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Purpose and Scope

The purpose of this policy implements the Department of Elder Affairs' (Department) policy for alternative work locations. As the Department seeks to serve its clients more effectively and as its resources are constrained, creative approaches are necessary to focus resources on clients. The availability of mobile technologies, better security, and more access points statewide, allow the Department to shift the main work site from the office to the field for specified employees.

This operating procedure applies only to specifically identified employees that work in the field offices.

I. Policy

It is the policy of the Department to ensure the employee's ability to maintain daily duties and responsibilities. For productivity and best use of resources, the Department may establish alternative work locations.

The Department may establish telework as an alternative work arrangement to support employee needs and implement telework arrangements, if appropriate and in the best interests of the Department.

Employees whose primary work is in the field will have their primary work location in the field. For purposes of supervision, they will report periodically to the official work location.

Employees whose primary work is not in the field may be required to participate in telework as a term and condition of employment. Where employees are required to telework as a part of business operations, the employee's position description shall include the telework requirement and specify the minimum amount of telework required. Such employees shall be provided with the equipment and supplies necessary to carry out the job functions from the telework site. A telework requirement shall be included in recruiting announcements.

A Telework Alternative Work Agreement, Form #598 will be required for all designated employees who are participating in telework. All Telework Alternative Work Agreements will be reviewed and approved by the immediate supervisor, Information Systems, and the Deputy Secretary & Chief of Staff.
II. **Authority**

Section 110.171, Florida Statutes (F.S.)

III. **Supportive Data**

DMS Programs Guidelines, *Identifying Positions Appropriate for Telework and Determining Employee Eligibility*

IV. **Signature Block with Effective Date**

[Signature]

Richard M. Prudom  
Deputy Secretary & Chief of Staff  
Department of Elder Affairs  

2/2/2016  
Date

V. **Definitions**

1. **Approved Safeguards.** Ensuring the adequate protection of the physical security and the data security of the device.

2. **Employee(s).** Any person employed in an established Department position in the Senior Management Service, Selected Exempt Service, Career Service, or paid from Other Personal Services (OPS) funds.

3. **Delegated Authority.** The Secretary, Deputy Secretary/Chief of Staff or their designee shall approve these situations when identified.

4. **Official Work Location.** An employee may have only one official work location. In all cases, the location must be in the best interest of the Department and not for the convenience of the employee. The official work location is normally the location of the office to which the employee is assigned.

5. **Alternative Work Location.** A work arrangement in which an employee works cooperatively from a different location(s) than the employee's official work location using a technology based platform, such as a networked computer and telephone.

6. **Required Telework.** A work arrangement whereby employees are required to perform all or some of the normal duties and responsibilities of their positions through the use of State-owned computers or computer related equipment away from their official work location on a temporary basis, i.e., their home or another approved work site that is not the employee's official work location.

7. **Optional Telework.** A work arrangement whereby employees are allowed to perform all or some of the normal duties and responsibilities of their positions through the use of State-owned computers or computer related equipment away from their official work location on a temporary basis, i.e., their home or another approved work site that is not the employee's official work location.
VI. Protocol

1. Each employee of the Department shall be furnished with a copy of this policy directive.
2. Each employee shall be given a reasonable opportunity to discuss and ask questions regarding this policy directive.
3. Each employee who is operating under a Telework Alternative Work Location has received a copy of this policy directive, has had the opportunity to discuss and ask questions as provided above, and who fully understands the Department's policy regarding Telework Alternative Work Locations. This signed statement shall be placed in the employee's personnel file and is attached to this policy as Exhibit A.
4. This procedure will be located on the Department's Internet webpage on http://elderaffairs.state.fl.us/index.php and on the Human Resources Sharepoint site at https://fldoea.sharepoint.com/sites/HR2/SitePages/Human%20Resources%20Home.aspx.

VII. Procedure

(1) A Telework Alternative Work Location Agreement Form #598 is required for telework.

(2) All pay and benefits are determined using the employee's official work location. All travel reimbursements will be in accordance with DOEA #550.05-25 Travel and Transportation Procedures.

