



COVID-19 TESTING CONSENT FORMS

The following forms will be used to set-up electronic patient accounts for SimpleReport and Curative, Inc. when a parent/guardian, staff member, or third party is unable to set-up the online account on their own. SimpleReport is the system the Pasco School District is required to use to report antigen (aka "rapid") test results. Curative, Inc. is the organization Pasco School District has partnered with to offer molecular PCR COVID-19 tests and to report the results of these tests.

STUDENT INFORMATION

FIRST NAME: _____ LAST NAME: _____ DATE OF BIRTH: _____

SEX: Male Female Other EMAIL ADDRESS: _____

PRIMARY PHONE: _____ Mobile Landline

Do you consent to receive test results via text message to the above listed phone number? Yes No

RACE: American Indian or Alaska Native Asian Black or African American

Native Hawaiian or other Pacific Islander White Multi-Racial Other Prefer not to share

TRIBAL AFFILIATION: _____

ETHNICITY: Hispanic, or Spanish Origin Not Hispanic, or Spanish Origin Prefer not to share

PREFERRED LANGUAGE: English Spanish Other: _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

Is student a resident in a congregate living setting? (i.e. military, group home, etc.) Yes No

INSURANCE INFORMATION:

Student does not have insurance (skip this section)

MEMBER ID: _____ GROUP ID (optional): _____

INSURANCE PROVIDER NAME: _____

STUDENT'S RELATIONSHIP TO POLICYHOLDER:

Self Spouse Child Other Adult Unspecified Dependent

POLICYHOLDER'S FIRST NAME: _____ LAST NAME: _____

DATE OF BIRTH: _____ SEX: Male Female Other

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

I authorize the Pasco School District to create SimpleReport and Curative, Inc. patient accounts.

PARENT/GUARDIAN SIGNATURE: _____

PARENT/GUARDIAN NAME (PRINTED): _____ DATE: _____

VERBAL CONSENT FROM THE PARENT/GUARDIAN/LEGAL REPRESENTATIVE GIVEN TO PSD EMPLOYEE

SimpleReport TERMS OF SERVICE

Terms of service

This testing site uses [SimpleReport](#) to manage COVID-19 testing and reporting. The terms below explain SimpleReport's policies and terms of service.

12/4/2020

As a Testing Facility (Facility) or its user (Facility User) accessing or using SimpleReport (Application) provided by the Centers for Disease Control and Prevention (CDC) and the U.S. Department of Health and Human Services (HHS), in a CDC cloud environment ("CDC Platform"), you acknowledge and agree that you are solely responsible for and shall abide by these Terms of Service, as well as any relevant sections of [CDC's Privacy Policies](#) (collectively, Terms).

Scope

SimpleReport is a free tool that makes it easy for Coronavirus Disease 2019 (COVID-19) testing sites to record results for rapid point-of-care tests and quickly report required data to public health departments. This Application is being provided by HHS and CDC to enable a Facility to record its testing workflow, for record keeping needs and to route relevant and necessary testing data to state, local, tribal, and territorial public health authorities (STLT Public Health Agencies) in furtherance of public health response activities related to COVID-19. It also allows Facility to designate certain users of the data, as set out in these Terms. The Application through which you interact with relevant public health data is subject to these Terms. Use of the Application constitutes acceptance of these Terms.

Data Rights and Usage

Accounts/Registration

- General Facility Users

If you are using the Application on behalf of a Facility, you represent and warrant that you have authority to bind that Facility to the Terms and by accepting the Terms, you are doing so on behalf of that Facility (and all references to "you" in the Terms refer to you and that Facility). In order to access the Application, as part of the registration process for the Application, and for your continued use of the Application, you may be required to provide certain information (such as identification or contact details). Any such information you give to CDC or HHS must be accurate and up-to-date, and you must inform us promptly of any updates so that we can keep you informed of any changes to the Application or these Terms which may impact your usage of the Application. Upon Facility registration and the creation of Facility User accounts within the Application, credentials (such as passwords, keys, tokens, and Facility and Facility User identifications (IDs)) will be issued to you by HHS or CDC. These credentials are intended to be used only by you and to identify any software or APIs which you are using. You agree to keep your credentials confidential and make reasonable efforts to prevent and discourage other persons from using your credentials.

- Administrator User

Upon a Facility's registration (and on an ongoing basis, as needed), the Facility must designate at least one user from the Facility as the Administrator. This Administrator will have more detailed identity verification. Once the Administrator has their identity verified, the Administrator can add other Facility Users to the Application. The Administrator agrees to verify identity on Facility Users who are added and to inactivate Facility Users who should no longer have access. The Administrator also agree to set permissions appropriately to determine the minimum access necessary for Facility Users to complete their required job duties.

