



EEID _____

**AGREEMENT FOR TEMPORARY TELEWORK ARRANGEMENT
Orange County Government**

For use when telework is associated with COVID-19
in support of the County's Continuity of Operations Plan

This is a telework agreement between Orange County and _____ (employee)

Period covered: From _____ through **TBD**

The noted employee agrees to participate in the telework program and to follow all applicable statutes, rules, policies, procedures, and guidelines. Orange County Government approves the employee's participation in telework as specifically outlined in this agreement.

Duration: This agreement will be valid for the period outlined above or as extended or otherwise modified by the County.

Pay and Attendance: All pay and leave will be based on the employee's established work schedule. The employee's time and attendance will be recorded based on actual hours worked in accordance with the Fair Labor Standards Act.

Overtime: An employee working overtime will be compensated in accordance with applicable laws and rules. Overtime must be approved in advance in accordance with County policy.

Leave: Employees must obtain supervisory approval before taking leave in accordance with established County procedures. The employee agrees to follow established procedures for requesting and obtaining approval of leave.

Equipment: The supervisor and the employee must agree upon the equipment, if applicable, to be used in telework. The County is not required to provide equipment for the home office; however, with the approval of the supervisor, the teleworker may be provided County-owned equipment necessary to perform work assignments and should only be used for county business.

Maintenance of Equipment: The employee is responsible for the equipment provided by the County and must protect it against damage and unauthorized use. County-owned equipment will be serviced and maintained by the County. Equipment provided by the employee will be at no cost to the County and will be maintained by the employee.

Data Security: While teleworking, the employee will apply safeguards which are approved by the County to protect records and electronic data from unauthorized disclosure or damage. Care must be taken to ensure that records are subject to the privacy act, HIPAA, sunshine laws (public record), etc. and sensitive data is protected and not disclosed to anyone.

Workspace: Employee agrees to designate a workspace within their remote work location for placement and installation of equipment to be used while teleworking. Employee agrees to maintain this workspace in a safe condition, free from hazards and other dangers to employee and equipment. Any company materials taken home should be kept in the designated work area at home and not be made accessible to others.

Costs: The County will not be responsible for operating costs, home maintenance, or any other incidental costs (e.g., utilities, phone, internet, etc.), associated with the use of the employee's residence for telework.



Office Supplies: Office supplies will be provided by employer as needed. Employee's out-of-pocket expenses for other supplies will not be reimbursed unless by prior approval of employee's manager.

Workers' Compensation: Employer will be responsible for any work-related injuries under our state's Workers Compensation laws, but this liability is limited to injuries resulting directly from work and only if the injury occurs in the designated work area. Any claims will be handled according to the normal procedure for Worker's Compensation claims.

Liability: The County will not be liable for damages to the employee's property resulting from participation in the telework program. In signing this document, the employee agrees to hold the County harmless against any and all claims, excluding workers' compensation claims.

Verification of Home Safety: In signing this agreement, the employee verifies that the home office provides workspace that is free of safety and fire hazards. In addition, the employee will not conduct face-to-face business at his or her residence.

Termination of Agreement: It is understood by the employee that teleworking is a privilege. The Department reserves the right to terminate this agreement at any time and require the employee to report to work in-person.

Work Hours and Location: The working hours and work location agreed to as a part of the Telework Agreement, which may be modified as needed by County management, are as follows:

Telework Location: _____

General Work Hours: _____

<u>Day</u>	<u>Hours</u>
Monday:	_____
Tuesday:	_____
Wednesday:	_____
Thursday:	_____
Friday:	_____
Saturday:	_____
Sunday:	_____

This agreement establishes the terms and conditions applicable for this period of telework.

Employee ID: _____ Print Name: _____

Sign Name: _____ Date: _____

Supervisor: _____ Date: _____

Approving Authority: _____ Date: _____