



## MEMORANDUM

**Date:** March 25, 2025

**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:** Jeongsoo Kim  
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 2024 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 2024.

The following statement appears on all 2024 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 2018 (CIPSEA, 44 U.S.C. 3561-3583). 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 and 151

note) which protects Federal information systems from cybersecurity risks by screening their networks.

Attachment 2 contains an example of an NCHS survey's consent language.

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

With the assistance of the NCHS Information Security Officer (ISO) 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 and contracts for off-site 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:

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 Security (ISO) 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 the NCHS affidavit of nondisclosure documenting CIPSEA and other legislatively-mandated confidentiality requirements. NCHS maintains 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 NCHS affidavit of nondisclosure.
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 public use microdata files prior to public release on the NCHS internet site. 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 Federal Statistical RDCs.

## Use of Agents Provision in CIPSEA

An example of a NCHS Designated Agent Agreement and NCHS CIPSEA contract language are provided in Attachments 3 and 4 respectively. The Research Data Center (RDC) Data Use Agreement and RDC Affidavit of Nondisclosure the can be viewed on the NCHS internet site, <https://www.cdc.gov/rdc/data/b4/rdc-data-b4-accessagreement.pdf> and <https://www.cdc.gov/rdc/data/b4/rdc-data-b4-DesignatedAgent-321.pdf>

### **Provision of the number of individual agents NCHS has designated during calendar year 2023 in the following categories:**

1. Contractors: In CY 2024, NCHS had 166 contract employee agents, who report to an NCHS Contracting Officer Representative, and 1,573 off-site contractor agents, who report directly to an external contract company. Approximately 95 percent of contractor agents were involved in data collection related activities.
2. Federal or State Agencies: In CY 2024, NCHS had designated agent agreements with 14 federal agencies/units. There were 2,180 federal agency/unit employee agents, of which 2,044 (94%) were Census or AHRQ staff involved in data collection or management activities on behalf of NCHS. There were no agents from a state agency.
3. Researchers: In CY 2024, NCHS had 834 individual researcher access 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 4 contains language from a contract.

Physical and Information Systems Security: For those accessing NCHS CIPSEA protected data under a Designated Agent Agreement, NCHS adopted the policy that data released to *another CDC Center or Federal agency* would not require a physical inspection as long as the NCHS Information Security Officer (ISO) was satisfied that the data would be treated in conformance with Federal security standards and that the requirement that Federal Policies will be adhered to is included in the original agency agreement. The result of this practice is that data held by another CDC Center or Federal agencies would be subject to the same security as that at NCHS. In agreements with non-CDC Federal agencies, the NCHS ISO 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 ISO 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. One off-site facility was inspected in CY2024.

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 Designated Agent 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:

Dr. Moyer

Dr. Greene

Mr. Craver

Dr. Branum

Mrs. King

Mr. McGough

**Attachment 1. NCHS Data Collection Activities Conducted Under  
CIPSEA (activities with an active clearance during 2024)**

OMB Clearance Number	Survey/Data Collection Name
0920-0212	National Hospital Care Survey (NHCS)
0920-0214	National Health Interview Survey (NHIS)
0920-0222	NCHS Questionnaire Design Research Laboratory
0920-0234	National Ambulatory Medical Care Survey (NAMCS)
0920-0314	National Survey of Family Growth (NSFG)
0920-0943	Data Collection for the Residential Care Community and Adult Day Services Center Components of the National Study of Long-term Care Providers (NPALS)
0920-0950	National Health and Nutrition Examination Survey (NHANES)
0920-1015	National Electronic Health Record Survey (NEHRS)
0920-1030	Developmental Studies to Improve the National Health Care Surveys (Generic)
0920-1208	Developmental Projects to Improve the National Health and Nutrition Examination Survey and Related Programs (Generic)
0920-1408	Rapid Surveys System (RSS)

## 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 following statement, ***“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 2018 (CIPSEA Public Law No. 115-435, 132 Stat. 5529 Sec. 302). 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 to the above cited laws, NCHS complies with the Federal Cybersecurity Enhancement Act of 2015 (6 U.S.C. §§ 151 and 151 note) which protects Federal information systems from cybersecurity risks by screening their networks.”***

#### B. Home Interview Consent

Welcome to the National Health and Nutrition Examination Survey, also known as NHANES. You have been selected to be part of this study which includes an interview and a health exam. This study is sponsored by the National Center for Health Statistics, part of the Centers for Disease Control and Prevention. The information I collect in this interview will be extremely valuable in understanding the health and nutrition of people in the United States.

**Before we begin the interview, we will ask you to tell us if you agree to proceed with the interview. This will be your verbal consent.**

#### Data Linkage Consent

We can do additional health studies by linking the interview and exam data of everyone who participates to vital statistics, health, nutrition, and other related records.

**We will ask if we can link these survey records with other records. This will be your verbal consent.**

#### Additional information for the home interview

1. **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 2018 (Title III of the Foundations for Evidence-Based Policymaking Act of 2018 (Pub. L. No. 115-435, 132 Stat. 5529 § 302)). 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.

