State of Emergency or Pandemic Telework Packet Coversheet

This packet includes documents related to Pandemic Telework policies and procedures.

All required forms and related policies included.

- F-1200 Telework Agreement
- F-1134 Hand Receipt of State Property
- HIPPA Acknowledgment for Employees
- M-912 State of Emergency or Pandemic Event Telework Policy

Document Submission

- DocuSign link MSDH Intranet
- Hand delivered sealed envelope to Office of Human Resources
- Email to telework@msdh.ms.gov

Office of Health Information Technology Resource Managers by Location

Use this list to determine the appropriate OHIT manager for approvals needed on form F-1134 Hand Receipt of State Property

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<thead>
<tr>
<th>Location</th>
<th>Manager</th>
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<tbody>
<tr>
<td>Airport</td>
<td>Robin Butler</td>
</tr>
<tr>
<td>Atrium</td>
<td>Keith Junkin</td>
</tr>
<tr>
<td>County Health Departments/WIC</td>
<td>Normal Operations at this time</td>
</tr>
<tr>
<td>Highland Colony</td>
<td>Marcus Conway</td>
</tr>
<tr>
<td>Jackson Medical Mall</td>
<td>Albert Brown</td>
</tr>
<tr>
<td>LeFleur’s Square</td>
<td>Marcus Conway</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>Dorthy Young</td>
</tr>
<tr>
<td>Osborne Building</td>
<td>Jarrett Simmons/Dorthy Young</td>
</tr>
<tr>
<td>Plaza 1</td>
<td>Keith Junkin</td>
</tr>
<tr>
<td>Plaza 2</td>
<td>Keith Junkin</td>
</tr>
<tr>
<td>Rad Health/Pharmacy</td>
<td>Albert Brown</td>
</tr>
<tr>
<td>Regional Offices</td>
<td>Stephanie Hedgepeth</td>
</tr>
<tr>
<td>Starkville</td>
<td>Robin Butler</td>
</tr>
<tr>
<td>Thompson Lab</td>
<td>Charles Jackson</td>
</tr>
<tr>
<td>Underwood Building</td>
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</tr>
<tr>
<td>Floor 1</td>
<td>Nick Creel</td>
</tr>
<tr>
<td>Floor 2</td>
<td>Robin Butler</td>
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State of Emergency or Pandemic Event
Telework Policy Manual
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<th>Topic</th>
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<td>Exception to the Policy</td>
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I. Purpose

The Mississippi State Department of Health (hereinafter referred to as “MSDH” or “Agency”) shall use telework, among other options, to promote the continuation of operations during a declared State of Emergency or pandemic event by allowing certain workforce members to perform their work at an approved alternative worksite.

The purpose of this Telework Policy (hereinafter referred to as “Policy”) is to define the teleworking program (also known as telecommuting) and the guidelines and rules under which it will operate during a State of Emergency or pandemic event. This Policy is designed to help workforce members understand the teleworking environment and their associated rights and responsibilities. This Policy and its accompanying guidelines provide a general framework for teleworkers at MSDH. It does not attempt to address the special conditions and needs of all MSDH workforce members.

II. Scope

This Policy applies to all teleworking activities of MSDH. All members of the MSDH workforce should be familiar with the contents of this Policy and its supporting guidelines.

III. Definitions

Compressed Work Schedule. A “compressed work schedule” allows Agency management to schedule the general forty-hour workweek requirement in less than the usual five workdays per week.

Flextime. “Flextime” is a schedule which offers Agency management the choice to vary workforce member arrival and departure times from work Telework.

Remote Workplace. The terms “remote workplace,” “remote work location,” “remote workspace,” “alternate workplace,” or “alternate workspace” or synonyms for these shall mean Workforce Member’s residence or any alternate work location approved under this Policy. “Workplace” and “workspace” may also be used interchangeably throughout this Policy.

Telework. “Telework” or “teleworking” is defined as a work flexibility arrangement under which a workforce member fulfills the duties and responsibilities of his or her position and other authorized activities from an approved worksite, using approved equipment or devices, other than the location from which the workforce member would otherwise work. Telework is a critical tool during emergency situations.
IV. **Statement of Policy**

In the event of a declared State of Emergency or pandemic event, MSDH may allow implementation of a telework program in furtherance of critical state continuity and social distancing efforts to stop or slow a pandemic outbreak or other public health emergency.

