

California Department of Public Health—Maternal, Child and Adolescent Health Division and the Injury and Violence Prevention Branch

Data Use and Disclosure Agreement

This Data Use Agreement (Agreement) is between the California Department of Public Health (specifically, the Maternal, Child and Adolescent Health Division (MCAH) and the Injury and Violence Prevention Branch (IVPB)) and San Bernardino County Department of Public Health (Recipient), and sets forth the information privacy and security requirements Recipient is obligated to follow with respect to all DATA from the National Fatality Review Case Reporting System (NFRCRS) disclosed to Recipient. The California Department of Public Health (CDPH) and Recipient desire to protect the privacy and provide for the security of the DATA pursuant to this Agreement, in compliance with state and federal laws applicable to the DATA.

- I. Order of Precedence: With respect to information privacy and security requirements for all DATA, the terms and conditions of this Agreement shall take precedence over any conflicting terms or conditions set forth in any other agreement between Recipient and CDPH.
- II. Effect on Lower Tier Transactions: The terms of this Agreement shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Recipient is obligated to follow with respect to DATA disclosed to Recipient pursuant to Recipient's agreement with CDPH. When applicable, Recipient shall incorporate the relevant provisions of this Agreement into each subcontract or subaward to its agents, subcontractors, or independent consultants.
- III. Definitions: For purposes of the Agreement between Recipient and CDPH, the following definitions shall apply:
 - A. Breach: "Breach" means:
 1. the unauthorized acquisition, access, use, or disclosure of DATA in a manner which compromises the security, confidentiality or integrity of the information; or
 2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).
 - B. Confidential Information: "Confidential information" means information that:
 1. does not meet the definition of "public records" set forth in California Government Code section 7920.530, or is exempt from disclosure under any of the provisions of Section 7921.000, et seq. of the California Government Code or any other applicable state or federal laws; or
 2. is contained in documents, files, folders, books or records that are clearly labeled, marked or designated with the word "confidential" by CDPH.
 - C. DATA: "DATA" means and refers to all identifiable and de-identified data collected to promote policy, programs, services and laws to prevent fetal, infant and child deaths at the local, state and national levels to better identify and address health disparities from the National Fatality Review Case Reporting System administered by the Maternal, Child and Adolescent Health Division (MCAH) and the Injury and Violence Prevention Branch (IVPB) at CDPH. Access will be granted to each county/city health department as indicated through this Agreement for the purposes of assisting them with the analysis and reporting of California cases pertinent to their jurisdiction.

- D. Disclosure: "Disclosure" means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.
- E. PCI: "PCI" means "personal information" and "confidential information" (as these terms are defined herein)
- F. Personal Information: "Personal information" means information, in any medium (paper, electronic, oral) that:
1. directly or indirectly collectively identifies or uniquely describes an individual; or
 2. could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or
 3. meets the definition of "personal information" set forth in California Civil Code section 1798.3, subdivision (a) or
 4. is one of the data elements set forth in California Civil Code section 1798.29, subdivision (g)(1) or (g)(2); or
 5. meets the definition of "medical information" set forth in either California Civil Code section 1798.29, subdivision (h)(2) or California Civil Code section 56.05, subdivision (j); or
 6. meets the definition of "health insurance information" set forth in California Civil Code section 1798.29, subdivision (h)(3); or
 7. is protected from disclosure under applicable state or federal law.
- G. Security Incident: "Security Incident" means:
1. an attempted breach; or
 2. the attempted or successful unauthorized access or disclosure, modification or destruction of DATA, in violation of any state or federal law or in a manner not permitted under this Agreement; or
 3. the attempted or successful modification or destruction of, or interference with, Recipient's system operations in an information technology system, that negatively impacts the confidentiality, availability or integrity of DATA; or
 4. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.
- H. Use: "Use" means the sharing, employment, application, utilization, examination, or analysis of information.
- I. Workforce Member: "Workforce Member" means an employee, volunteer, trainee, or other person whose conduct, in the performance of work for Recipient, is under the direct control of Recipient, whether or not they are paid by Recipient.

