

Catholic Mutual... "CARES"

Facility Use For COVID-19 Drive-Thru Evaluation/Testing Locations

During the ongoing concern for the spread of the COVID-19 pandemic, there are still critical needs for public welfare. In some areas of the country, there is a need for additional drive-thru evaluation sites and testing locations. The following is a list of best practices if you are considering allowing your facilities to be used for this type of activity. Due to the current state of national emergency because of the pandemic, we want the Church to be open to assist where possible. Please use your best judgement to be able to assist your community.

- The parish/school should try to limit the use of their facility to the parking lot where the health care institution can install their own tents or make their evaluation site using all of their own supplies and equipment necessary to create a testing location.
- Parish/school should not allow the health care institution to utilize the inside of their facility unless it is no longer being utilized by the parish/school. We highly discourage allowing parish/school employees or volunteers to be present at the facility during the time it is being utilized for this purpose.
- The health care institution should be responsible for any cleaning and/or disinfecting of the facility before, during and after its use. Please see CDC guidelines for proper cleaning of COVID-19 exposure <https://www.cdc.gov/coronavirus/2019-ncov/prepare/cleaning-disinfection.html>. The health care institution is responsible for providing proper signage where necessary.
- Parish/school should inspect the facility grounds and parking lot for possible dangers and remedy them prior to allowing use of the facility.
- Sidewalks and parking lots should be in good condition and free of trip hazards. All stairs and steps should be in good condition and the handrails secured tightly.
- If the use of the facility extends into the evening hours when it's getting dark, adequate lighting is essential to reduce the member's liability in the event of an evening fall or premises liability claim. The grounds and parking areas should be well lit.

If our member decides to lease the inside of its facility to a health care institution because it is temporarily no longer being used by the member, here are some additional RM Best Practices to consider:

- 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 have been 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 that 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 member does not want people to go, said areas should be secured so unauthorized persons do not gain access.
- 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.

- We recommend the health care institution asking to use your property sign the attached *HealthCare Institution Hold Harmless/ Indemnity Agreement*.
- If the need exists for the health care institution to utilize the inside of parish/school facility, the parish/school should temporarily lease the space necessary to the health care institution and ensure that the space being utilized is not multi-purpose or being used by other groups. If possible, recommend the attached *Addendum to Lease* be signed by the health care institution if leasing parish/school space.
- A Certificate of Insurance should be obtained from the health care institution with evidence of general liability coverage in an amount not less than \$2,000,000 per occurrence.
- The health care institution should name the member location and the ArchDiocese as an "additional insured" on its general liability policy for claims arising out of its operations at our facility during the time it is being used as a testing location or evaluation site.
- The health care institution should provide proof of worker's compensation insurance as provided by law as well as professional liability coverage of not less than two million dollars (\$2,000,000) for each health care professional providing medical services.

HEALTH CARE INSTITUTION
HOLD HARMLESS/INDEMNITY AGREEMENT

HEALTH CARE INSTITUTION: _____

PARISH(S): _____

DATES OF FACILITY USAGE: _____

TYPE OF FACILITY USAGE: _____

The above named HEALTH CARE INSTITUTION agrees to defend, protect, indemnify and hold harmless the above named PARISH(S) and the (Arch)diocese of _____ against and from all claims arising from the negligence or fault of the above named HEALTH CARE INSTITUTION or any of its clients, patients, employees, agents, family members, officers, volunteers, helpers, partners, organizational members and associates arising out of the use of the above named PARISH(S) parking lot as a drive-thru evaluation site and testing location for the above named HEALTH CARE INSTITUTION during the COVID19 incident and in connection with the performance of the above named HEALTH CARE INSTITUTION duties that take place at the above named PARISH(S).

The above named HEALTH CARE INSTITUTION agrees to provide a certificate of insurance to the PARISH(S) which provides evidence of worker's compensation insurance, general liability coverage of not less than two million dollars (\$2,000,000) per occurrence and professional liability coverage of not less than two million dollars (\$2,000,000) for each health care professional providing medical services. HEALTH CARE INSTITUTION also agrees to have the PARISH(S) and The (Arch)diocese of _____ named as an "Additional Insured" on its general liability policy for all activities carried out during the use of the above named PARISH(S) parking lot as a drive-thru evaluation site and testing location for the above named HEALTH CARE INSTITUTION during the COVID19 incident and for claims made by its patients, clients, employees, agents, guests, invitees, customers, partners, family members, organizational members and associates. It is agreed that HEALTH CARE INSTITUTION also agrees to ensure that its general liability and professional liability insurance policies will be primary in the event of a covered claim or cause of action against PARISH(S).

