INTER-JURISDICTIONAL EXCHANGE AGREEMENT FOR VITAL RECORDS
2014-2018

I. General

By signing this Inter-jurisdictional Exchange (IJE) Agreement, directors of vital records registration jurisdictions agree to become Trading Partners in the electronic exchange of vital event information. The State and Territorial Exchange of Vital Events (STEVE) system is the electronic exchange mechanism used in this Agreement and its use is only permitted after signing the IJE Agreement.

Non-signing jurisdictions relinquish the expectation of receiving resident vital event records from other jurisdictions and may negatively impact the ability for any jurisdiction to analyze health information about their residents.

Jurisdictions that become STEVE trading partners on or after January 1st, 2014 should send files that include all their records beginning with data year 2014 through STEVE. Files intended for Jurisdictions that become STEVE trading partners on or after January 1st, 2014 will accumulate in the STEVE overflow mailbox. These files will be released by the Sending Jurisdiction through STEVE after they are notified that there is a new STEVE Trading Partner.

II. Definitions

1. **Authorized Data Partners** – Programs or other specific uses of vital event data common to most or all jurisdictions and reviewed by the IJE Committee. These programs may receive vital event data from Sending Jurisdictions for statistical and/or programmatic use. A list of Authorized Data Partners is included in this Agreement.

2. **Date of Registration** – The month, day, and year a vital record, including a report of induced termination of pregnancy, is incorporated into the official records of the jurisdiction.

3. **Health Research** - A systematic study to gain information and understanding about health with the goal of finding ways to improve human health. Such study shall conform to or be conducted in accordance with generally accepted scientific standards or principles and be designed to develop or contribute to generalizable scientific knowledge.

4. **Local Public Health Agencies (LPHA)** - The governmental public health presence at the local level. It may be a locally-governed health department; a branch of the state health department; a state-created district or region; a department governed by and serving a multi-county area; or any other arrangement that has governmental authority and is responsible for public health functions at the local level.

5. **Mailboxes** – Computer folders for receiving STEVE files. The files may be either internal or external in origin. The use of mailboxes helps assure data sharing protections are in place.

6. **Non-personally identifiable information** – Information that cannot be used to distinguish or trace an individual’s identity. This information is used for public use and research.
7. **Non-resident Records** – Vital records registered in a jurisdiction to a resident of a different jurisdiction (also called out-of-state records).

8. **Personally Identifiable Information (PII)** - Information that can be used to distinguish or trace an individual’s identity, such as but not limited to his or her name, Social Security number, biometric records or address, alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as but not limited to date and place of live birth or mother’s name prior to first marriage.

9. **Public Use Data Files** – Data files prepared with the intent of making them available for public use. The data available to the public are not individually identified or maintained in a readily identifiable form.

10. **Roster Records** – Selected fields from the death record sent from the jurisdiction where the death occurred to the jurisdiction of birth. This information allows birth certificates to be matched and marked “deceased” for fraud prevention.

11. **STEVE** - The State and Territorial Exchange of Vital Events (STEVE) System is a secure, point-to-point messaging system owned and administered by the National Association for Public Health Statistics and Information Systems (NAPHSIS) for exchanging vital event data between trading partners.

12. **Trading Partners** - For the purposes of this Agreement, Trading Partners are U.S. vital record jurisdictions and other vital record authorized organizations (i.e. vital record statistical or data processing units) that have agreed to electronically exchange vital record data in compliance with the terms and conditions stated herein.

   a. **Receiving Jurisdiction** - Trading Partners that receive electronic vital records and/or vital record information derived from vital events from other Trading Partners.

   b. **Sending Jurisdiction** - Trading Partners that send electronic vital records and/or vital record information derived from vital events that occurred within their jurisdiction to other Trading Partners.

**III. Governance for Data Exchange**

Information exchanged under this Agreement will be governed by individual Sending Jurisdictions’ laws and policies for vital event data use, release and re-release. Sending Jurisdictions will control all information that is being sent to the Receiving Jurisdictions and Authorized Data Partner Programs in their configuration of STEVE.