- IV. No HIPAA Business Associate Agreement or Relationship Between the Parties: This Agreement and the relationship it memorializes between the Parties does not constitute a business associate agreement or business associate relationship pursuant to Title 45, C.F.R., Part 160.103 (definition of “business associate”). The basis for this determination is Section 160.203(c) of Title 45 of the Code of Federal Regulations (see, also, [HITECH Act, § 13421, subdivision. (a)]). Accordingly, this Agreement is not intended to nor at any time shall result in or be interpreted or construed as to create a business associate relationship between the Parties.
- V. Background and Purpose: CDPH administers a broad range of public and clinical health programs that provide health care and preventative services to Californians, including those programs within the Injury and Violence Prevention Branch (IVPB) and the Maternal, Child and Adolescent Health Division (MCAH). Under legislative mandate, CDPH is required to perform special investigation studies of the sources of morbidity and mortality, and the effects of localities, employments, conditions and circumstances on the public health, and perform other duties as may be required in procuring information for state and federal agencies regarding the effects of these conditions on the public health. CDPH may conduct surveillance for child fatalities in California using data from multiple sources, including state level data sources and data obtained by local child death review teams (CDRTs). The Fatal Child Abuse and Neglect Surveillance (FCANS) Program, now called the California Child Fatality Surveillance System (CCFSS), was established in July 2000 to allow CDPH to conduct surveillance on child fatalities. CDPH chose to administer the National Fatality Review Case Reporting System in order to conduct surveillance on child fatalities for California. Two State programs (i.e., IVPB and MCAH) will primarily be involved with granting data access and intend on assisting county and city health departments by providing them with direct access to this National Fatality Review Case Reporting System, which is managed by CDPH for analysis and reporting of California cases pertinent to their jurisdiction. CDPH is providing access to a federal government database for the efficiency of collecting, reporting and reviewing death information by counties, cities, and local health jurisdictions.
- VI. Disclosure Restrictions: Recipient and its employees, agents, and subcontractors shall protect from unauthorized disclosure any DATA. Recipient shall not disclose, except as otherwise specifically permitted by this Agreement between Recipient and CDPH, any DATA to anyone other than CDPH personnel or programs without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.
- VII. Legal Authority: The legal authority for CDPH and the Local Health Departments to collect, create, access, use, and disclose DATA are Health and Safety Code (HSC) §§ 100325-100335, 123650 – 123660, and 131230, and Penal Code § 11174.34. Under those sections, CDPH is responsible for developing a plan to identify causes of mortality and morbidity in California, and to study recommendations on the reduction of mortality and morbidity in California.
- VIII. Use Restrictions: Recipient and its employees, agents, and subcontractors shall not use any DATA for any purpose other than performing Recipient's obligations under this Agreement. Additionally, CDPH acknowledges that there are only two (2) levels of access that CDPH staff will consider as being the most appropriate level of access for which a Recipient may be granted: as a Data Analyst or Case Reporter. Depending on the level of access, Recipient may view identifiable and/or de-identified DATA pertaining to their own county, but no DATA pertaining to other counties. In accordance with the National CFRP User Manual version 6.0, a Data Analyst will have the ability to download DATA (identified or de-identified) for their team, which will pertain to their own county, only after authorization from CDPH Administrators have been granted, and from there, be able to create standardized reports. However, Case Reporters, will only have the ability to enter, edit and print case information for their team/county, as well as conduct searches and create standardized reports.

- IX. Safeguards: Recipient shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of DATA, including electronic or computerized DATA. At each location where DATA exists under Recipient's control, Recipient shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of Recipient's operations and the nature and scope of its activities in performing this Agreement, and which incorporates the requirements of Section X, Security, below. Recipient shall provide CDPH with Recipient's current and updated policies within five (5) business days of a request by CDPH for the policies.
- X. Security: Recipient shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing DATA. These steps shall include, at a minimum, the following:
- A. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- Security of Federal Automated Information Systems, and/or NIST 800-53 (version 5 or subsequent approved versions) which sets forth guidelines for automated information systems in Federal agencies; and
 - B. In case of a conflict between any of the security standards contained in either of the aforementioned sources of security standards, the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to the DATA from breaches and security incidents.
- XI. Security Officer: At each place where DATA is located, Recipient shall designate a Security Officer to oversee its compliance with this Agreement and to communicate with CDPH on matters concerning this Agreement.
- XII. Training: Recipient shall provide training on its obligations under this Agreement, at its own expense, to all of its employees who assist in the performance of Recipient's obligations under Recipient's agreement with CDPH, including this Agreement, or otherwise use or disclose DATA.
- A. Recipient shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.
 - B. Recipient shall retain each employee's certifications for CDPH inspection for a period of three years following contract termination or completion.
 - C. Recipient shall provide CDPH with its employee's certifications within five (5) business days of a request by CDPH for the employee's certifications.
- XIII. Workforce Member Discipline: Recipient shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Recipient workforce members under Recipient's direct control who intentionally or negligently violate any provisions of this Agreement.
- XIV. Breach and Security Incident Responsibilities:
- A. Notification to CDPH of Breach or Security Incident: Recipient shall notify CDPH **immediately by telephone call plus email** upon the discovery of a breach (as defined in this Agreement), and **within twenty-four (24) hours by email** of the discovery of any security incident (as defined in this Agreement), unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to CDPH immediately

