

SCHEDULE A: New Brunswick Rapid Screening Tests Application Applicant Information

Thank you for your interest in providing asymptomatic rapid screening for COVID-19 in New Brunswick. Please complete the following information to formally submit a request for rapid screening tests under the pre-approved rapid screening program and sign the application to agree to the attached Terms and Conditions.

Chamber of Commerce Receiving Application

Name of Chamber:

(The Chamber of Commerce listed in this line is referred to as the "Chamber" in the attached Terms and Conditions)

**Contact
Information of
Chamber**

(The contact information listed in this line is referred to as the "Chamber's Contact Information" below, and in the attached Terms and Conditions)

Address

Phone

Fax

Email

[insert name and job title here]

Attention to

Organization Information

Please provide more information about your corporation or society

**Corporation or
Society Name**

(Please use the registered name of the legal entity of your organization. The organization listed in this line is referred to as the "Organization" below, and in the attached Terms and Conditions)

Location(s)

Include address(es) where the Organization operates and will deploy Screening Tests

(The location(s) listed in this line is referred to as the "Location(s)" in the attached Terms and Conditions.)

Contact Information

(The contact information listed in this line is referred to as the "Organization's Contact Information" below and in the attached Terms and Conditions.)

Address

Phone

Fax

Email

Please provide a job title to whom notices can be sent and that position's contact information.

Attention to

Qualified Testing Lead

Insert Name & Job Title

Organization's Primary Business

(i.e. hospitality, retail...)

Screening Information

Population to be screened (e.g., employees) _____

Approximate number of individuals to be screened _____

Frequency that each individual will be screened. Please check *one*:

Twice a week (Minimum)

_____ times a week

Number of tests requested per month _____

Number of months the screening program will run (maximum up to December 2021) _____

By signing this application form, the Organization submits its application, and agrees to enter into an agreement with the Chamber that consists of the attached Terms and Conditions. If the Chamber accepts the Organization's application, the Chamber will sign below and deliver a copy of the fully signed agreement to the Organization, to the Organization's Contact Information.

If you agree with the attached Terms and Conditions, please sign this application form / agreement and return a copy to the Chamber's Contact Information (see above).

The Organization hereby makes this application and agrees to the attached Terms and Conditions, by its duly authorized representative.

Signature _____

Name _____

Title _____

Date _____

The Chamber hereby accepts this application and agrees to the attached Terms and Conditions, by its duly authorized representative.

Signature _____

Name _____

Title _____

Date _____

TERMS AND CONDITIONS (the “Agreement”)

1. This Agreement is between the Chamber and the Organization, as described in the attached New Brunswick Rapid Screening Tests Application.
2. In this Agreement:
 - a. **“COVID-19 laboratory-based test”** means a polymerase chain reaction test for COVID-19, provided by the New Brunswick Regional Health Authorities and accessible by calling 811 or booking online at: <https://www2.gnb.ca/content/gnb/en/corporate/promo/covid-19.html>
 - b. **“Application”** means the attached New Brunswick Rapid Screening Tests Application.
 - c. **“Chamber,” “Key contact,” “Location(s)”** and **“Organization”** have the meaning set out in the Application; and
 - d. **“Screening Tests”** mean rapid screening tests for COVID-19.

Program Details

3. The Chamber will provide Screening Tests to the Organization. While the Chamber will endeavor to provide the number of Screening Tests requested in the Application, this will be subject to the supply available to the Chamber. Upon the written request of the Organization, the Chamber may, from time to time, provide additional Screening Tests to the Organization, and the supply of those additional Screening Tests will also be subject to the Agreement.
4. The Organization agrees to administer the Screening Tests on a regular basis to asymptomatic individuals in the population described in the Application, to help identify asymptomatic and pre-symptomatic cases and limit viral transmission by isolating infected people earlier.
5. The Organization agrees that the screening program will supplement, not replace, public health measures such as symptomatic monitoring, physical distancing, masking, hand hygiene, and isolating when symptomatic or a close contact of a confirmed COVID-19 positive individual.

