

**STATE OF MINNESOTA
MEMORANDUM OF UNDERSTANDING
BETWEEN RAMSEY COUNTY AND
THE STATE OF MINNESOTA
FOR PARTICIPATION IN ECLDS**

This Memorandum of Understanding (MOU) is entered into by the State of Minnesota on behalf of its Department of Education (MDE) and Ramsey County, a political subdivision of the State of Minnesota, on behalf of Saint Paul-Ramsey County Public Health (SPRCPH) to outline participation in the Minnesota Early Childhood Longitudinal Data System (ECLDS). ECLDS was developed to help its partner agencies and others within the state answer questions about the practices, services, and policies for Minnesota's young children. The ECLDS is primarily populated with education, health, human services, Head Start, and higher education data collected from the partner state agencies MDE, the Minnesota Department of Health (MDH), the Minnesota Department of Human Services (DHS), and the Minnesota Office of Higher Education (OHE). Minnesota IT Services (MN.IT) is the state agency responsible for providing information technology services, management, and security to Minnesota state agencies, and performs technology services for development and implementation of the ECLDS.

This MOU outlines responsibilities of both SPRCPH and MDE in response to SPRCPH's participation in ECLDS.

1. Parties

- A. SPRCPH provides a range of services to protect and improve the health of people and the environment in Ramsey County. Through federal and state mandates, the department works to: prevent the spread of disease, protect against environmental hazards, prevent injuries, promote and encourage healthy behaviors, plan and respond to health emergencies, and ensure the quality and accessibility of health services. SPRCPH is a local public health department in Minnesota, serving Saint Paul and all other cities in Ramsey County. It is guided by the provisions of chapters 145 and 145A, and other related local public health provisions under state and federal law. Upon submission of SPRCPH Family Home Visiting data for use in ECLDS, SPRCPH became a contributing county agency in ECLDS.
- B. MDE is the state agency charged with adopting goals for and exercising general supervision over public schools and public educational agencies in the state. The agency is responsible for carrying out the provisions of chapters 120A to 129C and other related education provisions under state and federal law. MDE is the state agency authorized to receive and maintain educational data from local educational agencies (LEAs) and programs pursuant to federal and state statutes, rules, and regulations, including but not limited to, Minnesota Statutes Chapter 125B.07. MDE oversees various early learning services pursuant to state and federal laws. MDE, in partnership with DHS and MDH, initiated building the ECLDS in 2012, with MDE as the administrative agency. MDE

facilitates ECLDS governance, including the Governing Body and the Research and Data Committee, that includes representatives from MDE, MDH, and DHS (collectively, the Partner Agencies) and provides additional oversight and direction for ECLDS activities. SPRCPH, as a data partner, is also represented in ECLDS governance. MDE is the lead agency for ECLDS administration through an interagency agreement with OHE for staffing and administration of ECLDS. OHE also provides state funding for operations and maintenance of ECLDS.

2. Purpose of Agreement

- A. The ECLDS is part of Minnesota's P20W system, integrating data across multiple state agencies to inform policies and practices on behalf of Minnesotans. The ECLDS enhances the State's ability to use data from across programs and agencies to answer broad and meaningful questions regarding outcomes for Minnesota's young children and guide and evaluate collective state program activities. In Minnesota, early childhood services are coordinated across multiple state agencies, including MDH, MDE, and DHS. The ECLDS creates a linkable data repository to identify, organize, and analyze early learning data and allow for public summary reports to be created from data reported by multiple sources. It also creates data analytic tools for early childhood research and evaluation to provide timely and relevant information for policy and practice. All data are de-identified.
- B. This MOU establishes responsibilities and expectations of both SPRCPH and MDE to support its partnership in ECLDS. SPRCPH Family Home Visiting data is gathered through an electronic health record, and includes basic family information as well as visit documentation. SPRCPH has determined that providing MDE with access to private and confidential data and analyzing it in combination with variables from the partnering state agencies will promote quality insights into public health factors that affect children's readiness to learn, grow, and thrive. Resulting analysis will be shared through aggregated public-facing reports available through the ECLDS website.

3. Scope

- A. **SPRCPH responsibilities.** As a contributing county agency, SPRCPH will:
 - To the extent permitted by applicable federal and state laws relating to privacy and security of data, provide Family Home Visiting data to MDE;
 - Use secure file transfer protocols and processes when transmitting data to MDE;
 - Receive signed written consent from each participant for whom data is shared with MDE for the purposes of this agreement;
 - Notify MDE of any limitations, restrictions, changes, or revocation of permission by an individual to use or disclose the data, to the extent that such limitations, restrictions, changes or revocation may affect the use or disclosure of the data for the ECLDS;

- Provide documentation of its consent form tracking procedures in the event the ECLDS is audited;
- Work closely with MN.IT and the Partner Agencies' staff to ensure appropriate validation of the data provided by SPRCPH;
- Provide subject matter expertise on county Family Home Visiting data when participating on the ECLDS Research and Data Committee and other related work groups that are convened to develop, implement, and maintain the ECLDS;
- Work with the Partner Agencies and the ECLDS Governing Body to identify appropriate data access and use protocols that protect individual privacy, including development of training, reference materials, and procedures whose scope includes data privacy and security measures that conform to federal and state privacy laws governing SPRCPH;
- Work with the Partner Agencies and the ECLDS Governing Body to support the creation of Summary Data, including analytic reports and a public portal that provides public data on specific trends and outcomes; and
- Meet with ECLDS representatives regularly over the course of this agreement.

