

**HAMILTON-WENHAM REGIONAL SCHOOL DISTRICT/CIC HEALTH COVID-19 POOLED TEST
PARTICIPANT
INFORMED CONSENT**

In proceeding to obtain a COVID-19 test, I certify that this test is for myself, or that I am the guardian of a minor below the age of 18 seeking to take this test and that I am completing this enrollment on behalf of the minor, or I am the court-appointed legal guardian, conservator, or health care proxy for the test participant. If I am accepting these terms on the behalf of the test participant, I certify that I have the legal authority to consent on their behalf.

I accept this waiver and release and any additional waivers included here on my behalf directly, and/or, if applicable, on behalf of the test participant, if I am their legal guardian, conservator, or health care proxy.

I authorize the collection and testing of a weekly pooled COVID-19 test on my student during school hours, in addition to any necessary individual diagnostic follow-up tests on my student (including Abbott BinaxNOW rapid antigen tests and PCR/molecular tests). I understand that all sample types will be non-invasive, short nasal swabs.

I understand that pooled testing does not yield individual results for each member of a pool, and that my student's individual results within a pooled test cannot be shared with me. However, I understand and agree that my student's personal health information and personally identifiable information from this consent and/or education records (DOB) may be entered into databases belonging to CIC Health, Project Beacon, and the Massachusetts Department of Public Health.

I understand that I will be notified about the results of any individual diagnostic "follow-up" test for COVID-19 performed on my student.

I understand that there is the potential for a false positive or false negative COVID-19 test result for pooled or individual tests. Given the potential for a false negative, I understand that my student should continue to follow all COVID-19 safety guidance, including mask-wearing and physical distancing, and follow school protocols for isolating and testing in the event the student develops symptoms of COVID-19.

I understand that staff administering pooled testing and follow-up testing have received training on safe and proper test administration. I agree that neither the test administrator nor the Hamilton-Wenham Regional School District nor any of its trustees, officers, employees, or organization sponsors are liable for any accident or injuries that may occur from participation in the pooled testing program.

I have read the CDC's guidance on pooled testing at <https://www.cdc.gov/coronavirus/2019-ncov/lab/pooling-procedures.html>, and understand the material presented there.

I understand these limitations of pooled testing, and wish to proceed with full recognition of these limitations, and I accept these limitations freely.

SURVEILLANCE TESTING. The FDA generally does not regulate surveillance testing. Surveillance testing is primarily used to gain information about infection at a community or population level, rather than an individual level. Surveillance testing can involve testing a certain percentage of a specific population to monitor for increasing or decreasing prevalence or to determine the effect of community interventions such as social distancing. Surveillance for SARS-CoV-2 includes ongoing systematic activities, including collection, analysis, and interpretation of health-related data that are essential to planning, implementing, and evaluating public health practice. Surveillance testing is generally used to monitor for a community- or population-level occurrence, such as an infectious disease outbreak, or to characterize the occurrence once detected, such as looking at the incidence and prevalence of the occurrence.

PREP ACT LIMITATION OF LIABILITY. A new public health act, called the Public Readiness and Emergency Preparedness (PREP) Act, was issued by the Department of Health and Human Services in 2020. The PREP Act limits the legal rights of persons participating in certain covered countermeasures administered by covered entities. Covered countermeasures include testing to diagnose COVID-19, and covered entities include those administering COVID-19 tests. Therefore, CIC Health and those assisting with supervising or administering this COVID-19 testing are immune from liability for any loss caused, arising out of, relating to, or resulting from administration or use of this COVID-19 test, except for claims involving willful misconduct.

INFORMATION DISCLOSURE. I consent that CIC Health will abide by all data privacy and other laws that apply to it, including HIPAA to the extent that at any point CIC Health becomes or is determined by HWRSD to be a covered entity under the law. We will use commercially reasonable best efforts to not disclose any individually identifiable health information, except for the following circumstances: in case of emergency; for the purposes of contact tracing; to inform others about their risks and otherwise as permitted or required by law. CIC Health, and affiliated organizations commit to keeping the results as private as reasonably possible. I understand that the current public health crisis limits CIC Health and its partners' ability to do

so. I am taking this test myself, or arranging for the minor or participant in my care to take this test, knowing the limitations of both testing technology and privacy as it relates to my result.

USE FOR RESEARCH. By agreeing to be tested, I affirmatively consent that CIC Health and affiliated organizations may use my (or the participant's, if I am consenting on their behalf) de-identified participant data for any appropriate research purpose to enhance human understanding of SARS-CoV2 and/or COVID19, to develop diagnostics, treatments, and promote scientific or engineering advances, without limitation.

WAIVER AND RELEASE OF LIABILITY. I, for myself and on behalf of my heirs, assigns, personal representatives, and next of kin, and any minor or participant for whom I am consenting, hereby forever release, indemnify, and hold harmless CIC Health and the parties involved in providing this testing, which includes but is not limited to CIC Health as facilitator, any individual who extended this testing opportunity to me through their employment or relationship to the testing company, the property owner, landlord, and/or property manager of the site where testing takes place, any third-party clinicians and associated healthcare services firms operating the test collection site, CIC Health's service providers (including developer of this software, any physician services firm, and any other associated physician or laboratory services partner), as well as the associated parent organizations, affiliates, owners, investors, officers, and directors of the parties listed above, from liability and claims for damages or injury arising out of or in connection with any aspect of this COVID-19 testing. I understand that this waiver means that I give up my right and that of those on whose behalf I consent, to bring any claims, actions, or lawsuits, including for personal injury, death, illness, or property losses, or any other loss, including but not limited to claims of negligence, and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen.

If I am consenting on behalf of the participant, I certify that I, as, the parent, or legal guardian, or conservator, or health care proxy of participant, by signing electronically on the HWRSD COVID testing google form, I acknowledge that I have read and fully understand all of the terms of this release and that I am voluntarily giving up substantial legal rights on behalf of the participant in exchange for the participant participating in the testing.