

ATTACHMENT G.

NON-DISCLOSURE AGREEMENT FOR CONTRACTORS

**Safeguards for Individuals and Establishments
Against Invasions of Privacy**
(308(d) Assurance of Confidentiality for Contractors)

In accordance with Section 308(d) of the Public Health Service Act (42 U.S.C. 242m), the contractor is required to give an assurance of confidentiality and to provide for safeguards to assure that confidentiality is maintained.

To provide this assurance and 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 participating establishments or individuals that the confidentiality of the ART records they release to NCCDPHP will be maintained by the contractor and CDC and that no information obtained in the course of this activity may be disclosed in a manner in which the particular establishment or individual supplying the information or described in it is identifiable, unless such establishment or individual has consented to such disclosure, to anyone other than authorized staff of CDC.

2. Maintain the following safeguards to assure that this confidentiality is protected by the 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 CDC assurance which pertains to the confidential nature of all records to be handled in regard to this project. 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.

- 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.

- c. The contractor and his professional staff will take steps to insure 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. In a statement sent to the establishments or individuals asked to supply information, inform in clear and simple terms:
 - a. That the collection of the information by CDC and its contractor is authorized by Section 306 of the Public Health Service Act (42 U.S.C. 242k);
 - b. Of the purpose or purposes for which the information is intended to be used, any plans for disclosures of information in a form that would permit the identification of an establishment or individual, and a statement that the records will be used solely for epidemiological or statistical research and reporting purposes;
 - c. That participation is voluntary and there are no penalties for declining to participate in whole or in part; and
 - d. That no information collected under the authority of Section 306 of the Public Health Service Act (42 U.S.C. 242k) may be used for any purpose other than the purpose for which it was supplied, and such information may not be published or released in other form if the particular individual or establishment supplying the information or described in it is identifiable to anyone other than authorized staff of CDC, unless such establishment or individual has consented to such release.
 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 or copies of data to CDC or destroy all such data, as specified by the contract.

(Typed/printed Name)

(Signature)

(Date)