
 <p><b>HAWAII HEALTH SYSTEMS CORPORATION</b> <i>Quality Healthcare for All</i></p> <p><b>PROCEDURE</b></p>	<p><b>Department:</b></p> <p><b>Human Resources</b></p>	<p><b>Procedure No.</b></p> <p><b>HR 0020B</b></p>
		<p><b>Supersedes Procedure No.:</b></p>
<p><b>Subject:</b></p> <p><b>Telework Program</b></p>	<p><b>Approved By:</b></p>  <p>By: Linda Rosen, M.D., M.P.H. Its: President &amp; CEO</p>	<p><b>Approved Date:</b></p> <p>May 26, 2022</p>
		<p><b>Last Reviewed:</b></p> <p>April 27, 2022</p>

**I. PURPOSE:**

To establish procedures to implement the Telework Program.

**II. DEFINITIONS:**

**“Agreement”** means an agreement regarding an employee's participation in the Telework Program, approved by the Appointing Authority, and the union, as applicable, which establishes AGREEMENT TERMS for program implementation as set forth in the procedures.

**“Appointing Authority”** means the Regional Chief Executive Officer (RCEO) or President & Chief Executive Officer (PCEO) of HHSC, as applicable, or their designee(s), who have been empowered to enter into an Agreement for Telework with an employee.

**“Central Work Site”** means the employee’s established place of work at an HHSC facility, region, or Corporate Office.

**“Core Hours”** means hours when a Teleworker shall be available for contact at their Home-Based Work Site or Remote Work Site unless leave is authorized or the Teleworker is directed to the Central Work Site by supervisory personnel. Core Hours differ from Work Hours as Teleworkers have flexibility in scheduling Work Hours outside of Core Hours, which may vary at times; conversely, Core Hours remain intact at all times, are not flexible, and cannot be changed without supervisory approval.

**“Home Based Work Site”** means an area of the employee’s home dedicated to the use of the Telework Program, which area shall allow employee to maintain the confidentiality of personal health information and personal identifying information. Employees shall perform the functions, duties, and responsibilities of their position from the Home Based Work Site.

**“Emergency Application”** means that participation in the Telework Program may be required as a result of unforeseen circumstances or emergent situations that may include but are not limited to: Governor-declared public health emergency or a state-emergency, a pandemic, natural disasters such as tsunamis, hurricane, earthquake, and high winds, or other unforeseen, emergency circumstances such as water being shut down or no electricity in the building that may require the employee to work from home or a remote location.

**“Projected Goals”** means a level of productivity that the employer has established with the employee to successfully comply with the Telework Policy.

**“Regular/Hybrid Telework”** means telework that is performed on a work schedule approved by the supervisor. Regular work schedule could include Home Based or Remote Work Site

40 hours a week unless requested to be at the Central Work Site. Hybrid work schedule could include a combination of reporting to the Central Work Site and the Home Based or Remote Work Site as approved by the supervisor.

**“Remote Work Site”** means a work site that is geographically in a location other than the Central Work Site or Home Based Work Site, with available desk space and/or adequate work-area.

**“Telework”** means a work arrangement that allows employees the opportunity to perform their job duties at a Home Based or Remote Work Site.

**“Teleworker”** means an employee who has been approved by an Appointing Authority to participate in the Telework Program and is subject to all provisions in the Telework Program policy and procedure.

**“Temporary Telework”** means telework that is performed on a work schedule approved by the supervisor at a Home Based or Remote Work Site due to an Emergency Application.

**“Work Hours”** means an employee’s work schedule of a work week comprising 40 hours per week. Work schedules may vary as an 8-hour shift, 10-hour shift or 12-hour shift and may differ from Core Hours.

### **III. PROCEDURES:**

#### **AGREEMENT TERMS:**

An employee approved for participation in the Telework Program shall enter into an Agreement utilizing Attachment 2 (Supplemental Agreement) as a template. The following terms shall apply, unless the Agreement explicitly states otherwise:

#### **A. Employee Participation and Duration**

1. The Telework Program is open to all employees of HHSC, provided the position’s work requirements, and work performance are deemed suitable for the program by the Appointing Authority and sufficient supervision is available to properly implement and monitor the Agreement.
2. Employee participation is voluntary, except if participation was a condition for continued employment upon initial hire or if due to an Emergency Application.
3. Teleworkers retain all rights, salary, benefits, and insurance coverage pertaining to their conditions of employment as contained in Chapter 2, HHSC Human Resources Rules; relevant collective bargaining agreements; and Chapter 76, Hawaii Revised Statutes, as applicable, except for those conditions which are specified herein. The Telework Program does not alter the terms and conditions of the employee’s respective appointments, work status, or work responsibilities.
4. All requests for employee participation in an Agreement shall be reviewed and determined by the Appointing Authority or the designated representative.
5. Employees have the right to refuse initial participation in the Telework Program and the right to terminate their Agreement in the Telework Program with at least fourteen (14) calendar days’ notice and return to the Central Work Site, except if participation was a condition for continued employment upon initial hire or if due to an Emergency Application.

6. Teleworkers shall comply with HHSC rules, regulations, policies, practices, and/or instructions in the performance of their duties. Violation may result in an employee's exclusion from further participation in the Telework Program and/or disciplinary action, up to and including termination of employment.
7. Teleworkers are required to report to the Central Work Site at the sole direction of the respective supervisor to meet regarding work assignments, attend staff meetings, and perform any other work as determined at the discretion of the supervisor.