V. **Agency Participation and Workforce Member Eligibility**

The telework program provides temporary telecommuting arrangements for workforce members whose job duties are conducive to working from an alternate location. However, telework may not be suitable for all workforce members and/or job functions as there are certain duties at MSDH that require the workforce member to be physically present in the workplace or the required activities are not permitted to occur off site. MSDH shall allow teleworking as an option based on specific criteria and procedures consistently applied throughout the Agency.

During a declared State of Emergency or pandemic event, MSDH shall determine eligibility based upon the following factors:

1. Which workforce members perform essential duties required to carry out MSDH’s core mission in the event of an emergency;

2. Which workforce members may be necessary to continue MSDH operations during an emergency situation; and

3. Which workforce members perform duties which may not be necessary or cannot be performed while an emergency declaration is in effect.

For each of these groups, MSDH shall then determine which workforce members will be required to work during the emergency situation. Workforce members required to work shall be deemed “Mission Essential Personnel”. For those workforce members required to work, MSDH will review the individual job duties assigned to the included workforce members and determine which could be performed via teleworking.

Agency determinations of who must work and who may telework must be approved by the workforce member’s supervisor and the corresponding member of senior leadership.

VI. **MSDH Teleworking Agreement**

The Teleworker Agreement (“Agreement”) documents the mandatory policies in effect and the terms and conditions of teleworking. The Agreement must be signed by all parties prior to the start of teleworking acknowledging that all parties will abide by the terms and conditions of teleworking. The
Agreement must be reviewed and renewed at least annually to ensure that the guidelines for participating in the program indicate continued eligibility and are well-understood. A supervisor may elect to revise the Agreement when a need arises. In addition, the Teleworking Agreement should be reviewed and revised, if necessary, when there is a change in supervisor, job responsibilities, or change in work circumstances or performance.

The Agreement is essential to the management and legal protection needed in teleworking.

The Agreement shall cover topics including, but not limited to, the following:

1. Any workforce member who teleworks must sign a Telework Agreement;

2. Workforce member performance expectations and monitoring;

3. Liability and workers’ compensation – workforce member and employer understand who is liable and for what;

4. Safety – the workforce member must self-certify that the alternate workplace is safe and conducive to work;

5. Equipment and Devices – responsibility and use of personal and state equipment and devices at an alternate location and inventory of state equipment used outside the primary workplace;

6. Security – taking records away from the office, accessing the Agency’s computer system, and accessing information over the Internet;

7. Work schedule – when and where the workforce member will telework and procedures for overtime and leave approvals;

8. Accessibility – how the workforce member will keep in communication with clients, co-workers, supervisors, and those the workforce member may supervise while teleworking; and

9. Other relevant provisions such as termination of the Agreement, reimbursement of expenses, and standards of conduct.
VII. Workforce Member Participation

Offering the opportunity to work at an alternate workplace is at the discretion of a workforce member’s supervisor and the corresponding member of senior leadership and is expected to be temporary in nature. MSDH will monitor guidance from officials and the need for remote work arrangements. Workforce members should not assume any specified period of time for telework, and MSDH may require workforce members to return to regular, in-office work at any time.

Should the State of Emergency or pandemic event warrant, MSDH may require all workforce members, except for certain personnel, to work from an appropriate alternate workspace. Workforce members should be proactive in preparing for these circumstances to ensure workforce members have the resources necessary to work remotely.

VIII. Workspace and Work Hours

A defined workspace and defined work hours are necessary (1) to reduce the state’s exposure to risk, (2) to facilitate proper management of teleworkers, and (3) to ensure work is done in a productive environment.

1. Workspace: The teleworker shall designate a specific workspace as the telework location and will conduct work for the Agency from that location. The workforce member shall maintain a clean, safe workspace that is adequate for work and free of obstructions and distractions. The workforce member shall maintain compliance with regulatory requirements applicable to job duties and functions. To ensure that productive working conditions exist, it may be necessary for the State to make on-site visits at mutually agreed-upon times. However, this will be handled by the Agency on a case-by-case basis.

