



COVID-19 PROTOCOL FOR THE 2022-23 SEASON

The approach outlined in this protocol (“2022-23 COVID-19 Protocol” or “Protocol”) has been adopted in recognition of:

- (1) the health of Player and Club personnel remaining the League’s priority;
- (2) the high vaccination rate of Club Hockey Operations and Player personnel;
- (3) the high positivity rate of COVID-19 in the NHL from mid-December 2021, to February 2022; and
- (4) the continuing COVID-19 shift from a pandemic to an endemic state.

The NHL has worked closely with the NHLPA in establishing the framework set forth herein. It has also developed this approach with the input of both the NHL’s and the NHLPA’s respective medical, epidemiology and infectious disease experts as well as Club medical personnel.

This Protocol cannot mitigate all risk. A range of clinical scenarios exist with COVID-19 infection, from very mild to fatal. Generally, COVID-19 more seriously affects older age groups and those with previously existing medical conditions more so than younger, and otherwise healthy individuals, but we recognize that this is not always the case. Players and other Club personnel may have family and household members who may fall into these more vulnerable categories and may wish to take additional precautions to the ones described herein.

This 2022-23 Protocol is effective as of August 16, 2022. The Protocol may be subject to future revision by the NHL and the NHLPA. The Protocol replaces and supersedes all prior protocols that were in place.

1. GENERAL

Players and all Club personnel are required to continue to comply with all applicable regulations imposed by local, provincial/state, and federal health authorities. Players and Club personnel are also strongly encouraged to adhere to any recommended best practices of the CDC, the Public Health Agency of Canada (“PHAC”), and/or Health Canada applicable to them and the facilit(ies) in which 2022-23 Season activities are to take place, including any changes to such recommendations that may come into effect after the commencement of the 2022-23 Season.

2. VACCINATION

All Players and all Club personnel are strongly encouraged to receive and remain up-to-date with COVID-19 vaccination and booster recommendations from the CDC and Health Canada. Vaccination was essential in mitigating COVID-19 risks in earlier phases of the pandemic and still remains the most effective measure to protect against severe illness from COVID-19 infection.

An individual’s status as Fully Vaccinated or as an Unvaccinated Individual will be determined in accordance with the definition applicable in the jurisdiction where the Club conducts its Club activities (e.g., FDA, Health Canada). Upon request of the Club and to the extent permissible under state or provincial laws, Players and Club Personnel who have not previously done so (including for the 2021-22 season) shall provide the Club with vaccination cards or other documentation verifying their vaccinated status. Individuals who fail to provide such

information shall be considered Unvaccinated Individuals for the purposes of this Protocol, and shall be subject to the provisions applicable thereto as set forth in this Protocol.

3. TRAVEL

Currently, the Canadian-U.S. border continues to have travel quarantine restrictions in place that are related to a person's vaccination status. Given this, and absent receipt of an exemption from the relevant U.S. or Canadian health authorities, unvaccinated Individuals (as defined by CDC and/or Health Canada) may not be allowed to travel across the Canadian-U.S. border or may be required to quarantine, which would obviously limit their ability to participate in Club activities (e.g., playing in Games, Club travel, and training activities) (hereafter "Club Activities"). As of the effective date of this document, neither Canada nor the U.S. requires a negative COVID-19 test (rapid antigen or molecular) prior to entry. As a reminder, individuals who are COVID-19 positive remain subject to the isolation restrictions set forth below as well as those imposed by local health authorities.

A Club shall have the right to suspend an Unvaccinated Player who is unable to participate in Club Activities due to his vaccination status and require the Player to forfeit the equivalent of one day's pay (i.e., 1/185th of their Paragraph 1 NHL Salary for the 2022/23 Season) for each day during which the Player is precluded from participating in Club Activities due to applicable regulations imposed by local, provincial/state, and/or federal health authorities, including if they are more stringent than imposed by this Protocol; provided, however, that a Club shall not have the right to suspend and require salary forfeiture from an Unvaccinated Player who is diagnosed with a confirmed positive finding for COVID-19 (or has a resulting and/or related illness) which qualifies as a hockey related injury and/or is absent from Club Activities as mandated by the requirements of Section 4 of this Protocol. Such right to suspend shall also apply in situations where a Player does not travel with the Club due to potential local, provincial/state, and/or federal regulations upon return. If the applicable local, provincial/state or federal regulations impose less stringent standards than are set forth in this Protocol, this Protocol will govern, unless expressly stated otherwise herein. If a Club exercises its right to suspend an Unvaccinated Player under this paragraph, the Club cannot demand, request, or otherwise suggest that the Player undertake any work assignments, including (but not limited to) practicing and/or training, during the term of the suspension. Other than the above noted salary forfeiture, a Player suspended under this paragraph shall be entitled to all rights and benefits under his SPC and the CBA (e.g., pension credits and insurance benefits).