(3) Employees who are operating under a telework alternative work arrangement are expected to abide by all federal, state and Department policies, to include but not limited to the following:
   - #310.20 Public Records Request
   - #420.51 DOEA Information Security Policy
   - #535.02-25 Travel and Transportation Procedures
   - #545.61 Wireless Communication Devices and Services
   - #550.35 Conduct of Employees & Disciplinary Guidelines
   - #550.80 Attendance and Leave

(4) Security and Confidentiality
   a) Employees shall apply approved safeguards to protect State/Department data or records from unauthorized use and disclosure or damage as set forth in Department policies and procedures and shall comply with the public records requirements set forth in Chapter 119, F.S.
   b) The Department's Office of General Counsel has been designated as the Security Officer responsible for the policies and procedures required of the Health Insurance Portability and Accountability Act (HIPAA) Security Rule. If there is a security concern or issue, the Department's Information Systems Security Officer should be contacted.
   c) Employees must comply with all applicable program specific statutory requirements, federal laws and regulations, and State statutes and administrative rules governing such records and data.
   d) All records, papers, documents and correspondence, as well as Department approved computer media should be safeguarded in a locked storage container when the workstation is unoccupied and at the end of the day.
e) Release or destruction of any records may be done only at the employee's official work location in accordance with governing Department policies and procedures, and appropriate federal and State statutes, regulations and rules, as applicable.

f) Computerized files and data are official Department records and are also governed by this operating procedure.

(5) DOE standard Wireless Fidelity (WIFI). Each employee will need an approved remote data communications method.

(6) Telework Plan

a) Management determines employee work schedules consistent with the organizational needs of the Department. Where an employee is required to telework, the employee's Position Description shall include this requirement and specify the minimum amount of telework required.

b) Eligibility Criteria. To become and remain eligible to participate in the optional telework alternative work locations, an employee must meet the following minimum criteria:

1. The employee must maintain an overall performance evaluation rating of a "3.00" or higher.
2. The employee must not be under any form of disciplinary action(s) or have documented performance deficiencies.
3. The employee must agree to the requirements stipulated in the Telework Alternative Work Agreement Form #598.
4. The employee must agree to attend all required meetings, staffings, and training programs at locations designated by the Department.

c) Employees participating in the telework alternative work locations are subject to the same rules, policies and procedures regarding attendance, leave, job performance, performance evaluations, discipline, and separation action as are all other employees. Therefore, an employee's participation in the telework alternative work locations will not adversely affect their eligibility for advancement or any other employment rights or benefits.

d) Employees participating in the telework alternative work locations are prohibited from conducting face-to-face State business at the teleworker's residence. Assessments will be conducted at the usual locations: client's home, nursing facility, hospitals, jails, or any location the client is currently residing. If a teleworker has difficulty locating a meeting site, they should consult with their supervisor to determine an appropriate location to conduct a face-to-face meeting.

e) Telework is not to be utilized for providing care for others at home (e.g., child care, elder care, etc.). Employees cannot work effectively while trying to care for others. Therefore, an employee participating in the telework alternative work locations is required to have adequate arrangements for caregiving before the start of the telework arrangement.

f) Approved participation in the optional telework alternative work locations must be supported by a written agreement. The agreement must include, at a minimum, specific terms and conditions governing the telework, which must include:

1. Verification by the employee that, if the telework site will be the employee's home or a similar structure intended to serve primarily as a residence or place of lodging, the proposed site provides work space that is free of safety and fire hazards;
2. Provisions which holds the State and the Department harmless against any and all claims, excluding workers’ compensation claims, resulting from an employee working at an approved telework site;

3. A description of the security controls that the Department considers appropriate and necessary to protect State owned equipment; and,

4. A description of the conditions imposed to ensure the appropriate use and maintenance of any equipment or items provided by the State to the employee to facilitate satisfactory performance of the State’s business while participating in the telework alternative work locations. This requirement may include, but is not limited to, a description of the installation and maintenance of any telephone equipment determined to be necessary by the Department, and the responsibility for incurring or paying for any ongoing communications costs initiated or received at the telework site that are related to the performance of State business.

g) The agreement must be signed and agreed to by the requesting employee and the Delegated Authority, or their designee, prior to the commencement of participation in the optional telework alternative work locations.

h) The Telework Alternative Work Locations Agreement Form #598 for all approved optional telework can be found on the Department’s Internet or on the Human Resources Sharepoint site.

i) An employee’s participation in the optional telework alternative work locations is voluntary, and the employee may elect to cease participating based upon the conditions of the agreement.

j) The supervisor should contact the Human Resources Office for assistance if the current telecommuting agreement is not working as intended and follow the procedures to terminate the telework arrangement.

k) An employee may telework up to five (5) work days per week. The employee is expected to meet with the supervisor to receive work assignments and to review completed work as necessary on a schedule to be determined by the supervisor. The employee will continue to complete all assigned work according to work procedures, guidelines, and performance standards.

l) The requirements for terminating optional or required telework are described in this paragraph.

