

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

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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 CDRT: County of Humboldt**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

Title: \_\_\_\_\_

Agency: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_