



## MEMORANDUM

**Date:** May 3, 2018

**From:** Donna Miller, MS  
Confidentiality Officer  
National Center for Health Statistics  
Centers for Disease Control and Prevention

**Subject:** Annual Report from the National Center for Health Statistics to the Office of Management and Budget as required in the Implementation Guidance for Title V of the E-Government Act, Confidential Information Protection and Statistical Efficiency Act of 2002 (CIPSEA) dated June 15, 2007

**To:** Margo Schwab, Beverly Pratt  
Statistical and Science Policy Office  
Office of Information and Regulatory Affairs  
Office of Management and Budget

The National Center for Health Statistics (NCHS) is filing the annual report as required by the June 15, 2007 CIPSEA Implementation Guidance. This report covers 2017 for the listed data collections covered by CIPSEA.

### Use of the CIPSEA Confidentiality Pledge

Attachment 1 is a listing of the data collections that were covered by CIPSEA and had an active clearance during 2017.

The following statement appears on all NCHS data collection instruments:

We take your privacy very seriously. All information that relates to or describes identifiable characteristics of individuals, a practice, or an establishment will be used only for statistical purposes. NCHS staff, contractors, and agents will not disclose or release responses in identifiable form 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)) and the Confidential Information Protection and Statistical Efficiency Act of 2002 (CIPSEA, Title 5 of Public Law 107-347). In accordance with CIPSEA, every NCHS employee, contractor, and agent has taken an oath and is subject to a jail term of up to five years, a fine of up to \$250,000, or both if he or she willfully discloses ANY identifiable information about you. In addition, NCHS complies with the Federal Cybersecurity Enhancement Act of 2015 (6 U.S.C. §§ 151 & 151

note). This law requires the federal government to protect federal computer networks by using computer security programs to identify cybersecurity risks like hacking, internet attacks, and other security weaknesses. If information sent through government networks triggers a cyber threat indicator, the information may be intercepted and reviewed for cyber threats by computer network experts working for, or on behalf of, the government.

Attachment 2 contains an example of an NCHS survey pledge.

### **Compliance with the CIPSEA Implementation Guidance**

With the assistance of the NCHS Information Systems Security Officer and OMB Paperwork Reduction Act (PRA) Clearance Officer, the NCHS Confidentiality Officer reviews NCHS confidentiality and security procedures for adherence to OMB CIPSEA standards as set forth in the June 15, 2007 Implementation Guidance. This review involves all interagency agreements for offsite access to CIPSEA-protected information as well as all proposed data collection approval requests as they move through the PRA OMB clearance process. For data collections that are OMB exempt, the CIPSEA requirements are monitored during the NCHS Ethics Review Board process.

The agency affirms its determination to have the Center be in general compliance with OMB Implementation Guidance. We affirm compliance with the following specific elements or note exceptions or areas the agency is working to come into full compliance:

1. Physical and Information Systems Security: only persons authorized are permitted access to confidential information stored in information systems. NCHS is in compliance through the direction of the NCHS Information Systems Security Officer.
2. Confidentiality Training: all employees are certified annually. Every employee, contractor, fellow, etc. who enters NCHS employment completes the NCHS confidentiality training (see: <https://www.cdc.gov/nchs/training/confidentiality/training>), and signs a nondisclosure affidavit documenting CIPSEA and other legislatively-mandated confidentiality requirements. NCHS created an automated system to track employee compliance for completing the annual NCHS confidentiality training and digitally signing the NCHS affidavit of nondisclosure. To date, every person at NCHS completed the annual NCHS confidentiality training and signed a new nondisclosure affidavit.
3. Record Keeping: the agency has records that identify all individuals accessing confidential information.
4. Review of Information Prior to Dissemination: the agency has in place a process to review information prior to dissemination to ensure that confidential information is not disclosed. The NCHS Disclosure Review Board reviews and approves all electronic data files prior to release. Division/Office staff are responsible for reviewing and approving all tabular data and reports. The Research Data Center staff review output prior to releasing it to researchers working on-site or off-site using ANDRE (remote access system).

## **Use of Agents Provision in CIPSEA**

An example of the full interagency agreement, statements provided by on-site agents and NCHS Research Data Center (RDC) users, and NCHS CIPSEA contract language are provided in Attachments 3-5.

