

## COVID-19 TESTING CONSENT AND RELEASE

I understand that Rosville Joint Unified High School District ("District") is offering onsite testing for SARS-CoV-2, the virus that causes COVID-19, to its employees, for purposes of workplace safety. I understand that testing through this program is voluntary and is meant to prevent the direct threat of a COVID-19 spread throughout my workplace and avoid any out-of-pocket expenses by employees related to testing.

I understand the District will be responsible for the cost of any COVID-19 testing, and I will be compensated at my regular rate of pay for the time spent submitting to COVID-19 testing.

I consent to undergo sample collection and testing administered by National Labs, which will be billed to my health insurance. The testing procedure will generally be as follows: (1) Covid-19 specimen collection will be available by appointment and walk-in at the District collection site; (2) There will be a choice of nasal swab type, and a trained professional will conduct a specimen collection; (3) After collection, the specimen is sent to National Labs for RT-PCR testing for Covid-19; and (4) Appropriate privacy and sanitary measures are in place to provide a safe collection environment.

I acknowledge that it is my responsibility to inform the person conducting the test if I have a physical or mental condition that will interfere with the test procedure or if I require some type of assistance or accommodation in order to undergo the test.

I authorize and consent to National Labs disclosing my COVID-19 test results to the District and its administrative designees. I understand that my results will only be disclosed to those employees within the District who have a business need to know such results for purposes of workplace safety, compliance with testing protocols and/or to avoid workplace transmission of COVID-19. Except as set forth in this document, or as otherwise required by applicable law, I understand that my COVID-19 test results will remain confidential and all records related to my COVID-19 testing will be kept separately from my personnel file.

If I test positive for COVID-19, I understand I will be asked to immediately leave District property and be asked to follow District COVID-19 policies and procedures. I will be asked to follow any applicable guidelines issued by the CDC, the State of California, any local department of public health and/or any Memorandum of Understanding negotiated between the District and my labor representative (if applicable) before being allowed to return to work. I understand that the District has pay and leave benefits available to me to assist if I am unable to work.

I understand that this test may give a negative result when a person does have the virus (false negative), a positive result when a person does not have the virus (false positive), or an inconclusive result. The results of this test alone cannot prove that a person does or does not have the COVID-19 virus. I understand that I should continue to engage in mask-wearing, social distancing and other safety precautions regardless of the outcome of my test for COVID-19 both because the initial test result may be a false negative, and because I may contract COVID-19 after having been tested. I acknowledge and agree that National Labs and the District in will have no liability in the event my test results in a false positive, false negative, or an inconclusive result.

I recognize and acknowledge that there are certain inherent risks associated with this test. To the extent permitted by law, I knowingly and voluntarily release in advance all claims that I may have against National Labs, the District and all medical or other professionals who administered the test, resulting from or arising out of, either directly or indirectly, the test unless the claim is caused by an act or omission that constitutes gross negligence or intentional misconduct. I further agree that any such claim

will only be asserted against the person or entity that acted or omitted to act in a grossly negligent manner or engaged in intentional misconduct and I will not assert any claim against any other person or entity based on the concepts of agency, vicarious liability, or any other claim or theory that another is responsible in whole or in part for the acts or omissions of the wrongdoer. This release shall bind my heirs, executors, administrators, and assigns.

By signing below, I acknowledge that I have fully read and understand the above COVID-19 Consent and Waiver and am voluntarily signing it and agreeing to all its terms. I further acknowledge and agree that I have had an opportunity to ask any questions about this form before signing it.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date:

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### **AUTHORIZATION FOR RELEASE OF MEDICAL INFORMATION**

I hereby authorize National Labs to use and/or disclose any and all results of SARS- CoV-2 testing administered to me to Roseville Joint Unified High School District (the "Recipient"). The purpose of the authorized use or disclosure of my testing results is to facilitate work with the Recipient and aid the Recipient in evaluating and responding to COVID-19 risks to myself and other employees. I understand that:

- I have the right to revoke permission for the release of my information at any time. The revocation must be made in writing to the District and will not affect information that has already been used or disclosed.
- This authorization is in effect for the duration of the COVID-19 testing program and will end automatically when the District ceases its on-site COVID-19 testing program.
- Information used or disclosed pursuant to this authorization may be re-disclosed by the recipient when required by law and may no longer be protected by federal or state law.
- I have the right to receive a copy of this authorization.

\_\_\_\_\_  
**Employee Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name**