

Master Grant Agreement for Community Health Boards

THIS MASTER GRANT AGREEMENT, and amendments and supplements thereto, is between the State of Minnesota, acting through its Minnesota Department of Health (“MDH”) and St. Paul Ramsey County Community Health Board (“Grantee”), an independent organization, not an employee of the State of Minnesota, address: 90 West Plato Blvd., Ste. 200, Saint Paul, MN 55107. Master Grant Agreement Number: 12-700-00093.

RECITALS

1. Under Minnesota Statutes [§ 144.05](#) and [§ 144.0742](#), MDH is empowered to enter into a contractual agreement for the provision of statutorily prescribed public health services;
2. MDH and Grantee anticipate entering into project agreements with respect to one or more individual grant projects.
3. MDH and Grantee wish to streamline the project agreements for individual grant projects by incorporating by reference the provisions of this Master Grant Agreement.

NOW, THEREFORE, it is agreed:

1. TIME

1.1. Effective Date. This Master Grant Agreement shall be effective on January 1, 2025, or the date MDH obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later. **Grantee must not begin work until MDH’s Authorized Representative has notified Grantee that work may commence.**

1.2 Expiration Date. December 31, 2029. MDH will enter into project agreements with Grantee for individual grant programs and responsibilities within this aforementioned time frame. The expiration of this master grant agreement is not subject to appeal.

1.3 Survival of Terms. The following clauses survive the expiration or cancellation of this master grant agreement: Liability, Financial Examinations, Government Data Practices and Tax Compliance Verification, Ownership of Materials and Intellectual Property Rights, and Governing Law, Jurisdiction and Venue.

1.4 Conflict of Terminology: If any term, condition, or provision of this Master Grant Agreement is contradictory to or in conflict with any similar term, condition, or provision of a project grant agreement, then the term, condition, or provision of the project grant agreement shall take precedent and control.

2. **GRANT REQUIREMENTS.** Requirements of receiving grant funds may include but are not limited to: financial reconciliations of payments to Grantee, site visits of Grantee, programmatic monitoring of work performed by Grantee and program evaluation. Grantee will not be paid for work that MDH deems unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

3. **TRAVEL EXPENSES.** Grantee will be reimbursed for mileage at the current IRS rate in effect at the time the travel occurred; meals and lodging expenses will be reimbursed in the same manner and in no greater amount than provided in the current [“Commissioner’s Plan”](#) promulgated by the Commissioner of Minnesota Management and Budget (“MMB”); or, at the Grantee’s established rate (for all travel related costs), whichever is lower, at the time travel occurred. Grantee will not be reimbursed for travel and

subsistence expenses incurred outside Minnesota unless Grantee has received MDH's prior written approval for out-of-state travel. Minnesota will be considered the home state for determining whether travel is out-of-state.

4. **CONTRACTING AND BIDDING REQUIREMENTS.** A grantee that is a municipality, as defined in [Minn. Stat. § 471.345](#), subd. 1, is subject to the contracting requirements set forth under [Minn. Stat. § 471.345](#). Projects that involve construction work are subject to the applicable prevailing wage laws, including those under [Minn. Stat. § 177.41](#), et. seq.

5. TERMINATION

5.1 Termination by MDH or Grantee. MDH or Grantee may terminate this Master Grant Agreement at any time, with or without cause, upon 21 calendar days written notice (i.e., by mail, email, or both) to the other party.

5.2 Termination for Cause. MDH may immediately terminate this Master Grant Agreement if MDH finds there has been a failure to comply with the provisions of the Master Grant Agreement. MDH may take action to protect the interest of the State of Minnesota.

5.3 Effect of Termination. If either Grantee or MDH exercises its respective right to terminate this Master Grant Agreement, with or without cause, or if this Master Grant Agreement is otherwise terminated, any individual project grant agreement which incorporates the terms and conditions of this Master Grant Agreement shall also be terminated as of the date Master Grant Agreement terminates.

