

# COVID-19 Testing Program

## Terms of Service

Vault Company, in conjunction with West Liberty University, are conducting COVID-19 testing (the "Program") through West Liberty University ("WLU"). To participate in the Program, You agree to be bound by the following terms and conditions, understanding that should You choose not to accept them, You will not be able to participate in the Program.

1. You are 18 years of age, the age of majority in your state, or are considered to be an "emancipated minor" and are requesting Program testing as required by the state of WV. **If You are under 18 years of age, Your legal guardian is requesting Program testing on Your behalf as required by the state of WV.**
2. While Vault implements safeguards to avoid errors, as with all laboratory tests, there is a chance of a false positive or false negative result. You understand and agree that testing performed by Vault for this Program does not replace the interpretation of results and the care recommendations of a physician. You understand and agree that it is solely Your responsibility to promptly discuss Your laboratory results with a physician. The test results that Vault provides are not intended to diagnose or treat disease and do not constitute the practice of medicine.
3. You understand that You will not receive any bill for charges from Vault or WLU associated with this Program.

## HIPAA / FERPA Authorization

I hereby authorize the Labs to disclose my protected health information ("PHI") as described in this Authorization to the WLU. **This Authorization applies to the following PHI: any and all laboratory report(s) relating to my COVID-19 testing ("COVID-19 testing").** I hereby acknowledge that my testing result will be shared with the WLU. My testing result will not be kept with my personnel file or student file and will be maintained by WLU in a confidential manner.

The state of WV and WLU are requiring COVID-19 testing for all its students, faculty, and staff that are returning to campus for the spring semester. WLU, as directed by the Governor, is undertaking this COVID-19 testing effort to assist in potentially preventing or lessening the threat that COVID-19 poses to the WLU community. As a result, a positive result will be shared on a need-to-know basis with designated University officials for the purpose of effecting quarantine measures and contact tracing, and I authorize the release of my PHI for these purposes.

This Authorization becomes effective immediately upon my signature and shall expire on May 7, 2021, or one year from the date of my signature, whichever is later.

I understand that:

- This Authorization is voluntary, and I may refuse to sign it. If I do not sign the Authorization, I am not eligible to receive COVID-19 testing through this COVID-19 testing Program. Additionally, if I refuse to take the COVID-19 testing, I may be unable to return to campus in the spring or face other disciplinary measures in accordance with the University's policies and procedures for employees and students.
- I may revoke this Authorization at any time prior to its expiration date by sending a written revocation notice to covidtesting@westliberty.edu. **The revocation will not have any effect on any actions taken in reliance on this Authorization.**
- Information used or disclosed pursuant to this Authorization will no longer be protected by the Health Insurance Portability and Accountability Act (HIPAA) and may be subject to redisclosure by the University, in accordance with Center for Disease Control and Department of Health and Human Services guidance related to the COVID-19 pandemic.
- I have a right to a copy of this Authorization.

I have read the Terms of Service and HIPAA/FERPA Authorization carefully, and all my questions were answered to my satisfaction. I hereby consent to participate in the Program pursuant to the terms set forth herein.

|   |      |                     |               |
|---|------|---------------------|---------------|
| Signature   | Date | Printed Name        | WLU ID Number |
| Parent Signature (REQUIRED, if under the age of 18) |      | Parent Printed Name |               |