

**MEMORANDUM OF AGREEMENT FOR THE SHARING OF ABBOTT BINAXNOW TEST KITS FOR THE COVID-19 VIRUS BETWEEN THE COUNTY OF ULSTER AND THE WALLKILL CENTRAL SCHOOL DISTRICT**

THIS MEMORADUM OF AGREEMENT (the "Agreement"), is entered into by and between the **COUNTY OF ULSTER**, a municipal corporation with principal offices at 244 Fair Street, Kingston, New York 12401 (the "County"), by and through its **DEPARTMENT OF HEALTH**, with principal offices at 239 Golden Hill Lane, Kingston, New York 12401 (the "Department") and **WALLKILL CENTRAL SCHOOL DISTRICT**, having its principal office at 1500 Route 208, Wallkill, New York 12589 (the "District") (each referred to as a "Party," together, the "Parties").

**WITNESSETH:**

**WHEREAS**, COVID-19 is an infection associated with fever and signs and symptoms of pneumonia or other respiratory illness, and appears to be transmitted from person to person predominately through droplet transmission, and if spread in the population could have serious public health consequences; and

**WHEREAS**, on March 20, 2020, the Federal Emergency Management Agency ("FEMA") issued a Major Disaster Declaration for New York State, dating back to January 20, 2020, relating to the exigent and emergency circumstances created by the COVID-19 pandemic; and

**WHEREAS**, the County intends to seek reimbursement for the services provided under the Agreement from the Federal Emergency Management Agency ("FEMA") Public Assistance Program; and

**WHEREAS**, Abbot Laboratories has developed the Abbott BinaxNOW™ COVID-19 Ag Cardis a rapid (15 minutes) immunochromatographic membrane assay for the qualitative detection of the Covid-19 Virus (referred to hereinafter as, the "Rapid Test Kit"); and

**WHEREAS**, the Department is certified by the New York State Department of Health (NYSDOH) as a Limited Service Laboratory (LSL) and as such may perform and distribute the Rapid Test Kit to eligible school medical personnel as partners in the strategy to deploy rapid testing to the public, free of charge; and

**WHEREAS**, the Department, as a Local Health Department, is permitted to allow schools to conduct testing of students, teachers and staff under its LSL certification; and

**WHEREAS**, NYSDOH has provided the Department with a supply of the Rapid Test Kits with sufficient extraction reagent to conduct periodic testing of students, teachers, and staff as deemed necessary by the District for screening purposes, and the ability for the District to request additional Rapid Test Kits; and

**WHEREAS**, upon execution of this Agreement, the Department will be the holder of the Limited Laboratory Service and the District will adhere to the requirements set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the premises and the covenants hereinafter set forth, the County and the District agree as follows:

1. Department Responsibilities:

- (a) The Department will allow the District to conduct testing, using the Rapid Test Kits provided by the Department, under its LSL certification for the purpose of the periodic testing of students, teachers and staff as deemed necessary by the District for screening purposes.
- (b) The Department agrees to provide training, as needed, to Registered Nurses employed by the District as set forth in Schedule A, which is attached hereto and made a part of this Agreement, and upon completion of training, allow those nurses who are listed in the Certification of Training to conduct tests using the Rapid Test Kits provided for the purpose of fulfilling this Agreement.

2. District Responsibilities:

- (a) The District agrees to accept Rapid Test Kits to operate with assay kits replenished at a rate limited by the amount the Department is able to acquire from NYSDOH.
- (b) The District shall conduct tests according to the protocol and procedures as set forth in Schedule A.
- (c) The District shall provide the following information to Ulster County Department of Health: test date, school name, school district, population tested (student, teacher, staff), number of tests conducted, number of positives, number of negatives, number of indeterminate, number of test kits remaining. For every positive case identified, the District shall provide the name, DOB, and phone number for the patient. In the event of an indeterminate result, tests must be repeated on the same day. These reports should be submitted to Lissette McNulty/Director of Public Health Nursing Services using the attached spreadsheet (Exhibit A) within 24 hours of the test date. The spreadsheet will be provided in electronic form via email from the Director of Public Health Nursing Services.
- (d) The District shall enter each test result (positive and negative) into the New York State Department of Health Electronic Clinical Laboratory Reporting System.
- (e) The District shall strongly suggest that every person who receives a positive result to contact his or her Primary Care Provider and follow all isolation and quarantine protocols required by NYSDOH guidelines as promulgated on the date of the positive result.



3. Duration and Review

This Agreement shall commence on January 01, 2022 and will continue in full force and effect through December 31, 2022, unless earlier terminated by either party as provided in Paragraph 4 of this Agreement.

4. Miscellaneous:

- (a) Each Party agrees to defend, indemnify and hold harmless the other Party, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of the performance of its obligations pursuant to this Agreement, that either Party, or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of the other Party, its employees, representatives, subcontractors, assignees or agents.
- (b) Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party (i) for the Party's convenience, or (ii) upon the failure of the other Party to comply with any of the terms or conditions of this Agreement.
- (c) No changes, amendments, or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the Parties to this Agreement.
- (d) Except as expressly provided otherwise in this Agreement, all notices given to any of the Parties pursuant to or in connection with this Agreement will be in writing, will be delivered by hand, by certified or registered mail, return receipt requested, or by Federal Express, Express Mail, or other nationally recognized overnight carrier. Except where otherwise specifically defined within this Agreement, notices will be effective when received. Notice addresses are as follows:

If to the District:

Wallkill Central School District  
1500 Route 208  
Wallkill, NY 12589  
Attention: Kevin Castle, Superintendent

If to the County:

Ulster County Department of Health  
239 Golden Hill Lane, Kingston, New York 12401  
Attention: Commissioner

Any communication or notice regarding indemnification, termination, litigation, or proposed changes to the terms and conditions of this Agreement will be deemed to have been duly made upon receipt by both the Ulster County Department of Health and the Ulster County Attorney's Office at the addresses set forth herein, or such other addresses as may have been specified in writing by the County:

Mailing Address:

County of Ulster  
Attention: County Attorney  
Post Office Box 1800  
Kingston, New York 12402

Physical Address:

County of Ulster  
Attention: County Attorney  
244 Fair Street, 5<sup>th</sup> Floor  
Kingston, New York 12401

- (e) Either Party may, by written notice to the other Party given in accordance with the foregoing, change its address for notices.
  - (f) This Agreement is governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.
5. The County acknowledges that in performing the services required by this Agreement, the County, its agents, representatives and employees, may receive personally identifiable and/or confidential information protected by the Health Insurance Portability and Accountability Act ("HIPAA") and/or the Family Educational Rights and Privacy Act ("FERPA") and/or Education Law §2-d. To the extent necessary, the County shall execute a Data Privacy Agreement in the form attached hereto as Schedule B. The County, its agents, representatives and employees shall not use, publish or disclose to third parties any information pursuant to this Agreement which contains personally identifiable and/or confidential information except as is necessary to perform the services provided for in this Agreement or as otherwise permitted by law, rule, regulation, or guidance promulgated in accordance therewith. The County understands and acknowledges that it shall maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of any personally identifiable and/or confidential information that it receives in performance of the services provided for in this Agreement.
6. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any Party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all the Parties reflected herein as the signatories. Signatures transmitted by facsimile or pdf/email transmission shall be deemed originals for this purpose.



**IN WITNESS WHEREOF**, the Parties hereto have caused their duly authorized representatives to enter into this Agreement as of the dates set forth below.

ULSTER COUNTY DEPARTMENT OF HEALTH

WALLKILL CENTRAL  
SCHOOL DISTRICT

By: \_\_\_\_\_

NAME: Carol M. Smith, MD, MPH

(approved as to content)

TITLE: Commissioner

DATE: \_\_\_\_\_

By: \_\_\_\_\_

NAME: Kevin Castle

TITLE: Superintendent

DATE: \_\_\_\_\_

COUNTY OF ULSTER

By: \_\_\_\_\_

TITLE: Chair, Ulster County Legislature

PRINT NAME:

DATE: \_\_\_\_\_

## **SCHEDULE A**

### **I. EQUIPMENT AND MATERIALS**

Equipment and materials to be supplied by the Department:

Initial Transfer:

- Abbott BinaxNOW COVID-19 Ag Cards (40/kit)
- Ancillary supplies per kit:
  - Extraction reagent (1)
  - Sterile nasal swabs (40)
  - Positive Control swab (1)
  - Negative control swab (1) (use of sterile patient swab)
  - Package insert (1)
  - Procedure card (1)
  - BinaxNOW COVID-19 Ag Card Patient Fact Sheets (40)
- Not included but recommended supplies:
  - Stopwatch

### **II. INSTRUMENT OPERATION**

This section outlines the measures that the District will employ when utilizing the Abbott BinaxNOW COVID-19 Ag Cards and materials provided by the Department.

The District agrees to assess patient need, administer the test, and report all results within the following parameters:

#### **Intended Use**

The Abbott BinaxNOW™ COVID-19 Ag Card is a lateral flow immunoassay intended for the qualitative detection of nucleocapsid protein antigen from SARSCoV-2 in direct nasal swabs from individuals suspected of COVID-19 by their healthcare provider within the first seven days of symptom onset. Testing is limited to laboratories certified under the Clinical Laboratory Improvement Amendments of 1988 (CLIA), 42 U.S.C. § 263a, that meet the requirements to perform moderate, high or waived complexity tests. This test is authorized for use at the Point of Care (POC), i.e., in patient care settings operating under a CLIA Certificate of Waiver, Certificate of Compliance, or Certificate of Accreditation. The Abbott BinaxNOW COVID-19 Ag Card does not differentiate between SARSCoV and SARS-CoV-2.

Results are for the identification of SARS-CoV-2 nucleocapsid protein antigen. Antigen is generally detectable in nasal swabs during the acute phase of infection. Positive results indicate the presence of viral antigens, but clinical correlation with patient history and other diagnostic information is necessary to determine infection status. Positive results do not rule out bacterial infection or co-infection with other viruses. The agent detected may not be the definite cause of disease. Laboratories within the



United States and its territories are required to report all positive results to the appropriate public health authorities.

Negative results from patients with symptom onset beyond seven days, should be treated as presumptive and confirmation with a molecular assay, if necessary, for patient management, may be performed. Negative results do not rule out SARS-CoV-2 infection and should not be used as the sole basis for treatment or patient management decisions, including infection control decisions. Negative results should be considered in the context of a patient's recent exposures, history and the presence of clinical signs and symptoms consistent with COVID-19.

The Abbott BinaxNOW COVID-19 Ag Card is intended for use by medical professionals or trained operators who are proficient in performing rapid lateral flow tests. Abbott BinaxNOW COVID-19 Ag Card is only for use under the Food and Drug Administration's Emergency Use Authorization.

### **Training**

Any Individual who completed the required training can conduct the rapid testing, as long as they are affiliated with a Limited Service Laboratory (LSL).

Training is comprised of following:

- i. Abbott BinaxNOW COVID-19 Ag Card Overview video
  1. Web link: <https://www.globalpointofcare.abbott/en/product-details/navica-binaxnow-covid-19-us.html>
- ii. Review Abbott BinaxNOW COVID-19 Ag Card Laboratory Procedure document
- iii. Review of Fact Sheet for Healthcare Providers (BinaxNOW COVID-19 AgCard)
- iv. Review Tips for Proficiency Testing Performance sheet
- v. Tech Tips – Collection of Nasal Swab for the IDNOW (same procedure for BinaxNOW)
- vi. Abbott BinaxNOW COVID-19 Test Patient Record & Internal Control Tracking Form
- vii. Complete Abbott BinaxNow COVID-19 Ag Card – Training Checklist and Testing Personnel Training Assessment form
- viii. Complete Abbott BinaxNOW COVID-19 Ag Card Quiz
- ix. The District will maintain the Abbott Certification of Training (master list of all trained personnel)

### **Specimen Collection and Handling**

Test specimens immediately after collection for optimal test performance. Inadequate specimen collection or improper sample handling/storage/ transport may yield erroneous results. Refer to the CDC Interim Guidelines for Collecting, Handling, and Testing Clinical Specimens from Persons for Coronavirus Disease 2019 (COVID-19) <https://www.cdc.gov/coronavirus/2019-nCoV/lab/guidelines-clinical-specimens.html>

Nasal Swab -only the swab provided in the kit is to be used for nasal swab collection.