## **B. Work Hours**

The Teleworker shall not work more than forty (40) hours per week without prior written supervisory approval. The scheduled work hours may be an 8-hour shift, 10-hour shift, or 12-hour shift per day in compliance with FLSA law and collective bargaining agreements and may differ from the Core Hours.

## **C. Work Schedule**

The amount of work Teleworkers are expected to complete per day or per pay period remains unchanged. Teleworkers shall be available at their Home-Based or Remote Work Site during a portion of the Core Hours unless a request is approved for leave or the Teleworker is directed to the Central Work Site or other work site designated by the supervisor. Teleworkers may be directed by the supervisor to report to the Central Work Site to perform duties that cannot be accomplished at the Home-Based or Remote Work Site, or when the use of the Home-Based or Remote Work Site is impracticable (e.g., the computer is being repaired). Teleworkers may also be directed to perform their work at the Central Work Site for a specified period of time if deemed necessary by the supervisor due to unforeseen circumstances (e.g., extended absence by another employee). When Teleworkers are scheduled to report to work at the Central Work Site, they shall report at the time specified by the supervisor. Any changes to the agreed upon work schedule shall be approved in advance by the supervisor (see Attachment 3 – Employee's Telework Schedule).

## **D. Work Assignments/Evaluations**

Teleworkers shall meet on a regular basis with the supervisor to receive work assignments and to review completed work, as directed. The effectiveness of the Telework Program and employee's work performance shall be measured by focusing on quality, quantity, and timeliness of work product.

## **E. Attendance Records**

Teleworkers may be required to complete semi-monthly timesheets and/or other attendance reports to verify Work Hours and as requested by the supervisor. Teleworkers shall log the number of hours worked each day on the timesheet and shall sign to certify its accuracy and as requested by the supervisor.

Teleworkers who are not exempt from overtime under the Fair Labor Standards Act (FLSA) shall not work more than eight (8) hours per day and/or forty (40) hours per week without prior written supervisory approval or as stipulated in the collective bargaining agreement. The supervisor shall review their respective Teleworkers' timesheets to ensure such Teleworker is not working more than eight (8) hours per day and/or forty (40) hours per week without their approval. Teleworkers not exempt from overtime under FLSA who work in excess of eight (8) hours per day and/or forty (40) hours per week without written approval from the supervisor shall be subject to discipline up to and including

termination. Teleworkers whose fulltime equivalent (FTE) are less than 100% will be prorated accordingly.

#### F. Leaves of Absence

Teleworkers shall obtain supervisory approval before taking leaves of absence in accordance with established office procedures, collective bargaining agreements, or other applicable authority. Teleworkers who are not available during scheduled Work Hours due to personal business or illness, shall notify the supervisor and request authorized leave. If leave is granted, the appropriate leave documents shall be completed as soon as practicable. When Teleworkers become ill on a scheduled Telework work day, the Teleworker shall notify the supervisor, report the hours worked, and apply appropriate leave to cover hours not worked.

#### G. Overtime

All Work Hours worked in excess of eight (8) hours per day or forty (40) hours per week shall have prior supervisory approval and shall constitute overtime work compensable (or not compensable) in accordance with applicable law, collective bargaining agreements, rules, and regulations.

#### H. Travel

Travel time for one round trip between the Home-Based or Remote Work Site and the Central Work Site shall not be creditable toward meeting regular Work Hour requirements on each day that the Teleworker is scheduled to report to the Central Work Site. If the Teleworker is required to make more than one such round trip on the same work day, regular Work Hour credit shall be granted for the duration of each additional round trip, provided travel is completed during Work Hours and approved/authorized by the Teleworker's supervisor. Payment for mileage reimbursement is only authorized for trips in excess of five round trips between the Home-Based or Remote Work Site and the Central Work Site per work week, provided travel is completed during Work Hours and approved/authorized by the Teleworker's supervisor. No reimbursement for parking lot charges shall be allowed.

#### I. Home-Based or Remote Work Site

For optimal performance, the Home-Based or Remote Work Site shall utilize a desk space and/or an adequate work area in the home dedicated to the exclusive use of the Telework Program to perform job duties in a safe and efficient manner. The Teleworker shall ensure a productive and safe work environment. The Teleworker may be requested to allow supervisory access to the Home-Base or Remote Work-Site, after consultation and approval by the Regional Chief Human Resources Officer (RCHRO) or designee for regional requests or Vice President & Chief Human Resources Officer (VP & CHRO) or designee for corporate office requests. Exceptions to this may include not having a dedicated approved Home-Based or Remote Work Site due to an Emergency Application.

