



Russell Hinton Co. COVID-19 PREVENTION PLAN

DISCLAIMER: Please be advised that this toolkit is not intended to provide legal advice or opinion. Such advice may only be given when related to specific fact situations. The materials are for informational purposes only, not for the purpose of establishing an attorney-client relationship and should not be relied upon as legal advice. This document is a general example. It is not a substitute for experienced legal counsel. For use in practice, it is highly recommended that experienced employment counsel review and revise the example pursuant to the circumstances of each specific employer.

TABLE OF CONTENTS

	PAGE
SECTION 1: SCOPE	1
SECTION 2: PURPOSE	1
SECTION 3: DEFINITIONS	1
SECTION 4: COVID-19 PREVENTION PROGRAM.	3
4.1 Communication to Employees	3
4.2 Identification and Evaluation of COVID-19 hazards	4
4.3 Investigating COVID-19 cases	5
4.4 Correction of Hazards	6
4.5 Training	6
4.6 Physical Distancing	7
4.7 Face Covering/Face Mask Policy	7
4.8 Other Engineering Controls, Administrative Controls, and Personal Protective Equipment	9
4.9 Reporting, Recordkeeping and Access	9
4.10 Exclusion of COVID-19 Cases in the Workplace	10
4.11 Return to Work Criteria	10
SECTION 5: MULTIPLE COVID-19 INFECTIONS AND COVID-19 OUTBREAKS	11
5.1 Scope	11
5.2 Testing	11
5.3 COVID-19 Multiple Infection Cases	11
SECTION 6: MAJOR COVID-19 OUTBREAK	12
6.1 Scope	12
6.2 Testing	12
6.3 COVID-19 Major Multiple Infection cases	12
SECTION 7: [OPTIONAL SECTION: COVID-19 PREVENTION IN EMPLOYER-PROVIDED HOUSING]	13
7.1 Scope	13
7.2 Assignment of Housing Units	13
7.3 Physical Distancing and Controls	13
7.4 Face Masks/Face Coverings	13

TABLE OF CONTENTS
(CONTINUED)

	PAGE
7.5 Cleaning and disinfecting.	13
7.6 Screening.....	13
7.7 Testing.....	13
7.8 Isolation of COVID-19 case	14
SECTION 8: [OPTIONAL SECTION: COVID-19 PREVENTION IN EMPLOYER-PROVIDED TRANSPORTATION TO AND FROM WORK]	14
8.1 Scope.....	14
8.2 Assignment of Transportation.....	14
8.3 Physical Distancing and Controls	14
8.4 Face Coverings.....	14
8.5 Cleaning and disinfecting.	14
8.6 Screening.....	14
8.7 Ventilation.....	14
SECTION 9: APPENDICES	16
Appendix A.....	17
Appendix B.....	22
Appendix C.....	25
Appendix D.....	29
Appendix E.....	31
SECTION 10 FORMS	32
Form 1.....	33
Form 2.....	36
Form 3.....	37
Form 4.....	38
Form 5.....	39
Form 6.....	40
Form 7.....	41

Russell Hinton Co.'s COVID-19 Prevention Plan
(Title 8 Cal. Code of Regs. §§ 3205 *et al.*)

Russell Hinton Co.'s COVID-19 Prevention Plan

SECTION 1: Scope

This COVID-19 Prevention Plan (the "Plan" or "Policy") applies to all employees and places of employment except for places of employment where employees do not have contact with other people, where employees are working remotely from home, or where employers are health care facilities covered under the airborne transmissible disease regulation.

If there is a conflict between local health orders or this Plan, the local health order should be followed.

SECTION 2: Purpose

California struggles with controlling COVID-19 cases from transmitting. The California Occupational Safety and Health Administration ("Cal/OSHA") requires employers and employees who potentially may be exposed to COVID-19 to comply with title 8 Cal. Code of Regs. § 3205 *et al.* Cal/OSHA's General Duty Clause, title 8 Cal. Code of Regs. § 3203, similarly obligates Employers to create and implement procedures to avoid exposures to COVID-19. The purpose of this Policy and training on this program is to communicate to managers and employees Russell Hinton Co.'s (the "Company") policies, procedures and practices to prevent COVID-19 exposures and to limit COVID-19 potential hazards in the workplace.

This Plan is consistent with the Company's Injury and Illness Prevention Program ("IIPP") and other safety policies. This program incorporates all COVID-19 related policies, trainings, reports, job hazard assessments, notification templates, and any other documents created by the Company in response to any bill, local ordinance, statute, guidance or documents issued by the Center for Disease Control ("CDC"), federal agency, state agency, county agency, city agency or other governmental agency. Nothing in this document supersedes or nullifies the requirements in the Company's IIPP.

SECTION 3: Definitions

Several terms below will be used throughout this Policy. The definitions below are included to assist managers and employees in understanding the Company's Policy.

"COVID-19" means coronavirus disease, an infection disease caused by the severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2 or referred to as the Virus).

A **"COVID-19 case"** means a person who:

- (1) Has a positive "COVID-19 test";
- (2) Is subject to COVID-19 related order to isolate issued by a local or state health official; or
- (3) Has died due to COVID-19 in the determination of the local health department or per inclusion in the COVID-19 statistics of a county.

Once a doctor or licensed health care professional determines the person does not have COVID-19, then the person is no longer considered a COVID-19 case.

“COVID-19 exposure” means being within six feet of a COVID-19 case for a cumulative total of 15 minutes or greater in any 24-hour period within or overlapping with the “high-risk exposure period”. Facemasks do not limit exposure pursuant to this definition.

“COVID-19 hazard” means exposure to potentially infectious material that may contain the Virus that causes COVID-19. Potentially infectious materials include airborne droplets, small particle aerosols, and airborne droplet nuclei, which most commonly result from a person exhaling, talking or vocalizing, coughing, sneezing, or procedures performed on persons, which may aerosolize saliva or respiratory tract fluids, among other things. Surfaces or objects may also be contaminated with the Virus.

“COVID-19 symptoms” means fever of 100.4 degrees Fahrenheit or higher, 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, or diarrhea, unless a licensed health care professional determines the person’s symptoms were caused by a known condition other than COVID-19. Some common other conditions with similar symptoms include pregnancy, asthma, allergies, etc.

“COVID-19 test” means a viral test that is:

- (1) Approved by the United States Food and Drug Administration (FDA) or has an Emergency Use Authorization from the FDA to diagnose current infection with the Virus; and,
- (2) Administered in accordance with the FDA approval or the FDA Emergency Use Authorization as applicable.

“Exposed workplace” means any work location, working area, or common area at work used or accessed by a COVID-19 case during the high-risk period, including bathrooms, walkways, hallways, aisles, break or eating areas, and waiting areas. The exposed workplace does not include buildings or facilities not entered by a COVID-19 case.

As of January 1, 2021, the **“exposed workplace”** also includes but is not limited to the building, store, facility, agricultural field, or other location where a worker worked during the infectious period. This definition does not apply to buildings, floors, or other locations that the COVID-19 case did not enter during the infectious period.

[Optional: Note: The broad definition of “exposed workplace” necessarily requires the employer to devise ways of narrowing the physical footprint of the workplace by tracing the actual physical locations where the COVID-positive employee actually worked during the infectious period (e.g., the time clocks, specific bathrooms, hallways, and rooms).]

“Face covering” means a tightly woven fabric or non-woven material with no visible holes or openings, which covers the nose and mouth.

“Face mask” means a single use general purpose facemask that is authorized by the FDA for use as a source to help prevent the spread of COVID-19 infection. Neither face coverings nor facemasks are

intended to be considered personal protective equipment and are not to be used interchangeably with face respirators.

“High-risk exposure period” means the following time period:

- (1) For persons who develop COVID-19 symptoms: from two days before they first develop symptoms until 10 days after symptoms first appeared, and 24 hours have passed with no fever, without the use of fever-reducing medications, and symptoms have improved; or
- (2) For persons who test positive who never develop COVID-19 symptoms: from two days before, until ten days after, the specimen for their first positive test for COVID-19 was collected.

SECTION 4: COVID-19 Prevention Program.