To collect a nasal swab sample, carefully insert the swab into the nostril exhibiting the most visible drainage, or the nostril that is most congested if drainage is not visible. Using gentle rotation, push the swab until resistance is met at the level of the turbinates (less than one inch into the nostril). Rotate the swab five times or more against the nasal wall then slowly remove from the nostril. Using the same swab, repeat sample collection in the other nostril. Refer to the COLLECTION OF NASAL SWAB FOR THE ID NOW™ COVID-19 ASSAY tip sheet.

Abbott BinaxNOW COVID-19 Ag Card is intended for testing a swab directly without elution in viral transport media as dilution will result in decreased detection of low positive samples that are near the limit of detection of the test.

Do not return the nasal swab to the original paper packaging. For best performance, direct nasal swabs should be tested as soon as possible after collection. If immediate testing is not possible, and to maintain best performance and avoid possible contamination, it is highly recommended the nasal swab is placed in a clean, unused plastic tube labeled with patient information, preserving sample integrity, and capped tightly at room temperature (15-30°C) for up to (1) hour prior to testing. Ensure the swab fits securely within the tube and the cap is tightly closed. If greater than 1 hour delay occurs, dispose of sample. A new sample must be collected for testing.

#### **Equipment Operation, Storage and Handling**

Follow the Abbott BinaxNOW COVID-19 Ag Card Product Insert or Manual for all Quality Control test and specimen test procedures. Conduct all required performance checks.

Store kit at 2-30°C. The Abbott BinaxNOW COVID-19 Ag Card kit is stable until the expiration date marked on the outer packaging and containers. Ensure all test components are at room temperature before use.

The District will record temperature of storage area once daily on Abbott Temperature Log form.

### **III. QUALITY CONTROL**

Abbott BinaxNOW COVID-19 Ag Card has built-in procedural controls. Abbott recommends external positive and negative controls be run:

- Once with each new shipment received
- Once for each untrained operator
- When required by the LSL Quality Control procedures

Procedural Controls:

A. The pink-to-purple line at the “Control” position is an internal procedural control. If the test flows and the reagents work, this line will always appear.



B. The clearing of background color from the result window is a negative background control. The background color in the window should be light pink to white within 15 minutes. Background color should not hinder reading of the test.

**External Positive and Negative Controls:**

Good laboratory practice suggests the use of positive and negative controls to ensure that test reagents are working and that the test is correctly performed. Abbott BinaxNOW COVID-19 Ag Card kits contain a Positive Control Swab and Sterile Swabs that can be used as a Negative Control Swab. These swabs will monitor the entire assay. Test these swabs once with each new shipment received and once for each untrained operator.

Record quality control runs on the Abbott BinaxNOW COVID-19 Ag Card External Quality Control Log.

If the correct control results are not obtained, do not perform patient tests or report patient results. Contact Abbott Technical Support (during normal business hours) and DBCH before testing patient specimens.

#### **IV. ACCEPTABLE USE**

The Department is providing the Abbott BinaxNOW COVID-19 Ag Cards and materials to the District with the understanding that the tests performed will:

- Be open to the staff, teachers, and students of the school or school district, pre-K through grade 12.
- Be offered free of charge.
- Be used for screening testing/purposes for unvaccinated teachers and staff working in a Pre-K through grade 12 school setting to get tested once per week when a school is operating in a geographic area identified by the Centers for Disease Control and Prevention (CDC) as having low, moderate, substantial or high transmission rates.
- Be used for screening testing for Pre-K through grade 12 students once per week, with appropriate parent and guardian consent for minors, when such schools are operating in geographic areas identified by the CDC as have moderate, substantial, or high transmission rates.

The tests are not to be used for general surveillance purposes, testing related to leisure travel, or any other scenario that does not meet the parameters noted above.

All persons tested should be provided the ABBOTT BinaxNOW COVID-19 Ag Card Fact Sheet for Patients.

