

# Pennsylvania's Electronic Death Registration System (EDRS) User Agreement and Confidentiality Policy<sup>1</sup>

EDRS is an electronic death registration system operated by the Commonwealth of Pennsylvania, Department of Health (DOH) that provides secured authentication for users who submit reports of death.

To become an EDRS user, you are required to complete an EDRS user account request form. To enroll, you must provide information about yourself and authorize DOH to verify your information by reference to other Commonwealth of Pennsylvania information sources. DOH agrees that it will only use your personal information to authenticate your identity and for administration of EDRS.

To access EDRS to report deaths, 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 EDRS.

After acceptance of your signed EDRS user account request, DOH will provide you with an EDRS user identification ID and password (credentials). You are responsibility for keeping your EDRS credentials secure. Your EDRS credentials should not be shared or used by anyone other than you. You are responsible for all activities that occur under your EDRS credentials and agree to notify DOH immediately of any authorized use of your credentials.

# TERMS SPECIFIC FOR FACILITY ACCOUNT MANAGERS

A user established as a Facility Account Manager is responsible for managing EDRS users accounts for a licensed healthcare system or funeral home. 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 PA's Electronic Death Registration System (EDRS Account Form) at the facility. The facility may use the EDRS Account Form or a similar form created by the facility that includes the same language as shown under the "Acknowledgement of Responsibilities" section of the EDRS Account Form.
- Ensure that users have read this User Agreement prior to creating the user's EDRS account.
- Establish new user EDRS accounts for that facility for users who enter report death information and/or electronically sign reports of death in EDRS.
- Verify and record in EDRS the professional licensing number associated with EDRS users that sign reports of death.
- Support the EDRS training needs of the facility EDRS 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 will not enter death record information.

<sup>1</sup> Formerly titled the DAVE<sup>TM</sup> User Agreement and Confidentiality Policy

# MODIFICATION OF THESE TERMS OF USE

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

## NO UNLAWFUL OR PROHIBITED USE

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

## ACCESS TO AND DISCLOSURE OF EDRS INFORMATION

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

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

#### **TERMINATION/ACCESS RESTRICTION**

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

DOH also may terminate or suspend your access to EDRS for inactivity, which is defined as failing to sign into EDRS for an extended period of time as determined by DOH. Upon termination of your account, your right to use EDRS 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 EDRS or information provided to or gathered by the Commonwealth of Pennsylvania related to use of EDRS. You agree to indemnity 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 EDRS. 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.