### **Provision of the number of individual agents NCHS has designated during calendar year 2017 in the following categories:**

1. Contractors: NCHS had 90 contract employee agents on-site and 1,014 off-site contractor agents in CY 2017. Approximately 95 percent of contractor agents were involved in data collection related activities.
2. Federal or State Agencies: In CY 2017, NCHS had designated agent agreements with 17 federal agencies/units. There were 2,315 federal agency/unit employee agents, of which 2,223 (96%) were Census staff involved in data collection or management activities on behalf of NCHS. There were no agents from a state agency.
3. Researchers: In CY 2017 NCHS had 200 individual researcher agents. Of these, 26 individuals accessed the information off-site at the researcher's institution and 174 accessed data via NCHS controlled sites (e.g. a research data center).

### **Provision of information on NCHS compliance with the elements in Section IV of the CIPSEA Implementation Guidance concerning Requirements and Guidelines for Statistical Agencies or Organizational Units When Designating Agents to Acquire or Access Confidential Information Protected under CIPSEA. The agency's report should affirm its compliance with the following specific elements or note any exceptions or areas where the agency is working to come into full compliance:**

1. Contracts and Written Agreements: all contracts or agreements include the appropriate provisions in the Appendix of the CIPSEA Implementation Guidance. As a NCHS example, Attachment 5 contains language from a contract.

Physical and Information Systems Security: For research users of NCHS data, NCHS adopted the policy that data released to *another CDC Center* would not require a physical inspection as long as the NCHS Information Systems Security Officer (ISSO) was satisfied that the data would be treated in conformance with CDC security standards and that the requirement that CDC Policy will be adhered to is included in the original agency agreement. The result of this practice is that data held by another CDC Center would be subject to the same security as that at NCHS. In agreements with non-CDC Federal agencies, the NCHS ISSO was consulted and submitted to CDC detailed security certification and accreditation statements provided by the agency involved for final vetting by the CDC Chief Information and Privacy Officer. For all other agreements, the NCHS ISSO consulted directly with his counterpart in the other organizations to review security standards and policies.

NCHS is committed to conducting an inspection of non-federal off-site facilities at least once during the data access agreement period. In CY 2017 no off-site facilities were inspected since they had previously been inspected and found compliant.

2. Confidentiality Training: all agents are certified annually. All agreements stipulated the annual recertification of agents.
3. Record Keeping: the agency has records that identify all agents with access to confidential information. For all research agreements, the NCHS Confidentiality Office has records that identify those agents.

Per guideline instructions, this memorandum with attachments will be posted on the NCHS website.

Sincerely,

/Donna M. Miller/

Donna M. Miller, MS

cc:

Mr. Rothwell

Dr. Madans

Dr. Buie

Mr. McGough

**Attachment 1. NCHS Data Collection Activities conducted under CIPSEA (activities with an active clearance during 2017)**

OMB Clearance Number	Survey/Data Collection Name
0920-0212	National Hospital Care Survey
0920-0214	National Health Interview Survey
0920-0222	NCHS Questionnaire Design Research Laboratory
0920-0234	National Ambulatory Medical Care Survey
0920-0278	National Hospital Ambulatory Medical Care Survey
0920-0314	National Survey of Family Growth
0920-0943	Data Collection for the Residential Care Community and Adult Day Services Center Components of the National Study of Long-term Care Providers
0920-0950	National Health and Nutrition Examination Survey
0920-1015	National Ambulatory Medical Care Survey (NAMCS) National Electronic Health Record Survey (NEHRS)
0920-1030	Developmental Studies to Improve the National Health Care Surveys
0920-1063	NAMCS Supplement of Primary Care Policies (NSPCP) for Managing Patients with High Blood Pressure, High Cholesterol, or Diabetes
0920-1119	National Ambulatory Medical Care Survey Supplement on Culturally and Linguistically Appropriate Services (NAMCS CLAS)
0920-1176	National Health and Nutrition Examination Survey (NHANES) Longitudinal Study - Feasibility Component
0920-1208	Developmental Projects to Improve the National Health and Nutrition Examination Survey and Related Programs (Generic)

## Attachment 2. Example of confidentiality pledge under CIPSEA

### National Health and Nutrition Examination Survey

#### A. Confidentiality Brochure

The brochure contains detailed information on the confidentiality aspects of the survey including the statement “**Information gathered in NHANES is used only for statistical purposes.**”

