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AFT

Office of Special Services
in the
Rhinebeck Central School District

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EMILY DAVISON, DIRECTOR OF SPECIAL
SERVICES

JANUARY 12, 2021

In this presentation we will review:

- Office of Special Services by the Numbers
- Special Services in the time of COVID
- Current Programmatic Highlights
- Look Forward - establishing goals and setting a course

Office of Special Services by the Numbers

Special Education Services

- Currently there are 123 students with school-age IEPs in the Rhinebeck Central School District, equalling 12.27% of our total population
 - 101 are served by in-district providers
 - 12 students attend Out of District Programming (Anderson School for Autism, Astor Learning Center, Center for Spectrum Services, Cardinal Hayes, Devereux, among others)
- _____ percentage of students with IEPs are taught in-district in the general education setting 80% or more of the time
- Students with Other Health Impairments, Learning Disabilities and Autism make up _____ percentage of students with IEPs.

English Language Learners

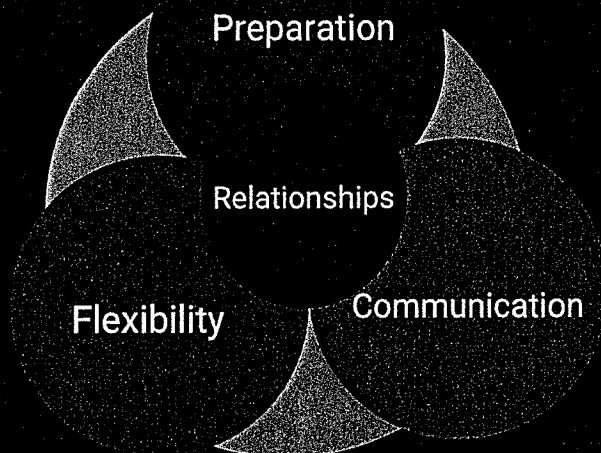
- There are currently 21 English Language Learners in the Rhinebeck Central School District
- Languages spoken include Spanish, Vietnamese and Chinese

Students in Temporary Housing

- _____ number of students are in temporary housing

Meeting Student Needs in the time of COVID

The Rhinebeck Central School District takes a student-centered approach to meeting student needs, adhering to health and safety requirements and all written state and federal guidance.

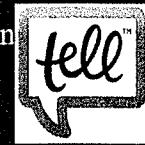


District-wide Programmatic Highlights

- In June of 2020, 14 students with IEPs graduated from the Rhinebeck Central School District. All students who planned to graduate, were successful in reaching their goal in spite of a building closure



- Our 8:1:1 class made a smooth transition to the Bulkeley Middle School
- Three new faculty members joined our Special Education team and have settled into CLS and BMS
- Five faculty members are engaging in intensive multisensory reading training
- Initial implementation of the TELL progress monitoring tool for English Language Learners
- Revised Progress Report for English Language Learners

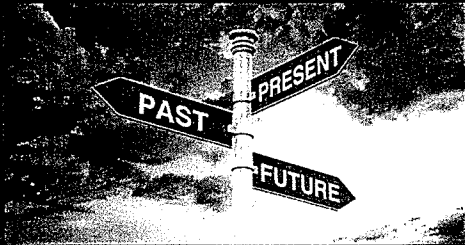


Current CLS Programming & Highlights

- Overwhelming majority of special education services in grades K - 5 are receiving their services in-person
- Special Education Programming Includes:
 - Resource Room Services (5:1) - Supplemental Instruction
 - Consultant Teacher Services Direct/Indirect
 - Integrated Co-Teaching - 1 - 2 hours daily
 - Special Class Instruction - 5th Grade ELA & Math
 - Specialized Reading Instruction

Current BMS & RHS Programming & Highlights

- BMS Special Education Programming Includes:
 - Resource Room Services (5:1) - Supplemental Instruction
 - Consultant Teacher Services Direct/Indirect
 - Special Class
- RHS Special Education Programming Includes:
 - Resource Room Services (5:1) - Supplemental Instruction
 - Integrated Co-Teaching ELA & Math
- Flexible Supplemental In-Person and Remote resource room and structured study hall support
- Rhinebeck partnered with Smart Staffing to provide Rhinebeck High School students an opportunity to take a pre-vocational and career class tailored to their needs as students with special needs