2. Work Hours: As set forth in Section 5.1 of the Mississippi State Workforce member Handbook, state law requires that all state offices be available to the public for services Monday through Friday from 8:00 a.m. until 5:00 p.m. To allow for maximum flexibility in scheduling workforce members, the appointing authority may develop modified work schedules providing for flextime or compressed work schedules. The Mississippi State Personnel Board defines a normal work schedule as eight hours per day, forty hours per week, 173.929 hours per month and 2,087 hours per year. Each part-time workforce member will be provided a schedule of working hours.

Workforce members subject to mandatory overtime must obtain approval from their supervisor before performing overtime. A non-exempt workforce member working overtime without such approval may cause the Agency to terminate the teleworking option and/or take other appropriate action. The workforce member must obtain approval in advance from his or her supervisor before taking leave during a designated telework day.
The workforce member must maintain contact with MSDH as specified in the work schedule, agency and state employee policies, and Telework Agreement.

A workforce member’s personal activities must be outside the time of.

**IX. Equipment and Supplies**

1. *General.* Office supplies (e.g., pens and paper) shall be provided by the Agency and should be obtained during the teleworker’s in-office work period. The workforce member may be expected to use his or her own furniture, telephone lines, and other equipment, if appropriate for the job function. Any use of private facilities of the workforce member will be at the workforce member’s discretion and not at the behest or expense of the State. This applies to all physical improvements and conveniences as well as services.

2. *Assignment of Portable MSDH Equipment or Devices on a Temporary Basis.* MSDH may give written permission for certain equipment or devices (e.g., computers, laptops, phones, thumb/jump drives, etc.) to be checked out and used at the designated alternate worksite (or outside of the normal workspace) by a workforce member. Approval to utilize any piece of MSDH equipment for telework purposes must be approved by the workforce member’s office director, program director, or regional administrator, and the Office of Health Information Technology (OHIT).

3. *Bring Your Own Device (BYOD).* MSDH may give written permission for certain equipment or devices (e.g., computers, laptops, phones, etc.) owned by the workforce member to be used outside of the normal workspace for work purposes. Approval to utilize any particular piece of personal equipment or device for telework purposes must be approved by the workforce member’s office director, program director, or regional administrator, and OHIT. The use of personal equipment or devices must be in compliance with applicable regulations and requirements for the teleworker’s job functions and duties.

**X. IT Resources and Network Access**

As deemed appropriate, MSDH will provide access to the Agency Network and IT resources to enable workforce members to perform their job duties while teleworking. All workforce members granted access to the MSDH Network and IT resources while teleworking are bound to any and all applicable state and Agency policies and procedures related to the use of the same while in the normal workspace.
XI. Security and Access to Information

A teleworker is responsible for maintaining privacy and security of any confidential data and information stored or accessed using agency-approved equipment and devices (including both agency-provided and personal) for work-related purposes. The workforce member must protect the security and integrity of work-related data, information, paper files, and access to Agency computer systems. State and MSDH information technology and privacy policies and procedures apply to teleworking as they would in the primary workplace.

Any teleworker granted permission to utilize their own or an agency-provided device or equipment must have installed agency-approved and/or provided technical measures to maintain the security of any work-related confidential information (e.g., protected health information (PHI), personally identifiable information (PII)) that may be held or stored on that device or equipment. Teleworkers must also adhere to any other standards given by the agency regarding the use of the device or equipment outside of the primary workspace to ensure the security and protection of work-related confidential information.

XII. Expenses

Any workforce member may work from his or her home or another alternate worksite that has been approved by their supervisor and the corresponding member of senior leadership. Mileage between the home and the workforce member's assigned office or other telework location shall be considered commute mileage and not subject to reimbursement.

Work-related, long-distance phone calls should be planned for in-office days. At the discretion of the supervisor, expenses for business-related, long-distance calls and cell phone calls which must be made from a teleworker's home may be reimbursed if the reasons and costs for the calls are documented. The teleworker is responsible for the cost of maintenance, repair, and operation of personal equipment not provided by the State.