4.1 Communication to Employees

(a) Employees should immediately report to their Supervisor if they are experiencing any signs or symptoms of the Virus, or if they believe they have been exposed to someone with COVID-19. Employees should also similarly immediately inform their Supervisor if they believe they have possibly been exposed to any COVID-19 hazard in the workplace. A failure to report may be considered a safety violation, subject to the discretion of the Company. The Company will not retaliate or discriminate against any employee that reports any of the items above. The Company has a strict non-retaliation and non-discrimination policy and will not tolerate anyone retaliating against, discriminating against, or harassing any employee for informing the Company about any of the information in this paragraph.

(b) The Company has an accommodation policy in its Employee Handbook which outlines the procedures by which an employee with medical or other conditions may request an accommodation to perform the essential functions of their job during the pandemic. Please review this policy and contact Jordan Satrap for more information.

(c) If there is an event that requires the Company to provide employees with testing, (e.g., potential exposure or multiple COVID-19 cases at the workplace), the Company will provide employees with access to testing On-Site Health and Safety. Affected employees will be informed as to why testing is being offered. All tests will be conducted during work hours, if possible. [Optional: Employees that work during the night shift/graveyard shift, may not be able to take tests during working hours. In those circumstances, employees will be paid for the time spent taking the test.] Affected employees are expected to inform their Supervisor that they will be going to take a test. Affected employees must document any/all times they leave to take the test and return from taking the test on **[Form 4.]** For non-exempt employees, the time spent waiting for a Company-mandated test will be considered working hours. While awaiting testing, affected employees are expected to comply with the Company’s meal and rest break and overtime policies, located in the Company’s Handbook. Affected employees waiting for a Company-mandated test are required to immediately contact their Supervisor before missing any meal or rest break, or before working overtime. Supervisor’s are to either authorize a premium meal period, rest period or overtime, or may ask the employee to leave the testing facility and return at a later time.

(d) The Company will provide employees with notification in accordance with [AB 685/California Labor Code § 6409.6] and this Policy. Each employee that may have had COVID-19 exposure during a high-risk period will receive notification of the exposure. Personal identifying information of the COVID-19 positive case will not be provided to the employee or any other person unless specifically required by law or regulation. The Company will also contact independent contractors or subcontractors that were at the workplace during the high-risk exposure period, who may have had COVID-19 exposure. See **Appendix A**.

4.2 Identification and Evaluation of COVID-19 hazards

(a) The Company welcomes employees **[and union representatives]** to identify COVID-19 hazards that may or may not have been identified by the Company. In order to beat the Virus, we need to work together to identify potential hazards that may be undetected. This includes informing Supervisors of unidentified potential COVID-19 hazards that are new to the workplace, or existing hazards that are created by those employees who fail to follow guidelines. The Company encourages all employees to actively engage in COVID-19 hazard identification to prevent COVID-19 exposure in the workplace.

(b) Employees **[and subcontractors/third parties/clients/guests]** will be required to complete health screenings before entering the workplace. See [Appendix D.] for more information on the Company's health screening protocols. Any employee who falsifies information on their health screening certification will be disciplined, up to and including termination of employment.

(i) **[Include information about who will be conducting the health screening and the process. If an employee is conducting health screening, then they need to be provided will full PPE and this should be addressed in this section including what PPE is provided (gloves, coveralls, respirator (including fit testing and medical testing), face coverings or masks, etc.). Temperature checks must be conducted by no-contact thermometers.]**

(c) Employees who test positive for COVID-19 or show any signs or symptoms of the Virus, or have had any exposure to COVID-19 will immediately be asked to isolate.

(i) Employees who test positive:

(1) Without symptoms will not be permitted to return to work until 10 days have passed since the first positive test;

(2) With symptoms will not be permitted to return to work until 10 days have passed since the onset of symptoms, their symptoms have improved, and 24 hours have passed since their last fever without the use of fever-reducing medication.

(ii) Employees who show signs or symptoms of the Virus will not be permitted to return to work until 10 days have passed since the onset of their signs or symptoms of the Virus first appeared their symptoms have improved, and 24 hours have passed since their last fever without the use of fever-reducing medication, or if cleared by a doctor prior to this period.

(d) Employees who have been exposed to COVID-19 will not be permitted to return to work for 14 days from the last date of exposure, and they have not tested positive for COVID-19 nor are they symptomatic.

(e) The Company will evaluate measures on how to maximize the quality of outdoor air and whether it is possible to increase filtration efficiency to the highest level compatible with the existing ventilation system.

(f) The Company will review the State and local department of public health orders relating to COVID-19 hazards and prevention.

(g) The Company will evaluate existing COVID-19 prevention controls at the workplace and the need for additional controls.

(h) The Company will assign Supervisor to conduct periodic inspections to identify violations of policy or protocol, additional hazards, or any unknown unhealthy work practices relating to COVID-19 to identify deficiencies in its program.

4.3 Investigating COVID-19 cases

(a) Supervisor will be conducting two separate investigations into a COVID-19 positive case. The Company will first identify the date and time the COVID-19 case was last present at the worksite, the date of the positive COVID-19 test or diagnosis (if possible), and/or the date of the onset of symptoms.

(i) The first investigation will include an inquiry into how the individual contracted COVID-19, including evaluating previous cases at the facility, exposure to other COVID-19 cases or COVID-19 hazards, and obtaining information from the employee about the source of the transmission of the Virus from locations, activities and individuals outside the workplace, including but not limited to, outdoor gatherings, weekends, lunch breaks, etc. The first investigation will include contacting the COVID-19-positive employee and/or his or her family to determine COVID-19 case status, receiving information regarding test results, onset of symptoms, and any additional information to assist with recording COVID-19 cases.

(ii) The second investigation includes a contact tracing analysis. Contact tracing includes identifying individuals who were in close contact (6 feet for cumulative total of more than 15 minutes within any 24-hour period) with the COVID-19 case during the high-risk exposure period. The Company's evaluation will also include evaluating common areas and commonly used items (such as equipment and materials), or places people congregated or visited in the workplace (such as the bathroom, hallways, aisles, walkways, elevators, break areas, etc.) associated with the COVID-19 case during the infectious period. Once the information and data are assembled and analyzed, the Company will create a list of close contacts and will notify those people of potential COVID-19 exposure. The Company will also provide notification compliant with [AB 685/California Labor Code § 6409.6] to all individuals who were on the premises during the high-risk exposure period, even if less than for 15 minutes or beyond distances greater than 6 feet.

(iii) As part of the contract tracing investigation, the Company will also identify people who may have come in contact with a COVID-19 case, but may not have had close contact. This list will be used to identify individuals who require notification under [AB 685/California Labor Code § 6409.6]. Employees, subcontractors, third parties, and union representatives will receive notification within 24 hours in accordance with [AB 685/California Labor Code § 6409.6]. Personal identifying information or the protected health information ("PHI") of COVID-19 cases will not be

provided on this notification and will never be provided without proper consent or unless otherwise required by law. See Appendix A.

(iv) The Company will offer and provide testing to those employees who were identified as having potential COVID-19 exposure through close contact. Records for these tests will be kept in accordance with title 8 Cal. Code Regs. § 3204.

4.4 Correction of Hazards

(a) The Company will conduct a review of its policies and procedures after each COVID-19 exposure incident to determine if there were any additional measures that could have been taken to reduce exposure to COVID-19. The Company will review its investigation and inspection records to determine if any other correcting hazards could have taken place to reduce the risk of COVID-19 exposure.

4.5 Training

(a) The Company will provide training and/or information to all employees including on the following subjects:

(i) Employees will be trained on the policies and procedures outlined in this COVID-19 Prevention Plan

(ii) Employees will be provided with information on types of benefits available and how an employee can obtain information regarding whether they are entitled those benefits or how to request those benefits. Some benefits that an employee may be entitled to include the following: [workers compensation, COVID-19 leave pursuant to the Families First Coronavirus Response Act, Supplemental COVID-19 leave as required under state or local law, Paid Sick Leave, Family Medical Leave Act, California Family First Rights Act, contract, Short term disability, etc.]

(iii) Employees will be provided training on COVID-19 including how the Virus can be spread (such as through the air when a person talks, vocalizes, sneezes, coughs, or exhales), how the Virus can be transmitted (such as on contaminated objects when the person then touches their eyes, nose or mouth), and that a person can be asymptomatic with the Virus. Employees will also be instructed that in some situations, virus particles can travel more than six feet, so the Company's policies should be enforced and followed in concert to reduce exposure.