1. Participation in required telework would require at least 30 calendar days written notice of intent to impose or remove a requirement to telework in accordance with section 110.171(6)(c), F.S.

2. The supervisor must contact the Human Resources office for assistance with terminating a Telework Alternative Work Locations Agreement related to employee discipline or work performance deficiencies. The Human Resources office will assist with the written notice to the employee advising the employee of the expected date of return to work full time at the employee’s official work location. The Notice of Termination of Telework Alternative Work Locations Agreement will be used to provide the required written notice of termination of the telework arrangement.

3. A copy of the written notice of termination of optional telework or required telework shall be provided to the Bureau of Information Systems.

4. A copy of the written notice of termination of optional telework or required telework shall be provided to the Human Resources office to remove the telework designation from the People First System.
m) A telework employee is covered under the Workers' Compensation Act if injured in the course of performing official duties at the telework site. An employee's claim for benefits or services will be governed by Chapter 440, F.S. If an injury is determined to have been caused by employee negligence or employee failure in maintaining safe working conditions over which the employee has or had control, the employee may be subject to disciplinary action.

(7) Technical Requirements for Participation in the Telework Alternative Work Locations.
   a) Unless otherwise approved, only State-owned computers and mobile devices shall be used to connect to the DOEA network. Standard DOEA approved data-at-rest and data-in-motion encryption technology shall be utilized to ensure confidentiality of information.
   b) Any computers or mobile devices not provided by the State must be approved by the Bureau of Information Systems.

(8) State-Owned Equipment.
   a) State-owned equipment will be used at the employee's approved telework site. The equipment will continue to be maintained by the State but must be protected against damage or misuse. If maintenance is required on the equipment it is the responsibility of the teleworker to return the equipment to Bureau of Information Services in the Headquarters Office in Tallahassee, FL for service. The employee is expected to establish approved safeguards to ensure the telework site is free from hazards to the employee and State owned equipment. The supervisor shall inspect the State owned equipment periodically to ensure proper maintenance of State owned equipment.
   b) Employees are forbidden from using any unencrypted removable media device (USB drive, CD, floppy drive, etc.).
   c) Employees must follow Department policies and procedures when using State owned equipment while participating in the telework alternative work locations if the approved telework site is their home or residence.
   d) State-owned equipment must be returned to a State office annually or as requested for property inventory purposes.

(9) Privately Owned Equipment.
   a) Department maintenance of an employee's personal equipment used while participating in the telework alternative work locations is prohibited. Also, the Department will not be liable to the employee for personal equipment and costs for personal utility expenses associated with telework.
   b) Equipment provided by the employee will be at no cost to the Department and will be maintained by the employee. The Department is not liable for damages to the employee's property which is related to the employee's participation in the telework alternative work locations except as provided for by section 768.28, F.S. The Department is not responsible for operating cost, home maintenance, or any incidental cost (e.g., utilities) associated with the employee's participation in the Telework alternative work locations.
   c) Telecom Requirements. Employees using a home Wireless Network must follow all procedures in DOEA #420.10 Management Information Systems Policy and Procedures
(10) Approval Process for the Optional Telework alternative work locations. The supervisor determines whether the request is appropriate based on the tasks and responsibilities assigned to the employee, the employee’s job performance and organizational unit/Department needs. Additional levels of review and approval shall be required by the Delegated Authority.

(11) Records.
   a) The approved Telework Alternative Work Locations Agreement or the Notice of Termination of Telework Alternative Work Locations Agreement shall be sent to the Human Resources officer to update the information in People First. A copy of the approved Telework Alternative Work Locations Agreement Form #598 and any Notice of Termination of Telework Alternative Work Locations Agreement should be placed in the employee’s official personnel file.
   b) The Human Resources office shall check to ensure that the People First telework screen is updated for employees approved to telework.
   c) The Human Resources Office will produce reports to assist managers and supervisors ensure that employees approved for telework are accurately recorded in People First.

(12) Report Requirements. A report of all employees participating in required telework and optional telework will be generated at six month intervals by the Human Resources office and distributed to management for updating and verification of those employees participating in required and optional telework. The policy is located on the Departments Internet website at http://elderaffairs.state.fl.us/index.php and on the Human Resources office sharepoint site at https://fldeoa.sharepoint.com/sites/HR2/SitePages/Human%20Resources%20Home.aspx.

