

POLICY NAME:	Working From Home Benefit		POLICY NO:	HR - 75
Department:	Human Resources	<input checked="" type="checkbox"/> New <input type="checkbox"/> Revised	Original Approval Date:	09/01/2022
			1 st Revision Date:	
			2 nd Revision Date:	
RELATED FORMS:			3 rd Revision Date:	

PURPOSE

HomeCentris offers an optional Work from Home (“WFH”) Benefit to its full-time office workers. The goal of this voluntary program is to acknowledge the changing, competitive workforce environment and provide its staff with the flexibility and convenience to work from home. Because HomeCentris is a service business, the work from home benefit is designed to provide the same level of support to our clients, patients, referral sources, and field staff and allow the company to function at the same level as an in-office model. In addition, HomeCentris must ensure it complies with health care regulations requiring physically staffed office hours. Finally, to ensure equity among its staff, the policy is designed to not place any excess burden on staff physically in the office, to be uniform and evenly enforced throughout the company, and to be fair and equitable to all office staff.

POLICY

1. Full Time (as defined in Policy HR -02) office staff may elect the WFH benefit during the annual open enrollment period or upon the completion of their 90-day probationary period.
2. The WFH benefit will be one day per week.
3. WFH is not designed to be an as-needed or for-convenience program each week. Managers and employees shall pre-agree on a set WFH day for each employee.
4. There is no difference in base compensation for electing to WFH.
5. The WFH policy will be enforced equally in all divisions, departments, and locations.

PROCEDURES

1. WFH is a voluntary benefit. Like all benefits, there is a cost to both the employer and employee. Employee contributions will follow the following two categories.
 - Electing Work From Home = Loss of Floating Holiday
 - Electing Work From Office = Addition of one (1) Floating Holiday
 - Floating Holiday Contributions will take effect during the calendar year.
 - For eligible new hires joining HomeCentris after annual enrollment (October 1), the floating holiday contribution will be:
 - administered for employees joining HomeCentris between January 1 and June 30,
 - not administered for employees joining HomeCentris between July 1 and December 31.
 - Employees may still elect to participate in the WFH program, but the floating holidays will not be prorated and will be administered according to the schedule above.
2. A WFH employee remains subject to all policies and procedures of HomeCentris Healthcare.

3. To ensure HomeCentris complies with federal, state, and local laws and regulations, neither agencies nor departments shall ever be without at least one staff member in the office. When designing the WFH schedule, managers will stagger WFH days within their departments to comply with these procedures.
4. WFH schedules will be published so co-workers know staff locations at all times.
5. Supervisors should not schedule calls and meetings around employees' WFH schedules. Company business will proceed as usual and WFH employees shall attend meetings as if they are in the office.
6. Teams Meetings will require cameras to be on and a private location free from background noise and distraction to ensure confidentiality and participation.
7. If a supervisor designates a meeting as mandatory in-person, he/she shall give enough notice to WFH staff, when possible. WFH employees are responsible for attending mandatory in-person meetings. Travel time and mileage will not be reimbursed for coming into the office during a scheduled WFH day.
8. WFH employees shall maintain all productivity and quality standards while working remotely. Failure to maintain standards may result in disciplinary action, up to and including termination of the WFH benefit, and/or termination of employment.
9. Employees shall have their work phone app active on their mobile devices, logged into all call queues, and launch Microsoft Teams Messenger at all times during working hours when working from home.
10. Hourly employees will continue to clock in and clock out via the current time keeping system and will only record working time (1) during their normal, in-office, agreed upon schedule and (2) only if actively working. All other HomeCentris time and attendance policies will continue to apply to WFH situations. Violations of this procedure will result in disciplinary action and loss of WFH privileges.
11. If an emergency arises in the office on a WFH day, employees must be available to come to the office as required. Supervisors and managers must be available to report the office at any time (within an hour) to support the needs of the agency (i.e., a state surveyor arrives at the office).
12. Department Managers will create transparent, measurable standards and are expected to enforce them equitably.
13. If an employee's WFH day falls on a holiday, inclement weather or other emergency when the office is otherwise closed, no makeup days are allowed.
14. If employees are home in excess of the current WFH limit, employees will use accrued Paid Time Off per the regular PTO policy or take an unpaid day if PTO is not available.
15. Exceptions for special circumstances are available but must be approved by a VP or above.
16. Staff working in their homes must protect patient confidentiality as if they were in the office.
17. For home internet or equipment failures longer than 30 minutes, employees shall:
 - For HomeCentris equipment failure, call CCIO #443-283-0666 Option:1
 - Contact their direct supervisor/manager immediately.
 - Report to their normal office or alternate HomeCentris Health Care location if systems are not functioning properly at their home site.
 - The associate may be required to clock out of Paylocity if there is no work that can be performed during the down time.
18. WFH employees will be personally liable for injuries to third persons and/or members of employee's family on employee's premises. WFH employees will defend, indemnify and hold harmless

HomeCentris, its affiliates, employees, contractors and agents, from and against any and all claims, demands or liability (including any related losses, costs, expenses, and attorney fees) resulting from, or arising in connection with, any injury to persons (including death) or damage to property caused, directly or indirectly, by the services provided herein by Employee or by Employee's willful misconduct, negligent acts or omissions in the performance of the Employee's duties and obligations under this Agreement, except where such claims, demands, or liability arise solely from the gross negligence or willful misconduct of the Employer.