6. ASSIGNMENT, AMENDMENTS, WAIVER, AND MASTER GRANT AGREEMENT COMPLETE

6.1 Assignment. Grantee shall neither assign nor transfer any rights or obligations under this Master Grant Agreement.

6.2 Amendment. If there are any amendments to this Master Grant Agreement, they must be in writing. Amendments will not be effective until they have been executed and approved by MDH and Grantee.

6.3 Waiver. If MDH fails to enforce any provision of this Master Grant Agreement, that failure does not waive the provision or MDH's right to enforce it.

6.4 Master Grant Agreement Complete. This Master Grant Agreement, and any incorporated exhibits, contains all the negotiations and agreements between MDH and Grantee. No other understanding regarding this Master Grant Agreement, whether written or oral, may be used to bind either party.

7. **LIABILITY.** Each party shall be responsible for its own acts and behaviors and the results thereof. The liability of Grantee is governed by [Minn. Stat. ch. 466](#) and other applicable laws. The Minnesota Tort Claims Act, [Minn. Stat. § 3.736](#), and other applicable laws govern MDH'S liability.

8. **FINANCIAL EXAMINATIONS.** The relevant books, records, documents, and accounting procedures and practices of Grantee and any entity with which Grantee has engaged in carrying out the purpose of individual grant project agreements are subject to examination under [Minn. Stat. § 16B.98](#), subd. 8. Examinations may be conducted by MDH, the Minnesota Commissioner of Administration, and the Minnesota State Auditor, or and the Minnesota Legislative Auditor, as appropriate, for a minimum of six years from the end of the individual grant project agreements, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

9. GOVERNMENT DATA PRACTICES AND DATA SHARING

9.1 Government Data Practices. Grantee, and any other entity that the Grantee has contracted with to fulfill the purpose of this Master Grant Agreement, must comply with the Minnesota Government Data

Practices Act, [Minn. Stat. ch. 13](#), as it applies to all data provided by MDH under individual grant project agreements, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Grantee under this grant agreement pursuant to [Minn. Stat. § 13.05](#), subd. 11(a). The civil remedies of [Minn. Stat. § 13.08](#) apply to the release of the data referred to in this clause by either Grantee or MDH. If Grantee receives a request to release the data referred to in this clause, Grantee must immediately notify MDH. MDH will give Grantee instructions concerning the release of the data to the requesting party before any data is released. Grantee's response to the request must comply with the applicable law.

9.2 Data Sharing. Grantee agrees to abide by the requirements set out in Exhibit A, "Data Sharing Agreement," and its Attachment A, "Data Elements and Specifications," which is attached and incorporated into this master grant agreement and may be amended in writing from time to time by the mutual assent of the parties.

10. TAX COMPLIANCE VERIFICATION. Pursuant to [Minn. Stat. § 270C.65](#), subd. 3, and all other applicable laws, Grantee consents to disclosure of its Social Security Number (SSN), Individual Tax Identification Number (ITIN), Employer Identification Number (EIN), and Minnesota Tax Identification Number (TIN), all of which have already been provided to MDH, federal and state tax agencies, and state personnel involved in the payment of state obligations. As may be applicable, these identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file tax returns and pay delinquent tax liabilities, if any, or pay other state liabilities.

11. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

11.1 Ownership of Materials. "Materials" is defined as any inventions, reports, studies, designs, drawings, specifications, notes, documents, software, computer-based training modules, and other recorded materials in whatever form. Grantee shall own all rights, title, and interest in all of the materials conceived, created, or otherwise arising out of the performance of individual grant agreements by it, its employees, or subgrantees, either individually or jointly with others.

Grantee hereby grants to MDH a perpetual, irrevocable, no-fee license and right to reproduce, modify, distribute, perform, make, have made, and otherwise use the Materials for any and all purposes, in all forms and manners that MDH, in its sole discretion, deems appropriate. Grantee shall, upon the request of MDH, execute all papers and perform all other acts necessary to document and secure this right and license to the Materials by MDH. At the request of MDH, Grantee shall permit MDH to inspect the original Materials and provide a copy of any of the Materials to MDH, without cost, for use by MDH in any manner MDH, in its sole discretion, deems appropriate.

