

ATTACHMENT J
CONFIDENTIALITY PLEDGE

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT
AHRQ National Resource Center for Health IT – (NRC) Domain 2
Contractor: Mathematica Policy Research, Inc.
Master Contract and Task Order Numbers: HSA 2902009000191 / T04

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of being provided access to confidential data and information relative to the grants/ cooperative agreements (hereafter referred to as grants), contracts and other mechanisms, both current and planned, associated with the Health IT portfolio of the Agency for Healthcare Research and Quality (AHRQ), as described in Section C of the contract entitled AHRQ National Resource Center for Health IT, awarded July 1, 2009, Solicitation Number: AHRQ-2009-10003, hereafter referred to as the NRC. As used in this agreement, confidential data may be either marked or unmarked “confidential”, including oral communications that meets the standards set by Office of Management and Budget (OMB) Circular A-130, Appendix 3. I understand any data or systems of records protected from unauthorized disclosure by the provisions of Title 5, United States Code Sections 552 (often referred to as “The Freedom of Information Act”) and 552a (The Privacy Act) is/are confidential data. I understand and accept that by being provided access to sensitive data, special confidence and trust has been placed in me by the United States Government.
2. I acknowledge I have been given access to AHRQ confidential data, as it relates to its grants, contracts and other mechanisms and projects, both current and planned, to facilitate the performance of duties assigned to me for compensation. I understand it is my responsibility to safeguard the confidential data disclosed to me, and to refrain from disclosing these data to any persons other than those granted permission by the AHRQ Grants Management Officer and Contracts Officer. I agree that at all times it shall be kept in absolute confidence and that I shall not use, publish, disseminate, copy, or disclose to any person or entity any confidential information for any purpose.
3. I have been advised that any breach of this Agreement may result in the termination of my access to confidential data, which, if such termination effectively negates my ability to perform my assigned duties, may lead to the termination of my employment or other relationships with the Department or Agencies that granted my access. I am aware unauthorized release or mishandling of sensitive data may be grounds for adverse action against me. Additionally, should I misuse records requiring protection under the Privacy Act, I have been advised unauthorized disclosure of data protected by the Privacy Act may constitute a violation, or violations, of United States criminal law, and those Federally-affiliated workers (including some contract employees) who violate privacy safeguards may be subject to disciplinary actions, a fine up to \$5,000.00, or both.
4. I understand all confidential data to which I have access or may obtain access by signing this agreement is now and will remain the property of, or under the control of the United States Government. I agree that I shall return all confidential data which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me access to confidential data; or (c) upon the conclusion of my employment or other relationship that requires access to sensitive data. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am provided access to sensitive data, and at all times thereafter.

The undersigned contractor representative/employee hereby accepts this agreement.

Name (Printed)	Signature	Organization	Date
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Or,

See attached list of _____ individuals accepting this agreement.

The execution of this agreement was accepted by the undersigned.

George Gardner, Director
AHRQ/OM/DGM

Date

Jessica Alderton, Contracts Officer, NRC Domain 2
AHRQ/OM/DGM

Date

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