

Oregon Employer Services Portal Terms of Agreement

The Oregon Department of Justice (DOJ) Division of Child Support and the Oregon Child Support Program operate and maintain the Oregon Employer Services Portal. Use of the portal is subject to the terms of this Agreement between you (User) and the program. Use of the portal is contingent on User's acceptance of this Agreement, which certifies:

- User is authorized to access and use the portal
- User acknowledges this Agreement, and the Oregon Employer Services Portal, are subject to change as described in Section X of this Agreement.

I. Definitions.

- A. Delegate – An Employee of, and authorized by, an Employer or Third Party to access and use the Oregon Employer Services Portal.
- B. Employee – A person employed by an Employer.
- C. Employer – A person, corporation, or other entity required to submit child support payments to DOJ as described in [OAR 137-055-5035](#).
- D. Independent Contractor – An individual engaged by an Employer who is not an employee.
- E. Security Contact – An Employer, or person authorized by an Employer, to register, manage, and designate Delegates for an Oregon Employer Services Portal account for the Employer.
- F. Third Party – A person, corporation, other entity, or employee thereof, authorized by one or more Employers to access and use the Oregon Employer Services Portal on behalf of the Employer.

II. Duties and Obligations of User. User is authorized to enter into this Agreement and use the Oregon Employer Services Portal as Employer, Security Contact, Third Party, or Delegate. User agrees to:

- A. Establish and maintain a unique portal User ID and password and maintain the confidentiality of the password. User is responsible for all activities under the User ID. User must notify the Oregon Child Support Program immediately by phone at 866-907-2857 or 503-378-2868 of any unauthorized use or if User ID or password is lost or stolen.
- B. Use the portal solely in accordance with this Agreement and ensure that origination of Automated Clearing House (ACH) transactions comply with federal and state laws. Users may perform any function available on the Oregon Employer Services Portal website. The functions available to a User depend on whether the User is a Security Contact, Third Party, or other Delegate.
- C. Notify the program, in compliance with ACH Network rules and applicable law, of any erroneous debits, credits, or failure to debit or credit Employer's financial institution accounts. This must be done as soon as User becomes aware, and no later than required

by ACH rules. Notification to the program may be by email to efthelp@doj.state.or.us or any other means acceptable to the program.

- D. Not copy, display, distribute, download, license, modify, publish, re-post, reproduce, reuse, sell, transmit, use to create derivative work, or use for public or commercial purposes, the information or materials from the Oregon Employer Services Portal website without written permission from the Oregon Child Support Program. User acknowledges and agrees that the DOJ and Oregon Child Support Program (or its licensors) own all legal right, title, and interest in the portal, including intellectual property rights.

III. Duties and Obligations of Employer.

A. Employer may use the Oregon Employer Services Portal to:

1. Establish and maintain an Employer Profile (information about the Employer that is required for use of the portal by Employer or Delegate).
2. Register Employees as Delegates.
3. Report Employee and Independent Contractor new hires and terminations.
4. View, maintain, and update Employer and Employee information, including receiving and responding to wage withholding, medical support notices, and verification of employment notices.
5. Make child support payments in accordance with [OAR 137-055-5035](#) and Section IV.A. of this Agreement.
6. Enter information required by National Medical Support Notices (NMSN).
7. Designate Delegates.

Employer may perform all or some of these functions through a User who is the Employer's Security Contact or Delegate, in accordance with the permissions provided on the portal.

B. Employer must designate a Security Contact. The Security Contact may access the portal for all purposes described in Section III.A. Employer agrees they are responsible for all use of the portal by the Security Contact and any Delegates designated by the Security Contact.

C. Employer acknowledges, understands, and agrees that:

1. Upon acceptance of this Agreement, Employer authorizes use of the Oregon Employer Services Portal for all purposes described in this Agreement. This includes use of the portal Payment System for payment of child support obligations in accordance with [OAR 137-055-5035](#) and Section IV.A. of this Agreement. Employer also agrees to provide the Oregon Child Support Program all information and authorizations necessary.
2. Employer must pay all amounts withheld from its Employees' wages for payment of child support obligations to the DOJ and Oregon Child Support Program.

