



# DEPARTMENT DIRECTIVE

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<b>Title: Use of Computer Systems, Electronic Mail, and Internet Services</b>	<b>Directive Number:</b> <b>DPSCS.035.0003</b>
<b>Related Statute and Regulations:</b>  Correctional Services Article, § 2-103, Annotated Code of Maryland; Criminal Law Article, §8-606, Annotated Code of Maryland; State Government Article, §§10- 611 — 10-642, Annotated Code of Maryland	<b>Replace:</b> ADM.035.0003 dated February 9, 2018  <b>Authorized By:</b>  DocuSigned by:  9270507E05E4427... <b>Travis Edwards</b> Chief Information Security Officer CJIS ISO
<b>Related ACA and MCCS Standards:</b> 5-ACI-1F-06 and 07; 2-CO-1C-01; 4-ADLF-7D-17	
<b>Related Directives:</b> ADM.035.001 – OCMS – System of Record ADM.035.0004 – Electronic Mail Retention ADM.035.005 – Portable Storage Device	<b>Effective Date:</b> 5/23/2023
<b>Variance:</b> No Agency, Division, or Facility policy is permitted.	<b>Number of Pages:</b> 8

## .01 Purpose.

This directive establishes policy and procedures and assigns responsibilities for use of Department of Public Safety and Correctional Services (Department) computer systems, email and Internet services.

## .02 Scope.

This directive applies to all Department employees accessing or using Department computer systems, email or Internet services.

## .03 Policy.

- A. The Department provides computer systems, e-mail and Internet services for the purpose of conducting Department business and supporting the mission of each operational unit.
- B. An employee accessing a Department computer shall:
  - (1) Use the privilege according to policy and procedures established for using a Department computer system;

- (2) Respect the rights of others using a Department computer system;
  - (3) Respect the integrity of a Department computer system and related resources; and
  - (4) Comply with laws, regulations, and contractual obligations related to a Department computer system.
- C. The Department shall comply with federal and State statutory and regulatory requirements, as well as other licensing and contract requirements for computer systems, e-mail and Internet services.

**.04 Definitions.**

A. In this directive, the following terms have the meanings indicated.

**B. Terms Defined.**

- (1) "Access" means an employee is authorized to use a Department computer system, e-mail or Internet services.
- (2) "Authorized software" means:
  - (a) Software owned or licensed to the Department that is used according to a software license; or
  - (b) Other software legally available and approved for use by a unit head for a specific job function.
- (3) Computer system.
  - (a) "Computer system" means an electronic, magnetic, optical, or other data processing device or system that performs logical, arithmetic, memory, or storage functions.
  - (b) "Computer system" includes any data storage facility or communications facility that is directly related to or operated in conjunction with a device or system.
  - (c) "Computer system" includes:
    - (i) A stand-alone system or may consist of several inter-connected systems; and
    - (ii) Other technology or device that is used to access Department computer systems, e-mail and Internet services, such as a smartphone, laptop, tablet, or similar smart mobile devices.
- (4) "Confidential" means privileged or protected information or communications, the disclosure of which is restricted.
- (5) "Electronic mail (e-mail)" means a system for transmitting text, images, and messages electronically.

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- (6) “Computer System, E-mail and Internet Use Agreement (Agreement)” means terms and conditions to which an employee shall agree before being granted authority to access Department computer systems, e-mail and Internet services.
- (7) Employee.
  - (a) “Employee” means an individual assigned to or employed by the Department in a full-time, part-time, temporary, or contractual position.
  - (b) “Employee” includes:
    - (i) A volunteer;
    - (ii) An intern; or
    - (iii) A contractual employee.
- (8) “Internet” means an electronic communications network that connects computer networks and organizational computer facilities around the world.
- (9) “Unit” means a group of employees identified in the Department’s table of organization to perform specific administrative or operational responsibility that is established by statute or under the authority of the Secretary.
- (10) “Unit Head” means the highest authority of a unit.

**.05 Responsibilities.**

**A.** The Department’s Information Technology and Communications Division (ITCD) is responsible for:

- (1) Providing and maintaining computer systems, e-mail, and Internet service for the Department;
- (2) Establishing and maintaining security measures and procedures to prevent unauthorized access to and use of Department computer systems, e-mail and Internet services; and
- (3) Establishing, communicating, and maintaining procedures to ensure the appropriate access to and use of Department e-mail and Internet services.

**B.** The Department may:

- (1) Deny or restrict an employee’s access to and use of Department computer systems, e-mail and Internet services without prior notice and employee consent;
- (2) Block or restrict access to specific Internet websites without prior notice or employee consent;
- (3) Monitor an employee’s access to and use of Department computer systems, e-mail, and Internet services without the consent of the employee; and

- (4) Monitor an employee's location and usage through Department computer systems without the consent of the employee.

C. To prevent the loss or theft of Departmental data and confidential records:

- (1) All work related documents and information shall be saved to Department network or cloud drive; and
- (2) An employee may not use the C Drive (C:), Y Drive (Y:) or hard drive of a Department computer or tablet to store sensitive Departmental records, criminal history records, or documents containing information derived from criminal history records.