XIII. Compensable Time

Mission essential workforce members who telework during an emergency may be eligible to receive credit for compensatory leave. Pursuant to Miss. Code Ann. § 25-3-92(2)(b):

The Governor or the appointing authority may grant administrative leave with pay to state workforce members on a local or statewide basis in the event of extreme weather conditions or in the event of a man-made, technological or natural disaster or emergency. Any workforce
member on a previously approved leave during the affected period shall be eligible for such administrative leave granted by the Governor or appointing authority and shall not be charged for his previously approved leave during the affected period.

Additionally, pursuant to Miss. Code Ann. § 25-3-92(1):

When, in the opinion of the appointing authority, it is essential that a state workforce member work after normal working hours, the workforce member may receive credit for compensatory leave. Except as otherwise provided in Section 37-13-89, when, in the opinion of the appointing authority, it is essential that a state workforce member work during an official state holiday, the workforce member shall receive credit for compensatory leave.

XIV. Liability

The workforce member’s alternate location workspace is an extension of the Agency workspace only when used for work. Workforce members may therefore be covered for workers’ compensation if they are injured while performing work on behalf of the employer in the workforce member’s home workspace during teleworking hours.

If an injury occurs during teleworking hours, the workforce member shall immediately report the injury to the supervisor. The workforce member, supervisor, and Agency must follow the state’s policies regarding the reporting of injuries for workforce members injured while at work. Fraudulent reporting of workers’ compensation claims is a crime.

The State of Mississippi is not responsible for any injuries to family members, visitors, and others in the workforce member’s home workspace. Unless granted an exception in writing by their office director, program director, or regional administrator, the teleworker may not host business guests or coworkers at the alternate workplace or any other location except the Agency’s buildings.

The State will not be responsible for any loss or damage to the teleworker’s real property, including any structures attached thereto; any personal property owned by the teleworker or any of the teleworker’s family members; or property of others in the care, custody, or control of the teleworker or any of the teleworker’s family members.

The teleworker is responsible for contacting the teleworker’s insurance agent and a tax consultant and consulting local ordinances for information regarding home workplaces. Individual tax implications, auto and homeowners’ insurance, and incidental residential utility costs are the responsibility of the teleworker.
XV. **Child and Dependent Care**

Teleworking is not a substitute for childcare or dependent care. The teleworker shall continue to make arrangements for child or dependent care to the same extent as if the teleworker was working at the main office.

XVI. **Program Reporting and Evaluation**

Workforce member agrees to participate in studies, inquiries, reports or analyses relating to teleworking at the Agency’s direction.

XVII. **Exception to the Policy**

In extenuating circumstances, the Agency head, at his or her discretion, may grant a workforce member an exception to this Policy.
MISSISSIPPI STATE DEPARTMENT OF HEALTH

TELEWORK AGREEMENT

This Telework Agreement (hereafter “Agreement”), effective ________________ (date), is between __________________________________________ (hereinafter referred to as "Workforce Member"), a workforce member at the Mississippi State Department of Health (hereinafter “MSDH” or “Agency”) and the Agency. The parties, intending to be legally bound, agree as follows:

SCOPE OF AGREEMENT

Workforce Member agrees that teleworking is at the discretion of their Office Director, Program Director, Regional Administrator or other designated management, is expected to be temporary in nature and may be terminated by the Agency with or without cause at any time. All workforce members conducting teleworking for the Agency must sign this Agreement.

Other than those duties and obligations expressly imposed on Workforce Member under this Agreement, the duties, obligations, responsibilities, and conditions of Workforce Member’s employment with Agency remain unchanged. Workforce Member’s salary and participation in the pension, benefit, and Agency-sponsored insurance plans shall remain unchanged.

The terms “remote work location,” “remote workplace,” “remote workspace,” “alternate workplace,” or “alternate workspace” or synonyms for these shall mean Workforce Member’s residence or any alternate work location approved under this Agreement. “Workplace” and “workspace” may also be used interchangeably throughout.

This Agreement shall be construed, interpreted, and enforced according to the laws of the State of Mississippi.

WORK HOURS AND LEAVE

Hours worked will be tracked and documented by completing the MSDH Telework Record. Hours must be submitted to Workforce Member’s supervisor on a weekly basis.

Workforce members subject to mandatory overtime agree to obtain advance supervisory approval before performing overtime. Working overtime without such approval may result in termination of the teleworking option and/or other appropriate action.

