

**Oregon Department of Justice, Division of Child Support
Oregon Employer Services Portal and Payment System
TERMS OF AGREEMENT**

Your use of the State of Oregon, Department of Justice (DOJ), Division of Child Support Oregon Employer Services Portal (OESP), including the OESP Payment System, is subject to the terms of this Agreement between you (User) and DOJ. User's use of the OESP is contingent on User's acceptance of this Agreement. When User accepts this Agreement, User certifies that (1) User is authorized by User's employer to access and use the OESP and (2) User acknowledges and agrees that this Agreement and the OESP are subject to change as described in Section X of this Agreement.

I. Definitions

- A. Delegate. A person authorized by an Employer or Third Party to access and use the OESP. A Delegate may be an employee of an Employer or an employee of a Third Party.
- 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. Security Contact. An Employer or person authorized by an Employer to register and manage an OESP account for the Employer and to designate Delegates.
- E. Third Party. A person, corporation or other entity or employee thereof, other than the Employer, authorized by one or more Employers to access and use the OESP on behalf of such Employer(s).

II. Duties and Obligations of User. User acknowledges and agrees that User is authorized to enter into this Agreement and use the OESP in User's role, as applicable, as Employer, Security Contact, Third Party or Delegate, and User agrees to:

- A. Establish and maintain a unique OESP User ID and password, maintain the confidentiality of the password and not allow any other person to know or use the password. You agree that you are responsible to DOJ for all activities on the OESP that occur under your User ID. If you become aware of any unauthorized use of your User ID or password or other unauthorized use of the OESP, or if your User ID or password is lost or stolen, you agree to notify DOJ immediately by phone toll free at 866-907-2857, or from the Salem area at (503) 378-2868;
- B. Use the OESP Payment System solely in accordance with this Agreement and that origination of Automated Clearing House (ACH) transactions are in compliance with the laws of the United States and the State of Oregon. Any User

may perform any function made available to the User on the OESP website. The functions available to the User depend on whether the User is a Security Contact, Third Party or other Delegate;

C. Notify DOJ, in compliance with ACH Network rules and applicable law, of any erroneous debits, credits or failures to debit or credit to the Employer's bank account(s) as soon as User becomes aware of an error and no later than required by ACH rules. Notification to DOJ may be by email to efthelp@doj.state.or.us or by other means acceptable to DOJ.

D. Not copy, display, distribute, download, license, modify, publish, re-post, reproduce, reuse, sell, transmit, use to create a derivative work or otherwise use for public or commercial purposes the OESP or the information or materials displayed on the OESP website without the express written permission of DOJ. User acknowledges and agrees that DOJ (or its licensors) owns all legal right, title and interest in the OESP, including without limitation intellectual property rights.

III. Duties and Obligations of Employer

A. An Employer may use the OESP to establish and maintain an Employer Profile (information about the Employer that is required for use of the OESP, including the OESP Payment System, by Employer or another person on behalf of Employer); register Employees as Delegates; report new hires and terminations of employees; view, maintain and update Employer and Employee information including without limitation to receive and respond to wage withholding and medical support notices and respond to verifications of employment notices; make child support payments in accordance with [OAR 137-055-5035](#) and Section IV.A of this Agreement; enter information required by National Medical Support Notices; and designate Delegates. An Employer may perform all or some of these functions through a User who is the Employer's Security Contact or a Delegate, in accordance with the permissions provided on the OESP for each of those categories of persons or entities.

B. An Employer must designate a Security Contact. The Security Contact may access the OESP for all purposes described in Section III.A. The Employer agrees that Employer is responsible for all use of the OESP by its Security Contact and any Delegates designated by the Security Contact.

C. Employer acknowledges, understands and agrees that:

1. Upon acceptance of this Agreement by Employer, Employer authorizes use of the OESP for all purposes described in this Agreement, including use of the OESP Payment System for payment of child support obligations in accordance with [OAR 137-055-5035](#) and Section IV.A of this Agreement, and agrees to provide to DOJ all information and authorizations necessary for such use.

2. Employer must pay to DOJ all amounts withheld from its Employees' wages for payment of child support obligations.
3. Employer must maintain, update and, if necessary, provide new authorizations for any changes in Employer's bank account(s) used for the purposes described in Section III.C.1.
4. Employer must notify DOJ if it closes or otherwise ceases to make available its bank account(s) described in Section III.C.1.
5. Employer will be charged and will reimburse to DOJ any fees incurred or paid by DOJ arising out of use of the OESP Payment System by any User authorized to access the OESP Payment System on behalf of Employer, including without limitation for any transaction that is returned for insufficient funds, because the Employer's bank account used for the transaction has been closed or for any other reason.
6. If any payment made by or on behalf of an Employer is returned for insufficient funds, DOJ may, in its sole discretion, hold any subsequent payments made by or on behalf of the Employer for up to 18 banking days, as "banking days" are defined in Section IV.A, before those payments will be disbursed.
7. Employer will maintain records related to its transactions on the OESP for a period of six years following each transaction, 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 and User agree:

- A. That payments must be entered in the OESP Payment System at least two (2) banking days before the payment date. The "payment date" is the date on which a payment is to be debited from Employer's bank account. A "banking day" is any day on which banks are open for regular business, excluding weekends. Payments may be entered up to 30 calendar days in advance of the payment date;
- B. That DOJ is not responsible for any payment that posts incorrectly, whether because it does not post on the payment due date, does not post to the correct recipient, is for an incorrect amount or for any other reason, due to circumstances beyond DOJ's control, including without limitation:

1. If, Employer's bank account from which payment is to be made does not contain sufficient funds to complete the transaction;
2. User or Employer has been advised by DOJ before execution of the transaction that the OESP Payment System is not working properly;
3. User has failed to provide DOJ with the correct name, amount, Social Security Number, or Child Support case number.
4. Circumstances beyond DOJ's control, including without limitation fire, flood, earthquake, power outage, war, terrorism, civil unrest or any other outside force.