(iv) Employees will be trained on physical distancing procedures as outlined in the Physical Distancing policy.

(v) Employees will be trained on face covering and facemask policies.

(vi) Employees will be trained on prevention methods including frequent hand washing with soap and water for 20 seconds and the use of hand sanitizer.

(vii) Employees will be trained on not coming to work when they have any signs or symptoms of COVID-19, if they have tested positive for COVID-19, if they have been exposed to anyone with COVID-19, or if they are awaiting a positive test because either they or a medical professional believes they may have been exposed to COVID-19.

4.6 Physical Distancing

(a) The Company has adopted several practices to ensure physical distancing including the following:

- (i) Informing employees they are to maintain 6 feet of distance at all times while they are at the worksite, including in the parking lot or other areas around the facility and during lunch and meal breaks.
- (ii) Offering telework or remote work assignments where it is not necessary for employees to be at work [and when it is required under local or state order.]
- (iii) Limiting occupancy at the workplace.
- (iv) Using floor markings or other visual cues to identify methods of travel and restricted areas.
- (v) Staggering arrival times, departure times, breaks, and shifts.
- (vi) Adjusting work processes and procedures to where single individuals perform functions rather than working in pairs.
- (vii) Separating furniture or locations where employees perform work tasks.
- (viii) Limiting seats in the break rooms.
- (ix) Limiting seats in conference rooms.

4.7 Face Covering/Face Mask Policy

(a) The Company will provide face coverings or masks for all employees.¹ The Company will also ensure that anyone who enters the facility, employee, third party, customer, client, vendor, or otherwise is wearing a facemask in accordance with state or local guidance. These face coverings and/or masks are not considered personal protective equipment (“PPE”) or a substitute for physical distancing, personal hygiene, and additional cleaning and disinfecting protocols discussed in this document. Employees should wear masks over their nose and mouth when indoors, when outdoors and less than six feet away from another person, and when otherwise required by the California Department of Public Health (“CADPH”) or local health department.

(b) Use of Face Coverings

(i) Each employee will receive a face covering/facemask at the beginning of their shift. Depending on supply, and as needed, employees may be provided additional face coverings

¹ This Policy does not cover the use of a filtering face piece respirator (“FFR”) (*e.g.*, N95), nor are the face coverings described in this Policy intended to replicate the protections provided by FFRs and/or surgical masks. Additionally, face coverings as described in this Policy are not meant as a replacement for work assignments that require the use of an FFR. Employees who must use an FFR to perform a work assignment must continue to follow the Company’s respirator use procedures.

throughout the day. The Company will provide receptacles for used/soiled face coverings, and will provide clean face coverings each day.

(c) Rules of Use for all Employees

(i) Employees must follow the instructions provided for in the “Fitting/Removing/Reusing of Face Covering” section described below.

(ii) At the end of shift, employees must properly dispose of used/soiled face coverings as instructed.

(iii) Employees must not wear a face covering if doing so will adversely affect their health. If an employee believes the use of a face covering will affect his or her health, s/he should speak with Jordan Satrap. Employees will be exempted from wearing face coverings if they have a medical condition, mental health condition, or disability and will be provided with a non-restrictive alternative such as a face shield with a drape on the bottom, if their condition or disability permits.

(iv) Employees must not wear a face covering if doing so will inhibit job functions. Employees should check with their supervisors to ensure which job functions can and cannot be performed while wearing a face covering.

(v) Failure to follow these rules may result in discipline, up to and including, termination.

(d) Instructions on Fitting/Removing/Reusing Face Covering for all Employees

(i) In order to properly use the face covering, Employees must ensure that:

(1) The covering fits snugly but comfortably against the sides of their face and covers their nose and mouth;

(2) The covering is secured either by ties or ear loops; and,

(3) Employees can breathe without restrictions.

(ii) When removing the face covering, Employees must:

(1) Avoid touching their eyes, nose, and mouth; and

(2) Wash their hands with soap and water for at least 20 seconds following the removal of the face covering. When soap and running water are unavailable, use an alcohol-based hand rub product with at least 60% alcohol. Employees should not use hand sanitizer with methyl alcohol.

(e) Additionally, if an employee removes their face covering during the workday (e.g., to drink or eat) they must:

(i) Avoid touching the inside of the covering;

(ii) Account for the whereabouts of the removed covering at all times;

(iii) Wash their hands with soap and water for at least 20 seconds after putting the covering back on. When soap and running water are unavailable, use an alcohol-based hand rub product with at least 60% alcohol; and,

(f) At the end of shift, properly dispose of the used/soiled covering as instructed by the Company and wash their hands for at least 20 seconds or use an alcohol-based hand rub product with at least 60% alcohol.

4.8 Other Engineering Controls, Administrative Controls, and Personal Protective Equipment

(a) The employer has installed [Plexiglas, barriers, etc.] in the following locations where it has been determined through a job hazard analysis where physical distancing cannot be maintained:

(i) Area 1:

(ii) Area 2:

(b) The Company will try to maximize mechanical or natural ventilation, except for when there could be natural air entering the facility that may be hazardous, such as when the Air Quality Index (“AQI”) is greater than 100 or in cases of extreme heat or cold.

(c) The Company has implemented cleaning and disinfecting procedures including:

(i) Regularly cleaning and disinfecting frequently touched surfaces and objects, such as doorknobs, elevator buttons, tools, handrails, handles, commonly used equipment, bathroom surfaces. The Company has a strict cleaning protocol, which is included in this Plan as [Appendix E].

(ii) Employees are forbidden from sharing PPE.

(d) The Company will evaluate its handwashing facilities to determine if additional facilities are needed. The Company will also provide additional breaks for employees to allow them to wash their hands for at least 20 seconds.

(e) Through its job hazard assessment, the Company will evaluate whether there is a need for PPE, such as gloves, goggles and face shields, to reduce or prevent exposure to COVID-19 hazards. The Company will provide such PPE as needed. (See Form 6.)

(i) The Company will evaluate the need for respiratory protection in accordance with title 8 Cal. Code of Regs. § 5144 (California’s Respiratory Protection Standard), especially where physical distancing requirements are not feasible and other engineering controls are not available, such as Plexiglas dividers or other effective measures, to reduce COVID-19 hazards.

4.9 Reporting, Recordkeeping and Access

(a) The Company will report all COVID-19 cases as required by the local department of health whenever required by law.

(b) The Company will report any COVID-19 serious illness or death in accordance with title 8 Cal. Code of Reg. § 330(h).

(c) The Company will maintain records of steps taken to implement this Policy including its job hazard assessment.

(d) A copy of this Policy will be available at the workplace www.russellhintonsafety.com to employees, and to the Cal/OSHA's Division of Enforcement (the "Division") upon request.

(e) The Company will maintain a record of all employee COVID-19 positive cases including the name of the employee, contact information, job title, locations where the employee worked, the date of the last day worked, and the date of the positive test. (See Form 2.)

4.10 Exclusion of COVID-19 Cases in the Workplace

(a) The Company will maintain benefits for an employee who is out on COVID-19 leave in accordance with law.

4.11 Return to Work Criteria

(a) The Company will return employees to the workplace as follows:

(i) Employees will not be returned if they have signs or symptoms until:

- (1) At least 24 hours have passed since a fever of 100.4 or higher has resolved without the use of fever-reducing medication;
- (2) COVID-19 symptoms have improved; and,
- (3) At least 10 days have passed since COVID-19 symptoms first appeared.

(ii) Employees who tested positive but were asymptomatic will not return to work until:

- (1) A minimum of 10 days have passed since the collection of the specimen of the first positive COVID-19 test.

(iii) If the Employee is quarantined or isolated by a local or state health official, the employee will not return to work until:

- (1) The period of isolation or quarantine is completed or the order is lifted; or
- (2) 10 days from the time the order to isolate was effective; or
- (3) 14 days from the time, the order to quarantine was effective.

(iv) Employees who have been exposed to COVID-19 will not be permitted to return to work for 14 days from the last date of exposure, and they have not tested positive for COVID-19 nor are symptomatic

(b) The Company will not require a negative test result as a condition to return any employee to work.

