



Group/Organization: \_\_\_\_\_ Location City: \_\_\_\_\_

- Employee or Member of Group       Family       Re-Test

**COVID-19 Patient Test Request Form and Agreement**

Please complete this form AND **provide a copy of patient's insurance card and identification at the time of collection.**

Patient Information: Completed by Patient or Guardian			
Specimen Collection Date:		Clinician Name (if applicable):	
First Name:		Last Name:	
Address:			
City:	State:	Zip Code:	County:
Email (Print Clearly):			
Phone Number:			
Date of Birth:	Age:	Sex: <input type="checkbox"/> Non-Binary <input type="checkbox"/> Male <input type="checkbox"/> Female	
Does the patient live or work in a congregate setting (e.g., long-term care facility, shelter, group home, prison) <input type="checkbox"/> YES <input type="checkbox"/> NO			
<b>Patient Clinical Information</b>			
Date of symptom onset:			
Symptoms Observed: <input type="checkbox"/> None		Does the patient have any underlying conditions?	
<input type="checkbox"/> Fever	<input type="checkbox"/> Runny nose	<input type="checkbox"/> None	<input type="checkbox"/> Immunocompromised
<input type="checkbox"/> Tiredness	<input type="checkbox"/> Loss of smell	<input type="checkbox"/> Unknown	<input type="checkbox"/> Pregnant
<input type="checkbox"/> Dry Cough	<input type="checkbox"/> Diarrhea	<input type="checkbox"/> Diabetes	<input type="checkbox"/> Chronic Lung Disease
<input type="checkbox"/> Body Ache	<input type="checkbox"/> Loss of Appetite	<input type="checkbox"/> Hypertension	<input type="checkbox"/> Chronic Liver Disease
<input type="checkbox"/> Nasal Congestion		<input type="checkbox"/> Cardiac Disease	<input type="checkbox"/> Chronic Kidney Disease
<input type="checkbox"/> Other		<input type="checkbox"/> Other	
<b>LABORATORY TESTING – Completed by Patient</b>			
Has the patient received the COVID-19 Vaccine? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Which COVID-19 Vaccine has the patient received? <input type="checkbox"/> Moderna <input type="checkbox"/> Pfizer <input type="checkbox"/> Johnson & Johnson vaccine			
<b>INSURANCE INFORMATION:</b>		<b>CARRIER NAME:</b>	
GROUP ID:		<input type="checkbox"/> <b>CASH ONLY – BILL TO CLIENT</b>	

I hereby acknowledge and give full and complete consent for testing and request:

- RT-PCR COVID Swab Test     SARS-Cov2 IgG Antibody Test     SARS-Cov2 IgM Antibody Test  
 Influenza A/B PCR

**SOURCE of RT-PCR Swab Test:**  Anterior Nares Swab (Nostril)  Nasopharyngeal Swab (Nasal)  Oropharyngeal Swab (Throat)

**1. Binding Arbitration:** I understand that any and all disputes, litigation, claims or disagreements that I (including my heirs, relatives or successors, collectively, the "Patient") on the one hand, may have against/with PMH Laboratory, Inc. (including any of PMH's contracted personnel, health care providers, administrators, employees or other PMH associated parties, collectively "PMH"), on the other hand, for alleged violation of any duty arising out of or related to this Agreement or the services performed pursuant to the Agreement, including any claims breach of contract, tort (including claims for professional or medical malpractice, personal injury, negligence, claims that medical services were unnecessary or unauthorized or were improperly, negligently, or incompetently rendered), for premises liability, or improper delivery of services or items irrespective of legal theory, or any damages or relief whatsoever, must be decided by binding arbitration and not by lawsuit or resort to court process. **It is understood that any dispute as to medical malpractice, that is as to whether any medical services rendered under this contract were unnecessary or unauthorized or were improperly, negligently or incompetently rendered, will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. Both parties to this contract, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.** I agree to give up the right to a jury trial and accept the use of binding arbitration. I understand that the full arbitration and dispute resolution provision that I am agreeing to is contained on the following pages of this Agreement in Article 4.