C. That Employer will take all steps necessary to correct any erroneous payments resulting from Employer errors, and that DOJ is not responsible for collecting any overpayments by Employer made to an intended payee or payments made to an incorrect payee. If Employer's or User's conduct results in excessive withholding from an employee or causes a payment to be posted to an employee's account more than 7 days after income was received, Employer may be subject to sanctions as provided by ORS 25.424.

D. That User shall pay to DOJ a fee, as determined by DOJ, authorized by ORS 30.701(5), if a payment initiated by User is dishonored. DOJ will impose this fee only once per payment without regard to how many deposit attempts are made. This fee is in addition to any other fee required to be paid under this Agreement.

E. To hold all Confidential Information in strict confidence and not use or disclose Confidential Information in any manner except as necessary to use the OESP in accordance with this Agreement or as may be required by the Oregon Public Records Law ([ORS 192.410 – 192.505](#)), using at least the same degree of care that each uses in maintaining the confidentiality of its own confidential information.

1. "Confidential Information" means 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 disclosure by Employer or User or (b) information in Employer's or User's possession prior to Employer's use of the OESP under this or any prior agreement authorizing Employer's use of the OESP or any prior 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 by DOJ.

3. Employer or User shall notify DOJ within 24 hours of receiving any request for disclosure of Confidential Information and shall cooperate with DOJ in any lawful effort to prevent disclosure of Confidential Information.

4. Employer or User shall notify DOJ immediately upon any disclosure of Confidential Information and each, respectively, shall be liable for misuse or disclosure of Confidential Information that is not authorized by this section, by itself or by its officers, employers, agents or contractors and shall indemnify DOJ from any and all liability arising from such misuse or unauthorized disclosure. Any indemnity under this section by an Employer that is a Public Body, as "Public Body" is defined in [ORS 30.260](#), is subject to any limitations provided in the Oregon Constitution and the Oregon Tort Claims Act.

F. That the OESP 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 OESP. The OESP may contain United States Government information that is restricted to authorized users ONLY. Consequently, any unauthorized use, misuse, or access to the OESP, data contained in it or transit of such data to or from the OESP may result in civil or criminal liability under 26 USC §§ 7213 and 7213A (The Taxpayer Browsing Protection Act).

V. Fees. DOJ does not charge fees for use of the OESP. However, Employer will be charged, and Employer agrees to pay, the fee described in Section IV.D and any fees imposed on DOJ described in Section III.C.5 or for any other reason arising from any act of Employer or User.

VI. Duties and Obligations of DOJ.

A. DOJ shall make the OESP available 24 hours a day, 7 days a week, except for scheduled maintenance or circumstances beyond DOJ's control. DOJ shall notify Users by messages placed on the OESP website of anticipated outages for maintenance or any other reason.

B. Upon notification to DOJ that a User ID or password is lost or stolen, DOJ will, to the extent it is commercially reasonable and able to do so, block access to all transactions under that User ID and take any other steps DOJ deems necessary or appropriate to prevent unauthorized use of the OESP.

C. Payments made using the OESP Payment System will be credited to the Oregon Division of Child Support's bank account.

VII. EXCLUSION OF WARRANTIES. DOJ makes no warranties, representations, or promises regarding the fitness and efficacy of the OESP. Employer and User each expressly acknowledge that the OESP, including the OESP Payment System, is made available on an "as is" basis at its 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 OESP and its correctness, quality, accuracy, completeness, reliability, performance or otherwise. DOJ does not have any responsibility to maintain the OESP or the procedures or materials needed or used to provide this automatic payment process or to supply any corrections, updates or releases in connection therewith.

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 OESP, 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 OESP OR ANY INTERNET SITE OR CAUSE OTHER PROBLEMS OR LOSSES (COLLECTIVELY, A "NETWORK FAILURE"); OR (iii) ARISING FROM THIRD PARTY UNAUTHORIZED ACCESS TO EMPLOYER'S BANK ACCOUNT(S) OR THE OESP OR FOR ANY FAILURE TO FULFILL THIS AGREEMENT THAT RESULTS FROM 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. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. The parties to this Agreement agree to comply with all applicable law, including without limitation all agreements, State and Federal laws and regulations applicable to this Agreement and use of the OESP. Any party bringing a legal action or proceeding against any other party

arising out of or relating to this Agreement and use of the OESP 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 such forum is an inconvenient forum.

X. Changes to this Agreement. DOJ may make changes to this Agreement and may update or revise the OESP and related documentation at any time. For at least 30 days after changes to this Agreement are made, User will be notified upon logon to the OESP that changes have been made and a link to the revised agreement will be provided. By clicking on the “I Agree” button, User agrees to this Agreement, as modified. User will be able to continue to access the OESP only if User accepts the changes. User may reject the changes by clicking on the “I Disagree” button. That rejection will result in termination of this Agreement and User’s ability to use the OESP.

XI. Termination

A. This Agreement and User’s authorization to use the OESP remains in full force and effect until revoked by User, User’s employer or by DOJ.

B. DOJ may cancel or suspend User’s or Employer’s authorization to use the OESP at any time without prior notice.

C. Any termination, cancellation or suspension of this agreement for any reason does not cancel any liability or obligations arising under this agreement prior to its termination, cancellation or suspension and does not limit or affect in any other way User’s or Employer’s child support reporting and payment obligations.

XII. Merger, Waiver. This Agreement constitutes the entire agreement between the Parties. Any 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.