Term

6. The Term of this Agreement begins on the date that the Agreement has been signed by both parties and ends on December 31, 2021, unless it is terminated earlier in accordance with this Agreement.

Population to be Screened

7. The Organization will conduct Screening Tests at the Location(s) on individuals within the population described in the Application, who repeatedly enter the workplace or site and do not have symptoms or known exposure to COVID-19.

Screening Frequency

8. The Organization will conduct Screening Tests at the frequency set out in the Application. To be clear, the Organization will not conduct Screening Tests on a less frequent basis (e.g. every second week) as needed, or on a one-time basis.

Screening Process

9. The Organization confirms that it has a plan in place for conducting the Screening Tests that includes:
 - a. where and when Screening Tests will be conducted,
 - b. how the Screening Tests will be conducted (e.g., supervised self-collection or Qualified Testing Lead collecting the sample), and
 - c. proper protocols for COVID-19 Screening Tests, including without limitation:
 - i. cleaning and disinfection procedures for the testing site,
 - ii. hygiene and personal protective equipment (PPE) protocols for personnel,
 - iii. following appropriate procedures for disposal of biohazardous material, and
 - iv. procedures for sample collection, test result interpretation, results sharing (in compliance with applicable privacy legislation), and appropriate follow-up on test results.

All these procedures are listed in the Point of Care Testing (POCT) Guidance Document at the following links:

- <https://www2.gnb.ca/content/dam/gnb/Departments/eco-bce/Promo/covid-19/point-of-care-guidance.pdf> (English)
- <https://www2.gnb.ca/content/dam/gnb/Departments/eco-bce/Promo/covid-19/point-de-service-document.pdf> (Français)

Pre-Screening for Eligibility

10. Prior to conducting a Screening Test on an individual, the Organization will pre-screen the individual to ensure that:
 - a. they do not have symptoms of COVID-19;
 - b. to the best of their knowledge, they are not a close contact of someone who is positive for COVID-19; and
 - c. they have not been diagnosed with COVID-19 in the six weeks prior to the date of the Screening Test.
11. The Organization will direct individuals who have symptoms, or who are known close contacts of someone who has tested positive for COVID-19, to receive a diagnostic COVID-19 test through the Regional Health Authority Assessment Centre and to isolate accordingly.
12. For clarity, individuals who have been vaccinated may receive a Screening Test.

Testing

13. The Organization will ensure that before any employee or contractor may conduct a Screening Test, that employee or contractor has provided written confirmation to the Organization that they have watched the training video(s) provided about administering and processing the tests, and communicating the results of the Screening Tests. These are accessible at:
- GNB video: COVID-19 Rapid Testing in Workplaces (in English)
https://www.youtube.com/watch?v=C2SQgBpSR_k
 - GNB video: Tests rapides COVID-19 dans les lieux de travail (in French)
<https://www.youtube.com/watch?v=RdY4pVC8PbE>
 - Abbott Rapid testing video (live action)
<https://www.globalpointofcare.abbott/en/product-details/panbio-covid-19-ag-antigen-test.html?wvideo=v4vers3e0d>

For clarity as per Health Canada Guidance, the individuals who conduct Screening Tests do not have to be Healthcare workers but will be qualified testing leads. The qualified testing lead is asked to sign the following statements:

<input type="checkbox"/> I agree to watch the training video prior to conducting any rapid testing in my workplace. Signature: _____ Date: _____
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<input type="checkbox"/> I agree to have a method in place to dispose of the biohazard waste-Sharps Container/Stericycle/Pharmacy drop-off Signature: _____ Date: _____

14. Upon the Chamber's request, the Organization will provide to the Chamber, a copy of such written confirmations, and the Chamber may provide such confirmations to the Government of New Brunswick upon its request
15. The Organization will comply with any guidance, listed as the Point of Care Testing Guidance Document, issued by the Chief Medical Officer of Health regarding asymptomatic rapid screening tests, which can be found at:
- <https://www2.gnb.ca/content/dam/gnb/Departments/eco-bce/Promo/covid-19/point-of-care-guidance.pdf> (English)
 - <https://www2.gnb.ca/content/dam/gnb/Departments/eco-bce/Promo/covid-19/point-de-service-document.pdf> (Français)

If there is any conflict between that guidance and this Agreement, this Agreement prevails over that guidance.