## **Attachment 2. Example of Confidentiality Pledge Under CIPSEA**

- 2. Data Linkage Information** – By matching NHANES data with other health-related records, researchers can study health conditions like heart attacks and diabetes in depth. They can also better understand health care use and health care costs for all Americans. These findings will help doctors assist patients in making smart choices.
  
- 3. Do you have more questions about the survey?** You can make a toll-free call to the Chief 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 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 # 2021-05. Your call will be returned as soon as possible.

## Attachment 2. Example of Confidentiality Pledge Under CIPSEA

### C. MEC Consent Form

CONSENT/ASSENT AND PARENTAL PERMISSION FOR EXAMINATION AT THE MOBILE EXAMINATION CENTER

Print name of participant \_\_\_\_\_  
First Middle Last

#### PARENT OR GUARDIAN OF SURVEY PARTICIPANT WHO IS UNDER 18 YEARS OLD:

For the Parent or Guardian of the Survey Participant who is a minor (unless the participant is an emancipated minor)

I have read the Examination Brochure and the Health Measurements List, which explain the nature and purpose of the survey. I freely choose to let my child take part in the survey.

\_\_\_\_\_  
Signature of parent or guardian Date

#### FOR PARENT OR GUARDIAN OF SURVEY PARTICIPANT 12-17 YEARS (check the box):

- I agree to have my child's interview about his/her current health status, diet, and health behaviors recorded for quality control.
- I do not agree to have my child's interview about his/her current health status, diet, and health behaviors recorded for quality control.

#### SURVEY PARTICIPANT WHO IS 12 YEARS OLD OR OLDER:

I have read the Examination Brochure and the Health Measurements List, which explain the nature and purpose of the survey. I freely choose to take part in the survey.

\_\_\_\_\_  
Signature of participant Date

If you are 18 and older and do not want a written report of your exam results, check here .

#### SURVEY PARTICIPANT WHO IS 7-11 YEARS:

Your parents say you can take part in this special survey. You have just read about the survey in this booklet.

If you want to take part in the survey, write your name below.

\_\_\_\_\_

I observed the interviewer read this form to the person named above and he/she agreed to participate by signing or marking this form.

\_\_\_\_\_  
Witness (if required)

\_\_\_\_\_  
Date

Name of staff member present when this form was signed: \_\_\_\_\_

## Attachment 2. Example of Confidentiality Pledge Under CIPSEA

**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 2018 (Title III of the Foundations for Evidence-Based Policymaking Act of 2018 (Pub. L. No. 115-435, 132 Stat. 5529 § 302)). 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.

# Attachment 3 Designated Agent Agreement (DAA) 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/CONTRACTOR] REGARDING DESIGNATION OF [AGENCY/CONTRACTOR] 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 44 U.S.C. 3561-3583 (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/CONTRACTOR] staff who have signed the Affidavit of Non-Disclosure (Attachment 3a) and completed the NCHS Confidentiality Training (see section 3.B below) as NCHS agents. Attachment 3b shows a comprehensive list of variables that [AGENCY/CONTRACTOR] will be provided access to, and Attachment 3c shows the data files that [AGENCY/CONTRACTOR] maintains under this agreement.

### PURPOSE

The purpose of this agreement is to enable [AGENCY/CONTRACTOR] 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 collection activities or other activities and protocol
- How the data will be used
- Any plans for disseminating information, including products planned for public distribution

**Henceforth for the purposes of this agreement “NCHS project related materials” or “NCHS materials” refers to microdata files, paper documents, electronic files, photographic images, email communications, audio recordings, video recordings, or records of other kinds, including backup files and other records and/or documentation outlined in the statement of work in the contract or elsewhere between NCHS and the [AGENCY/CONTRACTOR]. Any restricted use [SURVEY] data, resultant [SURVEY] data files including paper documents, electronic files (e.g., microdata files, para data files, etc.), or records of other kinds, including backup tapes/files and other records and/or documentation outlined in the statement of work in the contract between NCHS and**

### Attachment 3 Designated Agent Agreement (DAA) for the Designation of Off-Site NCHS Agents

[AGENCY/CONTRACTOR], will be referred to as, “NCHS confidential data” or “confidential NCHS data.”

#### DATA SECURITY AND SAFEGUARDS

##### 1. Access, storage and disposition of the data

The [SURVEY] is part of the [FILL] system. The [FILL] processes sensitive information categorized as [Low/Moderate/High] for confidentiality and integrity per NIST SP 800-60 and FIPS-199. The [FILL] is periodically assessed by NCHS and CDC, in order to confirm that it has the appropriate security in place.

[Include when applicable: The OMB Clearance Number for the [SURVEY] is [XXXX-XXXX] (Exp. Date XX/XX/XXXX).]

[Include when applicable: [AGENCY/CONTRACTOR]’s systems security plan (SSP) was reviewed and approved by CDC’s Cybersecurity Program Office on XX/XX/XXXX.]

