

# **SURVEILLANCE TESTING AND CONTACT TRACING PLAN AGREEMENT**

## **New Mexico Department of Health/New Mexico Environment Department**

The purpose of this Agreement is to establish the mandatory surveillance testing and contact tracing guidelines to be followed by the signatory employer or other entity (Employer) below to allow for exemption from Rapid Response Closure under the current Public Health Order. Following the execution of this agreement and the submission to the New Mexico Department of Health (DOH) and the New Mexico Environment Department (NMED) of a facility-specific surveillance testing and contact tracing plan (collectively referred to hereafter as "Plan"), a rapid response resulting from surveillance testing will not count towards advancement on the Rapid Response COVID-19 closure under the current public health order (PHO). At a minimum, the Plan must address the following criteria:

### **1. Surveillance Testing Requirements**

- a. All employees who are not currently required to self-quarantine or self-isolate shall be tested every two weeks within two consecutive days. The recurring testing schedule may be established in a manner that provides overlap to ensure continuity of operations. As an example, an employer may divide employees into two equal groups: Group A and Group B. Employees in Group A are tested over two consecutive days during the first week. Employees in Group B are tested over two consecutive days during the second week.
  - i. Employees who undergo testing should receive clear and appropriate information on the purpose of the test, type of test, reliability of the test, who will pay for the test, and how the test will be performed.
  - ii. Employees should also be provided with clear information on interpreting their results, actions to be taken depending on the test result, who will receive results, how the results will be used, and any consequences for refusing to be tested.
- b. Testing shall be conducted by a private provider at the Employer's expense. Employers with 50 or less employees can schedule testing at any DOH or DOH partner location.
- c. The Employer shall ensure that the COVID-19 test obtained or provided to its employees is a DOH-approved COVID-19 test.
- d. Employees testing positive must self-isolate and not return to work until they are no longer considered contagious as described in DOH's Policies for the Prevention and Control of COVID-19 in New Mexico.
- e. Employers must ensure continuity of operations based on employee COVID-19 test results and cannot knowingly allow COVID-19 positives employees in the workplace.
- f. The employer's surveillance strategy must be implemented in a manner that abides by all applicable laws protecting employee privacy and confidentiality.

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### 2. Contact Tracing Requirements

- a. The employer shall establish a COVID-19 coordinator or team who will be responsible for supporting DOH contact tracing efforts within the workplace. The coordinator and/or team shall provide DOH with contact tracing data and information according to the state's protocols.
- b. Upon confirming a COVID-19 case, the employer shall notify NMED's Occupational Health and Safety (OSHA) program within four (4) hours via the following online form: <https://nmgov.force.com/rapidresponse/s/>
- c. The employer shall immediately isolate potentially contaminated work areas where an infected employee was in the workplace in the preceding 5 days until cleaning and disinfection is completed in accordance with current Centers for Disease Control and Prevention (CDC) guidance.
- d. The employer shall immediately implement contact tracing protocols, for any COVID-positive employee consistent with CDC guidance and the State of New Mexico guidelines:
  - i. Close contacts are assessed from 48 hours prior to the date of onset of symptoms or 48 hours prior to test collection date for asymptomatic cases, including work, household, and social close contacts.
  - ii. A close contact is defined as: staying in the same close environment within 6 feet (2 meters) of a confirmed COVID-19 case for 3 minutes or more or anyone who had contact with the employee's body fluids and/or secretions such as were coughed on/sneezed on, shared utensils or saliva while the case was ill (beginning 2 days prior to illness onset and continuing until resolution of illness).
- e. The employer shall ensure that all close contacts of a positive employee are quarantined in accordance with DOH's Policies for the Prevention and Control of COVID-19 in New Mexico.

### 3. Additional Terms and Conditions

- a. An Employer with multiple and independent locations who agree to the terms of this Agreement must include each location in the Plan and immediately notify DOH and NMED when a given company location is no longer participating in the program.

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- b. The Employer shall ensure that the Plan created pursuant to this Agreement is posted in a conspicuous location for the duration of the period it remains in effect in a common area for all employees to inspect.
- c. All of Employer's employees shall be trained on the Plan. Employer must keep documentation on record showing employees received the training.
  - a. The Employer agrees to comply with the Public Health Orders, COVID Safe Practices, and Privacy Laws, etc., prescribed by DOH and/or NMED.
  - b. Employer agrees to keep records on site covered by their plan and provide them to agents of the state upon request.
  - c. Enforceability. Failure to comply with any provision herein shall result in termination of this agreement. Employer shall be prohibited from re-enrolling in the plan/agreement and the state will refuse to approve a future plan.
  - d. Plans shall be submitted to both: [NMENV-OSHA@state.nm.us](mailto:NMENV-OSHA@state.nm.us) and [NMDOH-COVID-PLAN@state.nm.us](mailto:NMDOH-COVID-PLAN@state.nm.us).
  - e. Only those businesses and entities defined as "essential businesses" in the operative Public Health Order may participate in this program.
  - f. This Agreement shall remain effective for the duration of the Emergency Declaration governing this Public Health Emergency or until Employer's participation in this program ceases voluntarily or by breach of the Agreement."

#### **4. Employer Certification**

As the responsible official signing this document, I certify under penalty of law that this agreement and the associated Plan were prepared under my directions or supervision according to a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for the gathering of the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

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**5. Signatures**

This Agreement shall become effective upon the last date of execution by DOH or NMED.

**EMPLOYER:**

Employer Smiths Food & Drug Centers

By 

Name PETER H. BARTH

Title Vice president

Date Nov 24, 2020

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**New Mexico Department of Health/New Mexico Environment Department**

**NEW MEXICO DEPARTMENT OF HEALTH**

By \_\_\_\_\_

Name Billy J. Jimenez


Title Acting Cabinet Secretary

Date 11/25/2020

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**New Mexico Department of Health/New Mexico Environment Department**

**NEW MEXICO ENVIRONMENT DEPARTMENT**

By  Digitally signed by James Kenney  
Date: 2020.11.24 21:34:49 -07'00'

Name \_\_\_\_\_

Title Cabinet Secretary

Date 11/24/2020