Technology Requirements:

1. WFH employees will use the company's encrypted workstations and transport them home on WFH days. Employees may not use unencrypted home computers under any circumstances.
2. All ancillary devices for home use such as monitors, keyboards, cameras, mice, etc. including the purchase and maintenance thereof, will be at employee's expense.
3. Due to HIPAA regulations, employees will not print anything or possess any paper records at home.
4. Due to HIPAA regulations, employees will not download any protected health information to an unencrypted device.
5. To ensure high quality calls and video conferencing, WFH employees are required to use a high-speed internet service when working at home and are responsible for all costs associated with installing and maintaining the service.

EXHIBIT A: WORKING FROM HOME AGREEMENT

This Working From Home (“WFH”) Agreement (“Agreement”) is a legal document identifying the responsibilities of both the employee and the employer.

1. **Eligibility**. Employees are eligible to work from home if they have elected the WFH benefit during the company’s open enrollment period and successfully completed the 90-day probationary period.
2. **Compensation and Benefits**. There is no difference in compensation when electing to WFH except for the Floating Holiday contribution.
3. **Policies**. A WFH employee is subject to all policies and procedures of HomeCentris Healthcare. A violation of these policies may result in disciplinary action, up to and including termination of this Agreement or termination of employment. In addition, it may also result in terminating this remote working arrangement and instead requiring the associate to work in their traditional office setting.
4. **Productivity/Quality**. WFH employees shall maintain all productivity and quality standards while working remotely. Failure to maintain standards may result in disciplinary action, including up to termination, and/or the termination of the WFH benefit. The expectation of each WFH employee is to respond to calls and emails as they come in and attend all scheduled meetings along with their other job duties. Remote work arrangements will be based on meeting the job requirements without disruption to the flow of work and communication and will be determined by the leadership team. Employees may be required to come into the office on their WFH day, at the discretion of their manager. Managers are not required to reschedule a remote workday.
5. **Holidays and Other Emergencies**. If a scheduled WFH day falls on a company holiday or any other emergency day with an office closure, there will be no make-up WFH days scheduled.
6. **Use of PTO**. If you are home for more than the company’s then current WFH limit, employees will use accrued Paid Time Off per the regular PTO policy or take an unpaid day if PTO is not available.
7. **Equipment**. WFH employee must use a company supplied, encrypted computer processor at all times. WFH employees must purchase all ancillary equipment required for WFH such as a keyboard, mouse, camera, etc. WFH employees are responsible for the HomeCentris equipment in their homes, and for protecting the equipment from misuse. Use of the equipment by any non-employee is strictly prohibited and may result in disciplinary action and/or termination of employment or this Agreement. The employee shall continue to follow all other IT Security Policies and Procedures. WFH employees are responsible for the replacement of HomeCentris equipment lost or damaged by fire, water, theft, or other causes in the home workspace.
8. **Travel time and Mileage**. Travel time and mileage will not be reimbursed when required to come into the office during a schedule WFH day.
9. **System Downtime**. For home internet or equipment failures longer than 30 minutes, employees shall:
 - a. For HomeCentris equipment failure, call CCIO #443-283-0666 Option:1
 - b. Contact their direct supervisor/manager immediately.
 - c. Report to their normal office or alternate HomeCentris Health Care location if systems are not functioning properly at their home site.
 - d. The associate may be required to clock out of Paylocity if there is no work that can be performed during the down time.
10. **Work Hours and Time Keeping**. Hourly employees will continue to clock in and clock out via the current time and attendance system and will adhere to the same work schedule as if working in the office. All normal time and attendance policies will continue to apply to WFH situations. Exact time worked, i.e. all

start and stop times, must be entered and reflect the exact times worked. If hours cannot be entered into Paylocity, hours must be emailed to the associate's direct supervisor/manager at the end of each shift worked.

11. **Liability for Injuries.** WFH employees remain personally liable for injuries to third persons and/or members of employee's family on employee's premises. Employee agrees to defend, indemnify and hold harmless employer, its affiliates, employees, contractors and agents, from and against any and all claims, demands or liability (including any related losses, costs, expenses, and attorney fees) resulting from, or arising in connection with, any injury to persons (including death) or damage to property caused, directly or indirectly, by the services provided herein by Employee or by Employee's willful misconduct, negligent acts or omissions in the performance of the Employee's duties and obligations under this Agreement, except where such claims, demands, or liability arise solely from the gross negligence or willful misconduct of the Employer.
12. **Termination of Agreement.** Either party may terminate participation in the WFH program, with or without cause, upon reasonable notice, in writing. Employer will not be held responsible for costs, damages or losses resulting from cessation of participation in the WFH program. This Agreement is not a contract of employment and may not be construed as such.

ACKNOWLEDGEMENT

I, _____, have read and understand the Working From Home Agreement, and agree to the duties, obligations, responsibilities and conditions for the home-based working environment described in this document. I agree that, among other things, I am responsible for maintaining specific work hours under production and quality standards I am responsible for furnishing and maintaining my workspace in a safe manner, employing appropriate security measures, and protecting the confidentiality of the information I work with and to which I have access.

I understand that HomeCentris Healthcare may terminate Agreement at any time with or without notice and may also at any time change any or all the conditions under which I telecommute.

Employee Signature

Date

Employer Signature

Date