3. Employer must maintain, update, and provide new authorizations for any changes in Employer's financial institution accounts used for the purposes described in Section III.C.1.
4. Employer must notify the program if it closes or otherwise ceases to make its financial institution accounts available as described in Section III.C.1.
5. Employer will be charged any fees incurred or paid by the program due to use of the portal by any User or Delegate, including any transaction returned for insufficient funds.
6. If any payment made by, or on behalf of Employer is returned for insufficient funds, the program may hold subsequent payments for up to 18 banking days (as defined in Section IV.A.), before payments will be disbursed.
7. Employer will maintain Oregon Employer Services Portal transaction records for six years, or until any disputes related to such transactions have been resolved, whichever is later.

IV. Payment Processing - Confidentiality of Child Support and United States Government Information.

Employer, User, and Delegates agree:

- A. Payments must be entered in the Oregon Employer Services Portal at least two banking days before the payment date. The "payment date" is the date on which a payment is to be debited from Employer's financial institution account. A "banking day" is any day financial institutions are open for regular business, excluding weekends. Payments may be entered up to 30 calendar days in advance of the payment date.
- B. DOJ is not responsible for any payment that posts incorrectly for any reason, due to circumstances beyond DOJ's control. Including, but not limited to:
 1. Employer's account does not contain sufficient funds to complete the transaction.
 2. User or Employer has been advised by the Oregon Child Support Program before execution of the transaction that the Oregon Employer Services Portal is not working properly.
 3. User failed to provide the correct name, amount, Social Security number, or child support case number.
 4. Without limitation, fire, flood, earthquake, power outage, war, terrorism, civil unrest, or any other outside force.
- C. Employer will take all steps necessary to correct erroneous payments resulting from Employer error. The Oregon Child Support Program is not responsible for collecting overpayments made by Employer to an intended or incorrect payee. If Employer or User conduct results in excessive withholding from Employee or Independent Contractor or causes a payment to be posted to the account of Employee or Independent Contractor more than seven days after income was received, Employer may be subject to sanctions as provided by ORS 25.424.

- D. User shall pay a fee, determined by DOJ and authorized by ORS 30.701(5), if a payment initiated by User is dishonored. DOJ will impose this fee once per payment regardless of how many deposit attempts are made. This is in addition to any other fee assessed under this Agreement.
- E. A returned payment may be resubmitted up to two times within 180 days, as provided by NACHA rules Chapter 10, Section 2.
- F. To hold all confidential information in strict confidence. To not use, or disclose, in any manner except as necessary to use the Oregon Employer Services Portal in accordance with this Agreement or as required by Oregon Public Records Law ([ORS 192.410 – 192.505](#)).
 - 1. “Confidential Information” is information described in [OAR 137-055-1140\(2\)–\(4\)](#) and any reports or other documents or items (including software) that result from the use of the confidential information by Employer or User, but does not include:
 - (a) information that is, or becomes, publicly known other than by Employer or User disclosure or
 - (b) information in Employer’s or User’s possession prior to Employer’s use of the Oregon Employer Services Portal under this or any agreement authorizing Employer’s use of the Oregon Employer Services Portal or any payment system provided by DOJ.
 - 2. Employer shall have written policies to safeguard confidential information and shall make its policies available to DOJ upon request.
 - 3. Employer or User shall notify the Oregon Child Support Program within 24 hours of receiving any request for disclosure of confidential information and shall cooperate with the program in any lawful effort to prevent disclosure of confidential information.
 - 4. Employer or User shall notify the Oregon Child Support Program immediately upon any disclosure of confidential information. Employer or User shall be liable for misuse or disclosure of confidential information by itself or its officers, employees, agents, or contractors. Employer or User shall indemnify DOJ from all liability arising from such misuse or unauthorized disclosure. Any indemnity under this section by an employer that is a public body (defined in [ORS 30.260](#)) is subject to limitations provided in the Oregon Constitution and the Oregon Tort Claims Act.
- G. The Oregon Employer Services Portal may be monitored to ensure proper performance of applicable security features and procedures. This monitoring may result in acquisition, recording, and analysis of all data communicated, transmitted, processed, or stored in the portal. The portal may contain United States government information that is restricted to authorized users only. Consequently, any unauthorized use, misuse, or access to the portal, data contained in it, or transit of such data to or from the portal, may result in civil or criminal liability under the Taxpayer Browsing Protection Act (26 USC §§ 7213 and 7213A).