Trading Partners, acting as Sending and/or Receiving Jurisdictions, will exchange all non-resident records and all roster records electronically via the State and Territorial Exchange of Vital Events (STEVE) System\footnote{Non-U.S. trading partners may exchange data under this Agreement using alternative, approved methodologies and systems.} using standard IJE electronic file formats defined by the NAPHSIS IJE Committee and posted to the NAPHSIS web site at [www.naphsis.org](http://www.naphsis.org).
IV. Period of Performance of this Agreement

This Agreement applies to vital events that occur from 2014 through 2018 inclusive, and succeeds the 2008-2012 Agreement that was extended through the end of 2013. Authorized exchange of data is determined by the Agreement pertaining to the year in which the event occurred. The Agreements for events that occurred prior to the beginning of this agreement (January 1, 2014) continue to authorize the exchange of vital events occurring during the relevant time period. This 2014-2018 Agreement shall cover events occurring from 2014-2018 and shall remain in effect unless Trading Partners are notified of a change in the timeframe of the Agreement by NAPHSIS Headquarters.

V. Execution of this Agreement

This Agreement will be executed in counterparts representing each jurisdiction, each of which shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument. This Agreement is administered by NAPHSIS, which is not a Trading Partner in this Agreement but is bound by the terms of this Agreement. Each jurisdiction may terminate its Agreement by notifying NAPHSIS.

VI. Terms and Conditions for Sending Jurisdictions

1. Sending Jurisdictions agree to exchange vital record files derived from the following vital events:
   a. All births, deaths, fetal deaths (stillbirths) and induced terminations of pregnancy recorded for non-residents will be sent from the jurisdiction of occurrence to the jurisdiction of residence (i.e., non-resident records) according to the laws and policies of the Sending Jurisdiction.
   b. All recorded deaths will be sent from the jurisdiction of occurrence to the jurisdiction of the decedent’s birth (i.e., roster records).
   c. All recorded births for decedents less than one year of age will be sent by the jurisdiction of birth to the jurisdiction where the death occurred. This may happen either when the death record is received by the birth state and the birth record is flagged deceased, or it may occur at the request of the jurisdiction where the death occurred. If the Sending Jurisdiction is unable to provide the file electronically, the Requesting Jurisdiction may work out an agreeable alternative with the Sending Jurisdiction in providing the linkage information.

2. To the extent permitted by its statutes and policies, a Sending Jurisdiction shall provide complete, accurate, and timely vital events data to its Trading Partners and shall not restrict the provision of name(s), other identifying information, and medical information.

3. Sending Jurisdictions agree to provide vital events data to their Trading Partners no later than 30 days following the date of registration of the event, except for induced terminations of pregnancy. Once records have been updated with codes provided by NCHS (cause of death, bridged race, ethnicity, etc.), they may be re-transmitted to trading partners after the 30-day period. To ensure optimum utilization of the records, Sending Jurisdictions agree to complete all transmissions of the immediate prior year’s registered vital events within 90 days of the close of the prior calendar year.
VII. Terms and Conditions for Receiving Jurisdictions

1. Information exchanged under this Agreement may be used by the Receiving Jurisdiction for:
   a. Statistical analysis of resident health.
   b. Linking birth and death certificates (i.e., birth/death perinatal cohort file) for statistical analysis.
   c. Matching and flagging birth records as “deceased” for fraud prevention.
   d. Health research approved by an authorized Institutional Review Board and by the Receiving Jurisdiction as long as no personally identifiable information or geographic identifiers identifying the place of occurrence (including jurisdiction of occurrence) are released to the researcher.
   e. Public Use Data Files as long as personally identifiable information and geographic identifiers identifying the place of occurrence (including jurisdiction of occurrence) are not disclosed.