#### B. Signed Consent Form

You have been chosen to take part in the National Health and Nutrition Examination Survey (NHANES), conducted by the National Center for Health Statistics, part of the Centers for Disease Control and Prevention (CDC). This research tells us about the health and nutrition of people in the United States. It combines an interview with a health exam. Our interviewer will ask questions about you and your family. Some questions are about your work and general health. Others are about health problems and other health topics. Health research using NHANES can be enhanced by combining your survey records with other data sources. The data gathered are used to link your answers to vital statistics, health, nutrition, and other related records. The questions today will take about one hour. We may contact you to check the work of your interviewer. We may contact you again for further studies.

Data gathered in this survey are used to study many health issues. We are required by law (read box below) to use your information for statistical research only and to keep it confidential.

You may take part in this survey or not. The choice is yours. You will not lose any benefits if you say no. If you choose to take part, you don't have to answer every question and you can stop the interview at any time.

We can do additional health research by linking the interview and exam data of everyone listed under “SP NAME” in the gray box below to vital statistics, health, nutrition, and other related records. May we try to link these survey records with other records?

Yes       No       N/A

Do you have more questions about the survey? You can make a toll-free call to the Senior Medical Officer at 1-800-452-6115, Monday-Friday, 7:30 AM-4:30 PM EST. If you have questions about your rights about being in the survey, call the Research Ethics Review Board at the National Center for Health Statistics, toll free, at 1-800-223-8118. Please leave a brief message with your name and phone number. Say that you are calling about Protocol # 2018-01. Your call will be returned as soon as possible.

\_\_\_\_\_  
Signature of person answering questions

\_\_\_\_\_  
Date

#### Box:

**Assurance of Confidentiality: We take your privacy very seriously. All information that relates to or describes identifiable characteristics of individuals, a practice, or an establishment will be used only for statistical purposes. NCHS staff, contractors, and agents will not disclose or release responses in identifiable form 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)) and the Confidential Information Protection and Statistical Efficiency Act of 2002 (CIPSEA, Title 5 of Public Law 107-347). In accordance with CIPSEA, every NCHS employee, contractor, and agent has taken an oath and is subject to a jail term of up to five years, a fine of up to \$250,000, or both if he or she willfully discloses ANY identifiable information about you. In addition, NCHS complies with the Federal Cybersecurity Act of 2015 (6 U.S.C. §§ 151 & 151 note). This law requires the federal government to protect federal computer networks by using computer security programs to identify cybersecurity risks like hacking, internet attacks, and**

**other security weaknesses. If information sent through government networks triggers a cyber threat indicator, the information may be intercepted and reviewed for cyber threats by computer network experts working for, or on behalf of, the government.**

### Attachment 3. Interagency Agreement for the Designation of Off-Site NCHS Agents

DEPARTMENT OF HEALTH AND HUMAN SERVICES  
Centers for Disease Control and Prevention  
National Center for Health Statistics

#### AGREEMENT BETWEEN NCHS AND [AGENCY] REGARDING DESIGNATION OF [AGENCY] STAFF **[and contractors if applicable]** AS NCHS AGENT(S) TO PERFORM STATISTICAL ACTIVITIES USING NCHS DATA

#### INTRODUCTION

The National Center for Health Statistics (NCHS) conducts statistical and epidemiological activities under authority granted by the Public Health Service Act (42 U.S.C. 242k). The **[Survey]** is conducted under this authority. Pursuant to the authority granted under Title V of PL 107-347 (the Confidential Information Protection and Statistical Efficiency Act, or CIPSEA) allowing NCHS to provide access to confidential information to designated agents, the NCHS designates **[Agency]** staff who have signed this agreement as NCHS agents and agrees to provide **[access to]****[Agency]** a data file from **[Survey]** containing

\_\_\_\_\_ *[ identify the data file(s) to be made available including the specific information it contains that could permit identification of individuals or establishments, such as identifiers for Census region, state, county or finer geographical units.]* A list of the variables provided is attached.

#### PURPOSE

The purpose of this agreement is to enable **[Agency]** to \_\_\_\_\_ *[describe the justification and purpose of the access]*. This effort will *[describe how this agreement will benefit NCHS and the Designated Agent]*.