[AGENCY/CONTRACTOR] and their subcontractors agree to provide adequate security arrangements for access to, storage of, and disposition of all files, extracts, printed listings, paper forms, or outputs to prevent unauthorized use of confidential NCHS data. [AGENCY/CONTRACTOR]’s and subcontractors’ security plans will comply with the requirements of the Federal Information Security Management Act (FISMA), the Office of Management and Budget (OMB), and CDC by working with [NCHS DIVISION] Security Steward, NCHS Information Security Officer (ISO), NCHS Confidentiality Officer, the Contracting Officer Representative, and/or other CDC and NCHS security/privacy staff.

The NCHS Information Security Officer (ISO) or designee and [NCHS DIVISION] security steward will review and approve the security arrangements [AGENCY/CONTRACTOR] agrees to provide for confidential NCHS data to ensure the system has an appropriate level of protection for confidential data (e.g., respondent names, establishment names, addresses, etc.) as provided by NCHS and as established by meeting moderate level protection criteria. [AGENCY/CONTRACTOR] will not allow access to confidential NCHS data to persons outside of the United States. [AGENCY/CONTRACTOR] will not store NCHS confidential data on a cloud solution unless approved by the NCHS Information Security Officer and NCHS Confidentiality Officer at a later date. Furthermore, [AGENCY/CONTRACTOR] will detail how backups containing NCHS confidential data are completed in their System Security Plan. The backup process must be approved by the NCHS ISO and NCHS Confidentiality Officer. Only [AGENCY/CONTRACTOR] employees have access to servers, encryption keys, etc. NCHS confidential data backups are not mingled with non-NCHS data.

The [NCHS Division] Security Steward, NCHS Information Security Officer, and/or designee will review and approve the security arrangements [AGENCY/CONTRACTOR] and their subcontractors will provide for confidential NCHS data and backup files to ensure the system has an appropriate level of protection for restricted use data such as respondent or establishment names, addresses, phone numbers, and email addresses as provided by NCHS and as established by meeting moderate level protection.

### **Attachment 3 Designated Agent Agreement (DAA) for the Designation of Off-Site NCHS Agents**

To preclude observation of confidential information by persons other than designated agents, [AGENCY/CONTRACTOR] and their subcontractors shall maintain all confidential NCHS data that identifies respondents, establishments or from which establishments could be identified under lock and key. Although isolated workstations and printers are not required, proper precautions to protect confidential NCHS data must be taken. At each site where these items are processed or maintained, all confidential NCHS data that may permit identification of respondents or establishments are to be kept in secured areas when not in use.

NCHS permits storage of confidential NCHS data on portable media only under extraordinary circumstances. The NCHS Confidentiality Officer must approve the use of portable media for storage of confidential NCHS data in advance. Once written approval is obtained, the medium on which the files are stored (e.g., CD's, DVD's, flash drives, and removable hard drives) must be encrypted using FIPS 140-2 *as amended* or newer and kept in locked fireproof containers or, if maintained on a computer or external hard drive, access must be secured by all available means (including keyboard locks, passwords, encryption, etc. and office locks).

When confidential NCHS data are in use, whether by themselves or viewed on computer monitors, they must be kept out of sight of persons not authorized to work with the records. Computer screens showing confidential NCHS data must not be left unattended or in view when someone, who is not a designated agent, is standing by the laptop/monitor screen. Printouts containing confidential NCHS data must not be left at printers.

Except as needed for operational purposes, copies of confidential NCHS data (e.g., paper documents, electronic files, video records, or records of other kinds) are not to be made. Any duplicate copies made of confidential NCHS data are to be destroyed as soon as operational requirements permit, using appropriate means of destruction such as shredding, burning, and macerating, or for electronic media intended for reuse, deleting files and then overwriting so that confidential NCHS data cannot be recovered.

Access to confidential NCHS data files containing personally identifiable information such as respondent names and addresses, facility director names, facility director phone numbers, establishment names or addresses should be held to the minimum number deemed essential to perform the work outlined in the contract, kept in a highly secure manner, and kept only as needed to carry out the tasks outlined in the contract. Confidential NCHS data must be stored separately from non-confidential NCHS data. Access to confidential NCHS data files must be controlled by Active Directory using a least-privileged approach. Backup tapes/files containing confidential NCHS data files must be kept separate from backup tapes/files containing non-NCHS data files. Additional details are outlined in the contract between NCHS and [AGENCY/CONTRACTOR] in the "Comply with NCHS' Confidentiality Requirements" section. These requirements must also be met by [AGENCY/CONTRACTOR]'s subcontractors. [AGENCY/CONTRACTOR] will submit a memo to NCHS stating they certify their subcontractors meet all of NCHS' Confidentiality Requirements.

The Designated Agents must not share or output (tables, graphs, or maps) generated while using confidential NCHS data files with other [AGENCY/CONTRACTOR] or subcontractors' staff who are not Designated Agents of NCHS until the output has been reviewed and cleared by the NCHS program representative (named below) for disclosure risks (also see section 3.J below). Output and

### **Attachment 3 Designated Agent Agreement (DAA) for the Designation of Off-Site NCHS Agents**

documentation containing confidential NCHS data must also be physically secured in locked file rooms or cabinets when not in use.