after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI (F), below. If the breach or security incident is discovered after business hours or on a weekend or holiday and involves DATA in electronic or computerized form, notification to CDPH shall be provided by calling the CDPH Information Security Office at the telephone numbers listed in Section XI(F), below. For purposes of this Section, breaches and security incidents shall be treated as discovered by Recipient as of the first day on which such breach or security incident is known to Recipient, or, by exercising reasonable diligence would have been known to Recipient. Recipient shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee or agent of Recipient.

Recipient shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and
 2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code section 1798.29.
- B. Investigation of Breach and Security Incidents: Recipient shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, Recipient shall inform the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:
1. what data elements were involved, and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached; and
 2. a description of the unauthorized persons known or reasonably believed to have improperly used the DATA and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the DATA, or to whom it is known or reasonably believed to have had the DATA improperly disclosed to them; and
 3. a description of where the DATA is believed to have been improperly used or disclosed; and
 4. a description of the probable and proximate causes of the breach or security incident; and
 5. whether Civil Code section 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.
- C. Written Report: Recipient shall provide a written report of the investigation to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.

- D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Recipient is considered only a custodian and/or non-owner of the DATA, Recipient shall, at its sole expense, and at the sole election of CDPH, either:
1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Recipient shall inform the CDPH Privacy Officer of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or
 2. cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the breach.
- E. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, and regardless of whether Recipient is considered only a custodian and/or non-owner of the DATA, Recipient shall, at its sole expense, and at the sole election of CDPH, either:
1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content and timeliness provisions of Section 1798.29, subdivision (e). Recipient shall inform the CDPH Privacy Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or
 2. cooperate with and assist CDPH in its submission of a sample copy of the notification to the Attorney General.
- F. CDPH Contact Information: To direct communications to the above referenced CDPH staff, Recipient shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by verbal or written notice to Recipient. Said changes shall not require an amendment to this Agreement.

CDPH Program Contract Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer
<p>Renay Bradley Chief, Epidemiology, Surveillance, & Evaluation Section; Injury and Violence Prevention Branch</p> <p>Email: renay.bradley@cdph.ca.gov Telephone: (279) 213-1501</p> <p>Christopher Borges State SIDS/FIMR Coordinator Perinatal Clinical Programs Section Maternal, Child and Adolescent Health Division</p>	<p>Privacy Officer Privacy Office Office of Legal Services California Dept. of Public Health P.O. Box 997377, MS 0506 Sacramento, CA 95899-7377</p> <p>Email: privacy@cdph.ca.gov Telephone: (877) 421-9634</p>	<p>Chief Information Security Officer Information Security Office California Dept. of Public Health P.O. Box 997377, MS6302 Sacramento, CA 95899-7413</p> <p>Email: CDPH.InfoSecurityOffice@cdph.ca.gov Telephone: (855) 500-0016</p>

Email:		
Christopher.Borges@cdph.ca.gov		
Telephone: (279) 944-9038		

- XV. Documentation of Disclosures for Requests for Accounting: Recipient shall document and make available to CDPH or (at the direction of CDPH) to an Individual such disclosures of DATA, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by Civil Code section 1798.25, or any applicable state or federal law.
- XVI. Requests for DATA by Third Parties: Recipient and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of any DATA requested by third parties to the agreement between Recipient and CDPH (except from an Individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.
- XVII. Audits, Inspection and Enforcement: CDPH may inspect the facilities, systems, books and records of Recipient to monitor compliance with this Agreement. Recipient shall promptly remedy any violation of any provision of this Agreement and shall certify the same to the CDPH Program Contract Manager in writing.
- XVIII. Termination for Cause:
- A. Termination upon Breach: A breach by Recipient of any provision of this Agreement, as determined by CDPH, shall constitute a material breach of the Agreement and grounds for immediate termination of the Agreement by CDPH. At its sole discretion, CDPH may give Recipient 30 days to cure the breach, or CDPH may have the option to terminate access immediately to the Recipient.
 - B. Judicial or Administrative Proceedings: Recipient will notify CDPH if it is named as a defendant in a criminal proceeding related to a violation of this Agreement. CDPH may terminate the Agreement if Recipient is found guilty of a criminal violation related to a violation of this Agreement. CDPH may terminate the Agreement if a finding or stipulation that Recipient has violated any security or privacy laws is made in any administrative or civil proceeding in which Recipient is a party or has been joined.
- XIX. Amendment: The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolve, and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of DATA. The parties agree to promptly enter into negotiations concerning an amendment to this Agreement consistent with new standards and requirements imposed by applicable laws and regulations.
- XX. Assistance in Litigation or Administrative Proceedings: Recipient shall make itself and any subcontractors, workforce employees or agents assisting Recipient in the performance of its obligations under the agreement between Recipient and CDPH, available to CDPH at no cost to CDPH to testify as witnesses, in the event of litigation or administrative proceedings being commenced against CDPH, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by Recipient, except where Recipient or its subcontractor, workforce employee or agent is a named adverse party.

