

<b>Chapter:</b>	<b>Human Resources</b>		
<b>Title:</b>	<b>Remote Employee Procedure and Agreement</b>		
<b>Policy:</b> <input type="checkbox"/>	<b>Review Cycle:</b> Biennial	<b>Adopted Date:</b> 10.06.2014	<b>Related Policies:</b> Personnel Manual
<b>Procedure:</b> <input checked="" type="checkbox"/>	<b>Author:</b> Deputy Director	<b>Review Date:</b> 07.11.2023	
<b>Page:</b> 1 of 5			

**Purpose**

Mid-State Health Network (MSHN) considers employment at a remote location to be a viable alternative work arrangement in cases where the business interests, employee health and safety, job requirements, individual employee preferences, organizational and team functioning and dynamics, as well as supervisor performance requirements are best suited to such an arrangement. Remote employment allows an employee to work at home, on the road, or in a satellite location for all or part of their regular work week. Remote employment is a voluntary work alternative that may be appropriate for some employees and some positions. Remote work or hybrid work arrangements are not an entitlement and are not a MSHN-wide benefit; and it in no way changes the terms and conditions of employment with MSHN. Remote work arrangements are not allowed where ongoing child/elder care, personal care of others, home schooling, or other personal/familial arrangements require the substantial attention of the MSHN employee during scheduled working hours. Employees approved for remote or hybrid work arrangements are expected to be engaged in executing their job duties during scheduled work hours similar to in-office expectations unless other arrangements are made and approved by the employee’s supervisor in advance. MSHN recognizes that some circumstances are unavoidable and will continue to work with individual employees to flex schedules, accommodate individual circumstances, or to otherwise achieve mutually agreeable arrangements whenever possible.

**Procedure**

1. The supervisor, Deputy Director and/or Chief Executive Officer will determine if remote, hybrid, office/field-based or other work arrangements are a suitable means for accomplishing specific job requirements.
  - a. For new employees, remote work arrangements may be made on a trial basis for the first three months of employment.
  - b. Only employees whose positions meet the exemption guidelines from the overtime requirements of the Fair Labor Standards Act will be allowed to hybrid/remote arrangements unless health, safety or other considerations preclude these criteria.
  - c. Short term (less than six days), project based, or ad hoc remote work authorizations do not require that a remote agreement be executed.
  - d. Before entering into any remote employment agreement, the employee and supervisor will evaluate the suitability of such an arrangement paying particular attention to the following areas:
    - i. Employee Suitability: The employee and supervisor will assess the needs and work habits of the employee, compared to traits customarily recognized as appropriate for successful remote employees.
    - ii. Job Responsibilities: The employee and supervisor will discuss the job responsibilities and determine if the job is appropriate for a telecommuting arrangement.
    - iii. Standard office furnishings and standard office supply/equipment needs;
    - iv. Available and business-appropriate remote work setting.
    - v. State and local government restrictions. Responsibility for fulfilling all obligations in this area rests solely with the employee.

2. If approved for remote work, employees are required to designate a primary/official remote work location. If/when this remote location changes, however briefly, the employee must notify the supervisor. The employer is to know where its staff are located during working hours. Due to the risk of exploitation and/or exposure of protected health information, locations outside of approved remote work locations, such as vacation destinations, are not secure locations for accessing protected health information or transacting secure MSHN business. While not prohibited, work from such locations is discouraged. Questions on appropriateness of location or work arrangements while away should be discussed with the supervisor.
3. Employees approved for remote or hybrid work arrangements must be “in-person capable.” This means that if the employer requires the employee to participate in an in-person event, the employee remains capable of fulfilling that requirement. MSHN will provide reimbursement for customary personal vehicle mileage and travel expenses according to established MSHN policies or procedures. If the employee official work site is not in the state of Michigan, travel and all related costs are at the individual employee’s expense.
4. MSHN will determine, with information supplied by the supervisor and the employee, equipment and supplies that may be needed by the employee to carry out their job duties on a remote basis. Equipment and supply items needed by employees (including hardware, software, printers, faxes, and other equipment; desks, chairs, and cabinets and other furniture, and paper goods such as folders, pads, writing utensils, etc.) for each remote work arrangement are on a case-by-case basis.
  - a. Equipment supplied by MSHN will be maintained by MSHN. Equipment supplied by MSHN is to be used for business purposes only. Use of agency-issued equipment for purposes other than conducting MSHN business is an infraction that could place the employee in conflict with employer policies and therefore subject to disciplinary action. Employees must sign a property receipt form with an inventory of all office property and are required to take all appropriate action to protect the items from damage or theft, just as they would if in an office-based setting. Upon termination of employment, all MSHN property must be returned to MSHN. Failure to return equipment may result in a payroll deduction in the amount of the equipment’s current value.
  - b. Equipment supplied by the employee will be maintained by the employee. MSHN accepts no responsibility for damage or repairs to employee-owned equipment or supplies.
  - c. MSHN will supply the employee with appropriate office supplies (pens, paper, etc.) for successful completion of job responsibilities, including delivery to the official remote work site. MSHN will also reimburse the employee for all other business-related expenses such as phone, printing (and printer supplies for agency-issued printers only), shipping costs, etc. that are reasonably incurred in accordance with job responsibilities. Every effort should be made to print MSHN related documents on office printers versus home printers.
  - d. MSHN reserves the right to make determinations as to appropriate equipment it deploys, subject to change at any time, in the sole discretion of MSHN.
5. Consistent with MSHN’s expectations of information security for employees working at the office, remote employees will be expected to ensure the protection of MSHN and consumer/client information accessible from their remote work location. Employees are required to abide by and follow all MSHN policies and procedures, laws, rules and regulations.
  - a. Employee will secure from unauthorized viewing and/or access, all materials containing protected health information and/or protected financial/employee information.
  - b. Employee will view or use protected health information (PHI) only as it relates to their job duties and licensing. Home security steps include, but are not limited to, use of locked file cabinets and desks, regular password maintenance, locking/logging out of laptop when not in use, protecting screens from unauthorized viewing, and any other steps appropriate for the job and the environment where work is occurring.