It is understood that authorized staff of NCHS may, upon request, be granted access to premises where confidential NCHS data are kept or used for the purpose of inspecting data security arrangements. NCHS will be notified in advance of any change in [AGENCY/CONTRACTOR] or subcontractors' site access. Specifically, if the agreed upon systems security arrangements for access to and/or storage of confidential NCHS data files changes, NCHS will be notified immediately.

If records are maintained in electronic form, the medium on which files are stored (disks, CD-ROMS, DVDs, external hard drives, laptops) must be encrypted using Federal Information Processing Standards or FIPS 140-2 as amended standards and kept in a secure location, or, if maintained on a computer, access secured by all available means (including keyboard locks, passwords, encryption, etc.).

The approval of the Designated Agent Agreement is also contingent on the contractor and subcontractors not using the survey name in the URL name but will use the .gov domain for web-based data collections and selected PINs in conjunction with the original passcode. NCHS will provide more information on these requirements. The information should be included in the Security Assessment and Authorization documentation the contractor submits to the NCHS ISO to review.

#### **2. Data Transport**

All confidential NCHS data transmissions between [AGENCY/CONTRACTOR] and NCHS will utilize the CDC Secure Access Management System (SAMS) or other approved secure transfer methods approved by the NCHS ISO and NCHS Confidentiality Officer. Any data transmissions between the [AGENCY/CONTRACTOR] and any subcontractors must also use approved secure transfer methods approved by the NCHS ISO and NCHS Confidentiality Officer. **[or describe other secure mechanism such as encrypted hard drive, etc. that will be used for transmission and is approved by the NCHS ISO].**

#### **3. Disclosure and Confidentiality**

It should be clearly understood that the number of persons with access to confidential NCHS data must be kept to a necessary minimum and a clear justification for their inclusion must be provided. Being aware that they are subject to all of the requirements of both Section 308(d) of the Public Health Service Act and the Confidential Information Protection and Statistical Efficiency Act (CIPSEA) of 2018, and with the understanding that violation of the confidentiality 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 confidential NCHS data agree that:

- A. The confidential NCHS data will be collected and accessed only for statistical purposes including data collection, data integration, and data storage. The confidential NCHS data will not be used in any way to directly affect any individual and/or establishment including any administrative or judicial purposes.
- B. In accordance with the provisions of CIPSEA, the only persons to be granted access privileges to the confidential NCHS data will be those who:

### **Attachment 3 Designated Agent Agreement (DAA) for the Designation of Off-Site NCHS Agents**

- i. Are named in the agent, biannual listing to be provided by the [AGENCY/CONTRACTOR] Data Custodian as authorized to have access to confidential NCHS data as NCHS Designated Agents;
- ii. Have completed the Affidavit of Non-Disclosure (Attachment 3a);
- iii. Read the NCHS confidentiality statute section 308(d) (42 U.S.C. 242m(d) of the Public Health Services Act and excerpts of 44 U.S.C. 3561-3583 (CIPSEA) (Attachment 3d);
- iv. Read the [SURVEY] assurance of confidentiality (Attachment 3e); and
- v. Have been certified as having completed the NCHS training (hyperlink to training: <https://www.cdc.gov/nchs/training/confidentiality/training/>);
  - i. Submit a certificate of completion for each agent.

The [AGENCY/CONTRACTOR] Data Custodian (named in 3.D below) will also complete and submit to NCHS the Certification that Confidentiality Rules Have Been Reviewed by NCHS Designated Agents Form (Attachment 3f) with the designated agent paperwork outlined in item 3.B (above). Additionally, the [AGENCY/CONTRACTOR] Data Custodian will annually certify these conditions have been met for all agents, including subcontractors, and will maintain all required agent paperwork onsite at [AGENCY/CONTRACTOR]'s offices.

[AGENCY/CONTRACTOR] will provide NCHS with electronic copies of the paperwork and the original, signed affidavit of nondisclosure (Attachment 3a). Agent paperwork should be retained for a minimum of two years.

Information Technology personnel who may not have direct contact with NCHS confidential information but are responsible for the protection of the information from use for nonstatistical purposes and for ensuring appropriate security must also complete NCHS confidentiality requirements.

- C. For any new person assigned to the project during the period of performance, [AGENCY/CONTRACTOR] is required to have each person accessing confidential NCHS data view NCHS training materials and complete forms as described in 3.B (above) prior to accessing any confidential NCHS data.

A list of [AGENCY/CONTRACTOR] employees and their subcontractors with access to confidential NCHS data will be maintained by [AGENCY/CONTRACTOR]. This document should include names of [AGENCY/CONTRACTOR] employees and their subcontractors with access to confidential NCHS data, dates the NCHS confidentiality training was completed, and date the NCHS Affidavit of Nondisclosure was signed. This listing will be submitted to NCHS when this agreement is signed and on a biannual basis (second Friday in January and July), or when NCHS requests the listing. NCHS will provide [AGENCY/CONTRACTOR] with a sample agent list.

No NCHS data covered under this Agreement will be accessed by anyone or shared with anyone other than the NCHS Designated Agents identified by the [AGENCY/CONTRACTOR] Custodian.

