Telework Agreement

This OMES Telework Agreement ("Agreement") is effective as of _____ (the "Effective Date"), and is entered into between the Office of Management and Enterprise Services ("OMES") and _____ ("Employee"). This Agreement may be amended from time to time and shall remain in effect until the earlier of termination of this Agreement by OMES in its sole discretion or until the Employee is no longer employed by OMES.

WHEREAS, the state of Oklahoma has been legislatively mandated to reduce the size of real property used for state government operations by, in part, utilizing a telework arrangement where possible; and

WHEREAS, OMES believes that the above-referenced position (the "Telework Position") is appropriate for a telework arrangement and that the duties of the position may be substantially or wholly performed at an alternative work location.

WHEREFORE, OMES and the Employee agree as follows:

1. **Telework Location.** When working at the telework location, the Employee agrees to follow all agency and divisional policies and procedures applicable to the Employee's position except such policies and procedures that apply to agency or division employees by virtue of being physically located at a state government building. The Primary Telework Location designated at Appendix "A" ("Primary Telework Location") must meet minimum physical safety requirements as set forth in Appendix "C". The work schedule of the Employee is additionally set forth at Appendix "A". Notwithstanding any provision herein, this Agreement does not provide an entitlement to the Employee that the Telework Position shall remain approved to be performed at the Primary Telework Location and in no way conveys nor is intended to convey upon the Employee a contract of employment. Failure by the Employee to comply with the terms of this Agreement may result in disciplinary action, up to and including termination of employment.

2. **Work Assignments and Evaluation.** The duties of the Telework Position and a description of how work output shall be supervised, monitored and measured are set forth at Appendix "B", and the Employee agrees to complete all assigned work according to procedures, guidelines and standards prescribed by OMES and the supervisor(s) of the Employee. Evaluation of the Employee's job performance will be based on established standards. Although temporary cessation or termination of this Agreement is within the sole discretion of OMES, if the Employee is placed on a performance improvement plan, the Employee agrees to perform the Telework Position duties at a location other than a telework location, as and when designated by the Employee's supervisor.

3. **Pay, Attendance and Leave.** All pay, leave and travel entitlements will be based on the Employee's official duty station, which is the Primary Telework Location, and the Employee's time and attendance will be recorded as if performing official duties there. The Employee agrees to follow OMES policies and procedures for requesting and obtaining approval of leave. Telework employees should ensure their own safety at all times. Telework employees will not be granted Administrative Leave during inclement weather unless otherwise approved by telework employee's manager which will be approved on a case by case basis.

4. **Overtime.** The Employee agrees not to work overtime unless such overtime is ordered or approved in writing in advance. Unapproved overtime is unacceptable.

5. **Equipment.** As applicable, the work-related equipment to be provided by OMES and by the Employee is identified at Appendix "A". Although the State-Owned Equipment will be installed, serviced and maintained by OMES, the Employee agrees to use such State-Owned Equipment solely to perform duties of the Telework Position and shall protect the State-Owned Equipment against damage, theft and unauthorized use. The Employee agrees to immediately notify the Supervisor or other appropriate manager and the Service Desk at 405-521-2444 if the Employee's ability to perform the Telework Position duties is hampered in any way due to damage, theft, compromise or suspected compromise, or loss of any Employee-Owned Equipment or State-Owned Equipment.

   The Employee agrees to be responsible to service and maintain any Employee-Owned Equipment and the Employee shall not be eligible for reimbursement of such costs except to the extent specifically agreed in writing by OMES. Moreover, the Employee agrees to protect any Employee-Owned Equipment against damage, theft and unauthorized use. Any work-related information stored on Employee-Owned Equipment shall be subject to disclosure pursuant to the Open Records Act and the Employee agrees to fully cooperate with any open records request of such information.

   After termination of this Agreement, all State data shall be deleted from any Employee-Owned Equipment and all State-Owned Property shall be returned or be made available for return by the Employee to OMES within a reasonable time as determined by OMES in its sole discretion. The Employee agrees to be liable for the replacement or repair cost, as applicable, of State-Owned Equipment that is lost, damaged or unreturned after termination of this Agreement.