Looking Forward:
Decrease Barriers in the Classroom & School
Community while Maintaining High Expectations

Increase Multi-Sensory Reading Opportunities

- Increase number of students served in the Integrated Co-Teaching classroom, K - 5
- Specialized Resource Room in BMS & RHS to provide specialized reading instruction

Least Restrictive Environment

- Develop an in-district summer school program
- Consider in-district options for students placed out of district

Increase Integrated Co-Teaching

- Increase K - 5 ICT programming from 2 to 3 hours daily
- Consider additional ICT sections, 6 - 12 in English & Mathematics

Increase Extracurricular Opportunities

- Increase partnership with Smart Staffing to provide in-person pre-vocational learning opportunities
- Develop an after school peer/social support program

Stakeholder Relations Committee Meeting Minutes

January 7, 2021

Attendees: Megan Barbera, Albert Cousins, Steve Jensen, Jacqueline Raccuia, Matthew Van Wormer

Stakeholder Relations Committee Meeting

Family Town Hall

Discussion: The Committee discussed the positive community response to prior Town Hall events and explored the pros and cons of hosting another upcoming Town Hall led by Albert. We agreed on the benefits of transparency and the value of maintaining connections with families. The Committee agreed that a Town Hall presentation and accompanying slide deck would support the District's efforts to continue offering the public the latest information regarding a summary of our current educational model, latest percentages of students learning in-person vs. remotely and current safety protocols in response to the pandemic. We discussed the value of a Q&A period following this presentation.

Decision: Albert will host a Town Hall on Tuesday, January 19th. He will email families a link to the meeting in advance and will also solicit their questions (via Google form) in advance of the meeting.

Principal Presentations to Board of Education

Discussion: The Committee reflected on the value of earlier principal presentations and agreed that it would be helpful to have a mid-year presentation from each of our building principals. We explored the positive response to their earlier collaborative presentation and agreed that it would be beneficial to follow that same model. We brainstormed potential topics that would be useful to the Board, including identifying what's working well at each of the schools, highlighting teacher and student work and how it represents learning and sharing current data from each building.

Decision: Albert will invite the building principals to make a mid-year presentation to the BOE at our February 9, 2021 meeting.

Communications Plan

Discussion: Communications Plan

We reaffirmed the purpose and content of this plan and agreed that many of the goals listed had been or are in the process of being accomplished.

Decision: Steve will share this document with the Committee via Google doc and we will continue to review and fine tune its contents.

Website Committee

Discussion: Steve reaffirmed the goal of having a new District website by July 1, 2021. He further indicated that two sub-committees had been formed to work collaboratively on selecting a platform for the District:

1. Central Office and Directors – 1st meeting next Friday via Zoom



2. Schools – will meet on Mondays via Zoom (dates TBD)

Our Committee went on to discuss the value of broadening the purpose of our website to be used as an efficient communications platform that streamlines District messaging, provides an opportunity to think outside the box and creates maximum usability.

Decision: The Website Committee meetings are underway with a shared goal of July 1, 2021 for the new District web platform.

Brochure

Discussion: The Committee reviewed proposed costs of this paper brochure and discussed whether or not to proceed with this brochure in paper format or to digitize its contents and include it in District website communications.

Decision: The Committee agreed to digitize the content of this brochure and to include it as part of our website communications platform for families and community members who may be new to or curious about the District. Digitizing this content, rather than distributing in paper form, will provide a cost savings to the District and will also enable us to easily modify and update its content.

District Newsletter

Discussion: The Committee further discussed the format and content of this newsletter and reaffirmed the importance of providing community education around the school budget, the Board's purpose and mission and other news highlights from the District. These highlights included but were not limited to describing new courses, welcoming faculty, celebrating graduates, congratulating retirees and extending a thank you to the community when annual budgets are passed. The Committee further discussed to frequency of this newsletter and explored quarterly and semi-annually as possible options.