- D. [AGENCY/CONTRACTOR]'s designee, [NAME OF AGENCY/CONTRACTOR DATA CUSTODIAN], will be the custodian of the confidential NCHS data and will be responsible for

### Attachment 3 Designated Agent Agreement (DAA) for the Designation of Off-Site NCHS Agents

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:

- i. When access to confidential NCHS data is no longer needed;
- ii. If a change in site access is contemplated;
- iii. Of the intent to modify the project's purpose; and
- iv. If these responsibilities are transferred. If responsibilities are to be transferred, notification must be made promptly and before such official transfer is made.

E. On an annual basis:

- i. NCHS and [AGENCY/CONTRACTOR] will review and update this agreement if necessary.
- ii. [AGENCY/CONTRACTOR] must submit a Designated Agent Agreement (DAA) extension request at least six weeks prior to the DAA termination date if an extension to the current agreement is going to be requested. The NCHS Confidentiality Officer will assist [AGENCY/CONTRACTOR] with preparing the extension request;
- iii. [AGENCY/CONTRACTOR] and the NCHS program representative will submit a DAA Memo to document any changes to the terms and conditions set forth in the original DAA. These changes may include personnel changes, or data storage and access changes. This memo must be submitted to the NCHS Confidentiality Officer and include documentation detailing the server locations of NCHS confidential data files including back-up files. This documentation will be used to determine if all NCHS confidential data files and back-up files are either returned and/or destroyed at the end of the period of performance or upon NCHS request;
- iv. [AGENCY/CONTRACTOR] will ensure that there is at least one steward of these files who will execute the provisions of this agreement;
- v. [AGENCY/CONTRACTOR] staff will complete the required NCHS confidentiality training in Item 3.B (above);
- vi. [AGENCY/CONTRACTOR] will review and update the list of project files maintained under this DAA (Attachments 3b, and 3c); and
- vii. NCHS reserves the right to terminate the agreement (see below termination clause).

F. Confidential NCHS data covered under this Agreement will not be accessed by anyone other than the NCHS Designated Agents identified by the [AGENCY/CONTRACTOR] Custodian. **All requests for confidential NCHS data from any other party (e.g., Freedom of Information Act request) will be referred immediately to NCHS.**

G. [AGENCY/CONTRACTOR] agrees to report any confirmed or suspected losses, including theft and unauthorized disclosure/access, of personally identifiable information (PII) from the NCHS confidential 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** of discovery. Additionally, [AGENCY/CONTRACTOR] agrees to prepare a list of all NCHS confidential data variables/elements involved in the incident. Lastly, after notifying CSIRT, [AGENCY/CONTRACTOR] will notify the NCHS program representative (named below) with the incident number issued by CDC CSIRT and provide the list of all NCHS confidential data variables/elements involved in the incident. [AGENCY/CONTRACTOR] will not

### Attachment 3 Designated Agent Agreement (DAA) for the Designation of Off-Site NCHS Agents

communicate confidential NCHS data (e.g., survey respondent names, geographical identifiers, detailed race, and income) via email.

- H. At the conclusion of this agreement and/or contract, [AGENCY/CONTRACTOR] will return to NCHS all NCHS confidential data including derivative files that could permit identification of [SURVEY] respondents and establishments, and any backup files. Project communications will be destroyed according to the destruction schedule. Official confirmation will be provided by the [AGENCY/CONTRACTOR] Data Custodian named in item 3.D above of their return/destruction by completing Attachment 3g when the contract expires. Additional data sanitization protocols to be completed are outlined in [AGENCY/CONTRACTOR]'s System Security Plan. **All backup tapes/files containing NCHS project related materials must be destroyed at the end of the contract regardless of the contractor's or subcontractor's records management schedule.**
- I. Reports prepared by [AGENCY/CONTRACTOR] and their subcontractors that incorporate confidential NCHS data will not be made publicly available. Reports incorporating non-identifiable data (e.g., aggregated number of sample lines released, resolution and response rates) that may be produced routinely by [AGENCY/CONTRACTOR] and their subcontractors to monitor progress are appropriate to distribute to the NCHS COR responsible for ensuring sound management of the contract. All annual reports related to the data deliveries and produced by [AGENCY/CONTRACTOR] and their subcontractors will be transmitted securely if they contain confidential data and destroyed when no longer needed. Failure to do so will be considered a violation of this agreement.
- J. [AGENCY/CONTRACTOR] and subcontractors shall not tabulate, analyze, release, or use the data acquired under contract for oral/poster presentations, reports, or publications without prior written approval of the NCHS Contracting Officer's Representative (COR) and the NCHS Confidentiality Officer. No oral/poster presentations, reports, or publications on data collected under the contract may be authorized by [AGENCY/CONTRACTOR] and subcontractors without prior written approval of the NCHS COR and the NCHS Confidentiality Officer. Any approved oral/poster presentations, reports, or publications will adhere to all appropriate CDC clearance procedures. [AGENCY/CONTRACTOR] and subcontractors will provide all tabulations and reports solely to the COR or their designee.
- K. [AGENCY/CONTRACTOR] will annually submit a Designated Agent Agreement (DAA) Memo to document any changes to the terms and conditions set forth in the original DAA. These changes may include access to new datasets, personnel changes, or data storage and access changes. Additionally, the memo will include a data inventory detailing where confidential NCHS data and backup tapes/files are stored. This memo must be submitted to the NCHS Confidentiality Team, [NCHS\\_DATA\\_Sharing@cdc.gov](mailto:NCHS_DATA_Sharing@cdc.gov), phone: 301.458.4135.
- L. The NCHS program representative for this project is [Name].
- M. [AGENCY/CONTRACTOR] will consult with NCHS prior to engaging any contractors/subcontractors hired to complete any work related to this agreement. The consultation will determine if a modification to this agreement is required and/or if additional security artifacts need to be submitted to the NCHS ISO.