#### BACKGROUND [or PROPOSED RESEARCH or ACTIVITY]

(a) Describe in detail

- The data NCHS is providing or requesting be acquired
- The research topic or collection activities or other activities and protocol
- How the data will be used
- Any plans for disseminating information, including products planned for public distribution

#### DATA SECURITY AND SAFEGUARDS

1. Access, storage and disposition of the data

The **[Survey]** has been certified at a moderate level of required protection for confidentiality, integrity, and availability. **[Agency]** agrees to provide adequate security arrangements for access to,

storage, and disposition of all files, extracts, printed listings; or outputs to prevent unauthorized use of these data. Security plans will comply with the requirements of the Federal Information Security Management Act (FISMA), and the Office of Management and Budget (OMB) guidelines. Documentation from [Agency] must be submitted to the NCHS Security Officer (ISSO) for review. The ISSO will approve the security arrangements if [Agency] systems have the same level of protection for confidential data provided by NCHS.

It is understood that authorized staff of NCHS may, upon request, be granted access to premises where [Survey] data files are kept or used for the purpose of inspecting data security arrangements

To preclude observation of confidential information by persons other than designated agents, [Agency] shall maintain all [Survey] 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 and restricted-use data that may permit identification of individuals or establishments are to be kept in locked containers when not in use.

NCHS permits storage of confidential data on portable media only under extraordinary circumstances. The NCHS Confidentiality Officer must approve the use of portable media for storage of confidential information in advance. Once written approval is obtained, the medium on which the files are stored (floppy disks, CD's, DVD's, flash drives, and removable hard drives) must be encrypted and kept in locked fireproof containers or, if maintained on a computer or external hard drive, access secured by all available means (including keyboard locks, passwords, encryption, etc. and office locks).

When confidential records are in use, whether by themselves or viewed on computer monitors, they must be kept out of the sight of persons not authorized to work with the records.

NCHS will be notified in advance of any change in [Agency] site access.

No confidential records may be removed from the [Agency]'s offices to an alternative worksite --including telecommuting worksite --or electronically accessed or sent via e-mail from such a site.

## 2. Data Transport

All data transmissions between the [Agency] and NCHS must utilize [CDC's SAMS (Secure Access Management Services )] [or describe other secure mechanism such as encrypted hard drive, etc that will be used for transmission]. Under no circumstances should such data be transmitted through electronic mail or fax.

## 3. Disclosure and Confidentiality

Being aware that they are subject to all of the requirements of both the Public Health Service Act and the Confidential Information Protection and Statistical Efficiency Act of 2002, and with the understanding that violation of the terms of this agreement is subject to conviction of a class E felony,

imprisonment and a fine of up to \$250,000, all persons on the attached list who will be granted access to [Survey] agree that:

- a. The NCHS data will be used only for purposes of health related research and statistical analysis. Unless specified in the agreement, no attempt will be made to learn the identity of individuals/establishments in the survey; and survey information will not be used in any way to directly affect any survey participant.
- b. In accordance with the provisions of CIPSEA, the only persons to be granted access privileges to the confidential [Survey] data will be those who: (a) are named in the list to be provided by the [Agency] Data Custodian as authorized to have access to [Survey] data as NCHS Designated Agents; (b) have been certified as having completed the NCHS training (hyperlink to training: <https://www.cdc.gov/nchs/training/confidentiality/training>); (c) read the NCHS confidentiality statute section 308(d) (42 U.S.C. 242m(d) of the Public Health Services Act, excerpts of Title V of PL 107-347 (CIPSEA), and the [Survey] assurance of confidentiality; and (d) completed the Affidavit of Nondisclosure. The person identified as [Agency's] Data Custodian will certify these conditions have been met.
- c. No identifiable NCHS data will be released to anyone other than the persons referred to in item 2. **[agency/organization] agrees to report any confirmed or suspected losses, including theft and unauthorized disclosure/access, of personally identifiable information (PII) from the NCHS data file(s) to the CDC Computer Security Incident Response Team's (CSIRT) 24 x 7 Emergency Number (1-866-655-2245) within one hour. After notifying CSIRT, [agency/organization] will notify the NCHS program representative (named below) with the incident number issued by CDC CSIRT. [agency/organization] will not communicate PII details via email.**
- d. Agency's designee [name] will be the custodian of the files and will be responsible for the observance of all conditions of use and for the establishment and maintenance of security arrangements to prevent unauthorized use of these files. It is the custodian's responsibility to notify NCHS:
  - a) when access to NCHS data is no longer needed,
  - b) if a change in site access is contemplated,
  - c) of the intent to modify the project's purpose, and
  - d) if these responsibilities are transferred. If responsibilities are to be transferred, notification must be made promptly and before such official transfer is made.
- e. At the conclusion of the project, but no later than one year from date agreement is signed [Agency] will either destroy or return to NCHS all data files, backup files, or derivative files containing [Survey] data that could permit identification of individuals or institutions. Official confirmation will be provided by the [Agency] data custodian named in item 4 above, of their return/destruction by completion of Attachment D, Part C within 30 days of the agreement expiration. Should [Agency] require additional time, a new agreement may be negotiated subject to approval of the NCHS Confidentiality Officer. *[Note: unless significant change is contemplated, the new agreement may take the form*