11.2 Intellectual Property Rights. Grantee represents and warrants that Materials produced or used under individual grant project agreements do not and will not infringe upon any intellectual property rights of another including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. Grantee shall indemnify and defend MDH, at Grantee's expense, from any action or claim brought against MDH to the extent that it is based on a claim that all or parts of the materials infringe upon the intellectual property rights of another. Grantee shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to, reasonable attorney fees arising out of individual grant project agreements, amendments and supplements thereto, which are attributable to such claims or actions. If such a claim or action arises or in Grantee's or MDH's opinion is likely to arise, Grantee shall at MDH's discretion either procure for MDH the right or license to continue using the materials at issue or replace or modify the allegedly infringing materials. This remedy shall be in addition to and shall not be exclusive of other remedies provided by law.

- 12. WORKERS' COMPENSATION.** Grantee certifies that it is in compliance with [Minn. Stat. § 176.181](#), subd. 2, which pertains to workers' compensation insurance coverage. Grantee's employees and agents, and any contractor hired by Grantee to perform the work required by individual grant project agreements and its employees, will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees, and any claims made by any third party as a consequence of any act or omission on the part of these employees, are in no way MDH's obligation or responsibility.
- 13. GOVERNING LAW, JURISDICTION, AND VENUE.** This Master Grant Agreement and individual grant project agreements, amendments and supplements shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this Master Grant Agreement or individual grant project agreements, or for breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
- 14. CLERICAL ERROR.** Notwithstanding Clause "Assignment, Amendments, Waiver, and Grant Agreement Complete" of Master Grant Agreement, MDH reserves the right to unilaterally fix clerical errors, defined as misspellings, minor grammatical or typographical mistakes or omissions, that do not have a substantive impact on the terms of the Master Grant Agreement without executing an amendment. MDH must inform Grantee of clerical errors that have been fixed pursuant to this paragraph within a reasonable period of time.
- 15. LOBBYING**
- 15.1** Grantee must ensure that individual grant project agreement funds are not used for lobbying, which includes paying or compensating any person for influencing or attempting to influence legislators or other public officials on behalf or against proposed legislation, in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 15.2** In accordance with the provisions of [31 USC § 1352](#), if Grantee uses any funds other than federal funds from MDH to conduct any of the aforementioned activities, Grantee must complete and submit to MDH the disclosure form specified by MDH. Further, Grantee must include the language of this section in all contracts and subcontracts, and all contractors and subcontractors must comply accordingly.
- 15.3** Providing education about the importance of policies as a public health strategy, however, is allowed. Education includes providing facts, assessment of data, reports, program descriptions, and information about budget issues and population impacts, but stopping short of making a recommendation on a specific piece of legislation. Education may be provided to legislators, public policy makers, other decision makers, specific stakeholders, and the general community.
- 15.4** By signing this Master Grant Agreement, Grantee certifies that it will not use any funds received from MDH to employ, contract with, or otherwise coordinate the efforts of a lobbyist, as defined in [Minn. Stat. § 10A.01](#), subd. 21. This requirement also applies to any subcontractors or subgrantees that Grantee may engage for any activities pertinent to individual grant project agreements.
- 16. VOTER REGISTRATION REQUIREMENT**
- Grantee will comply with [Minn. Stat. § 201.162](#) by providing voter registration services for its employees and for the public served by Grantee.

17. OTHER PROVISIONS

17.1 Debarment, Suspension and Responsibility Certification

Federal Regulation [45 CFR 92.35](#) prohibits MDH from purchasing goods or services with federal money from parties who have been suspended or debarred by the federal government. Similarly, [Minn. Stat. §§ 16C.03](#), subd. 2, and [16B.97](#), subd. 3, provides the Commissioner of Administration with the authority to debar and suspend any party that seeks to contract with MDH.

