

Department of Behavioral Health  
**TRANSMITTAL LETTER**

<b>SUBJECT</b> <b>Telecommuting</b>		
<b>POLICY NUMBER</b> <b>DBH Policy 717.4A</b>	<b>DATE</b> JUL 02 2018	<b>TL#</b> 318

**Purpose.** To establish the policy and procedures for the Telecommuting Program at the Department of Behavioral Health (DBH). Revisions were made to implement the new procedures for requests, renewal, and approval process (see sections 5 and 7). The Alternative Work Schedules (AWS) Program is addressed in DBH Policy 717.3A.

**Applicability.** This policy applies to DBH-wide full-time and part-time employees. The requirements of this policy are subject to the provisions of applicable DBH collective bargaining agreements.

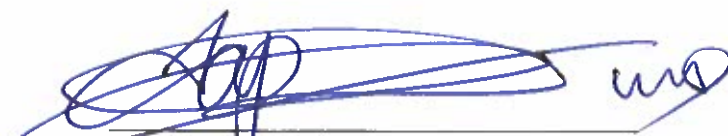
**Policy Clearance.** Reviewed by affected responsible staff and cleared through appropriate Behavioral Health Authority (BHA) offices.


**Effective Date.** This policy is effective FY 2019. New requests and renewals/re-applications for telecommuting shall be submitted April through June 2019. Approved new requests and renewals/re-applications for telecommuting will go into effect October 1, 2019.

**Superseded Policy.** DBH Policy 717.4, same subject, dated December 17, 2013.

**Distribution.** This policy will be posted on the DBH web site in PDF format at [www.dbh.dc.gov](http://www.dbh.dc.gov) by clicking "About DBH" (top section), then choosing "Policies and Rules" and following the policy number. The WORD version is available upon request from the Policy Division, emails: [keri.nash@dc.gov](mailto:keri.nash@dc.gov) or [ana.veria@dc.gov](mailto:ana.veria@dc.gov).

Applicable entities are required to ensure that affected staff is familiar with the contents of this policy.

  
Tanya A. Royster, MD  
Director, DBH

GOVERNMENT OF THE DISTRICT OF COLUMBIA  <b>DEPARTMENT OF BEHAVIORAL HEALTH</b>	<b>Policy No.</b> 717.4A	<b>Date</b> JUL 02 2018	<b>Page 1</b>
	<b>Supersedes</b> DBH Policy 717.4, same subject, dated December 17, 2013		
<b>Subject: Telecommuting</b>			

1. **Purpose.** To establish the policy and procedures for the Telecommuting Program at the Department of Behavioral Health (DBH). Revisions were made to implement the new procedures for requests, renewal, and approval process (see sections 5 and 7). The Alternative Work Schedules (AWS) Program is addressed in DBH Policy 717.3A.

2. **Applicability.** This policy applies to DBH-wide full-time and part-time employees. The requirements of this policy are subject to the provisions of applicable DBH collective bargaining agreements.

3. **Authority.** D.C. Official Code § 1-612.01 (2006 Repl.); District Personnel Manual (DPM) Chapter 12, Hours of Work, Legal Holidays and Leave, dated, June 3, 2016, D.C. Municipal Regulations 6B-1201 et seq.).

4. **Definitions.**

4a. **Alternative Worksite** – a worksite other than an employee’s “official duty station,” such as the employee’s residence, a telecommuting center, or a facility established by the District government for use by telecommuters or another location within the employee’s normal commuting area. The alternative worksite must be approved by the employee’s supervisor and second level manager/equivalent.

4b. **Alternative Work Schedule (AWS)** – refers to flexible work schedules and compressed work schedules. AWS replaces the traditional eight (8) hour workday with a workday that comprises a core time when all employees are required to be present at work.

4c. **Exempt Time Off** – Exempt time off is time off granted to FLSA-exempt employees at grades 14 and below for work performed in excess of eighty (80) hours in a biweekly pay period.

4d. **Official Duty Station** – the place at which the employee is required to perform the official duties of his or her position. This is the official or regular worksite versus the alternative worksite.

4e. **Subordinate Components** - any organizational unit that reports (directly or indirectly) to the Chief Executive Officer of Saint Elizabeths Hospital or to a Behavioral Health Authority (BHA) Administrator/equivalent.

4f. Telecommuting – an arrangement in which an employee regularly performs officially assigned duties at designated alternative worksite approved by the first and second level supervisors, as well as the Division Director and the Administration Director.

4g. Telecommuting Work Agreement – A written agreement between DBH and an employee that details the terms and conditions of the employee's telework away from his or her official duty station (ODS).

4h. Work Hours – an approved work schedule where an eligible employee works on a routine or regular basis away from the official duty station one (1) or more days per week (i.e., at home or at an alternative worksite).

4i. Workweek – The number of hours worked or required to be worked in one (1) week.

