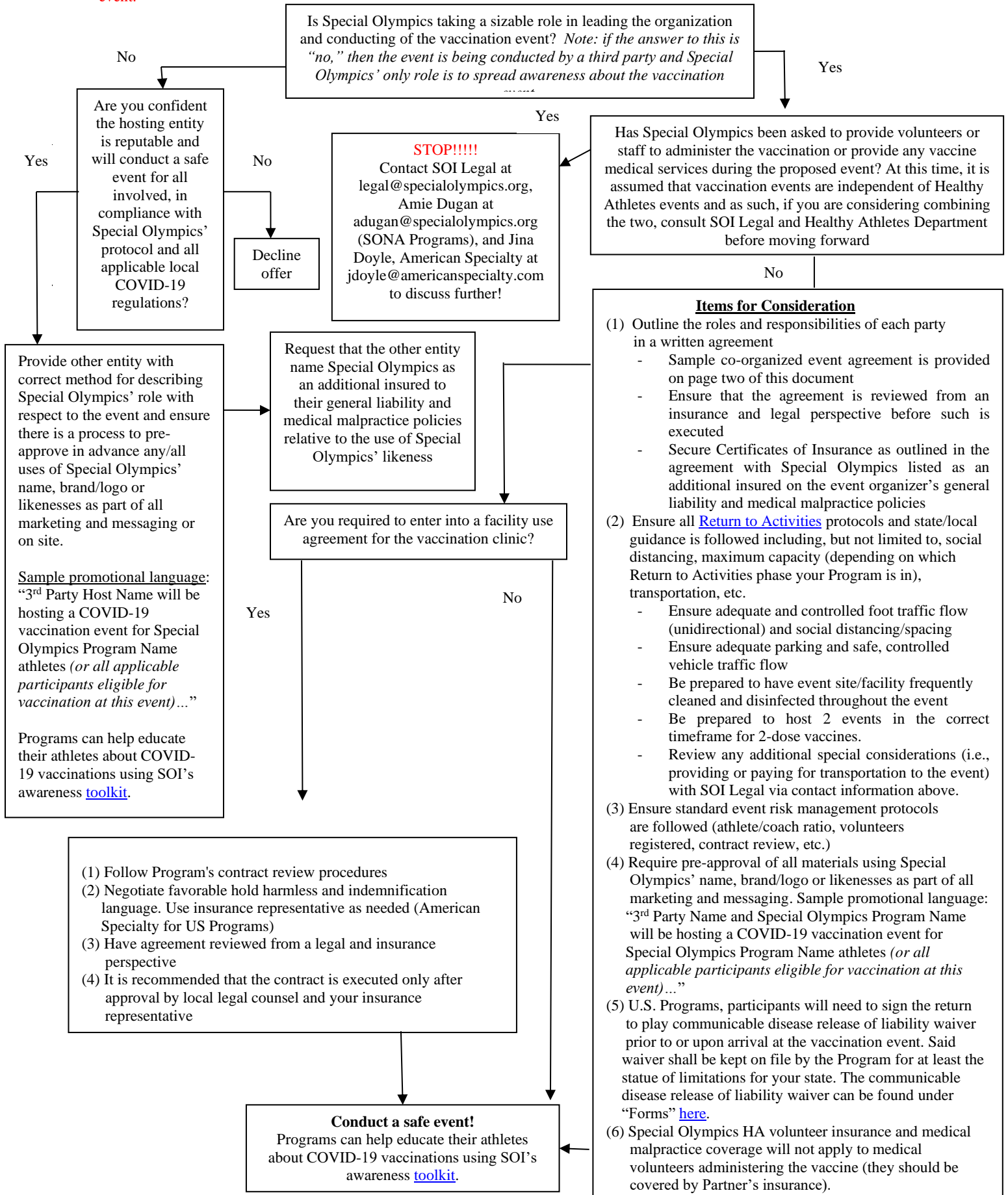


VACCINATION EVENT DECISION TREE

If individuals of all ages and/or people with IDD are eligible to receive vaccinations in your state through public and private providers, it is recommended Programs direct participants to those opportunities, versus hosting or participating in a vaccination event.



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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

VACCINATION EVENT DECISION TREE

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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:

VACCINATION EVENT DECISION TREE

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SPECIAL OLYMPICS *PROGRAM*

Name: _____

Title: _____

Date: _____

ORGANIZATION

Name: _____

Title: _____

Date: _____