#### J. Equipment

1. At its discretion, HHSC may provide Teleworkers with a work computer as well as software and requisite data supplies. A modem, dedicated telephone line, and related items may also be supplied in some instances. Use of the foregoing (if provided by HHSC) shall be strictly limited to HHSC-related purposes and any other use may subject an employee to discipline up to and including termination. In the event that any of the items listed above are not provided by HHSC, Teleworkers shall bear all costs of the same as a condition of their participation in the Telework Program. (See

2. All reasonable costs relating to the installation, use, and maintenance of HHSC equipment shall be paid by HHSC.
3. If required in order to fulfill a Teleworker’s job duties, Teleworkers agree to maintain and bear all costs related to high-speed internet service at their Home-Based or Remote Work Site as a condition of their participation in the Telework Program.
4. Teleworkers are responsible for the proper use, care, maintenance, and reasonable safety/security precautions to guard against theft and damage. The equipment and supplies shall be protected against unauthorized use (e.g., using or allowing others to use the equipment for non-HHSC business). HHSC purchased software shall not be duplicated, except as authorized by the supervisor.
5. HHSC equipment shall remain the property of HHSC and shall be returned promptly at the end of the Telework Agreement or when directed by the supervisor (See Attachment 5 – Property Provided to Employee by Facility).
6. Teleworkers who receive Appointing Authority approval to utilize a personal computer understand that HHSC shall not be liable for the care and/or any damage or depreciation to a Teleworker’s personal equipment. Teleworkers shall ensure personal equipment meets HHSC standards and is compatible with HHSC equipment. Such personal equipment shall be utilized by the Teleworker, at no cost to HHSC.
7. Teleworkers agree to comply with all I/T, compliance, security, and related policies and standards when using HHSC computer equipment or personal computer for work related activities. Teleworkers are responsible for computer access codes and confidential information, documents, and data. Reasonable standards of security pertain to what may be judged to be sound or rational preparations that are appropriate to each individual remote work site setting. Teleworkers understand and agree that the use of HHSC’s Virtual Private Network (VPN) may be periodically examined by I/T and other staff to ensure compliance with this section and to monitor efficiency and adherence to core hour requirements. (See Attachment 7 – HHSC’s Information Systems Access Policy - ITD 0005A).

K. Supplies

Supplies required to complete assigned work shall be obtained during a Teleworker's scheduled work days at the Central Work Site. Reimbursement of supply purchases for work related activities shall not be allowed without prior supervisory approval and documentation of the purchase.

L. Work Materials

Work materials that are deemed restricted access such as payroll records, medical records, and other confidential or protected information shall not be taken from the Central Work Site without the written consent of the supervisor.

M. Rent/Lease/Condominium Restrictions

Any restrictions on the use of a Teleworker's home through clauses in lease agreements, condominium rules or cooperative bylaws, or community covenants shall be the Teleworker’s responsibility to resolve prior to the commencement of the Agreement.

## N. Other Costs

Teleworkers shall be responsible for any and all costs relating to homeowner's or renter's insurance premiums, tax implications related to the Home-Based Work Site, Remote Work Site and/or other personal liabilities such as, but not limited to, injuries to third parties on the Teleworker's premises. The Teleworker agrees to indemnify and hold harmless HHSC against any claims brought by third parties as a result of the employee using the premises for Telework purposes.

## MANAGEMENT PREROGATIVE AND RESPONSIBILITIES:

- A. Participation in the Telework Program is a management prerogative and the best interests of the operation shall be the primary factor in reviewing individual requests. Appointing Authorities shall review each Agreement on an annual basis to determine if it is meeting HHSC's objectives as detailed in the policy and procedures.
- B. Appointing Authorities shall determine Telework Program length and equipment needs and identify financial resources to fulfill those needs, number of Telework work days per week, Core Hours, and the Teleworker's duties and responsibilities at the Home-Based or Remote Work Site.
- C. Appointing Authorities shall determine the cost effectiveness of individual Agreements. Cost effectiveness is a major criterion in accepting, rejecting, or terminating individual Agreements. Increased cost to HHSC shall be offset by cost savings for increased productivity and reduced absenteeism.
- D. Secure the cooperation of affected bargaining units for the Agreement, obtain required Appointing Authority signatures, and submit to the RCHRO, VP & CHRO or designee for review.
- E. After consultation and approval by the RCHRO or designee for regional employees or VP & CHRO or designee for corporate employees, an Appointing Authority may request access to the Telework employee's Home-Based or Remote Work Site during Core Hours to monitor for compliance with the Agreement.
- F. Review, monitor, and evaluate job performance by focusing on the quality, quantity, and timeliness of the work product.
- G. Ensure Teleworkers and Central Work Site staff understand the Telework Program, how it works, and their role in overall operational and program efficiency.
- H. Review, monitor, and evaluate employee participation in the Telework Program as well as its impact on overall operations.
- I. Appointing Authorities have the right to deny requests for participation in the program, and the right to terminate any individual's participation in the program with at least fourteen (14) calendar days' notice. This right is unconditional and does not require an explanation to the employee.
- J. Appointing Authorities also have the right to terminate employee participation in the program with less than fourteen (14) calendar days' notice if the employee fails to meet projected goals or violates any terms of the agreement or for other cause.
- K. Factors to consider by the Appointing Authority in authorizing an Agreement with an employee may include, but are not limited to the following:

1. Handling of information such as reading, writing, telephone, computer programming, data entry, and work processing;
  2. Require little daily face-to-face interaction with others and long stretches of time when the employee may operate independently;
  3. Work is project-oriented or where segments are clearly defined and generated within specified periods of time;
  4. Employee communications or information transfers may take place during Central Work Site visits or over telephone lines.
- L. Factors that may indicate a successful Teleworker may include, but are not limited to the following:
1. High level of productivity;
  2. Able to work with minimal direct supervision;
  3. Conscientious about work time;
  4. High level of skill and job knowledge;
  5. Good organizational and time management skills; and
  6. The employee's particular circumstances/reasons for requesting Telework.