16. The Organization will ensure the Screening Tests are administered in accordance with all applicable provincial and federal laws and the manufacturer's guidelines, including any guidelines regarding storage requirements for Screening Tests, sample collection, and

administration. If there is any conflict between that guidance and this Agreement, this Agreement prevails over that guidance.

17. The Organization will also ensure that any of its employees or contractors conducting Screening Tests on its behalf are aware that they must perform their duties in a manner that is consistent with the Organization's obligations under this Agreement.
18. The Organization may permit individuals who are receiving Screening Tests to swab themselves under the supervision of a Qualified Testing Lead. The Qualified Testing Lead must then interpret the results.
19. The Organization will ensure that the Screening Tests are processed immediately after sample collection, at the Location(s) where the test is conducted.

Communication of Test Results

20. The Organization will set up a screening program in which each individual's test results will be communicated confidentially to that individual by the Qualified Testing Lead.
21. **Where the result of an individual's Screening Test is positive**, the Qualified Testing Lead who administered the test on behalf of the Organization will provide the individual with the following messaging:

*Your rapid screening test for COVID-19 was **positive**. These results are considered preliminary and require further confirmatory testing through a public health lab. Please arrange for a COVID-19 test through Regional Health Authorities. Appointments can be booked by calling 811 or booking online at:*

- <https://www2.gnb.ca/content/gnb/en/corporate/promo/covid-19.html>

Because of this preliminary positive result, you are legally required to isolate for a period determined by Public Health NB, unless and until you receive a negative test result from a COVID-19 laboratory-based test conducted by a Regional Health Authority, and the following conditions are met:

- a. *you have not developed any COVID-19 symptoms since you received the rapid screening test; and*
- b. *you have not been informed that you are a close contact of a confirmed case of COVID-19 in the previous 14 days.*

You must continue to follow all public health orders and guidelines. For more information, please see:

- <https://www2.gnb.ca/content/gnb/en/corporate/promo/covid-19.html>

And the guidance documents set out at:

- <https://www2.gnb.ca/content/dam/gnb/Departments/eco-bce/Promo/covid-19/point-of-care-guidance.pdf> (English)
- <https://www2.gnb.ca/content/dam/gnb/Departments/eco-bce/Promo/covid-19/point-de-service-document.pdf> (Français)

22. **Where the result of an individual's Screening Test is negative**, the qualified testing lead who administered the test on behalf of the Organization will provide the individual with the following messaging:

Your rapid screening test for COVID-19 was negative. Rapid screening tests are not as accurate in people without symptoms and a negative result does NOT rule out COVID-19. You must continue to follow all public health orders and guidelines.

Management of People Who Have Screened Positive

23. The Organization will ensure that individuals with positive results on their Screening Test are removed from the workplace or site immediately, supported to an appropriate place to isolate, and instructed to obtain a laboratory-based test conducted by a Regional Health Authority. The organization must also notify their local public health office within 1 hour of the positive screening results and identify their location. Public Health office locations and phone numbers are located in the Point of Care Testing Guidance Document, Appendix F.
24. The Organization confirms that it has a plan in place for the identification and notification of close contact in the workplace.
25. The Organization will notify close contacts either right away, based on the results of the Screening Test, or after a Regional Health Authority (RHA) has confirmed the diagnosis through a laboratory-based test.