*of a simple memo, but should be initiated at least one month prior to the termination of the exiting agreement].*

- f. All reports based on [Survey], will be submitted prior to *public release* (whether as oral presentation, papers or publications) to the NCHS program representative for disclosure review. Failure to do so will be considered a violation of this agreement and access to [Survey] data will be immediately terminated.
- g. The NCHS program representative for this project is [name].
- h. The Designated Agent Agreement is valid starting from the date the NCHS Director approves and signs the agreement. The agreement terminates one year after this date or sooner if agreed upon by both parties. The DAA can be extended annually for up to three years, subject to approval from the NCHS Confidentiality Officer.

**SIGNATURES**

Director, [AGENCY]

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Print Name	Signature	Date
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Director, National Center for Health Statistics

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Print Name	Signature	Date
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Confidentiality Officer, National Center for Health Statistics

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Print Name	Signature	Date
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Program Representative, National Center for Health Statistics

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Print Name	Signature	Date
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Designated Agents, [AGENCY]

Custodian

\_\_\_\_\_  
Print Name                      Signature                      Date

Other Agents [**attach list if necessary**]

\_\_\_\_\_  
Print Name                      Signature                      Date

\_\_\_\_\_  
Print Name                      Signature                      Date

I have reviewed the security plans of [Agency]. These plans comply with the security requirements of FISMA, OMB guidelines, and CDC policy. The documentation from [Agency] indicates that the security system provides the same level of protection of confidential data as that provided by NCHS.

\_\_\_\_\_  
NCHS Information Systems Security Officer

Date: \_\_\_\_\_

## Affidavit of Non-Disclosure

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I, \_\_\_\_\_, do solemnly swear (or affirm) I will observe all policies and procedures to protect the confidentiality of data collected as set forth in the attached agreement between the National Center for Health Statistics and \_\_\_\_\_ that I will not disclose confidential information, either while an agent or after, contained in data files, lists, or reports created using National Center for Health Statistics data, as specified under Section 308(d) of the Public Health Service Act and under penalties set forth in §513 of the Confidential Information Protection and Statistical Efficiency Act of 2002 (PL 107-347, Title V), 44 U.S.C. 3501 note.

\_\_\_\_\_  
(Signature of Designated Agent)

Subscribed and sworn (or affirmed) before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

At \_\_\_\_\_ (city) \_\_\_\_\_ (state)

[SEAL]

\_\_\_\_\_  
(Signature)

My commission expires \_\_\_\_\_ Title (Officer/Notary Public) \_\_\_\_\_

Note: The oath of non-disclosure must be administered by a person specified in 5 U.S.C. §2903. The word “swear,” wherever it appears above, should be stricken out when the appointee elects to affirm rather than swear to the affidavit; only these words may be stricken, and only when the appointee elects to affirm the affidavit.

## Certification of Destruction of NCHS Data Files

**Note: To be completed by the agency custodian and returned to NCHS within 30 days of agreement expiration date.**

Designated Agent Agreement Expiration Date: \_\_\_\_\_

As the [Agency] custodian for the [insert project name], I affirm that all electronic and paper files for this project have been destroyed. The individual file names and data years are listed below:

File Name	Data Year(s)
_____	_____
_____	_____

(attach additional pages if needed.)