#### EMPLOYEE RESPONSIBILITIES:

- A. Comply with HHSC rules, regulations, policies, practices, and/or instructions in the performance of work duties. Violation may result in a Teleworker's exclusion from further involvement with the Telework Program and/or disciplinary action, up to and including termination of employment.
- B. Request supervisory approval for sick, vacation, or other leaves and overtime work as if working at the Central Work Site. Teleworkers may be required to complete and submit semi-monthly timesheets and/or other attendance reports as requested by the supervisor.
- C. After consultation and approval by the RCHRO or designee for regional employees or VP & CHRO or designee for corporate employees, the employee may be asked to allow an Appointing Authority access to the Home-Based or Remote Work Site during Core Hours to monitor for compliance with the Agreement.
- D. Report immediately work-related injuries to the supervisor.
- E. Ensure confidentiality of computer access codes and other confidential documents.
- F. Participate in studies or research relating to the Telework Program.
- G. Report, as directed, to the Central Work Site by supervisory personnel.
- H. Review all written materials such as memos and announcements and perform any required work which is impracticable to do at the Home-Based or Remote Work Site while assigned at the Central Work Site.

- I. Remain liable for tax implications, insurance concerns, and other personal liability issues.
- J. Return promptly HHSC equipment at the end of the Agreement or when directed by supervisory personnel.

**PROCESS FOR AN EMPLOYEE'S PARTICIPATION:**

- A. An employee wishing to participate in the Telework Program shall first discuss teleworking and potential benefits with the supervisor. If the supervisor makes a preliminary determination that participation may be beneficial to HHSC, the employee shall fill out Attachment 1 (Employee Request for Telework Participation).
- B. An employee may be requested to temporarily work remotely by the supervisor due to an Emergency Application and shall fill out Attachment 1 (Employee Request for Telework Participation).
- C. The supervisor shall review work content, employee knowledge, and performance and decide on program suitability (consistent with Telework Program Policy HR 0020A).
- D. If an employee's supervisor approves of the employee's participation in the Telework Program or requests the employee to temporarily work remotely, the employee shall fill in all information required in Attachment 2 (Supplemental Agreement), including written duties, responsibilities, and other program requirements. The Employee shall also fill out Attachment 3 (Employee's Telework Schedule), Attachment 4 (Home-Based or Remote Work Site Safety Guidelines), and Attachment 5 (Property Provided to Employee By [Facility]). Once this is completed, the Agreement shall be signed by the employee's supervisor, the employee and, where applicable, the employee's union representative, and submit to the Appointing Authority for approval (NOTE: The Agreement may be customized to meet each employee's situation.)
- E. Employees shall receive a copy of the fully executed Agreement and the duties and responsibilities to be performed at the Home-Based or Remote Work Site.

**EVALUATION:**

Periodic evaluation of the Telework Program effectiveness shall be conducted involving management and employees to monitor the benefits of Telework.

**IV. ATTACHMENT(S):**

Attachment 1: Employee Request for Telework Participation  
Attachment 2: Supplemental Agreement  
Attachment 3: Employee's Telework Schedule  
Attachment 4: Home-Based or Remote Work Site Safety Guidelines  
Attachment 5: Property Provided to Employee By (Facility)  
Attachment 6: HHSC's PC Hardware and Software - Acquisition & Use – ITD 0001A&B  
Attachment 7: HHSC's Information Systems Access Policy - ITD 0005A



**EMPLOYEE REQUEST FOR TELEWORK PARTICIPATION**Regular/Hybrid ☐ Temporary ☐

REGION (or Corporate Office): \_\_\_\_\_

DIVISION: \_\_\_\_\_

EMPLOYEE'S NAME: \_\_\_\_\_

WORK ADDRESS: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_

EMPLOYEE'S JOB TITLE: \_\_\_\_\_

INCLUDED \_\_\_\_\_ EXCLUDED \_\_\_\_\_ BARGAINING UNIT \_\_\_\_\_

SUPERVISOR'S NAME: \_\_\_\_\_

SUPERVISOR'S JOB TITLE: \_\_\_\_\_

DESCRIPTION : NUMBER OF DAYS PER WEEK: \_\_\_\_\_

PROPOSED WORK SCHEDULE/WORK HOURS: \_\_\_\_\_

JOB TASKS: (Please attach additional sheets as necessary.)

BENEFITS TO HHSC: (Please attach additional sheets as necessary.)

EQUIPMENT NEEDS:

COMPUTER \_\_\_\_\_ PROVIDED BY \_\_\_\_\_

TELEPHONE LINE \_\_\_\_\_ OTHER \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
EMPLOYEE NAME (PLEASE PRINT)\_\_\_\_\_  
EMPLOYEE SIGNATURE/DATE

EMPLOYEE Name: \_\_\_\_\_

(Select: Included ☐ or Excluded ☐ )

## SUPPLEMENTAL AGREEMENT

This SUPPLEMENTAL AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the "Supplemental Agreement"), by and between \_\_\_\_\_ (EMPLOYEE OR UNION), hereinafter referred to as the \_\_\_\_\_ ("Employee" OR "Union") and the HAWAII HEALTH SYSTEMS CORPORATION ("HHSC") hereinafter referred to as the "Employer." This Memorandum shall be effective from \_\_\_\_\_ to, including, \_\_\_\_\_. (Date) (Date)

WHEREAS, "certain employees in the \_\_\_\_\_, (Region)..."

