



## **Informed Consent for Laboratory Testing**

## **Nature and Description of Testing Services**

US BioTek Laboratories has partnered with COVID Response Partners PLLC ("CRP") to provide you with laboratory testing services (the "Testing Services") that consist of a polymerase chain reaction ("PCR") test, using nasapharyngeal, nasal mid-turbinate, or anterior nares samples, to test for active infection with SARS-CoV-2 (the "Virus")

## **Anticipated Benefits of the Testing Services**

The anticipated benefit of the Testing Services is to determine whether you have an active infection of the Virus.

## **Potential Risks**

As with any laboratory test, there are certain risks related to the Testing Services, including but not limited to:

• Procedural Risks: The PCR test involves the insertion of a long swab (like a Q-tip) into each of your nostrils, for most patients a nasopharyngeal swab will be used. This procedure could cause you minor and temporary discomfort.

• Inaccurate Test Results: It is possible that a sub-optimal specimen will cause an inaccurate test. The chances of a sub-optimal specimen are increased by the use of nasal swabs collected from asymptomatic patients, as it is impossible to determine if sample collection has occurred within the optimal collection time frame.

• Risks Related to False Negative PCRs: A negative PCR result does not preclude the presence of the Virus inside your body and must be combined with clinical observations, your patient history, and epidemiological information for your patient care management. Additionally, a negative PCR result may only be indicative of the absence of Virus RNA at the time of collection of the specimen. Exposure to and/or infection with Virus occurring at any point in time following the collection of the specimen from the specimen donor would not be represented in the test result. A negative result does not rule-out the potential for you to become infected with the Virus in the future.

**Reporting:** By accepting these terms, you agree that unencrypted electronic communications carry certain risks. For example, text messages could be received by other people who have access to your device. You acknowledge that you understand the risks and you expressly consent to receiving unencrypted text messages and email communications containing your health information at the cell number and email address provided by you or on your behalf. You will receive notification of your results within 36 hours of your appointment.

**Alternatives:** the only alternative to the Testing Services is for you not to receive the Testing Services. If you choose not to receive Testing Services, you may not have information needed to determine whether you should self-isolate or receive medical treatment related to the Virus.

**Release of Claims**: In consideration of your participation in the Testing Services, you hereby agree to assume all risks of injury or death to yourself. You also understand that the Testing Services and any consultation provided by US BioTek Laboratories, CRP's physicians or other health care providers do not replace the care or advice of your medical provider. If you have a disease condition, fall into certain high health risk categories, and/or receive abnormal laboratory tests, you should promptly consult with your physician. YOU HEREBY RELEASE US BIOTEK LABORATORIES, CRP, AND ALL OF THEIR OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND CONTRACTORS FROM ANY AND ALL DAMAGES AND CLAIMS CAUSED BY OR RESULTING FROM YOUR PARTICIPATION IN THE TESTING SERVICES. This release shall also be binding upon your heirs, executors, and administrators.

By agreeing to these terms, you acknowledge that you understand the above description of the Testing Services, the potential benefits and risks of the Testing Services, the possible alternatives to the Testing Services, and that you agree to the release of claims as stated herein. You certify that you have had the opportunity to ask questions and consent to receive the Testing Services.