#### **V. INTERPRETING RESULTS**

Refer to the NYSDOH Interim Recommendations for Use of SARS-CoV-2 Antigen Tests During COVID-19 Public Health Emergency and NYSDOH SARS-CoV-2 Point of Care Antigen Tests Frequently Asked Questions for Healthcare Providers for information about accurate interpretation of point of care antigen test results.

Confirmatory lab-based testing maybe recommended if an individual lives in, works at, or visits a congregate setting (including but not limited to nursing homes, adult care facilities, schools, etc.)

## SCHEDULE B

### ADDENDUM TO AGREEMENT

*Regarding*

*Data Privacy and Security*

*In Accordance with Section 2-d of the New York Education Law*

This is an addendum (the "Addendum") to an agreement entered into between Ulster County, a municipal corporation with principal offices at 244 Fair Street, Kingston, New York 12401 (the "County"), by and through its **DEPARTMENT OF HEALTH**, with principal offices at 239 Golden Hill Lane, Kingston, New York 12401 ("Department"), and **WALLKILL CENTRAL SCHOOL DISTRICT**, having its principal office at 1500 Route 208, Wallkill, New York 12589 (the "District") (each referred to as a "Party;" together, the "Parties"). Upon being executed by the Department's and the District's authorized representatives, this Addendum shall be deemed to have been in full force and effect as of the effective date of the Agreement it amends.

**WHEREAS**, the District is an educational agency within the meaning of New York State Education Law, Section 2-d ("Section 2-d"), and Department is a third-party contractor within the meaning of Section 2-d; and

**WHEREAS**, the Department and its authorized officers, employees, and agents shall have access to "student personally identifiable information (PII)" and "student data" regulated by Section 2-d; and

**WHEREAS**, the provisions of this Addendum are intended to comply with Section 2-d in all respects. To the extent that any term of the Agreement conflicts with the terms of this Addendum, the terms of this Addendum shall apply and be given effect.

**NOW, THEREFORE**, it is mutually agreed that the Agreement is hereby amended in accordance with this Addendum, as follows:

#### **1. Confidential Information**

1.1 The Department agrees that in performing the Agreement with the District, the Department may have access to confidential information in the possession of the District, including student personally identifiable information ("PII"). For the purposes of this Addendum and the Agreement, it is agreed that the definition of Confidential Information includes all documentary, electronic or oral information made known to the Department or developed or maintained by the Department through any activity related to the Agreement. This Confidential Information includes student data (as the term is defined under Section 2-d).

1.2 The Department agrees to comply with Section 2-d, and the corresponding regulations promulgated by the Commissioner of Education of New York ("Commissioner") thereunder. In addition, the Department agrees to comply with any changes in Section 2-d, or the Commissioner's regulations that may be amended or modified during the term of the Agreement. Upon request by the District, the Department shall provide the District with copies of its policies and related procedures



that pertain to the protection of PII. It may be made available in a form that does not violate the Department's own information security policies, confidentiality obligations, and applicable laws. The Department further agrees to comply with the District's Data Security and Privacy Policy.

1.3 Upon expiration of the Agreement to which this Addendum applies, without a successor agreement in place, the Department shall assist the District in exporting all student data previously received by the Department from, or developed on behalf of, the District, and the Department shall, at the request of the District, either securely delete any student data remaining in the Department's possession or return the student data to the District. If student data is to be maintained by the Department for any lawful purpose, such data shall remain in an encrypted format and shall be stored on systems maintained by the Department in a secure data facility located within the United States.

1.4 The parties further agree that the terms and conditions set forth in this Confidential Information section and all of its subparts shall survive the expiration and/or termination of the Agreement.

## **2. Data Inspection and Challenges to Data**

Education Law Section 2-d and FERPA provide parents and eligible students the right to inspect and review their child's or the eligible student's PII stored or maintained by the District. To the extent PII is held by the Department pursuant to the Agreement, the Department shall respond within thirty (30) calendar days to the District's requests for access to PII so the District can facilitate such review by a parent or eligible student. If a parent or eligible student contacts the Department directly to review any of the PII held by the Department pursuant to the Agreement, the Department shall promptly notify the District and refer the parent or eligible student to the District.