Notwithstanding the foregoing, there shall be no forfeiture of any compensation for an Unvaccinated Player whose unvaccinated status is based upon medical reasons or a conflict with his sincerely held religious beliefs. Further, unless stipulated by this Protocol, or by applicable regulations imposed by local, provincial/state, and/or federal health authorities, no Player shall be denied opportunities to participate in Club Activities on the basis of their vaccination status.

4. POSITIVE TEST PROTOCOL

Note: this Section 4 applies to Hockey Operations Club Personnel and Players (and On-Ice Officials) who are symptomatic and/or COVID-19 positive.

A. MOLECULAR TESTING IN SYMPTOMATIC INDIVIDUALS

The following are common symptoms of COVID-19:

- Sinus or cold-like symptoms (headache, congestion/runny nose, sore throat).
- New or worsening cough

- Fever (temperature > 100.4°F or > 38°C)
- Shortness of breath or difficulty breathing
- Feeling feverish, chills
- Muscle or body aches or fatigue (not exercise-related)
- New loss of smell or taste
- Gastrointestinal symptoms (nausea, vomiting and/or diarrhea)

Any individual who develops symptoms consistent with COVID-19 shall immediately put on a face mask and receive a point-of-care molecular COVID-19 test (e.g., Mesa Accula, Lucira, Cue Health, etc.) authorized for use by Health Canada in Canada or the CDC in the U.S. If such rapid molecular testing is not available, a lab-based PCR test can be done, but the individual should not be in team facilities or around other Players or staff until such results are available. Nasal, mid turbinate, nasopharyngeal, pharyngeal and saliva samples are permissible, provided they are in accordance with the test platform being used.

Individuals shall isolate (per section 4C, below) while awaiting confirmation of their COVID-19 positive/negative status, shall be in communication with Club medical staff on a regular basis, and shall receive such medical treatment as is appropriate for their condition.

In the event the individual is acutely ill or medically unstable, the Club Physician in consultation with the Club's infectious disease expert, shall arrange appropriate treatment, care and follow up.

B. MOLECULAR TESTING RESULTS

B.1 POSITIVE TESTS IN A SYMPTOMATIC INDIVIDUAL

A positive test of an individual who exhibits symptoms of COVID-19 shall not be subject to further confirmatory testing under this Protocol. These individuals shall be required to isolate until they meet the criteria set out in section 4D, below.

All positive tests in Players, Club staff, and others who travel with the Club shall be reported as soon as possible the day of receiving the result.

B.2 NEGATIVE TESTS IN A SYMPTOMATIC INDIVIDUAL

Individuals who develop infectious respiratory symptoms, but who test negative for COVID-19, shall have their clinical care, further testing and clearance managed by the Club Physician in consultation with the Club's infectious disease expert. In general, any individual with symptoms of an upper respiratory infection should wear a face covering, regardless of COVID-19 test results.

Testing shall be repeated the next day and the day after (i.e., daily for 3 days) if initially negative.

C. SELF-ISOLATION UPON TESTING POSITIVE FOR COVID-19

A person who tests positive for COVID-19 shall remain in isolation and shall not participate in any group training activity or have any contact (other than remotely) with any other personnel for the duration of their isolation.

How to Isolate:

- Limit contact with others, engage in frequent hand hygiene, keep surfaces clean, avoid sharing personal items

- Monitor yourself for symptoms
- Arrange to have access to needed supplies
- If living in a shared accommodation, protect co-living individuals by:
 - Limiting contact by using separate bathrooms, if possible
 - Not sharing personal items
 - Maintaining a 6 ft (2m) distance (if unable to maintain physical distance, consider alternate accommodation)
 - Clean and disinfect frequently touched surfaces often
 - Wearing a mask when in the same room as others and ensure others also wear a medical mask when in the same room as an infected individual.

During such period, the person who tested positive shall be in daily contact with and receive remote care from Club medical staff or such other physicians as considered appropriate.