## **5. Guidelines For Telecommuting.**

5a. The DBH Telecommuting Program, to the maximum extent, has to be practical within budgetary constraints, and in a manner that does not diminish employee or organizational performance. There shall be funding available in its budget to pay for any DBH costs associated with its telecommuting employees.

5b. The Chief Executive Officer of Saint Elizabeths Hospital and the BHA Administrators/equivalents may determine that the work of certain subordinate components of their organization is not conducive to telecommuting and may restrict the ability to participate in telecommuting to certain components of their organization. Justification of the business reasons for the exemption shall be documented and provided through the DBH Chief Administrative Officer to the Division of Human Resources for reporting purposes.

5c. The decision of the Chief Executive Officer of Saint Elizabeths Hospital and the BHA Administrators/equivalents regarding exempting certain subordinate components within their organization from participation in telecommuting may be reviewed by the DBH Director or designee, upon request. The decision of the Director is final and not appealable.

5d. The following are the approving authority, and each person's signature is required beginning with the manager the employee reports to and continuing up to the DBH Director:

- a. Section Chief (Saint Elizabeths Hospital ONLY)
- b. Branch Chief
- c. Division Director
- d. Administration Director
- e. Director, DBH

5e. Telecommuting shall be up to two (2) days per workweek. It shall be for a period not to exceed three (3) months per request. It can be extended for periods of up to an additional three months and can be for shorter periods based upon exigent circumstances. Approval of occasional work assignments at an alternative worksite can be made at the discretion of the manager for eight (8) hours or less and does not require a telecommuting agreement.

5f. All requests for telecommuting (see Exhibit 1) shall be part of a scheduled tour of duty and subject to a written Telecommuting Work Agreement (see Exhibit 2).

5g. Telecommuting shall not be combined with an alternative work schedule.

5h. An employee's participation in telecommuting may be rescinded (terminated) by the supervisor whenever it is determined that the employee has failed to accomplish the work as prescribed; or for any other reasons within the discretion of the supervisor.

5i. Whenever a supervisor determines that the approval for telecommuting is to be rescinded, the employee should be given, where feasible, at least fifteen (15) calendar days notice. Conversely, the employee may terminate participation in the Telecommuting Program at any time, and shall provide at least fifteen (15) calendar days notice to the supervisor.

5j. Upon the termination of the Telecommuting Work Agreement, the employee shall return to the official duty station and tour of duty that existed prior to receiving approval to engage in telecommuting, unless the tour of duty has been changed by the employee's supervisor in accordance with applicable rules or procedures.

5k. Failure of an employee to return to his or her official duty station and regular tour of duty upon termination of the Telecommuting Work Agreement may result in forfeiture of the employee's opportunity to engage in telecommuting in the future. If the employee does not report to the official duty station as scheduled and has not requested official leave, he/she will be placed on absence without leave (AWOL) and, as appropriate, may also be subject to disciplinary action.

5l. Telecommuting is not intended to serve as a substitute for child or adult care. If children or adults in need of primary care are in the alternative worksite during an employee's work hours, some other individual must be present to provide the care.

5m. Telecommuting is not intended to be used in place of leave; employees shall use appropriate forms of leave for non-work purposes. Eligible employees and supervisors must observe all pertinent time and attendance, leave, and pay regulations when an employee participates in the Telecommuting Program.

5n. Overtime and compensatory time, or exempt time off, are to be approved in advance using existing procedures. All pay, leave, and travel entitlements will be based on the employee's official duty station. Only travel specifically authorized by the employee's supervisor will be considered business travel eligible for expense reimbursement or workers' compensation coverage.

5o. An employee must be accessible during the approved work hours identified in the Telecommuting Work Agreement.

5p. Any provisions on telecommuting contained in an approved DBH collective bargaining agreement (CBA) take precedence over the telecommuting provisions of this policy for employees covered by such a CBA, to the extent that there is a difference.

5q. Telecommuting is not an entitlement or a formal employee benefit. Telecommuting does not change the basic terms and conditions of employment.

**6. Basic Requirements for Telecommuting.**

6a. Positions best suited for telecommuting are those that:

- (1) Have job tasks that are quantifiable, have clearly defined tasks and work products, primarily project or case-work oriented, telephone-intensive, or computer-oriented; or have work activities that can be accommodated working away from the current work location with equal efficiency as if they were performed at the official worksite;
- (2) Do not require daily unscheduled face-to-face contact with other employees, supervisors or the public in the current work location (particularly in cases where two (2) days of telecommuting are being considered);
- (3) Allow meetings to be scheduled without inconveniencing or impairing the performance of co-workers; and
- (4) Have minimal or no requirements for special equipment. Any DBH equipment purchases must be within budgetary constraints and are the responsibility of the employee's program.

