

Pooled Testing Program: Statement of Assurances

To support safe and effective COVID-19 testing, Maine Department of Health and Human Services (DHHS) and Department of Education (DOE) seek the following electronically-signed assurances from camps. For pooled testing, we define eligible “Camps” as school-based summer programs (in-person learning or summer camp) and summer programs outside of schools that focus on providing equitable access to educational and recreational activities. For ongoing access to pooled testing, please observe the following assurances: have an authorized individual (a camp healthworker or Director) ‘sign’ by selecting “Yes” in the enrollment application form.

Consent & Privacy

- Collect and maintain all required consent and authorization for the administration of pooled testing as well as follow up diagnostic testing from campers’ parents/guardians, staff, and any other person participating in the pooled testing program, using the form furnished by the Pooled Testing Service Provider;

Testing Protocols

- Test all consenting staff and campers in a pooled test at least once per week, on a schedule set by the authorized camp program and the Pooled Testing Service Provider;
- Follow process outlined by the Pooled Testing Service Provider, to allow for same-day delivery to the pooled testing laboratory of pooled test specimens taken from students, teachers, and staff;
 - Immediately inform the Pooled Testing Service Provider in the event of a delay.
- Implement a robust protocol to follow-up on a positive test result from a pool with individualized diagnostic testing of all members in the pool. The protocol and supplies necessary for follow-up testing must be in place prior to commencing pooled testing;
 - Utilizing rapid Abbott BinaxNOW antigen tests for individual diagnostic follow-up testing is required.
 - Facilities must report ALL individual diagnostic tests to Maine CDC regardless of result (positive, negative, or indeterminate). This can be done by electronic laboratory reporting or through the online REDCap Point of Care reporting portal

Isolation, Quarantine, & Contact Tracing

- Follow protocols to identify positive cases from a positive pool. Once identified, isolate the individual immediately. Day campers should be sent home with isolation guidance about when they might return. Camps must follow [Maine DECD general guidelines](#) for mitigation, isolation and quarantine, conducting additional contact tracing if necessary, and reporting to Maine CDC ALL individual diagnostic test results. Campers identified as close contacts who do not participate in pooled testing must be quarantined) (at home if it is a day camp or in a defined area if it is an overnight camp
- Individuals in isolation or quarantine CANNOT travel on public transportation. If they need to travel it must be by private vehicle.

Training & Compliance

- Communicate with staff, campers, and families about this program on an ongoing basis, monitor it for compliance on-site, and train staff and campers to conduct these tests (in some cases, with direction and support from the Pooled Testing Service Provider);
- Work with the Pooled Testing Service Provider, depending on the support level needed by the authorized camp program, to promote an effective delivery of this program including following instructions from the Pooled Testing Service Provider; and
- Monitor staff and campers for compliance with PPE guidance and directives.

Platform Terms & Conditions

The Camp acknowledges the requirement, for itself and its authorized users, to comply with the following Terms & Conditions of engagement with the Pooled Testing Service Provider under the state's Pooled Testing Program:

- **Access; Restrictions.** The Camp stated above will access and use the Pooled Testing Services Provider's online portal and any related software (collectively, the "Platform") solely for camp's internal, non-commercial purposes. The Camp will not, and will not permit any third party to, directly or indirectly (a) reverse engineer the Platform or attempt to discover or disclose any underlying ideas, algorithms or source code (except to the extent such restriction is prohibited by law); (b) publish, modify, reproduce or create derivative works based on the Platform or any data contained therein; (c) sell, offer for sale, rent, lease, license, sublicense, or redistribute any or all of the Platform or any data contained therein; (d) circumvent, remove, deactivate or thwart any protections or security measures in the Platform; or (e) otherwise access or use the Platform or any data or information received through the software in a manner inconsistent with this Statement of Assurances (including these Terms & Conditions) or applicable laws, rules and regulations.
- **Confidentiality.** The Camp stated above will hold the Platform and any data or information, including personally identifiable information, received through the Platform in strict confidence and will protect the same with at least the same degree of care with which a camp protects its own similar confidential information, which protections shall be in compliance with applicable laws, rules and regulations, including, without limitation, those related to privacy and personal information.
- **Representation/Warranty.** The Camp stated above represents, warrants, and covenants that it has and will have the legal authority and all rights and consents necessary to provide the data and information it provides under these Terms & Conditions for the purposes described therein, including, without limitation, any consents as required under this Statement of Assurances.
- **Third Party Beneficiary.** The assigned Pooled Testing Service Provider (as communicated to the Camp) is an intended third-party beneficiary of this Statement of Assurances (including these Terms & Conditions) and is entitled to rely upon the rights and benefits hereunder and may directly enforce the provisions hereof as if it were a party hereto. Any oversight, monitoring or evaluation of the activities of the Camp by the assigned Pooled Testing Service Provider or DHHS or DOE shall not diminish or relieve in any way the liability of the Camp for any of its duties and responsibilities under this Agreement.