

Data Use Agreement for 2011 National Survey of Prison Health Care (NSPHC) Data

DEPARTMENT OF HEALTH AND HUMAN SERVICES

Centers for Disease Control and Prevention

National Center for Health Statistics

Instructions:

Any person(s) with access to the 2011 NSPHC Dataset_final must read and complete pages 1-2. All blue text must be updated by the person requesting to access the file. Page 3 must be completed and returned to NCHS within 30 days of agreement expiration date.

Return completed Data Use Agreement to:

Michelle Oriaku in the Ambulatory and Hospital Care Statistics Branch (AHCSB) at NCHS (oxv1@cdc.gov).

Questions?

Contact: Michelle Oriaku in the AHCSB at NCHS (xv1@cdc.gov) for assistance.

The National Center for Health Statistics (NCHS) conducts statistical and epidemiological activities under the authority granted by the Public Health Service Act (42 USC 242k). The 2011 National Survey of Prison Health Care (NSPHC) was conducted under this authority. The 2011 NSPHC collected information on the capacity of state prison systems to deliver medical and mental health services, the types of services delivered and the mechanisms used to deliver these services.

This is a data use agreement between CDC/NCHS and the Requester named below regarding use of the 2011 NSPHC data.

The National Center for Health Statistics (NCHS) agrees to provide [[insert Requester's name](#)] at [[insert name of Requester's organization](#)] the **2011 NSPHC Dataset_final**, a file intended solely for the analysis of 2011 NSPHC data.

[[Insert Requester's name](#)] agrees to the following terms and conditions:

1. The 2011 NSPHC Dataset_final will be used only for purposes of statistical research.
2. The 2011 NSPHC Dataset_final will only be accessed by those who have signed a copy of this Data Use Agreement. The Requester is personally responsible for the physical security of data file. The Requester will employ measures to prevent unauthorized computer access to the file, and will describe those measures specifically in the written request for the file. A description of these measures will be submitted with this form to Michelle Oriaku in the Ambulatory and Hospital Care Statistics Branch (AHCSB) at NCHS (xv1@cdc.gov).
3. The 2011 NSPHC Dataset_final is provided to the Requester, not to his or her institution. If the Requester is working with any Co-investigators, including colleagues, graduate and undergraduate students and research assistants, those persons must also read and sign the Data Use Agreement before having access to the data file.
4. The 2011 NSPHC Dataset_final will not be copied for use beyond this project. All requests from others for this file will be referred to NCHS via Michelle Oriaku in the Ambulatory and Hospital Care Statistics Branch (AHCSB) at NCHS (oxv1@cdc.gov) for a response.
5. The 2011 NSPHC Dataset_final will remain the responsibility of the Requester. When the Requester finishes using the file, or if the Requester changes her or his place of employment, she or he will retain the file, return the file to NCHS, or destroy it. The Requester will submit a written statement to Michelle Oriaku in the AHCSB at NCHS (oxv1@cdc.gov) confirming a change in storage status of the file and will provide a certificate of destruction of the data at the termination of the Agreement (see page 3). No copy of the variables or data file will be retained.
6. The 2011 NSPHC Dataset_final can be accessed up to 1 year from the date these data are sent from NCHS. The Agreement can be extended for one year, upon written request 30 days prior to the termination of the Agreement. Otherwise, these data must be destroyed or returned to NCHS by the termination date. The Requester will provide a certificate of destruction of the data at the termination of the Agreement (see page 3).

The 2011 NSPHC are subject to several limitations. The Requester acknowledges these limitations:

1. Data were gathered at the state level; therefore, any facility-level variation in services was not captured. For example, if urban facilities within a state had different screening practices than the state's rural facilities, this was not captured in the data collected through NSPHC.
2. The inability to identify or measure the extent to which services were provided in a certain location. For example, some states responded to the questions about the location of a service as "both on-site and off-site" simply because extreme cases involving surgeries would be sent off-site, but all other care was provided on-site. States sending their prisoners off-site one-half of the time would also respond "both." In some cases, the qualitative information collected helped to distinguish between these two situations, although exact counts were not obtained or necessarily available.
3. Data collected through NSPHC do not capture how often screening tests were conducted in many cases. For example, states responding "yes" to whether they tested for hepatitis C during the admissions process might have differed in that one state tested universally during the admissions process while the other state tested only upon clinical indication. Again, in some cases, the qualitative data collected helped to distinguish between these different approaches on the part of the state Departments of Corrections.
4. It is critical to use the comments collected and contained in the qualitative dataset as they provide additional information that facilitates correct interpretation of the quantitative data. Many respondents provided additional details, caveats, or qualifying information behind the numbers they provided for a question, which must be considered when looking at the quantitative dataset. It is also important to consider item non-response when analyzing NSPHC data. States were able to answer most questions, but there was a high level of item nonresponse for questions related to contracting and staffing.

Your signature below indicates that you have read and understand the above terms and conditions of use and limitations of the 2011 NSPHC data.

Signature:

Date: _____

Name (print): _____ Signature: _____

Title: _____ Email: _____

Organization: _____

Instructions:

The below section must be completed by the CDC/NCHS/DHCS/AHCSB Program Representative.

Approval Date: _____

CDC/NCHS/DHCS/AHCSB Program Representative Name: _____

Certification of Destruction of NCHS Data Files

Instructions:

Any person(s) with access to the 2011 NSPHC Dataset_final must complete the below and return to NCHS within 30 days of agreement expiration date.

Return completed Certification of Destruction of NCHS Data Files to:

Michelle Oriaku in the Ambulatory and Hospital Care Statistics Branch (AHCSB) at NCHS (oxv1@cdc.gov).

Questions?

Contact: Michelle Oriaku in the AHCSB at NCHS (oxv1@cdc.gov) for assistance.

Data Use Agreement Expiration Date: _____

As the Requester of the **2011 NSPHC Dataset_final**, I affirm that all electronic and paper files for this agreement have been destroyed.

All derivative and back-up copies have been destroyed. Yes ___ No ___ If no, state reason below:

Date: _____

Name (print): _____ Signature: _____

Title: _____ Email: _____

Organization: _____

Instructions:

The below must be completed by the CDC/NCHS/DHCS/AHCSB Program Representative.

Upon receipt at NCHS:

I, [insert name of CDC/NCHS/DHCS/AHCSB Program Representative], certify that the file listed above includes the file provided by NCHS under the terms of this agreement.

Date: _____

CDC/NCHS/DHCS/AHCSB Program Representative Name: _____