

Electronic Signature Agreement FAQs

Why am I required to submit an Electronic Signature Agreement (ESA)?

ESA's are currently required to submit all Operating Permit Applications and Compliance Reports.

Who needs to submit an ESA?

An ESA must be on file for anyone who wants to submit Operating Permit Applications or Compliance Reports electronically.

Can a consultant submit an ESA?

No. Only the facility's Responsible Official (RO) or a facility employee designated by the facility's RO can submit Operating Permit Applications and Compliance Reports electronically.

Can I email my ESA?

No. The original form with the **wet ink signature** must be mailed to the Bureau of Air for processing.

Do I have to include a copy of my ID?

Yes. You must include a photo-copy of your government issued identification (ie, driver's license, passport).

What do you do with my ID?

We use it to verify the signature on the ESA. Once the signature is verified, the photo-copy is destroyed.

Why do I need to list the facility source ID's?

We need to know which sources you are approved to submit applications and reports for. You may attach a list for multiple facilities.



Instructions

One electronic signature agreement is required for each organization association. This Signature Agreement is for authorization to electronically sign reports via the designated application for submittal to the Kansas Department of Health and Environment ("KDHE") in electronic format. To complete this agreement, both the applicant and authorizing authority from each organization association must agree to the terms herein and provide the respective wet-inked signatures. In addition to the printed and wet-inked signed agreement, the applicant must mail a photo-copy of his or her government-issued identification (e.g. valid driver's license) to the address designated below:

Kansas Department of Health and Environment
ATTN: Electronic Signature Agreement Processing - BOA
1000 SW Jackson Street, Suite 310
Topeka, KS 66612

Applicant Information ----- Individual applying to submit documents on behalf of facility.

Table with 2 columns: Field Name, Value. Fields include Name (John Smith), Title (Environmental Manager), Phone Number (555-555-5555), Phone Extension, and E-mail Address (JohnSmith@facility.com).

Organization Information

Table with 2 columns: Field Name, Value. Fields include Company Name (Facility A), Facility Source ID(s) (123456), Facility SIC code (1111), Application Name (KEIMS), and E-Sign (Yes).

E-Signature Authority ----- Responsible Official (RO) who approves "Applicant" to submit documents. NOTE: RO may also be applicant. The RO is required to have this document on file to submit documents.

Table with 2 columns: Field Name, Value. Fields include Authorizing Authority (Jane Austen), Authorizing Authority Phone (555-555-5555), and Authorizing Authority E-mail (JaneAusten@facility.com).

Disclosure and Consent Terms

By Applicant's use of KDHE online services to access Applicant's account using KDHE online services, Applicant agrees to the terms and conditions set forth in this Electronic Signature Agreement [hereinafter referred to as "Agreement"] and any instructional material KDHE provides Applicant regarding the services.

1. Equipment and Software

Applicant and Authorized Entity are responsible for the set-up, maintenance and security of their personal computer and modem. KDHE is not responsible for providing any equipment, services or advice related to equipment necessary to interface with the KDHE web site, for any error in connections, transmissions or otherwise regarding any system, software, entries or instructions.

A. Browser Software

KDHE online services are designed to work with the latest version of Google Chrome, Mozilla Firefox, Internet Explorer and Microsoft Edge. KDHE reserves the right to discontinue access to the program(s) due to outdated browser software.

B. Additional Software

Acrobat Reader software from Adobe Systems, Inc. may be required for reading and printing this Agreement and/or other documentation.

C. Virus Protection

KDHE is not responsible for any electronic virus, worms, Trojan horse, or other harmful or intrusive components (exploits) that Applicant may encounter through Applicant's/Authorized Entity's connection to KDHE/State of Kansas online services.

2. Performance of Software and Electronic Service and Warranty Disclaimer

Neither KDHE, nor the State of Kansas, its affiliates or any other person(s), software supplier or information provider represents and warrants to Applicant and Authorized Entity that the software KDHE may supply for the KDHE online service is free from any defects, computer virus or other software-related problems. In no event will KDHE or the State of Kansas be liable to the Applicant and/or Authorized Entity for any consequential, incidental or indirect damages arising out of the use, misuse or inability to use the KDHE online services, or for any loss of any data, even of KDHE had been informed of the possibility of such damages.

3. Electronic Signature

Applicant consents and agrees that Applicant's use of a key pad, mouse or other device to select an item, button, icon or similar act/action while using any electronic service KDHE offers, or in accessing or making any submission regarding any agreement, acknowledgment, consent, terms, disclosure or conditions constitutes Applicant's signature, acceptance and agreement as if actually signed by Applicant in writing.

4. Termination or Amendment of this Agreement

Any party may terminate this Agreement upon immediate written notification to the other parties. KDHE may amend this agreement by giving Applicant and Authorized Entity written notice at least thirty (30) days in advance of the effective date of the amendment, unless such amendment is otherwise required by law or applicable regulation. Applicant's continued use of the online services shall be Applicant's agreement to the amendment(s).

5. Choice of Law

This Agreement shall be construed pursuant to the laws of the State of Kansas. The Parties agree to venue in the 3rd Judicial District, Shawnee County, Kansas for any action arising out of this Agreement.

Applicant's Agreement and Signature

I, John Smith, representing the organization named above,

- 1) Agree to protect my password and other confidential information from compromise, not allow anyone else to use this information, not share this information with any other person and to notify KDHE if I believe my confidential information becomes known to any other person or is compromised in any way;
- 2) Certify that the copy of the government issued identification attached to this page is my current valid identification;
- 3) Agree that my digital signature on electronic submittals has the same effect as if my signature was handwritten on paper;
- 4) Understand my responsibility in this role, and hereby acknowledge the possibility of civil and criminal penalties for knowingly submitting false certified reports and associated data;
- 5) Have read and agreed to this Electronic Signature Disclosure and Consent Terms included in this Agreement.

Applicant's Signature: Applicant's Signature Date: Date

I, Jane Austen, representing the organization named above,
Hereby certify that I am authorized by the Organization named herein to sign this document. By my signature, the Organization acknowledges responsibility to ensure the data electronically signed and submitted to KDHE is true, correct and complete to the best of our knowledge.

Authorizing Person's Signature: RO's Signature Date: Date