

Policy and Procedure for Requesting Access to Public Use Version of Maryland Violent Death Reporting System (MVDRS) Data File

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The Maryland Violent Death Reporting System (MVDRS) is a systematic surveillance system for capturing detail about the circumstances of violent death events including homicide, suicide, accidental firearm-related deaths, legal intervention deaths, and violent deaths of undetermined intent. MVDRS is collected by the Center for Environmental, Occupational, and Injury Epidemiology under direction and guidance of the Center for Disease Control and Prevention as a project of the National Violent Death Reporting System (NVDRS). Pre-analyzed MVDRS data products are available on the MVDRS webpage at <https://health.maryland.gov/phpa/OEHFP/Injury/Pages/mvdrs.aspx>. You may also contact the MVDRS program manager for information about available data at mdh.mvdrs@maryland.org.

Requests for a public-use version of the MVDRS data file for independent analysis by data requesters require approval by the MVDRS data managers and by the Strategic Data Initiative (SDI) Team <https://health.maryland.gov/iac/Pages/sdi.aspx>. This document describes the process and timeline for making requests for data files and includes all MVDRS-required forms.

MVDRS data files are available by calendar year (January – December) beginning with 2003. Please note that a lag time of up to 16 months is allowed by the Centers for Disease Control and Prevention (CDC) for completion of this project. Upon completion, data undergo a thorough quality control procedure directed by the CDC, which takes several months. Therefore, data for January 1, 2019 through December 31, 2019 became available during the summer of 2021, and data for 2020 were not available until summer of 2022, and so on.

Due to the sensitive nature of the data, and the data suppression requirements set forth by the Centers for Disease Control and Prevention (CDC), requesters will generally be provided a public use version of the raw data file which includes only the variables specifically requested and approved. Public use data files will generally not include personally identifying information (PII) such as name, date of birth, death certificate number, medical examiner number, census tract and block, and so forth unless specifically requested and approved.

Key steps:

1. Data file requests will be acknowledged upon receipt of the completed data file request and data use agreement.
2. Data file requests will then undergo an internal review process by the MVDRS program. Additional information may be requested to clarify specifics of the data file request.

3. *Provisional approval* by the MVDRS program is typically provided within four weeks of request. This does not constitute final approval of the project; however, it does acknowledge the MVDRS' program's support of the project and willingness to submit the project to Maryland's Strategic Data Initiative (SDI) Team for final review and approval.
4. All requests for data files are reviewed by Maryland's SDI Team. Timelines and requirements for SDI review are set forth by the SDI review body. For more information about SDI, please visit <https://health.maryland.gov/iac/Pages/sdi.aspx>.
5. Only after SDI approval is granted will the request be considered fully approved, at which time the agreement will be signed by the MVDRS program and a copy of the signed agreement will be sent back to the requester along with a copy of the SDI approval letter. At that time, the MVDRS program will begin preparing the requested data file. The time required to produce the data file will vary by size of the request and by programmatic capacity.

Use the form below to submit a data file request and to sign a data use agreement (DUA). Both are required at the time of request and are pre-requisites for review.

Please note: All fields are required. Failure to provide requested information, including copies of IRB approvals, as appropriate, will result in delays. If additional space is needed, please attach additional sheets.

Q3: List the variables you would like included in the data set and explain the importance of the variables to your analysis. No explanation is required for requesting demographic variables. Single explanations for groups of variables is acceptable in some circumstances (e.g. reason for requesting toxicology findings which include multiple variables requires one explanation). If you are requesting access to personally identifying information (PII) such as medical examiner record number, census block and tract, etc., please clearly state this and provide a detailed justification of the need for PII.

Q4: Describe the primary applicant's qualifications to perform proposed analyses. Include any prior experience analyzing large and complex data files. Include names and qualifications of all additional individuals participating in this project who will be granted access to the data file.

Q5: Identify the public health benefit of the proposed analysis, including any benefit to the State of Maryland.

Q6: If a requester's project may be considered research, the requester is required to submit an approval or exemption letter from the Maryland Department of Health Institutional Review Board (IRB) in addition to an approval or exemption letter from their own IRB, if applicable. If the requester does not believe their proposed analysis could be considered research, a full explanation of the reasons why must be provided below.

Project considered research?

(Check "Yes" or "No" below and complete the section)

Yes



Select one for MDH:

MDH IRB decision received
(Attach copy of IRB approval/exemption)

MDH IRB decision pending



Select one for Requester's agency:

Requester's IRB decision received
(Attach copy of IRB approval/exemption)

Requester's IRB decision pending

Requester is part of MDH

No



Explain:

THE ADDITIONAL QUESTIONS BELOW ARE REQUIRED FOR SDI REVIEW AND THEREFORE MUST BE COMPLETED WITH THIS SUBMISSION

<p>Q7: Will the Data Partner share this MDH data with a subvendor(s), including third-party IT providers?</p>	
<p><input type="checkbox"/> Yes: List all subvendors that may access, store, use, or view MDH Data in relation to this agreement. Provide a brief description of their role.*</p> <p><i>*Please note that you must provide a copy of a Risk Assessment Report for each subvendor, and that Risk Assessment Report must be 1) A HITRUST Certification, SOC 2 Report, CSET Report, or other independent 3rd party evaluation; 2) On the subvendor's systems and environments—General reports on Google Cloud, AWS, Azure will not count; and 3) Within the last year.</i></p> <hr/> <hr/> <hr/> <hr/> <hr/>	<p><input type="checkbox"/> No (go to Q8)</p>