6. **Costs.** OMES will not be responsible for operating costs, home maintenance, or any other incidental costs (e.g. utilities) associated with the telework location. However, the Employee does not give up any right to receive reimbursement for job-related expenses specifically authorized in writing by OMES.

7. **Liability.** OMES shall not be liable for damages to the telework location or other property at the telework location that is not State-Owned Equipment and shall not be liable for personal injury damages, whether to the Employee or any other person, except

to the extent OMES is found liable for a workers' compensation claim of the Employee under applicable law.

8. **Travel.** The Employee shall not be entitled to reimbursement of any nature if requested to report to a state work location other than a telework location or chooses to travel between telework locations. However, the Employee shall remain eligible for reimbursement for travel to other locations in accordance with the State Travel Reimbursement Act.

9. **Verification of Primary Telework Location Safety.** The Employee shall inspect the Primary Telework Location and assess the physical safety thereof in accordance with the safety checklist set forth in Appendix "C". The Employee acknowledges and agrees the Primary Telework Location meets the physical safety requirements set forth in Appendix "C", and the Employee has had an opportunity to express any issues or concerns related to such Primary Telework Location. The Employee agrees to maintain the workspace to be utilized at the Primary Telework Location free of safety and fire hazards, but in no case shall the Primary Telework Location fail to meet the physical safety requirements set forth at Appendix "C".

10. **Data Security.** The Employee agrees to appropriately safeguard all state data and agrees to comply with the state Information Security Policies, Procedures and Guidelines ("State Security Policy") and applicable data security laws, rules and regulations as well as additional requirements set forth at Appendix "D", attached hereto and incorporated herein. The Employee further agrees to fully cooperate with any security audit of the telework location. If the Employee is unsure whether certain information is confidential or otherwise protected from disclosure, the Employee agrees to consult with the appropriate supervisor to make the determination. The Employee agrees to destroy any such information that is required to be printed, in accordance with applicable state policies and procedures.

11. **Family Responsibilities.** The Employee agrees that performance of work duties at the telework location shall not be used as a replacement for or supplement to dependent or elder care.

(Signature Page Follows)

Signature Page to Telework Agreement
(OMES/ _____)

The undersigned Employee has read, understands and has been provided an opportunity to obtain clarification of the terms of this Agreement, including Appendices "A" – "E" attached hereto and incorporated by reference.

Employee:

_____ _____
[NAME, TITLE] Date

Supervisor:

_____ _____
[NAME, TITLE] Date

Office of Management and Enterprise Services
[DIVISION NAME]: _____

_____ _____
[DIVISION DIRECTOR NAME, TITLE] Date

Office of Management and Enterprise Services
Human Capital Management Division:

_____ _____
[NAME, TITLE] Date

Office of Management and Enterprise Services
Performance and Efficiency Division:

_____ _____
[NAME, TITLE] Date

Office of Management and Enterprise Services:

_____ _____
Preston Doerflinger, Director Date

Appendix "A" to OMES Telework Agreement
(OMES/ _____)

General Work Schedule: For a typical work week, indicate in the spaces below the number of hours to be worked as Telework (T) vs. the number of hours to be worked in Office (O).

For any "O" hours, indicate location where office hours will be worked, example: "Hoteling Station in 3115 N. Lincoln Blvd, Oklahoma City, OK 73105".

	Number of Hours	**Location *O = Office / T = Telework;* If "O", list where**
Example: Monday	*4* *4*	*T* *O = Cubicle #123 in 3115 N. Lincoln Blvd, Oklahoma City, OK 73105*
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		
Saturday		
Sunday		

Daily Lunch		

State-Owned Equipment (including telecommunication services):

Employee-Owned Equipment (including telecommunication services):

Appendix "B" to OMES Telework Agreement
(OMES/_____)

Insert Telework Position Duties

Insert description of how work output shall be supervised, monitored and measured

Appendix "C" to OMES Telework Agreement
(OMES/ _____)