Anyone may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner. In particular, the federal government expects MDH to have a process in place for determining whether a vendor has been suspended or debarred, and to prevent such vendors from receiving federal funds.

By signing this Master Grant Agreement, Grantee certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local government department or agency;
2. Have not within a three-year period preceding this grant agreement: a) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; b) violated any federal or state antitrust statutes; or c) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity for: a) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction; b) violating any federal or state antitrust statutes; or c) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
4. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this grant agreement are in violation of any of the certifications set forth above.

17.2 Audit Requirements

17.2.1 If the Grantee expends total federal assistance of \$1,000,000 or more per year, the Grantee agrees to: a) obtain either a single audit or a program-specific audit made for the fiscal year in accordance with the terms of the Single Audit Act of 1984, as amended ([31 U.S. Code Chapter 75](#)) and [2 CFR § 200](#); and, b) to comply with the Single Audit Act of 1984, as amended ([31 U.S. Code Chapter 75](#)) and [2 CFR § 200](#).

Audits shall be made annually unless the Grantee is a state or local government that has, by January 1, 1987, a constitutional or statutory requirement for less frequent audits. For those governments, the federal cognizant agency shall permit biennial audits, covering both years, if the government so requests. It shall also honor requests for biennial audits by state or local governments that have an administrative policy calling for audits less frequent than annual, but only audits prior to 1987 or administrative policies in place prior to January 1, 1987.

17.2.2 The audit shall be made by an independent auditor. An independent auditor is a state or local government auditor or a public accountant who meets the independence standards specified in the General Accounting Office's "Standards for Audit of Governmental Organizations, Programs, Activities, and Functions."

17.2.3 The audit report shall state that the audit was performed in accordance with the provisions of [2 CFR § 200](#).

The reporting requirements for audit reports shall be in accordance with the American Institute of Certified Public Accountants' (AICPA) audit guide, "Audits of State and Local Governmental Units," issued in 1986. The Federal Government has approved the use of the audit guide.

In addition to the audit report, the Grantee shall provide comments on the findings and recommendations in the report, including a plan for corrective action taken or planned and comments on the status of corrective action taken on prior findings. If corrective action is not necessary, a statement describing the reason it is not should accompany the audit report.

17.2.4 The Grantee agrees that the grantor, the Legislative Auditor, the State Auditor, and any independent auditor designated by the grantor shall have such access to Grantee's records and financial statements as may be necessary for the grantor to comply with the Single Audit Act Amendments of 1984, as amended ([31 U.S. Code Chapter 75](#)) and [2 CFR § 200](#).

17.2.5 Grantees of federal financial assistance from subrecipients are also required to comply with the Single Audit Act Amendments of 1984, as amended ([31 U.S. Code Chapter 75](#)) and [2 CFR § 200](#).

17.2.6 The Statement of Expenditures form can be used for the schedule of federal assistance.

17.2.7 The Grantee agrees to retain documentation to support the schedule of federal assistance for at least four years.

17.2.8 Grantee agrees to file required audit reports within nine months of Grantee's fiscal year end. Recipients of more than \$1,000,000 in federal funds are required under [2 CFR § 200](#) to submit one copy of the audit report within 30 days after issuance to the Federal Audit Clearinghouse at the following address: www.fac.gov.

17.3 Drug Free Workplace. Grantee agrees to comply with the Drug-Free Workplace Act of 1988, as implemented at [34 CFR Part 85, Subpart F](#).

17.4 Equal Employment Opportunity. Grantee agrees to comply with the Executive Order 11246 "Equal Employment Opportunity" as amended by Executive Order 11375 and supplemented by regulations at [41 CFR Part 60](#).

17.5 Cost Principles. Grantee agrees to comply with the provisions of [2 CFR § 200](#), commonly referred to as the Uniform Guidance, regarding cost principles for administration of individual grant project agreements.

