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**Letter of Agreement
Novel Coronavirus (COVID-19)**

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This agreement is between the Oregon Homecare Commission (Employer) and the SEIU Local 503, OPEU (Union).

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Purpose of the Agreement:

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Novel Coronavirus disease (COVID-19) is a respiratory illness that can spread from person to person. Healthcare workers are at a higher risk of exposure and infection with COVID-19. As the parties share a mutual interest in assuring the health and safety of consumer, families, workers and the community and as healthcare workers are on the front lines in the delivery of essential health services to consumers in need, the decisions of the employer of record should be guided by the Centers for Disease Control and other public health agencies. In addition, the Parties wish to work together to take reasonable steps to protect consumer, families and workers from unnecessary exposure to communicable diseases including COVID-19.

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Supporting Consumers and Workers; mitigating risk

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Case manager will be able to authorize flexibility in Care Plan so that work that must been done outside the home, such as an IADL, can be done without the consumer present to mitigate exposure risk.

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Local offices will be allowed to prior-authorize short term overtime tied to a consumer's needs not being met because of work force shortages ~~de~~ due to COVID-19. This includes unavailability of other workers who typically provide services and supports to the individual.

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Allow Case Managers to provide additional hours authorization via secure email instead of waiting for a new voucher to be issued. This email will serve as prior authorization.

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Workers will be able to email their vouchers, via secure email, to avoid further potential exposure and the offices of Case Management Entities.

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Waive the requirement of consumer signature on a timesheet (one-time occurrence) if the consumer or worker have, have been exposed to or show symptoms of COVID-19 and either are self-isolating or in quarantine. This is specific to COVID – 19 only.

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PPE is in high demand and there is a shortage statewide. The Employer will waive the twenty (20) day waiting window for PPE requests at local Case Management Entities and will continue to work to procure more supplies. PPE will be made available to HCWs/PSWs as it is available.

1 **Lost hours**

2 No homecare or personal support worker will lose their provider number for missing
3 work due to having contracted or been exposed to COVID-19. The homecare or personal
4 support worker must notify the local office or case management entity if they are unable
5 to continue working because of exposure or contraction of the COVID – 19.

6 In an instance where a worker missed work or lost payment because of COVID-19, Case
7 Managers will complete a form confirming hours were missed due to ~~Covid~~ COVID - 19.

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9 **Communication between the Employer and Employees:**

10 The employer will communicate updated policies to both the union and to workers as
11 they are developed and distributed.

12 A Good Faith effort will be made by DHS, to provide Nnotification of updates that come
13 from the Centers for Disease Control (CDC), the Oregon Health Authority (~~DSHS~~ OHA)
14 or any other local, state or federal agency ~~will be provided~~ to workers promptly;
15 ~~preferably with acknowledgement receipts.~~

16 Communication to workers of any potential risk by from consumers or other employees
17 is required when known by the Case Management Entity. This notification will only
18 indicate that the HCW/PSW is at risk and will not contain any Personal Health
19 Information for the person that may be the reason for the notification.

20 Workers are encouraged to provide notice to their Case Management Entity if they
21 believe they have potentially been exposed to the virus, without any negative
22 repercussions to their employment or benefits.

23 The Employer will provide to the Union the number of home care and personal support
24 workers who have been exposed as well as the number placed on paid leave once per
25 payment cycle on a daily based (as applicable).

26 This Letter of Agreement covers all sub-contracted employees.

27 The Parties will comply with all rules, regulations and recommendations by local, state and
28 federal agencies.

29 This LOA will sunset when the COVID – 19 State of Emergency Declaration is lifted by the
30 Governor of the State of Oregon.

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32 For the Employer:

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Date

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5 For the Union:



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3/17/20_____

7 Melissa Unger, Executive Director

Date

8 SEIU, Local 503, OPEU