Primary Telework Location Safety Checklist

	Yes	No
1. The space is safe and hazard free.	☐	☐
2. The space is adequately ventilated.	☐	☐
3. The space is reasonably quiet, free of distractions and there is sufficient light for reading.	☐	☐
4. All the stairs with 4 or more steps are equipped with handrails.	☐	☐
5. All circuit breakers and/or fuses in the electrical panel are labeled as to intended service.	☐	☐
6. Circuit breakers clearly indicate if they are in open or closed position.	☐	☐
7. All electrical equipment is free of recognized hazards that would cause physical harm (e.g. frayed wires, bare conductors, loose wires, flexible wires running through walls, exposed wires fixed to the ceiling).	☐	☐
8. Electrical outlets are 3-pronged (grounded).	☐	☐
9. Computer equipment is connected to a surge protector.	☐	☐
10. Aisles, doorways, and corners are free of obstructions to permit movement.	☐	☐
11. File cabinets and storage closets are arranged so drawers and doors do not open into walkways.	☐	☐
12. Space is free from excess furniture.	☐	☐
13. Phone lines, electrical cords, and extension wires are secured under a desk or alongside baseboard.	☐	☐
14. Floor surfaces are clean, dry, level, and free of worn or frayed seams.	☐	☐
15. Carpets are well secured to the floor, and free of frayed or worn seams.	☐	☐
16. A fire extinguisher is in the work space or easily accessible.	☐	☐
17. A working smoke detector is detectable from the work space.	☐	☐
18. Chair casters are secure and/or the rungs of the chair are sturdy.	☐	☐

I acknowledge I inspected the Primary Telework Location and the physical safety thereof is in accordance with this appendix. I agree to maintain the workspace to be utilized at the Primary Telework Location free of safety and fire hazards, but in no case shall the Primary Telework Location fail to meet the physical safety requirement set forth in this appendix.

_____ _____

Employee Signature Date

Appendix "D" to OMES Telework Agreement
(OMES/_____)

INTERNET BANDWIDTH REQUIREMENT FOR PRIMARY TELEWORK LOCATION

The Primary Telework Location shall have internet download speed of at least 2 Mbps from upstream and downstream. To check this, telework employees can use the OMES broadband speedtest site at speedtest.ok.gov.

I acknowledge I performed a broadband speedtest and the download speed at the Primary Location meets minimum specifications set forth herein. I further agree to maintain the required download speed at the Primary Telework Location for the duration of my telework status.

_____ _____

Employee Signature Date

Appendix "E" to OMES Telework Agreement
(OMES/ _____)

Telework Information Security Requirements

To maintain the required level of information security in connection with Telework Position duties performed at the designated telework location, adherence to the following information security requirements is necessary:

Supervisor/Manager Information Security Responsibilities:

- Thoroughly review this Telework Agreement to ensure its terms are in compliance with agency information security policies and federal regulatory requirements which govern the information systems or data use.
- Ensure Employee receives agency information systems security training.
- Work with Employee to ensure that Employee fully understands and has the technical expertise to comply with agency requirements.
- Ensure the State-Owned Equipment and connectivity is adequate for telework success.
- Work with Employee to develop secure processes for potentially sensitive documents and other materials.
- Track removal and return of potentially sensitive materials, such as personnel records.
- Enforce personal privacy requirements for records.

Employee Information Security Responsibilities:

- The Employee shall not attempt to bypass security measures or modify security configuration settings.
- Participate in agency information systems security training.
- Achieve sufficient technical proficiency to implement the required measures.
- Provide a high level of security to any personal or private information accessed at the telework Location or transported to and from the telework Location.
- Remain sensitive to individual rights to personal privacy.
- Comply with agency policies and with any additional requirements set forth in this Telework Agreement.
- If the Employee has access to sensitive data that is protected by regulation (e.g. HIPAA, FERPA) or contract (e.g. credit card data), the Employee must comply with any additional requirements dictated by the governing regulations or associated contracts.
- Upon request, the Employee must make any system used at the telework location available for examination.

Technical Requirements:

Security Update Requirements

- All systems used for performance of the Telework Position at the telework location must be kept up-to-date with the most current security patches for the operating system as well as any applications such as Anti-virus software, Microsoft Office, Internet Explorer, Firefox, etc.
    - Any State-provided computer must be connected securely to a system that allows internet access for the management and information systems updates. This includes leaving the system online at specific times for patches, remote management and access to system information by the Information Services Division.
- Only agency-approved operating systems and applications currently supported are allowed. Software that is no longer supported with security updates is prohibited (e.g. Windows 98, Windows 2000 and Windows XP) for use at the telework location.