### **Attachment 3 Designated Agent Agreement (DAA) for the Designation of Off-Site NCHS Agents**

#### 4. Rescinded approvals

In the event [AGENCY/CONTRACTOR] or its contractor fails to comply with existing and dynamic CDC's security and privacy requirements and CDC or NCHS Security Officials (e.g., NCHS Information Security Officer, NCHS Confidentiality Officer, NCHS Director, etc.) determines the system collecting, storing, and processing confidential NCHS data is not appropriately secured or complying with NCHS security and privacy officials' instructions, the NCHS signatories may rescind their approvals of the Designated Agent Agreement (DAA). In the event that any signatory rescinds approval, the DAA is no longer valid, and all data collection and processing must cease until the security and privacy concerns are addressed and the DAA is validated again.

#### 5. Access to Confidential NCHS Data While Working Remotely

[AGENCY/CONTRACTOR] staff approved to complete work under this agreement ("Designated Agents") and who access non-CDC CIPSEA-Compliant Systems<sup>1</sup> will be permitted to telework or work remotely 100% of their time while accessing confidential NCHS data only after receiving written approval from the NCHS COR and NCHS Confidentiality Officer. Designated Agents are only permitted to telework or work remotely from locations in the 50 U.S. states and the District of Columbia. Designated Agents accessing confidential NCHS data are not permitted to connect to a non-CDC CIPSEA Compliant System using open Wi-Fi Hotspots such as cafés, restaurants, libraries, or airports. These types of Wi-Fi Hotspots are not considered secure for accessing and processing confidential NCHS data. Use of personal computer equipment is not permitted when accessing NCHS project related materials and is a DAA violation.

Additional criteria the contractor organization must meet to permit Designated Agents to access confidential NCHS data while teleworking or working remotely includes:

- Contractor will provide their organizational telework and remote work policy to NCHS for review. In this agreement, [AGENCY/CONTRACTOR]'s information and security policy, telework hybrid agreement, and teleworker guidelines constitute, the "telework and remote work policy."
- Contractor understands NCHS can immediately withdraw approval of permitting Designated Agents access to confidential NCHS data while teleworking or working remotely if at any time NCHS determines confidential NCHS data are being accessed in a manner that may compromise the security of the data and the confidentiality of the respondents or establishments.
- Contractor will send email reminders, at least biannually, to all Designated Agents accessing confidential NCHS data reminding them of the importance of safeguarding confidential NCHS data regardless of where the contractor is working. The contractor will send copies of these emails to the NCHS Confidentiality Officer at NCHSconfidentiality@cdc.gov and the COR.

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<sup>1</sup> System that has been evaluated and approved to process CIPSEA Moderate level information by all of the following NCHS and CDC security officials (i.e., NCHS Information Systems Security Officer, NCHS Confidentiality Officer, CDC Chief Information Security Officer, CDC Chief Information Officer).

### **Attachment 3 Designated Agent Agreement (DAA) for the Designation of Off-Site NCHS Agents**

- Contractor will immediately notify the COR, the NCHS Confidentiality Officer, and the NCHS Information Security Officer if their non-CDC CIPSEA-Compliant System or its host network malfunctions to potentially expose or put confidential NCHS data at risk and non-Designated Agents are required to perform inspection or repair. This notification will occur, preferably, prior to inspection and repair. Reports of this nature do not require an actual breach to occur as in section 3.G and reports of this nature need only be made to NCHS project staff, not CSIRT.

If [AGENCY/CONTRACTOR] hires subcontractors to complete work under the contract, the contractor organization is responsible for ensuring the subcontractors meets all NCHS' systems security and remote access requirements as outlined in the executed contract, Statement of Work, and approved DAA. NCHS will require the contractor to submit an email to the NCHS Confidentiality Officer and NCHS Information Security Officer stating the subcontractors meets all of NCHS' systems security, remote access, and confidentiality requirements. All subcontractors are approved to access confidential NCHS data while working remotely only after NCHS approves the request and the subcontractors have been made Designated Agents.

#### 6. Rescinded Approvals

In the event [AGENCY/CONTRACTOR] fails to comply with CDC's existing and dynamic security and privacy requirements and CDC or NCHS Security Officials (e.g., NCHS Information Security Officer, NCHS Confidentiality Officer, NCHS Director, etc.) determines the system collecting, storing, and processing confidential NCHS data is not appropriately secured or complying with NCHS security and privacy officials' instructions, the NCHS signatories may rescind their approvals of the Designated Agent Agreement (DAA). In the event that any signatory rescinds approval, the DAA is no longer valid, and all data collection and/or processing must cease until the security and privacy concerns are addressed and the DAA is validated again.