Decision: The Committee would like input from the Board on piloting a one-time newsletter in Spring 2021. This will be a single-fold format (offering four total pages of content). We would like to solicit feedback from the public upon their receipt of the newsletter. The ballpark cost for such newsletter is \$1,400 for 6,300 copies.

Next meeting: Thursday, February 4, 2020

Respectfully submitted: Megan Barbera

5.3

MEMORANDUM OF UNDERSTANDING
AGREEMENT

THIS MEMORANDUM OF UNDERSTANDING ("Agreement"), bearing the date set forth on the signature page, by and between the **COUNTY OF DUTCHESS**, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as the "County") and _____ **SCHOOL DISTRICT**, a school district within the County of Dutchess, with offices at _____, (hereinafter referred to as the "School District")(collectively, the County and School District are referred to as "Parties").

WITNESSETH:

WHEREAS, the Center for Disease Control and Prevention (CDC) is responding to an outbreak of respiratory disease caused by a novel (new) coronavirus that was first detected in China and which has now been detected in 60 locations internationally, including in the United States. The virus has been named "SARS-CoV-2" and the disease it causes has been named "coronavirus disease 2019" (abbreviated "COVID-19"); and

WHEREAS, on January 31, 2020, Health and Human Services Secretary Alex M. Azar II declared a public health emergency for COVID-19, beginning on January 27, 2020, and

WHEREAS, the CDC identifies the potential public health threat posed by COVID-19 both globally and in the United States as "high", and has advised that person-to-person spread of COVID-19 will continue to occur globally, including within the United States; and

WHEREAS, the CDC currently recommends community preparedness and everyday prevention measures be taken by all individuals and families in the United States, including voluntary home isolation when individuals are sick with respiratory symptoms, covering coughs and sneezes with a tissue and disposal of the tissue immediately thereafter, washing hands often with soap and water for at least 20 seconds, use of alcohol based hand sanitizers with 60%-95% alcohol if soap and water are not readily available, and routinely cleaning frequently touched surfaces and objects to increase community resilience and readiness for responding to an outbreak; and

WHEREAS, on March 1, 2020 the first confirmed case of COVID-19 in New York State was announced; and

WHEREAS, on March 12, 2020 one (1) individual in Dutchess County tested positive for COVID-19, and

WHEREAS, on March 13, 2020, the Dutchess County Executive issued Executive Order No. 2 of 2020, which declared a local State of Emergency within the County of Dutchess, which was thereafter extended on April 12, 2020, May 12, 2020, June 11, 2020, July 11, 2020, August 10, 2020, September 9, 2020, October 9, 2020, and November 8, 2020, and

WHEREAS, the CDC currently recommends mitigation measures in communities with COVID-19 cases, including staying at home when sick, keeping away from others who are sick and staying at home when a household member is sick with respiratory disease symptoms or if instructed to do so by public health officials or a health care provider; and

WHEREAS, it is necessary and appropriate to take action to ensure that COVID-19 remains controlled and that residents and visitors of Dutchess County remain safe and secure;

WHEREAS, these circumstances continue to constitute an imminent peril to the public health and safety requiring the adoption of special rules, regulations, procedures and restrictions as emergency measures; and

WHEREAS, the Dutchess County Department of Behavioral & Community Health (DBCH) has submitted a testing plan to the New York State Department of Health (NYSDOH) that names Colleges/Universities and School Districts in Dutchess County as partners in the strategy to deploy rapid testing to the public, free of charge, with a focus on vulnerable and at-risk population that may not currently have equitable access to testing, and

WHEREAS, Abbot Laboratories has developed the Abbott BinaxNOW™ COVID-19 Ag Card is 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 NYSDOH has issued ~~interim guidance~~ indicating the value of mandating COVID-19 testing in public and non-public schools located in areas designated as “Yellow Zones”, “Orange Zones” and “Red Zones”; and

WHEREAS, the DBCH is certified by the 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, with a focus on vulnerable and at-risk population that may not currently have equitable access to testing; and

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

WHEREAS, the Department, as a Local Health Department, may allow schools to conduct testing pursuant to its LSL certification for the purposes of conducting required weekly testing of students, teachers and staff and/or surveillance testing; and

WHEREAS, the School District has agreed to work with DBCH to be part of this rapid testing strategy, and

WHEREAS, the School District and DBCH mutually agree, by and between the said parties hereto as follows:

1. SCOPE OF SERVICES. The School District shall perform, using standards of care acceptable to the County and in strict compliance with all applicable federal, state and local laws, regulations and procedures, the services set forth in the "Scope of Service to the Agreement", annexed hereto and made a part of this Agreement.