B. MDE responsibilities. As the administrative entity overseeing ECLDS activities under OHE authority, MDE will:

- Provide overall administrative oversight to the ECLDS and MN.IT to assure data security and information technology support to the ECLDS and administrative support to the ECLDS Governing Body and the ECLDS Research and Data Committee;
- With the Partner Agencies, the ECLDS Research and Data Committee, and the ECLDS Governing Body, identify the broad and meaningful questions regarding outcomes for Minnesota's young children, guide and evaluate collective state program activities; and work with SPRCPH to identify specific data elements that are necessary for inclusion in the ECLDS so as to enhance the ECLDS's ability to analyze and respond to the questions;
- Assure that MN.IT works with SPRCPH program staff to ensure appropriate validation of data;
- Ensure that SPRCPH program staff have Level 1B access to raw matched or unmatched data sets only for the purposes of data validation, in accordance with the ECLDS Data Guide;
- With the Partner Agencies and the ECLDS Governing Body, identify appropriate data access and use protocols that protect individual privacy, including development of

training, reference materials, and procedures whose scope includes data privacy and security measures that conform to federal and state privacy laws governing SPRCPH;

- Assure that the data provided by SPRCPH is used only for ECLDS purposes;
- Notify SPRCPH immediately in the event that any SPRCPH data provided has been compromised, released inadvertently, or requested by a third party;
- Assure that all identifiable data on individuals provided by SPRCPH are destroyed following protocols and time frames agreed upon by the Partner Agencies and the ECLDS Governing Body;
- Assure that all non-identifiable data in the ECLDS are destroyed following protocols and time frames agreed upon by the Partner Agencies and the ECLDS Governing Body; and
- Meet with SPRCPH representatives regularly over the course of this agreement.

4. Data Practices

MDE and SPRCPH must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as it applies to all data provided by SPRCPH to MDE under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by MDE under this agreement. The civil remedies and penalties of Minnesota Statutes, section 13.08 apply to the release of the data referred to in this clause by either MDE or SPRCPH.

SPRCPH is authorized to share Family Home Visiting data with MDE for which it has received written and signed consent from families as data subjects.

SPRCPH owns all rights, title, and interest in all of the data provided by SPRCPH under this agreement, and in all individually-identifiable data created under this agreement.

5. Security Provisions

MDE must take all necessary and appropriate actions to ensure the privacy and security of not public data provided by SPRCPH, and not public data derived from such data, during the term of this agreement until the time the data is destroyed or returned to SPRCPH as provided in this agreement.

6. Consideration

The consideration for this agreement shall be limited to the parties' mutual promises stated in this agreement. No payment is required by either MDE or SPRCPH to the other.

7. Costs

There will be no funds paid out by either party under this agreement.

8. Liability

Each party will be responsible for its own acts and omissions and the results thereof.

9. Transfer

No party may assign or transfer any rights or obligations under this MOU without prior written consent of the other party.

10. Amendment

Any amendments to this MOU shall be in writing and shall be executed as an amendment to the MOU.

11. Cancellation

This MOU may be canceled by any party at any time, with or without cause, upon thirty (30) days written notice to the other parties. Each party specifically reserves the right to immediately cancel this MOU should a party, in its sole discretion, determine that private or confidential student information has been released in a manner inconsistent with this MOU or has not been maintained in a secure manner. Upon cancellation, MDE will assure that all data and all back-ups of the data with any individually-identifiable data are destroyed.

12. Authorized Representatives

- A. SPRCPH Authorized Representative for Family Home Visiting data is Kathy Filbert, Family Health Division Manager, Saint Paul – Ramsey County Public Health, 555 Cedar St, Saint Paul, MN 55101, 651-266-1840, kathy.filbert@co.ramsey.mn.us, or her successor.
- B. MDE Authorized Representative is Jennifer Verbrugge, Early Childhood Data Policy Coordinator, Early Learning Services, Minnesota Department of Education, 1500 Highway 36 West, Roseville, MN 55113, 651-582-8356, jennifer.verbrugge@state.mn.us, or her successor.

13. Effective Dates

The terms of this MOU shall take effect upon signature of both parties and will remain in effect until December 31, 2024.

The parties have caused this MOU to be duly executed, intending to be bound by it.

Signatures to follow on next page.

14. Signatures

Ramsey County

County Manager

Date

Director of Public Health

Date

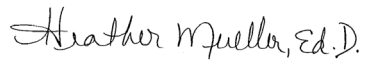


Assistant County Attorney

3/11/2021

Date

Minnesota Department of Education



March 10, 2021

Heather Mueller, Ed.D
Deputy Commissioner

Date