If and only if HEALTH CARE INSTITUTION fails to comply with the above (second) paragraph, the HEALTH CARE INSTITUTION agrees to protect, defend, hold harmless and fully indemnify the above named PARISH(S) and The (Arch)diocese of _____ for any claim or cause of action whatsoever which arises from the performance of the above named HEALTH CARE INSTITUTION duties or that is brought against the PARISH(S) and/or the (Arch)diocese of _____ by the above named HEALTH CARE INSTITUTION, or its patients, clients, employees, agents, guests, invitees, customers, partners, family members, organizational members and associates, whether such claim arises from the alleged negligence of the PARISH(S), their employees or agents or HEALTH CARE INSTITUTION negligence.

SIGNED BY: _____

(Must be an officer of HEALTH CARE INSTITUTION)

NAME & TITLE: _____

DATE: _____

ADDENDUM TO LEASE

GENERAL LIABILITY INSURANCE: LESSEE shall maintain general liability insurance in the amount of not less than two million dollars (\$2,000,000) per occurrence for the duration in which LESSEE rents or uses PARISH property and name PARISH as an additional insured on such policy of insurance. It is further agreed that LESSEE agrees to protect, indemnify, defend and hold harmless the PARISH against and from any claim or cause of action arising out of or from any negligence or other actionable fault caused by LESSEE or its employees, agents, members or officers.

FIRE DAMAGE INSURANCE: LESSEE shall maintain fire damage insurance (fire legal liability) for the term of this lease. LESSEE agrees to maintain fire damage coverage in the minimum amount of two million dollars (\$2,000,000).

WORKER'S COMPENSATION INSURANCE: LESSEE shall maintain worker's compensation insurance as required by law.

ADDITIONAL INSURED: LESSEE will name the PARISH as an additional insured on its general liability insurance policy for the duration of LESSEE'S renting or using PARISH property for claims arising out of LESSEE'S operations or made by LESSEE'S employees, agents, students, guests, customers or invitees. LESSEE must verify that its insurance policy is primary in the event of a covered claim or cause of action against PARISH. LESSEE will provide proof to PARISH that the insurance requirements have been met as outlined in this contract. If LESSEE fails to fulfill the insurance requirements contained in this paragraph, then LESSEE agrees to defend, hold harmless and indemnify the PARISH against and from any claim or cause of action arising out of LESSEE'S operations or any claim or cause of action which is brought against PARISH by LESSEE, its employees, agents, students, guests, customers, invitees which is alleged against the PARISH, even if such claim or cause of action arose from the negligence of PARISH, its employees or volunteers, or the negligence of any other individual or organization.

INSPECTION BY THE PARISH: PARISH may at any and all reasonable times enter premises leased to LESSEE for inspection purposes.

NO WAIVER OF SUBROGATION: PARISH does not waive any rights of recovery against the LESSEE for damages that are covered by the PARISH'S property insurance coverage.

LEASE OVERRIDE AND SEVERABILITY PROVISION: LESSEE and PARISH agree that this Addendum to Lease overrides any and all portions of previous agreements between LESSEE and PARISH that contain language in contradiction with this Addendum. If any portion of this Addendum to Lease is deemed or is determined to be in conflict with local or state or national statutes, both LESSEE and PARISH agree that the portion of the Addendum to Lease which is in conflict with the statute will be stricken from the Addendum to Lease with the remainder of the Addendum to Lease remaining binding for both parties.

LESSEE:

BY:

NAME

DATE

PARISH:

(PARISH is understood to include the Arch/Diocese of _____)

BY:

NAME

DATE

START DATE OF LEASE (Understood to be date signed if left blank): _____

Instruction to PARISH (PARISH Use Only): This Addendum to Lease stands on its own as a legal contract between PARISH and LESSEE should this addendum not be incorporated or attached to a lease.