SECTION 5: Multiple COVID-19 Infections and COVID-19 Outbreaks

5.1 Scope

(a) If the local department of health has identified the facility as an outbreak or there are three or more COVID-19 cases in an exposed workplace within a 14-day period, the Company will enact enhanced procedures. These policies will apply until there are no new COVID-19 cases detected in a workplace for a 14-day period.

5.2 Testing

(a) The Company will provide COVID-19 testing to all employees who were present during the period of the outbreak. The testing will be provided at no cost to employees and employees will be paid for time spent taking the test. Employees should continue to follow the Company's policies, including meal and rest break policies and overtime policies in the Company's handbook, while they are getting tested. If an employee must miss a meal or rest break, or exceeds an 8 hour workday, the employee must immediately contact their Supervisor for permission. The Company will either ask the employee to return for a test at another time or provide premium pay for the missed meal or rest break and/or overtime pay for the time spent waiting for the test. The Company has specific procedures for employees to monitor and track the time they spend waiting for a test. See [Form 3].

(b) The Company will provide testing to all employees who were in the exposed workplace during the relevant period of the exposure. All employees will be offered testing once, and then one week later.

(c) The Company will continue COVID-19 testing of employees who remain at the workplace at least once per week or more frequently if recommended by the local health department until there are no more positive COVID-19 cases at the workplace within a 14-day period.

5.3 COVID-19 Multiple Infection Cases

(a) The Company will ensure positive COVID-19 cases and COVID-19 exposures are excluded from the workplace.

(b) The Company will investigate all COVID-19 illnesses relating to an Outbreak.

(c) The Company will also investigate and correct any new or unidentified hazards for any Outbreaks and will review its policies to implement any changes relating to its investigation. The Company will also review its policies to ensure it is offering all available and required leave to its employees. The Company will re-review all policies and procedures every 30 days that the Outbreak continues. The Company will also evaluate other feasible options for reducing COVID-19 hazards.

(d) The Company will promptly report to the local health department within 48 hours after the employer knows or with a diligent inquiry would have known of the three positive COVID-19 cases. The notification should include the name of each positive individual, contact information, occupation, workplace location, business address, the hospitalization and/or fatality status (if any), the North American Industry Classification System (“NAICS”) code of the workplace, and any other information requested by the local health department. The duty to report continues for every case until the Outbreak is resolved. After January 1, 2021, the employer shall notify the local health department in accordance with [AB 685/California Labor Code § 6409.6].

SECTION 6: Major COVID-19 Outbreak

6.1 Scope

(a) If there are 20 or more COVID-19 cases in an exposed workplace within a 30-day period, the following enhanced procedures will apply. These policies will apply until there are no new COVID-19 cases detected in a workplace for a 14-day period.

6.2 Testing

(a) The Company will provide COVID-19 testing twice a week, or more frequently as recommended by the local health department, to all employees present at the exposed workplace during the relevant 30-day period and for those who remain at the workplace. The testing will be provided at no cost to employees and employees will be paid for time spent taking the test. Employees should continue to follow the Company’s policies, including meal and rest break policies and overtime policies in the Company’s handbook, while they are getting tested. If an employee must miss a meal or rest break, or exceeds an 8 hour workday, the employee must immediately contact their Supervisor for permission. The Company will either ask the employee to return for a test at another time or provide premium pay for the missed meal or rest break and/or overtime pay for the time spent waiting for the test. The Company has specific procedures for employees to monitor and track the time they spend waiting for a test. See [Form 4].

6.3 COVID-19 Major Multiple Infection cases

(a) The Company will ensure positive COVID-19 cases and COVID-19 exposures are excluded from the workplace.

(b) The Company will investigate all COVID-19 illnesses relating to an Outbreak.

(c) The Company will also investigate and correct any new or unidentified hazards for any Outbreaks and will review its policies to implement any changes relating to its investigation. The Company will also review its policies to ensure it is offering all available and required leave to its employees. For the duration of the Outbreak, the Company will re-review all policies and procedures every 30 days. The Company will also evaluate other feasible options for reducing COVID-19 hazards, including whether it can recirculate air with Minimum Efficiency Reporting Value (“MERV”) 13 or higher efficiency filters, or other comparable air filtration, whether they could add portable or mounted High Efficiency Particulate Air (“HEPA”) filtration units, or other air cleaning systems to reduce risk, whether a respirator protection program or changes to the respiratory protection program would address the COVID-19 hazards, whether the Company should stop some operations until the exposure is under control and any other measure deemed necessary by the Division.

(d) The Company will promptly report to the local health department within 48 hours after the employer knows or with a diligent inquiry would have known of the three positive COVID-19 cases. The notification will include the name of the positive individual, contact information, occupation, workplace location, business address, the hospitalization and/or fatality status (if any), the NAICS code of the workplace, and any other information requested by the local health department. The duty to report continues for every case until the Outbreak is resolved. After January 1, 2021, the employer shall notify the local health department in accordance with [AB 685/California Labor Code § 6409.6].

SECTION 7: [Optional Section: COVID-19 Prevention in Employer-Provided Housing]

7.1 Scope

(a) Company-provided housing is defined as any place or area of land, any portion of any housing accommodation, or property upon which a housing accommodation is located, consisting of: living quarters, dwelling, boardinghouse, tent, bunkhouse, maintenance-of-way car, mobile home, manufactured home, recreational vehicle, travel trailer, or other housing accommodations. Company provided housing is housing that is arranged for and provided for by an employer, other person or entity to workers, and in some cases to workers and persons in their households, in connection with the workers' employment, whether or not rent or fees are paid or collected. This does to apply to housing for emergency response, if the employer is a government entity, or if it is temporarily provided by a private employer for emergency response.

7.2 Assignment of Housing Units

(a) The Company will assign units in accordance with title 8 Cal Code of Regs. 3205.3.

7.3 Physical Distancing and Controls

(a) The Company will ensure the premises are sufficient in size and layout to permit six feet of physical distance between known residents. The Company will provide beds that are six feet apart. The Company will also determine if additional filtration may be added to the housing unit to increase filtration efficiency to the highest level compatible with the existing ventilation system.

7.4 Face Masks/Face Coverings

(a) The Company will offer to provide face masks/face coverings to residents.

7.5 Cleaning and disinfecting.

(a) The Company will offer to provide cleaning and disinfecting of the facility.

7.6 Screening

(a) The Company will encourage residents to report COVID-19 symptoms and positive diagnoses.

7.7 Testing

(a) The Company will provide information to residents on where they can get tested in the event of a COVID-19 exposure.

7.8 Isolation of COVID-19 case

(a) The Company will assist the resident to obtain alternative housing.

SECTION 8: [Optional Section: COVID-19 Prevention in Employer-Provided Transportation to and from Work.]

8.1 Scope

(a) This section applies to employer-provided motor vehicle transportation to and from work, which is any transportation for an employee, during the course and scope of employment, provided, arranged for, or secured by an employer, including ride-share vans or shuttle vehicles, car pools, and private charter buses, regardless of the travel distance.

8.2 Assignment of Transportation

(a) The Company will assign units in accordance with title 8 Cal Code of Regs. 3205.4.

8.3 Physical Distancing and Controls

(a) The Company will ensure the vehicle operator and passengers are separated by at least 3 feet in all directions during operation.

8.4 Face Coverings

(a) The vehicle operator and passengers are to wear face coverings at all times.

8.5 Cleaning and disinfecting.

(a) The Company will ensure that the transportation vehicle is cleaned on a regular basis, potentially multiple times a day. The Company will clean all high-touch surfaces used by passengers in between every trip and all high-touch driver surfaces in before driver change out. The Company will provide drivers and riders with additional sanitizing materials.

8.6 Screening

(a) The Company will screen drivers and riders to ensure they have not had any COVID-19 exposure within the previous 14 days, are not exhibiting signs or symptoms of the Virus, and have not tested positive.

8.7 Ventilation

(a) The Company will ensure that vehicle windows are kept open (if possible and practicable) and the ventilation system is set to maximize outdoor air flow and not set to recirculate air. The windows will be closed if the temperature is over 90 degrees Fahrenheit or lower than 60 degrees Fahrenheit, there is rain or snow, or where the air quality is determined to be greater than 100.

SECTION 9: Appendices

Appendix A

AB 685 Notice

Note: This AB 685 notice is for employees who may have been in contact with the COVID Case during the high-risk period. This notice must be delivered within 24 hours of the Company learning of a positive case for each positive case it has at the facility. This document should be put on Company letterhead.