Program Reporting

26. The Organization will provide reporting every Monday to the Chamber in a template provided by the Chamber that includes:
- i. Number of Screening Tests used;
 - ii. Number of invalid Screening Test results;
 - iii. Number of individuals who tested positive with a Screening Test;
 - iv. Number of individuals who tested negative with a Screening Test; and
 - v. Number of any known positive Screening Tests that were:
 - Confirmed positive for COVID-19 through a follow-up, lab-based polymerase chain reaction ("**PCR**");
 - Confirmed negative for COVID-19 through a follow-up, lab-based PCR test; and
 - Unconfirmed through a follow-up lab-based PCR test because results are pending or unknown.
27. The Organization will not provide any information about specific individuals, all information provided must be summary information only. The Chamber will submit reporting for all businesses to the New Brunswick Department of Health.

Privacy and Security Considerations

28. The Organization will put in place a process for registering individuals for Screening Tests, and obtaining their consent prior to receiving a Screening Test. A Consent Form can be found in the Point of Care Testing Guidance Document.
29. The Organization will put in place the following privacy and security measures to protect the confidentiality of Screening Test results:
 - a. Screening Tests will be conducted in a private location,
 - b. Screening Test results will be delivered to the individual confidentially; and
 - c. Records and Screening Tests and the results of the tests will be stored in a secure manner, such as in a locked filing cabinet or an encrypted electronic format, and only individuals who need to know the information will have access to it.

Indemnity and Liability

30. The Chamber, its employees, contractors and/or agents are not liable to the Organization for any loss, claims, demands, actions and costs whatsoever that may arise made by the Organization, or made against the Organization by any employee and/or other party, due to or arising from the supply, supervision, training, transfer, handling, storage, use or disposal of the screening tests by the Chamber and the Organization agrees to indemnify, defend, and hold harmless the Chamber, its employees, contractors and/or agents and Her Majesty the Queen in Right of New Brunswick from any and all losses, claims, demands, actions and costs whatsoever that may arise, directly or indirectly, out of the Organization's breach of this Agreement or from the negligence, other tortious act or wilful misconduct of the Organization, or those for whom it is legally responsible. This clause applies to any and all losses, claims, demands, actions and costs whatsoever that may arise, out of or relating to, directly or indirectly, the Chamber's own negligence, or other tortious act or wilful misconduct of the Chamber or those for whom it is legally responsible. Such indemnification survives this Agreement.
31. The Chamber and Her Majesty the Queen in Right of New Brunswick are not liable for any personal or bodily injury or property damage that may be suffered or sustained by the Organization, its employees, contractors or agents or any other person in carrying out this Agreement.

Termination / Expiry

32. The Organization may terminate this agreement by providing 7 days written notice to the Chamber. The Chamber may terminate this Agreement at any time and without prior notice to the Organization.
33. No later than 7 days after this Agreement terminates or expires, the Organization will:
 - a. Return all unused Screening Tests to the Chamber; and
 - b. Provide any outstanding weekly reporting to the Chamber

Other

34. Any notice to be made under this Agreement is to be made in writing and is effective when delivered to the address of transmitted by email or fax to the Chamber's Contact Information or the Organization's Contact Information. The parties respectively designate for the time being, the individuals identified in this clause as having the authority to give notice, and notice given by these individuals is binding on the party giving the notice.
35. The parties' rights and obligation contained herein, which by their nature extend beyond the expiry or early termination of this Agreement, shall survive the expiry or early termination until such a time as they have been satisfied or they have, by their nature, expired.
36. This Agreement shall be interpreted and construed according to the laws of the Province of New Brunswick and the laws of Canada applicable therein. The parties irrevocably attorn to the exclusive jurisdiction of courts in New Brunswick.
37. The Organization cannot assign, subcontract or otherwise delegate its obligations under this Agreement.
38. This Agreement, together with the Application, contains the entire agreement of the parties concerning the subject matter of this Agreement and, except as expressed in this Agreement, there are no other understandings or agreements, verbal or otherwise, that exist between the parties.