

PERSONAL MOBILE DEVICE POLICY

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Personal Mobile Device Policy

1. Purpose

The purpose of this policy is to provide for the use and reimbursement of employee owned or personal mobile devices that are used for county business.

2. Applicability

The program for using personal mobile devices for county related business is available for exempt employees only. Exempt County employees who are approved to use their personal mobile device in lieu of a County purchased device may also be eligible for a stipend.

3. Definitions

a. Appointing Authority

The elected official or department head of an office or department or any subordinate employee delegated the authority to act for the elected official or department head.

b. Mobile Device

A mobile device is a handheld device that combines computing, telephone/fax, messaging, Internet and networking features. Other features might include a stylus or keyboard version for input, handwriting, and some voice recognition. Examples include but are not limited to: Blackberries, iPhones, Droids, iPad and ipod Touch.

c. Personal Mobile Device

A mobile device as defined above that is owned by a county employee. The employee also maintains a contract and pays for the service of the device.

d. E-mail

Electronic mail sent or received on the County email system.

e. Electronic Files

Information stored electronically residing on storage media containing data, images, programs or other information. This includes all files produced or copied onto County-owned or operated hardware, or files produced or copied either to or from other information systems on behalf of the County.

f. Internet

Refers to connectivity with other agencies, networks and/or services outside local area networks established and maintained by Thurston County.

g. Stipend

Regular reimbursement amount for use of a personal mobile device that is included in employee's paycheck.

4. Use of Personal Mobile Devices for County business

The county has the ability to connect personal mobile devices to send and receive county email. At the Appointing Authority's discretion, exempt employees may be approved to use their personal mobile device to conduct county business, subject to the provisions of section 10 below, in lieu of a county issued device. The Personal Device Use Agreement (Appendix A) must be filled out, signed, and submitted to Central Services.

5. Reimbursement for Business Use of Personal Mobile Device

Individuals who conduct County business on their personal mobile devices and do not have a valid signed Personal Mobile Device Stipend Agreement (Appendix B) may not apply for reimbursement for such calls or texts.

6. County Paid Monthly Stipend for Use of Personal Mobile Device

At the Appointing Authority's discretion, exempt employees who would otherwise be provided with a County issued mobile device can request to receive a monthly stipend for using their personal mobile device for County business. Exempt employees eligible to receive this benefit must complete a Personal Mobile Device Stipend Agreement (See Appendix B) to be submitted to the employee's Appointing Authority for approval. The agreement can be made at any time during the year and shall be reviewed annually with the manager/supervisor.

Once approved, the stipend amount will be added to the exempt employee's regular paycheck and will be identified as a taxable benefit. This stipend does not constitute an increase to base pay and will not factor into any annual raises, job upgrades, or retirement calculations. The stipend amount will be a flat rate per month, based on the Stipend Options outlined in Appendix B. The County will pay only the agreed upon amount and it reserves the right to remove a participant from this plan, or cancel the plan, for any reason, at any time.

7. Employee Responsibilities for Stipend

Exempt employees who receive a monthly stipend agree to purchase a device that meets the County's technical standards and adhere to the guidelines as documented in Mobile Device Guideline ITCG-405 Section 7. In addition, they must agree to and sign the Personal Device Use Agreement (Appendix A).

Employees will notify their supervisor/manager if their phone number or plan is modified. If the employee terminates his/her wireless contract at any point, he/she must notify his/her supervisor within 5 business days to terminate the stipend.

Use of the phone in any manner contrary to local, state, or federal laws will constitute misuse, and will result in immediate termination of the mobile device stipend. Employees are expected to delete all County data from the wireless communication device when their employment is severed, except when required to maintain that data in compliance with litigation hold.

8. Damage to Personal Mobile Device During Work

Any damage to a personal mobile device on work time is the responsibility of the employee.

9. Appointing Authority Responsibilities

The Appointing Authority will be responsible for managing employees that are participating in the Mobile Device Use and Stipend program and will ensure employees in this program are adhering to this policy and the guidelines outlined in the signed agreements. The Appointing Authority will review the effectiveness of the program on an annual basis. The supervisor/manager has the right to ask for a copy of the employee's bills at any time for review. The Appointing Authority must notify Central Services as soon as possible upon departure of any employee that was using a personal mobile device for county business.