Privacy

You may use the Application to search, display, analyze, retrieve, view and otherwise 'get ' information from data you are sending via the Application and the Platform. Please note that the data which you are sending via the Application may be subject to the Privacy Act of 1974, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and other laws, and requires special safeguarding. By accessing and using the Application, you agree to strictly abide by all applicable federal and state laws regarding the collection, use, protection and disclosure of information obtained or sent through the Application. If you would like more information about the application of the Privacy Act at CDC, [click here](#).

For purposes of use of this Application, if you are a HIPAA covered entity or acting on behalf of one as a business associate or if the data is maintained in a HIPAA-covered designated record set, you further acknowledge that you will abide by applicable HIPAA regulations (45 CFR Parts 160 and 164) for purposes of appropriate storage, transmission, use and disclosure of any protected health information.

Use of Data

This Application is being provided in order to allow for the recording of Facility testing workflow and record keeping needs and for the routing of relevant data to STLT Public Health Agencies in furtherance of public health response activities related to the COVID-19

pandemic. HHS and CDC acknowledge that though CDC is providing the Platform, CDC does not intend to access the data nor does it intend to review or analyze this data. As such, CDC does not intend to take custody or control of data sent via the Application. The Facility User acknowledges and agrees that CDC and Administrative Users may manage the data sent via the Application for purposes of operating the CDC Platform and transmitting to and facilitating use by STLT Public Health Agencies of such data. Except as may be required by applicable federal law, CDC may not release the data sent via the Application for other purposes than described below. Should data release be requested of CDC, CDC shall notify the requestor that CDC does not have access to this data and refer to requestor to the Facility.

Sharing of Data

Data recorded and stored in the Application is for use by the Facility as needed for workflow, record keeping, and reporting purposes. All COVID-19 test results will be automatically reported to the appropriate STLT Public Health Agency based on both the testing facility ZIP code and the Patient's ZIP code, including all relevant fields as defined in the [HHS COVID-19 Laboratory Reporting Requirements](#). By entering results that are being reported to STLT Public Health Agency, the Facility attests that it is authorized to report the data via the Application. Though CDC will not actively access and obtain data from the Application, Facility, directly or in coordination with the relevant STLT Public Health Agency, may decide to use the Application to send deidentified data to CDC; such data sent to CDC will be maintained consistent with applicable federal laws.

Other Responsibilities

- You will be fully accountable for all data you submit and will cooperate with CDC or its agents in the event that CDC has a security concern with respect to any inquiry, submission, or receipt of data to or from CDC.
- You will promptly inform CDC in the event you identify misuse of and individually identifiable health information or protected health information you submit and/or access from the CDC Platform.
- You will promptly inform CDC in the event that you can no longer comply with any of the provisions set out in these Terms.
- You will immediately cease Application use when you no longer meet any of the terms of these Terms.
- You must adhere to the basic desktop security measures to ensure the security of any individually identifiable information or protected health information to which you have access in the Application.
- As may be required by applicable law you agree to obtain consent from and notify individuals whose data will be input into the Application that their personal information will be collected and used for public health purposes.
- When major changes are made to the Application and/or Platform (e.g., disclosure and/or data uses have changed since the notice at the time of original collection), you will be notified by email, and are responsible for notifying and obtaining consent from individuals whose individually identifiable or protected health information is in the Application
- In the unlikely event of a breach, you will be required to notify individuals whose individually identifiable or protected health information is in the Application and have been impacted by the breach. Assistance may be offered by CDC to aid in this process.
- You are required to ensure that anyone using the Application has been trained on handling sensitive and personal information.

Service Management

Right to Limit

Your use of the Application may be subject to certain limitations on access or use as set forth within these Terms or otherwise provided by CDC. These limitations are designed to manage the load on the system, promote equitable access, and ensure appropriate privacy protections and these limitations may be adjusted without notice, as deemed necessary by CDC. If CDC reasonably believes that you have attempted to exceed or circumvent these limits, your ability to use the Application may be temporarily or permanently blocked. CDC may monitor your use of the Application to improve the service or to ensure compliance with these Terms and reserves the right to deny any User access to the Application at its reasonable discretion.

Service Termination

If you wish to terminate your access to and use of the Application, you may do so by deactivating your account or by refraining from further use of the Application.

CDC reserves the right (though not the obligation) to: (1) refuse to provide the Application to you, if it is CDC's opinion that use violates any federal law or CDC policy; or (2) terminate or deny you access to and use of all or part of the Application at any time for any reason which in CDC's sole discretion it deems necessary, including to prevent violation of federal law or CDC policy. You may petition CDC to regain access to the Application through the support email address provided by CDC for the Application. If CDC determines in its sole discretion that the circumstances which led to the refusal to provide the Application or terminate access to the Application no longer

exist, then CDC may restore your access. All provisions of these Terms, which by their nature should survive termination, shall survive termination including, without limitation, warranty disclaimers, and limitations of liability.

