



**Delaware Health and Social Services
Division of Management Services**

Office of Emergency Medical Services
DPH, Public Health Preparedness Section
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**Office Of Emergency Medical Services
Non-Disclosure & Acceptable Use
Agreement
Delaware Emergency Medical Reporting
System (DEMRS)**

Important. Please read all sections below. If you have any questions regarding this Agreement, please discuss them with your supervisor before signing. You should make a copy of this Agreement for your own records.

As a condition of receiving access to the Delaware Emergency Medical Reporting System (DEMRS), I hereby agree to the following:

1. I understand and agree that this Agreement will continue in force even after the end of my term as an authorized user of the DEMRS system.
2. I understand and support OEMS's firm commitment to avoid unauthorized disclosure of confidential information. This applies even though the Employee/user does not take any direct part in or furnish the services performed for these clients.
3. I understand that, in addition to confidential client information, any information I have access to in DEMRS is also confidential, including but not limited to personnel information, and cannot be released or disclosed without appropriate authorization.
4. I agree not to disclose confidential information unless authorized by a competent authority.
5. I agree not to copy, send or save any confidential information onto a personal thumb drive, disk, external hard drive or any other portable or non-portable device.
6. I agree to accept any system update prompts that I receive when using the Field Bridge portion of the DEMRS application. I will not defer the update when it is received. If an error occurs when the update is occurring, I will immediately notify my Agency's Supervisor so that the error can be addressed.
7. I agree not to permit any person to examine or make copies of any reports or documents that have in any way to do with the clients or individuals for whom the providing Agency has access to information. I agree to consult with my immediate supervisor or the next level of management prior to disclosure if there is any question concerning the authority to release specific confidential information.
8. I agree that I will not use any of the data or resources within DEMRS for any unlawful or prohibited purpose.
9. I agree to safeguard from disclosure any passwords or security codes assigned to me. I will not permit others to access or use the DEMRS system under my issued password or security code.

10. I agree to only use authorized devices and hardware to connect to the DEMRS application. I will not use personal devices to connect to any version of DEMRS unless previously approved by OEMS and my Agency's management prior to connecting.
11. I understand and agree that all confidential material received in the course of my work with DEMRS is government property and that I will relinquish such material to OEMS or my Agency upon my termination as a DEMRS user, and that I will not retain copies of the same.
12. I understand that violation of this Agreement or violation of the privacy rights of individuals through unauthorized discussion or disclosure of confidential information may give rise to irreparable injury to the person or to the owner of such information, and that accordingly, may make me subject to civil and/or criminal penalties, as well as disciplinary action, if appropriate by my sponsoring organization or EMS certification agency.
13. I agree to comply at all times with all security regulations, applicable federal and state laws, OEMS policies and procedures, and any professional ethical standards. In addition, I am required to comply with my sponsoring organization's policies and procedures.

I have read all of the above sections of this Agreement and I understand them. I agree with the above provisions.

This is to certify that I have read and agree to abide by the guidelines set forth within the DEMRS Acceptable Use Policy that apply to my use. As an authorized user of the DEMRS system I fully intend to comply with this policy realizing that I am personally responsible for intentional misuse or abuse of the DEMRS system. All users must agree to abide by all statements as a condition of access and continued use of this system. If OEMS learns of potential inappropriate use, OEMS will immediately notify the user's sponsoring organization and the Delaware State Fire Prevention Commission when appropriate, which must take immediate remedial action and inform OEMS of its action. In instances where the Agency does not respond in a timely or reasonably appropriate manner, are "repeat offenders", or if criminal activity is suspected, OEMS will work directly with the proper authorities, and follow their guidance in determining appropriate action. The user could be reported to the appropriate certifying organization and may be subject to disciplinary actions against their EMS certification. In an emergency, in order to prevent further possible unauthorized activity, OEMS may temporarily disconnect the user or Agency. If I have any questions about the policy, I understand that I need to ask my supervisor for clarification.

Signature _____

Name (printed) _____

Date _____