- XXI. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Agreement is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Recipient and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- XXII. Interpretation: The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Agreement shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.
- XXIII. Survival: If Recipient does not return or destroy the DATA upon the completion or termination of the Agreement, the respective rights and obligations of Recipient under Sections IX, X, and XIV of this Agreement shall survive the completion or termination of the agreement between Recipient and CDPH.
- XXIV. Choice of Law and Venue: The laws of the state of California will govern any dispute from or relating to this Agreement. The parties submit to the exclusive jurisdiction of the state of California and federal courts for or in Sacramento and agree that any legal action or proceeding relating to the Agreement may only be brought in those courts.

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XXV. Signatures:

IN WITNESS, WHEREOF, the Parties have executed this Agreement as follows:

On behalf of Recipient, the undersigned individual hereby attests that they are authorized to enter into this Agreement and agrees to abide by and enforce all the terms specified herein.

Dawn Rowe

(Name of Representative of Recipient)

Chair, Board of Supervisors

(Title)

(Signature)

(Date)

On behalf of CDPH, the undersigned individual hereby attests that they are authorized to enter into this Agreement and agrees to all the terms specified herein.

Mari Taylan

(Name of CDPH Representative)

Chief, Perinatal Clinical Programs Section

(Title)

(Signature)

(Date)

Attachment 1**Recipient Breach and Security Incident Contact Information.**

The following Recipient contact information must be included in the executed Agreement

Recipient Program Manager	Recipient Privacy Officer	Recipient Chief Information Security Officer (and IT Service Desk)
Stewart Hunter	Ken Johnston	Ryan Burgess
Public Health Program Manager	Public Health Division Chief	IT Deputy Chief
606 E. Mill Street	451 E. Vanderbilt Way	451 E. Vanderbilt Way
Second Floor		Second Floor
San Bernardino	San Bernardino	San Bernardino
CA, 92415-0011	CA 92408	CA, 92408
909 383-3044	909 387-6469	909 387-0141
909 383-3030	[Fax]	[Fax]
Shunter@dph.sbcounty.gov	Ken.Johnston@dph.sbcounty.gov	Ryan.Burgess@dph.sbcounty.gov

CA FIMR+ Implementation Plan

Local Health Jurisdiction: San Bernardino County

Goal 1: Develop local capacity to support the CA FIMR+ Program and identify the most impactful approach for use of these funds and associated costs to meet the stated objectives and activities.

Objective 1: By October 1, 2023, develop a CA FIMR+ Program implementation plan to be reviewed and approved by State MCAH with implementation of CA FIMR+ commencing on January 1, 2024.

1. Recruit, hire, and/or subcontract

Position/Job Title	Activities for recruitment	Hire Date	Completed (Y/N)
Public Health Epidemiologist (Lead), FIMR Coordinator	Incumbent	01/01/2023	Y
Public Health Epidemiologist (data abstractor and FIMR-related duties)	In hiring process	October 2023	N
Office Assistant, Data Collection and Input	Incumbent	N/A	Y
Maternal Interviewer	Utilizing staff from Health Officer team	07/01/2023	Y
Grief Counseling and Support Resources and/or Services	Utilizing staff from Health Officer team	07/01/2023	Y

Additional Comments:

2. Training and Workforce Development

Training Activity	Trainer	Dates	Completed (Y/N)
NCFRP TA Workshops	TBD	TBD	N
Grief and bereavement provider training	TBD	TBD	N
NCFRP on-site trainings in Sacramento	NCFRP	TBD	N

Additional Comments:

