

NM Department of Health
ELC-Reopening of Schools Pooled Testing Program
Statement of Assurances

To reduce transmission of COVID-19 and to support in-person instruction, the New Mexico Department of Health (NM DOH) is making COVID-19 school-based pooled testing services available to districts and schools at no cost through the end of the 2021-2022 school year. This will include extended and summer school. Schools and districts must submit an application at the link provided by NM DOH to receive testing and related services.

Pooled testing services for COVID-19 combine, i.e., “pool,” a set of individual test specimens and yield a single test result for the overall pool. The pooled test results are not intended for diagnostic or treatment purposes but instead serve as a screening tool to increase the likelihood of identifying possible positive cases in the school population.

No COVID-19 test is perfect and the pooled test may produce false positives (i.e., indicate that at least one individual has COVID-19 when no one in the pooled population actually does) or false negatives (i.e., indicate that no individual in the pooled population has COVID-19 when one or more individuals actually do). Notwithstanding the results of any pooled test, participating schools and districts 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 from the pool, individual-level follow-up testing will be required.

The participating school or district will be assigned to a pooled testing provider by the NM DOH that will provide either full-service COVID-19 pooled testing or training for school staff to conduct on-site pooled testing, as well as a call-in line and/or dedicated email for further support, if needed. This call-in telephone line and/or dedicated email will provide basic 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 this program as well as the safe and effective administration of pooled testing, the NM DOH seek assurances from [Applicant district/school] before authorizing access to the pooled testing services.

For access to pooled testing program services made available by NM DOH, [Applicant district/school] (“Applicant”) must agree to the following:

Consent and Privacy

Applicant will follow all pooled testing program guidance and requirements provided by the NM DOH or the pooled testing service. Prior to pooled test administration, Applicant will collect and maintain all required consent for the administration of a pooled test from students’ parents/guardians, teachers, staff, and any other person participating in the pooled testing program. Applicant must use the consent form furnished by the pooled testing provider.

Applicant will protect the privacy of individuals participating in the pooled testing program. If needed for follow-up testing, personally identifiable information (PII) about students from education records may be disclosed to the pooled testing provider, only after parents have consented to testing and sharing results or as otherwise permitted by the federal Family Educational Rights Privacy Act. Applicant will refrain from charging students, teachers, staff, or other members of the school community for any costs associated with participating in the pooled testing program.

Testing Protocols

Staff and students with consent may participate in the pooled screening and surveillance COVID-19 once per week regardless of vaccination status, on a schedule set by the authorized school and the testing provider. It is **recommended** that 25 percent of student population be screened every week with the pooled method of COVID-19 screening. Applicant must follow all requirements for surveillance testing per the NM Public Health Order or NM PED toolkit. Results from the pooled screening can be used to meet requirements for NM educational staff surveillance.

Applicant will have plans and written protocols in place for contact tracing, home quarantine, and reporting for all positive test result from the pooled testing screening and at a minimum follow the NM PED Toolkit. For staff or students requesting diagnostic COVID -19 testing due to COVID-19 like symptoms or COVID -19 exposure, the pooled testing screening may be used; however, other options perhaps would be better suited for this situation.

Isolation, Quarantine, and Contact Tracing

To determine the exact source(s) of the positive test result, Applicant must also have in place appropriate protocols to ensure individuals stay home from school until it is safe to return, follow NM DOH isolation and quarantine protocols, and conduct additional contact tracing if necessary,

and to report to NM DOH positive individual diagnostic test results within 24 hours.

Training & Compliance

Applicant will communicate with teachers, staff, students, and families about this program on an ongoing basis and coordinate training to be provided by the pooled testing provider for staff that will be conducting these tests. Applicant will work with the pooled testing provider, depending on the support level needed, to promote an effective delivery of this program including following instructions from the pooled testing provider or the NM DOH.

Platform Terms & Conditions

Applicant acknowledges the requirement, for itself and its authorized users, to comply with the following Terms & Conditions of engagement with the assigned pooled testing provider:

- I. Access; Restrictions.*** Applicant will access and use the pooled testing provider's online portal and any related software (collectively, the "Platform") solely for the school's internal, non-commercial purposes. Applicant 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.
- II. Confidentiality.*** Applicant 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 follow applicable laws, rules and regulations, including, without limitation, those related to privacy and personal information.
- III. Representation/Warranty.*** Applicant 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.
- IV. Third Party Beneficiary.*** The assigned pooled Testing provider 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 the assigned pooled testing provider or the NMDOH 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:

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SAMPLE