6b. To be considered for telecommuting, employees must have received an official performance rating of at least "Valued" on their most recent performance evaluation (supervisors should use discretion concerning the approval of telecommuting for employees who, for whatever reason, have not received an official performance rating, e.g., new employees).

6c. Employees to telecommuting shall make adjustments to the work schedule for the purpose of attending mandatory meetings, trainings, etc. if required/necessary.

**7. Application, Approval, and Appeal Process.** Employees may be eligible for a telecommuting arrangement if conditions and job responsibilities make it feasible.

7a. Employee shall:

- (1) New requests. In order to obtain authorization to participate in the telecommuting program, employees shall:
  - a. Submit application within the enrollment period of the current FY, April 1<sup>st</sup> through June 30<sup>th</sup>, to qualify for telecommuting participation for the following FY.
  - b. If June 30 deadline is missed, the employee must await the following FY's enrollment period to apply.

c. Apply for a new telecommuting agreement by completing Form DBH 29, Telecommuting Application (Exhibit 1) for approval.

d. Manager may provide a special exception for an employee to apply for telecommuting outside of the designated application period under extenuating circumstances only.

(2) Renewals/Re-applications. Submit renewal/re-application requests for telecommuting. The telecommuting re-enrollment period is from April 1 to June 30 of the current FY to be effective October 1 of the following FY. In order to obtain authorization to participate in the telecommuting program, employees shall follow section 7a (1) above.

(3) Approval for new requests and renewals/re-applications. Obtain supervisory approvals for new requests or renewal/re-applications of current telecommuting. The form shall be signed by the required individuals. Approving authorities are found in section 5d, from immediate supervisor to the Director of DBH, depending on the employee's chain of command.

(4) Ending participation. Submit a written request to the immediate supervisor at any time if he/she wishes to end participation in the telecommuting program and return to the standard work schedule.

(5) Appeals. Submit an appeal application (see Exhibit 3, Form DBH 31) within ten (10) calendar days of the denied request for telecommuting to the second level supervisor or equivalent. If not resolved at that level, the employee may submit through the normal chain of command to the DBH Director. The appeal may be resolved at any level; however, the DBH Director's decision is final. The employee shall be given the response to the appeal at each level within seven (7) calendar days from the date of the appeal. If decision has not been made within the time period, the supervisor at that level shall give a justification of the delay and a date for resolution.

(6) Participation in the Telecommuting Program can be revoked at the discretion of a supervisor based on deciding factors in section 7b.

7b. Supervisor shall:

(1) Considerations for decision-making.

a. Immediate supervisor shall review and decide on the employee's Request for telecommuting. Immediate supervisor shall write a justification that responds to each of the following deciding factors: operational needs of the program, office/work coverage, consumer/customer service needs, employee duty requirements, ability to monitor work, employee work history, as well as the needs of the employee.

b. Each higher level supervisor shall review and decide on the employees' Request for telecommuting, while considering the immediate supervisor's written response and the deciding factors as they relate to the higher level supervisor.

c. When there are more telecommuting requests than can be accommodated for a particular telecommuting choice/time, use fair and reasonable deciding factors (e.g., the employee service computation date).

d. Revoking an individual employee's participation in the Telecommuting Program must not be for frivolous, arbitrary, or capricious reasons; only if the employee fails to observe the requirements of the Program as outlined in this policy.

(2) Timelines.

a. Initial application or renewal. Ensure that approval or denial of Telecommuting for an employee signed by authorized approving authority (see section 5d) is within fifteen (15) calendar days from the date of receipt of submission.

b. Adjustments and revocations. Make sure that employee is provided with a written notification and justification for adjusting and revoking a current telecommuting agreement signed by authorized approving authority at least fifteen (15) calendar days prior to implementation.

(3) Total hours. Ensure that the participating employee has eighty (80) hours per pay period or the approved part-time hours (e.g., using approved leave), monitor hours worked and approve only the hours that are worked, and ensure that employee adhere to the guidelines of this telecommuting policy.

7c. Division of Human Resources (DHR). DHR is responsible for:

(1) Implementing the overall Telecommuting Program;

(2) Informing the unions of any component within DBH that is excluded from specific options of the Telecommuting Program;

(3) Providing information to managers, supervisors, and employees about the Telecommuting Program.; and

(4) Reviewing and resolving issues and concerns associated with the operations of the Telecommuting Program.

**8. Requirements for Employee Participation.**

8a. Comply with all required security measures, disclosure laws, regulations, and DBH policies so that at no time are security or Privacy Act, Mental Health Information Act

(MHIA), or Health Information Portability and Accountability Act (HIPAA) requirements compromised. (See DBH Privacy Policies and Procedures.)

8b. Immediately notify the supervisor of any accident or injury which occurs at the alternative worksite during the course of the scheduled work period. (For more information on this, see the section on "Safety" in Exhibit 2.)

