

Appendix E: Letter of Consent



California Rapid Antigen Testing Program School-based Testing Standard Consent

Please carefully read and sign the following Informed COVID 19 Screening Test Consent and Authorization for the Release of Information and Test Results:

For non-minors, all sections that reference "my child" refer to the individual signing

To help make our California schools safer and reduce the risk of COVID-19 being transmitted at school, the California Department of Public Health in partnership with your school is implementing a COVID-19 testing program. Students and staff who are studying or working at the school will be tested one to two times a week for COVID-19 free of charge. Rapid tests results will generally be available within one hour. If additional laboratory-based testing is needed, you will be notified. You will receive a message when the test result is available for both negative and positive cases. This document provides consent for participation in the school-based testing program:

- I authorize on behalf of myself, or my child COVID-19 testing by self-collection of a nasal swab. Most children and adults will swab the first inch or so of their nose themselves.
- I represent that I am the parent or guardian authorized to sign this document for my child.
- I acknowledge that a positive test result is an indication that I or my child must isolate at home, follow state and county isolation procedures, and wear a mask or face covering as directed in an effort to avoid infecting others.

Primary.Health Standard Consent

School-based Testing

I authorize that my or my child's test results be disclosed to the district, county and state health department, or to any other governmental entity as may be required by law.

- I authorize Primary Diagnostics, Inc. ("Primary") and each of the parties listed below to release personal information for me or my child (including name, gender, date of birth, and, to the extent applicable, dependent and/or guardianship information), contact information (including, to the extent applicable, my telephone number, email address, and physical or mailing address), appointment information, transaction identification number, SARS-CoV-2 ("COVID-19") test information and results to the following Primary Diagnostics, Inc. partners, in order to facilitate testing for the COVID-19 infection and for the purpose of making such further disclosures as set forth in the Primary Privacy Policy, available at <https://primary.health>:
 - The ordering provider for your COVID-19 test
 - The ordering provider for your child's COVID-19 test
 - The California Department of Public Health, as required by law, and local public health agencies, as required by law
 - Any laboratory partner providing confirmation RT-PCR tests and/or providing mandatory reporting to the state health department
 - Primary Diagnostics, Inc. to collect the test information and share it with me, **designated school personnel** and other Primary partners, as necessary and determined by Primary Diagnostics, Inc.

Primary.Health Standard Consent

School-based Testing

- I understand that this testing site does not act as a medical provider and the testing does not replace treatment by a medical provider. I assume complete and full responsibility to take appropriate action with regards to the test results. I agree I will seek medical advice, care, and treatment from a medical provider, as applicable, if I have questions or concerns, or if conditions worsen.
- I understand that, as with any medical test, there is the potential for a false positive or false negative COVID-19 test result. I have been informed about the test purpose, procedures, possible benefits, and risks, and, if requested, have received a copy of this Informed Consent for participation in the COVID-19 test. I have been given the opportunity to ask questions before I sign, and throughout the entire testing procedure.
- I understand that the information used or disclosed pursuant to this authorization may be subject to re-disclosure by the school and may no longer be protected by federal regulations that protect the privacy and security of an individual's health information under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or personally identifiable information contained in student education records as defined by the Family Educational Rights and Privacy Act ("FERPA"). Notwithstanding the foregoing, this consent serves as my permission to release the information used or disclosed as a result of my child's participation, provided that such release is in accordance with the terms of this consent.
- I understand that I may revoke my authorization for consent at any time by notifying Primary.Health in writing at Primary Diagnostics, Inc. at 595 Pacific Ave FL4, San Francisco, CA 94133 or support@primary.health of my desire to revoke it. In addition to notifying Primary Diagnostics, I must also provide written notice to the designated school. I understand that any action already taken in reliance on this authorization prior to my revocation cannot be reversed.

Primary Health Standard Consent

School-based Testing

- Unless revoked earlier, this authorization expires 12 months from the date of this authorization.
- I understand the school may also request and conduct molecular (such as PCR) tests as an additional precautionary measure for certain individuals tested through the COVID antigen rapid test screener. For example, individuals with a positive result will be re-swabbed to confirm the positive antigen test. If and when this happens, the school is authorized to use my insurance information to ensure that there is no cost to me for this service. If my insurance does not cover this service, the school will work to ensure that there is not out of pocket cost.
- **Warning of Risks & Assumption of Risks:** Participating in COVID-19 screening involves inherent health risks. There is a risk of exposure to COVID-19 when leaving one's home. There is a risk that upper respiratory tract swabbing may cause discomfort, sneezing, a gag reflex, or nosebleed. By consenting to participate, I acknowledge that I understand that the risk of my or my child's participation is low risk and I voluntarily accept any health risks.
- **Waiver, Release, and Indemnification:** I understand that participating in this screening is an activity that may be a potentially hazardous activity for some individuals. I hereby assume full and complete responsibility for any injury, illness, or accident which may occur during my or my child's participation. I hereby release, waive, hold harmless and covenant not to bring a suit against the administrators, sponsors, organizers, volunteers, employees, agents or any affiliated individuals or entities associated with this screening from any and all losses, damages, liabilities or other claims and causes of action that may arise out of my participation.

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- To the extent permitted by applicable law, in the event of a conflict between the English and another language version of this Informed Consent, the English language version shall control.

Note: Electronic Consent will be collected through the Primary.Health platform. If written or verbal consent is needed, the electronic consent may be exported to a printable format with the appropriate signature lines and information.

Name of Participant: _____

Date: _____

Signature of Participant:

AND/OR

Name of Parent/Guardian: _____

Date: _____

Signature of Parent/Guardian:

