SUBJECT: Temporary Work from Home

Policy Statement/Purpose:

Employees may request to work from home or be reassigned by their supervisor through an informal, short-term arrangement, approved by CMH senior leadership, in response to one or more of the following:

- Activation of any Emergency Preparedness response
- To complete a short-term, work-related project
- To provide a productive work environment to an employee who has work capacity, and who might otherwise be on FMLA leave
- To benefit an employee experiencing challenging personal circumstances

Procedure:

Such work arrangements will be developed to the extent practical for the employee and the organization, and with the consent of the employee's health care provider, in the case of an employee who qualifies for medical leave. All informal arrangements are made on a case-by-case basis, focusing on the business needs of the organization first. Employees who work from home may be directed to work assignments that differ from their normal duties. Employees should check with their managers on a daily basis regarding work expectations.

Employees who have an approved arrangement to work from home during a specified period will do so under a defined Working From Home agreement, (see Appendix A), which will document work expectations and the requirements for reporting their work activities, as well as, compliance with use of CMH resources and property.

Additionally, employees approved for this arrangement are responsible for adhering to all time and attendance expectations as outlined in the Time and Attendance Policy #CMMF-HR-3405(R4). Abuse that is identified and becomes excessive to the point that job performance is adversely affected will be addressed by their manager through the Counseling, Warning, Discipline and Termination Policy #HC-HR-3202(R1). This policy will be administered in accordance with the requirements of the ADA and the Fair Labor Standards Act. CMH is responsible for ensuring that procedures and systems are in place to record hours worked and leave time used, so that employees are appropriately compensated for all time worked.
Unless alternative arrangements are made to have CMH owned hardware and/or business furniture installed in the home, all hardware used, as well as, access to the internet server, will be the responsibility of the staff member. The CMH staff member will access institutional software via a remote access connection.

This agreement remains in effect for up to 90 days. Should the need for the arrangement continue beyond the 90 day window, a new Working From Home agreement must be created.

**Remote Access Acquisition:**

CMH remote access, administered by Information Services, is intended to support employees who work from their homes through the use of the Internet and/or dial up access. This access service is intended for use by CMH staff to enhance their ability to provide methods for delivering information and other work related services from their homes. All staff are expected to use appropriate professional ethics and judgment when using this service.

**By submitting the request to be considered for working from home, the CMH employee agrees to observe the following access and usage guidelines relative to remote access capabilities:**

1. To only access appropriate and necessary resources on the CMH Network.

2. To clearly indicate, by disclaimer, that e-mail messages and other information disseminated through their access are personal and do not necessarily represent the views and position of CMH.

3. To recognize that remote access is provided by CMH and is not a free service. Service charges are paid by CMH and are based on the number of concurrent users and access speed. The CMH staff member agrees to sign off from the Internet access service when they have completed their work.

4. To maintain the privacy of other CMH users.

5. To use remote access for CMH approved purposes only.

6. To recognize that remote access is provided based on the individual needs and requirements of the Working From Home agreement, and will not allow others to use the assigned privileges.

7. Not to transmit unsolicited information (i.e. junk mail, advertising).

8. To recognize that remote access usage may be monitored and that CMH reserves the ability to limit usage.
9. Recognize that when issues arise using remote access, they are to be reported to the Information Services Helpdesk to be logged and assigned. If second level support is necessary, an I.S. representative will respond on the next business day.

10. It is not acceptable to use the CMH Internet access to express personal views and opinions as if they constitute official commentary from CMH, its departments, or subsidiaries. Remote access usage may be monitored and CMH reserves the right to deny/limit access and the ability to limit usage.

______________________________
President
(Signature on File)

Effective: August 26, 2010

Revised:

Reviewed: August 6, 2013
March 23, 2017

Cross Reference: HC-HR-3405: Time and Attendance
HC-HR-3202: Counseling, Warning, Discipline and Termination

Attachment: Appendix A
WORK FROM HOME (WFH) AGREEMENT

| Employee Name: |  |
| Position Title: |  |
| Duration of Agreement (must be reviewed every 90 days) | FROM: | TO: |
| Address where WFH arrangement is to be fulfilled: (Including part of home designated as the work area) |  |
| Telephone Number: | Email Address: |
| Work Schedule | Days/ Hrs at Home |
| | Days/ Hrs at Office |
| Expected duties: (duties to be assigned while working from home, performance standards and measurements) |  |

Corporate assets/equipment provided to the employee in relation to the WFH arrangement:

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<th>Quantity of item</th>
<th>Item description</th>
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Terms and Conditions:

The terms and conditions of employment as outlined in the Policies and Procedures of CMH will continue to apply during the WFH arrangement. Working from home is not to be used as an alternative to, or in conjunction with a return to work program.

Material prepared or generated under the WFH arrangement in the course of paid Central Maine Healthcare (CMH) employment is the property of CMH and must be returned to CMH upon cessation of the WFH arrangement.
The employee will not, except in the proper performance of their duties, divulge or use any confidential information. Confidential information is information not lawfully or properly available to the public at large including, but not limited to, technical data, trade data, trade secrets, know-how and confidential information relating to the businesses, finances, accounts, dealings, transactions, methods of operation, assets or affairs of Central Maine Healthcare or any related entity, obtained during the course of your employment with Central Maine Healthcare.

This arrangement is subject to Central Maine Healthcare being satisfied that the designated work area has been assessed by an external representative and that it complies with the requirements of the Occupational Health and Safety Act, 2004.

The employee agrees to:

- Take all reasonably practicable steps to ensure that his / her responsibilities under the Occupational Health and Safety Act, 2004 are complied with.
- Notify his/her respective manager or director of any circumstances which may impact the WFH arrangement.

The purposes for which CMH may require access to a WFH site are:

- Maintenance of CMH provided equipment;
- Occupational health and safety inspection.

The employee is liable for the cost of any repairs or replacement cost of personal equipment used for the purposes of CMH employment. The employee is also responsible for maintaining any personal equipment in accordance with the relevant standard.

Manager’s Authorization

Having considered the workload needs of the team as a whole, I undertake to provide appropriate supervision and support to the employee for the duration of this agreement and to monitor the terms of the agreement as required. I agree that the expense of a worksite inspection and the provision of equipment by the employer as set out in the agreement will be met from within my budget except where otherwise stated.

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Employee’s Acceptance

I have investigated and am fully aware of the effect of working from home on my household insurance, taxation and leasing arrangements. I will make all reasonable efforts to minimize access to the designated work area by family and visitors. I hereby accept this WFH arrangement subject to the terms and conditions as set out above.

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cc: Manager
Employee
Personnel File