**9. Equipment and Expenses.**

9a. DBH-provided Equipment.

(1) DBH-provided equipment at the alternative worksite is not an entitlement of telecommuting. The need for telecommuting equipment is determined on a case-by-case basis by the supervisor and the employee. DBH, at its sole discretion, may choose to provide equipment and related supplies for use by the employee while telecommuting or may permit the use of employee-owned equipment subject to consultation with DBH Information Services to ensure compatibility.

(2) The decision as to type, nature, function, and/or quality of electronic hardware, modems, systems access, data, and phone lines shall rest entirely with DBH. DBH will not provide telecommuting equipment unless it is justified based on the needs of DBH, the nature of the work assignment, and availability of funds in the requesting program's budget.

(3) If the supervisor determines that the employee should have DBH equipment in his/her residence, the equipment may be provided with approval from the supervisor and the Chief Operations Officer (COO) to ensure version control and computer compatibility. Once approved, the installation, repair, and maintenance of telecommuting equipment becomes the responsibility of DBH; these costs shall also be paid by the requesting program.

(4) In the event that the Telecommuting Work Agreement is terminated by the employee or DBH; or the employee no longer requires the equipment or services; or the employee terminates employment with DBH, the employee is obligated to return all DBH-owned equipment, software, data, and supplies. DBH reserves the right to recoup the value of any unreturned property from the employee through all appropriate means, including from the employee's final pay check.

9b. Employee-owned Equipment. When employee-owned equipment is used, it may be inspected by DBH prior to initiation of the Telecommuting Work Agreement. Repairs to employee-owned equipment will remain the responsibility of the employee. DBH does not assume any liability for loss, damage, or wear and tear of employee-owned equipment.

**10. Telecommuting Program Coordinator.** The DBH Telecommuting Program Coordinator is located in the Division of Human Resources and is responsible for:

10a. Providing all necessary forms and evaluation materials related to telecommuting to employees and supervisors;



- 10b. Maintaining an electronic list of participants and telecommuting records;
- 10c. Ensuring DBH compliance with this telecommuting policy and applicable regulations;
- 10d. Ensuring that supervisors complete DBH 32, Telecommuting Status Report, at the end of the period specified in the Telecommuting Work Agreement;
- 10e. Providing guidance to participants and supervisors regarding the Telecommuting Program; and
- 10f. Ensuring that training on telecommuting is provided as needed.

**11. Annual Reporting Requirements by DBH.** The DBH of Division of Human Resources shall annually report to the Director, DC Department of Human Resources, on the status and efficiency of telecommuting and participation in the agency's Telecommuting Program, by completing DBH 32, Telecommuting Status Report for the Department (see Exhibit 5).

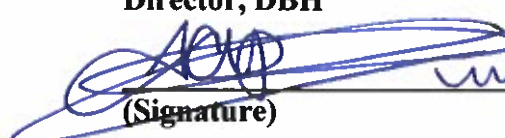
**12. Inquiries.** Questions related to the Telecommuting Program should be directed to the DBH Telecommuting Program Coordinator in the Division of Human Resources at (202) 673-3656.

**13. Exhibits.**

- Exhibit 1 - Form DBH 29, Telecommuting Application
- Exhibit 2 - Form DBH 30, Telecommuting Work Agreement
- Exhibit 3 - Form DBH 31, Application for Appeal
- Exhibit 4 - Factors to Consider When Making a Decision on Telecommuting
- Exhibit 5 - Form DBH 32, Telecommuting Status Report

**Approved By:**

**Tanya A. Royster, MD  
Director, DBH**

  
(Signature)

ms 7/2/2018  
(Date)

**D.C. DEPARTMENT OF BEHAVIORAL HEALTH  
TELECOMMUTING APPLICATION**

**A. Employee**

Name: _____	Agency/Program: _____
(Behavioral Health Authority, Saint Elizabeths Hospital, Behavioral Health Services)	
Position/Title/Series/Grade: _____	Supervisor: _____
Home Location: _____	Home Phone: _____
Office Location: _____	Miles from Office to Home: _____
(Round trip per day)	

1. Briefly describe your current job responsibilities (Use additional sheets, if necessary):

2. Review the job characteristics below. Rate accordingly per current job requirements. Check  the job requirement's level of importance (high or low). High ratings for items 1-5 and low ratings for items 6-9. These ratings will determine the likelihood of job compatibility with telecommuting.

#	Job Requirements	High	Low
1.	Ability to control and schedule work		
2.	Clear and understandable work assignment objectives		
3.	Work autonomy		
4.	Concentration required		
5.	Personal computer or terminal work		
6.	Amount of face-to-face interaction required		
7.	Amount of telephone communications required		
8.	Amount of in-office reference materials required		
9.	Amount of data security required		

3. Briefly describe how you meet the criteria to participate in the Telecommuting Program.

4. How will telecommuting assist you in meeting the goals and needs of your work unit and the agency, and benefit the District government?