End Point Protection Requirements

- All systems used at the telework location shall have end point protection installed and properly configured. The Employee shall not interfere, disable or otherwise interfere with the operation of the end point protection software.
- The end point protection shall be securely connected to an internet connection and receive daily, weekly and monthly updates.
- All systems including desktops and laptops and other mobile devices must have data at rest encryption technologies deployed to protect information from disclosure.

Network Security Requirements

- All systems used at the telework location shall be protected with a firewall.
- The firewall may be either hardware or software-based.
- The firewall must be configured to block all unsolicited inbound connections.
- Only the following network connectivity methods may be utilized at the telework location:
    - Connection to a wired network utilizing a State-provided VPN connection.
    - Connection to an agency-approved wireless network utilizing VPN technology.
    - Home or public wireless networks may not be utilized at the telework location. The use of home wireless networks solely for accessing web-based e-mail and public websites may be allowed if authorized by the agency and information security management. The use of mobile devices with approved mobile device management services may use home and open wireless networks.

Authentication/Authorization Requirements

- All systems used at the telework location shall require users to login before using the system.
- Administrative rights should be restricted to agency information technology staff. The Employee should not be given administrative authority for any State-owned computer used at the telework location.
- Passwords for all accounts on the system must meet the minimum complexity requirements defined by the State Security Policy.
    - Passwords must be between 8 and 30 characters long.
    - Passwords must not be the Employee's USERID, name, or a word found in a dictionary. Passwords must not be easily guessable.
    - Passwords must not be written down or recorded as an electronic document.

Data Protection Requirements

- Sensitive data includes but is not limited to: Social Security Numbers, Government issued ID numbers (e.g. Driver's license number), financial account numbers (e.g. bank accounts, credit card accounts), data protected under HIPAA (e.g. patient information), data protected under FERPA (e.g. student grades), and data entrusted to any state entity by governmental entities (e.g. Veterans Administration, CMS, SSA, etc.) or other parties on the condition that the data be adequately protected.
- The Employee must not store sensitive information on any system unless authorized to do so by his/her manager.
    - This includes any personal computing device (such as personal computer, smart phone or electronic planner), removable media or cloud sharing services not approved for use.
- Sensitive information should not be stored on any system unless absolutely necessary and only the absolute minimum necessary information required to perform the job should be stored.
- State network file storage solutions should be utilized whenever possible.
- The connection to the State network via a VPN connection should be used for internet interactions, e-mail, and data storage to receive the appropriate level of security protection.
- Sensitive data should be kept on secure and encrypted media that is approved and authorized for use at the telework location.
    - If the telework location is such that sensitive data is regularly received and/or processed, the computer system used for such processing must have whole disk encryption applied.
- The Employee must never allow unauthorized individuals to access sensitive data or use the State-Owned Equipment issued for performance of the Telework Position.
    - This includes any non-State personnel and family members of the Employee.
- The Employee must not store sensitive data on non-State owned systems or removable media (CD's, USB hard drives, flash drives, etc.).
- Sensitive data must be deleted, in accordance with the State Security Policy, from the system when the Employee is required to do so by his/her manager or agency or division director.
- Any system or removable media used to store sensitive data must be disposed of in a manner that is in accordance with the State Security Policy.

Physical Protection Requirements

- All computing devices or physical files must be secured to the best of the Employee's ability at all times.
- The Employee is expected to take all reasonable measures in providing for the physical security of State-Owned Equipment. Laptops and mobile devices must not be left unattended without providing for additional layers of physical security such as but not limited to:
    - When possible, take the device when leaving a remote work area and/or
    - When possible, lock the device in a desk, cabinet, or safe when traveling.

        * This section is not meant to supersede any current state agency policy that governs mobile device use

Security Incident Reporting Requirements

- If a system, or any part thereof, used for performance of the Telework Position is damaged, lost, stolen, compromised, or suspected of being compromised, the Employee shall immediately report the incident to the appropriate supervisor or manager and the OMES-ISD Service Desk at (405) 521-2444.

Additional Security Provisions:
[Insert any necessary additional agency-specific provisions]