If any term of the Scope of Services contradicts or creates an ambiguity with any term of this Agreement, this Agreement shall govern.

2. TERM OF AGREEMENT. This Agreement shall be effective as of January 1, 2021, and shall terminate on December 31, 2021, or upon the cessation of the declared state of emergency due to the COVID-19 pandemic, unless otherwise terminated as set forth herein.

3. EXTENSION. This contract may be extended for additional periods of one year each, not exceeding in total five (5) years, upon such terms and conditions as may be agreed between the parties.

4. PAYMENT. There shall be no fee for the services provided by the County nor any fees for the services provided by the School District.

5. DEFENSE AND INDEMNIFICATION. The parties to this Agreement shall defend, indemnify and hold each other harmless, its trustees, officers, and employees from and against all claims, actions, proceedings, damages, liabilities, losses, costs, and expenses, including, without limitation, reasonable attorneys' fees, arising out of or in connection with the negligent actions, or omissions, or intentional acts of either parties ~~the other~~, or its employees, School Districts/organization, County/organization, or agents in carrying out responsibilities under this Agreement or the use of the School District's/organization's facility.

6. INSURANCE REQUIREMENTS. The Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and the amounts provided below. The Contractor shall provide thirty (30) days' written notice to the County of any insurance policy cancellation or change.

1. **Workers' Compensation and Employer's Liability Insurance:** A policy or policies providing protection for employees in the event of job-related injuries or a waiver of the requirements of this insurance with such waiver to be issued by New York State.

2. **General Liability Insurance:** A policy or policies of comprehensive all-risk insurance including coverage for demolition of structures with limits of not less than:

Liability For:

Combined Single Limit

Property Damage

\$1,000,000.00

Bodily Injury	\$1,000,000.00
Personal Injury	\$1,000,000.00

7. RETENTION OF RECORDS. The School District agrees to maintain and have available for audit such records as may be required by the County, New York State or United States governmental agencies. These records shall be available for inspection by properly identified personnel of the above governmental agencies upon reasonable notice, and shall be maintained for a minimum of ten (10) years after termination of this Agreement.

8. NON-ASSIGNMENT. This Agreement may not be assigned by the School District without prior written consent of the County, and the County shall be relieved of all liability and obligations consistent with the New York State General Municipal Law Section 109 in the event of such unauthorized assignment.

9. TERMINATION. Either party may terminate this Agreement upon ninety (90) days' notice.

10. NOTICE. Except as otherwise provided in this Agreement, notice required to be given pursuant to this Agreement shall be made in writing and addressed to the following or such other person as the parties may designate:

Dutchess County Department of Behavioral & Community Health
85 Civic Center Plaza, Suite 106
Poughkeepsie, NY 12601

School District
Street address
Town, NY zip code

11. GENDER. Words of the masculine or feminine gender in this Agreement, unless the meaning of the sentence indicates otherwise, shall be deemed to refer to either male or female persons.

12. REQUIRED PROVISIONS OF LAW. Each and every provision of federal, state or local law, rule or regulation required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted, through mistake or otherwise, then upon the application of either party, this Agreement shall be physically amended to make such insertion.

13. BINDING. This Agreement shall be valid and binding once it has been approved by the Dutchess County Attorney's Office, executed by the County Executive and delivered to the School District at the address indicated in the introductory paragraph of this Agreement.

14. RULES OF CONSTRUCTION. This contract shall be deemed to have been mutually prepared by the parties hereto and shall not be construed against any of them solely by reason of authorship.

15. CONFIDENTIALITY. The School District/organization shall comply with applicable federal and state requirements for confidentiality of records and information and agrees not to allow examination of records nor disclosures of information, except as required by the County under the terms of this Agreement.

