccination protocols
* Co-organizer will enforce social distancing requirements

*Please note: Services above are examples only. Actual services to be performed should be listed when preparing the contract. It is best to be as specific as possible when describing the other organization’s obligations.*

D. HOLD HARMLESS/INDEMNIFICATION/INSURANCE

1. Special Olympics shall defend, indemnify, and hold Organization, its officers, employees, and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys’ fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Specialty Olympics, its officers, agents or employees.
2. Organization shall defend, indemnify, and hold Special Olympics, its officers, employees, and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys’ fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Organization, its officers, agents or employees.
3. Special Olympics and Organization shall each obtain general liability insurance with a limit of at least one million dollars ($1,000,000) from an A rated insurer rated by AM Best Company. Each party shall provide a certificate of insurance respectfully naming the other party as an additional insured by *Date*. Organization will secure medical malpractice insurance with a limit of at least five million dollars ($5,000,000) from an A rated insurer rated by AM Best Company and list Special Olympics as an additional insured to such policy.
4. Special Olympics and Organization shall each be responsible for the actions and safety of its volunteers and employees.

E. GENERAL CONDITIONS

1. Partial Invalidity. If any term, condition, or provision of this Agreement or the application thereof to

 any person or circumstances shall, at any time, or to any extent, be invalid or unenforceable, the

 remainder of this Agreement, or the application of such term or provision to persons or circumstances

 other than those as to which this Agreement is invalid or unenforceable, shall not be affected thereby,

 and each term, condition, and provision of this Agreement shall be valid and enforced to the fullest

 extent permitted by law provided, however, that no such invalidity shall in any way reduce the services

 to be performed by either party.

2. This Agreement represents the entire contract between Special Olympics \_\_\_\_\_\_\_\_\_\_\_\_\_ and Organization and supersedes any previous oral or written agreement between Special Olympics and the

 Organization. No change or modification of this Agreement shall be valid unless such change or

 modification is subscribed in writing by Special Olympics and the Organization.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf by the undersigned duly authorized persons:

SPECIAL OLYMPICS *PROGRAM* ORGANIZATION

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: