

**TELEWORK WYOMING
MEMORANDUM OF UNDERSTANDING BETWEEN
THE WYOMING DEPARTMENT OF HEALTH**

AND _____ (*Teleworker=s name*)

1. **Parties.** This Memorandum of Understanding, hereafter "MOU," is made and entered into by and between the Wyoming Department of Health, hereafter "Department," whose address is 117 Hathaway Building, and _____, hereafter "Teleworker," whose address is _____.

2. **Purpose.** The purpose of this MOU is to allow Teleworker to work for the Department of Health at an extended work site, pursuant to the terms contained herein.

3. **Term of Agreement.** This MOU shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU, and shall remain in full force and effect until _____. [*Insert date no more than **two years** after date of signing.*] This MOU may be terminated without cause, by either party upon fifteen (15) days written notice, which notice shall be delivered by hand or by certified mail. This MOU may be terminated by the Department immediately without notice for cause in accordance with Section 7.H. of this MOU, Section 7.DD.(ii) of this MOU, or Section 7.KK. of this MOU.

4. **Payment.** The Department shall pay Teleworker's salary, retirement, benefits and Wyoming group insurance coverage, and such salary and benefits shall not change as a result of participation in the Telework Wyoming Program.

5. **Responsibilities of Department.** The Department shall comply with the terms and provisions of the Wyoming State Personnel Rules and this MOU.

6. **Responsibilities of Teleworker.** Teleworker shall comply with the terms and provisions of the Wyoming State Personnel Rules and this MOU.

7. **Special Provisions.**

A. Except as otherwise specified in this MOU, the duties, obligations, responsibilities and conditions of Teleworker=s employment with the Department shall remain unchanged.

B. Teleworker shall work at an extended work site _____day(s) per week beginning on _____, _____.

C. Teleworker shall work at the extended work site on the following days of the week _____ [Specify each day.]

D. The location of extended work site is

[Specify physical location and mailing address.]

E. The telephone number at the extended work site shall be _____.

F. The E-mail address at the extended work site shall be _____.

G. The fax number at the extended work site shall be _____.

H. **Participation in the Telework Wyoming program may be terminated by the Teleworker or his/her Telemanager at any time by providing fifteen (15) days written notice, as required by Section 3 of this MOU. The Department may, at its sole discretion, immediately terminate this MOU for cause at any time.**

I. The State of Wyoming Personnel Rules shall apply to Teleworker. Work hours, overtime compensation and leave time shall conform to the State of Wyoming Personnel Rules and must be authorized in accordance with the procedure established by the Department. Teleworker shall receive no overtime compensation of any nature except when prior written authorization for overtime is provided by the Department.

J. Teleworker shall submit all requests to work overtime, use sick leave, use annual leave, or take other leave to the Telemanager in the same manner as when working in the regular office. Teleworker shall take leave only after receiving approval from the Telemanager.

K. Only authorized persons shall use equipment, software, data, supplies, furniture and any related materials, supplies and/or equipment, provided by the Department for use at the extended work site. Teleworker shall ensure that such equipment and supplies shall be used only for purposes relating to Department business. Teleworker shall ensure that Department equipment, software, data and any related materials or items are properly secured so that they are not available to unauthorized parties. In addition:

i. The Department shall provide for necessary repairs to and maintenance of equipment owned or leased by the Department. Teleworker shall be responsible for repairs to or replacement of damaged, destroyed or stolen equipment owned or leased by the Department. Teleworker shall make equipment owned or leased by the Department available for necessary repairs and/or maintenance at times and locations determined by the Telemanager.

ii. All equipment, software and other equipment purchased or owned or leased by the Department for use by Teleworker shall remain the property of the Department.

iii. The Department shall provide such office supplies as it deems necessary for Teleworker to fulfill the terms of this MOU.

iv. Unless otherwise provided, Teleworker shall provide a surge protector(s) which meet(s) Department requirements for all equipment owned or leased by the Department, at the extended work site.

v. Teleworker has read and, by signing this MOU approves the inventory of equipment, attached hereto as Attachment A, which is incorporated by reference and expressly hereby made a part of this MOU.

L. Teleworker shall ensure that all software used on computers owned or leased by the Department is properly licensed and that software owned or leased by the Department is not duplicated except as expressly authorized. Any products developed while teleworking for the Department shall remain the property of the Department.

M. Teleworker shall designate a specific work space for installation of equipment to be used at the extended work site. This work space shall be maintained in a safe condition, free from hazards and other dangers to Teleworker, other parties and equipment.

N. Teleworker shall be responsible for repairs and maintenance of all equipment not owned or leased by the Department and hereby releases the State of Wyoming and the Department from any liability for loss, damage, wear, depreciation, destruction, waste or use of equipment not owned or leased by the Department used in connection with performance of this MOU.

O. In the event of equipment failure, or malfunction, Teleworker shall immediately notify the Telemanager of the need for repairs or replacement. If delay in repair, replacement or any other circumstances render it impossible for Teleworker to perform his/her duties, the Telemanager may, at the sole discretion of the Telemanager: (1) assign Teleworker other work at the extended work site; (2) require Teleworker to report to the regular work site, or; (3) require Teleworker to report to another extended work site.

P. Teleworker shall allow access to the extended work site by the Telemanager, representatives from the Department of Administration and Information, Human Resources Division or designees, or other personnel authorized by the Telemanager or the Department of Administration and Information, Human Resources Division at reasonable times, which shall include all of Teleworker=s scheduled work hours.

Q. If legal action is necessary to regain possession of Department owned or leased equipment, data, supplies or related materials, Teleworker shall pay all costs of such action, including but not limited to attorney's fees.

R. All requests made by Teleworker for mileage reimbursement shall comply with the Rules and Regulations of the State Auditor's Office and all other applicable law. Terminal mileage reimbursement requests shall be made to and resolved by the Department.

S. Unless otherwise provided by law, Teleworker's extended work site shall be considered an extension of the Department work space. Unless otherwise provided by law, applicable workers' compensation benefits shall continue to exist during the Teleworker's scheduled work hours. Teleworker shall immediately report all job-related injuries to the Telemanager.

T. Unless otherwise specifically provided for in this MOU, the Department shall not pay for operating costs, home maintenance, insurance, utilities, fees or licenses or any other costs, either direct or indirect, associated with the use of Teleworker's extended work site.

U. Charges for local telephone service shall be borne by Teleworker. Charges for long-distance telephone service, including but not limited to modem use, facsimile, connection or other similar charges shall be borne as follows: _____ *[Specify in detail what the Department will pay for.]* The Department shall not pay for any telephone-related charges except for those for which the Department has, in this subsection, expressly agreed to pay.

V. Teleworker shall pay all taxes and other such amounts required by federal, state and local law which accrue as the result of use of a residence or other private structure as an extended work site. Teleworker hereby releases the State of Wyoming and the Department from any claims arising from or relating to use of a residence or non-state office as an extended work site, including but not limited to income tax liability.

W. Teleworker shall hold the State of Wyoming and the Department harmless and shall indemnify the State and the Department for all claims resulting from injuries which occur at the extended work site to Teleworker, third persons and/or members of Teleworker's family.

X. When equipment and/or furniture owned or leased by the Department is provided to Teleworker, the Teleworker shall ensure that the equipment is used only as intended and only for job-related purposes.

Y. Teleworker hereby releases the State of Wyoming and the Department from any responsibility or liability for damage to equipment and/or furniture not owned or leased by the Department.

Z. Teleworker shall participate in all studies, inquiries, reports or analyses relating to the Telework Wyoming Program. Teleworker agrees that such data may be compiled and made available to the general public so long as the identity of Teleworker is not made known to the public.

AA. Teleworker shall perform all assigned work according to the State of Wyoming State Personnel Rules and all applicable work procedures, guidelines and standards.

BB. Teleworker shall manage any dependent care and personal responsibilities in a manner which facilitates timely fulfillment of employment duties.

CC. The Department of Administration and Information, Human Resources Division and the Department Human Resource/payroll representative shall be provided copies of this MOU and Teleworker's approved Teleworker schedule.

DD. Teleworker shall provide premises liability insurance from a company approved by the Department and in an amount not less than \$250,000 per person or \$500,000 per occurrence, which names the Department as an insured party. Teleworker shall furnish copies of satisfactory premises liability insurance documents, which are attached hereto, incorporated by reference and made a part hereof, as Attachment B. Teleworker shall defend, indemnify and hold

harmless the State of Wyoming, the Department and their employees, agents, contractors and affiliates from and against any and all claims, demands or liability resulting from or arising out of Teleworker's performance of this MOU. Teleworker further agrees that:

(I) The State of Wyoming and the Department shall have no obligation or liability for preservation or maintenance of the extended work site.

(ii) Any lapse in Teleworker's premises liability insurance policy shall constitute a breach of this MOU and shall result in immediate termination of this MOU.

EE. Teleworker shall comply with all applicable statutes, rules, regulations, policies, practices, instructions and the terms of this MOU.

FF. *[This section is optional] Teleworker is not eligible for night shift differential.*

GG. *[This section is optional, depending upon whether employee is exempt or non-exempt.] Teleworker's core hours are designated as: _____ to _____. Teleworker expressly agrees and understands he/she shall work a forty (40) hour work week and shall keep an accurate log of Teleworker hours and submit satisfactory copies thereof to the Telemanager at such intervals as the Telemanager shall specify.*

HH. Teleworker shall attend Teleworker training as deemed appropriate by the Human Resources Division.

II. Teleworker shall report to the Department work site when instructed to do so by Telemanager.

JJ. Teleworker shall not allow customers or clients of Teleworker to visit or otherwise appear at the extended work site.

KK. Participation in the Wyoming Teleworker Program is strictly at the discretion of the Department. Such participation may be terminated at the discretion of the Department, upon fifteen (15) days notice. The Department may terminate this MOU immediately for cause.

LL. Teleworker shall ensure that Teleworker=s participation in the Telework Wyoming Program does not violate any state or local zoning or land use requirements.

8. General Provisions.

A. Amendments. Either party may request changes in this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, executed and signed by all parties to this MOU.

B. Applicable Law. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming

shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.

C. Entirety of Agreement. This MOU, consisting of ten (10) pages, Attachment A, consisting of one (1) page and Attachment B, consisting of one (1) page, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

D. Prior Approval. This MOU shall not be binding upon either party unless this MOU has been fully executed before performance begins as described under the terms of this MOU, and unless this MOU is approved as to form by the Attorney General or his representative.

E. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

F. Sovereign Immunity. The State of Wyoming and the Department do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

G. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

8. Signatures. In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed on the signature page.

AGENCY B Wyoming Department of Health

Brent D. Sherard, M.D., M.P.H., Director and State Health Officer Date Signed

Name, (Chief of Staff or Deputy of Administration) Date Signed

Administrator or Manager (as applicable), Division or Office Name Date Signed

Kerri S. Couch, Manager, Office of Human Resources Date Signed

TELEWORKER

Name, Title, SS Number/Employer ID Number Date Signed

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM

Name and Title Date Signed