|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Business Name: | |  | | | | |
|  | | | | | | |
| DBA (if applicable): | | |  | | | |
|  | | | | | | |
| Federal Tax ID Number: | | | |  | State Tax ID Number: |  |
|  | | | | | | |
| Business Address: | | |  | | | |
|  | | | | | | |
| Site Address: |  | | | | | |

**I. DEPARTMENT OF HUMAN SERVICES (DHS) PORTAL TERMS AND CONDITIONS**

**A. Application for DHS Internet Portal Access:**

1. *Individual:* In order to be granted access to the DHS Internet Portal, you must complete both the DHS Internet Portal User Application for SEE Employers (DHS 847) and SEE Program – DHS Portal Terms and Conditions Employer Payment Agreement (DHS 848) forms.

2. *Companies or organizations:* Only **one** application completed by the individual representing the entire company/organization as the Portal Account Administrator, will be accepted for consideration. All information provided on the application will be used as the company’s/organization’s information.

3. *Minimum Requirements:* In order to use the DHS Internet Portal Access, you must have the following items:

* An e-mail account; and
* Internet Explorer 5.X or greater, Chrome, Fire Fox, etc.

**B. Using the DHS Internet Portal:**

1. *Individual:* Upon approval of your application, a password will be assigned and forwarded to you via the e-mail address that was listed on your DHS Internet Portal Application. In addition, the e-mail will contain instructions on how to change your password when you first log-in. You must change your password in order to complete the granting of your access. Internet portal services that you had applied for and received approval will be available for selection upon entry to the portal site.

2, *Companies or organizations:*  Upon approval of your application, a password will be assigned and forwarded via e-mail to the individual representing your entire company/organization as the Portal Account Administrator that is listed on this Agreement Form. The e-mail will also contain instructions on how to change your password when you first log-in. You must change your password to complete the granting of your access.

1. Your internet portal account will allow you to create sub-accounts to add additional users so that they may view your company’s/organization’s internet portal information on record with DHS. The granting and maintenance of these sub-accounts will be solely the responsibility of the Portal Account Administrator for your entire company/organization that is listed on this Agreement Form. Internet portal services that you had applied for and had received approval for will be available for selection upon entry to the portal site.

4. Individuals that you authorize sub-accounts for shall complete and sign both the DHS 849, “Internet Portal Sub-User Application” and DHS 848, “SEE Program-DHS Portal Terms and Conditions, Employer Payment Agreement forms, prior to creating their sub-accounts. These documents shall be retained by your company/organization for a period of no less than five (5) years from the date of closure of the sub-account and shall be made available to DHS for review upon request.

**C. Security:**

1. The DHS Internet Portal site is a secured web site that utilizes industry standard web security. Access is granted only to individuals who have completed a SEE Program – DHS Portal Terms and Conditions Employer Payment Agreement (DHS 848). Services and information available to individuals or companies/organizations within the DHS Internet Portal site is limited to the DHS Internet Portal user’s information that DHS has on record. All record data is secured and maintained by DHS. In addition to the measures that DHS implements to protect the portal security, you agree to do the following to ensure the security of the portal site and all information available through the site:

* Do not give out your identifying information, such as your username and password, to any individual not authorized by you to access your portal account.
* Never leave your portal account information displayed in an area accessible by others.
* Never leave your computer unattended while logged-in to the portal.
* Always ensure that you have completely logged-out of the portal at the end of your log-in session.
* Notify DHS immediately at if you suspect there are unauthorized use of your portal account or unauthorized viewing and/or usage of DHS information available on the website through the use of your account or sub-accounts. Failure to report breaches in security is in itself considered a breach of security and may result in termination of continued DHS Internet Portal access.

**D. Service Availability:**

The DHS Internet Portal will be available Monday through Friday from 6:30 A.M. to 6:30 P.M., excluding State holidays. It may be necessary to interrupt the service to perform periodic system and account maintenance. During these periods, you will be notified of the maintenance activities by an informational screen that will be displayed when attempting to access the portal.

**E. Liability:**

Except as specifically provided in this Agreement or where law requires a different standard, you agree the Department of Human Services is not responsible for any damages, loss, property damage or bodily injury incurred as a result of your using or attempting to use the DHS Internet Portal, whether caused by the equipment, software, Internet browser provider, Internet access providers or online service provider. Nor shall the Department of Human Services be responsible for any direct, indirect, special or consequential, economic or other damages arising from the installation of and use of software, use or maintenance of your equipment, unavailability of the portal or any errors in information provided through the portal or particular service provided through the portal.

1. **Virus Protection:**

As the Portal Account Administrator, you agree that the Department of Human Services is not responsible for any electronic viruses that you encounter using the DHS Internet Portal. We encourage you to routinely scan your computer using any reliable virus protection software.

**G. Confidentiality:**

Information available to you and your sub-account holders if applicable, via the DHS Internet Portal, are confidential and protected by both local state and federal statutes. The information is to be used for the sole purpose of the internet service that you had applied for with DHS. Any personal or malicious use of the information, other than for which it was intended, will result in immediate termination of DHS Internet Portal access and services.

**H. Termination of access:**

As the Portal Account Administrator, you are responsible for complying with all the terms and conditions of this Agreement. The Department of Human Services reserves the right to terminate your access or any portion of it, without prior notice or limitation, except as may be required by law, in situations where there is failure with compliance of the terms and conditions of this Agreement.