16. CONFIDENTIALITY, FERPA, HIPAA AND OTHER STATUTORY COMPLIANCE: The School District shall comply with applicable federal and state requirements for confidentiality of records and information and agrees not to allow examination of records or disclosures of information, except as required by the County under the terms of this Agreement. The School District, its officers, agents, and employees, and sub-contractors will treat all client/patient information which is obtained by it through its performance under this Agreement, as confidential information to the extent required by the laws and regulations of the State of New York and of the United States including, but not limited to the Federal Health Insurance Portability and Accountability Act of 1996 (Public Law 104.191 also known as HIPAA, at 42 USC Sections 300gg and 1320d et seq.; and 29 USC Sections 1181 et seq.) and the Federal Health and Human Services (HHS) Administrative Rules: "Standards for Privacy of individually identifiable Health Information" (the "Privacy Rule") "Standards to Protect individuals' Electronic Personal Health Information" (the "Security Rule") including all applicable regulations set forth in Title 45, Parts 144, 146, 160 and, 162, and 164 of the Code of Federal Regulations (CFR) issued by HHS as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act") at 42 USC Sections 17901, 17921, 17931, 17932 and 17934.

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 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 A. 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.

17. COUNTERPARTS; SIGNATURES TRANSMITTED BY ELECTRONIC MEANS. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. A facsimile or signature transmitted by electronic means applied hereto or to any other document shall have the same force and effect as a manually signed original. This provision contemplates giving legal force and effect to copies of signatures. This provision does

not contemplate the use of “electronic signatures” as regulated by New York State Technology Law Article 3, “Electronic Signatures and Records Act.”

18. ENTIRE AGREEMENT. The terms of this Agreement, including its attachments and exhibits, represent the final intent of the parties. Any modification, rescission or waiver of the terms of this Agreement must be in writing and executed and acknowledged by the parties with the same formalities accorded this basic Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement made this _____ day of _____, 2020.

APPROVED AS TO FORM:

ACCEPTED: COUNTY OF DUTCHESS

County Attorney’s Office

BY: _____
Marcus J. Molinaro, County Executive

APPROVED AS TO CONTENT:

SCHOOL DISTRICT/organization

Department of Behavioral and Community
Health

BY: _____
Name: _____
Title: _____

SCHEDULE A

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 by between Dutchess County, a municipal corporation with principal offices at 22 Market Street, Poughkeepsie, New York 12601 (the "County"), by and through its Department of Behavioral & Community Health, with principal offices at 85 Civic Center Plaza, Poughkeepsie New York 12601 ("Department"), and _____ **School District**, with its principal place of business located at _____ ("District"). Upon being executed by Department's and 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, 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 Department agrees that in performing the Agreement with the District, 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 Department or developed or maintained by 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 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, 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, 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 Department's own information security policies, confidentiality obligations, and applicable laws.

1.3 Upon expiration of the Agreement to which this Addendum applies, without a successor agreement in place, Department shall assist the District in exporting all student data previously received by Department from, or developed on behalf of, the District, and Department shall, at the request of the District, either securely delete any student data remaining in Department's

possession or return the student data to the District. If student data is to be maintained by Department for any lawful purpose, such data shall remain in an encrypted format and shall be stored on systems maintained by 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 Department pursuant to the Agreement, 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 Department directly to review any of the PII held by Department pursuant to the Agreement, 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 Department pursuant to the Agreement, the challenge will be processed in accordance with the procedures of the District.

3. Training

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

4.2 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. 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 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. 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

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

- execute, comply with and incorporate to 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 Department pursuant to the Agreement by the District, in an electronic format on systems maintained by 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 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 Department using the information to carry out 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 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 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, 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. Department further acknowledges and understands that 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, Department and the District execute this Addendum to the Agreement as follows:

Department

District

By: _____

By: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Exhibit A
District's Parents' Bill of Rights

Exhibit B

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).