17.6 Rights to Inventions – Experimental, Developmental or Research Work. Grantee agrees to comply with [37 CFR, Part 401](#), "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and any implementing regulations issued by the awarding agency.

17.7 Clean Air Act. Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act as amended (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

17.8 No Conflict of Interest. Grantee will notify MDH when they become aware of any actual, potential, or perceived conflicts of interest as it related to this Master Grant Agreement or individual grant project agreements.

17.9 Telecommunications Certification. By signing this Master Grant Agreement, Grantee certifies that, consistent with [2 CFR § 200.216](#), and Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, [Pub. L. 115-232](#) (Aug. 13, 2018), Grantee will not use any funding covered by

individual grant project agreements to procure, obtain, or to extend or renew a contract to procure or obtain “covered telecommunications equipment or services” (as defined in Section 889 of the Act). Grantee will include this certification as a flow down clause in any contracts related to individual grant project agreements.

18. MANDATORY DISCLOSURES

An applicant, recipient, or subrecipient of funding under an individual grant project agreement must promptly disclose whenever, in connection with the individual grant project agreement (including any activities or subawards thereunder), it has credible evidence of the commission of a violation of criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or [Minnesota Statutes, chapter 609](#), or a violation of the civil False Claims Act ([31 U.S.C. 3729–3733](#)) or [Minn. Stat. § 609.465](#) (prohibiting the presentation of false claims to a public officer or body). The disclosure must be made in writing to the Federal agency (if applicable), the Federal agency’s Office of Inspector General (if applicable), and MDH. Applicants, recipients, and subrecipients are also required to report matters related to recipient integrity and performance in accordance with [Appendix XII of 2 CFR § 200](#). Failure to make required disclosures can result in any of the remedies described in [2 CFR § 200.339](#). (See also [2 CFR part 180](#), [31 U.S.C. 3321](#), and [41 U.S.C. 2313](#).)

19. WHISTLEBLOWER PROTECTIONS

An employee of a recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a representative of MDH or a person or body described in [paragraph \(a\)\(2\) of 41 U.S.C. 4712](#) information that the employee reasonably believes is evidence of gross mismanagement of a Federal or state contract or grant, a gross waste of Federal or state funds, an abuse of authority relating to a Federal or state contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal or state contract (including the competition for or negotiation of a contract) or grant. The recipient and subrecipient must inform their employees in writing of employee whistleblower rights and protections under [41 U.S.C. 4712](#) and [Minn. Stat. §§ 15C.145](#) and [181.932](#)-935. See statutory requirements for whistleblower protections at [10 U.S.C. 4701](#), [41 U.S.C. 4712](#), [41 U.S.C. 4304](#), and [10 U.S.C. 4310](#).

20. AUTHORIZED REPRESENTATIVES

20.1 MDH’s Authorized Representative. The MDH’S Authorized Representative for purposes of administering this Master Grant Agreement is DeeAnn Finley, Planning Director State, Community Health Division, PO Box 64975, St. Paul, MN 55164, (651) 201-4551, deeann.finley@state.mn.us or their successor.

20.2 Grantee’s Authorized Representative. Grantee’s Authorized Representative is Diane Holmgren, Interim CHS Administrator, 90 West Plato Blvd., Ste. 200, Saint Paul, MN 55107, 651-266-1221, diane.holmgren@co.ramsey.mn.us, or their successor. Grantee’s Authorized Representative has full authority to represent Grantee in fulfillment of the terms, conditions, and requirements of this Master Grant Agreement. If Grantee selects a new Authorized Representative, Grantee must immediately notify MDH’s Authorized Representative in writing (i.e., email, mail).

IN WITNESS WHEREOF, the parties have caused this master grant agreement to be duly executed intending to be bound thereby.

APPROVED:

1. GRANTEE:

GRANTEE certifies that the appropriate person(s) have executed this Master Grant Agreement on behalf of the Grantee as required by applicable articles, by-laws, resolutions, or ordinances.

