

## CARE Policy for In Person/Center-based Services and Release of Liability for COVID-19 and COVID Variants

The novel coronavirus, COVID-19 and COVID variants, has been declared a worldwide pandemic by the World Health Organization (WHO). COVID-19 and COVID variants, referred to as COVID in this notice is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and wearing of face covering.

Comprehensive Autism Related Education (CARE), Inc. has put in place preventative measures to reduce the spread of COVID. CARE, Inc. is providing all necessary personal protective equipment, supplies, and protocol to ensure the safety and health of its employees. There is, however, by virtue of CARE Inc.'s business to provide home or in-center care, an inherent risk in an employee providing CARE, Inc.'s services to CARE, Inc.'s clients. While it is CARE, Inc.'s policy to adhere to social distancing guidelines, CARE, Inc. understands that this is not always possible when providing services to its clients. Therefore, CARE, Inc. provides the following guidelines and policies to which its employees as well as its clients shall adhere:

- 1) Everyone within the household must wear a face covering when CARE Inc. staff is present, except for clients under age of 2 or anyone who has trouble breathing, or is unconscious, incapacitated or otherwise unable to remove the mask without assistance (e.g., Children under 2 years-of-age).
- 2) If anyone within the household has any of the following symptoms, the parent/caregiver is to call our office at 888-353-8285 to cancel session in advance:
  - Cough
  - Shortness of breath or difficulty breathing
  - Fatigue
  - Muscle or body aches
  - Headache
  - New loss of taste or smell
  - Sore throat.
  - Congestion or runny nose
  - Nausea or vomiting



- Diarrhea
- Temperature and fever above of 100.4<sup>0</sup> (38.0<sup>0</sup>C)
- 3) If anyone within the household, including the client, tested positive for COVID, please cancel sessions and notify our office immediately as sessions will be canceled and CARE, Inc. will follow best practice with CDC recommendations on when services may resume.
- 4) If parent/caregiver, client, and/or anyone in household, has travelled and/or returned from a trip within the last 14-days, please call our office at 888-353-8285 to cancel session promptly.
- 5) If anyone in the household has been in close contact with anyone that tested positive for COVID, you must notify CARE, Inc. immediately.
- 6) Everyone within client's house is expected to practice responsible hygiene when coughing/sneezing and wash their hands often.
- 7) Clients and household members are expected to adhere to social distancing guidelines of maintaining at least 6 feet away from CARE, Inc. employee whenever possible, when not providing essential support.



## **Client Agreement and Liability Waiver**

Further, by signing this Agreement, I acknowledge the contagious nature of COVID-19 and COVID variants and voluntarily assume the risk that I may be exposed to or infected by COVID-19 or COVID variants by CARE, Inc. providing its services to me 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 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, CARE Inc. clinicians. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself or any members of my household (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind ("Claims"), that I or members of my household may experience or incur in connection with CARE, Inc.'s services to me. On my behalf, and on behalf of my household members, I hereby release, covenant not to sue, discharge, and hold harmless CARE, Inc., its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of CARE, Inc., its employees, agents, and representatives, whether a COVID-19 or COVID variant infection occurs before, during, or after CARE Inc.'s service to me. If any provision of this liability waiver and assumption of risk is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render these terms



unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IF FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Printed Name of Client (First & Last)	Date
* Responsible Adult = Legal Guardian, Conservator, or I	Parent of Minor (> 18)
Printed Name of Legal Guardian (First & Last)	Date
Signature of Legal Guardian	————Date
Signature of CARE Representative	————Date
Signature of Interpreter (If applicable)	————Date