Workforce Member agrees to obtain advanced supervisory approval before taking leave.

ALTERNATE WORKPLACE

Workforce Member agrees that the alternate workplace specified in this Agreement is adequate for performance of Workforce Member’s official duties. Workforce Member agrees to maintain this workplace in a safe condition, free from hazards and other dangers to Workforce Member and equipment.

INSPECTIONS

Workforce Member understands that the Agency reserves the right to make on-site visits to the alternate work location for the purposes of determining if the site is conducive to productive work or to investigate Workforce Member’s workers’ compensation claim.
Inspections may also be conducted to determine if Agency equipment or devices are properly secured and are being used for the purpose intended.

**WORK SCHEDULE AND WORK STATUS**

Workforce Member agrees to develop a work schedule with Workforce Member’s supervisor. Workforce Member’s supervisor must agree in advance to any changes to Workforce Member’s work schedule. Workforce Member, as deemed appropriate by their supervisor, agrees to provide Workforce Member’s timekeeper with a copy of Workforce Member’s work schedule. Workforce Member agrees to maintain contact with the office as specified in the work schedule.

Workforce Member agrees that outside the time of work will be deemed to be in Workforce Member’s own personal time and place, unconnected with work activities.

Workforce Member agrees to perform only official duties while on work status at the telework location.

Unless granted an exception in writing by their Office Director, Program Director or Regional Administrator, Workforce Member agrees not to host any work-related meetings or have business guests at the alternate work location or any other location except the Agency’s buildings.

**WORK PERFORMANCE**

Workforce Member agrees to provide regular reports, as required by the supervisor, to help evaluate work performance. Workforce Member understands that a decline in work performance may result in termination of this Agreement by Agency.

Workforce Member understands that the expectation of fulfillment, of given job responsibilities does not change when teleworking versus working in their primary workspace. This includes but is not necessarily limited to: maintaining communication with supervisors, management, subordinates, clients and/or patients; meeting deadlines for assigned tasks; fulfilling training requirements; adhering to privacy and security policies; proper use of work-provided resources (e.g., Agency network access, laptop, phone, supplies); and proper conduct towards coworkers.

**STANDARDS OF CONDUCT**

Workforce Member agrees to be bound by Agency regulations, policies, and procedures while working at the alternate workplace. Violation of the foregoing may result in disciplinary action and/or termination of this Agreement.

**SUPPLIES**

Workforce Member agrees to obtain from the primary workplace all supplies needed for work at the alternate workplace and understands that out-of-pocket expenses for supplies regularly available at the central workplace will not be reimbursed unless previously approved by Agency.
**EQUIPMENT**
The Workforce Member understands that he/she is expected to use his/her own furniture, telephone lines, and all other equipment when teleworking unless otherwise specified in this Agreement. Workforce Member and Agency understand that all documents, devices and equipment provided by Agency for teleworking purposes are state-owned property and shall be treated in accordance with applicable state and Agency policies and procedures.

*Assignment of Portable MSDH Equipment on a Temporary Basis.* MSDH may give written permission for certain equipment or devices (e.g., computers, laptops, phones, thumb drives/jump drives, etc.) to be checked out and used at the designated alternate worksite (or outside of the normal workspace) by Workforce Member. Approval to utilize any piece of MSDH equipment for telework purposes must be approved by Workforce Member’s Office Director, Program Director, or Regional Administrator as appropriate, and the Office of Health Information Technology (OHIT).

A Hand Receipt of State Property form [Form 1134] must be completed noting all agency inventoried equipment or property assigned to Workforce Member for teleworking purposes. All state-provided items must also be listed below in the “Equipment, Supplies, and Department Assets” section as well.

*Bring Your Own Device (BYOD).* MSDH may give written permission for certain equipment or devices (e.g., computers, laptops, phones, etc.) owned by Workforce Member to be used outside of the normal workspace for work purposes. Approval to utilize any piece of personal equipment or personal device for telework purposes must be approved by Workforce Member’s Office Director, Program Director or Regional Administrator as appropriate, and OHIT. Indicate in the “Special Conditions and Additional Agreements” section below any personal devices or equipment for which approval is sought for telework use.

