

DIVISION OF SERVICES FOR PEOPLE WITH DISABILITIES

**Division of Services for People with Disabilities
Home Office Agreement**

A Home Office is an arrangement that the Division of Services for People with Disabilities (Division) may choose to make available to employees only when such an arrangement represents a measureable benefit to Division operations and the arrangement is appropriate under the guidelines set forth in the Division's Home Office Agreement Directive.

A Home Office is not a formal, universal employee benefit, but rather an alternate method of meeting the needs of the Division and its clients. A Home Office is not an employee "right" and may be modified or terminated at any time by the employee's supervisor or the Division Director.

In signing this agreement, the employee and employee's supervisor agree that the provisions set forth in the Division's Home Office Agreement Directive govern this agreement and that all representations set forth in this agreement and the Home Office Feasibility Worksheet are true and accurate to the best of the employee and employee's supervisor's knowledge. The employee agrees to abide by the provisions in the Division's Home Office Agreement Directive. In addition, the employee agrees to abide by the following conditions:

1. This Home Office Agreement shall be in effect for the duration of one (1) year from the initial date signed by the Division Director below. At the expiration of that one (1) year, the employee and employee's supervisor must review the home office arrangement to determine the appropriateness of continuing the agreement. The employee and employee's supervisor must certify the appropriateness of an extension by signing the Home Office Feasibility Worksheet and the Home Office Agreement where indicated. If circumstances have changed to the point where the information in a previously submitted Home Office Feasibility Worksheet needs to be updated, the employee and employee's supervisor must submit an updated Home Office Feasibility Worksheet, setting forth the appropriateness of continuing the home office arrangement. The home office arrangement must be reviewed in this way every year.
2. Regardless of circumstances, the employee and employee's supervisor must renew the home office arrangement by completing a new Home Office Feasibility Worksheet and signing a new Home Office Agreement every three (3) years.
3. Employee salary, job responsibilities, benefits and company-sponsored insurance coverage will not change due to the employee working from a home office.
4. Working from a home office does not change the amount of time the employee is expected to work. Time sheets must be submitted according to the employee's regular schedule.
5. For the purpose of defining the employee's scheduled working hours, during which the employer has liability for job related accidents or illnesses and during which worker's compensation laws apply, it is understood that the employee's work hours will conform to the schedule set forth in this agreement.

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6. Any changes or extension to the above mentioned schedule with respect to worker's compensation coverage must be reviewed and approved by the supervisor in advance.
7. Employees will not be approved for a home office unless they meet the guidelines set forth in the Division's Home Office Agreement Directive, as demonstrated by the Home Office Feasibility Worksheet.
8. Since the employee's home work space will be considered an extension of the Department and Division work space, the state's liability for job-related accidents to employees will continue to exist during the scheduled work hours.
9. A designated and separate work space must be maintained by the employee at the home office location. Workers' compensation liability will be limited to this separated work space as opposed to applying to all areas of the home.
10. As this liability will extend to accidents which may occur in the home office location, the employer retains the right to make on-site inspections of this work area to ensure that a separate work space has been designated, and safe work conditions exist.
11. On-site visits by the employer may also be made for the purpose of retrieving equipment and other state property in the event of the employee's long-term illness or termination.
12. Any hardware or software purchased by the state remains the property of the state and will be returned to the Division or Department at the termination of the home office agreement or the termination of the employee.
13. State-owned software may not be duplicated except as formally authorized by the Office of Technology.
14. Adequate precautions shall be taken to ensure confidentiality of all sensitive information, including client files. The employer reserves the right to make on-site inspection of the work area to ensure there is an adequate and secure system in place to ensure confidentiality of all sensitive information.
15. The state will, on a case by case basis, provide computer and office equipment to an employee to use in the home office location to conduct state business.
16. Except for minor, incidental use during non-working hours, state equipment in a home office shall not be used for personal purposes. Any personal use of state equipment must comply with the Department of Human Services Policy on the Appropriate Use of Information Technology Resources.
17. The Division will only reimburse reasonable expenses that are justified by a business need according to the guidelines set for the in the Division's Home Office Agreement Directive, and only after adequate justification and demonstration that such expenses represent the best

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option that minimizes costs to the Division. All expenses, which the employee wishes to have reimbursed, must be reviewed and approved by the employee’s supervisor and by the Division Director.

- 18. Supplies required to complete assigned work at the home office location must be obtained during visits to the Division office or through the Division staff assigned to make such purchases. Out-of-pocket expenses for supplies available at the Division office will not normally be reimbursed.
- 19. Expenses not specifically covered above will be dealt with on a case-by-case basis, taking into account the reasonableness of the expense, other expenses reimbursed for the same employee, and the overall Division office budget.
- 20. Working from a home office is not a substitute for adult or child care. Employees who work from a home office and who care for others in the home are expected to have someone else care for them during the employee’s agreed-upon work hours. If the employee pays for adult or child care services, the employee must submit monthly invoices demonstrating that adequate care arrangements remain in place. If adult or child care is provided without payment, the care provider must sign this Home Office Agreement below and indicate the number of hours provided per week.
- 21. Individual tax implications related to the home work space shall be the responsibility of the employee.

Employee’s Approved Home Office Location

Address: _____

Telephone: _____

Work Hours Available for Telephone Contact _____

Local Calling Area for Home Office Location (Ogden, Provo, Salt Lake): _____

Scheduled Hours Per Week at Home Office Location: _____.

If the employee cares for adult(s) or child(ren) in the home, please indicate the number of work hours per week that care is required and the selected method for ensuring adequate care is in place (select both methods if applicable):

Work Hours Per Week that Care is Required: _____.

Employee pays for care services and will submit monthly invoices demonstrating adequate care remains in place.

Number of hours per week that paid services are used: _____.

Care is provided without payment and care provider(s) will sign below and indicate the number of care hours provided per week:

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Year 2 Extension:

Employee Signature

Date

Supervisor Signature

Date

Division Director Signature

Date

Note: Do not sign this extension if the information contained in this feasibility worksheet is in any way outdated or in need of updating. You must submit a new feasibility worksheet with the most current information and sign a new Home Office Agreement.

Year 3 Extension:

Employee Signature

Date

Supervisor Signature

Date

Division Director Signature

Date

Note: Do not sign this extension if the information contained in this feasibility worksheet is in any way outdated or in need of updating. You must submit a new feasibility worksheet with the most current information and sign a new Home Office Agreement.

At the end of this year, to continue the current home office arrangement, the employee and employee's supervisor must submit a new Home Office Feasibility Worksheet and sign a new Home Office Agreement.