**.06 Procedures.**

A. Conditional Use of Department Computer Systems, E-mail, and Internet Services.

- (1) An employee authorized to access Department computer systems, e-mail, and Internet services shall read, sign, and comply with the policy and procedures governing use of e-mail and Internet services, as well as, the conditions described in Appendix A of this directive: [DPSCS Computer Systems, E-Mail, and Internet Use Agreement](#) (ADM Form No. 035-3aR).
- (2) An employee has no expectation of privacy when authorized to access Department computer systems, e-mail and Internet services for:
  - (a) E-mail addresses;
  - (b) Internet websites;
  - (c) Electronic messages and attachment that are:
    - (i) Created;
    - (ii) Sent;
    - (iii) Received; or
    - (iv) Stored;
  - (d) Any information stored on a Department computer system, except for electronic messages that contain attorney-client privileged communications; and
  - (e) Any computer system that can be used to track and monitor the location and usage of an employee, through the use of:
    - (i) Location or Global Positioning Systems (GPS);
    - (ii) IP address; and
    - (iii) Tracking or recovery software.

**B. Acceptable and Incidental Personal Use of Department Computer Systems, E-mail and Internet Services.**

- (1) An employee shall use Department computer systems, e-mail, and Internet services to perform Department duties and responsibilities that include:
  - (a) Communications with federal, state, or local government employees;
  - (b) Communication and information exchange for professional development;
  - (c) Activities involving professional associations, public organizations, and regulatory groups or organizations; and
  - (d) Administrative purposes.
- (2) An employee may make incidental personal use of the Department computer systems, e-mail, and Internet services if incidental personal use does not:
  - (a) Interfere with the employee's or another employee's performance or employment duties and responsibilities;
  - (b) Interfere with, or limit e-mail or Internet services to other computer system operations;
  - (c) Obligate the State to any unauthorized expenditure; or
  - (d) Involve any prohibited use described in this directive.

**C. Unacceptable and Prohibited Use of Department Computer Systems, E-mail, and Internet Services.**

- (1) The Department recognizes that it is not possible to identify every prohibited use of Department computer systems, e-mail and Internet services, however §.06C(2) of this directive provides examples of prohibited use of Department computer systems, e-mail and Internet services to assist an employee in making an informed decision regarding appropriate use of Department computer systems, e-mail and Internet services.
- (2) An employee may not use Department computer systems, e-mail or Internet services:
  - (a) To conduct illegal activities;
  - (b) In violation of applicable laws, regulations, contracts, policies, procedures, copyrights, patents, or license agreements;
  - (c) For commercial purposes that are not authorized by the Department;
  - (d) For personal financial gain;
  - (e) For personal use inconsistent with guidelines in this directive;
  - (f) Contrary to the best interests of the State or Department;

- (g) In a manner that creates unnecessary demands on the computer system, thereby limiting efficiency or effectiveness;
- (h) To attempt to identify passwords or otherwise obtain unauthorized access to a Department computer system using unauthorized software;
- (i) To gain or attempt to gain unauthorized access to another employee's passwords, accounts, or information;
- (j) For electronic eavesdropping;
- (k) To knowingly share the employee's State e-mail account information, absent a direct business necessity or delegation;
- (l) To create an impression of representing, giving opinions of, or otherwise making statements on behalf of the Department, a Department unit, or any other unit of the State unless properly authorized;
- (m) To transmit, receive, or retain:
  - (i) Threatening, obscene, defamatory, fraudulent, or harassing messages;
  - (ii) Pornographic images, text, or other sexual content;
  - (iii) Chain letters or unauthorized advertisements or solicitations; or
  - (iv) Unauthorized mass mailings;
- (n) To gain or attempt to gain unauthorized access to the data or records of the Department, the State, or another organization, public or private;
- (o) To interfere with or disrupt e-mail or Internet services or other operations of a computer system;
- (p) For streaming music and/or videos; or
- (q) To store Department or personal information on a computer system's hard drive.

**D. Computer System, E-Mail, and Internet Use Agreement.**

- (1) Before an employee is authorized to access Department, computer services, e-mail or Internet services, the employee shall agree to the terms and conditions of the Agreement.
- (2) The Chief Information Officer, or a designee, of ITCD is responsible for creating and maintaining, as current, the paper and electronic versions of the Agreement.
- (3) Each unit head, or a designee, shall:
  - (a) Ensure that each subordinate employee has access to this directive;
  - (b) Provide each subordinate employee accessing Department computer systems, e-mail and Internet services with a copy of this directive;

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- (c) Obtain a signed copy of the Agreement from each subordinate employee accessing Department computer systems, e-mail and Internet services within 30 days of the effective date of this directive; and
  - (d) Where applicable, ensure that the signed Agreement is forwarded to the Human Resources Services Division for filing in the employee's personnel file.
- (4) Each time an employee logs on to a Department computer system the employee shall electronically acknowledge acceptance of the terms and conditions of the Agreement before the employee is permitted access to Department computer systems, e-mail and Internet services.
- (5) The paper and electronic versions of the Agreement shall, at a minimum, contain the following:
- “Access to this system is restricted to authorized users only and limited to approved business purposes or incidental personal use. By using this system, you expressly consent to monitoring of all activities. Any unauthorized access or use of this system is prohibited and could be subject to criminal and civil penalties. All records, reports, e-mail, software, and other data generated by or residing upon this system are the property of the State of Maryland and may be used by the State of Maryland for any purpose.”

