



From the desk of

*Laurie Monnes Anderson*

## VOTE YES ON SB 949A

Protecting Choice for Consumers and Workers

Senate Bill 949A would clarify current law; making it clear that home care workers and their consumers should not be bound by non compete clauses, which trap workers in low wage work and restrict consumer choice in long term care services. Home Care Agencies across the state are currently require their home care workers, and sometimes even their clients/consumers to sign these statements.

There have been examples of threats of legal action when a home care worker, or consumer, decide to move their services from one agency to another service provider, often keeping the worker and consumer trapped. To paint a picture: Imagine you make \$10.80 an hour with no benefits to care for an individual in their home, who would otherwise be a medicaid client in a nursing home, which costs the state much more. Your client finds a better option for receiving services and would like to switch to another service provider. It is at the moment of moving services to another service provider that the worker, and/or consumer, is slapped with a cease and desist order, signed by a legal entity representing the agency you work for.

The chances of someone who makes \$10.80 an hour understanding the nuances of non compete clauses are slim. Receiving a cease and desist order would be very scary. The only recourse a person might feel they have in this situation, is to get a lawyer, and that is completely out of reach for workers and consumers alike.

This puts the workers in a trap of a low wage job, and prevents a consumer from actually being able to exercise choice in from whom and from where, they receive their services.

This bill, SB 949A makes the law clear that home care workers and those working with them, are not bound by non-compete clauses, or covenants, as they restrict choice and keep workers in poverty wage jobs. It is a widely known secret that many agencies use these non-compete clauses to keep workers and consumers from leaving for other options that may work better for them. To prevent legal intimidation we've seen in the industry, we want to make it clear that using cease and desist letters or getting people to sign a statement would be a violation of the law.

Please vote yes on SB 949A



[www.synergyhomecare.com](http://www.synergyhomecare.com)

May 14, 2015

Paula Likes  
637 SE 190<sup>th</sup> Ave  
Portland, Oregon 97233

RE: Moser Services, Inc., dba SYNERGY HomeCare

Dear Paula:

It has come to our attention that you are provide in-home caregiving services to our client, Mr. Wedemeyer. This letter is served upon you wherein demand is made to cease and desist your solicitation of clients of SYNERGY HomeCare.

You signed an employment agreement with Synergy at the time of your commencement of employment which contained a non-competition provision. This agreement is attached to this letter. You terminated your employment, with no notice, on April, SYNERGY has learned from our own admission on April 30, 2015 that you would begin caring for Mr. Wedemeyer on May 1, 2015. This action will be a direct breach and violation of your agreement not-to-compete with Synergy.

The provisions of your employment agreement were carefully drafted to provide that you not compete for a period of twelve (12) months by providing similar services for any client of Synergy. More specifically, the employment agreement provides that:

In consideration for the services provided above, I agree that I will not directly solicit or seek employment from any individual or any contact associated with or referred by same, with whom Synergy HomeCare presents my resume to and/or arranges an interview with, and /or places me on assignment with, now or at any time during the twelve (12) months following my resume presentation, interview or assignment. I understand if I do solicit and accept employment with any potential employers in which Synergy HomeCare has presented my resume to within twelve (12) months and do accept employment as either a permanent, contract or temporary position, an employment fee will be collected from me.

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