OR

WHEREAS, "certain employees in Bargaining Unit # \_\_\_\_\_ of the \_\_\_\_\_ (Region), per Article # \_\_\_\_\_ of the \_\_\_\_\_ Bargaining Unit Agreement, which provides for changes in conditions of work by mutual consent"; and

...have agreed to participate in the Telework Program for \_\_\_\_\_ (length of time).

THEREFORE, the Employer and \_\_\_\_\_ (Union OR Employee) in consideration of the terms agree as follows:

1. **MAINTENANCE OF RIGHTS AND BENEFITS:** Employee shall retain all rights and benefits pertaining to their conditions of employment as contained in the HHSC Human Resources and Civil Service System rules, the rules of the Merit Appeals Board, relevant collective bargaining agreements and the Hawaii Revised Statutes, as applicable, except for those conditions which are specified herein.

2. **WORK SCHEDULE:** The amount of time Employee is expected to work per day or per pay period remains unchanged. Employee is free to set their own schedules; however, Employee shall be available at the Remote Work Site during Core Hours of \_\_\_\_\_, as indicated on the Employee's "Supplemental Agreement," for contact by the Central Work Site or the general public. If not available during the Core Hours, Employee shall notify their supervisor and request authorized leave. If granted, the appropriate leave form must be completed.

Employee may be directed by their supervisor to report to the Central Work Site to attend meetings, perform filing, photocopying or other duties that cannot be accomplished at the Remote Work Site, or when the Remote Work Site is impracticable (e.g., the computer is being repaired). Employee may also be directed to perform their work at the Central Work Site for a specified period of time if deemed necessary by their supervisors due to unforeseen circumstances (e.g., extended absence by another employee). When Employee is scheduled to report to work, they shall report at the time and place so directed by supervisory personnel.

Any changes to the agreed upon schedule shall be approved in writing in advance by the supervisor. Employee may be required to fill out time sheets and/or other attendance reports to verify work hours, which shall be submitted timely, as required by the supervisor and as described in HR 0020B. Employee's telework/work schedule shall be set forth in their telework schedule using the form attached as Attachment 3. During the regularly scheduled work shift, the Employer shall be able to contact Employee, by phone or e-mail, and receive a response from Employee within five (5) minutes of Employer's contact.

3. WORK ASSIGNMENTS: The Employer and Employee shall comply with the provisions of the HHSC Telework Program Policy (refer to HR 0020B Procedure, Section III. Procedure, Agreement Terms; Paragraph D. Work Assignments/Evaluations).
4. LEAVE: The Employer and Employee shall comply with the provisions of the HHSC Telework Program Policy (refer to HR 0020B Procedure, Section III. Procedure, Agreement Terms; Paragraph F. Leaves of Absence).
5. OVERTIME: The Employer and Employee shall comply with the provisions of the HHSC Telework Program Policy (refer to HR 0020B Procedure, Section III. Procedure, Agreement Terms; Paragraph G. Overtime) and applicable collective bargaining provision, if any.
6. TRAVEL: The Employer and Employee shall comply with the provisions of the HHSC Telework Program Policy (refer to HR 0020B Procedure, Section III. Procedure, Agreement Terms; Paragraph H. Travel).
7. WORK SITE: The Employer and Employee shall comply with the provisions of the HHSC Telework Program Policy (refer to HR 0020B Procedure, Section III. Procedure, Agreement Terms; Paragraph I. Home-Based or Remote Work Site Safety Guidelines). Employee acknowledges the "Home-Based or Remote Work Site Safety Guidelines" set forth in Attachment 4.
8. EQUIPMENT: The Employer and Employee shall comply with the provisions of the HHSC Telework Program Policy (refer to HR 0020B Procedure, Section III. Procedure, Agreement Terms; Paragraph J. Equipment). The equipment provided to Employee by HHSC, if any, shall be set forth in Property Provided to Employee by (Facility), Attachment 5.
9. SUPPLIES: The Employer and Employee shall comply with the provisions of the HHSC Telework Program Policy (refer to HR 0020B Procedure, Section III. Procedure, Agreement Terms; Paragraph K. Supplies).
10. SECURITY: The Employer and Employee shall comply with the provisions of the HHSC Telework Program Policy (refer to HR 0020B Procedure, Section III. Procedure, Agreement Terms; Paragraph J. Equipment, subsections 3, 6, & 7).
11. SURVEYS: Employee may be required to participate in surveys to determine interest in telework and Teleworkers are required to participate in surveys to evaluate the Telework Program.
12. OTHER ISSUES: Provisions in the HHSC Telework Program Policy shall cover those areas of concern not specifically addressed in this Supplemental Agreement.
13. VIOLATIONS: Employee remains obligated to comply with all the HHSC/facility/regional policies, procedures, rules, practices and/or instructions in the performance of their duties. Violation may result in Employee's termination from the Telework Program and/or disciplinary action, up to and including termination of employment. Disciplinary actions shall be in accordance with the respective collective bargaining agreement and the HHSC Human Resources Rules, as applicable.
14. CURTAILMENT OF AGREEMENT: Employee or HHSC may terminate participation in the Telework Program at any time, with 14 calendar days' prior written notice. The Employer retains the right to remove any employee from the program, if employee's participation fails to benefit HHSC's operations.

