**COVID-19 SAFETY PROTOCOLS FOR CONTRACTORS**

The novel coronavirus, SARS-CoV-2 (“**COVID-19”**) has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious. Contractor acknowledges that Contractor, its employees, agents, and subcontractors (collectively, including Contractor, the “**Contractor Parties**”) are at risk of exposure to COVID-19 in any public place where people are present, including without limitation while on site at Atlanta Public Schools (“APS”).

Any person entering APS premises waives all civil liability against the premise’s owner and operator for any injuries caused by the inherent risk associated with contracting COVID-19 at public gatherings, except for gross negligence, willful and wanton misconduct, reckless infliction of harm, or intentional infliction of harm, by the individual or entity of the premises.

**Contractor Duties.** Contractor must comply, and ensure compliance by all Contractor Parties, with the provisions of this Section and all applicable laws, rules and regulations, including any then-effective Executive Order issued by the Georgia Governor’s Office, regarding COVID-19 precautions, as well as all APS COVID-19 Safety Protocols, policies, and guidelines. Such measures shall at a minimum include implementation and compliance with the following requirements.

1. **Screening.** Screen and evaluate workers for symptoms of COVID-19; (e.g. symptoms identified by the Centers for Disease Control and Prevention as symptoms of COVID-19, including without limitation at least the following: fever or chills; cough; shortness of breath or difficulty breathing; fatigue; muscle or body aches; headache; new loss of taste or smell; sore throat; congestion or runny nose; nausea or vomiting; and diarrhea). Workers who exhibit symptoms of COVID-19 shall not report to work or enter the APS jobsite.
2. **Signage.** If applicable, Contractor shall post a sign at the APS jobsite stating that individuals who have symptoms of COVID-19 shall not enter the jobsite.
3. **Personal Protective Equipment.** Contractor shall provide Personal Protective Equipment (e.g. facemasks, protective gloves, protective clothing, protective garments, and shoe coverings) as available and appropriate to the function and location of the worker within the jobsite.
4. **Sanitation.** Contractor shall provide disinfectant and sanitation products for workers to clean their workspace, equipment, and tools. Contractor Parties shall enhance sanitation as appropriate and disinfect common surfaces regularly and require handwashing or sanitation at appropriate places within the jobsite.
5. **Masking**. Contractor must require workers to wear face masks, face coverings, and/or face shields at all times when the worker is inside a facility or building at the jobsite.
6. **APS Mandatory Surveillance Testing Program**. APS requires Contractor Parties to participate in the APS Mandatory Surveillance Testing Program, which requires twice-weekly COVID-19 testing at an APS site, under the following circumstances:
   1. If the Contractor Parties interact in person with APS students on a weekly basis, they must participate in the testing program for the duration of their work.
   2. If the Contractor Parties interact in person with APS staff during an assignment of thirty (30) days or longer, they must participate in the testing program from the beginning of their assignment through the duration of their work.
   3. Ad hoc assignments under thirty days in duration, such as repair jobs, do not subject Contractor Parties to the surveillance testing program requirements, unless the assignment requires interfacing with APS students regularly.
   4. If the Contractor Parties do not interface with APS staff or students, they are not subject to the surveillance testing program requirements, even if the work occurs on APS property. However, this exception does not apply if the Contractor Parties works with food preparation for APS staff or students as they must submit to the surveillance testing program requirements.
7. **Testing Program Exemptions.** If Contractor Parties are required to test, Contractor must process all requests for religious or medical exemptions from the APS Mandatory Surveillance Testing Program from workers, maintain records documenting granted exemptions, and report to APS as requested on worker compliance with the APS Mandatory Surveillance Testing Program.
8. **Physical Distancing.** While on site, Contractor must require and enforce Physical Distancing (as hereinafter defined) among all Contractor Parties to the extent then required by law or APS. If Physical Distancing is not then required by law, Contractor must still require and enforce Physical Distancing among all Contractor Parties to the extent practicable while on site, until further written notice from the APS. As used herein, “Physical Distancing” means keeping space between each person and other people. Persons practicing Physical Distancing should stay at least six (6) feet from other people and avoid assembling in groups. The Physical Distancing requirement does not apply to cohabitating persons, family units, or roommates residing together in private homes, whether inside or outside of their homes or place or residence.
9. **Contact Tracing.** For contact-tracing purposes, Contractor must record the names and telephone numbers of all Contractor Parties who are on site each day; this may be accomplished through a daily sign-in sheet or other such documentation. The daily sign-in sheets or other such documentation must be maintained by Contractor for a period of twelve (12) months after the expiration or earlier termination of this contract, and Contractor shall provide copies of the same to the APS promptly upon request. This subsection (c) shall survive the expiration or earlier termination of this agreement.
10. **Reporting Requirements.** All known cases of COVID-19 among Contractor Parties and all known cases of exposure to COVID-19 among Contractor Parties who interface with APS students or APS staff must be immediately reported to the APS by submitting an email to [CovidReports@atlanta.k12.ga.us](mailto:CovidReports@atlanta.k12.ga.us) and reporting a diagnosis and/or exposure to COVID-19. Names and other personally identifiable information of the persons diagnosed or exposed shall not be reported to the APS.
11. **Sick or Exposed Contractor Parties.** Contractor will ensure any person diagnosed with COVID-19 does not come to the jobsite until medically cleared to return; and each person exposed to COVID-19 who is not fully vaccinated does not return to the jobsite until 14 full days of quarantine is completed from the last known exposure to COVID-19.
12. **Indemnification and Waiver of Liability.** **By working with APS, Contractor acknowledges and agrees that an inherent risk of exposure to COVID-19 exists in any public place where people are present. By entering onto the jobsite, and in consideration of the benefit of this contract, all Contractor Parties voluntarily assume all risks related to exposure to COVID-19 and forever waive and release from liability, discharge, indemnify and hold harmless Atlanta Independent School System (a/k/a Atlanta Public Schools), the Atlanta Board of Education, and their respective, officers, board members, employees, agents, contractors, and volunteers (collectively, “APS Parties”) against all liabilities, claims, suits, and damages for illness or injury, including death, related to exposure to COVID-19 except for gross negligence, willful and wanton misconduct, reckless infliction of harm or intentional infliction of harm. Contractor further covenants not to sue, agrees not to file, nor cause to be filed, nor participate in, any lawsuit, claim, counterclaim, legal action or threat of legal action against the APS Parties as a result of any Contractor Parties or their respective contacts contracting COVID-19 or other illness, including claims for illness or injury, including death. If Contractor Parties or their respective contacts take any steps to make any claim(s) against any APS Parties, Contractor shall be obligated to pay all attorneys’ fees and costs incurred by the APS Parties as a result of such claim(s).**

