

Catholic Mutual... "CARES"

Facility Use For Blood Drives

During the ongoing concern for the spread of the COVID-19 pandemic, there are still critical needs for public welfare. There is a national concern for adequate blood supply and a critical need for blood donations. The following Best Practices should be used when allowing your facility to be used for a blood drive during the COVID-19 crisis.

- Both before and after the blood drive event, a thorough cleaning of the facility should be done. For proper cleaning guidelines for COVID-19 and other bloodborne pathogen exposures, please refer to the CDC website at <https://www.cdc.gov/coronavirus/2019-ncov/prepare/cleaning-disinfection.html> or <https://www.cdc.gov/>.
- During the time of this pandemic, it will be necessary for all attendees to practice social distancing and comply with CDC guidelines and recommendations.
- The parish/school should also make sure the area they are providing for the setup of the blood drive is safe and free of any trip and fall hazards.
- Make sure that all the exits have a clear path and all exit signs are illuminated.
- Make sure emergency lights are all functioning properly.
- Fire extinguishers should be easily accessible and inspected within the last year.
- First aid supplies should be readily accessible and identified with signage.
- Ensure restrooms are working properly, partition walls to the bathroom stalls are secure and no trip hazards should exist.
- If it is raining, make sure there are plenty of rugs in place to wipe wet feet.
- If there are areas that the parish/school does not want people to access, these areas should be secured.
- Electrical cords in walkways present a common trip hazard. Cords should be covered with vinyl bridging or taped or tacked down.

We are currently in the state of a national emergency. Normal protocols for the use of your facilities would require ensuring that facility users have appropriate insurance limits and sign necessary indemnity agreements. We do not want these insurance and indemnity recommendations to prohibit the Church from doing its part in contributing to this national emergency. You may want to first allow the use of your facilities and then deal with the insurance issues as soon as you are able. Use your best judgement to assist your community and contact your Risk Management Representative if you have further concerns.

- If the blood drive is being sponsored by the American Red Cross, they have their own insurance for these events. It is our preference that the sponsoring entity have their own insurance.
- The sponsoring entity of the blood drive should complete the Facility Usage/Indemnity Agreement and provide the parish/school with a certificate of insurance confirming they have general liability coverage in an amount not less than \$1,000,000 per occurrence.
- The sponsoring entity should also name the parish/school and Diocese as an additional insured on its general liability policy for claims arising out of its operations at our facility during the blood drive.

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 USER'S 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: _____