10. Public Records

All county business generated on personal mobile devices are subject to the Public Records Act. County email sent and received on a personal mobile device is archived in the county system for retention. Text messages sent and received on a personal mobile device are not stored in any other form. Employees shall not use texting for any County business.

Appendix A

Personal Device Use Agreement

Each employee that is approved for use of personal Blackberry or personal remote device must read and agree to the following guidelines:

1. I will promptly report lost or stolen devices to Technical Support Desk by calling 360-786-5419 as soon as the loss is noticed.
2. I have reviewed the County's **Electronic Information System and Communications Policy** and understand the appropriate usage of my personal device while doing county business.
3. I understand that using a personal mobile device for County business may result in personal records and/or device being subject to public disclosure, and/or disclosure during litigation
4. I will not store any protected Thurston County data (SSNs, Credit Card Numbers, Health information etc.) on my personal smart device.
5. I will adhere to having my personal device set up with a Personal Identification Number (PIN) and time out setting. I understand that the PIN settings will be set to 5 consecutive tries and that if this is exceeded the device will be reset to factory defaults.
6. I agree the device will be set for remote wipe capability if lost or stolen.
7. I understand that my personally stored data may be lost while Central Services is troubleshooting the device.
8. Upon separation from the county, I will request Central Services to delete my access to the server and delete all county email and data from my personal device.
9. Personal Device type:
Blackberry ___ Apple I-Pad/I-Phone ___ Droid ___ Windows ___

I, the undersigned, agree to the guidelines as outlined above:

Employee Name (Print)

Office/Department

Employee Signature Date

Appointing Authority Date

IT Technical Manager Date

File one copy of this signed form in the department personnel file and send one copy to the Information Technology Technical Manager.

Appendix B

Personal Mobile Device Stipend Agreement (Exempt Employees Only)

I _____ do hereby acknowledge and understand:

(PLEASE PRINT)

1. I will be responsible for the purchase, maintenance, and replacement of a mobile device in lieu of a County provided device.
2. I will establish a service contract with a provider of my choice and make all payments to the service provider. I am responsible for complying with and payment of all expenses incurred (including long distance, roaming fees, and taxes). I will accept all liability for claims, charges, or disputes with the service provider.
3. It is my responsibility to work directly with the service provider for any technical problems.
4. Upon request, I will provide my Appointing Authority a copy of the monthly access plan charges and business related use.
5. I will notify my Appointing Authority immediately of a phone number change or plan change.
6. That the use of my personal cellular telephone for County business is a voluntary program.
7. That I agree to have my personal cellular telephone accessible and available at all times during my schedule for County business hours or while on call or standby or other times that I may be required to be available for County business.
8. That because I am willing to use my personal cellular telephone for official Thurston County matters, the County will reimburse me with a monthly stipend of _____ per month (the "Stipend"). That the Stipend will be included in my regular pay check. That the Stipend is considered W-2 wages for federal income tax purposes and will be subject to all required employment and income tax withholdings.
9. That the use of my cell phone for County business shall not be considered a right or obligation or past practice and is not an on-going benefit that is included in the my overall compensation package.
10. That the County may terminate this stipend program at any time.
11. That I have fully read and agree to the terms of this agreement as presented above.

Employee Signature

Date

Provider & Mobile Phone Number

Appointing Authority Signature

Date

Notes: _____

Appendix C

Stipend Agreement Options

The following programs are available for stipend reimbursement amounts at Thurston County (check one):

- | | |
|-----------------------------------------------------------|------------------|
| <input type="checkbox"/> Standard Cell Phone (Voice only) | \$25 per month |
| <input type="checkbox"/> Tablet/Data only | \$25 per month |
| <input type="checkbox"/> Smart Phone | \$45 per month |
| <input type="checkbox"/> Wireless Priority Service (WPS) | \$4.50 per month |

The above rates will be reviewed and modified as needed to reflect any changes in County cell plans or contract changes.

_____ I choose to accept the stipend chosen above.

_____ I choose to decline the stipend.