Dear [Name of Employee],

This notice is to inform you that an individual working at [name of location] (“the Premises”) has received a positive diagnosis of COVID-19. The individual was last on the Premises on [date], which falls within the individual’s infectious period. Based on our investigation, you have been identified as someone who may have been on the Premises at the same time as the positive COVID-19 Case. As part of our investigation, we do not believe you have been in close or direct contact with this individual, however, we are providing you this notice as a legal requirement under Labor Code Section 6409.6. The individual went home on [date] and has not been on the Company’s property since that time. The affected individual remains in isolation and we are supporting them as they recover.

We have separately notified all individuals that were in close or direct contact with this COVID-19 case. Close contact is defined as being within 6 feet of a COVID-19 case for more than 15 cumulative minutes in a 24-hour period during the two days prior to the COVID-19 case’s onset of signs or symptoms and/or positive test results.

Your health is our top priority and we are continuing to ensure your health and safety with [enhanced deep cleaning and sanitization/alternative] of areas [including office / work station] and any common spaces at the Premises. [Optional: We will also provide enhanced deep cleaning and sanitization of any [truck/vehicle/equipment/etc.] that the individual may have been using at the time of, or in the two days prior to, their positive diagnosis.] [Optional: We are attaching a copy of our cleaning protocols or You can access a copy of our cleaning protocols by ...]

When the individual that either tested positive or was presumed positive, is released to return to work, the Company will follow all Cal/OSHA, CDC, federal, state and local guidelines to maintain the health and well-being of all individuals at the Premises. This includes but is not limited to the COVID-19 case being in isolation for at least 10 days from the first sign of COVID-19 symptoms, no fever within 24 hours prior to returning to the Premises without the use of a fever reducing drug, and a signed attestation form from the individual confirming that their other symptoms have improved.

If you are experiencing COVID-19 symptoms, such as a fever of 100.4 degrees Fahrenheit or higher, 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, or diarrhea, please stay home, seek medical attention, and immediately contact [insert Company representative]. Any individual experiencing COVID-19 symptoms will not be disciplined under the attendance policy for not coming into work. Your health is our top priority and we remain committed to providing a safe environment for all of our employees.

As an employee of the Company, you may be entitled to several different types of leave or benefits including the following:

- Workers' Compensation
- Family First Coronavirus Relief Act Leave
- COVID-19 paid sick leave
- Supplemental Paid Sick Leave
- State Disability Insurance
- Long Term Disability
- Family Medical Leave Act or California Family Rights Act
- California Paid Sick Leave
- [Add Additional]

[You can learn more about the leaves/benefits you are entitled to by looking at these policies [on our intranet/in our employee handbook/etc.] or You can learn more about these leave/benefits through the information provided in the attachment to this [text message/email/letter] or [alternate language]. Please contact [HR/Supervisor/Manager/Person] to find out which leaves/benefits you are entitled to.

[Optional: As part of this notification, [you will be receiving \$____.____ per notification as a business expense because you are receiving this via text message on your personal phone you will receive \$____.____ for time spent on the clock for reading this message.]

The Company will continue to review and reevaluate return to work procedures, in accordance with Cal/OSHA, CDC and federal, state and local health authorities. Please also be reminded of the Company's commitment to preventing discrimination and/or retaliation. For additional information about these protections, please [see/contact specified resource/handbook]. If you have any questions, please reach out to Jordan Satrap via phone at 415-722-5635 or via e-mail at jsatrap@russellhinton.com.

Thank you,

[Name]

[Title]

Note: This AB 685 notice is for subcontractors or third parties whose employees may have been in contact with a COVID Case during the high-risk period. This notice must be delivered within 24 hours of the Company learning of a positive case for each positive case it has at the facility. This document should be put on Company letterhead.

Dear [Name of Subcontractor],

This notice is to inform you that an individual working at [name of location] (“the Premises”) has received a positive diagnosis of COVID-19. The individual was last on the Premises on [date], which falls within the individual’s infectious period. Based on our investigation, you may have had employees who may have been on the Premises at the same time as the positive COVID 19 Case. As part of our investigation, we do not believe your [subcontractor/employee/etc.] was in close or direct contact with this individual, however, we are providing you this notice as a legal requirement under Labor Code 6409.6. The COVID-19 positive case went home on [date] and has not been on the Company’s property since that time. The affected individual remains in quarantine and we are supporting them as they recover.

We have separately notified all individuals that were in close or direct contact with this COVID-19 case. Close contact is defined as being within 6 feet of a COVID-19 case for more than 15 cumulative minutes in a 24-hour period during the two days prior to the COVID-19 case’s onset of symptoms and/or positive test results.

Your employees’ health is our top priority and we are continuing to ensure your health and safety with [enhanced deep cleaning and sanitization/alternative] of areas [including office / workstation] and any common spaces at the Premises. [Optional: We will also provide enhanced deep cleaning and sanitization of any [truck/vehicle/equipment/etc.] that the individual may have been using at the time of, or in the two days prior to, their positive diagnosis. [Optional: We are attaching a copy of our cleaning protocols or You can access a copy of our cleaning protocols by ...]

When the individual that either tested positive or was presumed positive, is released to return to work, the Company will follow all Cal/OSHA, CDC, federal, state and local guidelines to maintain the health and well-being of all of our individuals at the Premises. This includes but is not limited to the COVID-19 case being in isolation for at least 10 days from the first sign of COVID-19 symptoms, no fever within 24 hours prior to returning to the Premises without the use of a fever reducing drug, and a signed attestation form from the individual confirming that their other symptoms have improved.

Please ensure that if any of your employees are experiencing COVID-19 symptoms, such as a fever of 100.4 degrees Fahrenheit or higher, 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, or diarrhea, they stay home and seek medical attention. Everyone’s health is our top priority and we remain committed to providing a safe environment for all of our employees. Please also be reminded of the Company’s commitment to preventing discrimination and/or retaliation. For additional information about these protections, please [see/contact specified resource]. If you have any questions, please reach out Jordan Satrap via phone at 415-722-5635 or via e-mail at jsatrap@russellhinton.com.

Thank you,

[Name][Title]

AB 685 Notice

Note: This AB 685 notice is for union or other representatives of employees. This notice must be delivered within 24 hours of the Company learning of a positive case for each positive case it has at the facility. This document should be put on Company letterhead.

Dear [Name of Union Rep],

This notice is to inform you that we have been informed by a member of the bargaining unit that you represent, in the job classification of [insert], that they [had/have been diagnosed as] a confirmed case of COVID-19 at [name of location] (“the Premises”) on [date]. We are providing you this notice as a legal requirement under Labor Code 6409.6. The employee went home on [date] and has not been on the Company’s property since that time. The affected employee remains in quarantine and we are supporting them as they recover.

We have separately notified all individuals that were in close or direct contact with this COVID-19 case. Close contact is defined as being within 6 feet of a COVID-19 case for more than 15 cumulative minutes in a 24-hour period during the two days prior to the COVID-19 case’s onset of symptoms and/or positive test results.

Our employee’s health is our top priority and we are continuing to ensure their health and safety with [enhanced deep cleaning and sanitization/alternative] of areas [including office / workstation] and any common spaces at the Premises. [Optional: We will also provide enhanced deep cleaning and sanitization of any [truck/vehicle/equipment/etc.] that the individual may have been using at the time of, or in the two days prior to, their positive diagnosis.] [Optional: We are attaching a copy of our cleaning protocols or You can access a copy of our cleaning protocols by ...]

When an individual that either tested positive or was presumed positive, is released to return to work, the Company will follow all Cal/OSHA, CDC, federal, state and local guidelines to maintain the health and well-being of all individuals at the Premises. This includes but is not limited to the COVID-19 case being in isolation for at least 10 days from the first sign of COVID-19 symptoms, and no fever within 24-hours prior to returning to work without the use of a fever reducing drug, and a signed attestation form from the individual confirming that their other symptoms have improved.

If any employee is experiencing COVID-19 symptoms, such as a fever of 100.4 degrees Fahrenheit or higher, 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, or diarrhea, they are directed to stay home and seek medical attention. Any employee experiencing COVID-19 symptoms will not be disciplined under the attendance policy for not coming into work. Our employee’s health is our top priority and we remain committed to providing a safe environment for all of our employees.