All derivative and back-up copies have been destroyed. Yes \_\_\_ No \_\_\_ If no, state reason below:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Data Custodian printed name  
and title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Return this signed form to the NCHS Program Representative [name and address]

\_\_\_\_\_

**Upon receipt at NCHS:**

I [insert NCHS program representative] certify that the list of files above includes all files provided by NCHS under the terms of this agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**NOTE: Provide a copy of this completed form to the NCHS Confidentiality Officer**

## **NCHS CONFIDENTIALITY LEGISLATION:**

### **(42 U.S.C. 242m(d) of the Public Health Service Act Section 308(d))**

“No information, if an establishment or person supplying the information or described in it is identifiable, obtained in the course of activities undertaken or supported under section 242b, 242k, or 242l of this title may be used for any purpose other than the purpose for which it was supplied unless such establishment or person has consented (as determined under regulations of the Secretary) to its use for such other purpose; and in the case of information obtained in the course of health statistical or epidemiological activities under section 242b or 242k of this title, such information may not be published or released in other form if the particular establishment or person supplying the information or described in it is identifiable unless such establishment or person has consented (as determined under regulations of the Secretary) to its publication or release in other form.”

## **CIPSEA LEGISLATION**

Title V of PL 107-347 (The E-Government Act of 2002) – Confidential Information Protection and Statistical Efficiency Act of 2002 (CIPSEA):

“Data or information acquired by an agency under a pledge of confidentiality for exclusively statistical purposes shall be used by officers, employees, or agents of the agency exclusively for statistical purposes..... (The data) shall not be disclosed by an agency in identifiable form, for any use other than an exclusively statistical purpose, except with the informed consent of the respondent.”

Concerning fines and penalties, the act states that:

“Whoever, being an officer, employee, or agent of an agency acquiring information for exclusively statistical purposes ... comes into possession of such information by reason of his or her being an officer, employee, or agent and, knowing that the disclosure of the specific information is prohibited under the provisions of this title, willfully discloses the information in any manner to a person or agency not entitled to receive it, shall be guilty of a class E felony and imprisoned for not more than 5 years, or fined not more than \$250,000, or both.”

**Certification of Completion of Confidentiality Training and Nondisclosure Affidavit**

I certify that persons named in the attached list as authorized to work with the data from [Survey] have:

- a. Completed the NCHS Confidentiality Training and provided a certificate of completion of training;
- b. Read the NCHS Confidentiality Statute (42 U.S.C. 242m(d) and CIPSEA);
- c. Read the [Survey] assurance of confidentiality; and
- d. Have signed the NCHS Nondisclosure Affidavit

\_\_\_\_\_  
Agency Custodian Signature

Date: \_\_\_\_\_

**Attachment 4. NCHS On-site Designated Agent (including RDC)**

(to be completed by NCHS staff and researcher)

(As required by the Privacy Act of 1974, the personal information being requested will be kept confidential and will be used only for the purpose of identifying a researcher who may be granted designated agent status. Providing the information is strictly voluntary; however, not providing it will prevent you from being considered for agent status.)

**Part A**

\_\_\_\_\_  
Name: last, first middle Date of Birth: month day year

\_\_\_\_\_  
Local home address: street, city, state, zip code

\_\_\_\_\_  
Legal address (if different from above) street, city, state, zip code

Home telephone number \_\_\_\_\_ Cell telephone number \_\_\_\_\_

Citizen of the United States           If not, Citizen of \_\_\_\_\_  
Yes No

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**Part B**

Reason for access to NCHS confidential files:  
\_\_\_\_\_  
\_\_\_\_\_

How long is agent expected to require access to NCHS confidential files:

From \_\_\_\_\_ To \_\_\_\_\_  
Mo Day Yr Mo Day Yr

NCHS employee supervising Designated Agent \_\_\_\_\_  
(signature) (date)

Confidentiality Officer \_\_\_\_\_  
(signature) (date)

**Part C**

**Affidavit of Non-Disclosure for on-site NCHS Designated Agent**

I, \_\_\_\_\_, do solemnly swear (or affirm) I will observe all policies and procedures to protect the confidentiality of data to which I will have access and that I will not disclose confidential information, either while an agent or after, contained in data files, lists, or reports created using National Center for Health Statistics data, as specified under section 308 (d) of the Public Health Service Act and under penalties\* set forth in §513 of the Confidential Information Protection and Statistical Efficiency Act of 2002 (PL 107-347, title V), 44 U.S.C. 3501 note.

