



**Conditions of Presumption – LC 3212.88:**

1. The last day worked by the employee is on or after *July 6, 2020*.
2. The employee has tested positive for COVID-19 within 14 days after a day that the employee performed labor or services at the employee's place of employment at the employer's direction.

Unless otherwise indicated, "test" or "testing" means a PCR (Polymerase Chain Reaction) test approved for use or approved for emergency use by the United States Food and Drug Administration to detect the presence of viral RNA. "Test" or "testing" does not include serologic testing, also known as antibody testing. "Test" or "testing" may include any other viral culture test approved for use or approved for emergency use by the United States Food and Drug Administration to detect the presence of viral RNA which has the same or higher sensitivity and specificity as the PCR Test.

3. The employee's positive test occurred during a period of an ***outbreak*** at the employee's *specific place of employment*.
4. A *specific place of employment* means the building, store, facility, or agricultural field where an employee performs work at the employer's direction. A specific place of employment does *not* include the employee's home or residence unless the employee provides home health care services to another individual at the employee's home or residence.

5. An **outbreak** exists if within 14 calendar days one of the following occurs at a specific place of employment:
  - a. If the employer has fewer than 100 employees at a specific place of employment, **4 or more employees** test positive for COVID-19.
  - b. If the employer has more than 100 employees at a specific place of employment, **4 percent or greater** of the number of employees who reported to the specific place of employment, test positive for COVID-19.
  - c. A specific place of employment is ordered to close by a local public health department, the State Department of Public Health, the Division of Occupational Safety and Health, or a school superintendent due to a risk of infection with COVID-19.
6. If an employee has paid sick leave benefits specifically available in response to COVID-19, those benefits shall be used and exhausted before any temporary disability benefits or benefits under Section 4800, 4800.5, or 4850 are due and payable.

If an employee does not have those sick leave benefits, the employee shall be provided temporary disability benefits or Section 4850 benefits, if applicable, from the date of disability. There shall not be a waiting period for temporary disability benefits.

7. The rebuttable presumption shall be extended to employees subject to this subdivision following termination of service for a period of 14 days, commencing with the last date actually worked in the specified capacity at the employee's place of employment. This does not affect an employee's rights to compensation for an injury or illness under this division in accordance with a preponderance of evidence.

Evidence relevant to controverting the presumption may include, but is not limited to, evidence of measures in place to reduce potential transmission of COVID-19 in the employee's place of employment and evidence of an employee's nonoccupational risks of COVID-19 infection.

8. The claims administrator has 45 days in which to reject or accept the claim. The claim can only be contested following that 45-day period with evidence discovered after the 45-day period.

9. A claim is not part of an outbreak if it occurs during a continuous 14-day period where the requisite number of positive tests have not been met. For purposes of applying the presumption in this section, the claims administrator shall continually evaluate each claim to determine whether the requisite number of positive tests have occurred during the surrounding 14-day periods.
10. In the case of an employee who performs work at the employer's direction in multiple places of employment within 14 days of the employee's positive test, the employee's positive test shall be counted for the purpose of determining the existence of an outbreak at each of those places of employment, and if an outbreak exists at any one of those places of employment, that shall be the employee's "specific place of employment."
11. The law sunsets on January 1, 2023. You may access the entire text of SB 1159 on the California Legislature's website:

[http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill\\_id=201920200SB1159](http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201920200SB1159)

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