

Special one-time provision related to the COVID-19 pandemic

(a) An essential employee who contracts COVID-19 has an occupational injury arising out of and in the course of employment if the employee satisfies the requirements of clauses (1) and (2) and (3), and is diagnosed between March 1, 2020 and January 15, 2021.

(1) A worker is an essential employee if the worker was employed as a police officer as defined in 21 VSA sec. 601(11)(A); a firefighter as defined in sec. 601(11)(B); paramedic; nurse or health care worker, correctional officer, or security counselor employed by the state or a political subdivision at a corrections, detention, or secure treatment facility; emergency medical technician; a health care provider, nurse, or assistive employee employed in a health care, home care, or long-term care setting, with direct COVID-19 patient care or ancillary work in COVID-19 patient units; and workers required to provide child care to first responders and health care workers under Executive Order xxxxx; or works in a store providing groceries or other necessary items.

(2) The employee's contraction of COVID-19 must be confirmed by a positive laboratory test or, if a laboratory test was not available for the employee, as diagnosed and documented by the employee's licensed physician, licensed physician's assistant, or licensed advanced practice registered nurse (APRN), based on the employee's symptoms. A copy of the positive laboratory test or the written documentation of the physician's, physician assistant's, or APRN's diagnosis shall be provided to the employer or insurer.

(3) The worker demonstrates that it is more probable than not that contact with a COVID positive person while working is the most likely source of their COVID-19 diagnosis.

(4) Once the employee has satisfied the requirements of clauses (1) and (2) and (3), the burden shall shift to the employer or workers' compensation insurer to demonstrate that the employment was not a direct cause of the disease.

(5) The date of injury for an employee who has contracted COVID-19 under this paragraph shall be the date that the employee was unable to work due to a diagnosis of COVID-19, or due to symptoms that were later diagnosed as COVID-19, whichever occurred first.

(6) An employee who has contracted COVID-19 but who is not an essential employee is not precluded from claiming that COVID-19 was contracted due to exposure while working and is a personal injury by accident arising out of and in the course of employment.

This provision shall expire on January 15, 2021 unless extended by the Legislature.