

**AMENDMENT - Employer Agreement  
Temporary Services due to COVID-Crisis**

As the Employer of Record (EOR)...

- I understand this agreement covers the COVID-19 State of Public Health Emergency period as proclaimed by the Governor of Alabama, but no later than 7/1/20.
- I understand that under normal circumstances I cannot employ the spouse, parent, stepparent or child of the waiver beneficiary receiving self-directed services.
- I understand as the Employer of Record (EOR), I can not be a paid employee.
- I understand during this period, I can employ the spouse, parent, step-parent or child of the waiver beneficiary receiving self-directed services when a paid worker, who would normally provide the service, is unable to do so at any point during the period for which this agreement is effective.
- If the above requirements are met, this service shall not supplant natural supports provided by the natural caregiver(s) or relative(s) living in the same residence with the person.
- I understand during this timeframe when natural caregiver(s)/relative(s) living in the same home as the participant temporarily authorized to render Waiver services via self-direction, DDD will suspend routine employee screening (e.g., TB, background checks, drug screens) of immediate family members, if the services authorized in this regard are required to cover gaps in care resulting from issues related to the COVID-19 pandemic.
- I understand that the quantity and frequency of services should not change during this COVID-19 time frame, unless there is substantiated evidence of critical need.
- I understand that a person living in my home at least five days will not be entitled to overtime pay (RE: Federal Live-In exemption).
- I understand Self-directed Personal Care and/or Companion services will be the only services where over-time can be applied.
- I understand that no employee should work over 16 hours in one day or 40 hours in on week without prior authorization and only in situations where there is a risk to the health and welfare of the waiver recipient. I understand under normal circumstances, I will be allowed to use budget savings for overtime pay in certain circumstances. I understand I will be responsible for payment of services resulting in unauthorized overtime when there are no budgetary savings available to cover this cost. I understand that 'authorized' overtime may be approved only as the need for such overtime relates to the COVID-19 crisis.
- I understand that an employee living in the home at least five days in a week will not be entitled to overtime payment. (Refer to the federal guidelines for Live In workers)
- I understand Personal Care hours must be utilized during wake hours according to the Plan of Care and Companion services can be used both day and night. I understand weekly time sheets must be kept separately for Personal Care and Companion Services.

- I understand additional Personal Care hours may be approved during the COVID-19 crisis if my family member received day habilitation services and those services are not available. To request additional or changes in services, I should contact my assigned Support Coordinator.
- I understand to request the suspension of requirements listed above or request any changes to my family member's Plan of Care, I must contact the assigned Support Coordination.
- I understand after this period, I will be given the opportunity to continue the self-directed program for services not duplicated in traditional waiver services. If I choose to return to services through a provider agency for personal care, companion, respite, etc., self-directed services will end.
- I understand the case manager and the Self-directed Employer of Record will be responsible to review and substantiate a need and capacity to increase services to effectively address emergent health, safety and welfare-related needs of program participants during the COVID-19 pandemic. The DDD does expect emergency modifications to a participant's person-centered plan to be both reasonable and necessary and will be performing retrospective reviews to assure that fraud, waste and program abuse does not occur as a result of this emergency response measure.

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Waiver Recipient

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Date Signed

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Employer of Record Signature

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Date Signed