3. Epidemiologic Data Collection, Data Security, Program Monitoring and Evaluation

Key Activity	Activities to complete	Dates	Completed (Y/N)
Participate in the NFR-CRS	a. Secure Data Use Agreement b. Identify staff who will access NFR-CRS	TBD	N

CA FIMR+ Implementation Plan
Local Health Jurisdiction: San Bernardino County

<p>Identify legal information to conduct/support FIMR data abstraction from all sources</p>	<p>a. Know and understand CA state laws regarding (submit FIMR authorization letter to MCAH)</p> <p>b. Health Insurance Portability and Accountability Act (HIPAA)- Ensure data is de-identified</p>	<p>N/A</p>	<p>Y</p>
<p>Case selection criteria and sampling</p>	<p>Identify process for:</p> <p>a. Timing: retrospective vs. current</p> <p>b. Perinatal Periods of Risk (PPOR) in combination with FIMR</p> <p>c. Fetal/neonatal/post-neonatal</p> <p>d. Cause of death</p> <p>e. Representative sampling</p> <p>f. Sampling specific zip codes, areas, or jurisdictions with known high infant mortality rates and/or disparities</p> <p>g. Oversampling of Black infant deaths or other disparate population</p> <p>h. Option for local flexibility in case selection</p>	<p>10/03/2023</p>	<p>Y</p>

Additional Comments:

4. Collaboration and Coordination (plan for CRT and CAT, members, meeting dates, etc., per SOW)

CA FIMR+ Implementation Plan

Local Health Jurisdiction: San Bernardino County

Provide details on key activities from SOW: San Bernardino County FIMR will utilize the CRT and CAT member list utilized during FY 22-23.

Provide a member list and provide support and oversight to both Case Review Team (CRT) and Community Action Team (CAT) to support activities: See attached.

Activities: Consider the following:

a. Who are members of the CRT?

Name	Organization	Title
Kristy Roloff, MD	Arrowhead Regional Medical Center	OB/GYN
Cathy Stephens	Barstow Community Hospital	Director of Women's Services
Kendra Flores-Carter	Cal Baptist University	Professor of Social Work
Lindsey Duplessis	California Maternal Quality Care Collaborative (CMQCC)	Community Engagement Lead
Kristin Hinds	Children's Network	Children's Network Officer
Jannette Zito	Children's Network	Staff Analyst II
Hillary Steenson-Ray	Children's Network	Child Abuse Prevention Coordinator
Shannon Goulmassian	Community Hospital of San Bernardino	Clinical Nurse Specialist
Sam Casey	Congregations Organized for Prophetic Engagement	Director
Alex Fajardo	El Sol Neighborhood Educational Center	Executive Director
Ronnie Robinson	First Five San Bernardino	Section Manager Systems and Communications
Lauri Castaneda	IEHP	Care Manager, RN
Ruofan Yao, MD	Loma Linda University Hospital	Obstetrician
Elisabeth Roberts	Molina Healthcare	Manager, Case Management
Aida Simonian	Perinatal Advisory Council: Leadership, Advocacy, And Consultation (PACLAC)	CEO/RPPC Director
Pat Spier	Perinatal Advisory Council: Leadership, Advocacy, And Consultation (PACLAC)	Program Manager
Gabriela Leon	Planned Parenthood of San Bernardino	Community Education Supervisor
Anita Adorador	Redlands Community Hospital	DNP-C, Director Community Based (Outreach)
Rhonda Mulvehill	San Antonio Regional Hospital	Nursing Director
Ryan Berryman	San Bernardino Fatherhood	Executive Director
Sayida Peprah-Wilson	Sankofa Birthworkers	Founding Member & Doula of Program Training and Management
Steven Jackson	SBC Behavioral Health	Program Manager II
Valerie Dunn	SBC Behavioral Health	Program Manager II
Michael Sequeira, MD	SBC Public Health	County Health Officer
Monique Amis	SBC Public Health	Chief of Community and Family Health
Jackie Smith	SBC Public Health	Social Worker III
Kanisha Neal	SBC Public Health	Program Coordinator

**CA FIMR+ Implementation Plan
Local Health Jurisdiction: San Bernardino County**

Terri Serna	SBC Public Health	Nurse
Makio Allen	SBC Public Health	Office Assistant II
Susan Philo	SBC Public Health	Nurse Manager
David Pratt	SBC Public Health	FIMR Coordinator
Adeeba Malek	SBC Public Health	Nutritionist
Elizabeth Amezcua	SBC Public Health	Program Coordinator, Perinatal Equity Initiative
Jennifer Cano-Garcia	SBC Public Health	Epidemiologist, Communicable Disease
Anyluz Sanchez	SBC Public Health	PHN, HCPCFC
Adela Evans	SBC Public Health	Chief, Environmental Health Division
Dr. Silvia Caswell	SBC Public Health	Associate County Health Officer
Shawna Leeper	St. Mary's Medical Center	NICU Nurse

b. Who will chair the CRT?