By (authorized signature)
Title:
Date:

By (authorized signature)
Title:
Date:

By (authorized signature)
Title:
Date:

By (authorized signature)
Title:
Date:

2. STATE AGENCY:

Master Grant Agreement approval as required by Minnesota Statutes §§16A.15 and 16C.05.

By (authorized signature)
Title:
Date:

Exhibit A

COMMUNITY HEALTH BOARD DATA SHARING AGREEMENT

This Data Sharing Agreement is between the Minnesota Department of Health (“MDH”) and St. Paul Ramsey County Community Health Board, referred to hereinafter as the “Grantee.” This data sharing agreement is **limited to the data described in this agreement.**

Description of data

The MDH will provide preliminary vital event data in a weekly (or at an agreed upon statewide frequency) birth data file to Grantee that includes data from vital records for in-state vital events. Upon request, the MDH will provide preliminary vital event data in birth, and death data files to Grantee that include data from Minnesota vital records or out-of-state vital events for Minnesota residents or both. The files contain public data, confidential data, private health data, and data from out-of-state birth and death records.

On an annual basis, upon request, the MDH will release final birth and death data files to Grantee that include data from vital records for both-in-state vital events and out-of-state vital events for Minnesota residents and occurrences. These files contain public data, confidential data, private health data, and data for out-of-state birth and death records.

Data available for out-of-state births and deaths to Minnesota residents is limited to the data elements shared by the sending jurisdiction. The MDH will provide data from out-of-state birth and death records to Grantee to the extent that the data is available.

Minnesota Statutes, sections 144.215 and 144.221, authorize MDH to collect information on birth and death events occurring within Minnesota. Pursuant to Minnesota Statutes, section 144.225, certain birth record data is not public and death record data is public.

Minnesota Statutes, Section 144.225 authorizes MDH to disclose nonpublic data from Minnesota birth records, including the name and address of a mother and the child's date of birth to the county social services, tribal health department, or public health member of a family services collaborative for purposes of providing services under a family services or community based collaborative (as defined by Minnesota Statutes Section 124D.23); and health data associated with birth registration which identifies a mother or child at high risk for serious disease, disability, or developmental delay to assure access to appropriate health, social, or educational services to a tribal health department or community health board (as defined in section 145A.02, subdivision 5).

The MDH receives out-of-state birth and death record data on Minnesota residents pursuant to the National Association for Public Health Statistics and Information Systems (NAPHSIS) Inter-Jurisdictional Data Exchange (IJE) Agreement for 2021-2025 and other future agreements to follow. The IJE classifies individually identifiable data as confidential and authorizes data sharing with local public health agencies for certain purposes. Before any data sharing occurs, MDH and

local agencies must enter into a written agreement with specific terms and restrictions on data handling, storage, and use.

Upon execution of this agreement, MDH shall provide Grantee with the weekly birth and death data for the years 2025-2029. In addition, MDH shall provide Grantee with the 2025-2028 final data sets annually. MDH shall provide Grantee with all data sets, as outlined in **Attachment A**.

The MDH shall fulfill customized data requests as needed, providing reports that will contain a de-identified dataset. If further analyses are needed, the requester and MDH shall meet to discuss feasibility and scope. The MDH shall proceed with providing the information if both parties reach an agreement. Customized data requests can be made to:

HEALTH.HealthStats@state.mn.us.

Data not included

This agreement only pertains to data described in Attachment A of this exhibit. It does not include:

- Fetal Death Record data for Minnesota and out-of-state fetal death events.
- Data from records of marriage and/or divorce.
- Data from records of induced termination of pregnancy (ITOP).
- Data from the Minnesota Father's Adoption Registry.
- Data from out-of-state birth and death records that is not part of a Minnesota vital record dataset for the same event.

At this time, any data from MDH not referenced in Attachment A is outside the scope of this agreement.