Light to moderate exercise is permitted for Players while in isolation, provided the individual is asymptomatic or only mildly symptomatic. However, exercise is not permitted for the duration of the isolation period if the individual has experienced any of the symptoms during their illness that are listed below in the Cardiac Screening Section 4E.

D. ENDING ISOLATION

Players or Club personnel who test positive shall remain in isolation until one of the following conditions has been satisfied:

1. During the first 5 days of isolation: individuals who are, and continue to be, asymptomatic may be tested daily with lab-based RT-PCR tests. If such individual has two or more consecutive daily lab-based RT-PCR tests which are negative, the individual may exit isolation if the Club Medical Director and their infectious disease expert provide medical clearance, concluding that the individual no longer presents a risk of infection to others, and that it is medically appropriate (given individual and local circumstances) to terminate the requirement for self-isolation, and provided that such exit is permitted by the local health authority where the individual is isolating. The Club Medical Director must notify the NHL Chief Medical Officer and the NHLPA's Chief Medical Consultant of the early exit from isolation.
2. During days 6 to 9 of isolation: at least 5 days have passed since testing positive or symptoms first appeared. If symptomatic, at least 24 hours have passed since last fever without the use of fever-reducing medications, and symptoms (e.g., cough, shortness of breath, etc.) are resolving (with the exception of continued loss of taste or smell so long as other symptoms are resolving). If these conditions are met, an individual can exit isolation on day 6 or later:
 - a. after a lab-based PCR test that is negative, or
 - b. lab-based PCR test that has a CT value >30, or
 - c. two negative molecular point of care tests collected >2 hours apart.

NOTE: the samples for the tests listed above can be collected on day 4 or 5 (or thereafter).

In addition, the Club Medical Director and their infectious disease expert must provide medical clearance, concluding that the individual no longer presents a risk of infection to others, and that it is medically appropriate (given individual and local circumstances) to terminate the requirement for self-isolation, and provided that such exit is permitted by the local health authority where the individual is residing.

3. Day 10 of isolation: the individual may exit isolation if the Club Medical Director and their infectious disease expert provide medical clearance, concluding that the individual no longer presents a risk of

infection to others, and that it is medically appropriate (given individual and local circumstances) to terminate the requirement for self-isolation, and provided that such exit is permitted by the local health authority where the individual is residing.

Note: For all individuals who exit isolation prior to day 10, as per the above, a face covering shall be worn around others until 10 days have passed from the day of the positive test, other than for practices and games.

E. CARDIAC SCREENING

Upon completion of the period of isolation, any Player who exhibits, or has exhibited any of the following symptoms during their illness:

- Persistent cough
- Feeling feverish, chills
- Muscle or body aches or fatigue (not exercise-related)
- Chest pain
- Shortness of breath or difficulty breathing
- Fever (temperature > 100.4° F or >38° C) lasting more than 24 hours

must have cardiac testing and consultation (see Section 1.7, JAMA Cardiology: A Game Plan for the Resumption of Sport and Exercise After Coronavirus Disease 2019 (COVID-19) Infection) including, at a minimum,

- ECG,
- Echocardiogram,
- serum troponin and
- medical clearance by a cardiologist

F. DISCLOSURE

In the event of a positive COVID-19 case for a Player, the Club shall disclose to the media or to the public such information in a form agreed upon by the NHL and NHLPA.

G. INDIVIDUALS WITH CLOSE CONTACT

Close Contacts shall comply with applicable federal, state/provincial and local regulations, including, but not limited to, any CDC and/or Health Canada guidelines related to testing.

H. FUTURE TESTING FOLLOWING A POSITIVE TEST

In the event that a Player or other member of Club Personnel has a confirmed positive finding for COVID-19, molecular testing may remain positive for a prolonged period of time after resolution of symptoms, with unknown significance. If Players or Club Personnel exhibit symptoms of COVID-19 within 90 days of a positive test, their COVID-19 status shall be determined on the basis of a clinical assessment by the Club medical staff and the infectious disease expert, which assessment may, in their discretion, include PCR testing as one element.

For Players/Club Personnel who continue to test positive 90 days or more after a confirmed positive finding for COVID-19, the Club's Infectious Disease specialist and the lab microbiologist shall review such results to determine their clinical relevance.