**MSDH IT RESOURCES AND NETWORK ACCESS**
As in the primary workplace, while teleworking Workforce Member agrees to abide by any and all applicable state and Agency policies and procedures related to the use of Agency IT resources and the MSDH Network.

**SECURITY OF CONFIDENTIAL INFORMATION**
Workforce Member agrees that all Agency-owned data, files, software, equipment, facilities, and supplies must be properly protected and secured. Agency-owned data, software, equipment, facilities, and supplies must not be used to create Workforce Member-owned software or personal data. Any software, products, or data created as a result of work-related activities are owned by Agency and must be produced in the approved format and medium.

Workforce Member agrees to protect Agency records from unauthorized disclosure or damage and will comply with all requirements of law regarding disclosure of Agency information.

Workforce Member agrees to adhere to federal and state laws and regulations for maintaining the privacy and security of work-related confidential data stored or utilized on agency-approved and/or personal equipment and devices. These standards apply to any and all designated approved workspaces. Workforce Member must protect the security and integrity of work-related data, information, paper files, and access to Agency computer systems. State and MSDH information technology policies and procedures and technology use policies apply to teleworking as they would to work done in the primary workplace.

A workforce member granted permission to utilize their own device or equipment (BYOD) or an agency-provided
device or equipment must have in place agency-approved and/or -provided technical measures to maintain the security of any work-related confidential information (e.g., protected health information (PHI), personally identifiable information (PII)) that may be held or stored on that device or equipment. Teleworkers must also adhere to any other agency standards regarding the use of the device or equipment outside of the primary workspace to ensure the security and protection of work-related confidential information.

**Reimbursement**

Workforce Member agrees that Agency will not be responsible for operating costs, home maintenance, or any other incidental cost (e.g., utilities, insurance) whatsoever associated with the use of Workforce Member’s residence or Workforce Member’s computer equipment. Agency will reimburse Workforce Member for expenses authorized by Workforce Member’s supervisor ahead of time and incurred while conducting business for Agency.

**Liability for Injuries**

Workforce Member understands that Workforce Member is covered under the Mississippi Workers’ Compensation law if injured in the course of performing official duties at the designated telework workspace during the agreed-upon telework work hours. Workforce Member agrees to notify Workforce Member’s supervisor immediately of any accident or injury that occurs at the alternate telework location and to complete any required forms. Agency agrees to investigate such a report immediately.

Workforce Member understands that the Agency will not be responsible for any loss or damage to the teleworker’s real property, including any structures attached thereto; any personal property owned by the teleworker or any of the teleworker’s family Members; or property of others in the care, custody, or control of the teleworker or any of the teleworker’s family Members.

Workforce Member is responsible for contacting Workforce Member’s insurance agent and a tax consultant and consulting local ordinances for information regarding home workplaces. Individual tax implications, auto and homeowners’ insurance, and incidental utility costs are the responsibility of the teleworker.

**Other Action**

Nothing in this Agreement precludes Agency from taking any appropriate disciplinary or adverse action against Workforce Member if Workforce Member fails to comply with the provisions of this Agreement or terms and conditions of employment.

**Designation of Telework Workspace**

Workforce Member designates the following workspace:

<table>
<thead>
<tr>
<th>Location Description</th>
<th>Physical Address</th>
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EQUIPMENT, SUPPLIES, AND DEPARTMENT ASSETS
List any Agency or state equipment or device that will be used at the alternate workplace (attach additional documentation as needed):

<table>
<thead>
<tr>
<th>Item</th>
<th>Inventory No.</th>
<th>Date Out</th>
<th>Date Returned</th>
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*Please complete a Hand Receipt of State Property (Form 1134) for all items listed above.

SPECIAL CONDITIONS AND ADDITIONAL AGREEMENTS

_____________________________________________________

_____________________________________________________

_____________________________________________________

_____________________________________________________

_____________________________________________________

_____________________________________________________

_____________________________________________________

_____________________________________________________

_____________________________________________________

INITIALS: WORKFORCE MEMBER _____ PROGRAM/OFFICE DIR/REG ADMIN _____ OHIT _____
TERM OF AGREEMENT
This Agreement shall become effective as of the date written on the first page and shall remain in effect until terminated by written notice (via email, letter or any other means of written communication) from the teleworker’s supervisor.

