



INFORMED CONSENT, ASSUMPTION OF RISK AND WAIVER OF LIABILITY RELATING TO IN-PERSON SERVICES DURING COVID-19 PUBLIC HEALTH CRISIS

This document contains important information about the decision to resume in-person services in light of the COVID-19 public health crisis. Please read this. When you sign this document, it will be an official agreement between you, Agor Behavioral Health Services, Inc. (ABHSI) and your clinician(s).

Agor Behavioral Health Services, Inc. (“ABHSI”) has put in place preventative measures to reduce the spread of COVID-19; however, ABHSI cannot guarantee that you will not become infected with COVID-19. Further, being seen at ABHSI could increase your risk of contracting COVID-19.

Decision to Meet Face-to-Face

We have agreed to meet in person for some or all future sessions. If there is a resurgence of the pandemic or if other health concerns arise, however, ABHSI may require that we meet via telehealth. If you have concerns about meeting through telehealth, we will talk about it first and try to address any issues. You understand that, if ABHSI believes it is necessary, we may determine that we return to telehealth for everyone’s well-being.

If you decide at any time that you would feel safer staying with, or returning to, telehealth services, ABHSI will respect that decision, as long as it is feasible and clinically appropriate. Reimbursement for telehealth services, however, is also determined by the insurance companies and applicable law, so that is an issue we may also need to discuss.

Risks of Opting for In-Person Services

You understand that by coming to the office, you are assuming the risk of exposure to the coronavirus (or other public health risk). This risk may increase if you travel by public transportation, cab, or ridesharing service.

Your Responsibility to Minimize Your Exposure

To obtain services in person, you agree to take certain precautions which will help keep everyone (you, me, and our families, ABHSI staff and other patients) safer from exposure, sickness and possible death. If you do not adhere to these safeguards, it may result in our starting / returning to a telehealth arrangement. Initial each to indicate that you understand and agree to these actions:



- You will only keep your in-person appointment if you are symptom free. ____
- You will take your temperature before coming to each appointment. If it is elevated (100 Fahrenheit or more), or if you have other symptoms of the coronavirus, you agree to cancel the appointment or proceed using telehealth. If you wish to cancel for this reason, I won't charge you our normal cancellation fee. ____
- You will have your temperature taken once you arrive at the ABHSI office; if it is elevated, or you have other symptoms of the coronavirus, your appointment will be canceled or moved to telehealth.
- You will wait in your car or outside [or in a designated safer waiting area] until no earlier than 5 minutes before our appointment time. ____
- You will wash your hands or use alcohol-based hand sanitizer when you enter the ABHSI office. ____
- You will adhere to the safe distancing precautions we have set up in the waiting room and testing/therapy room. For example, you won't move chairs or sit where we have signs asking you not to sit. ____
- You will wear a mask in all areas of the office (all ABHSI staff will too). ____
- You will keep a distance of 6 feet and there will be no physical contact (e.g. no shaking hands) with me or staff. ____
- You will try not to touch your face or eyes with your hands. If you do, you will immediately wash or sanitize your hands. ____
- If you are bringing your child, you will make sure that your child follows all of these sanitation and distancing protocols. ____
- You will take steps between appointments to minimize your exposure to COVID. ____
- If you have a job that exposes you to other people who are infected, you will immediately let me and our staff know. ____
- If your commute or other responsibilities or activities put you in close contact with others (beyond your family), you will let me and our staff know. ____
- If a resident of your home tests positive for the infection, you will immediately let ABHSI know and we will then [begin] resume treatment via telehealth. ____

ABHSI may change the above precautions if additional local, state or federal orders or guidelines are published. If that happens, we will talk about any necessary changes.

ABHSI Commitment to Minimize Exposure

ABHSI has taken steps to reduce the risk of spreading the coronavirus within the office and we have posted our efforts on our website and in the office.



If You Are Sick

You understand that we are committed to keeping you, me, ABHSI staff and all of our families safe from the spread of this virus. If you show up for an appointment and we believe that you have a fever or other symptoms, or believe you have been exposed, we will have to require you to leave the office immediately. We can follow up with services by telehealth as appropriate.

Your Confidentiality in the Case of Infection

If you have tested positive for the coronavirus, we may be required to notify local health authorities that you have been in the office. If we have to report this, we will only provide the minimum information necessary for their data collection and will not go into any details about the reason(s) for our visits. By signing this form, you are agreeing that we may do so without an additional signed release.

Informed Consent

This agreement supplements the general informed consent/business agreement that we agreed to at the start of our work together.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by being seen at ABHSI and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at ABHSI may result from the actions, omissions, or negligence of myself and others, including, but not limited to, ABHSI employees, staff members and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with being seen at ABHSI. I hereby release, covenant not to sue, discharge, and hold harmless ABHSI, its employees, agents, and representatives, of and from all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto COVID-19. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of ABHSI, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after being seen at ABHSI.



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Your signature below shows that you agree to these terms and conditions outlined in this document.

Patient/Client (Printed name)

Date

Patient/Client (Signature)
Parent/Guardian, if applicable

Date

Clinician (Printed Name)

Date

Clinician (Signature)

Date