

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. **San Juan Veterinary Hospital will onsite test each employee every two weeks within a two-day time frame. Day one for the majority of staff and the next day to allow people with the previous day off to be tested.**

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. **LetsGetChecked Covid 19 tests will be administered to the entire staff every two weeks. Testing will be completed within a two-day time frame. This is a PCR test with 99.7% accuracy where samples are obtained from the nasal cavity. The cost of this test will be covered entirely by San Juan Veterinary Hospital.**

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. **All test results will be shared with the testing coordinator, Governance and the employee. Strict**

adherence to confidentiality will be followed at all times by all employees (Please see page 15 of employee handbook). All test results will also be shared with the DOH/NMED. Any one refusing to test will not be allowed in the building to work and may take PTO. At which time PTO runs out the employee will be placed on an unpaid leave of absence (Please see page 53 of the employee handbook.) Employees may return to work once they agree to the testing plan. Employees who test positive for Covid-19 will be sent home and asked to follow current state isolation procedures. Employees will be given a copy of the state of New Mexico's isolation protocols when a positive test is returned. They will remain isolated from other employees and clients. A positive employee may return to work when no fever is present for at least 24 hours without the use of fever-reducing medication and symptoms have improved. They must also have had at least 10 days passed since the onset of symptoms. If an employee does not have symptoms, they may return to work 10 days after the day of the positive test result. Employees will not have to provide a doctor's note or proof of a negative test result to return to work.

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. [LetsGetChecked Covid 19 tests were approved for use, confirmed via email from Maddy Haden dated November 28, 2020.](#)

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 Me

xico. [Please see 1. a-ii above.](#)

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. [Employees who test positive will be sent home with guidance on isolation protocols.](#)

f. The employer's surveillance strategy must be implemented in a manner that abides by all applicable laws protecting employee privacy and confidentiality. [All employee privacy and confidentiality laws will be followed and are noted on page 15 of the employee handbook.](#)

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. [The Governance team of San Juan Veterinary Hospital will be the coordination team for supporting the DOH in the tracing efforts. The members of this team are: Manuel Garcia DVM, Nicole Shevokas DVM, and Viann Willits, CVPM.](#)

- 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/>. We are currently in compliance with this program, and will continue to mandate as a hospital.
- 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. San Juan Veterinary Hospital protocol is to close upon a positive notification. Current scheduled appointments are to be contacted by CSR personnel to cancel and re-book after cleaning. All teams will clean areas of responsibility with Sanctuary 256 Surface Cleaner and Disinfectant in accordance with the manufacturers' directions (see enclosed). Operations will resume after cleaning and disinfection is complete.
- 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. All employees will be asked to submit a list of close personal contacts within the 48 hours prior to bi-monthly testing. Employees will be encouraged to turn in the list at the time of testing but will be due within 24 hours of testing. All testing dates will be made available 7 days prior to the date of testing to facilitate making of contact list.
 - 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 contact employees 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. San Juan Veterinary Hospital has one business location and will notify both the DOH and NMED within 48 hours of cessation of participation in the program.

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. This plan will be handed out to all current employees at the time of implementation. All new hires will receive a copy at day one of orientation. A copy of the Plan, including the testing dates, Sanctuary 256 information, and Policies for the Prevention and Control of Covid-19 in New Mexico will be posted in the break room of San Juan Veterinary Hospital.

c. All of employer's employees shall be trained on the Plan. Employer must keep documentation on record showing employees received the training. Two scheduled trainings will be conducted on this program. These trainings will be completed at least 48 hours prior to starting the program to allow employees to gather contact tracing information prior to starting the testing. Specific time will be allotted to questions and answers during that training. Documentation of attendance will be kept with all training documentation in Viann Willits CVPM office.

d. The Employer agrees to comply with the Public Health Orders, COVID Safe Practices, and Privacy Laws, etc., prescribed by DOH and/or NMED.

e. Employer agrees to keep records on site covered by their plan and provide them to agents of the state upon request. These records will be stored in Viann Willits office.

f. 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.

g. Plans shall be submitted to both: NMENV-OSHA@state.nm.us and NMDOHCOVID-PLAN@state.nm.us.

h. Only those businesses and entities defined as "essential businesses" in the operative Public Health Order may participate in this program.

i. 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.