HAWAII HEALTH SYSTEMS CORPORATION

EMPLOYEE:

\_\_\_\_\_  
SUPERVISOR

\_\_\_\_\_

\_\_\_\_\_  
VP & CHRO, RCHRO or designee

\_\_\_\_\_  
UNION REPRESENTATIVE (when applicable)

\_\_\_\_\_  
PCEO, RCEO, or designee

## EMPLOYEE'S TELEWORK SCHEDULE

Employee has designated the following location as the Home-Based or Remote Work Site:

Home-Based or Remote Work Site Address:

Physical Location at Address:

Phone Number(s):

**Please notify your Supervisor of any changes to the above**

Employee's work schedule:

Work Schedule: Sunday through Saturday, 5 days per week, 8 hrs/day, 40 hrs/week.

Two shifts: 8:30 a.m. – 5:00 p.m.

11:00 a.m. – 7:30 p.m.

According to Bargaining Unit \_\_-, Article \_\_ - Shift Work

Lunch & Breaks are according to bargaining units. Flex time may be utilized by mutual agreement.

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Employee Signature

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Date

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Supervisor Signature

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Date

**HOME-BASED OR REMOTE WORK SITE SAFETY GUIDELINES**

Employee agrees/provides:

- 1. Electrical cords should not be in a walking path.
- 2. Proper lighting.
- 3. Accessible Telephone.

ACKNOWLEDGED BY:

_____ Employee Signature	_____ Date
_____ Supervisor	_____ Date

QUARTERLY REVIEW (acknowledged by Employee)


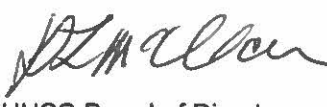
_____ Date of Review	_____ Supervisor Signature	_____ Employee Signature
_____ Date of Review	_____ Supervisor Signature	_____ Employee Signature
_____ Date of Review	_____ Supervisor Signature	_____ Employee Signature
_____ Date of Review	_____ Supervisor Signature	_____ Employee Signature

**PROPERTY PROVIDED TO EMPLOYEE BY (FACILITY)**

Items	Date Provided	Initials (employee/supervisor)
1. Personal Computer (including Microsoft Windows NT with Word Processing, Internet Access) monitor and keyboard	_____	_____ / _____
2. Office Supplies	_____	_____ / _____
3. Other	_____	_____ / _____

*This list is a compilation of property provided to the Employee as part of the Telework Agreement. Upon termination of the Telework Agreement or termination of employment, the Employee shall return to the Employer the equipment, supplies, and other property within three (3) days, which should be in working condition. The Employee and supervisor have inspected the equipment and there is no obvious damage or problem with the equipment.*

*In the event that any property provided to Employee is damaged, lost, or stolen, Employee shall immediately inform supervisor of the circumstances of the damage or loss. If damaged, property shall be returned to supervisor as soon as practicable. Supervisor shall inspect the property in the presence of Employee and shall document the damage.*

 <p><b>HAWAII HEALTH SYSTEMS</b> C O R P O R A T I O N <i>"Quality Healthcare For All"</i></p> <p><b>POLICY</b></p>	<p><b>Department:</b></p> <p>Information Technology Department (ITD)</p>	<p><b>Policy No.:</b></p> <p><b>ITD 0001A</b></p>
<p><b>Subject:</b></p> <p><b>PC Hardware and Software – Acquisition &amp; Use</b></p>	<p><b>Approved By:</b></p>  <p>HHSC Board of Directors By: Donna McCleary, M.D. Its: Secretary/Treasurer</p>	<p><b>Supersedes Policy No.:</b></p> <p>N/A</p>
		<p><b>Approved Date:</b></p> <p>January 28, 2021</p>
		<p><b>Last Reviewed:</b></p> <p>October 2020</p>

**I. PURPOSE:**

Establishes and maintains guidelines for effective control over the acquisition and use of PC Hardware and software systems within HHSC and its Facilities, to identify the type of PC Hardware and software that shall be supported and maintained by the ITD, and define PC-based application software that is to be used throughout HHSC and its Facilities as the approved Corporate standard.

**II. DEFINITIONS:**

All capitalized terms not defined herein shall have the meaning set forth in the ITD Glossary. Applicable to all ITD policies and procedures.

**III. POLICY:**

The ITD shall establish and maintain the operational guidelines for the acquisition of PC Hardware and software. All hardware or software to be used within HHSC and its Facilities shall conform to these guidelines when connected to the HHSC local or WAN or to be used in conjunction with an application area that has been standardized by the ITD.

These guidelines include the identification of the HHSC Corporate standards of selected PC based applications and usage including, but not limited to, word processors, presentation software, spreadsheets, internet access, and internal and external enterprise e-mail systems.

**IV. AUTHORITY:**

- ITD 0002A.



**V. RELATED PROCEDURE(S):**

- ITD 0001B.

**VI. REFERENCE(S):**

None.