6. The employee will establish an appropriate work environment within their home for work purposes. MSHN will not be responsible for structural costs associated with setup or maintenance of the employee's home office (such as but not limited to remodeling costs, nor for repairs or modifications to the home office space).
  - a. Employees will be offered appropriate assistance in setting up a workstation designed for safe, comfortable work.
  - b. MSHN, in its sole discretion, may make desks and chairs within its inventory of furnishings available to the employee for use at the employee's home office.
  - c. MSHN may be responsible for the cost of reasonable accommodation to support employees with disabilities.
7. Injuries sustained by the employee while at their official work site (remote) location and in conjunction with their regular work duties are normally covered by MSHN's workers' compensation policy. Remote employees are responsible for notifying the employer of such injuries in accordance with MSHN's employee injury procedures. Regular care and attention to health and safety issues in the official work site (remote) location are the responsibility of the employee.
8. MSHN makes space available at its office location for official meetings between employees and between employees and MSHN business partners. All official in-person meetings are to take place at MSHN offices or at alternate meeting places approved in advance by the CEO. No MSHN sanctioned in-person meetings are permitted to be held at the employee's home.
9. Periodic review and evaluation of the remote employee's remote work arrangement and related performance will occur as needed, but not less than annually at the time of the employee's performance evaluation.
10. Employees approved for remote work arrangements are expected to be engaged in their work and the work of the employer during scheduled working hours.
  - a. Periodic interaction between the employee and supervisor and/or other MSHN staff, is expected. These expectations should be clarified with the position supervisor.
  - b. Official work communications should be responded to within a reasonable time, as worked out with the supervisor, given the employee's schedule.
  - c. Regular meetings with others, including supervisors, to discuss work progress and problems should occur as if the remote site was office-based.
  - d. Meeting deadline and performance expectations is always MSHN's expectation, but it is especially critical when working remotely. Evaluation of the employee's performance will be consistent with that received by employees working in the office.
11. Employees entering into a remote employment agreement may be required to forfeit use of a personal office or workstation in favor of a shared arrangement to maximize organization office space needs.
12. The availability of remote employment as a flexible work arrangement for employees of MSHN can be discontinued at any time at the discretion of the employer. In non-disciplinary conditions, every effort will be made to provide sixty (60) days' notice of such a change to the employee. There may be business requirements or other circumstances that cannot be foreseen where less notice is possible.
13. The employee and supervisor will agree on the number of days for remote work (or hybrid) arrangement, the work schedule the employee will customarily maintain and the manner and frequency of communication. The employee agrees to be accessible by phone or online within a reasonable time period during the agreed upon work schedule. The specifics for this arrangement are as follows:

Remote Work Arrangements: M-F

From \_\_\_\_\_ to \_\_\_\_\_; total hours: \_\_\_\_\_ per week.

Approved Official Work (Remote) Site:

Address: \_\_\_\_\_, City: \_\_\_\_\_; State \_\_\_\_\_; Zip: \_\_\_\_\_

Phone Number for direct access during workday: \_\_\_\_\_

14. An appropriate level of communication between the remote employee and the supervisor has been agreed to as a part of this agreement. Specific arrangements are as follows:

Minimum Frequency of Employee/Supervisor Interaction:

  
  

General guideline for response time to official work communications:

15. Accountability for and integrity in the use of work time, personal time, paid time off, flex time, or other schedule or availability adjustments is on the honor system. It is expected that all employees will accurately report hours per established agency policies, and to work with their supervisor to make adjustments as individual circumstances require.
16. Abuse or misuse of an approved remote work or hybrid arrangement, including violation of this agreement, may result in loss of the privilege and/or disciplinary action up to and including immediate discharge.

**Applies to**

- All Mid-State Health Network Staff
- Selected MSHN Staff, as follows:
- MSHN’s CMHSP Participants:  Policy Only     Policy and Procedure
- Other: Sub-contract Providers

**Definitions**

MSHN: Mid-State Health Network

**Other Related Materials**

N/A

**References/Legal Authority**

1. Americans with Disabilities Act (ADA)
2. Federal Drug and Alcohol Confidentiality Law (42 CFR, Part 2)
3. Health Insurance Portability and Accountability Act (HIPAA) of 1996 (45 CFR 160 and 164)
4. Mental Health Code (PA 258 of 1974)
5. Medicaid Managed Care Provisions of the Balanced Budget Act (BBA) of 1997
6. Public Health Code (PA 368 of 1978)

**Change Log:**

<b>Date of Change</b>	<b>Description of Change</b>	<b>Responsible Party</b>
10.05.2014	New Procedure – Edits to final draft	Chief Executive Officer
07.2017	Annual Review	Deputy Director
05.2018	Annual Review	Deputy Director
05.2019	Annual Review	Deputy Director
02.2021	Biennial Review	Deputy Director
10.2022	New Remote Agreement via Post Pandemic Plan	Deputy Director
02.2023	Biennial Review	Deputy Director

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Employee Signature

Date

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Supervisor Signature

Date