

ATTACHMENT G.

NON-DISCLOSURE AGREEMENT FOR CONTRACTORS

**308(d) CONTRACT CLAUSE for ART Surveillance Records
Safeguards for Individuals and Establishments Against Invasions of Privacy**

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/subcontractor 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/subcontractor shall:

(a) 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 Director, CDC, assures all participating establishments or individuals that the confidentiality of the Assisted Reproductive Technology (ART) records that are collected and will be released to CDC will be maintained by the contractor/subcontractor and CDC and that no information obtained in the course of this activity may be disclosed in a manner in which the specific individual or establishment 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.

(b) Maintain the following safeguards to assure that this confidentiality is protected by the contractor/subcontractor's employees and to provide for the physical security of the records:

(i) To preclude observation of confidential information by persons not employed on the project, the contractor/subcontractor 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/subcontractor'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/subcontractor's employees are absent from the room, it is to be locked.

(ii) The contractor/subcontractor 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.

(c) (If applicable) Print on the questionnaire in a clearly visible location and in clearly visible

letters the following notice of the confidential treatment to be accorded the information on the questionnaire by any individual who may see it:

Confidential Information

Information contained in this data collection system 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 surveillance activity, and will not be disclosed or released to anyone other than authorized staff of CDC without the consent of the individual or establishment in accordance with Section 308(d) of the Public Health Service Act (42 U.S.C. 242m).

(d) On a letter or other form that can be retained by the individual or the establishment, or on the questionnaire form itself if it is a self-administered questionnaire, inform in clear and simple terms each individual or establishment asked to supply information:

(i) 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);

(ii) 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;

(iii) That, in accordance with the federal reporting requirements of the Fertility Clinic Success Rate and Certification Act of 1992 (FCSRCA), Section 2[a] of Public Law 102-493 [42 U.S.C. 263a-1], the penalty for declining to participate or submitting inadequate information is to be listed as a non-reporter in the annual Assisted Reproductive Technology Success Rates Report; and

(iv) 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 the individual or establishment has consented to such release.

(e) Release no information from the data obtained or used under this contract to any person except authorized staff of CDC.

(f) By a specified date, which may be no later than the date of completion of the contract, return all study data to CDC or destroy all such data, as specified by the contract.

After having read the above assurance of confidentiality, each employee of the contractor participating in this project is to sign the following statement of understanding:

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 survey. As an employee of the contractor/subcontractor 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.

Typed/Printed Name

Signature

Date