Name of Contractor	
Description of the purpose(s) for which Contractor will receive/access PII	
Type of PII that Contractor will receive/access	Check all that apply: <input type="checkbox"/> Student PII <input type="checkbox"/> APPR Data
Contract Term	Contract Start Date _____ Contract End Date _____
Subcontractor Written Agreement Requirement	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 type="checkbox"/> Contractor will utilize subcontractors.
Data Transition and Secure Destruction	Upon expiration or termination of the Contract, Contractor shall, except as otherwise required by law: <ul style="list-style-type: none">• 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.• Securely delete and destroy data.
Challenges to Data Accuracy	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.
Secure Storage and Data Security	<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 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>
Encryption	Data will be encrypted while in motion and at rest.

CONTRACTOR	
[Signature]	
[Printed Name]	
[Title]	
Date:	

**SCOPE OF SERVICE FOR THE
Agreement between
Dutchess County Department of Behavioral and Community
Health And
School District**

Effective Date: [Insert Date]

Document Acronyms:

DBCH: Department of Behavioral & Community Health

NYSDOH: New York State Department of Health

HRI: Health Research Inc.

OVERVIEW

An outbreak of respiratory illness of unknown etiology in Wuhan City, Hubei Province, China was initially reported to WHO on December 31, 2019. The International Committee for Taxonomy of Viruses (ICTV) named the virus SARS0CoV-2.2, which has resulted in millions of confirmed human infections in multiple provinces throughout China and world-wide. Current case counts in the United States exceeds 13 million with death toll of over 264,000 people.

Abbott BinaxNOW COVID-19 Ag Card is a rapid (15 minutes) immunochromatographic membrane assay for the qualitative detection.

Dutchess County Department of Behavioral & Community Health (DBCH) has submitted a testing plan to the New York State Department of Health (NYSDOH) that names Colleges/Universities and School Districts in Dutchess County as partners in the strategy to deploy rapid testing to the public, free of charge, with a focus on vulnerable and at-risk population that may not currently have equitable access to testing.

Health Research Inc. (HRI) has contracted with the DBCH to supply Abbott BinaxNOW COVID-19 Ag Cards with sufficient extraction reagent to perform the requirements of the New York State Micro-cluster plan and the ability for School District to request additional kits.

Upon execution of the Memorandum of Understanding, DBCH will be the holder of the Limited Laboratory Service and School District will adhere to the requirements set forth in the MOU.

School District has agreed to be part of this testing strategy and will accept Abbott Binax Now COVID-19 Ag Cards to operate (not own) with assay kits replenished at a rate limited by the amount DBCH is able to acquire from HRI/NYSDOH.

The remainder of this policy describes the plan and expectations for use of the test kits, as agreed upon by DBCH and School District.

EQUIPMENT AND MATERIALS

Includes a list of all equipment and materials to be supplied by the Department of Behavioral & Community Health (DBCH) to the School District:

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

Items transferred to School District must be documented on DBCH Transfer of Assets Log/Master Inventory List.

INSTRUMENT OPERATION

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

School 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 (Exhibit A):

- 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 Ag Card)
- 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. School 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 Abbott BinaxNOW Ag Card 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 turbinate's (less than one inch into the nostril). Rotate the swab 5 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 a 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.

School District will record temperature of storage area once daily on Abbott Temperature Log (Exhibit B).

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 (Exhibit C)

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.

ACCEPTABLE USE

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

- Be offered free of charge
- Prioritize the following vulnerable and at-risk populations:
 - College and PreK – Grade 12 students/staff in areas designated as “Yellow Zones” (refer to interim and Supplemental Guidance (Exhibits D and E))
 - College and Pre K – Grade 12 students/staff where positive cases have been reported
 - College and Pre K – Grade 12 students/staff who are symptomatic
 - Anyone working at, living in, or visiting a congregate setting
 - Uninsured or under-insured individuals
 - Other disparate, at-risk, or vulnerable individuals

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 (Exhibits G-A in English and G-B in Spanish).

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 (Exhibits G-A and G-B).

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

REPORTING RESULTS

Record each rapid test result on the Abbott BinaxNOW COVID-19 Ag Card Patient Record and Internal Control Tracking Form, attached hereto as Exhibit I.

All positive results generated using the Abbott BinaxNOW COVID-19 Ag Card must be reported to the Dutchess County Department of Behavioral & Community Health within 24 hours.

Each test results (positive and negative) must be entered in the New York State Department of Health Electronic Clinical Laboratory Reporting System (ECLRS).

