



Bureau of Health Statistics and Registries
Rev. 11/23

Pennsylvania's eVitals User Agreement and Confidentiality Policy

eVitals is an electronic vital events registration system operated by the Commonwealth of Pennsylvania, Department of Health (DOH) that provides secured authentication for users who submit reports of vital events, including births and deaths.

To access eVitals, you must accept without modification all terms, conditions and notices contained in this User Agreement and Confidentiality Policy (User Agreement). If you do not accept the terms of use in its entirety, you may not access eVitals.

After you have accepted the eVitals User Agreement, DOH will provide you with an eVitals access. You are responsible for keeping your eVitals credentials secure. Your eVitals credentials should not be shared or used by anyone other than you. You are responsible for all activities that occur under your eVitals credentials and agree to notify DOH immediately of any unauthorized use of your credentials.

MODIFICATION OF THESE TERMS OF USE

DOH may wish to update or change the User Agreement from time to time to reflect changes in eVitals, including changes in legislation that may affect eVitals. DOH will make reasonable efforts to notify eVitals users of any changes. However, DOH reserves the right to make these changes unilaterally, and your continued access to or use of eVitals shall constitute your consent to such change.

NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of eVitals, you agree that you will not use eVitals for any purpose that is unlawful or contrary to this User Agreement. You also may not use eVitals in any manner that could damage, disable, overburden, or impair eVitals or interfere with any other person's use of eVitals. You may not attempt to gain unauthorized access to any eVitals account, computer systems or networks associated with eVitals. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided to you through eVitals.

ACCESS TO AND DISCLOSURE OF EVITALS INFORMATION

All data entered and stored in eVitals is to be held in the strictest confidence. You agree to access only those records for which you fulfill a role in the registration process. Attempts to access other records is strictly prohibited. eVitals maintains an audit trail of user activity, allowing for the monitoring of all user activity.

Disclosure to a third party of any confidential personal and health information acquired only through access to eVitals is strictly prohibited. Discovery of inappropriate disclosure will result in termination of your access to eVitals.

TERMINATION/ACCESS RESTRICTION

DOH reserves the right, in its sole discretion, to terminate your access to eVitals or any portion thereof at any time, without notice.

DOH also may terminate or suspend your access to eVitals for inactivity, which is defined as failing to sign into eVitals for an extended period of time as determined by DOH. Upon termination of your account, your right to use eVitals immediately ceases.

GENERAL

These terms of use are governed by the laws of the Commonwealth of Pennsylvania.

Nothing contained in this User Agreement is in derogation of the right of DOH to comply with governmental, court and law enforcement request or requirements related to eVitals or information provided to or gathered by the Commonwealth of Pennsylvania related to use of eVitals. You agree to indemnify and hold DOH and the Commonwealth of Pennsylvania harmless for any claim, demand, or damage, including reasonable attorneys' fees, asserted by any third party due to or arising out of your use of or conduct in eVitals. If any part of this User Agreement is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or enforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this User Agreement shall continue in effect.

TERMS SPECIFIC FOR FACILITY ACCOUNT MANAGERS

A user established as a Facility Account Manager is responsible for managing eVitals users accounts for a licensed healthcare system, or other vital event reporting entity. This user is designated by their facility and agrees to perform the following tasks related only to that facility:

- Gather and maintain user account requests for eVitals for your facility.
- Ensure that users have read this User Agreement prior to creating the user's eVitals account.
- Establish new user eVitals accounts for that facility who enter report information and/or electronically sign reports for vital events.
- Verify and record in eVitals the professional licensing number associated with eVitals users that sign reports for vital events, as applicable.
- Support the eVitals training needs of the facility eVitals users.
- Immediately terminate access of users no longer employed by or affiliated with the facility.
- Reset passwords for users as necessary; and
- Immediately notify DOH when changes in the user's employment status or responsibilities impact the user's role as Facility Account Manager or when the user's contact information changes.

The Facility Account Manager role will not enter vital events information. However, the same individual may establish themselves in a user role to enter report of birth or death information, and/or electronically sign such reports.