In the event that a student's parent or an eligible student wishes to challenge the accuracy of student data (pertaining to the particular student) that may include records maintained, stored, transmitted, and/or generated by the Department pursuant to the Agreement, the challenge will be processed in accordance with the procedures of the District.

## **3. Training**

The Department represents and warrants that any of its officers, employees, and/or assignees who will have access to student data pursuant to the Agreement will receive training on the federal and state laws governing confidentiality of such student data, prior to obtaining initial or any further access to such data.

## **4. Use/Disclosure of Data**

4.1 The Department shall not sell or use for any commercial purpose student data that is received by the Department pursuant to the Agreement or developed by the Department to fulfill its responsibilities pursuant to the Agreement.

4.2 The Department shall use the student data, records, or information solely for the exclusive purpose of, and limited to that necessary for the Department to perform the duties and services required under the Agreement. Such services include, but are not limited to, receiving personally identifiable information related to students who test positive for COVID-19. The Department shall not collect or use educational records of the District or any student data of the District for any purpose other than as explicitly authorized in this Addendum or the Agreement.

4.3 The Department shall ensure, to the extent that it receives student data pursuant to the

Agreement, that it will not share Confidential Information with any additional parties, including an authorized subcontractor or non-employee agent, without prior written consent of the District. The Department shall indemnify and hold the District harmless from the acts and omissions of the Department's employees and subcontractors.

**5. Department's Additional Obligations under Section 2-d and this Addendum**

The Department acknowledges that with respect to any student data received through its relationship with the District pursuant to the Agreement, it is obligated to maintain a Data Security & Privacy Plan, and fulfill the following obligations:

- execute, comply with, and incorporate this Addendum as Exhibit A, as required Section 2-d, the Parents' Bill of Rights for Data Privacy and Security developed by the District, as well as the supplemental information in Exhibit B;
- store all data transferred to the Department pursuant to the Agreement by the District, in an electronic format on systems maintained by the Department in a secure data facility located within the United States or hard copies under lock and key;
- limit internal access to student data to the Department's officers, employees and agents who are determined to need such access to such records or data to perform the services set forth in the Agreement;
- not disclose student data to any other party who is not an authorized representative of the Department using the information to carry out the Department's obligations under the Agreement, unless: (I) the other party has the prior written consent of the applicable student's parent or of the eligible student; or (II) the disclosure is required by statute or court order, and notice of the disclosure is provided to the District no later than five (5) business days before such information is required or disclosed (unless such notice is expressly prohibited by the statute or court order);
- use reasonable administrative, technical and physical safeguards that align with the NIST Cybersecurity Framework and are otherwise consistent with industry standards and best practices, including but not limited to: encryption, firewalls, and password protection as specified by the Secretary of the United States Department of HHS in any guidance issued under P.L. 111-5, Section 13402(H)(2), to protect the security, confidentiality and integrity of student data of the District while in motion or in custody of the Department from unauthorized disclosure;
- not mine Confidential Information for any purposes other than those agreed to in writing by the Parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited; notify the District, in the most expedient way possible and without unreasonable delay, of any breach of security resulting in an unauthorized release of any PII. In addition, the Department shall take immediate steps to limit and mitigate the damage of such security breach or unauthorized release to the greatest extent practicable, and promptly reimburse the District for the full cost of any notifications the District makes as a result of the security breach or unauthorized release. The Department further acknowledges and understands that the Department may be subject to civil and criminal penalties in accordance with Section 2-d for violations of Section 2-d and/or this Agreement.



- understand that any breach of the privacy or confidentiality obligations set forth in this Addendum may, at the sole discretion of the District, result in the District immediately terminating this Agreement; and
- familiarize its applicable officers, employees and agents with this Addendum and with the "Parents' Bill of Rights for Data Privacy and Security."

The Department acknowledges that failure to fulfill these obligations shall be a breach of the Agreement.

6. Except as specifically amended herein, all of the terms contained in the Agreement are hereby ratified and confirmed in all respects, and shall continue to apply with full force and effect.

