

TEMPORARY LODGING AGREEMENT

NOTICE: The country is in the midst of the COVID-19 Pandemic, with a local, state and national emergency response (“Emergency”). This agreement is an emergency management service as defined in 20 V.S.A. § 6 to support the State’s response to the Emergency and by entering into this agreement none of the Parties is waiving any applicable immunities including, but not limited to that provided in 20 V.S.A. §20(a). To the fullest extent applicable, the Parties avail themselves of the immunity as set forth in the statute and the law.

THIS TEMPORARY LODGING AGREEMENT (“Agreement”) is made and entered into as of the ____ day of April, 2020 (“Effective Date”), by and between **THE RUTLAND HOSPITAL, INC. D/B/A RUTLAND REGIONAL MEDICAL CENTER**, a Vermont non-for-profit corporation with its principal place of business at 160 Allen Street, Rutland, Vermont 05701 (“RRMC”), and _____ (GUEST).

RRMC operates an acute care hospital, licensed by the State of Vermont, located at 160 Allen Street in Rutland City, Vermont (Hospital).

As part of the Emergency, RRMC operates an Alternative Care Site (ACS), located at Mendon Mountain View Lodge, 5654 US-4, Mendon, Vermont 05701, for the purpose of providing Isolation or Quarantine and Recovery lodging to discharged patients meeting the eligibility Criteria.

You (GUEST) voluntarily agrees to be lodged temporarily at the Alternative Care Site (ACS) for the purpose of COVID-19 isolation, quarantine and recovery.

_____ and RRMC agree to the following:

- 1) Temporary Lodging. Upon discharge from the Hospital, RRMC will provide you (GUEST) with a temporary room at the Alternative Care Site (ACS), located at Mendon Mountain View Lodge, 5654 US-4, Mendon, Vermont 05701 for the purpose of COVID-19 isolation, quarantine and recovery.
- 2) Eligibility Criteria. Guests of the ACS must meet the following criteria:
 - a. Recovery Housing Guest:
 - i. Test positive for COVID-19 (confirmed case);
 - ii. Require isolation/quarantine due to risk of infection during recovery
 - iii. Do not require hospital level of care (may be discharging from a hospital or referred directly from current housing);
 - iv. Do not require assistance with daily living; and
 - v. Over 18 years of age.

b. Isolation/Quarantine Guest:

- i. Awaiting test results for COVID status (suspected case)
- ii. Minimal or no symptoms (do not require hospital level of care);
- iii. Require isolation/quarantine due to inability to effectively self-quarantine in current housing
- iv. Do not require assistance with daily living: and
- v. Over 18 years of age

3) You (GUEST) agree to stay at the Alternative Care Site until you are either fully recovered and/or no longer considered at risk for infecting others and are cleared to leave by the VNA Nurse. Once you are cleared to leave, RRMC will provide you with a 24-hour notice and the date and time to vacate the room. Either you or RRMC may terminate this Agreement for any reason with 24-hour notice to the other party. Either party may terminate this Agreement immediately for breach of contract.

4) RRMC RESPONSIBILITIES (What You can Expect from RRMC)

- If you are unable to arrange any transportation on day of discharge from the hospital, RRMC will provide transportation to the ACS from the hospital.
- RRMC will provide you with a clean, furnished guest bedroom with private bathroom.
- An ACS staff person will be available at the front desk for basic support services, such as providing sheets, towels, additional food, menu ordering, general direction about the premises and connection to medical support (VNA).
- RRMC will launder guest room sheets, towels and your personal clothes.
- RRMC will provide you with 3 meals (breakfast, lunch and dinner) daily through RRMC's contracted food vendor only. (RRMC is not responsible for any other snacks or food ordered by you from any other source or vendor.)
- The ACS will have internet access and television.
- RRMC will provide a nurse from the Visiting Nurses Association to conduct health checks and assess your condition on daily basis.
- RRMC will coordinate transportation from the ACS when the you vacate the room.

5) GUEST RESPONSIBILITIES (What RRMC Expects from You)

Health and Wellbeing

- You are responsible for your own health. Please pay attention to how you are feeling and let staff know if you start to feel ill.
- You agree to maintain personal hygiene
- You are responsible for keeping your room clean, and clean up after yourself, using the disinfecting supplies provided to clean surfaces every day.
- You must always wear a face mask when you are around others or outside of your room.

- You agree to take care of yourself, rest to support your recovery and remain safe.
- You agree to be respectful of others, including other guests, staff, and volunteers.

Staying at the ACS

- You agree to stay inside your room unless there is an emergency or to gather essential supplies or medications. If you do not follow the self-isolation rules, **you will be asked to leave the ACS and you will not be able to return.**
- You understand if you decide to leave the ACS and vacate your room before the nurse clears you to leave, **you will not be able to return.**
- You understand that visitors are not allowed at the ACS and guests may not visit each other in the guest rooms.
- With agreement from the ACS staff, you may request to go outside for fresh air but are required to stay on the ACS property and in site of the ACS staff.
- You agree to vacate the room at an agreed upon date and time.

Behavior

- You are expected to participate in daily health checks as requested by the VNA.
- If you are required to follow certain restrictions or conditions, you are expected to follow them here.
- Drugs and alcohol are not allowed on the property. If you are found to be selling or conveying drugs on the property, we will notify the police, and obtain a no-trespass order.
- Smoking is only allowed in the designated outdoor area.
- Weapons, violence, disruptive or threatening behavior are not allowed.
- You must be clothed and have shoes or slippers on in public at all times.

Personal Items

- Please take with you any personal items you bring. Any owner identifiable belongings left at the ACS after you leave will be held on site securely for 48 hours and you may call us to retrieve them.
- RRMC is not responsible for the loss of or damage your personal items.

6) WAIVER OF LIABILITY

You understand and agree to the following:

- RRMC is not responsible for your health, safety, or wellbeing after you are discharged from the hospital.
- RRMC is not responsible for your personal property.
- RRMC is not responsible for your health, safety, or wellbeing if you fail to comply with the terms of this Agreement.
- RRMC is not responsible for your health, safety, or wellbeing if you refuse to follow the instructions of your care providers and the ACS staff.

- RRMC shall not be liable for any damages or injuries you might suffer if you fail to follow the advice and instructions of your physicians and other caregivers, or for anything that may occur to you when you are not present at the hospital.

7) RIGHT TO ENTER GUEST ROOM

RRMC understands and respects your need for privacy. RRMC reserves the right to enter and visually inspect all guest rooms to ensure your well-being and confirm the condition of the room.

By signing below, I agree that I have read this Agreement and understand and agree to the terms, conditions and my responsibilities listed above.

Guest Signature _____ Date: _____

Print Name _____

RRMC Signature _____ Date: _____

Print Name _____