**Modifications.** APS shall have the right to suspend the work or modify protocols applicable to the work, without incurring damages for delay or other liability, due to (i) any known cases of, or exposure to, COVID-19 among the Contractor Parties, and/or (ii) any legal requirements mandating suspension of the work or modification of protocols applicable to the work due to COVID-19.

**Additional Information on the Surveillance Testing Program**

Contractor Parties who participate in testing will have the front of both nostrils swabbed for 5 seconds by Viral Solutions staff persons. Viral Solutions staff will then place each swab into a testing card, along with a reagent, and results will be available within minutes. Individuals with positive tests will be notified immediately. Individuals who receive a negative test will not receive any notification. Anyone with a test result of significant clinical finding is presumed positive and will be advised to quarantine and immediately contact their doctor or a state testing center to schedule a PCR test to confirm the results.

Given the new dominant Delta variant strain of SARS-CoV-2, the transmissibility of the virus is significantly higher, especially among the unvaccinated. Testing twice per week allows APS to better account for the added transmissibility of the virus and ultimately ensure that our schools and workplaces are safe. Sites will operate with a three-day span between the first and second weekly test. Fully vaccinated individuals still must comply with the testing requirements.

Requests for exemption from the surveillance testing requirement will be reviewed by Contractor to determine if the request falls under the Americans with Disabilities Act (ADA) or Title VII obligations for exemption. Contractor is responsible for maintaining records of worker compliance with the APS Testing Program and any exemptions granted to workers thereof.

Contractors can learn about APS testing sites here https://www.atlantapublicschools.us/Page/66665.

If Contractors have any questions about the Surveillance Testing Program, they can contact: HealthServices@atlanta.k12.ga.us.