5. How often would you want to telecommute? Please check one below:

- One day/work week       Three days per work week       Five days per work week  
 Two days per work week       Four days per work week

Specify which days: \_\_\_\_\_

6. Specify the types of assignments/projects you expect to do while telecommuting.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

**B. Immediate Supervisor**

Answering "YES" to any of the questions below may result in denial of the application. The supervisor shall provide an explanation to any "YES" answer.

#	Job Requirements	Yes	No
1.	Is frequent face-to-face contact with consumers/co-workers vital in order to complete task(s) or activities listed in question # 6 of section A above?		
2.	Is frequent supervisory review, while work is in progress, required as a routine part of the task(s) or activities listed in question # 6 of section A above?		
3.	Would security or technical reasons prevent information from being used outside of the work environment?		
4.	Was the most recent official performance rating below "Valued"?		
5.	Will sensitive information be processed or transmitted in clear text over networks?		
6.	Are there other concerns that might adversely affect the employee's participation in the Telecommuting Program?		

Specify the number with answers "YES" and provide an explanation below:

Please provide a written response for each of the following deciding factors (additional pages may be attached for justification):

#	Deciding Factors
1.	<p>Will telecommuting affect operations of your branch, division or administration?  <input type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p>If Yes, describe how:</p> <p>If No, provide explanation:</p>
2.	<p>Can you ensure coverage to meet needs during regular business hours, 9am to 5pm, and days when employee is not present?  <input type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p>If Yes, describe how:</p> <p>If No, provide explanation:</p>
3.	<p>Can you ensure needs of consumers and other customers continue to be met?  <input type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p>If Yes, describe how:</p> <p>If No, provide explanation:</p>
4.	<p>Are employee's duties amenable to telecommuting?  <input type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p>If Yes, describe how:</p> <p>If No, provide explanation:</p>
5.	<p>Does employee's work history support telecommuting?  <input type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p>If Yes, describe how:</p>

	If No, provide explanation:
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Telecommuting Approved     Telecommuting Approved with modification

Telecommuting Disapproved

Reason (s) for Disapproval are as follows:

Recommendation: If approved, this telecommuting shall take effect on: \_\_\_\_\_  
Date

\_\_\_\_\_  
Immediate Supervisor's Signature

\_\_\_\_\_  
Date

**C. Second Level Supervisor (Division Chief or Higher/Equivalent)**

Telecommuting Approved     Telecommuting Approved with modification

Telecommuting Disapproved

Reason (s) for Disapproval are as follows:

Recommendation: If approved, this telecommuting shall take effect on: \_\_\_\_\_  
Date

\_\_\_\_\_  
Second Level Supervisor's Signature

\_\_\_\_\_  
Date

**D. Third Level Supervisor (Administrative Director/Equivalent)**

Telecommuting Approved     Telecommuting Approved with modification

Telecommuting Disapproved.

Reason (s) for Disapproval are as follows:

Recommendation: If approved, this telecommuting shall take effect on: \_\_\_\_\_  
Date

\_\_\_\_\_  
Third Level Supervisor's Signature

\_\_\_\_\_  
Date

**D.C. DEPARTMENT OF BEHAVIORAL HEALTH  
TELECOMMUTING WORK AGREEMENT**

**I. PREAMBLE**

I, \_\_\_\_\_ (*Employee*), request permission to  
(*Print Name*)  
participate in the *Telecommuting Program (Program)*, and to perform my job duties at an alternative worksite. If approved, I agree to act in accordance with this *Telecommuting Work Agreement (Agreement)*, and I understand that my failure to comply with the terms of the *Agreement* and the DBH Telecommuting policy may result in my termination from the *Program* (e.g., renewal of application and/or agreement during April, May or June for the current fiscal year to be effective October 1 of the following FY and review of the agreement every three months).

**II. TERMS AND CONDITIONS**

1. *Employee* agrees to participate in the *Program* for a period not to exceed three (3) months per request, beginning \_\_\_\_\_ and ending \_\_\_\_\_. This *Agreement* may be extended for three (3) months at a time, based on supervisory approval. (Dates should start at the beginning of a pay period.)

**At the end of the three (3) months**, the terms of this *Agreement* should be reviewed, if changes are required. If there are no changes and the agreement is to be extended, the extension dates should be listed below and initialed by the employee and immediate supervisor only, Note: Reapplication is needed every April, May and June, to be effective October of the following Fiscal Year (see Section I above).

