

Contractor Confidentiality Agreement

Appendix I

SAFEGUARDS FOR INDIVIDUALS AND ESTABLISHMENTS AGAINST INVASION OF PRIVACY (308(d) Assurance of Confidentiality for Contractors)

In accordance with Subsection (m) of the Privacy Act of 1974 (5 U.S.C. 552a) and Section 308(d) of the Public Health Service Act (42 U.S.C. 242m), the contractor is required to comply with the applicable provisions of the Privacy Act and to undertake other safeguards for individuals and establishments against invasions of privacy.

To provide these safeguards in performance of the contract, the contractor shall:

1. Be bound by the following assurance:

Assurance of Confidentiality

In accordance with Section 308(d) of the Public Health Service Act (42 U.S.C. 242m), the contractor assures all respondents that the confidentiality of their responses to this information request will be maintained by the contractor and CDC and that no information obtained in the course of this activity will be disclosed in a manner in which the individual or establishment is identifiable, unless the individual or establishment has consented to such disclosure, to anyone other than authorized staff of CDC.

2. Maintain the following safeguards to assure that confidentiality is protected by contractor's employees and to provide for the physical security of the records:

- a. After having read the above assurance of confidentiality, each employee of the contractor participating in this project is to sign the following pledge of confidentiality:

I have carefully read and understand the assurance which pertains to the confidential nature of all records to be handled in regard to this survey. As an employee of the contractor I understand that I am prohibited by law from disclosing any such confidential information which has been obtained under the terms of this contract to anyone other than authorized staff of CDC. I understand that any willful and knowing disclosure in violation of the Privacy Act of 1974 is a misdemeanor and would subject the violator to a fine of up to \$5,000.

- b. To preclude observation of confidential information by persons not employed on the project, the contractor shall maintain all confidential records that identify individuals or establishments or from which individuals or establishments could be identified under lock and key.

Specifically, at each site where these items are processed or maintained, all confidential records that will permit identification of individuals or establishments are to be kept in locked containers when not in use by the contractor's employees. The keys or means of access to these containers are to be held by a limited number of the contractor's staff at each site. When confidential records are being used in a room, admittance to the room is to be restricted to employees pledged to confidentiality and employed on this project. If at any time the contractor's employees are absent from the room, it is to be locked.

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- c. The contractor's professional staff will take steps to ensure that the intent of the pledge of confidentiality is enforced at all times through appropriate qualifications standards for all personnel working on this project and through adequate training and periodic follow up procedures.
3. Verbally inform study participants of the following notice of the confidential treatment to be accorded the information by any individual who may see it:

Confidential Information

Information contained in this interview which would permit identification of any individual or establishment has been collected with a guarantee that it will be held in strict confidence by the contractor and CDC, will be used only for purposes stated in this study, and will not be disclosed or released to anyone other than authorized staff of CDC without the consent of the individual or the establishment in accordance with Section 308(d) of the Public Health Service Act (42 U.S.C.242m(d)).

- 4. Release no information from the data obtained or used under this contract to any person except authorized staff of CDC.
- 5. By a specified date, which may be no later than the date of completion of the contract, return all study data (and copies of data) to CDC or destroy all such data, as specified by the contract.

Kathleen A. Conside
Typed/Printed Name

Kathleen A. Conside
Signature

9/21/04
Date