2. Receiving Jurisdictions agree not to:
   a. Issue certified or informational copies or abstracts of vital records exchanged under this Agreement.
   b. Allow the general public access to records or information exchanged under this Agreement.
   c. Provide information identifying the jurisdiction of occurrence in response to a customer service inquiry or certification request unless by law enforcement for criminal investigative purposes.

3. The original data files received via STEVE must be stored on a secure network and destroyed according to the Receiving Jurisdiction’s records retention and confidential records destruction policies, or no more than 5 years after the year of the event.

4. In the case of any security breach of data received under this Agreement, the jurisdiction where the breach occurred shall notify NAPHSIS HQ at security@naphsis.org within 24 hours of discovery.

VIII. Terms and Conditions for Re-release to Local Public Health Agencies (LPHA)

Receiving Jurisdictions that re-release exchanged data to local public health agencies for the support of public health programs or for health research must have an official agreement with the local public health agencies that includes the following minimum conditions:

1. The data received can be used for statistical analysis as long as no personally identifiable information is released by the LPHA.

2. The data received can be used for public health surveillance, public health program evaluation, and administrative uses by the local public health agencies if the local public health agency defines specifically how that data will be used and the receiving jurisdiction approves of its use.
3. Any health research will need to be approved by an authorized Institutional Review Board and be submitted to the Receiving-Jurisdiction for approval. Data received for health research is deemed confidential and no personally identifiable data are permitted to be released by the LPHA.

4. All data files received must be stored on a secure network. Programs agree to destroy data files received according to the Receiving Jurisdiction’s record retention and confidential records destruction policies.

5. The time frame covered by the agreement. The time frame must not include vital event data years beyond what is allowed in the IJE Agreement (see section IV).

6. Any other release, re-release, or use of vital events data not specified in the Agreement, or between signatories of this Agreement, requires the written permission of the Sending Jurisdiction.

IX. Terms and Conditions for release to Authorized Data Partners

1. Sending Jurisdictions will define the data, if any, that will be provided to specified Authorized Data Partner programs when configuring their STEVE exchange files. Receiving Jurisdictions do not determine what information is shared.

2. Receiving Jurisdictions will set up a mailbox for each Authorized Data Partner program with a current data use agreement with the jurisdictional vital record office. Mailboxes will be configured to receive inter-jurisdictional vital event data. Mailboxes may be configured to receive internal data as well.

3. Receiving Jurisdictions will determine the method of mailbox access for each of its Authorized Data Partner programs. Programs will either use the mailboxes in STEVE directly to retrieve the files or the STEVE administrator(s) will define the destination path of the files. In either situation, only data authorized by the Sending Jurisdiction will be made available.

4. Receiving Jurisdictions agree that any other release, re-release, or use of vital events data not otherwise specified in this Agreement requires the written permission of the Sending Jurisdiction.

X. NAPHSIS Administration of the Agreement

This Inter-jurisdictional Exchange Agreement shall remain in effect until December 31, 2018 or unless otherwise notified of a change in the timeframe of the Agreement by NAPHSIS Headquarters.

1. NAPHSIS will keep and maintain signed original copies of this Agreement for all Trading Partners and will serve as the administrator of the Agreement.

2. Any updates to jurisdictional contact information should be provided to NAPHSIS within 30 days of the change. NAPHSIS will publish and maintain on its members-only website at [www.naphsis.org](http://www.naphsis.org) current contact information for each jurisdiction participating in the IJE Agreement.

