

## **MOUNT SINAI REMOTE WORK AGREEMENT**

This Remote Work Agreement (“Agreement”) is made by and between the individual whose name appears at the end of this Agreement (hereinafter “Employee”) and The Mount Sinai Hospital/Icahn School of Medicine at Mount Sinai/Beth Israel Medical Center (Mount Sinai Beth Israel or Mount Sinai Brooklyn)/New York Eye and Ear Infirmary/St. Luke’s Roosevelt Hospitals Center (Mount Sinai West/Mount Sinai Morningside) (individually and collectively, “Mount Sinai,” as applicable to the individual’s employment) and sets forth the terms and conditions for the Employee to perform remote work (“Remote Work”). Remote Work is a mutually agreed upon work alternative arrangement between the Employee and the Employee’s manager. The Employee understands that Mount Sinai has the unilateral right to terminate this Agreement at any time for any reason without notice.

### **1. DESIGNATED WORK AREA, EQUIPMENT AND SUPPLIES**

1.1 Designated Work Area. Employee is responsible for establishing and maintaining a designated work area (the “Designated Work Area”), specified in Attachment A of this Agreement, which is safe, free from hazards and meets the reasonable requirements established by Mount Sinai and that meets the prior approval of Mount Sinai.

1.2 Furnishings and Maintenance. Employee is responsible for all costs associated with establishing and maintaining the Designated Work Area. Employee understands that Mount Sinai will not be responsible for any of the operating costs associated with the maintenance of the Designated Work Area, including, but not limited to utilities, rent/mortgage, furniture, internet expense, costs of cleaning, etc. Employee does not relinquish entitlement to reimbursement for authorized expenses incurred while conducting business for Mount Sinai.

1.3 Equipment and Maintenance. Mount Sinai may provide equipment to Employee at its sole discretion. Employee must comply with applicable IT Remote Work and Security policies (Attachment B)

- 1.3.1 When Employee-owned equipment is being used, Employee shall ensure that anti-virus software with current virus-definitions is in place prior to connecting to Mount Sinai by remote access.
- 1.3.2 Employee agrees that all work-related documents and communications shall be stored within Mount Sinai network drives and folders and not within the local drive on Employee-owned equipment.
- 1.3.3 Employee understands that Mount Sinai will not be responsible for the repair and/or maintenance of Employee-owned equipment.
- 1.3.4 Only Mount Sinai personnel may repair and/or maintain Mount Sinai-owned equipment. Any repairs and/or maintenance must be done at a Mount Sinai location.
- 1.3.5 For data security reasons, printers will not be provided and printing is generally prohibited.

1.4 Expenses. Mount Sinai will not reimburse Employee for mileage, parking or any travel expenses incurred when traveling to or from the Designated Work Area and Mount Sinai or its offices, even if such travel is required during Employee's Remote Work schedule or to service Mount Sinai equipment. In rare cases where an exception is appropriate under Mount Sinai policy or practice, Employee must obtain authorization for reimbursement, in advance, from Employee's manager.

1.5 Unauthorized Use of Property. Any equipment, supplies, or other property provided by Mount Sinai to the Employee are provided exclusively for use for Remote Work. Such equipment, supplies and other property may not be used by any person not employed by Mount Sinai (including Employee's household members) and may not be used for any purpose other than Mount Sinai business. Employee may not install any personal or unapproved applications on Mount Sinai hardware, or install non-Mount Sinai hardware or peripherals. Employee must maintain all Mount Sinai equipment, supplies, and other property in good condition, minus normal wear and tear.

1.6 Return of Equipment. Employee shall return any equipment, supplies, and other property provided by Mount Sinai upon Mount Sinai's request. Upon termination of employment or this Agreement, Employee agrees to deliver promptly all equipment, supplies, documents, and other property of Mount Sinai including, but not limited to, office supplies, documents, handbooks, computerized information, hardware and software. Mount Sinai must approve in advance any shipping of equipment.

1.7 Employee must report any theft or loss of a Mount Sinai device within 24 hours of the event. Employees must file a police report regarding the event.

## **2. CONFIDENTIAL INFORMATION**

2.1 Confidential Information. The term "Confidential Information" as used in this Agreement shall include, without limitation, protected health information ("PHI"), financial information, policies, salary information, salary surveys and analyses, forms and procedures, client lists, business plans, products, services, information systems methodologies, research and development, existing or prospective business arrangements with third parties, prospective or executed contracts, and other plans, strategies or arrangements regarding the current and prospective business clients of Mount Sinai. Employee acknowledges and agrees that such Confidential Information is the property of Mount Sinai and that Mount Sinai would suffer great loss and injury if Employee were to disclose any of the Confidential Information, intentionally or otherwise, in accordance with governing laws.