Intellectual Property – License Grant and Restrictions.

The Application provided to User are for User's use. User may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products, or services obtained from CDC. Material provided by CDC are either owned by or the licensed property of the United States Department of Health and Human Services ("HHS") and the Centers for Disease Control and Prevention (CDC). HHS/CDC grants to you a limited, non-exclusive, non-transferable license to access the Application in the United States for the uses set forth in these Terms.

Disclaimer of Warranties

The Application Platform is provided "as is" and on an "as-available" basis. While CDC will do its best to ensure the service is available and functional at all times, CDC hereby disclaims all warranties of any kind, express or implied, including without limitation the warranties of merchantability, fitness for a particular purpose, and non-infringement. CDC makes no warranty that data will be error free or that access thereto will be continuous or uninterrupted.

Limitations on Liability

In no event will HHS or CDC be liable with respect to any subject matter of these Terms or your use of the Application under any contract, negligence, strict liability or other legal or equitable theory for: (1) any personal injury, or any special, incidental, indirect or consequential damages; (2) the cost of procurement of substitute products or services; or (3) for loss of profits, interruption of use or loss or corruption of data or any other commercial damages or losses.

HHS and CDC are not responsible for confidentiality or any information shared by the Facility or other user of the Application.

Disputes, Choice of Law, Venue, and Conflicts

Any disputes arising out of these Terms and access to or use of the Application shall be governed by applicable United States Federal law. You further agree and consent to the jurisdiction of the Federal Courts located within the District of Columbia and the courts of appeal therefrom and waive any claim of lack of jurisdiction or forum non conveniens.

Indemnification

You agree to indemnify and hold harmless HHS, including CDC, its contractors, employees, agents, and the like, from and against any and all claims and expenses, including attorney's fees, arising out of your use of the Application, including but not limited to violation of these Terms.

No Waiver of Rights

CDC's failure to exercise or enforce any right or provision of these Terms shall not constitute waiver of such right or provision.

Data Analytics and Monitoring Metrics

While using the Application, certain general data analytics on the usage patterns and performance of the Application may be gathered and stored automatically to assist with design and development of the Application. This general usage data is not linked to an individual's identity but IP address and device information may be included. Transactions are audited and stored for site monitoring, performance, and troubleshooting and may be tied to the individual performing an activity. Any such data will be maintained consistent with applicable federal laws.

By agreeing, you consent to our terms of service.

I AGREE TO SimpleReport's TERMS OF SERVICE.

PARENT/GUARDIAN SIGNATURE: _____

PARENT/GUARDIAN NAME (PRINTED): _____ DATE: _____

VERBAL CONSENT FROM THE PARENT/GUARDIAN/LEGAL REPRESENTATIVE GIVEN TO PSD EMPLOYEE

CURATIVE, INC. - Electronic Signature Consent

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Curative, Inc. and its subsidiaries (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the Curative system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the checkbox next to 'I agree to use electronic records and signatures' before clicking 'CONFIRM' within the Curative system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. If you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.20 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the Curative system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the Curative system all required notices, disclosures, authorizations, acknowledgments, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below.

Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Curative, Inc. and its subsidiaries:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: support@curative.com. To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at support@curative.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address. If you created a Curative account, you may update it with your new email address through your account preferences. To request paper copies from Curative, Inc. and its subsidiaries

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to support@curative.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may send us an email at support@curative.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

Required hardware and software

The minimum system requirements for using the Curative system may change over time. The current system requirements are:

- On desktop devices: Google Chrome (latest version) or Mozilla Firefox (latest version) or Safari (Mac OS only) 6.2
- On mobile devices: Apple iOS 7.0 or Android 4.0
- Allow per session cookies
- Recommended screen resolution: 1024 x 768 or greater
- Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this

ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONFIRM' within the Curative system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

You can access and read this Electronic Record and Signature Disclosure; and You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and Until or unless you notify Curative, Inc. and its subsidiaries as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgments, and other documents that are required to be provided or made available to you by Curative, Inc. and its subsidiaries during the course of your relationship with Curative, Inc. and its subsidiaries

I AGREE TO USE ELECTRONIC RECORDS AND SIGNATURES.