I. PLAYER STATUS

In the event a Player is diagnosed with a confirmed positive finding for COVID-19 (or has a resulting and/or related illness), such Player shall continue to be paid his Paragraph 1 NHL Salary for as long as he is unavailable to participate in Club Activities due to the requirements of Section 4 of this Protocol, or for ten (10) days, whichever period is shorter, except that a Player who must complete cardiac screening pursuant to Section 4 of the Protocol shall continue to be paid his Paragraph 1 NHL Salary until such screening has been performed. Thereafter, the NHL, NHLPA and the Club each shall reserve their respective rights as to whether or not the Player who is unavailable to participate in Club activities beyond the above-described salary continuation period has sustained a hockey related injury or illness for purposes of his continuing entitlement to Paragraph 1 NHL Salary, and/or for all other purposes of his SPC or the Collective Bargaining Agreement.

5. IMPLEMENTATION OF ENHANCED HEALTH AND SAFETY MEASURES IN RESPONSE TO A COVID-19 OUTBREAK

The Club's Medical Director, in consultation with the Club's infectious diseases expert and the local public health authorities, shall identify circumstances when enhanced health and safety measures should be implemented, on a temporary basis, in response to a COVID-19 outbreak within a Club. Such measures may be required when multiple Players or Club personnel have tested positive for COVID-19 and/or are exhibiting symptoms of the disease, or where there is evidence or suspicion of spread occurring amongst Players and/or Club personnel.

In such circumstances, the Club shall consult with the NHL Chief Medical Officer, the NHLPA Chief Medical Consultant and the NHL and NHLPA Infection Diseases Consultants (collectively, the "ID4") on any recommended enhancements to these protocols and the expected timeframe during which such enhanced measures will be operational.

Prior to implementing any enhanced health and safety measures, the Club must obtain the consent of the ID4. Where a Club needs to take immediate and unilateral steps to address a significant health and safety concern, and on that basis obtaining the prior consent of the ID4 would be reasonably impracticable in the circumstances, the Club and/or League may proceed with implementation of the enhanced protocol requirement without obtaining the aforementioned consent for a period not to exceed 24 hours.

Clubs shall notify the League and the NHLPA of the introduction of any enhanced health and safety measures.

6. COMPLIANCE AND GOVERNANCE

Adherence to the provisions in this Protocol will be important both during the Offseason, Training Camp and throughout the upcoming 2022/23 NHL Season for the purpose, most importantly, of maintaining the health and safety of Players and Club personnel, as well as to maintain the integrity of competition among the Clubs. Established violations of, and/or lack of compliance with, the COVID-19 Protocol will result in significant Club and individual sanctions, including potential forfeiture of games, fines and reimbursements of expenses, loss of draft choices, and/or ineligibility for participation in Club Activities. The NHL, NHLPA and Clubs reserve their rights with respect to further discipline that may be imposed in response to violations and/or non-compliance. Concerns regarding compliance with the COVID-19 Protocol requirements shall be reported to Bill Daly or Julie Grand. Players may also contact their NHLPA Divisional Player Representatives if they have concerns regarding compliance with the provisions of this Protocol.

7. CIRCUMSTANCES FOR POSTPONEMENT, DELAY, OR CANCELLATION OF TRAINING CAMP AND/OR THE NHL SEASON

If, at any time either before the commencement of, or during, the 2022/23 NHL Season (including Training Camp), either the NHL or the NHLPA believes that conditions, in which the commencement or continuation of Training Camp or the NHL Season would likely create or exacerbate a material risk to Players' or others' health and safety and/or jeopardize the integrity of the competition anticipated during the 2022/23 Season, are imminent or may have emerged, which conditions may include an uncontrolled outbreak of COVID-19 in the Players of one or more Clubs, that party shall immediately notify the other of its belief, following which the parties shall jointly consult with the NHL Chief Medical Officer, the NHLPA Chief Medical Consultant, participating Players, General Managers, and such infectious diseases experts as they may consider advisable. Thereafter, the Commissioner (or a person designated by him) shall make a determination after consultation with the Executive Director of the NHLPA (or a person designated by him), whether to postpone, delay, move or cancel Training Camp or the NHL Season, or a portion thereof. The basis upon which the Commissioner is to make his determination, to postpone, delay, move, or cancel Training Camp or the NHL Season, shall be whether the commencement or continuation of Club Activities, including the playing of League Games, would likely create or exacerbate a material risk to Players' or others' health and safety and/or jeopardize the integrity of the League's competition. If the NHLPA is dissatisfied with the determination of the Commissioner, it may contest the matter in the form of an expedited arbitration of a Grievance before the Impartial Arbitrator pursuant to Section 17.17 of the Collective Bargaining Agreement.