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**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 County employees who are approved to use their personal mobile device in lieu of a County purchased or issued device. Such employees are eligible for a monetary stipend.

3. Definitions

a. Appointing Authority

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

b. Mobile Device

A mobile device is a handheld device with computing, telephony, messaging, Internet, and/or networking features. Examples include but are not limited to: cell phones, smartphones, and tablets.

c. Personal Mobile Device

A mobile device as defined above that is owned by a County employee. The employee is responsible for and pays for the service of the device.

d. Email

Electronic mail sent or received on the County email system.

e. Electronic Files

Information stored electronically which resides 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 Lewis County.

g. Stipend

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

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4. Use of Personal Mobile Devices for County Business

At the Appointing Authority's discretion, employees may be approved to use their personal mobile device to conduct County business, subject to the provisions of section 10, in lieu of a County issued device. The Personal Device Use Agreement (Appendix A) must be filled out, signed, and submitted to the Information Technology Services Division of the Central Services Department.

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 submit for reimbursement.

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

At the Appointing Authority's discretion, 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. The stipend program will be at the sole discretion of the elected official or department head. (See Appendix C). 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 employee's regular paycheck and may be identified as a taxable benefit in accordance with IRS requirements. This stipend does not constitute an increase to base pay and will not factor into any overtime pay, 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 in Appendix B 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

Employees who receive a monthly stipend agree to purchase and maintain a device (at their sole expense) compatible with the County network and capable of performing required County business functions. Employees should consult with Information Technology Services prior to purchasing a device to ensure compatibility and capability. In addition, employees must agree to and sign the Personal Device Use Agreement (Appendix A) and the Stipend Agreement Option (Appendix C)

If requested the employee agrees to provide the employer with a map of their current cellular coverage area. Employee understands that, at the sole discretion of the department head or elected official, the stipend may be denied, terminated or suspended if the coverage plan does not provide adequate service coverage.

Employees will notify their supervisor/manager or program designee if their device phone number changes. Likewise, if the employee terminates or significantly modifies their wireless carrier contract at any point, they must notify their supervisor or program designee within 5 business days to terminate or modify 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 public disclosure rules or litigation hold request.

8. Damage to Personal Mobile Device During Work

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

9. Appointing Authority Responsibilities

The Appointing Authority will periodically review the effectiveness of this program. The supervisor/manager or program designee has the right to ask for proof of employee phone service or coverage area at any time. The Appointing Authority must notify Information Technology 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 records stored 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 email archiving system for retention. Text messages sent and received on a personal mobile device are not stored by Lewis County, however, they still may be subject to the Public Records Act. .

# Appendix A

## Personal Device Use Agreement

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

1. I will promptly report lost or stolen devices to Information Technology Services by calling 360-740-1247 and emailing helpdesk@lewiscountywa.gov as soon as the loss is noticed.
2. I have reviewed the County's **Technology Policy** and understand the appropriate usage of my personal device while performing County business.
3. I understand that using a personal mobile device for County business requires me to submit any County data that is subject to public disclosure, and/or disclosure during litigation.
4. I will not store any protected Lewis County data (SSNs, Credit Card Numbers, Health information, etc.) on my personal device.
5. I will adhere to having my personal device set up with a Personal Identification Number (PIN) (or equivalent security measures) and timeout setting. I understand that the PIN settings will be set to 10 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 personal stored data may be lost while Information Technology Services is troubleshooting the device for County business purposes.
8. I understand that Information Technology Services will only support my personal device to the extent needed to operate for County purposes.
9. Upon separation from the County, I will request Information Technology Services to delete my access to the server and delete all County data from my personal device.
10. Personal Device type:  
 Apple - IOS\_\_\_\_      Android\_\_\_\_      Windows\_\_\_\_      Other\_\_\_\_

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

\_\_\_\_\_  
Employee Name (Print)

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

\_\_\_\_\_  
Office/Department

\_\_\_\_\_  
Appointing Authority      Date

\_\_\_\_\_  
IT Manager      Date

*File one copy of this signed form in the department personnel file and send one copy to the Information Technology Manager and send one copy to the Auditor's Office*

## Appendix B

### Personal Mobile Device Stipend Agreement

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 service 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, taxes, etc.). 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 significant plan change.
6. Upon request I will provide my Appointing Authority a copy of a current cellular coverage area map.
7. That the use of my personal cell phone for County business is a voluntary program.
8. That I agree to have my personal cell phone 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.
9. That because I am willing to use my personal cell phone for official Lewis County matters, the County will reimburse me with a monthly stipend in accordance with Appendix C of this agreement. That the Stipend will be included in my regular paycheck, and that the Stipend may be considered as wages or benefits under IRS requirements for federal income tax and other purposes and will be subject to all required employment and income tax withholdings.
10. 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.
11. That the County may terminate the Stipend Program at any time and for any reason. Upon termination, the Appointing Authority may choose to issue a County-owned device for work purposes.
12. 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 Lewis County (check one):

- |                                                           |                |
|-----------------------------------------------------------|----------------|
| <input type="checkbox"/> Standard Cell Phone (Voice only) | \$20 per month |
| <input type="checkbox"/> Tablet (Data Service)            | \$25 per month |
| <input type="checkbox"/> Smart Phone                      | \$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.

\_\_\_\_\_ I choose to terminate my current stipend agreement

\_\_\_\_\_ I understand that the County has chosen to suspend or terminate this agreement as outlined in the notes below:

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Provider & Mobile Phone Number

\_\_\_\_\_  
Appointing Authority Signature

\_\_\_\_\_  
Date

Notes: \_\_\_\_\_