

# HCA Telework Agreement

## Employee Information

Employee Name	Personnel #
Title	Division
Employee Home Phone	Work Phone
Supervisor	Supervisor Phone

I, \_\_\_\_\_ understand that this agreement covers the terms and conditions of my telework arrangement and does not alter any other terms and conditions of my employment. I understand I am required to abide by all agency policies and procedures while conducting HCA business at my telework site. In particular, I will ensure all HCA information that should be confidential will be stored in a manner that will prevent non-authorized persons from viewing or accessing the information.

### Data, Equipment, Software, and Supplies

I agree to use data, equipment, software, and supplies provided by HCA solely to fulfill my responsibilities as an employee of HCA. I understand that I am solely and exclusively authorized to use this equipment for official state business as specified in [RCW 42.52.160](#). I understand the Ethics in State Government rules outlined in [Chapter 42.52 RCW](#) also apply to HCA-provided hardware, software, and/or data that I may use with **personally** owned computer equipment in my telework environment. I agree to adhere to all manufacturer's licensing agreements, including but not limited to the prohibition of unauthorized duplication.

I agree to protect HCA information and data against loss, damage, or misuse in accordance with [HCA Administrative Policies 6-03, Use of Information Technology Assets, 6-16, Information Security Policy and Standards](#), and all other applicable HCA rules and policies, and will sign and adhere to all conditions in HCA's Remote Access agreement. HCA reserves the right to access telework electronic communications and computer files at any time and for any reason, including but not limited to investigations into allegations of misconduct, fraud or other wrongdoing; for technical maintenance purposes; to assure system security; to monitor production and/or performance; and to comply with HCA policy and/or legal requirements.

I understand that equipment and software purchased by HCA shall remain the property of HCA and is only on loan to me during the time it is issued to me. I agree to reimburse HCA for any damages or loss of state owned property, except for normal wear and tear. HCA does not assume liability for loss, damage, or depreciation of employee-owned equipment and/or furniture. HCA will not provide troubleshooting or maintenance of employee-owned equipment and/or furniture. I understand that HCA is not responsible for telephone, data lines (internet), or utility expenses, or for installation, monthly charges, or costs incurred by me in connection with this agreement.

I agree to obtain all supplies needed for teleworking from HCA and understand that I will not be reimbursed for any out-of-pocket expenses for supplies that I choose to purchase to complete my work for HCA, unless arrangements have been agreed upon with my supervisor prior to purchase.

I will inform my supervisor in a timely manner of any equipment or software failures that occur while teleworking. I will not attempt to alter or modify any computer hardware or software, unless I have explicit permission from HCA Enterprise Technology Services (ETS) staff or the activity is part of my official job responsibilities. HCA will provide or arrange for maintenance and/or replacement of Agency agency owned equipment. I understand that I am required to return to my primary worksiteofficial duty station or use leave in the event my remote telework site becomes inoperable or I am no longer capable of teleworking.

## HCA Rules and Policies

I understand that I must comply with all current HCA rules, policies, and work instructions regardless of my physical work location. To prevent unauthorized access or disclosure, I agree to appropriately secure protected health information (PHI) and other HCA assets. For example, I will not allow unauthorized access to my laptop or leave it in a vehicle. I agree to follow HCA confidentiality and non-disclosure requirements. I understand that PHI is only allowed to be removed from HCA office buildings on HCA-owned laptops or HCA-owned and approved removable media, and I will not remove hard copies of PHI from HCA or create hard copies of PHI while away from HCA. In accordance with [HCA Administrative Procedure 10-02-01, Breach Notification](#), I agree to report any incidents involving possible breaches to the Privacy Officer without delay, usually within one business day of discovery, and without waiting to determine whether the incident was in fact a breach.

I understand that records I create, retain, or use in the course of conducting HCA business are public records regardless of my physical work location, and are subject to the Public Records Act in [chapter 42.56 RCW](#) and [HCA Administrative Policies 1-05, Responding to Public Disclosure Requests](#), and [1-20, Records Management](#).

## Teleworking Environment

HCA maintains the same level of concern for employee performance, health, safety and welfare regardless of the work location. I agree to designate an ergonomically correct workspace within my remote location for placement and installation of equipment to be used while teleworking. I shall maintain this workspace in a safe condition, free from hazards and other dangers to equipment and myself. The site chosen as my remote telework location must be free from non-work related distractions during my scheduled work time. As such, I understand that I am responsible for meeting all attendance and performance expectations while teleworking. I understand that caring for others does not preclude me from teleworking, although HCA reserves the right to revisit or withdraw approval to telework if I am not able to effectively perform my assigned work. I understand that my telework space is to be considered an extension of my primary HCA work site.