<p>Q8: Risk Assessment: Please select one of the options below.</p>	
<p><input type="checkbox"/> SOC-2 Report*</p> <p><input type="checkbox"/> Risk Assessment Report*</p> <p><input type="checkbox"/> HITRUST CERTIFICATION*</p> <p><input type="checkbox"/> Free Evaluation (CSET Tool)*</p> <p><input type="checkbox"/> Report is in Progress* (Estimated completion date: ___/___/___)</p> <p><input type="checkbox"/> Not applicable because the Data Partner is an MDH Unit, Government Entity (state(s), local, or federal), certified EHR or EMR, and/or Accredited University</p> <p><input type="checkbox"/> Not applicable because only aggregate data is being shared</p> <p><input type="checkbox"/> Not applicable because MDH Data is not stored on another party's system</p> <p><i>*Submit a copy of your risk assessment with this application. Applications without a risk assessment will not be reviewed. If a report is in progress, please provide an estimated completion date.</i></p>	

Q9: Where will the Data Partner (i.e. the requester) store the data? i.e. Where is the MDH Data going? Select ALL that apply.

<input type="checkbox"/> Data Partner's System	<input type="checkbox"/> Microsoft OneDrive	<input type="checkbox"/> Flash Drive
<input type="checkbox"/> Email	<input type="checkbox"/> Cloud System	<input type="checkbox"/> EHR or EMR
<input type="checkbox"/> Google Drive	<input type="checkbox"/> Data Center	<input type="checkbox"/> Laptop
<input type="checkbox"/> MDH Platform	<input type="checkbox"/> Database	<input type="checkbox"/> Hard Copies
<input type="checkbox"/> State of MD Platform	<input type="checkbox"/> Fax	<input type="checkbox"/> MD THINK

Q10: Will MDH Data on the Data Partner (i.e. the requester)'s system stay inside the US at all times?

<input type="checkbox"/> Yes (go to Q11)	<input type="checkbox"/> No: Explain: <hr/> <hr/> <hr/> <hr/> <hr/>
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Q11: Are all employees of the Data Partner (i.e. the requester) accessing MDH Data physical located inside the US?

<input type="checkbox"/> Yes (go to Q12)	<input type="checkbox"/> No: Explain: <hr/> <hr/> <hr/> <hr/> <hr/>
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Q12: Are all employees of the other party/vendor (i.e. requester) with access to PHI/PII MDH provided HIPAA training? Explain.

<input type="checkbox"/> Yes: Explain: <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>	<input type="checkbox"/> No: Explain: <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
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Maryland Violent Death Reporting System (MVDRS)

Data Use Agreement

This agreement establishes the terms and conditions under which the data requester and other analysts stated in this application can acquire and use the Maryland Violent Death Reporting System (MVDRS) data set.

1. The data requester agrees to only use the data set for the purposes described in this application.
2. The data requester agrees to only share, publish, or otherwise release any findings or conclusions derived from analysis of the MVDRS data set through the specific reports and publications described in the recipient's application **and** with prior review and comment by the MVDRS program prior to release of data.
3. The data recipient has the qualifications necessary to analyze large and complex public health data sets. The data recipient agrees to consult the MVDRS program with any data use or analysis questions.
4. The data recipient agrees to work collaboratively with the MVDRS program to understand and adhere to MVDRS data analysis and data suppression requirements, which prohibit any sharing or publication of data about populations and population sub-groups with fewer than 11 decedents represented in the data file.
5. The data requester has obtained Institutional Review Board (IRB) approval or exemption for research involving deceased subjects from the Maryland Department of Health (MDH) IRB and any additional affiliated IRBs as applicable.
6. The Maryland VDRS program will request SDI approval for this project on behalf of the requester.
7. The data requester agrees to use appropriate administrative, physical, and technical safeguards to prevent use or disclosure of the data set other than as provided for by this agreement.
8. The data requester agrees to only share the data set with the analyst(s) named in this application. If additional analysts will be added to the project, the data requester agrees to notify the MVDRS Program in writing within 5 days. The data requester agrees not to release data to any other third party without prior written approval from the MVDRS program.
9. The data requester agrees to include the following disclaimer on any reports or publications, if applicable: *This publication utilizes data provided by the Maryland Department of Health, Maryland Violent Death Reporting System (MVDRS); collected under guidance of the Centers for Disease Control and Prevention under cooperative agreement number [INSERT COOPERATIVE AGREEMENT NUMBER(S) HERE]; and analyzed by [INSERT NAME OR ORGANIZATION HERE]. Its contents are solely the responsibility of the author(s) and do not necessarily represent the official views of the Maryland Department of Health or the Centers for Disease Control and Prevention.*

10. The data requester agrees to notify the MVDRS Program immediately upon having reason to know or suspect that a data breach, unauthorized data use, or confidentiality violation has occurred.
11. This data use agreement remains in effect for one calendar year from the approval date, after which time it will expire unless renewed by the MVDRS program.
12. All data shall remain the property of the Maryland Department of Health, and the data requester agrees to return the data set to the MVDRS program or provide evidence of destruction of the data set upon termination of this agreement or the end of the project.

The requester's signature below constitutes agreement with the requirements listed above in reference to use of the requested Maryland MVDRS data, as applicable. It does **not** constitute a completed agreement with the MVDRS program for release of the data, which requires both programmatic and SDI review and approval.

Signature of data requester

Date

*Section to be completed by the MVDRS program after an SDI decision has been reached. The signature below constitutes approval of the request by both the Maryland SDI program and the MVDRS program. Agreement is not executed until **all** parties sign off.*

The data requester has obtained SDI approval for this project. The SDI approval number is # _____ and approval letter is dated ____/____/_____.

Signature of MVDRS Principal Investigator

Date