 <b>HAWAII HEALTH SYSTEMS CORPORATION</b> <i>Quality Healthcare for All</i>  <b>PROCEDURE</b>	<b>Department:</b>  <b>Information Technology Department (ITD)</b>	<b>Policy No.</b>  <b>ITD 0001B</b>
		<b>Supersedes Policy No.</b>  N/A
<b>Subject:</b>  <b>PC Hardware and Software – Acquisition &amp; Use</b>	<b>Approved By:</b>    By: Linda Rosen, M.D., M.P.H Its: HHSC CEO	<b>Approved Date:</b>  January 28, 2021
		<b>Last Reviewed:</b>  October 2020

## I. PURPOSE:

To establish guidelines for effective control over the acquisition, use, support, and maintenance of PC Hardware and software systems within HHSC and its Facilities, identifies the type of PC Hardware and software that will be supported and maintained by the ITD, and defines the PC-based application software that is to be used throughout HHSC and its Facilities as the approved HHSC Corporate standard.

## II. DEFINITIONS:

All capitalized terms not defined herein shall have the meaning set forth in the ITD Glossary. Applicable to all ITD policies and procedures.


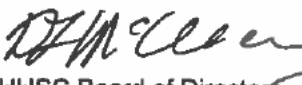
## III. PROCEDURES:

- A. Configuration: All PC Hardware and software and other computer Workstations acquired for use within HHSC and its Facilities that are to be supported by the ITD shall be configured in accordance with the standard PC Hardware and software configuration guidelines, which may be viewed on the Share Point site at [http://sharepoint2013/sites/hhsc/corp/tsd/\\_layouts/15/start.aspx#/.](http://sharepoint2013/sites/hhsc/corp/tsd/_layouts/15/start.aspx#/) 
  1. The Director of Technical Services shall review, at least annually, the HHSC standard PC Hardware and software configuration specifications and, if necessary, revise the specifications to ensure that these reflect the most current and cost effective technology consistent with the business needs of HHSC and its Facilities.
  2. Any proposed revisions to the PC Hardware and software configuration standard specifications by HHSC staff shall be reviewed and approved by the HHSC Chief Information Officer, Director of Technical Services, and REST. The process for request and approvals are listed in HHSC IT Systems Inventory.

3. PC Hardware or other hardware devices to be connected to an HHSC local or WAN shall be configured to conform to the specifications defined in the HHSC IT Systems Inventory. Hardware for which no specifications have been defined shall be reviewed and approved by the Director of Technical Services prior to its acquisition and connection to the network.
  4. The PC software for all standardized application areas shall be selected from the list of approved software packages set forth in the HHSC IT Systems Inventory.
  5. PC software, for application areas for which no HHSC standard has been identified, shall be reviewed by the ITD and approved in writing by the Director of Technical Services and CISO before it is loaded on to any PC or other device connected to an HHSC local or WAN. Nonstandard software applications shall not be supported by the ITD unless the Director of Technical Services approves such support in writing. Signed authorizations shall be maintained by ITD. The System Request and Problem Report form maintained in the HHSC IT Systems Inventory shall be used for this process.
- B. PC Hardware and Software Purchase Requests: All PC Hardware and software purchase requests for HHSC and its Facilities shall be reviewed by the Director of Technical Services to ensure compliance with established standards and compatibility with existing systems. The Director of Technical Services shall initial the purchase request to show concurrence. Materials Management and Financial Services Department procedures for these purchases also apply.
- C. Program Backups: ITD shall provide Backups of User programs and files stored on network file servers in accordance with its published Backup schedule, a copy of which is maintained in the HHSC IT Systems Inventory. ITD shall assist Users in the restoration of Backup programs or files, as may be necessary. Individual Users shall be responsible for Backing up programs and files stored on their PC's local disk drive to the server and not the local disk. Help Desk assistance shall be available to the Users from the respective REST, BSD or TSD staff.
- D. Security: A PC offers little or no security for data stored on its local disk drive. Users shall not store Confidential or sensitive information on their PC, unless physical access to the PC can be adequately controlled.
1. The Director of Technical Services or an ITD staff member designated by the Director shall assist Users in assessing the adequacy of the physical security of their PC environment.
  2. Confidential data shall be stored on HHSC network file servers that are secured by user login restrictions.
- E. E-mail: Microsoft Exchange shall be the approved standard for enterprise e-mail service for HHSC and all its Facilities. The standard configuration information for enterprise e-mail service is defined in the HHSC IT Systems Inventory.

#### **IV. ATTACHMENT(S):**

None.

 <p><b>HAWAII HEALTH SYSTEMS CORPORATION</b> <i>Quality Healthcare for All</i></p> <p><b>POLICY</b></p>	<p><b>Department:</b></p> <p>Information Technology Department (ITD)</p>	<p><b>Policy No.</b></p> <p><b>ITD 0005A</b></p> <hr/> <p><b>Supersedes Policy No.</b></p> <p>N/A</p>
<p><b>Subject:</b></p> <p><b>Information Systems Access</b></p>	<p><b>Approved By:</b></p>  <p>HHSC Board of Directors By: Donna McCleary, M.D. Its: Secretary/Treasurer</p>	<p><b>Approved Date:</b></p> <p>January 23, 2020</p> <hr/> <p><b>Last Reviewed:</b></p> <p>01/21/20</p>

### I. PURPOSE:

To mandate adequate levels of information technology security to protect HHSC data and Information Systems from unauthorized access by defining the rules necessary to protect and secure the reliable operation of HHSC Information Systems.