**E. Sanctions.**

- (1) An employee who violates provisions established under this directive:
  - (a) May be subject to disciplinary action in accordance with [\*DPSCS.050.0002- Standards of Conduct and Internal Procedures for Administrative Discipline\*](#); and
  - (b) May be subject to criminal or civil prosecution.
- (2) Abuse of Incidental Personal Use.
  - (a) An employee's supervisor shall determine if an employee abuses provisions for incidental personal use of Department computer systems, e-mail, or Internet services established by this directive.
  - (b) If a supervisor determines that a subordinate employee abuses provisions for incidental personal use of Department computer systems, e-mail, or Internet services, the supervisor may:
    - (i) Deny the employee's personal use of the Department computer systems, e-mail, and Internet services;
    - (ii) Begin disciplinary proceedings in accordance with the procedures established [\*DPSCS.050.0002- Standards of Conduct and Internal Procedures for Administrative Discipline\*](#); and

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- (iii) Notify the Chief Information Officer, or a designee, to electronically restrict or deny the employee's access to and use of Department e-mail or Internet services.

**.07 Appendix.**

- A. *DPSCS Computer Systems, E-Mail, and Internet Use Agreement--ADM Form No. 035-03aR.*

**.08 History.**

- A. *Department Directive ADM.035.0003—Use of Computer Systems, Electronic Mail, and Internet Services*, dated January 17, 2023 rescinds and replaces ADM.035.0003. Changes include updating the format and advising employees that computer systems equipped with location, monitoring, and tracking services may be used without the employees consent.
- B. *Executive Directive ADM.035.0003—Use of Computer Systems, Electronic Mail, and Internet Services* dated February 9, 2018 updated specific language to include computer systems; not just computers, phones, and the Internet.
- C. *Executive Directive ADM.035.0003— Use of Electronic Mail and Internet Services* dated October 1, 2013 rescinded and replaced SSD 05-2007 to conform to the uncodified reorganization of the Department.
- D. *Secretary's Department Directive SSD 05-2007 - Use of Electronic Mail and Internet Services* originally issued on October 27, 2007 supersedes provisions of any other prior existing Department or unit communication with which it may be in conflict.

**.09 Distribution.**

- A
- B



## **Department of Public Safety and Correctional Services COMPUTER SYSTEMS, E-MAIL AND INTERNET USE AGREEMENT**

By signing this agreement, I have been authorized access to computer systems, e-mail and Internet services provided by the Department of Public Safety and Correctional Services (Department). Access to this system is restricted to authorized users for approved business purposes or incidental personal use.

I hereby acknowledge that my use of Department computer systems, e-mail and Internet services may be tracked and monitored for location and usage without my consent or knowledge, that I have no expectation of privacy in the use of these services or in any data or information obtained or generated through the use of these services, and that my access to these services may be restricted or denied without prior notice and without my consent. All records, reports, e-mail, software and other data generated by or residing on a Department computer system are the property of the State of Maryland and may be used by the State of Maryland for any purpose. DPSCS or personal information should not be stored on a Department computer system's hardware.

I understand that I may make incidental personal use of the Department's computer systems, e-mail and Internet services as long as that use does not interfere with my or another employee's job performance, duties or responsibilities; interfere with or limit e-mail, Internet services or other computer system operations; obligate the State to any unauthorized expenditure; or involve any prohibited use described in the Department's Executive Directive – Use of Computer Systems, Electronic Mail and Internet Services.

I acknowledge that the Department has authorized me access to the Department's computer systems, as a privilege, for the purpose of performing my authorized duties and responsibilities for the Department.

I have read, understand, and agree to abide by the Department's Executive Directive – Use of Computer Systems, Electronic Mail and Internet Services.

I understand that the Department's Secretary's Department Directive – Use of Computer Systems, Electronic Mail and Internet Services does not constitute a contract and the Department reserves the right to change the directive at any time.

If I observe or learn of any violations of the terms of this directive by others, I will report these violations to my immediate supervisor.

By signing this agreement, I certify that I understand and agree to comply with the terms and conditions of the Department's Executive Directive – Use of Computer Systems, Electronic Mail and Internet Services and this agreement. I also acknowledge that any violation may result in disciplinary action and the termination of my privilege to access Department computer systems, e-mail and Internet services.

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

Employee Name (Signature): \_\_\_\_\_

Department/Unit: \_\_\_\_\_

Date: \_\_\_\_\_