(13) Supervisors Responsibilities.
   a) Supervisors shall be responsible for ensuring all Telework Alternative Work Locations Agreement has been approved prior to the employee working from the Telework Alternative Work Location.
   b) Supervisors shall be responsible for conducting face-to-face or telephone conferences with the Employee in a mutually agreeable location to receive and discuss assignments and to review completed work. At no point will the Supervisor conduct a face-to-face meeting at the approved Telework Alternative Work Location (Employee’s home).

VII. Distribution List

Secretary
Deputy Secretary & Chief of Staff
Division Directors
Human Resources
Policy and Procedures Library
Web Manager

IX. History Notes
New February 2, 2016

X. Appendix

(1) Exhibit A- Telework Alternative Work Locations Agreement Form #598
Exhibit A
Telework Alternative Work Locations Agreement

This Agreement is entered into between the Department of Elder Affairs (hereinafter "Employer"), and ________________ (hereinafter "Employee") and shall be in effect starting ______, 2016, and expiring ______, 2021, unless terminated by either party prior to the expiration date or extended as set forth in paragraph #19, below. This Agreement establishes the terms and conditions of Employee’s participation in the optional Employer’s Telework Alternative Work Locations. In addition to the terms and conditions set forth below, Employee acknowledges and agrees to be bound by the provisions of section 110.171, Florida Statutes (2015), and DOE Policy #550.99, Telework Alternative Work Locations, which terms and conditions are incorporated herein by reference as if fully set forth in this Agreement verbatim.

TERMS AND CONDITIONS:

1. Employee’s participation in the optional Telework Alternative Work Locations is voluntary.

2. Employee agrees to fully comply with the applicable procedures, guidelines and policies governing the Telework Alternative Work Locations.

3. Employee may voluntarily terminate participating in this program, including termination of this Agreement, with five (5) business days notice. Employer has the right to terminate Employee’s participation in this program at any time. Employer may terminate this Agreement, including Employee’s participation in this program, if Employee’s participation in the program is deemed not to be in the Employer’s best interests. Employee agrees to perform all work approved by Employer at Employee’s official work location in ________________, Florida, or the telework site, and not from any other unapproved site or location. Failure to comply with this provision may result in termination of the Agreement, and/or other appropriate disciplinary action.

4. The following are the approved working locations:

   Official Work Location: ________________________________

   Telework Work Location: ________________________________

5. During the period of this Agreement, the normal business hours are Friday through Thursday, 8:00 AM to 5:00 PM. If a meal period is part of this Agreement, the unpaid meal period must be at least thirty (30) minutes for employees whose positions have been designated as "included" for overtime. The "included" employee is prohibited from performing any work during this unpaid meal period. Work hours and work locations are specified as part of this Agreement, as follows:
6. If employee is entitled to be reimbursed for per diem and travel expenses, in accordance with section 112.061, Florida Statutes, and DOE Policy #535.05-25, Travel and Transportation Procedures. All pay, leave, and other benefits are measured using Employee’s official work location, and will comply fully with the regulations noted above. Should any discrepancy arise, it is the Employee’s responsibility to ensure that any and/or all corrections will be made in accordance with the appropriate regulations. Employee’s work time and attendance are recorded as if occurring at Employee’s official work location. Travel Voucher preparation training is available upon request through the Division of Financial Administration.

7. Employee understands that in order to participate in Telework Alternative Work Locations, the employee will use the Department issued cell phone or air card. In the event, service is not available using the Department issued cell phone or air card, employee may use their own personal WIFI. If employee does not agree to use their own personal WIFI, then Telework Alternative Work Locations may not be approved.

8. Employee must obtain approval from their supervisor, or designee, before taking leave in accordance with Employer’s established policies and procedures. Employee agrees to follow established policies and procedures for requesting and obtaining approved leave in accordance with DOE Policy #550.80, Attendance and Leave.

9. Employer will provide office equipment, including, but not limited to the following:

   Employee is responsible for providing necessary office and office equipment to be used at the telework location.

10. Equipment provided by Employer must be protected against damage and unauthorized use. Employer-owned equipment is serviced and maintained by Employer. Equipment provided by Employee is at no cost to Employer, and is maintained by and at the sole expense of Employee.