From \_\_\_\_\_ To \_\_\_\_\_  
From \_\_\_\_\_ To \_\_\_\_\_  
From \_\_\_\_\_ To \_\_\_\_\_

2. *Employee's* official duty station is:

\_\_\_\_\_

3. *Employee's* alternative worksite is:

\_\_\_\_\_

4. Describe in detail the designated work area at the alternative worksite:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. At the official duty station, *Employee's* work hours and tour of duty are from \_\_\_\_\_ to \_\_\_\_\_, on the following days:  
\_\_\_\_\_.
6. At the alternative worksite, *Employee's* work hours and tour of duty will be from \_\_\_\_\_ to \_\_\_\_\_, on the following days:  
\_\_\_\_\_, with a lunch break that is considered "off-duty" time.
7. Upon request of *Employee's* supervisor, *Employee* must be able to report back to the official duty station *within two (2) hours of the request*.
8. The supervisor will maintain a copy of *Employee's* work schedule as will the timekeeper, and *Employee's* time and attendance will be recorded in the same manner as if s/he were performing official duties at the official duty station.

### **III. WORK STANDARDS AND PERFORMANCE**

1. The *Employee* will meet with the supervisor to receive assignments or projects and to review completed work as necessary and appropriate. All assigned work will be completed according to work procedures as directed by the supervisor, and according to guidelines and expectations stated in *Employee's* performance plan.
2. The supervisor will evaluate *Employee's* job performance in accordance with *Employee's* performance plan (PP).
3. *Employee* agrees to limit performance of his or her officially-assigned duties to assignments or projects approved by the supervisor for the alternative worksite.
4. *Employee* must also be able to respond to any work-related voice mails or electronic mails *by close of business or within 24 hours from receipt of the same*.
5. *Employee* may be required to return to the official duty station if DBH network or systems are unavailable and can not be accessed for their use for significant lengths of time.
6. *Employee* will apply approved safeguards to protect Department of Behavioral Health (DBH) or District government records at the alternative worksite from unauthorized disclosure and damage, and will comply with the Privacy Act, Mental Health Information Act (MHIA), and the Health Information Portability and Accountability Act (HIPAA) requirements and applicable DBH policies. (See DBH Policy 645.1, DBH Privacy Policies and Procedures.) DBH data shall not be stored on any systems or devices not provided or approved for use by DBH.
7. The supervisor shall provide the employee with specific instructions on protecting any confidential information from being exposed, especially in the case of employee

owned equipment where others may use the same computer.

#### **IV. COMPENSATION AND BENEFITS**

1. *Employee* will continue to work in a pay status while working at his or her alternative worksite. All salary rates, leave accrual rates, and travel entitlements will remain as if *Employee* performed all work at the official duty station.
2. *Employee* understands that overtime work must be approved in advance by the supervisor. If *Employee* works overtime that has been approved in advance, s/he will be compensated in accordance with D.C. personnel regulations, applicable law, DBH policy and, where applicable, collective bargaining agreement.
3. By signing this *Agreement*, *Employee* agrees that failing to obtain approval for overtime work may result in his or her removal from the *Program* or other appropriate action.
4. *Employee* must obtain supervisory approval before taking leave in accordance with established office procedures. By signing this form, *Employee* agrees to follow established procedures for requesting and obtaining approval of leave.

#### **V. EQUIPMENT/EXPENSES**

1. If *Employee* uses DBH equipment, s/he agrees to protect such equipment in accordance with DBH guidelines. District government-owned equipment will be serviced and maintained by DBH.
2. The employee agrees that the use of equipment, software, data and supplies provided by DBH for use at the employee's alternative work location is limited to authorized personnel and/or purposes related to business for DBH.
3. DBH reserves the right to recoup the value of any unreturned property from the employee through all appropriate means, including from the employee's final pay check.
4. If *Employee* provides equipment, s/he is responsible for servicing and maintaining it operational with a working internet connection and a working telephone with a functional voice mail system. DBH Help Desk support is not available for employee owned equipment.
5. When employee-owned equipment is used, it may be inspected prior to initiation of the telecommuting agreement.



6. Neither DBH nor the District government will be liable for damages to *Employee's* personal or real property during the course of performance of official duties or while using District government equipment at the alternative worksite.
7. Neither DBH nor the District government will be responsible for operating costs, home maintenance, or any other incidental cost (*e.g.*, utilities) associated with the use of *Employee's* residence as an alternative worksite.
8. DBH will not purchase desks or other furniture or fixtures for telecommuters and will not be liable for any costs upon termination of the agreement. Based on supervisory pre-approval, DBH will be responsible for the cost of all business-related long distance phone calls while telecommuting. Telephone costs must be supported by itemized phone bills, etc. and paid by the employee's program.
9. Any telecommuting expense, pre-approved by the supervisor, not specifically covered in this agreement will be dealt with on a case-by-case basis between employee and supervisor.

The process for submitting any allowable costs for reimbursement will be established and disseminated by the DBH Office of the Chief of Administrative Operations.

10. It is permissible for approved telecommuters to take a reasonable number of office supplies (pens, pencils, stationery, envelopes, etc.) to the alternative worksite for telecommuting.

