

INTER-JURISDICTIONAL DATA EXCHANGE AGREEMENT FOR 2021-2025

I. General

By signing this Inter-Jurisdictional Data Exchange (IJE) Agreement (the “Agreement”), the undersigned jurisdiction agrees to become a Trading Partner, as defined below, in the electronic exchange of Vital Event data. Currently, 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 this Agreement.

Jurisdictions who do not sign this Agreement will not be authorized to receive Vital Event data concerning their residents from other jurisdictions through STEVE, which may negatively impact the ability for such jurisdiction to analyze health information about its residents.

Jurisdictions that become Trading Partners on or after January 1, 2021 may begin sending files through STEVE, or the current approved electronic exchange mechanism, upon execution of this Agreement. Files intended for Jurisdictions that become Trading Partners on or after January 1, 2021 can be accessed through STEVE, or the current approved electronic exchange mechanism, upon execution of this Agreement.

II. Definitions

1. **Authorized Data Partners** – Programs or other specific users of Vital Event data approved by the sending jurisdiction to receive data. These programs may receive Vital Event data from Sending Jurisdictions for statistical and/or programmatic use. Authorized Data Partners and the fields they may receive from each Trading Partner are documented and accessible in a matrix on the STEVE website (https://steve2.org/assets/STEVE2_Filter_Configuration.xlsx).
2. **Date of Registration** – The month, day, and year that Vital Event data 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** – STEVE system network folders for receiving STEVE files. The use of

mailboxes with appropriate filtering and routing rules 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 Event data registered in a jurisdiction to a resident of a different jurisdiction (also called out-of-state records).
8. **Personally Identifiable Information (PII)** - Information about an individual maintained by an agency, including (1) any information that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual.
9. **Public Use Data Files** – Data files prepared with the intent of making them available for public use. The data available to the public shall not contain PII and will not be maintained in a readily identifiable form.
10. **Death 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 with a death record 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 Records jurisdictions and other Vital Records authorized organizations (i.e. vital record statistical or data processing units) that have agreed to electronically exchange Vital Event data in compliance with the terms and conditions stated herein.
 - a. **Receiving Jurisdiction** -Trading Partners that receive electronic Vital Event data from other Trading Partners.
 - b. **Sending Jurisdiction** -Trading Partners that send electronic Vital Event data derived from Vital Events that occurred within their jurisdiction to other Trading Partners.
13. **Vital Event data** - Records of births, deaths, fetal deaths (stillbirths) and induced terminations of pregnancy as recorded in the jurisdiction that such event occurred

according to the laws and policies of such jurisdiction.

III. Governance for Data Exchange

Data exchanged under this Agreement will be governed by the Sending Jurisdiction's 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 Partners in their configuration of STEVE.

Trading Partners who exchange records via the STEVE system will use the standard IJE electronic file formats defined by NAPHSIS and posted to the NAPHSIS website (<https://bit.ly/34HHAez>).

IV. Period of Performance of this Agreement

This Agreement applies to Vital Event data exchanged from January 1, 2021 through December 31, 2025. This Agreement remains in effect unless Trading Partners are notified of a change in the timeframe of the Agreement by NAPHSIS.

V. Execution and Termination 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. A participating jurisdiction may terminate its Agreement by submitting written notification to NAPHSIS. Contact NAPHSIS for instructions.

VI. Terms and Conditions for Sending Jurisdictions

1. Sending Jurisdictions agree to exchange Vital Event data derived from the following Vital Events:
 - a. All Vital Event data for non-residents, as may be required to be collected under the state law of the Sending Jurisdiction, 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., death 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 Receiving 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 Event 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 Event data to their Trading Partners no later than 30 days following the date of registration of the event. 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. 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 the following approved purposes:
 - 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 where data does not include personally identifiable information or geographic identifiers below the jurisdiction level.
 - e. Public Use Data Files that do not include personally identifiable information and geographic identifiers below the jurisdiction level.
2. Receiving Jurisdictions agree not to:
 - a. Issue certified or informational copies or abstracts of Vital Event data 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 unless by law enforcement for criminal investigative purposes.
 - d. Provide Vital Event data in response to a federal or jurisdiction level open records law request for any Vital Event data requested that does not originate from the Receiving Jurisdiction;

- e. Provide Vital Event data in response to an application for a certification request for any Vital Event data that does not originate from the Receiving Jurisdiction.
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.
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 written agreement with the local public health agencies that includes the following minimum conditions:

1. The data received can be used for statistical analysis provided that no personally identifiable information is released by the LPHA.
2. The data received cannot be used by the local public health agencies for any purpose other than Health Research unless 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 the Receiving Jurisdiction for approval. Vital Event data received for Health Research is deemed confidential and PII may not be released by the LPHA.
4. All data files received must be stored and transferred on a secure network. Each LPHA agrees to destroy data files received according to the Receiving Jurisdiction's record retention and confidential records destruction policies.
5. Any other release, re-release, or use of Vital Event data not specified in the Agreement, or between signatories of this Agreement, is prohibited unless written permission of Sending Jurisdiction is provided.
6. Receiving Jurisdictions will determine mailbox access for each LPHA. Each LPHA 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. Only data authorized by the Sending Jurisdiction will be accessible through this process.

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 and Receiving Jurisdictions when configuring their STEVE exchange files. Receiving Jurisdictions do not determine what information is shared. Authorized Data Partners and the fields they may receive from each Trading Partner are documented and accessible in a matrix on the STEVE website [https://steve2.org/assets/STEVE2_Filter_Configuration.xlsx].
2. Receiving Jurisdictions will set up a mailbox for each Authorized Data Partner with a current data use agreement with each jurisdictional Vital Event 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 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. Only data authorized by the Sending Jurisdiction will be accessible through this process.
4. Receiving Jurisdictions agree that any other release, re-release, or use of Vital Event data not otherwise specified in this Agreement requires the written permission of the Sending Jurisdiction.

X. NAPHSIS Administration of the Agreement

This Agreement shall remain in effect until December 31, 2025 or unless otherwise notified of a change in the timeframe of the Agreement by NAPHSIS.

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 <https://naphsis.sharepoint.com/sites/jdb> 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 will provide notification to the membership by the close of the next business day.

By signing this Inter-Jurisdictional Exchange (IJE) Agreement, the undersigned represents that the jurisdiction agrees to become a Trading Partner in the electronic exchange of Vital Event data 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 _____

IJE Agreement point of contact for Registration Area listed above, if other than signatory.

Name _____

Title _____

Email _____

Phone _____