Use of data

CHBs have a need to enhance their capacity to support data, epidemiology assessment and planning efforts. Additionally, CHBs/LHDs need access to vital records birth and death data (excluding fetal death) to address the multifaceted health, developmental, educational, and family-related needs of children and youth, and provide follow-up care and services.

Areas of data support include collecting, securely storing, analyzing, summarizing data, and using data for decision-making across public health areas of responsibility. Birth and death records are vital in public health decision-making efforts and Grantee will use vital records data and vital statistics to assist in better understanding natality and mortality trends for their respective county. Examples of this work may include comprehensive analysis of key rates, life expectancy, and access to prenatal care, the development of reports and dashboard, and coaching on how to interpret vital statistics data.

Local public health agencies will use statewide data for various analyses, that may differ from the methods and purposes mentioned above, tailored to their specific needs, primarily focusing on statewide trends, and conducting linkages.

Grantee will use vital records birth data to address the multifaceted health, developmental, educational, and family-related needs of children and youth, and provide follow-up care and services. In addition, the data will support the implementation of a comprehensive planning process involving all community sectors, facilitating the identification of local needs and the evaluation of existing programs. Furthermore, it will aid in integrating service funding sources to optimize access for children and families, coordinating services to streamline procedures, prioritizing family-centered approaches, and identifying and addressing institutional barriers to service coordination.

Grantee is not conducting any health-related research activities that would require an approval by an Institutional Review Board (IRB). If Grantee wishes to conduct any health-related research activities using any data provided to Grantee by MDH pursuant to this agreement, Grantee must first get approval from MDH's Institutional Review Board (IRB).

Authorities

Data used for purposes other than the purposes described in this agreement or data not included in this agreement must first be authorized in writing by the MDH and jurisdiction of occurrence. In addition, Grantee's use of the data must comply with the Local Public Health Act (Minnesota Statutes, Chapter 145A), the Minnesota Government Data Practices Act (Minnesota Statutes, Chapter 13), the IJE agreement, and all other applicable laws, regulations, and agreements. To the extent that any data are classified as not public, as defined in Minnesota Statutes, section 13.02, subdivision 8a, MDH is authorized to share data with Grantee under this Agreement to:

- Conduct studies and investigations, collect, and analyze health and vital data, and identify and describe health problems under Minnesota Statutes, section 144.05;
- Coordinate and integrate local, state, and federal programs and services affecting the public's health under Minnesota Statutes, section 144.05;
- Continually assess and evaluate the effectiveness and efficiency of health service systems and public health programming efforts in the state, under Minnesota Statutes, section 144.05;
- Perform health research that requires access to confidential and private birth data, pursuant to Minnesota Statutes, section 144.225, subdivision 4;
- Enter into contractual agreements with any public entity for the provision of statutorily prescribed public health services under Minnesota Statutes, section 144.0742;
- Waive the fee under Minnesota Statutes, Rule 4601.0400 for a birth or death data report used for the purposes stated in this agreement.

Specific Restrictions of Use of Out-of-State Data

MDH receives out-of-state vital event data for Minnesota residents from the jurisdictions of occurrence. These birth and death data are received by MDH and designated as confidential under the NAPHSIS IJE Agreement for 2021-2025 and other future agreements to follow. Pursuant

to the IJE agreement, MDH is permitted to re-release these data to local public health agencies for the support of public health programs or for Health Research.

MDH will re-release data files received under the IJE agreement to Grantee, subject to the following terms and conditions:

- The data received can be used by Grantee for statistical analysis provided that no personally identifiable information is released by Grantee.
- The data received cannot be used by Grantee for any purpose other than Health Research unless Grantee defines specifically how that data will be used and the MDH approves of its use. Health Research, for purposes of this section, means 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.
- Any Health Research done by Grantee with the out-of-state data must be approved by the Minnesota Department of Health's Institutional Review Board (IRB).
- Vital event data received for Health Research is deemed confidential and personally identifiable information may not be released by Grantee. Specific procedures for responding to external data requests are described in the Government Data Practices section, below. Out-of-state data may only be shared or published (i.e., research findings) in an aggregate, de-identified form.
- The data files received by Grantee must be stored and transferred on a secure network.
- The data files received by Grantee must be destroyed according to MDH's record retention and confidential records destruction policies.
- Grantee is prohibited from releasing or re-releasing individual level out-of-state data provided by MDH. Use of out-of-state data will only be shared or published in aggregate form.
- Grantee is prohibited from doing any follow-back or follow-up investigations.
- MDH will determine and define the destination path of the files.
- Grantee must notify MDH within 24 hours of discovery of any security breach of data received under this agreement.

Method of data access or transfer

MDH will generate and transfer the birth and death data files securely using an efficient mechanism that is agreeable to both the MDH and data recipient. The transfer method and frequency is subject to change as technology advances and MDH modernizes its data exchange processes.

Data privacy and security

Storing the birth and death data file or files generated from this data on a personal computer is prohibited. The data file and files generated from this data must be stored on the Grantee's secured server to ensure data integrity and confidentiality. If there are changes to the data security protocol or a data security incident, the Grantee will report this immediately to the MDH's Institutional Review Board (IRB) and MDH.

Destruction of data

Grantee shall permanently delete record level data files but may retain any summary data generated from them or summary data provided by MDH. This shall be done within five years of receiving each record level file, including out-of-state data. Electronic and paper hard copies that contain record-level data from the original files must be permanently deleted or shredded and disposed of by a professional, licensed document disposal company. Grantee shall certify to the MDH Authorized Representative the fact and date of destruction of all record level data.

Government Data Practices

Grantee and MDH must comply with the Minnesota Government Data Practices Act and all other applicable laws and regulations as they apply to all data provided by MDH under this Agreement. The civil remedies of Minn. Stat. § 13.08, "Civil Remedies" apply to Grantee and MDH.

If Grantee receives a request to release the data provided by MDH under this Agreement, Grantee must immediately notify MDH. MDH will give Grantee instructions concerning the release of data of the requesting party before the data are released. MDH's response to the request must comply with the applicable law.

Attachment A: Data Elements and Specifications

Birth Data Elements:

Record Type: Instate/Out-of-state

State file number

Record designated as public

Date filed

Child's full name

Child's date of birth

Child's sex

Birth facility (name, id, country, state, city, address, zip code)

Place of birth type

Parents' full name (includes mother's full maiden name)

Parents' date/time of birth

Parents' age

Parents' birthplace

Parents' address

Parents' education

Parents' race/ethnicity

All geographical variables

Attendant's name, title, address

Child's medical information

- Infant transferred to facility, birth weight, gestational age, apgar score, infant breastfed, hepatitis B/immune globulin vaccine, plurality, birth order, infant alive at time of filing/disposition
- Abnormal conditions
- Congenital anomalies

Mother's medical information

- Mother transferred for maternal medical or fetal indications for delivery, WIC received, drug use, principal source of payment, cigarette use, marital status
- Risk factors
- Characteristics of labor
- Infection present/treated
- Onset of labor
- Method of delivery
- Prenatal information (includes height, weight, date of last menses)
- Prenatal obstetric procedures

- Previous pregnancy (includes live births and outcomes) information
- Maternal morbidity

Death Data Elements:

State file number

Date filed

Decedent's full name

Decedent's maiden name

Decedent's sex

Decedent's age

Decedent's date/time of death

Decedent's date of birth

Decedent's place of birth

Decedent's occupation

Decedent's industry

Decedent's residence address

Decedent's place of death (facility, country, state, city, county, zip code)

Decedent's race/ethnicity

Decedent's marital status

Decedent's education

Decedent's veteran status

Decedent's cause and manner of death

Injury information

ICD-10 and race/ethnicity codes

Tobacco contributed to death

Autopsy Results

Disposition

Medical certifier's name, license number, title, address

Spouse/parents/informants information

Funeral directors name

Funeral home information

All geographical variables