Bargaining unit members may be entitled to several different types of leave or benefits including the following:

- Workers’ Compensation
- Family First Coronavirus Relief Act Leave

- COVID-19 paid sick leave
- Supplemental Paid Sick Leave
- State Disability Insurance
- Long Term Disability
- Family Medical Leave Act or California Family Rights Act
- California Paid Sick Leave
- Collective Bargaining Agreement

Information regarding these leaves and benefits is available at/on russellhintonsafety.com or you can learn more about these leave/benefits through the information provided in the attachment to this letter. Please contact Jordan Satrap for any questions regarding these leaves or benefits.

The Company will continue to review and reevaluate return to work procedures, in accordance with Cal/OSHA, CDC and federal, state and local health authorities. Please also be reminded of the Company's commitment to preventing discrimination and/or retaliation. For additional information about these protections, please [see/contact specified resource]. If you have any questions, please reach out to Jordan Satrap via phone at 415-722-5635 or via e-mail at jsatrap@russellhinton.com

Thank you,

[Name]

[Title]

APPENDIX B

Contact Tracing Assessment:

The process of determining which employees have come into close contact with a COVID-19 positive employee in the 2 days prior to the onset of the COVID-19 positive employee's symptoms. Employees who have been in close contact with the COVID-19 positive employee should be directed to self-quarantine for 14 days from the last date of close contact with the COVID-19 positive employee. In order to properly contact trace you should:

1. Ask the COVID-19 employee to identify who s/he was in close contact with in the 2 days prior to the onset of his/her symptoms; and
2. Review the areas of the workplace the COVID-19 positive employee would have accessed and determine if there are any other employees that the COVID-19 positive employee would likely have had close contact.

Contact tracing need not be performed if the COVID-19 positive employee was not in the workplace within 2 days of the onset of symptoms.

CONTACT TRACING SCRIPT

Preliminary Notes

- The purpose of contact tracing is to determine if any employees were in close contact with the COVID-19 positive employee 2 days prior to the COVID-19 positive employee becoming symptomatic. Therefore, you only need to contact trace if a COVID-19 positive individual was in the workplace within 2 days of the onset of his/her symptoms.
- Begin contact tracing by speaking with the COVID-19 positive employee.
- DO NOT DISCLOSE THE NAME OF THE COVID-19 POSITIVE EMPLOYEE TO OTHERS.

Script to COVID-19 Positive Employee

- Because you informed us that you were COVID-19 positive, we have a legal obligation to our employees to inform those that were in close contact (6 feet for 15 cumulative minutes or more within a 24 hour period) with, that they may have been exposed to the virus. Note, we will not disclose your identity to your coworkers unless you have signed a consent.
- When did you become symptomatic? [If onset of symptoms was more than 14 days ago, nothing further to ask].
- Who do you recall being in close contact with 2 days prior to becoming symptomatic?
- In the 2 days before becoming symptomatic, do you recall being in any areas of the workplace that you would not ordinarily frequent?
- Did you participate in any external activities (lunch, happy hour, etc.) with any

employees outside of work without facemasks?

Script to Potentially Exposed Employees

- We have been informed by one of our employees that the employee is COVID-19 positive based on a diagnosis obtained on [DATE].
- Based on our investigation we believe that you may have come into close contact with the employee on [DATE].
- Pursuant to Company policy, we are requiring you to remain away from work until [14 days from the last close contact with the confirmed case].
- Because you were potentially exposed to COVID-19 at the workplace, we are offering you the opportunity to obtain a free test via [INSERT].
- If you are not diagnosed as COVID-19 positive, or are not experiencing COVID-19 symptoms by [14 days from last contact with the COVID-19 positive employee], you may return to work after completing a Health Certification Form.
- If during your time away from work you experience symptoms, or are diagnosed positive please inform [CONTACT].

DOCUMENTS TO REVIEW FOR CONTACT TRACING

Employer should collect documents and information in order to conduct contact tracing. The employer can review the following to create a list of which employees have been exposed. The information should be used to create a list of potential people exposed, which can be narrowed by asking the infected employee or using other mechanisms to determine which of these people had exposure with the infected employee within 6 feet for more than 15 cumulative minutes within any 24 hour period.

1. Timesheets or time clock records to determine who was on shift at the same time
2. Meal and rest break records to determine who was on break at the same time
3. Employee's assignment records to determine whom the employee worked with
4. Employees data entries to determine whom the employee was working with
5. Records of meetings and conference to determine who the employee may have been in close contact with.
6. Records of where the employee has been (rooms where the employee worked, calendar invites, meeting room invites, phone records, etc.)

CELL PHONE APP CONTACT TRACING

As an alternative, the Company can obtain an app if the employee carries a cell phone by inserting the app on the cell phone to track the employee while they are at the facility. The app should be carefully vetted and the following questions should be analyzed:

- If proximity data is being collected, is it being done through Bluetooth or geolocation data?
- If proximity data is being collected, will it be stored on an individual's device or on a separate server?
- Is the app collecting the right data?
- Is the app collecting too much data?
- Will biometric information be collected?
- How long will the app keep the data? Is there any justification for the app keeping data beyond 30 days?
- Does the developer have access to the information that is collected?
- Will the developer share personal information with others?
- Will the developer sell the personal information to others?

Some legal considerations should be assessed before utilizing a Cell Phone App to collect data:

1. Privacy:

The employer has to ensure that the cell phone app is disconnected as employees leave the facility. The employer has to provide notice of the data being collected to all employees. The employer also has to ensure that the data is maintain privately and it should only reflect where the employee was during work hours. The data should not include where the employee went during meal or rest breaks or other private breaks.

2. Safety Considerations:

The employer should consider any risk with employees having cell phones while working (contamination, COVID-19 hazards with patients, equipment hazards, distractions, etc.). Many employer forbid employees from using cellphones while at work and if all employees have access to their personal phones they may be using them to call friends and family during work hours, check personal email, look at videos, Facebook or other physical media, and violate other social media policies.

There is also risk of hacking and other financial compromising if the app used is not a secured app. Some states have privacy and safety regulations that penalize parties for violating privacy rights such as the California Consumer Privacy Act (CCPA) and the Biometric Information Privacy Act (BIPA).

3. Wage and Hour:

The Employer should also ensure that the app does not use much data (the company allows for WIFI connection) and is provided to the employee. If data is used then the employee should be paid a stipend per month to allow for the data usage on their phones.

APPENDIX C

COVID-19 BUSINESS TRAVEL POLICY

I. Purpose

This COVID-19 Business Travel Policy (the "Policy") provides general requirements for employees conducting business travel on behalf of the Company. These requirements are being implemented to reduce the risk of employee exposure to COVID-19 while conducting business.

Failure to follow the policy may result in discipline, up to and including, termination.

All questions regarding this Policy should be directed to **[INSERT APPROPRIATE COMPANY CONTACT]**.

II. Prior to Business Travel

- Business travel must only be utilized when essential and business cannot reasonably be conducted without face-to-face interaction or visits to specific locations.
 - Business travel will only be conducted on a voluntarily basis. If an employee is unwilling to travel, the Company will work with the employee and his/her **[DEPARTMENT/SUPERVISOR]** to find an alternative option.
 - Business travel must be requested and approved by **[INSERT APPROPRIATE COMPANY CONTACT]**. Any business travel request must include the following information:
 - Explanation as to why the business travel is essential and cannot be conducted via teleconference or videoconference.
 - Location(s) to be visited during business travel.
 - Company (ies)/individual(s) to be visited.
 - Confirmation that the company (ies)/individual(s) have granted permission for employee to travel there.
 - Confirmation that employee has reviewed any applicable state/local travel restrictions (including whether there are any quarantine requirements for travelers) and/or required protocols for each of the jurisdictions being visited.
 - Mode of transportation and any hotel lodgings.
 - Confirmation that the employee is voluntarily participating in this business travel.
 - Employees engaging in business travel must review and follow the Company's Travel Guidelines, wherever possible.
1. Employees should review and be advised of the following before travel:

Travel by Airplane

Limited business travel by airplane may need to be available for a mandatory business need and should require executive approval. If traveling for business or personal, it is recommended to ask that employees recommend quarantining work from home for a minimum of 14 days after they return from their trip. The employees should monitor their health during the quarantine period for signs of COVID-19 symptoms including: 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, or diarrhea.