2.2 Non-Disclosure and Protection. Employee must maintain Confidential Information at Mount Sinai premises only and at no other location, except at the Designated Work Area and only if absolutely required to do so in order to carry out Employee's responsibilities, in which case Employee shall maintain only that Confidential Information. Should Employee maintain Confidential Information at the Designated Work Area, Employee will take all reasonable precautions to protect such Confidential Information from unauthorized

disclosure, theft, damage, or misuse, and agrees to separately maintain an accurate log of all Confidential Information maintained at the Designated Work Area. Confidential Information must be kept in a locked file at the Designated Work Area so that it is not accessible to others, and all electronic copies must be safeguarded by use of password-protected files and computers. Employee agrees to abide with all other Mount Sinai policies and procedures regarding safeguarding and handling of Confidential Information including, but not limited to, policies and procedures regarding privacy and security and the use of electronic mail/the Internet.

**2.3     Reporting Obligation.** In the event of a security breach or suspected breach, theft or loss involving PHI, electronic, financial information, Employee is obligated to notify their manager and Mount Sinai's Compliance Office, Ray Shelton at (646) 605-7124 or (800) 853-9212 as soon as possible.

### **3.     SAFETY AND LIABILITY**

**3.1     Inspections.** Employee agrees that Mount Sinai may visit the Employee's Designated Work Area to audit Employee's compliance with any safety standards or investigate any work-related injury, provided that those visits are scheduled in advance. Such visits may be in person or virtual, as appropriate. Additionally, Employee agrees to receive phone calls from outside auditors to ensure compliance with this Agreement.

**3.2     Reporting of Accidents.** Employee must report any work-related injuries to Mount Sinai's Human Resources Department and Employee's manager immediately, but no later than 24 hours after such injury. Employee agrees to allow representatives from Mount Sinai's workers' compensation carrier and/or other designees to visit Employee's Designated Work Area to investigate any such work-related injuries.

**3.3     Employee Liability.** Mount Sinai assumes no liability for injuries to Employee that occur outside of the Designated Work Area at any time, or occur within the Designated Work Area outside of Employee's Remote Work schedule or outside the scope of Employee's work responsibilities or activities. In addition, Employee is wholly liable for injuries suffered by other persons at the Designated Work Area. Employee understands that Mount Sinai is not liable for damage to their personal or real property while working at the Designated Work Area. Employee agrees to comply with all applicable state and local laws and regulations including home work laws. Tax implications, if any, are Employee's responsibility.

**3.4     Indemnification.** Employee agrees to defend and hold Mount Sinai, its affiliates, contractors, employees and agents harmless from and against any and all claims, demands, or liability (including any related losses, costs, expenses, and attorney's fees) resulting from or arising in connection with the injury to or death of persons (except for work-related injuries to Employee in the Designated Work Area during the employee's Remote Work schedule) or damage to property, caused directly or indirectly, by Employee in the performance of duties and obligations under this Agreement.

#### **4. WORK SCHEDULE**

Employee agrees to abide by the Remote Work schedule as set forth in Attachment A of this Agreement, as that schedule may be amended from time to time by Mount Sinai. Employee acknowledges and agrees that strict compliance with this schedule is necessary to ensure maximum accessibility. Employee must contact their manager at the beginning and end of each workday at the Alternate Work Site (unless it is otherwise expressly agreed with the manager) as well as ensure compliance with existing time-reporting policies and procedures. Employee agrees to notify Employee's manager, when leaving the Remote Work Site during Employee's Remote Work schedule. Employee agrees to be able and available to respond or return to the offices at Mount Sinai as needed and to structure their time to ensure attendance at required meetings and corporate events, as designated by their manager.

Employee acknowledges that there may be times when Mount Sinai offices are closed or inaccessible because of emergencies that do not affect the Remote Work Site, or Employee's ability to work at the Remote Work Site. Employee further acknowledges that Employee's ability to continue working at the Remote Work Site during such emergencies may not only be possible but also essential to plan to continue normal operations. Therefore, Employee understands and agrees that Employee will continue Employee's normal work schedule and responsibilities during any such emergency when Mount Sinai offices are closed or inaccessible, and further will perform duties outside the scope of their regular responsibilities as assigned by their manager, in order to continue Mount Sinai operations.