PARENT/GUARDIAN SIGNATURE: _____

PARENT/GUARDIAN NAME (PRINTED): _____ DATE: _____

VERBAL CONSENT FROM THE PARENT/GUARDIAN/LEGAL REPRESENTATIVE GIVEN TO PSD/CURATIVE EMPLOYEE

CURATIVE, INC. - HIPAA Disclosure

AUTHORIZATION FOR DISCLOSURE OF PROTECTED HEALTH INFORMATION

Test Results. I hereby authorize the disclosure of my protected health information, including my name, any and all test results, testing dates, and vaccination records provided by Pasco School District through Curative, Inc. and its subsidiaries, to:

- Me via email, even though email is not a completely secure means of communication.
- Me via SMS, even though SMS is not a completely secure means of communication.
- If applicable, Pasco School District, for purposes of informing its health and safety processes.

If this test is being provided as part of an employer or other organizational program, and I do not sign this authorization, I may not be permitted to receive the test and participate in such employer or other organizational program.

I also understand and agree to the following:

- I may refuse to provide this authorization.
- I may revoke the Test Results authorization at any time in writing emailed to Curative, Inc. and Curative Labs at support@curative.com, except to the extent that action has been taken in reliance on this authorization.
- If the Test Results authorization has not been revoked, it will terminate one year from the date of effectiveness indicated below.
- I have a right to request and receive a copy of this authorization.
- Once my information is disclosed pursuant to this authorization, it may no longer be protected by federal medical privacy law, known as HIPAA, and may be subject to redisclosure by the recipients.

This authorization is effective immediately upon clicking the button "Continue" on this authorization page.

I AGREE TO THE AUTHORIZATION FOR DISCLOSURE OF PROTECTED HEALTH INFORMATION.

PARENT/GUARDIAN SIGNATURE: _____

PARENT/GUARDIAN NAME (PRINTED): _____ DATE: _____

VERBAL CONSENT FROM THE PARENT/GUARDIAN/LEGAL REPRESENTATIVE GIVEN TO PSD/CURATIVE EMPLOYEE

CURATIVE, INC. - Assignment of Benefits

ASSIGNMENT OF BENEFITS

I hereby assign and convey all applicable health insurance benefits and/or insurance reimbursement, as well as all rights and obligations that I have under my health plan, to Curative, Inc. and its subsidiaries for services performed by Curative, Inc. and its subsidiaries I appoint Curative, Inc. and its subsidiaries as my authorized representative to:

- File medical claims with my health plan;
- File appeals and grievances with my health plan;
- File appeals or grievances with an external review committee at a state insurance board, independent review organization, Office of Personnel Management, Department of Labor or equivalent agency;
- File a complaint, regarding inaccurate claims processing, appeal processing or pricing to CMS or their agent regarding my Medicare Part B plan;
- Release medical and insurance information necessary to process claims or appeals;
- Obtain medical records related to services provided by Curative, Inc. and its subsidiaries when it is required to process a claim or appeal;
- Collect payment of any and all medical benefits and insurance proceeds directly from my health plan (including Medicare and Medicaid);
- Obtain medical records related to services provided by Curative, Inc. and its subsidiaries when it is required to process a claim or appeal;

I acknowledge and agree that I remain responsible should I receive payment of medical and/or other health benefits on account of services provided by Curative, Inc. and its subsidiaries I shall pay Curative, Inc. and its subsidiaries the full amount of that payment.

AUTHORIZATION RELEASE

I hereby authorize Curative, Inc. and its subsidiaries to:

- Release any information necessary to my health benefit plan (or its administrator) regarding my illness and treatments;
- Process and submit insurance claims generated in the course of examination or treatment; and
- Allow a photocopy of my signature to be used to process insurance claims, payment, grievances or appeals.

This authorization will remain in effect until revoked by me in writing.

OUT-OF-NETWORK DISCLOSURE AND PATIENT CONSENT

I understand that Curative, Inc. and its subsidiaries services may be designated as an out-of-network service by some insurance plans. As a result, there may be costs associated with these services that are not covered by my insurance plan. I hereby consent for out-of-network services to be provided by Curative, Inc. and its subsidiaries

ERISA AUTHORIZATION

I hereby designate, authorize, and convey to Curative, Inc. and its subsidiaries, to the full extent permissible under law and under any applicable insurance policy and/or employee health care benefit plan, the following:

- The right and ability to act as my Authorized Representative in connection with any claim, right, or cause of action against my health plan that I may have under such insurance policy and/or benefit plan; and
- File appeals or grievances with an external review committee at a state insurance board, independent review organization, Office of Personnel Management, Department of Labor or equivalent agency;

I understand I can revoke this authorization in writing at any time.

I AGREE TO THE ASSIGNMENT OF BENEFITS.

PARENT/GUARDIAN SIGNATURE: _____

PARENT/GUARDIAN NAME (PRINTED): _____ DATE: _____

VERBAL CONSENT FROM THE PARENT/GUARDIAN/LEGAL REPRESENTATIVE GIVEN TO PSD/CURATIVE EMPLOYEE