

**NEW YORK STATE DEPARTMENT OF HEALTH
SEVERE ACUTE RESPIRATORY SYNDROME (SARS)
MODEL VOLUNTARY HOME ISOLATION AND
QUARANTINE AGREEMENTS**

The New York State Department of Health (NYSDOH), Division of Legal Affairs, has developed the Model Voluntary Home Isolation Agreement and the Model Voluntary Home Quarantine Agreement for the local health departments (LHD) to use when asking a suspect or probable SARS patient or contact to submit to voluntary isolation or quarantine. The LHD should provide the appropriate agreement to patients with SARS symptoms or contacts as a means to instruct them on the necessary infection control precautions to be taken to prevent transmission to family members, friends, and other outside contacts. While these agreements are not intended to be legally binding contracts with the patient or contact, they clearly spell out what is expected of the patient or contact and his/her family by the LHD. This document may also be useful as evidence by the LHD in any subsequent court proceeding seeking involuntary isolation or quarantine, as it would show what was expected of the patient or contact and that the patient or contact was informed of these expectations, and that the LHD tried voluntary measures prior to seeking assistance from the court. **These models may be used as is or the LHD may choose to modify them as necessary to meet the needs of the particular situation, especially with regard to quarantine. We encourage the counties to add or remove provisions, or change the language of the agreements as necessary to make them more patient specific.**

CDC guidelines suggest that quarantining persons who were exposed to SARS but who are not symptomatic may be key to preventing a large-scale outbreak. To achieve this end, the LHDs need not implement strict quarantine in the traditional sense (i.e. asking someone to confine themselves to their house and not leave for any reason until the 10 day period is up). Depending on the situation, the LHDs could restrict the movement of the contact by implementing modified quarantine techniques (i.e. allowing the contact to leave the house to go to work but for no other reason). The level of restriction should be proportionate to the type of contact/exposure and the level of SARS activity. The following table is an example of the level of restriction required for certain SARS contacts based upon CDC recommendations. This table is merely an example and the methods that may be applied. Depending on the individual situation the LHDs could require more or less restrictions.

TYPE OF CONTACT/EXPOSURE	QUARANTINE METHODS
Contact has history of travel to affected area but no direct contact w/SARS case.	<ul style="list-style-type: none"> ✓ Require fever monitoring and reporting ✓ Advise proper hand hygiene ✓ Advise avoidance of unnecessary trips out of the home
Health care worker with contact with SARS case (probable or suspect)	<ul style="list-style-type: none"> ✓ Require fever monitoring and reporting ✓ Leave home to go to work only ✓ Advise not to use public transportation ✓ Advise against unnecessary contact with friends and relatives, no visitors. ✓ Advise against going to public gatherings (church, funerals, etc.)
Household member who is primary caregiver for a SARS patient in home isolation	<ul style="list-style-type: none"> ✓ Prohibit leaving the home for any reason ✓ Require fever monitoring and reporting

	<ul style="list-style-type: none"> ✓ Advise proper hand hygiene and use of protective equipment (masks & gloves) ✓ Prohibit contact with visitors
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There is a space at the end of each document for the suspected or probable SARS patient or contact and his or her caretaker or head of household to sign the document, acknowledging that s/he understands the information contained therein. There is also a place for the name and signature of the LHD representative who explained the provisions of the agreement to the suspected or probable SARS patient or contact and the caretaker/head of household. There should be three copies of the document signed by all three parties, one to be left with the patient, a copy for the caretaker/head of household, and the other to be placed in the file maintained by the LHD. In the event that there is no caretaker/head of household present, the LHD need only use two copies and note that there is no third party.

Should either person refuse to sign the document, the LHD representative should still sign each copy, give a copy to the patient, a copy to the caretaker/head of household, and keep the other copy in the LHD file with a note that the patient or caretaker/head of household refused to sign the document. Mere refusal to sign the document is not enough evidence of lack of cooperation on the part of the patient to justify seeking a commissioner's or court order. In addition to refusal to sign the agreement, justification for a commissioner's or court order would typically include evidence of the patient's failure to follow recommendations and demonstration of medical need for isolation or quarantine.

