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Sample Temporary Work from Home Agreement

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Patient Privacy and Security Resource: Sample Temporary Work from Home Agreement

Employee Name: _____ Job

Title: _____

Employee ID #: _____

Department: _____ Supervisor: _____

Effective Date: _____ Expire Date: _____

During unforeseen or uncontrollable circumstances such as natural disaster, unforeseen work site unavailability, or pandemic, [ORGANIZATION NAME] recognizes that for business continuity and the safety of its employees, employees with non-direct patient care duties may be required to work from home. This allowance of remote work is for a limited time as indicated above (not to exceed 30 days).

This Work from Home Agreement is voluntarily entered into between you and [ORGANIZATION NAME] for the purpose of allowing you to work from your home to the best of your abilities while setting out [ORGANIZATION NAME's] expectations of you to maintain maximum productivity and professionalism in your work.

You must understand that working from home is a privilege, and [ORGANIZATION NAME] reserves the right to end this relationship at any time based on its operational needs or in its discretion.

YOUR STATUS: You remain employed at the will of [ORGANIZATION NAME]. Nothing in this Agreement alters or in any way changes your status as an at-will employee. The only change in your status is that you will work primarily from your home, not from [ORGANIZATION NAME], while this Agreement is in effect. At all times you remain subject to the same policies, procedures, and Standards of Conduct as all other [ORGANIZATION NAME] employees.

YOUR DUTIES: You agree to perform to the best of your abilities and to devote all such time as necessary to perform all duties set out in your position's job description just as you would if you were working at [ORGANIZATION NAME]. You will also perform to the best of your abilities any other duties asked of you by your supervisor.

COMMUNICATIONS: As set out above, for this Agreement to work, it is imperative that communications between you and your supervisors remain strong and effective. For this reason, you agree to the following:

- You understand that effective communication and satisfactory completion of stated objectives are keys to successful telecommuting or working from home.
- You will contact your Supervisor at least once per workday, either via email or telephone, as directed by your supervisor. It will be grounds for canceling this Agreement if you fail to communicate effectively and timely with your department in your supervisor's determination.
- You can live/office no further than one hour from your normal home facility. If there is an electronic failure or if we need you here at the regional office, you must be no more than one hour from the facility.

HOURS OF WORK/COMPENSATION: You agree that, among other things, you are responsible for establishing clear and certain working hours with your department. Currently the hours you are assigned to work are from _____ a.m. or p.m. to _____ a.m. or p.m. on scheduled days. Effective date: _____ [please circle a.m. or p.m. when noting time]

It is important that you work during [ORGANIZATION NAME's] core business hours. Thus, it is not acceptable under this Agreement to complete your hours randomly or at odd times of the night. You will not be compensated under any Shift Differential unless your primary hours set out above are evening or night shift hours according to [ORGANIZATION NAME] policy. If you alter your hours to complete your work at night, you will not be paid a differential.

You agree to observe Federal Wage and Hour provisions as they apply:

- No overtime will be worked unless approved in advance by your supervisor or Department Head.
- Based on an agreement with your supervisor, you may submit time by manually entering clockings into Time and Attendance OR use the approved Time Sheet to keep up with your time. You must still comply with all [ORGANIZATION NAME] Standards and Policies, knowing that you are provided with one 30-minute lunch period (unpaid) during which work is not to be performed, and two 15-minute breaks which are paid.
- You will certify each week that you have worked all time reported, that you are not claiming time not worked, and that no one from [ORGANIZATION NAME] asked you to work off the clock.
- You will be working on the honor system under this Agreement. Therefore, for any time that you are not working and pursuing personal endeavors, you promise not to claim as time worked and to so note this on your time sheets each week.
- You agree that travel between the home or remote work location and the primary worksite shall not be reimbursed. If called to any meetings or to work at [ORGANIZATION NAME], you agree to comply with any such directive and understand that travel time or mileage will not be paid.

SAFE WORKSITE/ERGONOMICS: You agree that your work area will be safe and ergonomically acceptable. You agree to perform a safety analysis of your work site and office ergonomics and certify that your working conditions are safe and pose no ascertainable harm to you or to [ORGANIZATION NAME] equipment. If injured at home doing [ORGANIZATION NAME] business under this Agreement, you agree to report any such injury to the [ORGANIZATION NAME] Director of Employee Health immediately. You also agree to provide access to your work site by any agent of [ORGANIZATION NAME] to conduct post-accident or other investigations.

USE OF [ORGANIZATION NAME] EQUIPMENT: If required, you will be provided with certain equipment and supplies from [ORGANIZATION NAME] to enable you to work from home. A list of that equipment and serial

numbers should be listed on the Temporary Remote Work approval form. You agree to treat this as you would any [ORGANIZATION NAME] property and are responsible for any damage that results to it from your negligence or improper operation. You agree not to use any [ORGANIZATION NAME] equipment for personal or private purposes, nor to allow family members or friends access to that equipment. The [ORGANIZATION NAME] Policy on Confidentiality applies strictly to any equipment or reports or documents in your home. You understand [ORGANIZATION NAME] may pursue recovery for any [ORGANIZATION NAME] property that is deliberately or negligently damaged or destroyed while in your care, custody and control. You shall promptly return all [ORGANIZATION NAME] equipment and data documents when requested by your supervisor. You also agree to follow all software licensing provisions agreed to by [ORGANIZATION NAME]. You agree to notify your supervisor promptly when you are unable to perform work assignments due to equipment failure, loss of power, or other circumstances.

If [ORGANIZATION NAME] property is not returned or not returned in proper working condition, the employee will owe [ORGANIZATION NAME] the replacement cost for the item(s).

INSURANCE: You agree to carry insurance in an amount sufficient to cover any loss of [ORGANIZATION NAME] property or equipment or for injuries to any invitees to your home. You agree not to conduct any meetings for business reasons at your home for reasons of insurance. If you do conduct any such meetings and if any such person is injured, you understand that you will be liable for any such injuries and will defend and hold [ORGANIZATION NAME] harmless for any such injuries or damages.

CONFIDENTIALITY: Patient and hospital confidentiality is paramount. You remain bound by all [ORGANIZATION NAME] Policies and Guidelines regarding Confidentiality and must remain vigilant to protect Confidentiality in your home. No guests or family members can see or read contents of any record or document relating to your work. Computer screens must be hidden from others' view should you be working on [ORGANIZATION NAME] matters. You may not make or keep unauthorized copies of any [ORGANIZATION NAME] or patient records or documents in any form without express approval.

Violation of [ORGANIZATION NAME] Confidentiality Policies or this Confidentiality Agreement is grounds for canceling this Agreement and for termination of employment.

PROFESSIONALISM/CARING FOR DEPENDENTS: You fully understand and agree that telecommuting is not a substitute for child or dependent care and that other arrangements are necessary for regular dependent care. It will not be acceptable and will constitute grounds for immediate termination of this Agreement if it is discovered that you are using your compensable time at home to care for children or dependents or if other purely personal or domestic duties interfere with the primary purpose of your work for [ORGANIZATION NAME].

I have read and understand the terms of this Work at Home Agreement and agree to the duties, obligations, responsibilities, and conditions described in the policy.

Employee Signature: _____ Date: _____

Supervisor Signature: _____ Date: _____

[Department of record retains original document and submits photocopy to Human Resources.]

For Human Resources Use Only

Date received in HR: _____ FLSA Status: Exempt or Non-exempt [circle one]

FTE: _____

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