

Terms of Use for PICS Online Portal

1. ACCEPTANCE.

Welcome to Partners in Community Supports (PICS) Online Portal (the "Portal"). This page ("Notice") states the terms and conditions of the Portal. **Please review this Notice carefully.** By accessing, browsing, or using the Portal ("Use"), all users and viewers ("You," "you," "User," or "user") acknowledge acceptance of the terms and conditions listed in this Notice. PICS and its parent company, Lutheran Social Service of Minnesota ("LSS") reserve the right to update this Notice from time to time in its sole discretion. You should review this Notice periodically for updates and changes.

If you do not accept the terms and conditions listed in this Notice, please do not use the Portal, and you should contact Service Coordinator at PICS regarding the submission or review and approval of the weekly timesheets through other means.

2. ELIGIBILITY.

The Portal and any related services are available only to PICS Managing Parties and designated county and state representatives for timesheet and expense data entry, review and approval. **If you are not an authorized Managing Party or designated county or state representative of PICS, please do not use the Portal.** Unauthorized access or usage is strictly prohibited, and violators are subject to civil liabilities and criminal prosecution.

3. DATA ENTRY and SPENDING SUMMARY REVIEW

3.1 Employee's Data Entry.

You certify that the days and hours entered on the timesheet through the Portal are correct and were worked by you or your employees.

3.2 Managing Parties

The hours shown on the timesheets in the Portal are correct. By clicking the submit button, you acknowledge your receipt and approval of the timesheet.

3.3 County and State Representative Information Review

County case managers and other designated officials representing county and state interests, whether direct employees of the county or state or contracted through the county and state, will be granted access to review information. Data entry of time is allowed in some cases, such as, but not limited to, time entry done by state and county representatives associated with the DHS Deaf/Blind Grant, Obesity Prevention Program, and the Breastfeeding Support Program. In other cases where time entry by county and state representatives is not a specified function of the grant, county and state representatives will be granted read-only access for the express purpose of reviewing and monitoring spending.

3.4 General Data Entry Terms.

You acknowledge and accept that PICS and LSS will share the Timesheet Information and Spending Summary information with third parties due to contractual obligations with the state and county entities including but not limited case managers, employees of the Minnesota Department of Human Services, and other county and state officials. PICS and LSS will not sell your Timesheet Information to any third party for marketing purposes.

By submitting your hours, comments, data and/or approval of timesheet information to the Portal (the "Timesheet Information"), you hereby grant PICs and LSS a perpetual, non-exclusive, irrevocable, royalty free, worldwide license and right to use, copy, modify, display, distribute, download, store, reproduce,

transmit, publish, transfer, adapt, create derivative works in any manner, by any means, in entirety or a portion of, of your Timesheet Information.

4. ACCOUNT SECURITY.

You are responsible for the security of your password and for any use of your account of the Portal. You shall promptly notify PICS and LSS of any unauthorized use of your password or account by contacting: (651) 967-5060 x 2414.

5. LICENSE.

PICs and LSS grants you a limited, non-exclusive, non-transferable, non-assignable, revocable license to view and temporarily download a copy of the materials displayed on the Portal solely for your entry and review of the Timesheet Information. All materials displayed or made available on the Portal, including, but not limited to, graphics, documents, text, images, sound, video, audio, artwork, software, and HTML code (collectively, the "Material") are exclusive property of LSS or its content suppliers. The Materials are protected by U.S. and international copyright laws and any other applicable intellectual property rules, regulations, and laws. Except as expressly permitted herein, you shall not (a) use, copy, modify, display, delete, distribute, download, store, reproduce, transmit, publish, sell, re-sell, adapt, reverse engineer, or create derivative works of the Material, or (b) use the Material on other web Portals or any media, e.g., networking environment, without LSS's prior written consent.

All trademarks, service marks, and logos (the "Marks") displayed on the Portal are exclusive property of LSS and their respective owners. You shall not use the Marks in any manner without LSS's and their respective owners' prior written consent.

6. GENERAL PROHIBITION.

In connection with your Use, you agree NOT to:

- a) violate any local, state, and federal rules, regulations and statutes;
- b) infringe any intellectual property and privacy rights, including, but not limited to, patent, copyright, trademark, or trade secrets, of any third party;
- c) breach any of your contractual or confidentiality obligations;
- d) disrupt or interfere with the normal operations of the Portal;
- e) breach or attempt to breach any security measures of the Portal;
- f) post or submit any inaccurate, false, or incomplete information;
- g) impersonate any person or entity; or
- h) misrepresent yourself.

7. PRIVACY.

This section describes how we may use and disclose personally identifiable information that we may collect about you through the Portal ("Personal Information").

Collections and Uses of Personal Information

When you use or register with the Portal, we may ask for certain Personal Information. The categories of Personal Information may include your name, contact information (email address, mailing address, and phone number), and timesheet information.

Disclosures of Personal Information

As described in Section 3 listed above, LSS may disclose Personal Information to third parties. The disclosure to third parties would occur in the following circumstances:

- We will disclose Personal Information to county and state partners where necessary and appropriate in connection with the provision of services.
- We may disclose Personal Information to companies and individuals we employ to perform business functions and services on our behalf. Such functions may include, for example, hosting our Web servers, analyzing data, providing legal, accounting and technical support services. We will not sell Personal Information to a third party for marketing purposes.
- We may disclose Personal Information to the extent necessary or appropriate to government agencies, advisors, and other third parties in order to comply with applicable laws, the service of legal process, or if we reasonably believe that such action is necessary to (a) comply with the law requiring such disclosure; (b) protect the rights or property of LSS or its affiliated companies; (c) prevent a crime or protect national security; or (d) protect the personal safety of the users or the public.

Revisions to the Policy

If we change this privacy policy, we will post any updates here for your review. If we change material terms in this Policy, we will provide notice of the revised policy for 60 days on the main page of the Portal with a link back to this page.

8. DISCLAIMER.

THERE IS NO WARRANTY OF MERCHANTABILITY, NO WARRANTY OF FITNESS FOR A PARTICULAR USE AND NO WARRANTY OF NON-INFRINGEMENT. THERE IS NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE SERVICES PROVIDED BY LSS THROUGH THE PORTAL.

9. LIMITATIONS OF LIABILITY.

YOU UNDERSTAND AND AGREE THAT IN NO EVENT LSS, ITS SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, EMPLOYEES, AND SUPPLIERS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, GOODWILL, REVENUE, DATA, OR USE, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, TORT, OR BREACH OR FAILURE OF WARRANTY, EVEN IF LSS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. TERMINATION.

LSS has the right, in its sole discretion, to terminate any services of the Portal and remove any Materials from the Portal. LSS may also terminate your access to any part or all of the services provided by LSS on the Portal at any time, with or without cause or notice, for any reasons. If you want to terminate your account, you may only cease your Use of the Portal.

11. GENERAL.

This Notice constitutes the entire agreement between you and LSS governing your Use of the Portal and is additional to any binding agreement between you and LSS. This Notice is governed by the laws of the State of California, United States of America, without giving effect to any principles of conflict of laws. LSS does not warrant that this Portal will be lawful outside the United States. The failure or delay by either party to enforce the terms of this Notice shall not be deemed as a waiver of such term. Sections 5, 6, 7, 8, 9, 10, and 11 shall survive any termination of this Notice for any reasons.

Last updated: October 17, 2013