*****Massachusetts Department of***

***Elementary and Secondary Education***

### 75 Pleasant Street, Malden, Massachusetts 02148-4906 Telephone: (781) 338-3000 TTY: N.E.T. Relay 1-800-439-2370

|  |  |
| --- | --- |
| Jeffrey C. Riley*Commissioner* |  |

**COVID-19 Testing Program: Statement of Assurances
School Year 2021-22**

**Updated January 18, 2022**

To reduce transmission of COVID-19 and to support in-person classroom instruction, the Massachusetts Executive Office of Health and Human Safety (EOHHS) and the Massachusetts Department of Elementary and Secondary Education (DESE) are making COVID-19 testing available to districts and schools[[1]](#footnote-2) that apply at no cost through the end of the 2021-22 school year.

The SY22 COVID-19 Testing Program involves a variety of testing options. Districts and schools may choose between the below options, and they are welcome to change or add testing options throughout the school year. However, to minimize the impact of quarantining due to exposure to COVID-19, it is strongly recommended districts participate in the diagnostic components of the COVID-19 Testing Program.

*Diagnostic Testing:*

* *Symptomatic Testing:* (for when individuals present symptoms while at school; individuals should not go to school if experiencing symptoms while at home): Shallow nasal swab samples are collected at school using the BinaxNOW rapid antigen test or another approved diagnostic test.

*Routine COVID Pooled Testing (previously referred to as “pooled testing”):*

* *Routine COVID Pooled Testing and School-Based Follow-Up Testing:* Shallow nasal swab samples are collected at school and put into a single tube (maximum of 10 samples per tube). If a group tests positive, individual Follow-Up testing occurs at the school with BinaxNOW and/or individual PCR testing, as necessary.
* *Routine COVID Pooled Testing and Lab-Based Follow-Up Testing:* Shallow nasal or saliva samples are collected and kept separate before being grouped at the lab. If a group tests positive, individual Follow-Up testing occurs at the lab. Individual test results are reported to the school.

No COVID-19 test is perfect, and any test may produce false positives (i.e., indicate that an individual has COVID-19 when they do not) or false negatives (i.e., indicate that an individual does not have COVID-19 when they do). Notwithstanding the results of any COVID-19 test, [Applicant district/school] should encourage members of the school population to consult their individual health care providers if they have signs or symptoms of COVID-19, or otherwise believe they have been exposed to COVID-19.

In the event of a positive test result, individuals should follow the [COVID-19 Response Protocols](https://www.doe.mass.edu/covid19/on-desktop/protocols/protocols.pdf).

Upon approval as an authorized school, [Applicant district/school] will be introduced to CIC Health that will provide requested staff (specimen collectors/observers and program/testing coordinator(s)), training for on-site program implementation, and a call-in line and/or dedicated email for further support, if needed. The project coordinator(s) and call-in telephone line and/or dedicated email will provide on-demand technical assistance support to school staff on topics that include, but are not limited to, delivery issues, specimen collection, labeling tubes, transporting samples, test results, isolation and quarantine protocols, and training.

To support the effective administration of the SY22 COVID-19 Testing Program, EOHHS and DESE seek assurances from [Applicant district/school] before authorizing access to the COVID-19 testing services. Noncompliance with the below assurances may result in the termination of services. Specifically, for access to COVID-19 Testing Program services made available by EOHHS and DESE, [Applicant district/school] must agree to:

* Carefully follow all COVID-19 Testing Program guidance, protocols, and requirements posted by EOHHS, DESE, and the Massachusetts Department of Public Health: <https://www.doe.mass.edu/covid19/on-desktop/protocols/>