11. Employer is not responsible for operating costs, home or telework site maintenance, or any other incidental costs (e.g., utilities) associated with Employee’s use of their residence or an approved telework site as a result of Employee’s participation in the Telework Alternative Work Locations. Employee does not forfeit or waive any reimbursement for authorized expenses incurred while conducting official business for the Employer as a participant in the Telework Alternative Work Locations.
12. Employer is not liable for damages to the Employee's residence or property at the telework site resulting from Employee's participation in the Telework Alternative Work Locations. By signing this Agreement, Employee agrees to hold the State of Florida and Employer harmless against any and all claims, excluding workers' compensation claims, arising out of and/or related to Employee's participation in the Telework Alternative Work Locations, including Employee's performance of work from Employee's residence or the telework site.

13. Employee retains all coverage provided or authorized by the State of Florida's Worker's Compensation Act set forth in Chapter 440, Florida Statutes (2015), during employee's participation in the Telework Alternative Work Locations.

14. By signing this Agreement, Employee verifies that the home office or telework site, or both, provides workspace that is free of safety and fire hazards.

15. During Employee participation in the Telework Alternative Work Locations, Employee agrees to meet or confer with the supervisor face-to-face or by telephone, or by other means mutually agreeable to Employee and Employer to receive and discuss assignments and to review completed work. Employee agrees to complete all assigned work according to mutually agreed upon procedures and deadlines or schedules.

16. The evaluation of Employee's job performance is based on established standards. Employee's performance must remain satisfactory to continue participation in the Telework Alternative Work Locations for the duration of this Agreement and all legal actions will take place in Leon County, Florida.

17. All records, papers and correspondence created or received by Employee during Employee's participation in the Telework Alternative Work Locations must be safeguarded for return to the Employee's official work location in accordance with DOEA Policy #310.20, Public Records Request.

18. Performance Expectations: The supervisor shall ensure performance expectations have been established. The supervisor will also address, in the annual performance evaluation, whether or not the teleworker's work output remains at a satisfactory level and if the position remains suitable for telework.

19. Other Provisions:
   - Employee and Employer agree that all questions concerning the interpretation of this Agreement shall be resolved according to Florida law.
   - Employee and Employer agree that all expenses incurred by Employee related to the enforcement of this Agreement shall be borne solely by Employee, unless Florida law requires Employer to pay such expenses, including attorney's fees or litigation costs.
   - Employee and Employer agree that all matters requiring adjudication or resolution by adversarial proceedings shall be initiated and resolved by an appropriate and competent adjudicating or investigative authority located in a place to be designated by the Employer, whether such authority is a court of competent jurisdiction, an administrative body, mediator or arbitrator, Florida State agency, or Florida board or commission.
   - Employee, by voluntarily participating in the Telework Alternative Work Locations, and Employer, by approving Employee's participation in the Telework Alternative Work Locations, do not waive or forfeit any of their respective legal rights, privileges, or immunities concerning or relating to Employee's legal status as an employee of the State of Florida or Employer's legal status as an executive agency of the State of Florida.
- Employer and Employee agree that if Employee deems it necessary or desirable to reside outside of the State of Florida or work outside the State of Florida to perform work required or contemplated by this Agreement, Employee's residence or telework site(s) does not change or affect any aspect of the employment relationship between Employer and Employee. Therefore, if Employee deems it necessary to complain or grieve Employer action or inaction whether such claims or grievance relates to civil rights, the Americans with Disabilities Act, the Health Insurance Portability and Accountability Act of 1996, termination of employment, or other employee rights, Employee agrees that such claims or grievances shall be governed and resolved only by those policies and procedures, administrative rules, regulations, statutes, court or administrative decisions that would be applicable to such claims or grievance as if Employee was physically present and working in Leon County, Florida, regardless of Employee's physical location when such complaint or grievance accrued.

19. This Agreement represents the final intent of the parties concerning all matters related to Employee's participation in the Telework Alternative Work Locations. All terms or conditions of employment not included in this Agreement are hereby deemed by Employee and Employer to have been considered by both parties to this Agreement, whether actually discussed or considered by the parties or not.

Employee: ___________________________ Date: ____________

Supervisor: ___________________________ Date: ____________

Information Systems: ___________________________ Date: ____________

Deputy Secretary/Chief of Staff: ___________________________ Date: ____________

This completed form will be sent to the Human Resources office upon signing for necessary processing within the People First System and filing in the employee's official personnel file.