RECORD RETENTION

Please refer to the Agreement for Record Retention language

REQUESTING ADDITIONAL ABBOTT BINAXNOW COVID-19 TEST KITS

DBCH will supply test kits in increments of 40 units per box when supplies are depleted. To request additional materials, call 845-486-3555 (DBCH COVID-19 line) or email jmwilliams@dutchessny.gov

Include with the request the current burn rate and the population(s) served (e.g. 24 tests/day, 20 students, 3 senior housing residents, 1 uninsured). The Abbott BinaxNOW COVID-19 Ag Card Patient Record and Internal Control Tracking Form data can be used as reference to determine quantity requested.

To ensure continuity of testing operations, please submit requests for additional materials prior to depleting supplies completely.

EXHIBITS

- Exhibit A: "Training Materials" which consists of several documents
- Exhibit B: Abbott Temperature Log
- Exhibit C: Abbott BinaxNOW COVID-19 Ag Card External Quality Control Log
- Exhibit D: Interim Guidance on Mandatory COVID-19 Testing in Public and Non-Public Schools Located in Areas Designated as "Yellow Zones" Under the New York State Cluster Action Initiative by NYSDOH
- Exhibit E: ADDENDUM to Interim Guidance on Mandatory COVID-19 Testing in Public and Non-Public Schools Located in Areas Designated as "Yellow Zones" Under the New York State Cluster Action Initiative dated October 9, 2020 and Update November 12, 2020 by NYSDOH
- Exhibit F: Additional Addendum to Interim Guidance on Mandatory COVID19 Testing in Public and Non-Public Schools Located in Areas Designated as "Yellow Zones" Under the New York State Cluster Action Initiative October 9, 2020, Update: November 12, 2020, Update: November 14, 2020
- Exhibit G-A: Abbott BinaxNOW COVID-19 Ag Card Fact Sheet for Patients English
- Exhibit G-B: Abbott BinaxNOW COVID-19 Ag Card Fact Sheet for Patients Spanish
- Exhibit H: Interim Recommendations for Use of SARS-CoV-2 Antigen Tests During COVID-19 Public Health Emergency, October 17, 2020 by NYSDOH
- Exhibit I: Abbott BinaxNOW COVID-19 Ag Card Internal Controls and Patient Record

Exhibit G-A



FACT SHEET FOR PATIENTS

Abbott Diagnostics Scarborough, Inc.
BinaxNOW™ COVID-19 Ag Card

August 26, 2020

Coronavirus
Disease 2019
(COVID-19)

You are being given this Fact Sheet because your sample(s) was tested for the Coronavirus Disease 2019 (COVID-19) using the BinaxNOW COVID-19 Ag Card.

This Fact Sheet contains information to help you understand the risks and benefits of using this test for the diagnosis of COVID-19. After reading this Fact Sheet, if you have questions or would like to discuss the information provided, please talk to your healthcare provider.

For the most up to date information on COVID-19 please visit the CDC Coronavirus Disease 2019 (COVID-19) webpage:

<https://www.cdc.gov/COVID19>

What is COVID-19?

COVID-19 is caused by the SARS-CoV-2 virus which is a new virus in humans causing a contagious respiratory illness. COVID-19 can present with a mild to severe illness, although some people infected with COVID-19 may have no symptoms at all. Older adults and people of any age who have underlying medical conditions have a higher risk of severe illness from COVID-19. Serious outcomes of COVID-19 include hospitalization and death. The SARS-CoV-2 virus can be spread to others not just while one is sick, but even before a person shows signs or symptoms of being sick (e.g., fever, coughing, difficulty breathing, etc.). A full list of symptoms of COVID-19 can be found at the following link: <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>

What is the BinaxNOW COVID-19 Ag Card?

The BinaxNOW COVID-19 Ag Card is a type of test called an antigen test. Antigen tests are designed to detect proteins from the virus that causes COVID-19 in respiratory specimens, for example nasal swabs.

Why was my sample tested?

You were tested because your healthcare provider believes you may have been exposed to the virus that causes COVID-19 based on your signs and symptoms (e.g., fever, cough, difficulty breathing), and/or other risk factors and you are within the first seven days of the onset of symptoms.