**IN WITNESS WHEREOF**, the Department and the District execute this Addendum to the Agreement as follows:

Department of Health

Wallkill Central School District

By: Carol M. Smith, MD, MPH

By: Kevin Castle

Title: Commissioner

Title: Superintendent

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



# COVID-19 School Testing 2021-22 School Year

Date:

Name of  
Testing  
Provider:

Phone  
Number:

				TOTALS					
				0	0		0	0	0
Test Date	School Name	School District	Population Tested (Student, Teacher, Staff)	# of Test Conducted	# of Positives	Name / DOB / Phone # of Positive case	# of Negatives	# of Indeterminate	# of Test Kits Remaining

## **Exhibit B**

### **District's Parents' Bill of Rights**

#### **PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY\***

The privacy and security of personally identifiable student data is of paramount importance. A student's personally identifiable information cannot be sold or released for any commercial purposes. State and federal laws protect the confidentiality of students' personally identifiable information, and safeguards associated with industry standards and best practices, such as encryption, firewalls, and password protection, must be in place when such data is stored or transferred.

Consistent with the adoption by the New York State Legislature of the Common Core Implementation Reform Act of 2014, all parents have the following rights:

- To inspect and review the complete contents of their child's education record, as defined in the District's Student Records policy;
- To access a complete list of all student data elements collected by the State, which is available for public review at <http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx>, or by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234;
- To have complaints about possible breaches of student data heard and determined. Complaints should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, New York 12234, or by email to the Chief Privacy Officer at [CPO@mail.nysed.gov](mailto:CPO@mail.nysed.gov).

\*In the event the Commissioner of Education issues an enhanced Bill of Rights and/or promulgates regulations setting forth additional elements to be included in the Parents' Bill of Rights, the Wallkill Central School District reserves the right to revise this document accordingly.



**Exhibit C**

**Supplemental Information**

Pursuant to Education Law § 2-d and Section 121.3 of the Commissioner's Regulations, the Educational Agency (EA) is required to post information to its website about its contracts with third-party contractors that will receive Personally Identifiable Information (PII).

<b>Name of Contractor</b>	County of Ulster
<b>Description of the purpose(s) for which Contractor will receive/access PII</b>	Receiving personally identifiable information related to students who test positive for COVID-19
<b>Type of PII that Contractor will receive/access</b>	Check all that apply: <input checked="" type="checkbox"/> Student PII <input type="checkbox"/> APPR Data
<b>Contract Term</b>	Contract Start Date <u>January 1, 2022</u> Contract End Date <u>December 31, 2022</u>
<b>Subcontractor Written Agreement Requirement</b>	Contractor will not utilize subcontractors without a written contract that requires the subcontractors to adhere to, at a minimum, materially similar data protection obligations imposed on the contractor by state and federal laws and regulations, and the Contract. (check applicable option) <input type="checkbox"/> Contractor will not utilize subcontractors. <input checked="" type="checkbox"/> Contractor will utilize subcontractors.
<b>Data Transition and Secure Destruction</b>	Upon expiration or termination of the Contract, Contractor shall, except to the extent otherwise required by law: <ul style="list-style-type: none"><li>• Securely transfer data to EA, or a successor contractor at the EA's option and written discretion, in a format agreed to by the parties.</li><li>• Securely delete and destroy data.</li></ul>
<b>Challenges to Data Accuracy</b>	Parents, teachers or principals who seek to challenge the accuracy of PII will do so by contacting the EA. If a correction to data is deemed

	necessary, the EA will notify Contractor. Contractor agrees to facilitate such corrections within 21 days of receiving the EA's written request.
<b>Secure Storage and Data Security</b>	<p>Please describe where PII will be stored and the protections taken to ensure PII will be protected: (check all that apply)</p> <p><input checked="" type="checkbox"/> Using a cloud or infrastructure owned and hosted by a third party.</p> <p><input type="checkbox"/> Using Contractor owned and hosted solution</p> <p><input type="checkbox"/> Other:</p> <p>Please describe how data security and privacy risks will be mitigated in a manner that does not compromise the security of the data:</p>
<b>Encryption</b>	Data will be encrypted while in motion and at rest.

<b>CONTRACTOR</b>	
<b>[Signature]</b>	
<b>[Printed Name]</b>	
<b>[Title]</b>	
<b>Date:</b>	