V. Fees. The Oregon Child Support Program does not charge fees for use of the Oregon Employer Services Portal. However, Employer will be charged, and agrees to pay, the fee described in Section IV.D. and any fees imposed on DOJ described in Section III.C.5.

VI. Duties and Obligations of DOJ.

- A. The Oregon Child Support Program shall make the Oregon Employer Services Portal available 24 hours a day, 7 days a week, except for scheduled maintenance or circumstances beyond control. The program shall notify User of anticipated or unscheduled outages by placing messages on the portal website.
- B. Upon notification that a User ID or password is lost or stolen, the Oregon Child Support Program will, to the extent reasonable, block access to that User ID and take any steps necessary to prevent unauthorized use of the Oregon Employer Services Portal.
- C. Payments made using the Oregon Employer Services Portal will be credited to the Oregon Child Support Program's financial institution account.

VII. EXCLUSION OF WARRANTIES. DOJ makes no warranties, representations, or promises regarding the fitness and efficacy of the Oregon Employer Services Portal. Employer and User each expressly acknowledge that the portal is made available on an "as is" basis at Employer's and User's sole risk. DOJ disclaims any implied warranties of merchantability or fitness for a particular purpose, including without limitation, any warranty regarding the use of the portal and its correctness, quality, accuracy, completeness, reliability, performance, or otherwise. DOJ does not have any responsibility to maintain the portal or the procedures or materials needed to provide this automatic payment process. Nor does DOJ have a responsibility to supply corrections, updates, or releases in connection with this automated payment process.

VIII. LIMITATION OF LIABILITY. To the extent allowed by applicable law, Employer and User agree that in no event is DOJ, the State of Oregon, their officers, employees, contractors, or agents liable for any direct, punitive, incidental, or consequential damages:

- (i) in any action arising from, or related to, this Agreement or use of the Oregon Employer Services Portal, whether based in contract, tort (including negligence), intended conduct or otherwise, including without limitation, damages relating to the loss of profits, income, or goodwill, regardless of whether Employer or User has been advised of the possibility of such damages.
- (ii) for any internet or telecommunications failure, computer virus, third-party interference, or DOJ, State of Oregon or third-party software or hardware that may interrupt or delay payments or access to the portal or any internet site or cause other problems or losses (collectively, a "network failure").
- (iii) arising from Third Party unauthorized access to Employer's financial institution accounts or the portal, or for failure to fulfill this Agreement as a result of an act of god, war, civil disturbance, court order, legislative or regulatory action, catastrophic weather condition, earthquake, failure or fluctuation in electrical power or other utility services, network failure, or other cause beyond their reasonable control.

IX. Governing Law, Compliance with Applicable Law, Venue. State of Oregon laws govern all matters arising out of, or relating to, this Agreement. This includes without limitation its validity, interpretation, construction, performance, and enforcement. The parties to this Agreement agree to comply with all applicable state and federal laws and regulations applicable to this Agreement and use of the Oregon Employer Services Portal. Any party bringing a legal action or proceeding against any other party arising out of, or relating to, this Agreement and use of the

portal shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that it is an inconvenient forum.

X. Changes to this Agreement. DOJ may make changes to this Agreement and update or revise the Oregon Employer Services Portal and related documentation at any time. User will be notified at login for 30 days that changes have been made to the portal. A link to the revised agreement will be provided. By selecting "I Agree," User accepts the Agreement as modified. User will only be able to continue to access the portal if they accept the modified Agreement. User may reject the changes by selecting "I Disagree," which will result in termination of this Agreement and User's ability to use the portal.

XI. Termination

- A. This Agreement and User's authorization for the Oregon Employer Services Portal remains in full force and effect until revoked by User, Employer, or DOJ.
- B. DOJ may cancel or suspend User's or Employer's authorization to use the Oregon Employer Services Portal at any time without prior notice.
- C. Any termination, cancellation, or suspension of this agreement for any reason does not cancel liabilities or obligations arising under this agreement prior. It does not limit, or affect in any way, User's or Employer's child support reporting and payment obligations.

XII. Merger, Waiver. This Agreement constitutes the entire agreement between the parties. Failure by DOJ to enforce any provision of this Agreement, or the waiver of any violation or nonperformance of this Agreement in one or more instances, does not constitute a waiver by DOJ of that or any other provision nor is it a waiver of any subsequent violation or nonperformance.