David Pratt, Public Health Epidemiologist, SBDCPH

c. How often will CRT meet?

Two times per month, three hours per meeting.

d. Who are members of the Community Action Team (CAT)?

Reference 4a.

e. Who will chair the CAT?

Monique Amis, Division Chief, SBDCPH

f. How often will the CAT meet?

The SBDCPH FIMR CAT will convene quarterly.

g. Who are your internal and external partners?

Managed care plan representation, healthcare agency representation (labor and delivery), community based organizations, and University systems.

h. List of members for the CRT, at least one member will be member of the impacted population or community. A minimum of 3 member will be from the impacted community.

At least one FIMR CRT member will be a member of the impacted population.

5. Community Engagement

Support community engagement by identifying meaningful opportunities to support engagement and collaboration

Activities:

a. Contracting grief and support services.

SBDCPH FIMR will utilize Health Officer team staff to conduct maternal interviews.

b. Provide stipends and/or gift cards to members, families, who will actively participate in engagement activities.

CA FIMR+ Implementation Plan

Local Health Jurisdiction: San Bernardino County

SBCDPH FIMR will determine engagement incentive stipends and/or gift cards pending internal consultation.

c. Collaborate with other programs and/or their advisory boards such as BIH, PEI or other organizations serving the Black birthing population.

SBCDPH FIMR will collaborate with SBCDPH BIH and PEI advisory boards, and members of the SBCDPH FIMR CAT team as necessary.

Additional Comments:

Key Partners	Activity	Dates	Completed (Y/N)
FIMR CAT Members	Provide stipends and/or gift cards to members, families, who will actively participate in engagement activities.	TBD	N
BIH and PEI advisory boards	Collaborate with other programs and/or their advisory boards such as BIH, PEI or other organizations serving the Black birthing population.	TBD	N

Additional Comments:

Goal 2: CA FIMR+ will improve outcomes and prevent future fatalities through multidisciplinary, in-depth case reviews and community action.

Objective 1: In FY 2023-24, a minimum of 20% of fetal and/or infant deaths (total of previous year) will be reviewed where case summaries will be created to present to CRT.

SBCDPH FIMR will improve outcomes and prevent future fatalities through multidisciplinary reviews, consisting of 70 fetal and infant death cases reviewed per year (approximately 35 infant deaths and 35 fetal deaths), which will meet at least 20% of fetal and infant deaths in San Bernardino County per year (in calendar year 2021 there were 149 infant deaths and 179 fetal deaths). Note: These caseload estimates will only be met once full FIMR case abstraction staffing is hired.

Activities:

- **Review fetal/infant death data and determine the number of black fetal/infant deaths to be reviewed. Can also review other disparate populations.**

CA FIMR+ Implementation Plan

Local Health Jurisdiction: San Bernardino County

San Bernardino County will review all non-Hispanic Black fetal and infant deaths where medical records are available.

- **Abstract information from records, interviews with clinical team, data from various reporting sources including maternal interviews**
- **Develop case summaries**
- **Schedule and convene CRT**
SBCDPH FIMR CRT will convene two meetings per month, three hours per meeting.
- **Identify recommendation and results of the CRT**
- **A list of three (3) recommendations will be provided and shared with CAT to develop and identify strategies to be implemented to support activities to improve health system services and care.**

Additional Comments:

Pending medical record availability, SBC FIMR will identify cases for review based on priority factors associated with infant and fetal mortality as outlined below:

Priority factors for case selection:

- 1) Mother's race/ethnicity: Non-Hispanic Black
- 2) Perinatal Period of Risk
- 3) Mother's principal source of payment for prenatal care and/or delivery: Medi-Cal
- 4) Mother's region of residence: High Desert
- 5) Cause of death- based on FIMR committee input
- 6) Other priority factors for case selection consideration

Note: FIMR cases selected for review based on non-mandatory priority factors will be contingent on availability of medical records and/or ability of DPH to obtain medical records within a reasonable timeframe in accordance with the case review process.

Objective 2: Conduct maternal interviews.

SBCDPH FIMR will utilize SBCDPH Health Officer team staff to conduct maternal interviews.