I understand that I am responsible for adhering to my supervisor's expectations while teleworking, which may include use of my camera and appropriate attire while attending virtual meetings, as requested or required.

I understand I am responsible for investigating, determining, and complying with any relevant zoning laws, necessary permits or zoning variances required for working from my identified remote location.

I understand that I am responsible for returning all HCA-issued equipment, software, data, or supplies upon my departure from employment with HCA, or when required by my Appointing Authority. In the event legal action is necessary to regain possession of HCA equipment, software, data, or supplies, I agree to pay all costs incurred by HCA, including attorneys' fees, should HCA prevail.

I agree to follow the HCA's procedures for reporting work-related injuries.

## Review of Agreement

This agreement is effective \_\_\_\_\_ and will remain in effect until revoked or superseded. This agreement must be reviewed annually and may be changed or terminated at any time.

I understand that I must maintain an appropriate level of performance to my employer's satisfaction while under the terms of this agreement. I also understand that any significant staffing, personnel, operational, or performance issues that arise during the terms of this agreement, and which cannot be managed successfully while working remotely, may be grounds for terminating the telework agreement. The parties are encouraged to resolve issues and make any necessary modifications to this agreement as they arise. HCA will work collaboratively to resolve any such issues; however, HCA reserves the right to terminate this agreement at any time, with appropriate notice as required by HCA policy, civil service rules, or the Collective Bargaining Agreement.

## Conditions for Teleworking

My typical telework location will be as follows:

Street Address

City

State

Zip

Phone:

## Work Schedule

I will work remotely on the following schedule, as agreed upon with my supervisor:

**Ad Hoc/As Needed:** I will work remotely less than one day every two weeks or as necessary to most effectively complete the duties and responsibilities of my position. I understand I will need to follow my supervisor's expectations for requesting authorization to telework on a case-by-case basis.

**Fixed Schedule:** I will telework \_\_\_\_\_ hours per week/every two weeks during the timeframes listed in my current **Work Schedule Shift Change Notice**. I will notify my supervisor by phone or email should I be unavailable during my scheduled hours. I will adhere to normal procedures for requesting/reporting leave.

On site Work	Monday	Tuesday	Wednesday	Thursday	Friday
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Week 1

Week 2 (9/80 only)

Off site Work
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Week 1

Week 2 (9/80 only)

## Assigned Workstation

I understand that if I have requested to telework more than I will be in office, I have no expectation to be assigned a permanent work station at the HCA office. Instead, I understand I will have access to a touch-down workstation on the days I report to the physical HCA location.

## Schedule Changes

I understand that any permanent change to my normal work hours must be approved in advance by my supervisor through my completion of an updated **Work Schedule/Shift Change Notice**, which must accompany this agreement if my normal work schedule is changing.

## Approval for HCA technology equipment and/or information systems to be accessed:

Yes (Complete Remote Access Agreement only if requesting NEW remote access)

No

## Work Assignments

While working remotely, I will:

- Use my assigned *Scan Plus* card number, state-issued cell phone, or other agency-issued telephone capabilities when placing outgoing long distance calls while I am conducting HCA business.
- Access my voice mail and email frequently to check for messages.
- Adhere to travel protocol and reimbursement procedures as set forth by the state, Office of Financial Management, Department of Enterprise Services, and HCA (HCA Policies and Procedures, Chapter 04 – Travel). All travel arrangements must be pre-approved by my supervisor prior to finalizing travel plans.
- Maintain a work environment that is conducive to professional business interactions and free from distractions; as such, I understand that I am responsible for meeting all performance and attendance requirements while teleworking.
- Be accountable for my time and be actively conducting state business during my scheduled work time.
- Notify my supervisor in advance, or as soon as practical, if my telework location changes.
- Comply with all HCA rules, policies, work instruction, directives, and other terms identified in this agreement.

I understand that failure to adhere to the terms set forth in the agreement may result in termination of this agreement and/or disciplinary action.

By the signatures below the employee and employer acknowledge that they have discussed, clearly understand, and agree to the terms described in this Telework Agreement.

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

Supervisor Signature \_\_\_\_\_ Date \_\_\_\_\_

Appointing Authority Signature \_\_\_\_\_ Date \_\_\_\_\_

**Distribution:**

HCA Human Resources (MS: 42698 or [HRMB@hca.wa.gov](mailto:HRMB@hca.wa.gov))

Supervisor

Employee