#### 7. Termination Clause

The Designated Agent Agreement can be terminated by NCHS, [AGENCY/CONTRACTOR], or both parties. In the event the DAA is terminated, the tasks outlined in the contract between NCHS and [AGENCY/CONTRACTOR] involving storing and accessing confidential NCHS data, can no longer be completed. Written notice must be provided at least two weeks prior to the termination date. The written notice should include the effective date, reason for termination, and, in the case of partial termination, the portion to be terminated. [AGENCY/CONTRACTOR] must certify destruction of confidential NCHS data as described in section 3.8 above.

#### 8. Returning the Designated Agent Paperwork and Signed Agreement.

The [AGENCY/CONTRACTOR] Data Custodian (named in 3.4 above) must return the original, signed copies of the Designated Agents' paperwork (outlined in 3.2 above) and the original, signed copy of the Designated Agent Agreement to the address below. The [AGENCY/CONTRACTOR] Data Custodian must also maintain copies of the paperwork submitted to NCHS.

National Center for Health Statistics (NCHS)  
NCHS Confidentiality Officer, room #2582

**Attachment 3 Designated Agent Agreement (DAA) for  
the Designation of Off-Site NCHS Agents**

Attn. Donna Miller  
3311 Toledo Road  
Hyattsville, MD, 20782  
Phone: 301-458-4135  
Email: [NCHS\\_DATA\\_Sharing@cdc.gov](mailto:NCHS_DATA_Sharing@cdc.gov)

**Attachment 3 Designated Agent Agreement (DAA) for  
the Designation of Off-Site NCHS Agents**

**SIGNATURES**

**[SIGNATORY TITLE], [AGENCY/CONTRACTOR]**

**[Name] Digital Signature**

Data Custodian, [AGENCY/CONTRACTOR]

**[Name] Digital Signature**

Program Representative, National Center for Health Statistics

**[Name] Digital Signature**

Confidentiality Officer, National Center for Health Statistics

**[Name] Digital Signature**

Director or Designee, National Center for Health Statistics

**[Name] Digital Signature**

[Division Security Steward], National Center for Health Statistics

**[Name] Digital Signature**

Information Security Officer, National Center for Health Statistics

**[Name] Digital Signature**

Telephone: 301-458-4788

**Other Agents**

## Attachment 3a. Designated Agent Agreement (DAA) for the Designation of Off-Site NCHS Agents

### NCHS Affidavit of Nondisclosure for Non-NCHS Staff

#### DEPARTMENT OF HEALTH & HUMAN SERVICES Centers for Disease Control and Prevention

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National Center for Health Statistics  
3311 Toledo Road  
Hyattsville, Maryland 20782

The National Center for Health Statistics collects, compiles, and publishes general purpose vital and health statistics which serve the needs of all segments of the health and health related professions. The success of the Center's operations depends upon the voluntary cooperation of States, of establishments, and of individuals who provide the information required by Center programs under an assurance that such information will be kept confidential and be used only for statistical purposes.

NCHS is subject to the **Privacy Act** and operates under the authority and restrictions of **Section 308(d)** of the **Public Health Service Act** and **Confidential Information Protection and Statistical Efficiency Act or CIPSEA (44 U.S.C. 3561-3583)** which provides in summary that information obtained under a pledge of confidentiality may be used only for the purpose for which it was supplied, and may not be disclosed, published or released in identifiable form to anyone not authorized to receive it unless the establishment or person supplying the information has consented.

The laws excerpted below provide penalties for unauthorized disclosure of confidential information.

**Privacy Act of 1974, 5 U.S.C. section 552a(i)(1):** "Any officer or employee of an agency, who by virtue of his employment or official position, has possession of, or access to, agency records which contain individually identifiable information the disclosure of which is prohibited by this section or by rules or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, **shall be guilty of a misdemeanor and fined not more than \$5,000.**" Paragraph m(1) of section 552a further states that "(1) When an agency provides by a contract for the operation by or on behalf of the agency of a system of records to accomplish an agency function, the agency shall, consistent with its authority, cause the requirements of this section to be applied to such system. For purposes of subsection (i) of this section any such contractor and any employee of such contractor, if such contract is agreed to on or after the effective date of this section, shall be considered to be an employee of an agency."

**Confidential Information Protection and Statistical Efficiency Act or CIPSEA (44 U.S.C. 3561-3583):** "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, 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.**"

*Your signature below indicates that you have read the above statutes and agree to protect the confidentiality of NCHS data collected under these statutes.*

- I affirm I will observe all policies and procedures to protect the confidentiality of NCHS data I access and that I will not disclose confidential information contained in data files, lists, or reports created using NCHS data, as specified under Section 308(d) of the Public Health Service Act, and under penalties set forth in the Privacy Act and 44 U.S.C. 3561-3583 (CIPSEA).
- I will not release confidential data to any other person or organization without the permission of NCHS.
- I will access confidential NCHS data only from the offices of my organization unless otherwise authorized.