Activities:

- Identify who will conduct interviews.
 - Partner with programs or organizations that serve families to help identify participants.
 - Develop plan to connect with families.
- Participate in training of staff, members, contractors who will conduct maternal interviews.
- Develop tools, scripts, and resources with individuals conducting maternal interviews.
- Initial contact with family to offer condolences, offer assistance in obtaining supportive services, introduce the FIMR process, and discuss the interview request.
- Obtain verbal informed consent.
- Obtain signed letter of consent.
- Conduct interview.

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- Prepare maternal interview summary.

Additional Comments:

Objective 3: Actively engage members of the impacted communities to participate on the CAT to assist in identifying and implementing solutions and promote prenatal and postpartum system level improvement by engaging community-based groups.

SBCDPH FIMR will engage SBCDPH coordinators for the BIH and PEI programs as well as other stakeholders and members of the CAT team to assist with identifying and engaging members of the impacted communities to participate on the CAT team. These community members will assist in identifying and implementing solutions and promote prenatal and postpartum system-level improvement by engaging community-based groups.

Activities:

- Participate in quarterly State CA FIMR+ meetings to network and learn from other jurisdictions' best practices around engaging communities in the NCFRP process.
- Promote prenatal and postpartum systems improvement by engaging community-based groups.
 - Bring the perspective of those with lived experiences to the CAT.
 - Choose convenient time and site for community meetings.
 - Inform the medical provider community and the broader community of the need for specific actions through presentations, media events, and written reports.
 - Work with the community and medical providers to implement interventions to improve services, resources, and quality of care.
- Enhance the credibility and visibility of issues, including those resulting from racial inequities, related to parents, infants, and families.
- Determine if the demographics and needs of the community are changing over time and decide which interventions should be added or altered to address and meet them.
- Develop new and creative solutions by preparing a plan that is grounded in racial equity and centers on families to improve services, quality of care, and resources for families from the recommendations made by the CRT.
- Safeguard and sustain successful systems changes initiated and implemented by FIMR from being discontinued in the future.

Additional Comments:

Goal 3: Provide grief and bereavement services that are culturally appropriate and family-centered support to parents/families experiencing fetal/infant loss.

Objective 1: All families who experience a fetal and/or infant death will receive grief and bereavement resources and be offered counseling or other services.

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SBCDPH FIMR will utilize SBCDPH Health Officer team staff to provide grief and bereavement packets and/or resources that are culturally appropriate and family-centered support to parents/families experiencing fetal/infant loss.

Activities:

- Review, update and disseminate resources.
- Provide grief and bereavement support packets for all parents/families experiencing a loss and families at an appropriate length of time after the fetal/infant loss.
- Consider hiring or contracting for grief/bereavement counseling services to assist specific participants, as appropriate. Services will be provided by individuals that reflect the community served and will include connection to other supportive services for participating families.

Additional Comments:

Goal 4: Engage the impacted community and community partners that serve the impacted community to identify root causes and improve systems, services, supports and community conditions and experiences.

Objective 1. Identify opportunities across this SOW to work with the impacted community to inform and implement solutions to reverse the disparities in infant outcomes.

SBCDPH FIMR will leverage existing relationships with community stakeholders and engage SBCDPH coordinators for the BIH and PEI programs to assist in engaging the impacted community and other partners that serve the impacted community to improve systems, services, supports and community conditions and experiences.

Activities:

- Participate in quarterly State CA FIMR+ meetings to network and learn from other jurisdictions' best practices related to engaging communities in the NCFRP process.
- Promote prenatal and postpartum systems improvement by engaging community-based groups.
 - Bring the perspective of those with lived experiences to the CAT.
 - Choose convenient time and site for community meetings.
 - Inform the medical provider community and the broader community of the need for specific actions through presentations, media platforms/events, and written reports.
 - Work with the community and medical providers to implement interventions to improve services, resources, and quality of care.
- Enhance the credibility and visibility of issues, including those resulting from racial inequities, related to parents, infants, and families.
- Determine if the demographics and needs of the community are changing over time and decide which interventions should be added or altered to address or meet them.
- Develop new and creative solutions by preparing a plan that is grounded in racial equity and centers on families to improve services, quality of care, and resources for families from the recommendations made by both the CRT and CAT.

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- Safeguard and sustain successful systems changes initiated and implemented by FIMR from being discontinued in the future.

Additional Comments:

Goal 5: Program evaluation efforts and identify indicators of project success.