Travel by Automobile

If traveling by automobile for personal or work reasons, the Company should ask employees to consider the activities of the travel that may place them in potential contact with the virus, such as, gas stations, hotels, restaurants, and large gatherings, in determining whether they should work from home for 14 days after returning to enable them to monitor for signs of COVID-19. If employees have taken all the protective measures of washing hands frequently (i.e., every 30 minutes), using hand sanitizer, adhering to physical distancing (i.e., no contact within 6 feet for more than 15 minutes within any 24 hour period), etc., then employees should consider whether those steps were sufficient to eliminate the risk of exposure. Various states have required or recommended that visitors and residents returning from other states quarantine for 14 days. Before you travel, determine if the employee will be subject to any state or local restrictions during or after his/her trip.

Travel increases your chances of getting *and* spreading COVID-19.

- There is no data to support if one type of travel is safer than others; however, airports, bus stations, train stations, and rest stops are all places travelers can be exposed to the virus in the air and on surfaces.
- These are also places where it can be hard to [physical distance](#) (keep 6 feet apart from other people for 15 minutes within any 24-hour period).
- Employees may be exposed while staying at hotel because of increased exposure to hotel guest services, housekeeping, security, etc. Employees should follow local or state guidelines as required at their destination.
- Employees may be exposed if they are renting a vehicle or using ride share. Employees should be requested to follow local or state guidelines as required at their location.

Consider the following risks for getting or spreading COVID-19, depending on how employees travel:

- **Air travel:** Air travel requires spending time in security lines and airport terminals, which can bring individuals in close contact with other people and frequently touched surfaces. Most viruses and other germs do not spread easily on flights because of how air circulates and is filtered on airplanes. However, physical distancing is difficult on crowded flights, and individuals may have to sit near others (within 6 feet), sometimes for hours. This may increase an individual's risk for exposure to the virus that causes COVID-19 even if the individual is wearing a face covering or personal protective equipment.
- **Car travel:** Making stops along the way for gas, food, or bathroom breaks can put employees in close contact with other people and surfaces.

Employees traveling on mandatory work-related travel should be advised on the following:

- Pack enough alcohol-based hand sanitizer (at least 60% alcohol) and keep it within easy to reach.

- Bring adequate Clorox or other wipes to wipe surfaces that may be used by the general public.
- Bring a cloth face covering or other facemasks to wear in public places.
- Pack non-perishable food in case restaurants and stores are closed.
- If considering cleaning travel lodgings, see CDC's guidance on how to [clean and disinfect](#).

State and Local Travel Restrictions

- For up-to-date information and travel guidance, check the [state or local health department](#). While the employee is traveling, it is possible a state or local government will put into place travel restrictions, such as stay-at-home or shelter-in-place orders, mandated quarantines upon arrival, or even state border closures.
- Plan to keep checking for updates, as employees are travel.

III. During Business Travel

- Employees on business travel must follow the Company's physical distancing protocols, wherever possible.
- Employees on business travel must follow any state/local physical distancing protocols as required.
- Employees must wear a face covering at all times while traveling on public transportation.
- General safety and health measures to following while on business travel:
 - Washing hands frequently with soap and water for at least 20 seconds. If soap and water are not readily available, use a hand sanitizer containing at least 60% alcohol.
 - Avoid touching eyes, nose, and mouth.
 - Avoid close contact with others, maintaining six (6) feet of physical distance from others, wherever possible.
 - Avoid gathering in public places, especially closely confined spaces, whenever possible.
 - Avoid unnecessary social gatherings with client.
 - Avoid touching high-touch surfaces such as elevator buttons, door handles, and handrails.
- Employees on business travel must follow any additional health and safety measures that have been established by the company(ies)/individual(s) being visited.

IV. Post-Business Travel

- **[DEPENDING ON WHETHER THERE ARE ANY STATE/LOCAL JURISDICTIONAL REQUIREMENTS FOR TRAVELERS AND/OR WHETHER THE COMPANY WANTS TO IMPLEMENT A MORE CONSERVATIVE APPROACH]** Upon returning from travel, employees will be required to observe a 14-day period of self-quarantine.
 - During the 14 days of self-quarantine:
 - Employees must not come onto Company premises and must not come into close contact with any other Company employees **[INSERT IF THIS IS A POSSIBILITY: unless the employees live in the same household]**.

- Employees must self-monitor for any COVID-19 related symptoms and should seek medical care if they experience any such symptoms.

If an employee tests positive for COVID-19, the employee must advise **[INSERT APPROPRIATE COMPANY CONTACT]**.

APPENDIX D

HEALTH SCREENING QUESTIONNAIRE

[This document must not be shared with anyone except employees authorized to receive the information, must be filed separately from any personnel files, and may be accessed by the COVID-19 Human Resources and Safety Committee Team. For visitors the questionnaire can be used to determine if people enter the facility. The questionnaire can then be shredded and discarded.]

CONFIDENTIAL

Employee and Visitor COVID-19 Questionnaire

We at [COMPANY] are focused on the health and well-being of our employees. In view of the novel COVID-19 outbreak, we are taking precautionary measures to keep the workplace safe for everyone. Please help us maintain a safe environment by completing this Questionnaire.

Pursuant to the Company's COVID-19 Safety and Health Policy, in the event you answer "Yes" to any of the below questions, you will be excluded from the workplace.

Questionnaire

Question# 1: Within the last 14 days, have you been in close contact with anyone who has been diagnosed as infected with, or is being screened for, COVID-19?

Yes No

If you are an employee and you answered "Yes" to this question, you must self-quarantine away from work for 14 days since your last close contact with the individual who was diagnosed as infected with, or is being screened for, COVID-19. If you develop symptoms of COVID-19, please consult with a medical provider. If you are diagnosed with COVID-19 during your period of self-quarantine, immediately contact [INSERT CONTACT].

If you are a visitor, you will be excluded from the facility you are not permitted to enter the facility.

Question# 2: Within the last 14 days, have you been in close contact with anyone who has been advised to self-quarantine by a healthcare provider?

Yes No

If you are an employee and you answered "Yes" to this question, you must self-quarantine away from work for 14 days since your last close contact with the individual who was advised to self-quarantine by a healthcare provider. If you develop symptoms of COVID-19, please consult with a medical provider. If you are diagnosed with COVID-19 during your period of self-quarantine, immediately contact [INSERT CONTACT].

If you are a visitor, you will be excluded from the facility you are not permitted to enter the facility.

Question# 3: Within the last 14 days, have you tested positive for COVID-19 or been diagnosed as COVID-19 positive by a healthcare provider?

Yes No

If you are an employee and you answered “Yes” to this question, you cannot report to work. The Company encourages you to continue to seek medical care. The Company will assess a return to work strategy based on your medical diagnosis.

If you are a visitor, you will be excluded from the facility you are not permitted to enter the facility.

Question# 4: Are you currently experiencing symptoms of COVID-19 which include, but are not limited to, fever of 100.4 degrees Fahrenheit or higher, 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, or diarrhea?

Yes No

If you are an employee and you answered “Yes” to this question, you cannot report to work. The Company encourages you to seek medical care. The Company will assess a return to work strategy once you obtain a medical diagnosis.

If you are a visitor, you will be excluded from the facility you are not permitted to enter the facility.

Question# 5: Have you had a temperature of over 100.4 degrees in the past 24 hours or from the last time you have filled this form?

Yes No

If you are an employee and you answered “Yes” to this question, you cannot report to work. The Company encourages you to seek medical care. The Company will assess a return to work strategy once you obtain a medical diagnosis.

If you are a visitor, you will be excluded from the facility you are not permitted to enter the facility.

Signature: _____

Print Name: _____

Date: _____

APPENDIX E

Note: This notice is for informing employees after contact tracing that they have been identified as a close contact that has potential exposure to a COVID-19 positive case. This notice should be delivered immediately upon the Company determining the individual is a close contact. This document should be put on Company letterhead.