**2. Patient Consent and Release:** I hereby acknowledge full and complete consent to and make request for a SARS-Cov2 qPCR and/or IgG. I am physically able to have the nasal swab/blood draw and have never had an adverse reaction to any phlebotomy services. I hereby request and authorize PMH and its designated employee, agent or subcontractor who may be an independent nurse/healthcare staffing agency, not directly affiliated with PMH, to travel to the location to collect this sample for me or the person named above for whom I am the legal guardian. I hereby release PMH, including its principals, directors, members, employees, affiliates, suppliers, providers, subcontractors, successors, agents, their respective insurance carriers, and the location

18249 Gothard St ♦ Huntington Beach ♦ CA ♦ 92648 ♦ (562) 592-2890 Office ♦ (909) 803-9790

Fax CLIA 05D2137011 ♦ STATE CLF351210 ♦ COLA 028736

Rahil R. Khan, MD – Laboratory Director

sponsoring this clinic/program, its principals, directors, employees, affiliates, successors, or agents from any and all liability, injury or damage whatsoever arising from, or in any way connected with, this SARS-CoV-2 qPCR and/or IgG Antibody Test or the administration of same including, but not limited to, acts of negligence. I authorize my medical information herein, including tests results, to be shared with my physician/insurance/employer/school/organization or group. I understand that PMH will use and disclose my personal and health information to treat me, to receive payment for the services provide. Disclosures may be made to public health agencies as required, and for our other health care operations which generally include those activities PMH performs to improve quality care. PMH has prepared a detailed NOTICE OF PRIVACY AND CONFIDENTIALITY PRACTICES to help better understand its policies regarding personal health information. I acknowledge that I have received a copy of the Notice of Privacy and Confidentiality Practices. I agree to remain in the general area for at least 5 minutes after collection of samples.

**3. Instruction to Patient and Disclosure of Temporary Approval:** Please provide a copy of this form/Agreement to your physician and/or healthcare provider for your medical records. This test is for informational purposes only and to be discussed with your health care professional. PMH is not providing you with medical advice nor is PMH responsible for any outcome in your care or treatment. Please keep in mind that a positive result does not mean you are immune or cannot become re-infected. This test was developed, and its performance characteristics were determined by PMH. This test has not been FDA cleared or approved. This test has been authorized by the FDA under an Emergency Use Authorization (EUA). This test has been validated in accordance with the FDA's Guidance Document (Policy for Diagnostics Testing in Laboratories Certified to Perform High Complexity Testing under CLIA prior to Emergency Use Authorization for Coronavirus Disease-2019 during the Public Health Emergency) issued on April 20, 2020. FDA independent review of this validation is pending. This test is only authorized for the duration of time the declaration that circumstances exist justifying the authorization of the emergency use of in vitro diagnostic tests for detection of SARS-CoV-2 virus and/or diagnosis of COVID-19 infection under section 564(b)(1) of the Act, 21 U.S.C. 360bbb-3(b)(1), unless the authorization is terminated or revoked sooner.

**4. DISPUTE RESOLUTION AND BINDING ARBITRATION PROCESS:** The Federal Arbitration Act ("FAA"), not state law, shall govern the arbitrability of all disputes between us regarding or arising out of this Agreement, including the "No Class Action Matters" Section below. BY AGREEING TO ARBITRATE, EACH PARTY IS GIVING UP ITS RIGHT TO GO TO COURT AND HAVE ANY DISPUTE HEARD BY A JUDGE OR JURY. Any Dispute will be resolved solely by binding arbitration in accordance with the then-current Rules of the Judicial Arbitration and Mediation Services Inc. ("JAMS") using JAMS' streamlined Arbitration Rules and Procedures (the "Rules"), or if after submission to JAMS, JAMS on its own determines that it cannot administer the Dispute for some reason, then by any other arbitration administration service that the parties consent to in writing or which a court may order the parties to utilize upon a motion to compel arbitration, including and such service's arbitration rules (which are included in the definition of "Rules" used herein). The parties can obtain the JAMS procedures, rules, and fee information as follows: 800.352.5267 and <http://www.jamsadr.com>.