Objective 1: Ensure evaluation measures and activities are in place for the CA FIMR+ Program

Proposed indicators of SBCDPH FIMR project success will include SBCDPH FIMR CRT feedback for indicator identification.

Activities:

- Collaborate with State MCAH to identify indicators and participate in CA FIMR+ evaluation activities.

Additional Comments:

Goal 6: Provide support to funded projects and ensure CA FIMR+ compliance through continuous program improvement efforts.

Objective 1: All Administrative components of CA FIMR+ Program will ensure timeliness of contract process, timelines of monthly meetings, and coordination with State FIMR Coordinator.

Activities:

- State FIMR Coordinator and each CA FIMR+ Program will work collaboratively each fiscal year to ensure contracts are in place and finalized prior to the beginning of each fiscal year.
- Work with State staff to track budget supporting CA FIMR+ activities.
- Monthly technical assistance meetings will be held with each CA FIMR+ Program and State MCAH to be scheduled by State FIMR Coordinator.
- Participate in quarterly State MCAH/NCFRP meetings.
- Technical assistance (TA) will be made available by State MCAH along with the NCFRP. All TA calls will be attended by State FIMR Coordinator and the CA FIMR+ Program requesting TA.
- Submit required annual report, data collection activities, and required lists, plans, and resources to State MCAH.

Additional Comments:

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**Agreement to Comply with California Department of Public Health
Confidentiality Requirements for the National Fatality Review Case
Reporting System for San Bernardino County.**

All information collected or maintained in the course of accessing or navigating through the National Fatality Review Case Reporting System that directly or indirectly identifies any individual, can be considered personally identifiable information (“PII”) and requires the utmost care and confidentiality. PII is gathered by the Injury and Violence Prevention Branch (IVPB) and the Maternal Child and Adolescent Health Program (MCAH) and stored within NFRCRS.

Privacy as it pertains to NFRCRS, is primarily governed by Article 1, Section 1 of the California Constitution; the Information Practices Act (IPA) California Civil Code section 1798, et seq.; State policy including the State Administrative Manual section 5300; and for some local health departments the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

As a public health employee or Workforce Member (previously defined by the Data Use and Disclosure Agreement executed by the requisite County/City stated herein), your role and level of access have been determined by the IVPB and MCAH programs with express permission to access your jurisdictional data and requires that you provide assurance of confidentiality to protecting individuals’ information and ensuring confidence in the reporting process. It is expected that you understand the significance of reporting actual and potential disclosures of confidential information and the necessity of this action.

By signing this agreement below, you are attesting that you understand that this information is being provided to you, as the minimum necessary to promote collective efforts for information gathering purposes. The California Department of Public Health, in conjunction with the local health departments and the local health officers, shall promptly investigate all suspected misuse and abuse of this privilege.

Confidentiality Pledge

I recognize that in carrying out my assigned duties, I will obtain access to personal information about individuals. I further understand that it is my responsibility to:

1. Comply with all federal or state laws, regulations, policies and procedures set forth pertaining to NFRCRS data, in accordance with all training I received prior to accessing the data from the local county/city for access to the NFRCRS;
2. Maintain the confidentiality of all records in my possession, cases or contact’s personal information to which I have access that is necessary to complete the assigned work, which means refraining from using the system and access to look up family members and friends which have not been assigned to me;
3. Not divulge, copy, release, sell, loan, review, alter or destroy any PII except as within the scope of my duties;
4. Only access/disclose a case or contact’s personal information for official public health purposes as it relates to performing my duties;

5. Only share the minimum necessary to perform case investigation and work in my local jurisdiction and between staff in my county/city;
6. Safeguard and not disclose my username and password to others unless explicitly authorized by the state administrator of the reporting system. I understand that my username and password allow me to access confidential and PII for my team on the NFRCRS. I understand that the State administrator may terminate my access to the data system if unauthorized use is suspected without warning;
7. Refrain from discussing case investigations, PII or confidential information in the presence of others both at work and outside of work with individuals not involved with my team on the NFRCRS;
8. Never share any personal information I obtain as part of my work responsibilities with others outside of work;
9. Promptly report activities by any individual or entity that I suspect may compromise the availability, integrity, security, or privacy of confidential information; and
10. I understand I will be held responsible for any data misuse if I am found to be in violation of applicable laws and regulations. Other legal penalties imposed by the judicial system may apply.

County/City FIMR: San Bernardino County

Signature: _____ **Date:** _____

Print Name: Dawn Rowe

Title: Chair of the Board of Supervisors

Agency: San Bernardino County

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