**II. EMPLOYER PAYMENT AGREEMENT**

This Agreement, as it may be periodically amended, contains the entire understanding between you and the Department of Human Services concerning the DHS Internet Portal, and supersedes any verbal conversations, other communications, or previous agreements, if any.

**A. Agreement:**

I understand and agree to the following conditions:

1. Issuance of employee wage reimbursements is made via SEE Employer Payments (SEP)

2. As the signatory of this Agreement, I confirm that I have the authority in our company/organization to represent the company/organization in its entirety and assume all responsibility and liability as it relates to this Agreement.

3. By submitting and signing this Agreement, I authorize Fidelity Information Services (FIS), as a designated agent for the Department of Human Services (DHS), Benefit, Employment and Support Services Division (BESSD), to deposit SEE Employer Payments into the bank account I designate. I acknowledge SEE Payments deposited into the bank account will appear as “*Direct Deposit EFunds Corp HIDHS EBT (“trans date”) (“case name”), (“Provider #”)*.

4. Upon receiving authorization to participate in the SEE Program and use SEP services, I will also receive authorization for the DHS Internet Portal website. The DHS Internet Portal website will be the only secure access available for me to manage our organization’s bank accounts that are designated for SEE payment deposits. Without this website access, our organization will not be able to utilize SEP services.

5. I must have an e-mail account listed on this Agreement to be granted access to the DHS Internet Portal website, and subsequently access to the SEP services.

6. As the Portal Account Administrator for our organization, I have the ability and responsibility to create, activate, modify and inactivate bank accounts associated to all business sites, designated by our organization that have been listed on this Agreement as sites we have requested SEP services for. I assume all responsibility for the integrity and validity of the bank account information and payment designations for our listed business sites.

7. When creating or modifying a link between our service and its associated bank account, there will be a five (5) calendar day lag from the date of this action prior to funds being deposited to my company/organization via SEP.

8. As a function of being an authorized SEP services user, I will be allowed to create sub-accounts to add additional users in my company/organization who may view our SEP payment information on record with DHS. The granting and maintenance of these sub-accounts will be solely my responsibility.

9. I agree that individuals that I authorize and create sub-accounts for shall complete and sign, the DHS 848, prior to creating their sub-accounts. I further agree to maintain a file of all sub-users’ documents for a period of no less than five (5) years from the date of closure of the sub-account as stipulated in this Agreement.

10. I understand that I may not create “generic” sub-accounts and that each sub-account I create is for a specific authorized user only.

11. In order for DHS to route SEE Payments to our designated bank account, we shall be registered with DHS as a SEE Employer and be authorized by DHS to receive SEE Employer payments prior to routing of such payments.

12. I shall not hold DHS responsible in the event that DHS is unable to route a SEE Payment to our bank account, provided that DHS has in good faith authorized the SEE Payment and has routed such payment to the correct bank account and routing number as provided by me.

13. In the event an erroneous or incorrect credit entry is routed to our bank account, FIS has been authorized by DHS to correct the situation which may include amending or reclaiming the credit entry. I further understand that if FIS is unable to correct the credit entry, I shall be required to repay DHS directly the excess amount that was erroneously or incorrectly received.

14. DPP SEE payments authorized by DHS or Department designee and designated to our bank account will be viewable through the DPP SEE Payment services accessed through the DHS Internet Portal. I understand DHS will not make this payment information available to us through any other means.

15. I am aware that our company/organization will have the ability to see all authorized payments that are SEE payments scheduled to be deposited to our designated bank accounts. I am also aware that because we have the ability to create and grant sub-accounts to view information, it is likely that payment information available for viewing may not be applicable to each site that is listed on the application. Because the payment information includes the names of SEE employees and employee wage reimbursement amounts for my entire organization, I assume all responsibility for protecting the confidentiality of the reimbursement information and ensuring that the information is not used by my authorized personnel for personal or malicious use and that the information will not be shared with individuals not authorized by my organization to have access to the information.

16. I understand that personal information regarding DHS clientele, their benefits and/or their participation with the SEE Program shall be held in confidence by me and my sub-account users, regardless whether our SEP account and SEE participation is active or closed, and/or regardless of our employment status with the company/organization which I currently represent.

17. I am aware that any misappropriate use, or breach of the terms of this Agreement may result in the suspension or revocation of our use of SEP services, and that DHS is under no obligation to provide advance notice, or consider reinstatement of SEP services should our access be terminated as a result of a breech of this Agreement.

**B. Certification:**

By my signature below, I attest to having read the aforementioned conditions and understand and agree with all stated conditions. Further, I also confirm that I do have the authority to certify such information on behalf of my company/organization.

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Print Name (Last, First, MI): | | |  | |  | Title: |  | |
|  | | | | | | | | |
| Signature: |  | | | |  | Date: |  | |
|  | | | | | | | | |
| E-Mail Address: | |  | | |  | Phone: | |  |
|  | |  | | |  |  | |  |
| ⬜ Portal Account Administrator | | | | ⬜ Portal Account Sub-User | | | | |

**FOR DHS USE ONLY:**

HANA EMPLOYER ID NUMBER: