

Maine Pooled Testing Program: Statement of Assurances

To support the effective administration of this program, as well as the safe and effective administration of pooled testing, Maine Department of Health and Human Services (DHHS) and Department of Education (DOE) seek assurances from each School Administrative Units (SAUs) or other approved private school before authorizing access to the pooled testing services. Noncompliance with the below assurances may result in the termination of services. Specifically, for access to pooled testing program services made available by DHHS and DOE, each SAU or other approved private school must agree to carefully follow all pooled testing program guidance and requirements posted by DHHS and DOE. As part of the application the authorized official will certify that they agree to these assurances.

Consent & Privacy

- Collect and maintain all required consent and authorization for the administration of a pooled test from students' parents/guardians, teachers, staff, and any other person participating in the pooled testing program, using the form furnished by DOE or the Pooled Testing Service Provider;
- Protect the privacy of individuals participating in the pooled testing program; if needed for follow-up testing, disclose personally identifiable information (PII) about students from education records with the Pooled Testing Service Provider only after parents have consented to testing and sharing results.

Testing Protocols

- Test all consenting staff and students in a pooled test at least once per week, on a schedule set by the authorized school and the Pooled Testing Service Provider;
- 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.
- 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.

Isolation, Quarantine, & Contact Tracing

- Follow protocols to ensure positive pool members stay home from school until it is safe to return, which would include following DOE Standard Operating Procedures for ordinary isolation and quarantine, conducting additional contact tracing if necessary, and reporting to Maine CDC positive individual diagnostic test results as instructed.

Training & Compliance

- Communicate with teachers, staff, students, and families about this program on an ongoing basis, monitor it for compliance on-site, and train staff and students 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 school, to promote an effective delivery of this program including following instructions from the Pooled Testing Service Provider; and
- Monitor staff and students for compliance with PPE guidance and directives.

Platform Terms & Conditions

The SAU or approved private school 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 SAU or approved private school stated above will access and use the Pooled Testing Services Provider's online portal and any related software (collectively, the "Platform") solely for school's internal, non-commercial purposes. The SAU or approved private school 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 SAU or approved private school 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 School 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 SAU or approved private school 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 SAU and approved private school) 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 SAU or approved private school by the assigned Pooled Testing Service Provider or DHHS or DOE shall not diminish or relieve in any way the liability of the SAU or approved private school for any of its duties and responsibilities under this Agreement.