### II. DEFINITIONS:

All capitalized terms not defined herein shall have the meaning set forth in the ITD Glossary. Applicable to all ITD policies and procedures.

### III. POLICY:

Only authorized Users shall be granted access to Information Systems. Access shall be limited to specifically defined, documented approved applications, and approved levels of access rights. Department managers are responsible for requesting User access.

Authorization shall be documented on an IT Security Access Request Form. Computer and communication system access control is achieved via User ID's that are unique to each individual User to provide individual accountability. Users are prohibited from sharing passwords with anyone, including IT personnel. Failure to comply with ITD policies and procedures shall result in loss of Information System access privileges and may include disciplinary action upon completion of a thorough investigation. Any disciplinary action shall be conducted in accordance with applicable collective bargaining unit agreements, if any, and with HR Guidelines.

#### A. Access Control

Any User (remote or internal), accessing HHSC networks and systems, may be granted access to information based on:

1. Context-based criteria (access based on the context of a transaction); or
2. Role-based criteria (access based on predefined roles); or
3. User-based criteria (access based on the identity of a User).

## **B. Workstation Access Control**

All Workstations shall utilize HHSC-approved access control systems. Active Workstations left unattended for longer than five minutes shall be locked, logged off, or powered down.

## **C. Disclosure Notice**

Where feasible, a warning notice shall be displayed when logging on to HHSC Information Systems. The warning notice shall make clear that these Information Systems are part of a private network or application, and that unauthorized Users should disconnect or log off immediately.

## **D. Access Control Mechanisms**

Access control mechanisms shall be utilized to ensure that information is not improperly disclosed, modified, deleted, or rendered unavailable.

## **E. Data Access Approval**

Access to information stored on Information Systems shall not be granted to any User without appropriate department manager approval evidenced by a completed HHSC Corporate IT Security Access Request Form.

## **F. Access for Non-Workforce Members**

Non-Workforce members (i.e., Independent Contractors and Vendors) shall be required to enter into a Business Associate Addendum with HHSC in compliance with state and federal laws. Department managers shall approve non-Workforce member access by completing the ITD Security Access Request Form and submitting it to the Regional Compliance Officer or Regional CEO and IST.

## **G. Unauthorized Access**

Users are prohibited from attempting to gain access to any Information Systems, application, or data outside the scope of their work duties or level of access.

## **H. Remote Access**

All eligible Workforce, physicians, Independent Contractors, and Vendors who require remote electronic access to HHSC Information Systems shall comply with the following security requirements:

### **1. User Access Control**

- a. Access to HHSC information systems from remote locations shall be approved by the User's department manager via the IT Security Access Request Form, which shall be submitted to the Regional Compliance Officer and IST for approval. Non-Workforce members shall not have remote access unless HHSC has executed a written agreement permitting such access. A master access list, maintained by the ITD, of all persons granted remote access privileges shall be subject to periodic review to determine the appropriateness of continued remote access privileges.

## **2. Vendor Restrictions**

- a. Vendors who are contractually required to remotely access HHSC Information Systems for maintenance purposes shall be allowed such access, subject to the provisions set forth in this policy.

## **3. Approved Access Methods**

- a. Internet-Based Access Configuration Controls for Users: Internet-based access into HHSC's internal network by eligible remote Users is allowed only by means of VPN and Virtual Desktop technology with encryption enabled. Encryption shall conform to current National Institute of Standards and Technology (NIST) encryption standards.
- b. Internet-Based Access Configuration Controls for Vendor Support: Internet-based access into HHSC's internal network by Vendors who need to provide remote support functions on their products are allowed by means of either VPN Virtual Desktop technology, as is described above, or by approved web-based remote-control support mechanisms.

## **4. Logging Requirements**

- a. Logs of inbound remote access activity shall be maintained and periodically reviewed by System Administrators. Log review procedures shall be developed to comply with periodic log review requirements.

## **5. Remote Workstation Hardware Configuration**

- a. If hardware to be used for remote access purposes is supplied and owned by HHSC, the configuration controls listed below shall be implemented on remote access devices. Documentation attesting to conformance shall be maintained in the ITD files:
  - 1. Anti-virus software shall be installed, and virus signature files shall be kept up to date.
  - 2. A personal firewall product shall be installed and properly configured. The personal firewall requirement is not a standard internal HHSC Workstation configuration requirement.
- b. If hardware to be used for remote access purposes is not supplied by, or owned by HHSC, the above-referenced hardware configuration specifications are strongly recommended, unless otherwise specified by contract.

### **I. Emergency Access**

ITD shall create and implement procedures for obtaining access to necessary information during an emergency.

### **J. Maintenance/Helpdesk Remote Control Access**

ITD may remotely access User Workstations for maintenance/helpdesk purposes.

#### **IV. AUTHORITY:**

- HIPAA [45 CFR §164.308(a)(3)(ii)(A)] [NIST SP 800-53 AC-1] [NIST SP 800-53 AC-3] [NIST SP 800-53 MP-2].
- NIST Special Publication 800-124 Revision 1 Guidelines for Managing the Security of Mobile Devices in the Enterprise.

#### **V. RELATED PROCEDURE:**

None.

#### **VI. REFERENCES:**

- Security Access Request Form.