



## NATIONAL DEATH INDEX REPEAT REQUEST FORM

**Mail form to: NATIONAL DEATH INDEX, Division of Vital Statistics, National Center for Health Statistics, 3311 Toledo Road, Room 7318, Hyattsville, Maryland 20782**

Once a National Death Index (NDI) user's initial NDI Application Form has been approved for a particular study or project and the initial NDI file search has been performed, the user must submit this abbreviated request form prior to each subsequent NDI file search.

The user should not submit records for a repeat NDI file search until the user is notified by the National Center for Health Statistics that this repeat request has been approved.

CURRENT PROJECT DIRECTOR, TITLE, AND COMPLETE ADDRESS:		ASSIGNED NDI APPLICATION NUMBER:
		<input checked="" type="checkbox"/> TYPE OF NDI SEARCH (CHECK ALL THAT APPLY): <input type="checkbox"/> Routine search <input type="checkbox"/> NDI Plus (unknown vital status) <input type="checkbox"/> NDI Plus (known decedents)
E-MAIL:	PHONE NUMBER:	
KEY CONTACT PERSON:	PHONE NUMBER:	E-MAIL:

ANSWER EACH OF THE FOLLOWING QUESTIONS BASED ON THE INFORMATION PROVIDED IN YOUR APPROVED NDI APPLICATION FORM. ATTACH AN AMENDED OR REVISED NDI APPLICATION FORM ONLY IF THERE IS A RESPONSE OF "YES" TO ONE OR MORE OF THESE QUESTIONS. IF THERE HAVE BEEN CHANGES, CONTACT NDI STAFF FIRST. CURRENT APPROVAL FROM YOUR INSTITUTIONAL REVIEW BOARD (IRB) FOR THE PROTECTION OF HUMAN SUBJECTS IS REQUIRED FOR ALL REPEAT NDI REQUESTS. A COPY OF IRB APPROVAL MUST BE INCLUDED WITH YOUR SUBMISSION OF THIS	YES	NO
1. Excluding any new FEDERAL GRANTS, is the project being supported by any new organization(s)?		
2. Will any new organization(s) be receiving any IDENTIFYING or potentially IDENTIFIABLE information from NDI, state death records, or death record followback investigations?		
3. Are there any changes in the provisions for maintaining the confidentiality of such IDENTIFYING information?		
4. Are there any changes in the provisions for disposing of such IDENTIFYING information?		
5. Will any IDENTIFYING death record information obtained via NDI be used for LEGAL, ADMINISTRATIVE, or OTHER ACTIONS which may DIRECTLY affect particular individuals or establishments as a result of their specific identification in this project?		
6. Will the proposed NDI file search be used for a study or project different from what was described in the approved NDI Application Form?		
7. Are there any changes in the project's research objectives described in the approved NDI Application Form?		
8a. Are there any changes in your PROPOSED followback methodology? (Enter "NA" if not applicable.)		
8b. If you did not propose any death record followback investigations, will you be initiating such activities?(Enter "NA" if not applicable.)		
8c. Have any publications resulted from the use of NDI data? If yes, please provide citation _____		

Assurance of Confidentiality – We take your privacy very seriously. All information that relates to or describes identifiable characteristics of individuals, a practice, or an establishment will be used only for statistical purposes. NCHS staff, contractors and agents will not disclose or release responses in identifiable form without the consent of the individual or establishment in accordance with section 308(d) of the Public Health Service Act (42 USC 242m). In addition, NCHS complies with the Cybersecurity Enhancement Act of 2015. This law requires the Federal government to protect its information by using computer security programs to identify cybersecurity risks against federal computer networks.

Public reporting burden of this collection of information is estimated to average 18 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to CDC/ATSDR Reports Clearance Officer, 1600 Clifton Road, MS D-74, Atlanta, GA 30333, ATTN: PRA (0920-0215, Exp. Date xx/xx/20xx).



## NATIONAL DEATH INDEX CONFIDENTIALITY AGREEMENT

**Study or Project Title:**

The undersigned hereby agrees to the following terms and conditions associated with this National Death Index (NDI) application and to the use of the information obtained from (1) NDI, (2) state death records, and (3) death record followback investigations:

- A. Except for persons or organizations specified in the approved NDI application form, no data will be published or released in any form to any party if a particular individual or establishment is identifiable. **ALL REQUESTS FOR IDENTIFIABLE DATA OBTAINED VIA NDI WILL BE REFERRED IMMEDIATELY TO THE NATIONAL CENTER FOR HEALTH STATISTICS (NCHS).** In accordance with Section 308(d) of the Public Health Service Act, such identifiable data will specifically not be provided in response to a direct order from an official of any government agency, the Administration, or Congress, nor in response to an order from a court of justice.
- B. The identifying information will be used ONLY for statistical purposes in medical and health research.
- C. The identifying information will not be used as a basis for legal, administrative, or other actions which may directly affect those particular individuals or establishments as a result of their specific identification in this project.
- D. The identifying information will be used only for the study or project proposed and the purpose described in the approved NDI application form. Use of the information for a research project other than the one described in the application form will not be undertaken until after a separate NDI application form for that project has been submitted to, and approved by, NCHS.
- E. NCHS obtains death record information via contracts with the state vital statistics offices. These contracts contain specific restrictions on the use of the information by NDI and NDI Plus service (which gives NDI users cause of death codes). By providing NCHS with these assurances, I understand that I am also providing the same assurances to the state vital statistics offices. Violation of the terms and conditions of this Agreement may subject the organization/researcher to immediate abrogation of the Agreement by NCHS, the requirement of the return of all NDI data and related materials, and denial of future use of NDI. Violation of the terms of the Agreement may also be a violation of federal criminal law under 18 U.S.C. Section 1001. NCHS will pursue all legal remedies in the event of unauthorized disclosure of identifiable information from NDI data. Violation of the terms of the Agreement is also subject to state legal remedies.
- F. The original version of the NDI data must be retained at a single location, and no copy or extract of identifiable information may be made available to anyone except those persons identified in the Agreement and who have signed a nondisclosure statement. The NDI data may not be re-released to others except as specified in item G of this agreement.
- G. Access to identifiable NDI data maintained in computer memory must be controlled by password protection. Servers housing NDI data must be protected by a firewall and not be directly accessible from the Internet. All persons must have completed required computer security training required by their institution. All printouts, diskettes, personal computers with data on hard disks, or other physical products containing identifiable information derived from NDI must be kept in locked cabinets, file drawers, or other secure locations when not in use. Security procedures must be in place to ensure that identifiable NDI data cannot be used or taken by unauthorized individuals. Printouts, tabulations, reports, and other materials must be edited for any possible disclosures of NDI identifiable data prior to making the information available to anyone other than those persons identified in this Agreement.
- H. Except for data stored in registries, all identifying or identifiable data received from NDI must be removed from all research records at the conclusion of the study or within 5 years after receipt of the NDI data—regardless of the data set in which the data are kept—unless an extension has been granted by NDI. The original version of the NDI data must be returned to NCHS or destroyed. Files—including backup files and derived files—with NDI identifying or identifiable data must be both deleted and overwritten to prevent recovery of the data; see Attachment A.
- I. The organization/researcher must notify NCHS within 24 hours upon discovering any loss or suspected loss of identifiable NDI data or any disclosure of identifiable NDI data to unauthorized parties. This must be reported to the DVS Director,

ATTACHMENT C

Charles J. Rothwell (301-458-4468). Within 3 business days of the notification to NCHS, the organization/researcher

ATTACHMENT C

must submit to the NCHS Confidentiality Officer a more detailed written report including the date and nature of the event, actions taken or to be taken to remediate the issue(s), and plans or processes developed to prevent further problems, including specific information on timelines anticipated for action.

- J. Authorized NCHS staff or agents may, upon request, be granted access to {name of user} facilities, where confidential NDI data are kept or used, for the purpose of inspecting the data security arrangements.
- K. I understand that while state vital statistics offices may receive copies of this application, states may require additional information or assurances before responding to requests for copies of death certificates or for death record information. Some states may not be able to honor certain requests because of the proposed uses of the state data. Furthermore, once data from a particular state are received, I understand that users of the data are subject to that state's laws and regulations relating to disclosure of information on individuals or establishments.
- L. I have reviewed this NDI application. All of the statements made in this application and in any confidentiality assurances related to this application are true, complete, and correct to the best of my knowledge and belief. My signature below indicates my agreement to comply with the stated statutory-based requirements, with the knowledge that deliberately making a false statement in any matter within the jurisdiction of any department or agency of the Federal Government violates 18 USC 1001 and is punishable by a fine of up to \$10,000 or up to 5 years in prison.

<p><b>SIGNATURE</b> of <i>principal investigator, project director, project officer, or other responsible official</i></p> <div style="border: 1px solid black; height: 25px; width: 100%;"></div> <p>Signature _____ Date _____</p> <div style="border: 1px solid black; height: 25px; width: 100%;"></div> <p>Name (type or print) _____</p> <div style="border: 1px solid black; height: 25px; width: 100%;"></div> <p>Title _____</p> <div style="border: 1px solid black; height: 25px; width: 100%;"></div> <p>Organization _____</p> <p>E-mail: _____</p>	<p><b>* SIGNATURE</b> of <i>"official authorized to execute agreements"</i></p> <div style="border: 1px solid black; height: 25px; width: 100%;"></div> <p>Signature _____ Date _____</p> <div style="border: 1px solid black; height: 25px; width: 100%;"></div> <p>Name (type or print) _____</p> <div style="border: 1px solid black; height: 25px; width: 100%;"></div> <p>Title _____</p> <div style="border: 1px solid black; height: 25px; width: 100%;"></div> <p>Organization _____</p> <p>E-mail: _____</p>
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Data Steward for this project (name): \_\_\_\_\_ Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Work phone number: \_\_\_\_\_ E-mail address: \_\_\_\_\_

As Data Steward, I affirm I will act as custodian of the NDI files and will be responsible for observing the conditions of use. I will notify the NDI Director, Dr. Lillian Ingster (301-458-4286; LIngster@cdc.gov):

- a. When access to the NDI data is no longer needed (see Attachment A).
- b. If a change in site access is contemplated.
- c. Of the intent to modify the project's purpose.
- d. If these responsibilities are to be transferred.

Signature of Data Steward: \_\_\_\_\_ Date: \_\_\_\_\_

## ATTACHMENT C

\* **NOTE:** The “official authorized to execute agreements” will vary among organizations. Whenever possible, NDI prefers that this official be someone at a higher level of authority than the principal investigator or other persons responsible for the study or project; for example, a university official authorized to sign grant proposals, a company vice president, or a government division or bureau director. By signing this agreement as the **authorized official**, you are declaring that you have the authority to make the above assurances on behalf of the university, company, agency, or other organization and to bind the organization to the terms of this agreement, and that you take responsibility for the confidentiality assurance of all organizations or individuals who are participating in this