**Consent & Privacy**

* Prior to any test administration, collect and maintain all required consent and authorization for the administration of a COVID-19 test, whether diagnostic or routine COVID pooled tests, from students’ parents/guardians, teachers, staff, and any other person participating in the COVID-19 Testing Program, using the form furnished by DESE and CIC Health;
* Protect the privacy of individuals participating in the COVID-19 Testing Program;[[2]](#footnote-3) disclose personally identifiable information (PII) about students from education records with CIC Health only after parents have consented to testing and sharing results or as otherwise permitted by the federal Family Educational Rights Privacy Act and the Massachusetts Student Record Regulations.[[3]](#footnote-4)
* Ensure that students who cannot or refuse to participate in the COVID-19 Testing Program are not barred from in-person learning opportunities on the basis of that refusal.
* Refrain from charging students, teachers, staff, or other members of the school community for any costs associated with participating in the COVID-19 Testing Program.

**COVID-19 Testing Protocols**

* Implement diagnostic and screening testing protocols to all consenting staff and students as described in the [COVID-19 Response Protocols document](https://www.doe.mass.edu/covid19/on-desktop/protocols/protocols.pdf).

**Isolation, Quarantine, & Contact Tracing**

* Authorized schools must review and be familiar with the appropriate COVID-19 Response Protocols, as recommended by DESE, to ensure individuals stay home from school until it is safe to return, follow isolation and quarantine protocols, and to conduct contact tracing, if necessary.

**Training & Compliance**

* Communicate with teachers, staff, students, and families about the COVID-19 Testing Program on an ongoing basis, monitor it for compliance on-site, and train staff and students to conduct these tests, as necessary;
* Work with CIC Health, depending on the support level needed by the authorized school, to promote an effective delivery of this program including following instructions from the CIC Health; and
* Monitor staff and students for compliance with PPE guidance and directives.

**Platform Terms & Conditions**

Additionally, [Applicant district/school] acknowledges the requirement, for itself and its authorized users, to comply with the following Terms & Conditions of engagement with CIC Health under the state’s COVID-19 Testing Program:

1. ***Access; Restrictions.*** The School stated above will access and use CIC Health’s online portal and any related software (collectively, the “Platform”) solely for the school’s internal, non-commercial purposes. The 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.
2. ***Confidentiality.*** The 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.
3. ***Representation/Warranty.*** The 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.
4. ***Third Party Beneficiary.*** CIC Health 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 School by CIC Health or EOHHS shall not diminish or relieve in any way the liability of the School for any of its duties and responsibilities under this Agreement.

Superintendents, charter school leaders, and executive directors: please complete the information and sign below to affirm that you make the above-listed assurances.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of District or School

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Superintendent/Executive Director Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Signature

If you are submitting as a district or an organization with multiple schools, please list all individual schools on behalf of which you are submitting this Statement of Assurances:

1.
2.
3.
4.
5.
6.
7.
8.
9.
10.
11.
12.
13.
14.
15.

(Please continue if necessary)

1. The term “districts and schools” in this document refers to a public school district, charter school, approved special education school, education collaborative, or private/parochial school, that seeks to be authorized by the Executive Office of Health and Human Services (acting in consultation with the Department of Elementary and Secondary Education) to receive COVID-19 Testing Services from a contractor approved by the Executive Office of Health and Human Services. [↑](#footnote-ref-2)
2. For more information about districts responsibilities to protect privacy in connection with Covid-19 testing, the United States Department of Education has issued the following guidance: <https://studentprivacy.ed.gov/resources/ferpa-and-coronavirus-disease-2019-covid-19> [↑](#footnote-ref-3)
3. As stated above, the terms “districts” and “schools” apply to private schools as well as schools offering recreational and educational programming in the summer. Irrespective of the degree to which FERPA or other privacy laws may apply to these schools and summer educational or recreational programs, all schools seeking authorization to participate in the Pooled Testing Program shall protect the privacy of PII about test subjects according to the terms of this Statement of Assurances including, but not limited to, using PII about test subjects only for the purpose of administering the Pooled Testing Program, and disclosing PII about test subjects only with authorized consent or if required by law. [↑](#footnote-ref-4)