NYSDOH Model SARS Voluntary Home Isolation Agreement

I have been informed that I have been diagnosed as a suspect or probable case of Severe Acute Respiratory Syndrome (SARS), a communicable disease dangerous to the public health, and that unless precautions are taken, others may contract this infection from me. The local health department (LHD) and its commissioner, is required to protect the public from the danger of such communicable diseases by Public Health Law §§ 308 and 324, Public Health Law Art. 21, and 10 NYCRR Part 2. In order to prevent the spread of this virus the LHD has provided me with the following information, advised me of the need to comply with the following instructions and I hereby agree to the following:

- I shall remain in home isolation for a period of 10 days after my fever has resolved and respiratory symptoms (such as cough, shortness of breath, or difficulty breathing) are absent or improving.
- I shall be isolated at the following location which shall hereinafter be referred to as "home":
 Street address: _____
 City: _____ County: _____ Zip: _____
 Telephone: (_____) _____ - _____
- I have been educated about the disease, the reasons for isolation in the home, and the length of time I can expect to be confined to the home.
- I shall limit all activities and interaction with all other persons living outside the home. I shall not go to school, a house of worship, work, out-of-home day care, stores or other public areas.
- I shall not leave the home for any reason unless first authorized to do so by the LHD.
- I understand that only those persons authorized by the LHD may enter my home during the period of my isolation. Those who enter the home without prior authorization from the LHD may be subject to isolation or quarantine themselves. I agree to notify friends and relatives that they shall not visit the home until further notice.
- I shall use a separate bed and, if possible, a separate bedroom.
- I shall wear a surgical mask when in the same room with non-infected persons. If I cannot wear a surgical mask, others in the same room will be asked to wear a surgical mask or respirator.
- If I am not masked I shall cover my nose and mouth with a disposable tissue when coughing or sneezing.
- Household waste, including surgical masks and disposable tissues soiled with respiratory secretions, blood, or other body fluids will be disposed of as normal household waste.

- ❑ I will wash my hands with soap and water after all contact with respiratory secretions from coughing or sneezing, blood, and all other body fluids (e.g. urine, feces, wound drainage, etc.). I will educate and encourage other members of my household to do the same.

- ❑ All members of my household will wear gloves on both hands when they have contact with my respiratory secretions (lung or nasal), blood, and all other body fluids (e.g. urine, feces, wound drainage, etc.). Alcohol-based hand hygiene products may be substituted for hand washing with soap and water after removing the gloves, **IF** the hands are not visibly soiled with respiratory secretions, blood, or other body fluids. Gloves shall not be reused and shall be discarded immediately after removal.

- ❑ My eating and drinking utensils will be washed with hot water and a household dishwashing detergent.

- ❑ Environmental surfaces (e.g. countertops, tables, sinks, etc.) in the kitchen, bathroom, and my bedroom will be cleaned and disinfected with a household disinfectant, such as household bleach or Lysol[®], while wearing gloves, at least daily and when soiled with the respiratory secretions, blood, and other body fluids.

- ❑ My bed linens, towels, and personal clothing shall not be shared with other members of the household. Clothes and linens will be washed in hot soapy water.

- ❑ All members of my household or other close contacts who develop fever or respiratory symptoms will seek medical evaluation.

- ❑ I understand that to prevent transmission of SARS, I should advise members of the household who develop SARS symptoms that they shall call the physician's office, clinic, or hospital emergency department where they intend to seek care to alert healthcare workers there prior to seeking treatment.

- ❑ I agree to monitor my temperature ___ times a day and report this information to the LHD _____ (daily, in the morning and at night. The number I must call to report this information is (_____)____-____).

- ❑ The LHD will provide me and members of my household with surgical masks, gloves, and other items necessary to prevent the spread of SARS (i.e. alcohol-based hand wash).

- ❑ I understand that the LHD will arrange for the delivery of necessary items to my home, including but not limited to, food, clothing, and supplies, during the period of isolation.

- ❑ I agree to adhere to any additional recommendations and instructions from the LHD that may be listed below:

I, or my legal guardian, may contact the following LHD representative to seek relief from, clarification of, or further explanation of the conditions contained in, any part of this agreement.

(Name of LHD contact person)

(____)____-_____
(Daytime telephone #)

The provisions of this agreement have been explained to me by the LHD representative and I fully understand that my failure to follow these guidelines or to voluntarily remain in isolation may result in my being placed in involuntary isolation, or committed to a facility where I may be isolated against my wishes.

(Print name of SARS case/contact)

(Signature)

(Date)

I, the caretaker/head of household, acknowledge that the LHD representative has explained the provisions of this agreement to me as well as the patient in isolation. I fully understand that my failure to follow these guidelines may result in my exposure to SARS and in my being placed in involuntary isolation, or committed to a facility where I may be isolated against my wishes.

(Print name of caretaker/head of household)

(Signature)

(Date)

(Print name of LHD representative)

(Signature)

(Date)