PROVISIONS FOR CANCELLATION OF AGREEMENT
Workforce Member’s participation as a teleworker is at the discretion of MSDH and is available only as long as Workforce Member is deemed eligible. Teleworking at an alternate work location is not an entitlement or benefit of employment. MSDH may terminate Workforce Member’s participation as a teleworker with or without cause. Workforce Member should not assume any specified period of time for telework, and MSDH may require Workforce Member to return to regular, in-office work at any time. The Agency will not be held responsible for costs, damages, or losses resulting from cessation of participation as a teleworker. This Agreement is not a contract of employment and may not be construed as one.

(Signature page follows.)
I have read and understand this Agreement and the State of Emergency or Pandemic Event Telework Policy, which is incorporated herein, and agree to abide by and operate in accordance with the terms and conditions described in both documents. I agree that the sole purpose of this Agreement is to regulate telework and that it does not constitute an employment contract nor an amendment to any existing contract and may be cancelled at any time.

WORKFORCE MEMBER SIGNATURE

______________________________

WORKFORCE MEMBER NAME

______________________________

OFFICE/PROGRAM DIR/REGIONAL ADMIN SIGNATURE

DATE

OFFICE/PROGRAM DIR/REGIONAL ADMIN NAME

______________________________

MSDH HEALTH INFORMATION TECHNOLOGY SIGNATURE

DATE

MSDH HEALTH INFORMATION TECHNOLOGY NAME

______________________________
Hand Receipt of State Property
Mississippi State Department of Health

For: ___________________________  Date: ___________________________

Workforce Member Name

Unit, Department and/or Location

NOTE: This form must be renewed every 90 days.

This is to certify that I have the agency property listed below in my possession and that I am using this property to conduct official MSDH agency business away from my official duty station. I accept financial responsibility if said property if lost, damaged or stolen due to my negligence or failure to follow approved policies and procedures.

MSDH reserves the right to require me to return possession of the following item(s) to MSDH at any time.

<table>
<thead>
<tr>
<th>Inventory Number</th>
<th>Serial Number</th>
<th>Location Code</th>
<th>Description</th>
<th>Date Returned</th>
<th>Responsible Person</th>
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(Signature Page Follows)
Instructions for Form 1134

Purpose: Completed form will provide a record of property assigned to staff for continuous, routine use for the conduct of agency business while away from their official duty station. If the property is an IT resource, a member of the Office of Health Information Technology (OHIT) will need to sign for those resources, regardless of location code.

Instructions:
To be completed by Responsible Person to whom property is assigned:

- Workforce Member Name and Unit, Department and/or location where that employee works
- Date
- Complete boxes for Inventory Number, Serial Number, Location Code and Description of property

Workforce member receiving property must sign on signature line to attest to compliance with certification statement.

Responsible Person should print and sign their name to approve.

If different from the Responsible Person, Office/Program Director of the workforce member should print and sign their name to approve.

If the item(s) is an IT resource, a member of OHIT must sign their name to approve.

When property is returned Responsible Person must date and initial in the columns provided.

Office Mechanics and Filing:
Completed forms are kept by issuing Responsible Person and may be requested by State Auditor at any time.

Retention Period: Completed forms are kept indefinitely.
Acknowledgement of Receipt of the Privacy Policy and Procedures Manual

Effective Date: January 16, 2020

In order to comply with the privacy provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Privacy Policy and Procedures Manual contains the policies and procedures to be followed by all MSDH employees. The Manual is located on the intranet at Manuals/Agency.

I acknowledge that I have read and been informed of the content, requirements, and expectations of the HIPAA Privacy Policy and Procedures Manual (M-906) for MSDH.

I have read and understand the contents of the manual and will act in accord with these policies and procedures as a condition of my employment with MSDH.

I understand that if I have questions, at any time, regarding the manual, I will consult my immediate supervisor or the MSDH Privacy Officer for clarification.

Please read the Privacy Policy and Procedures Manual to ensure that you understand the policy before signing this document.

Employee Printed Name: ____________________________________________

Employee Signature: ___________________________ Date: ________________