3. In the case of any security breach of data reported by a Trading Partner, NAPHSIS HQ will provide notification to the membership by the close of the next business day.
### Authorized Data Partner Programs:

<table>
<thead>
<tr>
<th><strong>Child Health Registries and Surveillance Systems</strong></th>
<th>Birth defects registries, immunization registries, etc.:</th>
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<tr>
<td></td>
<td>♦ Birth defects registry is for the purpose of initiating and conducting investigations of the causes, mortality, methods of prevention, treatment and cure of birth defects and allied diseases.</td>
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<td>♦ Immunization registry is a fully operational population-based registry which includes capabilities to (1) protect confidential information, (2) enroll all children at the State or community level automatically at birth, (3) give providers access to complete vaccination history, (4) recommend needed vaccinations, (5) notify children who are due and overdue for vaccinations, (6) assess practice and geographic-level coverage and (7) produce authorized immunization records. Registries may provide other important functions such as automatic reporting of adverse events. Registries may serve other purposes as well, including VPD surveillance, vaccine efficacy monitoring and vaccine inventory management.</td>
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| **Infant/Child Death Reviews** | ♦ Child death fatality reviews are case study reviews by local cross-disciplinary teams using data already collected to establish the facts of the case and to determine if there are preventative measures that can be taken in order to prevent future deaths. Information cannot be subpoenaed and all information is kept strictly confidential to the program. |
|                               | ♦ Infant death review panels examine selected fetal and infant death cases, identify factors associated with these deaths and determine if these factors represent system problems which require change. |

| **Child Support Enforcement** | Child support enforcement programs utilize vital records to determine parentage and to enforce orders for child support, which may reside in a separate state agency than the one administering vital records. |
| **Healthy Start Programs**    | Healthy Start program evaluation is a study to determine the program effectiveness of providing prenatal care to low income women. |

| **Disease Registries and Surveillance Systems** | Cancer, AIDS, Alzheimer’s, Parkinson’s, Occupational Health, etc. |
| **State Eligibility Programs** | ♦ Medicaid, Child Health Insurance Program (CHIP), other medical and dental services programs, child disability programs, etc. |
|                                      | ♦ State Retirement, the agency of government responsible for managing the retirement system for state and other government employees. |
| **PRAMS** | PRAMS, the Pregnancy Risk Assessment Monitoring System, is a surveillance project of the Centers for Disease Control and Prevention (CDC) and state health departments. PRAMS collects state-specific, population-based data on maternal attitudes and experiences prior to, during, and immediately following pregnancy. |
| **NVDRS** | National Violent Death Reporting System, a CDC-funded surveillance program operated by the State that collects facts from different sources about a suicide or homicide. The information—from death certificates, police reports, and coroner or medical examiner reports—is pooled into a useable, anonymous database. As NVDRS data become available, state and local violence prevention practitioners use it to guide their prevention programs, policies, and practices. |
| **Other Federally-funded Surveillance Programs Operated by the State** | Other activities administered by the jurisdiction as part of CDC or other federal agency surveillance programs. |
| **Health Research as per IJE Agreement Items VII.1.d and VIII.3** | Health Research as per IJE Agreement Items VII.1.d and VIII.3 and as defined in Section II. |
| **Voter Registration** | State voter registries for the purpose of purging deceased individuals from voter registration rolls. |
| **Private Sector Organizations Operating on Behalf of Jurisdiction** | State contractors performing authorized work related to above program(s). |
| **Other** | For all other programs, contact NAPHSIS HQ at hq@naphsis.org. |
INTER-JURISDICTIONAL EXCHANGE AGREEMENT FOR 2014-2018

By signing this Inter-jurisdictional Exchange (IJE) Agreement, the registration area agrees to become a Trading Partner in the electronic exchange of vital event information and to abide by the terms and conditions of this agreement.

Signify your agreement by signing below:

Registration Area_____________________________Agency______________________________________________
______________________________________________________________________________
Signature       Title       Date

SIGNATORY CONTACT INFORMATION:

Name__________________________________________________________
Title______________________________________
Address______________________________________________________________________________

________________________________________
Email

________________________________________
Phone________________________________ Fax______________________________

CONTACT INFORMATION FOR ELECTRONIC EXCHANGE:

Name__________________________________________________________
Title______________________________________
Address______________________________________________________________________________

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Email

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Phone________________________________ Fax______________________________