

SCHEDULE A: New Brunswick Rapid Tests Application Applicant Information

Thank you for your interest in providing symptomatic rapid testing 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

Attention to

[insert name and job title here]

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...)

Information

Number of Employees _____

Number of unvaccinated employees needing testing as a condition of their employment _____

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 Tests Application.
2. In this Agreement:
 - a. **“Application”** means the attached New Brunswick Rapid Tests Application.
 - b. **“Chamber,” “Key contact,” “Location(s)”** and **“Organization”** have the meaning set out in the Application; and
 - c. **“Tests”** mean rapid tests for COVID-19.

Program Details

3. The Chamber will provide Tests to the Organization. While the Chamber will endeavor to provide the number of 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 Tests to the Organization, and the supply of those additional Tests will also be subject to the Agreement.
4. The Organization agrees to administer the Tests as per current public health testing guidance. Please refer to GNB website to identify who needs to be tested
5. The Organization agrees that the testing 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 May 31, 2022 unless it is terminated earlier in accordance with this Agreement.

Population to be Tested

7. The Organization will conduct Tests at the Location(s) on individuals within the population described in the Application and following current Public Health Guidance on rapid testing.

Testing Frequency

8. The Organization will conduct Tests at the frequency set out in the Application.

Testing Process

9. The Organization confirms that it has a plan in place for conducting Tests that includes:
 - a. where and when Tests will be conducted,
 - b. how the 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 Test on an individual, the Organization will pre-screen the individual to ensure that:
 - a. They are following current public health recommendations for rapid testing
 - b. they have not been diagnosed with COVID-19 in the twelve weeks prior to the date of the 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 follow current public health guidance. For clarity, individuals who have been vaccinated may receive a Test.

Testing

12. The Organization will ensure that before any employee or contractor may conduct a 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 Tests. These are accessible at:
 - GNB video: COVID-19 Rapid Testing in Workplaces (in English)
https://www.youtube.com/watch?v=C2SQqBpSR_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?vvideo=v4vers3e0d>

For clarity as per Health Canada Guidance, the individuals who conduct 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:

I agree to watch the training video prior to conducting any rapid testing in my workplace.

Signature: _____

Date: _____

I agree to have a method in place to dispose of the biohazard waste-Sharps Container/Stericycle/Pharmacy drop-off

Signature: _____

Date: _____

13. 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.
14. 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 **symptomatic** rapid 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.

15. The Organization will ensure the Tests are administered in accordance with all applicable provincial and federal laws and the manufacturer's guidelines, including any guidelines regarding storage requirements for Tests, sample collection, and administration. If there is any conflict between that guidance and this Agreement, this Agreement prevails over that guidance.
16. The Organization will also ensure that any of its employees or contractors conducting 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.
17. The Organization may permit individuals who are receiving Tests to swab themselves under the supervision of a Qualified Testing Lead. The Qualified Testing Lead must then interpret the results.
18. The Organization will ensure that the Tests are processed immediately after sample collection, at the Location(s) where the test is conducted.

Communication of Test Results

19. The Organization will set up a testing program in which each individual's test results will be communicated confidentially to that individual by the Qualified Testing Lead.
20. **Where the result of an individual's 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 test for COVID-19 was **positive**. A positive rapid test is now considered a positive case of COVID-19. If you have tested positive with a rapid POCT, no further testing is needed. Please follow current Public Health guidance on what to do with positive rapid test results.*
<https://www2.gnb.ca/content/gnb/en/corporate/promo/covid-19.html>

Because of this positive result, you are legally required to isolate for a period determined by Public Health NB.

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)

21. **Where the result of an individual's 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 test for COVID-19 was negative. This is considered a final result at this point in time.

Management of People Who Have Tested Positive

22. The Organization will ensure that individuals with positive results on their Test are removed from the workplace or site immediately, supported to an appropriate place to isolate, and instructed to follow current Public Health guidance on rapid test results.
23. The Organization confirms that it has a plan in place for the identification and notification of close contact in the workplace by requesting the person who tested positive to follow the guidance for notification of close contacts.
<https://www2.gnb.ca/content/gnb/en/corporate/promo/covid-19.html>

Program Reporting

24. The Organization will provide reporting every Monday to the Chamber in a template provided by the Chamber that includes:

- i. Number of Tests used;
- ii. Number of invalid Test results;
- iii. Number of individuals who tested positive with a Test;
- iv. Number of individuals who tested negative with a Test; and

25. 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

26. The Organization will put in place a process for registering individuals for Tests, and obtaining their consent prior to receiving a Test.

27. The Organization will put in place the following privacy and security measures to protect the confidentiality of Test results:

- a. Tests will be conducted in a private location,
- b. Test results will be delivered to the individual confidentially; and
- c. Records and 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

28. 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 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.

29. 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

30. 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.
31. No later than 7 days after this Agreement terminates or expires, the Organization will:
 - a. Return all unused Tests to the Chamber; and
 - b. Provide any outstanding weekly reporting to the Chamber

Other

32. 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.
33. 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.
34. 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.
35. The Organization cannot assign, subcontract or otherwise delegate its obligations under this Agreement.
36. 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.