

# SOUTHWESTERN LAW SCHOOL

## L O S A N G E L E S

### **COVID-19 Testing Informed Consent and Release**

#### **1. Authorization and Consent for COVID-19 Diagnostic Testing**

I voluntarily consent and authorize Nobility Health Inc., in conjunction with Southwestern Law School, to collect, test, and analyze my samples to conduct COVID-19 screening. Information about Nobility Health is available at <https://nobilityhealth.com/>.

I understand that Nobility Health will provide on-campus testing on certain days and times that have been provided to me. If I am a non-exempt employee, I understand that I may test during my regular work hours, without loss of pay. To participate in testing, I understand that I will need to provide certain personal information, including my name, date of birth, biological sex, home address, whether I am a U.S. resident, and insurance information, to Nobility Health.

I understand that Nobility Health will administer a RT-PCR test. Occasionally, Nobility Health may administer an antigen test. I understand that my COVID-19 test will require the collection of an appropriate sample by Nobility Health through an anterior nasal swab, oral swab, or other recommended collection method.

I understand that Nobility Health representatives may conduct a temperature check or other wellness screening before administering the test.

I understand that there are risks and benefits associated with undergoing diagnostic testing for COVID-19. One risk is the potential for false positive or false negative results.

I understand that minimally invasive sample collection methods like Nobility Health plans to use can result in varying levels of discomfort during sample collection.

I understand that Nobility Health is operating, as permitted under applicable laws and regulations, at various stages of the U.S. Food and Drug Administration's Emergency Use Authorization submission, acknowledgement, and approval process.

I understand that Nobility Health will provide my test results to me and Southwestern. I also understand that positive test results may be reported to the appropriate public health authority.

I understand that Southwestern may share my test results internally on a need-to-know basis.

I assume complete and full responsibility to take appropriate action regarding my test results. Specifically, if I have questions or concerns regarding my test results or physical condition, I will promptly seek advice, care, and treatment from an appropriate medical provider. I also agree to refrain from accessing Southwestern's campus for the time designated by Southwestern, should I receive a positive result. I agree to follow other Southwestern policies and to cooperate with the contact-tracing process. During the contact-tracing process, I understand that my identity may be disclosed to certain individuals to the extent necessary to protect the health and safety of those who were or may have been exposed. I also agree to abide by all applicable federal, state, and local requirements to isolate or quarantine to avoid infecting others. I understand that by signing this document and consenting to COVID-19 testing that I am not creating a patient relationship with Southwestern or Nobility Health. I also understand that Southwestern is not acting as a medical provider; it will not provide medical care or give medical advice.

I understand that I will not be charged directly for the testing, but that third-party payment sources may be billed and that I may receive an explanation of benefits.

I understand that I can cancel this Consent in writing at any time before a test being administered.

Students who have questions about this document should contact Nydia Duenez, Dean of Students and Diversity Affairs. Employees who have questions about this document should contact Marcie Canal, Associate Dean of Operations and Risk Management, or the COVID-19 Manager. Students and employees who have questions about the testing procedures should contact the COVID-19 Manager.

For unvaccinated students or employees under an approved vaccination exemption:

- If I do not test on-campus during the set days and times, I understand that I will be required to test at one of Nobility Health's physical locations; those addresses have been provided to me. I understand that I will be required to provide my own transportation to the Nobility Health location and that I will not be reimbursed for my travel or time.
- I understand that signing this form authorizes Nobility Health, in conjunction with Southwestern, to test me on multiple occasions (such as twice weekly or less frequently), depending on virus circumstances in the community.
- I understand that I may not be able to access the Southwestern campus absent a timely and negative test result. I also understand that there may be other consequences if I refused to submit to a required COVID-19 test. For employees, these consequences may include discipline, up to and including termination. For students, these consequences may include discipline, up to and including dismissal. For employees and students, interim measures, such as an interim suspension, may also be implemented, if necessary.

## 2. Release

To the fullest extent permitted by law, I release, discharge, and hold harmless Nobility Health and Southwestern, including, without limitation, their respective officers, directors/trustees, employees, representatives, and agents, from all claims, liability, and damages, of any kind or nature, arising out of or in connection with any act or omission relating to my COVID-19 diagnostic tests.

*An electronic copy, photocopy, or facsimile of this Informed Consent and Release will be valid as the original.*

**I, the undersigned, have been informed about the test purpose, procedures, and possible benefits and risks. I have been given the opportunity to ask questions before I consent, and I have been told that I can ask other questions at any time. I voluntarily agree to testing for COVID-19. I also agree to all other provisions in this document.**

Signature: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_