**(A) Arbitration Process:** A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the Rules. The arbitrator will be either a retired judge or an attorney licensed to practice law in California with at least 20 years of experience. The parties will first attempt to agree on an arbitrator. If the parties are unable to agree upon an arbitrator within twenty-one (21) days of receiving the list of eligible neutrals, then JAMS will appoint the arbitrator in accordance with the Rules. The arbitration may be conducted by telephone, virtually, or based on written submissions, and if an in-person hearing is required, then it will be conducted in the Orange County, California. The parties will each pay an equal share of the administrative and arbitrator's fees and other costs (and I acknowledge that I will be responsible for a portion or percentage of such fees) in accordance with the requirements of the Rules; but if the Rules (or other applicable arbitration rules or laws) require PMH to pay a greater portion or all of such fees and costs in order for this Section to be enforceable, then PMH will have the right to elect to pay the fees and costs and proceed to arbitration. The arbitration will be conducted by a single arbitrator who will apply and be bound by this Agreement, and will determine any Dispute according to applicable law and facts based upon the record and no other basis, and will issue a reasoned award only in favor of the individual party seeking relief and only to the extent to provide relief warranted by that party's individual claim. The arbitrator will render an award within the time frame specified in the Rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator will have the authority to award monetary damages on an individual basis and to grant, on an individual basis only, any non-monetary remedy or relief available to an individual to the extent available under applicable law, the Rules, and this Agreement. The arbitrator's award of damages and/or other relief must be consistent with the amounts of damages or other relief for which a party may be held liable.

**(B) Governing Law:** The parties agree that the arbitrator shall exclusively apply California substantive law and that California substantive law shall apply to disputes governed by this Agreement, including but not limited to, Code of Civil Procedure Sections 340.5 and 667.7 and Civil Code Sections 3333.1 and 3333.2. Any party may bring before the arbitrator a motion for summary judgment or summary adjudication in accordance with the Code of Civil Procedure. Discovery and procedural issues shall be conducted pursuant to the Rules. All issues are for the arbitrator to decide. Attorneys' fees will be available to the prevailing party in the arbitration only if authorized under applicable substantive law governing the claims in the arbitration. If the arbitrator finds that either the substance of the claim or the relief sought in the Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), PMH will have the right to recover its attorneys' fees and expenses. This arbitration provision shall survive termination of this Agreement.

**(C) No Class Action or Mass Action Matters:** THE PARTIES AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, MASS OR REPRESENTATIVE PROCEEDING OR AS AN ASSOCIATION. Disputes will be arbitrated only on an individual basis and will not be joined or consolidated with any other arbitrations or other proceedings that involve any claim or controversy of any other party unless with the consent of all parties including PMH. There shall be no right or authority for any Dispute to be arbitrated on a class action basis or on any basis involving Disputes brought in a purported representative capacity on behalf of the general public, or other persons or entities similarly situated.

**(D) Jurisdiction and Venue:** Except where arbitration is required as set forth above, or for the enforcement of any arbitration decision or award, any action or proceeding relating to any Dispute arising hereunder may only be instituted in state or Federal court in Orange, California to the exclusion of all other jurisdictions. Accordingly, the parties consent to the exclusive personal jurisdiction and venue of state or Federal court in Orange, California for such matters.

**(E) Acknowledgement:** I acknowledge I am free to seek services from another entity, including one that may not require me to sign an arbitration agreement, and that I freely made my own independent decision as to whether or not I should sign this Agreement.

**5. Severability:** If any provision of the Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provisions or application and to this end the provisions of this Agreement are declared to be severable.

**6. Capacity to Execute:** The person signing this Agreement attests and verifies that they possess the authority in their individual capacity, or as parent or guardian, to enter into this Agreement and to bind the Patient.

**NOTICE: BY SIGNING THIS CONTRACT YOU ARE AGREEING TO HAVE ANY ISSUE OF MEDICAL MALPRACTICE DECIDED BY NEUTRAL ARBITRATION AND YOU ARE GIVING UP YOUR RIGHT TO A JURY OR COURT TRIAL. SEE ARTICLE 1 OF THIS CONTRACT.**

**Patient/Guardian Signature: \_\_\_\_\_ DATE: \_\_\_\_\_**