## **VI. SAFETY**

*Employee* is covered by the appropriate provisions of the Disability Compensation Program, as appropriate, if injured through the use of DBH owned equipment. *Employee* will immediately notify his or her supervisor of any work-related injury that occurs at the alternative worksite during approved working hours. The supervisor will investigate all accident and injury reports immediately following notification.

## **VII. INDEMNIFICATION**

I indemnify and hold harmless the District government, its employees, agents and officers from any and all liability for personal injury or any claim for compensation whatsoever that may be filed against the District government, its employees, agents or officers, arising from any incident that occurs while *I* am working at my place of residence or other alternative worksite. This indemnification provision shall be null and void in the event *I* am not approved for participation in the *Program*. If the application is approved but is subsequently terminated, the indemnity provision shall no longer be in effect after the last day on which *I* was allowed to participate in the *Program*.

**VIII. INITIATION AND TERMINATION OF AGREEMENT**

1. *Employee* agrees to adhere to this *Agreement*, to DBH Policy 717.4A on telecommuting, and any other applicable DBH guidelines and policies.
2. The signature of the supervisor and the second level manager/equivalent below indicates DBH's concurrence with *Employee's* participation in the *Program*, and DBH's intention to adhere to the *Agreement* and other applicable guidelines, policies, and procedures.
3. *Employee* may terminate participation in the *Program* at any time, subject to the terms of the *Agreement*. *Employee* shall provide at least fifteen (15) calendar days advance notice to the supervisor. The supervisor should also provide fifteen (15) calendar days advance notice to *Employee*, where practicable.
4. The supervisor may terminate *Employee's* participation in the *Program* at any time for reasons that include, but are not limited to, *Employee's* performance and the program's organizational needs.
5. At end of each telecommuting period specified in this *Agreement*, the supervisor will complete a *Telecommuting Status Report* to evaluate the *Program*.
6. By signing below, *Employee* agrees to comply with the terms of the *Agreement* and acknowledges that s/he has received a copy of the DBH Policy 717.4AA, Telecommuting.

**IX. ALTERNATIVE WORKSITE INFORMATION**

*Employee's* alternative worksite address and telephone number (location must be within employee's normal commuting area):

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, and Zip Code)

\_\_\_\_\_  
(Phone Number)

(Employees must keep this information up-to-date)

DBH equipment will be provided as follows: \_\_\_\_\_

(attach additional sheet as needed)

Employee owned equipment will be used

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\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Second Level Manager/Equivalent Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Division Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Administration Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
DBH Director

\_\_\_\_\_  
Date

**D.C. DEPARTMENT OF BEHAVIORAL HEALTH**

**TELECOMMUTING PROGRAM  
APPEALS APPLICATION**

Any employee whose request for participation in the Telecommuting Program has been denied by his or her immediate supervisor may submit an appeal within ten (10) calendar days of the decision. The appeals application must include a detailed justification substantiating the request for reconsideration. **A copy of the denied application must be attached.**

**Appeal Levels:**

- The appeals application must be submitted to the 2<sup>nd</sup> (next)-level manager/equivalent.
- If the employee is dissatisfied with the decision rendered, he/she may request a reconsideration from the DBH Director through the normal chain of command. The DBH Director's decision is final and not appealable.

**Employee Information:**

Employee Name \_\_\_\_\_

Title \_\_\_\_\_

Grade/Step \_\_\_\_\_ Agency & Program \_\_\_\_\_  
(Agency: BHA, SEH, or Behavioral Health Services)

Program \_\_\_\_\_

Supervisor \_\_\_\_\_

**Telecommuting Schedule Selected:**

Circle day(s) of the week: Mon., Tues., Wed., Thurs., Fri.

Work Hours: From \_\_\_\_\_ To \_\_\_\_\_

***Telecommuting Program Appeals Application***

**Written Justification/Reason for Appeal:** *(Please attach additional sheets if necessary)*

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Employee Signature

Date

**Deciding Official:**

Appeal Granted     Appeal Denied

**Justification for Denial:** *(Please attach additional sheets if necessary)*

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Name \_\_\_\_\_

Title \_\_\_\_\_  
(Print)

Signature \_\_\_\_\_

Date \_\_\_\_\_

A copy of the decision must be submitted to the Telecommuting Program Coordinator in the **DBH Division of Human Resources**, at the **Behavioral Health Authority**, 64 New York Ave., NE, 3rd floor, Washington, DC. 20002

**FACTORS TO CONSIDER WHEN MAKING  
A DECISION ON TELECOMMUTING**

**A. In determining whether the nature of the work is suitable, the following should be considered:**

1. The level of supervision that the employee's work requires;
2. The level of thinking and writing required;
3. The level of face-to-face contact with other employees/public required (especially in cases for 5 days telecommuting per workweek);
4. The level of telephone communications required; and
5. The level of in-office reference materials or computer network data files needed to competently perform job.

