

# SAMPLE

## Telecommute Agreement

This agreement specifies the conditions applicable to an arrangement for performing work at an alternate work site on a regular basis. The telecommuting agreement begins on **(DATE)** and will continue until **(DATE)**. It can be withdrawn with **(number)** days written notice by either party. The employee, supervisor and department head agree that the following apply:

### 1. Policies and Procedures

The employee's duties, obligations, responsibilities and conditions of employment with [facility name] remain unchanged except those obligations and responsibilities specifically addressed in this agreement. Job responsibilities, standards of performance and performance appraisals remain the same as when working on-site.

Requests to use vacation, holidays, or personal leave must be approved by the manager, and sick leave reported to the manager, in the same manner as when working on-site.

Compensation and benefits will not change as a result of the telecommuting arrangement.

### 2. Work Hours

Days and hours when the employee will normally work at the alternate work site are [days and hours]. The employee agrees to remain accessible during designated work hours, and understands that management retains the right to modify this agreement on a temporary basis as a result of business necessity. During the approved hours of work when the employee will be telecommuting, the employee shall not be the primary caregiver of any children, adults or elders.

Employee will be responsible for providing information required for [facility name] attendance and timekeeping processes. Non-exempt employees will be required to email their hours to the manager on a weekly basis. Hours worked in excess of scheduled work hours will require advance approval of the manager.

### 3. Duties and Responsibilities

Duties and assignments authorized to be performed at this alternate work site are (list duties).

The supervisor reserves the right to assign work as necessary at any work site. Issues related to individual tax deductions for the designated workspace in the employee's home shall be the responsibility of the employee.

### 4. Communication

Employee agrees to be accessible (by telephone, e-mail, fax, or pager) and communicate with the manager, work group, other staff, and any other individuals with whom you have contact in the course of a work day.

5. Home Office

Employee's home office must be a separate, designated work area. I have read [facility name] checklist for Home Office Safety and agree that my home office space is in compliance with those guidelines.

Employee must ensure that the home office environment aides in meeting the job responsibilities in the same professional manner as when on-site; responsible for establishing work practices that make the telecommuting arrangement transparent in business dealings. Employee is responsible for providing furniture for their home office.

6. Equipment and Maintenance

Regarding space and equipment purchase, set-up, and maintenance, the following is agreed upon:

[PURCHASE, SET-UP, MAINTENANCE, PROVISION OF SUPPLIES, INSURANCE ARRANGEMENTS, ETC., FOR EACH PIECE OF EQUIPMENT, FURNITURE, PHONES, ETC.]

The employee agrees to use [facility name] owned equipment, records, and materials for purposes of cancer registry business only, and to protect them against unauthorized or accidental access, use, modification, destruction, or disclosure. The employee agrees to report to the supervisor instances of loss, damage, or unauthorized access at the earliest reasonable opportunity. The employee understands that all equipment, records, and materials provided by [facility name] shall remain the property of [facility name].

Equipment, when provided by the facility for use at the employee's home office, will be returned to [facility name] within X days should this telecommuting agreement be terminated.

[Facility name] will provide for repairs to hospital equipment when damage to that equipment is incurred by an employee during the course and scope of their job duties and during the employee's work hours. When the employee uses personal equipment, software, data, supplies and furniture, the employee is responsible for maintenance and repair of these items unless other arrangements have been made in advance and in writing with the supervisor.

7. Confidentiality

Employee agrees to keep confidential any and all [facility name] information and will comply with all existing [facility name] confidentiality requirements. Employee will allow no other person to use the [facility name] equipment, materials or access any [facility name] related information. **In the interest of HIPPA compliance, employee will not print any patient information at home.**

8. Injuries and Insurance

[Facility Name] will be responsible for any work-related injuries under state Workers' Compensation laws, but this liability is limited to injuries resulting directly from work and only if the injury occurs in the designated home office. All injuries must be reported to [facility name] immediately.

I hereby affirm by my signature that I have read this Telecommuting Agreement, and understand and agree to all of its provisions. I understand that if, at any time, I fail to comply with the terms set forth in these documents, I may be removed from the program.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director's Signature

\_\_\_\_\_  
Date