\_\_\_\_\_  
(Signature of Designated Agent)

Subscribed and sworn (or affirmed) before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

At \_\_\_\_\_ (city) \_\_\_\_\_ (state)

[SEAL]

\_\_\_\_\_  
(Signature)

My commission expires \_\_\_\_\_ Title (Officer/Notary Public) \_\_\_\_\_

**Note:** The oath of non-disclosure must be administered by a person specified in 5 U.S.C. §2903. The word “swear,” wherever it appears above, should be stricken out when the appointee elects to affirm rather than swear to the affidavit; only these words may be stricken, and only when the appointee elects to affirm the affidavit.

\*Whoever, being an officer, employee, or agent of an agency acquiring information for exclusively statistical purposes, having taken and subscribed the oath of office, or having sworn to observe the limitations imposed by section 512, comes into possession of such information by reason of his or her being an officer, employee, or agent and, knowing that the disclosure of the specific information is prohibited under the provisions of this title, willfully discloses the information in any manner to a person or agency not entitled to receive it, shall be guilty of a **class E felony** and **imprisoned for not more than 5 years**, or fined not more than **\$250,000**, or both.

## **Attachment 5. Example of Contract Language**

### **Confidentiality Concerns**

The tasks outlined in this Statement of Work complies with the OMB Notice, published in the Federal Register on June 15, 2007, entitled “Implementation Guidance for Title V of the E-Government Act, Confidential Information Protection and Statistical Efficiency Act of 2002 (CIPSEA).” On page 33376, the notice includes an Appendix, entitled “Requirements for Contracts and Written Agreements for Agents Acquiring or Accessing Confidential Information under CIPSEA,” which states that federal contracts that require the collection of confidential information must contain certain details about how the confidential information will be handled.

This procurement is covered by applicable laws, including the Confidential Information Protection and Statistical Efficiency Act (CIPSEA) of 2002. The intent of CIPSEA was to standardize and strengthen the statutory protections for the confidentiality of individually identifiable data that were included in laws relating to the many statistical agencies of the federal government that collect statistical data. The law provides strong penalties, including fines of up to \$250,000 and up to 5 years in prison, for disclosure. It reinforces laws such as the Privacy Act, and Section 308(d) of the Public Health Service Act, which guarantees that data provided to CDC\NCHS shall not be disclosed without the respondent’s consent, the Privacy Act, and others.

As a part of the training for all contracted staff having access to the data, the contractor shall include awareness of staff responsibilities under CIPSEA, the Privacy Act of 1974 (5 U.S.C. 552a), and other applicable laws. The Contractor shall also ensure that all such staff have completed the following: 1) NCHS Confidentiality Training (<https://www.cdc.gov/nchs/training/confidentiality/training/>) and 2) Read and sign the mandated Contractor Non-Disclosure Affidavit.

### **Subtask item (SECTION IV – TASKS TO BE PERFORMED; Task 1 – Management, Subtask 1.3 –**

#### **Comply with information security and confidentiality requirements**

As a part of the training for all contracted staff having access to the data, the contractor shall include awareness of staff responsibilities under the Confidential Information Protection and Statistical Efficiency Act (CIPSEA), Privacy Act of 1974 (5 U.S.C. 552a), the Privacy Act Regulations (34 CFR Part 5b), and Section 308(d) of the Public Health Service Act (42 U.S.C. 242m(d)). The contractor shall also ensure that all such staff complete NCHS Confidentiality training at <https://www.cdc.gov/nchs/training/confidentiality/training/> and sign a Nondisclosure Affidavit (insert Attachment #). The contractor shall prepare and submit a memo to the COR that lists all persons who have completed NCHS Confidentiality Training and have also signed a Nondisclosure Affidavit. The contractor shall also send hardcopies of the NCHS Confidentiality Training certificates and original signed hardcopies of the Nondisclosure Affidavits. After the first memo is submitted, the contractor shall submit a memo on the last day of each month listing all new persons who have taken NCHS Confidentiality Training and signed an Affidavit along with the training certificate and original signed hardcopy of the Affidavit.