**B. In determining whether the employee's work habits are suitable, the following should be considered:**

1. The amount of supervision or frequent feedback needed, i.e., ability to work independently;
2. The quality of organization and planning skills;
3. The importance of co-workers' input to work function;
4. The amount of self-discipline, self-direction required concerning the work (duties);
5. The reliability concerning work hours;
6. The employee's past and present level of performance (proven ability to perform, self-motivation);
7. The employee's record on whether disciplinary actions have been taken against him or her related to work performance;
8. Whether the employee is on a performance improvement plan;
9. The desire or need to be around people;
10. The ability to manage time and meet clear objectives;
11. The desire or need for flexibility for any reason; and
12. The quality of work performance or productivity.

**C. Supervisor's/manager's management traits and role are just as critical to the success of a telecommuting arrangement. As with the employee, there are management traits that help make telecommuting work. They are:**

1. An open, positive attitude towards telecommuting;
2. A mutual trust and respect in ongoing relations with the employee;
3. Effective organizational and planning skills;
4. The ability to establish clear objectives and measurements;
5. Willingness to provide feedback regularly;
6. The ability to facilitate open communication; and

7. An innovative and flexible approach to supervising subordinates and interacting with co-workers.

**REASONS FOR MODIFYING OR TERMINATING A  
TELECOMMUTING WORK AGREEMENT**

**The following are examples of reasons for modifying or terminating a  
Telecommuting Work Agreement:**

1. When the employee is reassigned to another supervisor or subordinate component (i.e., different office or division);
2. When the employee is reassigned to a different position;
3. When the employee's or organization's productivity decreases in quantity or quality;
4. When the employee fails to observe the requirements of the Telecommuting Program;
5. When assignments or projects are not completed within the agreed-upon timeframes (assuming that the delays are within the employee's control);
6. When assignments or projects change;
7. When the employee repeatedly fails to be accessible by either telephone or e-mail during the agreed-upon work schedule, or other similar reasons; or
8. When a determination is made that assignments or projects contain sensitive or confidential information that would be at an unacceptable risk; and
9. When an employee has or receives an official performance rating of "Unsatisfactory" or "Needs Improvement" if the supervisor determines that the employee's performance is impacted by the telecommuting.

**D.C. Department of Behavioral Health  
TELECOMMUTING STATUS REPORT**

The following status report is designed to assess the overall performance of the *Telecommuting Program*. At the end of the period specified in the *Telecommuting Work Agreement*, each supervisor shall complete a report on each participant in the *Program* under their direct supervision. Upon completion, the report should be submitted to the DBH *Telecommuting Program Coordinator* located in the DBH Division of Human Resources.

Supervisor's Name: \_\_\_\_\_

Agency & Program: \_\_\_\_\_  
(Agency: BHA, SEH, Behavioral Health Services)

Position Title/Series/Grade: \_\_\_\_\_

Name of employee you supervise: \_\_\_\_\_

Report Period: From: \_\_\_\_\_ To: \_\_\_\_\_

Commuting Miles per Day (Round Trip) \_\_\_\_\_

Please answer the following questions:

1. On the days your employee telecommuted, did he/she communicate with you for assistance or direction? If so, what were the reasons for the communication? Check all that apply:

Check if applicable	Factor	Number of Calls/emails	Average Length of Calls
	a. General work direction or questions		
	b. Employee needed information to do work		
	c. Equipment problems		
	d. Schedule problems or changes		
	e. Requested leave for personal illness		
	f. Requested vacation leave		
	g. Requested any other type of leave		
	h. Other (please specify)		



2. Did you notice any change in your employee's productivity during this report period? If so, what was the nature of the change. Check applicable answer:

Check if applicable	Factor	Number of Calls/emails	Average Length of Calls
	a. No change		
	b. Increase in productivity		
	c. Decrease in productivity		

3. As a supervisor, did you experience any problems as a result of telecommuting? Check all that apply:

	RATE				
	Minor Problem		3	Major Problem	
	1	2		4	5
a. Communication with employee was difficult.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Scheduling meetings or conferences was difficult.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Complaints from co-workers.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Complaints from colleagues outside of work unit.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Complaints from public or officials from outside of agency.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Employee didn't work hours he/she was scheduled.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Employee worked too long while telecommuting.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. I'm not sure how much employee accomplished.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i. Other (please specify)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

4. Indicate whether you notice any of the following advantages? Check all that apply:

	RATE				
	Minor Advantages		3	Major Advantages	
	1	2		4	5
a. Other employees could use the employee's space and equipment during the day he or she was not present.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Improvement in employee's demeanor towards work or assignments.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

c. Employee was able to work even though he/she was mildly ill.

d. Employee used less vacation time than might have been expected.

e. Other (please specify).

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5. General comments (optional):

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