What are the known and potential risks and benefits of the test?

Potential risks include:

- Possible discomfort or other complications that can happen during sample collection.
- Possible incorrect test result (see below for more information).

Potential benefits include:

- The results, along with other information, can help your healthcare provider make informed recommendations about your care.
- The results of this test may help limit the spread of COVID-19 to your family and others in your community.

What does it mean if I have a positive test result?

If you have a positive test result, it is very likely that you have COVID-19. Therefore, it is also likely that you may be placed in isolation to avoid spreading the virus to others. There is a very small chance that this test can give a positive result that is wrong (a false positive result). Your healthcare provider will work with you to determine how best to care for you based on your test result(s) along with your medical history, and your symptoms.

What does it mean if I have a negative test result?

A negative test result means that proteins from the virus that causes COVID-19 were not found in your sample.

It is possible for this test to give a negative result that is incorrect (false negative) in some people with COVID-19. This means

Where can I go for updates and more information? The most up-to-date information on COVID-19 is available at the CDC General webpage: <https://www.cdc.gov/COVID19>. In addition, please also contact your healthcare provider with any questions/concerns.



FACT SHEET FOR PATIENTS

Abbott Diagnostics Scarborough, Inc.
BinaxNOW™ COVID-19 Ag Card

August 26, 2020

Coronavirus
Disease 2019
(COVID-19)

that you could possibly still have COVID-19 even though the test is negative. If your test result is negative, your healthcare provider will consider the test result together with all other aspects of your medical history (such as symptoms, possible exposures, and geographical location of places you have recently traveled) in deciding how to care for you. The amount of antigen in a sample may decrease the longer you have symptoms of infection. Specimens collected after you have had symptoms for more than seven days may be more likely to be negative compared to a molecular assay.

It is important that you work with your healthcare provider to help you understand the next steps you should take.

What are the differences between antigen tests and other COVID-19 tests?

There are different kinds of tests for COVID-19. Molecular tests (also known as PCR tests) detect genetic material from the virus. Antigen tests detect proteins from the virus. Antigen tests are very specific for the virus, but are not as sensitive as molecular tests. This means that a positive result is highly accurate, but a negative result does not rule out infection.

If your test result is negative, you should discuss with your healthcare provider whether an additional molecular test would help with your care, and when you should discontinue home isolation. If you will not have an additional test to determine if you are contagious, the CDC currently recommends that you should stay home until three things have happened:

- You have had no fever for at least 72 hours (that is three full days of no fever without the use of medicine that reduces fevers)

AND

- Other symptoms have improved (for example, when your cough or shortness of breath has improved)

AND

- At least 10 days have passed since your symptoms first appeared.

For more information, the CDC has provided guidelines on how to prevent the spread of COVID-19 if you are sick:

<https://www.cdc.gov/coronavirus/2019-ncov/handbook/nCoV-19-08-2019-08-17/Fact-sheet.pdf>

Is this test FDA-approved or cleared?

No. This test is not yet approved or cleared by the United States FDA. When there are no FDA-approved or cleared tests available, and other criteria are met, FDA can make tests available under an emergency access mechanism called an Emergency Use Authorization (EUA). The EUA for this test is supported by the Secretary of Health and Human Service's (HHS's) declaration that circumstances exist to justify the emergency use of *in vitro* diagnostics for the detection and/or diagnosis of the virus that causes COVID-19. This EUA will remain in effect (meaning this test can be used) for the duration of the COVID-19 declaration justifying emergency of IVDs, unless it is terminated or revoked by FDA (after which the test may no longer be used).

What are the approved alternatives?

There are no approved available alternative tests. FDA has issued EUAs for other tests that can be found at:

<https://www.fda.gov/emergency-preparedness-response-recovery/medical-products/medical-products-target-regulatory-and-policy-framework/emergency-use-authorization/eua-covid-19>

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Where can I go for updates and more information? The most up-to-date information on COVID-19 is available at the CDC General webpage: <https://www.cdc.gov/COVID19/>. In addition, please also contact your healthcare provider with any questions/concerns.