#### **5. PERFORMANCE**

5.1 Job Duties. Employee's at-will work status, job duties, and other terms and conditions of employment will remain unchanged as a result of this Agreement. Employee agrees to complete all assigned work according to procedures established by Employee's manager. In order to help their manager judge performance, Employee agrees to provide reports and keep their manager informed of progress on assignments performed at the Designated Work Area. Employee also agrees to keep their Manager informed of any problems that they may experience while performing Remote Work. The Employee will remain obligated to comply with all Mount Sinai rules, policies, practices, and procedures, except as may be modified in this Agreement.

5.2 Performance Review. The Employee's job performance will be reviewed after the first 30 days of Remote Work and on a quarterly basis thereafter. Employee understands that a decline in performance may be grounds for revoking this Agreement and/or discipline, up to and including termination of employment.

5.3 At-Will Employment. This Agreement shall not be considered a contract or promise of employment. Nothing in this Agreement guarantees employment for any specific term. Employee acknowledges and agrees that they will remain an Employee-at-will, which means that the Employee may leave employment voluntarily for any reason at any time and may

likewise be terminated at any time for any reason.

5.4 Cooperation with Evaluation Surveys. Employee must participate in all evaluation surveys and focus groups conducted by Mount Sinai regarding Remote Work.

## **6. TERM OF THIS AGREEMENT**

Nothing in this Agreement guarantees the Employee may be permitted to perform Remote Work for any specific term. Mount Sinai has sole and absolute discretion to terminate this Agreement at any time for any reason without notice.

## **7. MISCELLANEOUS**

7.1 Choice of Law. This Agreement will be interpreted in accordance with New York law without regard to the conflict of laws or principles thereof. Jurisdiction and venue for any cause of action arising hereunder shall be New York County, New York.

7.2 Enforceability. If any of the provisions, or portions thereof, of this Agreement are deemed to be invalid under any applicable statute or rule of law, they are to that extent to be deemed omitted and the same shall have no effect on the validity or enforceability of the remaining provisions.

7.3 Survival. The obligations of Sections 1.6, 2, 3 and 7 shall survive termination of this Agreement for any reason.

**I, the undersigned Employee, understand and agree to the terms and conditions of this Agreement and its Attachments.**

**Employee (print name)**\_\_\_\_\_ **Date**\_\_\_\_\_

**Employee (Signature)**\_\_\_\_\_

**I, the undersigned Manager, have discussed the terms and conditions of this Agreement with the Employee.**

**Manager (Signature)**\_\_\_\_\_ **Date**\_\_\_\_\_

## **ATTACHMENT A**

### **Remote Work Designated Area (address)**

Notify Mount Sinai of any change in address by logging into Sinai Cloud or pasting this URL <https://ejis.fa.us6.oraclecloud.com/> into your Google Chrome web browser)

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### **Contact Information at Designated Area:**

- Designated Work Area telephone number: \_\_\_\_\_
- Designated Work Area facsimile number (if available): \_\_\_\_\_
- Cellular phone number: \_\_\_\_\_

### **Onsite Work Location (if applicable)**

- Mount Sinai and Employee agree that Employee's primary, on-site work location is (check one):

\_\_\_\_\_ Mount Sinai Hospital/Icahn School of Medicine at Mount Sinai (ISMMS),

Manhattan

\_\_\_\_\_ Mount Sinai Queens

\_\_\_\_\_ Mount Sinai Beth Israel

\_\_\_\_\_ Mount Sinai Brooklyn

\_\_\_\_\_ Mount Sinai West

\_\_\_\_\_ Mount Sinai Morningside

\_\_\_\_\_ New York Eye & Ear Infirmary of Mount Sinai

\_\_\_\_\_ Mount Sinai South Nassau

\_\_\_\_\_ Other:

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**Remote Work Schedule:**

- Employee agrees that the Remote Work schedule, during which time Employee will work in the Designated Work Area, will be:

Days of week\_\_\_\_\_

Work hours: \_\_\_\_\_ Eastern Time

- Other requirements (e.g., number of times required to check email and voicemail or contact manager per workday) or specific tasks that must be performed:

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**Equipment provided by Mount Sinai:**

(No equipment may be removed from a Mount Sinai work location without authorization)

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**Other:**

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## **ATTACHMENT B**

For more information about equipment, review this [Telework Technology Policy](#)