DATE: [DATE]

TO: [CLOSE CONTACT EMPLOYEE]

FROM: [COMPANY REP]

We have been informed by an individual working at [Location] that the individual [is COVID-19 positive, based on a test obtained on [DATE]/may have COVID-19 based on signs or symptoms of the virus that became apparent on [DATE]. Pursuant to the COVID-19 Safety and Health Policy (“Policy”), this individual has been directed to isolate or quarantine until permitted to return to [Location].

We are alerting you to this development because, based on the Company’s contact tracing investigation, we believe that you may have come into close contact (within 6 feet for more than 15 cumulative minutes within 24 hours) with the COVID-19 case, on or about [DATE], which was within the high risk period. Based on the Policy, we are directing you not to report to work (i.e., quarantine) until 14 days after your last date of exposure or if you have been released by a doctor. [A Company representative will be in contact with you to discuss how you can obtain Company provided testing and with information regarding your option for paid benefits. You can obtain testing by Paid benefits are available to you including...]

If you do not test positive for COVID-19, are not diagnosed presumed-positive, or are not experiencing symptoms by [14 days from last contact with presumed/confirmed case], you may return to work. Upon returning, you will have to continue certifying in the Health Questionnaire that you have no signs or symptoms or further exposure to the Virus.

Please inform [COMPANY CONTACT] if any of the following occur during your self-quarantine:

- you develop COVID-19 symptoms; or
- you are diagnosed with COVID-19.

We are committed to providing a safe environment for our all of our employees. It is in the interest of those goals that we provide this information out of an abundance of caution.

We also want to take this opportunity to remind you that one of our core values as a company is respect for and among our employees. We will treat information regarding the identity of employees with suspected or confirmed cases of COVID-19 as confidential to the extent practicable and will comply with applicable laws regarding the handling of such information. Further, per Company policy, we will not tolerate harassment of, or discrimination or retaliation against any employee.

Please contact [COMPANY CONTACT AWARE OF APPROPRIATE PROTOCOLS] at [PHONE NUMBER] if you have any questions or concerns.

SECTION 10: FORMS

FORM 1

[This document, as well as any attachments, must not be shared with anyone except employees authorized to receive the information, must be filed separately from any personnel files, and may be accessed by the COVID-19 Human Resources and Safety Committee Team.]

CONFIDENTIAL

EXPOSURE INCIDENT/INVESTIGATION REPORT

Employee Info

Date: Enter Date.

Name: Enter Name.

Employee Number: Enter Employee Number.

Location: Enter Street, City, State, Zip Code.

Department: Enter Name of Department.

Exposure Info

Date Employee Reported: Enter Date.

Was Employee Present at Work?

Yes

No

Who Received Report? Enter Name.

Employee Is:

Positive Test

Diagnosed Positive

Symptomatic

Date of Positive Test or Diagnosis: Enter Date.

Date of Onset of Symptoms: Enter Date.

Leave Available?

Yes

No

If yes, type of leave taken: Enter Type of Leave.

Information Provided by Employee Regarding COVID-19 Exposure (Where was the employee exposed? Did any family members have it? Etc.)

Contact Tracing

Was Employee at Worksite Within 2 days of Onset of Symptoms

- Yes – complete remainder of section
 No – do not complete remainder of section

For Each Employee in Close Contact

Name: Enter Name.

Employee Number: Enter Employee Number.

Location: Enter Street, City, State, Zip Code.

Department: Enter Name of Department.

Date of Last Close Contact: Enter Date.

Date Employee Notified: Enter Date.

Who Notified? Enter Name.

Date Employee Can Return if Asymptomatic: Enter Date.

Leave Available?

- Yes No

If yes, type of leave taken: Enter Type of Leave.

Cleaning

Was Employee at Worksite Within 2 days of Onset of Symptoms?

- Yes – complete remainder of section
 No – do not complete remainder of section

Areas Symptomatic Employee Accessed

Enter Detailed Description. _____

Areas of Worksite Cleaned

Enter Detailed Description. _____

Date Each Site Cleaned

Enter Date.

Enter Date.

Enter Date.

Who Performed Each Cleaning?

Enter Name.

Enter Name.

FORM 2
Exposure Log

[This document, as well as any attachments, must not be shared with anyone except employees authorized to receive the information, must be filed separately from any personnel files, and may be accessed by the COVID-19 Human Resources and Safety Committee Team. All Information is to be kept confidential.]

Name	Contact Information	Job Title	Location Where Worked	Date of Last Day Worked	Date of Positive Test

FORM 3
Minor/Major Outbreak Testing Log

[This document, as well as any attachments, must not be shared with anyone except employees authorized to receive the information, must be filed separately from any personnel files, and may be accessed by the COVID-19 Human Resources and Safety Committee Team. All Information is to be kept confidential.]

Name	Department	Job Title	Date of First Test	Date of Second Test	Date of Positive Test

FORM 4

TIME OUT FORM FOR TESTING

NAME: _____

DATE: _____

TIME OUT FOR TEST: _____

TIME BACK FOR TEST: _____

MEAL PERIOD MISSED YES NO

REST PERIOD MISSED YES NO

AMOUNT OF OVERTIME: _____

SIGNATURE OF EMPLOYEE: _____

TYPE OF LEAVE PROVIDED: _____

AMOUNT PAID: _____

FORM 5

Employee Acknowledgement Form

Russell Hinton Co. COVID-19 Prevention Policy

I certify that I have received, reviewed and read a copy of the _____ Prevention Policy and I have been trained on all of the following items:

- What is Sars CoV-2 (aka COVID-19)
- The symptoms of COVID-19
- How COVID-19 is transmitted
- Prevention tips for COVID-19
- Physical Distancing
- Face Coverings and Personal Protective Equipment
- That I am not to come to work if I have any signs or symptoms or believe I have been exposed to COVID-19 or if I have been asked to quarantine or isolate by the Department of Public Health
- That I may be entitled to leave and or other benefits such as supplemental pay, paid sick leave, or workers compensation
- That if I am hospitalized for COVID-19 that I am to immediately notify my Supervisor
- That I can ask my employer to provide me with testing if I have been exposed at work
- That I must complete health screening and temperature checks before entering the workplace
- Training on use of, obtaining, maintenance of and safe donning and doffing practices for face coverings and personal protective equipment
- General employee risk reduction of COVID-19
- Engineering controls adopted by the Company
- Anti-retaliation policy
- That I have the right to remove myself from work situations that I believe present an imminent threat or serious danger to my safety or health or the safety or the safety and health of others
- How to file an internal retaliation claim if I believe I am facing retaliation for anything relating to COVID-19
- How to notify management of any safety violation or issue and the process management will take to investigate the matter
-

Date: _____ **Signature:** _____

Print Name: _____

Keep the original Employee Acknowledgement Form in Personnel File

FORM 6

JOB HAZARD ASSESSMENT

Person conducting the evaluation: [enter name(s)]

Date: [enter date]

Name(s) of employee and authorized employee representative that participated: [enter name(s)]

Work Area/ Activity/ Equipment/ Process that contributes to COVID-19 Hazard Exposure	Specific timing of issues:	Who may be exposed?	Prevention Controls Implemented:
(E.g. health screenings, bathrooms, conference rooms, multi employee use of forklifts, common breakroom, etc.)	(E.g. beginning of shift, throughout shift, lunch time, during graveyard shift, etc.)	(E.g., forklift drivers, package handlers, all employees, subcontractors, tellers, stockers, etc.)	(Plexiglass, additional ventilation, particians, administrative protocols like social distancing mandates, placemarkers for movement.)

FORM 7

PERIODIC INSPECTION FORM

Date: [enter date]

Name of person conducting the inspection: [enter names]

Work location evaluated: [enter information]

Exposure Controls	Status	Person Assigned to Correct	Date Corrected
Engineering			
Barriers/partitions			
Ventilation (amount of fresh air and filtration maximized)			
Additional room air filtration			
[add any additional controls your workplace is using]			
[add any additional controls your workplace is using]			
Administrative			
Physical distancing			
Surface cleaning and disinfection (frequently enough and adequate supplies)			
Hand washing facilities (adequate numbers and supplies)			
Disinfecting and hand sanitizing solutions being used according to manufacturer instructions			
[add any additional controls your workplace is using]			
[add any additional controls your workplace is using]			
PPE (not shared, available and being worn)			
Face coverings (cleaned sufficiently often)			

Gloves			
Face shields/goggles			
Respiratory protection			
[add any additional controls your workplace is using]			