**Attachment 3a. Designated Agent Agreement (DAA) for  
the Designation of Off-Site NCHS Agents**

**NCHS Affidavit of Nondisclosure for Non-NCHS Staff**

- I am bound by the conditions stated in the executed Designated Agent Agreement with NCHS for the confidential NCHS data I access.

Name:

Organization:

Digital Signature:

**Attachment 3b. Designated Agent Agreement (DAA) for  
the Designation of Off-Site NCHS Agents**

**Variables that [AGENCY/CONTRACTOR] Maintains Under the Agreement**

Year/Quarter	Variable Name	Description/Question

**Attachment 3c. Designated Agent Agreement (DAA) for  
the Designation of Off-Site NCHS Agents**

**Data Files that [AGENCY/CONTRACTOR] Maintains Under the Agreement**

<b>Data File</b>	<b>Description</b>	<b>Types of Data</b>	<b>Planned Destruction Date</b>	<b>Actual Destruction Date</b>

## **Attachment 3d. Designated Agent Agreement (DAA) for the Designation of Off-Site NCHS Agents**

### **NCHS Confidentiality Legislation**

#### **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**

44 U.S.C. 3561-3583 – Confidential Information Protection and Statistical Efficiency Act of 2018 (CIPSEA):

§ 3572. Confidential information protection

##### **(c) DISCLOSURE OF STATISTICAL DATA OR INFORMATION.—**

“(1) Data or information acquired by an agency under a pledge of confidentiality for exclusively statistical purposes 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.”

§ 3572. Confidential information protection

“(f) FINES AND PENALTIES.— “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 this section, 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 subchapter, 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 3e. Designated Agent Agreement (DAA) for the Designation of Off-Site NCHS Agents**

### **NCHS 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) and the Confidential Information Protection and Statistical Efficiency Act (44 U.S.C. 3561-3583)). 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 and 151 note) which protects Federal information systems from cybersecurity risks by screening their networks.

**Attachment 3f. Designated Agent Agreement (DAA) for  
the Designation of Off-Site NCHS Agents**

**Certification that Confidentiality Rules Have Been Reviewed by NCHS Designated  
Agents**

**To be completed by the [AGENCY/CONTRACTOR] Custodian of the confidential NCHS data:**

This memo certifies that the NCHS confidentiality materials have been seen/read by all persons listed as having access to confidential NCHS data identified in the Designated Agent Agreement of the [AGENCY/CONTRACTOR] and NCHS.

I certify that persons named in the attached list as authorized to work with the confidential NCHS data have:

1. Completed the NCHS Affidavit of Nondisclosure (Attachment 3a);
  2. Read the NCHS Confidentiality Statute (42 U.S.C. 242m(d)) and CIPSEA (Attachment 3d);
  3. Read the [SURVEY] assurance of confidentiality (Attachment 3e);
- a) Completed the NCHS Confidentiality Training (hyperlink:  
<https://www.cdc.gov/nchs/training/confidentiality/training/>);
- b) Submit a certificate of completion for each agent.

Agency Custodian Digital Signature

The [AGENCY/CONTRACTOR] data custodian is responsible for completing and submitting the agent listing on a biannual basis. This document includes the list of [AGENCY/CONTRACTOR] employees and their subcontractors with access to confidential NCHS data, dates the NCHS confidentiality training was completed, and date the NCHS Affidavit of Nondisclosure was signed.

**Attachment 3g. Designated Agent Agreement (DAA) for  
the Designation of Off-Site NCHS Agents**

**Certification of Destruction of NCHS Data Files**

**Note: To be completed by the [AGENCY/CONTRACTOR] custodian and returned to NCHS when the contract expires.**

Designated Agent Agreement Expiration Date:

As the [AGENCY/CONTRACTOR] custodian for the data collection of confidential NCHS data, I affirm that all electronic and paper files for this project have been destroyed or returned to NCHS. The individual project file names and data years are listed below:

File Name	Data Year(s)
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\_\_\_\_\_  
(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

Digital Signature

Return this signed form to the NCHS Program Representative, [NAME], [ADDRESS]

**Upon receipt at NCHS:**

I, [NAME OF NCHS PROGRAM REPRESENTATIVE], certify that the list of project files above includes all files accessed by [AGENCY/CONTRACTOR] under the terms of this agreement.

Digital Signature

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

## Attachment 4: Example NCHS CIPSEA Contract Language

### Confidentiality Concerns

The confidentiality requirements described in this section ensure NCHS data are protected in accordance with Title III, the Confidential Information Protection and Statistical Efficiency Act or CIPSEA (44 U.S.C. 3561-3583). CIPSEA requirements are in addition to the information/privacy requirements under FISMA and the information security/privacy requirements outlined elsewhere in this SOW. No system will be approved for processing NCHS CIPSEA protected data until the CIPSEA requirements outlined in this section are met and NCHS issues approval. This approval is separate and distinct from CDC's Security Assessment & Authorization Process.

*Confidentiality Laws* – NCHS data accessed under this task order are collected under confidentiality statutes including 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(d)] which prohibits NCHS from using any personal information for any purpose other than what was described during the informed consent process and from sharing that information with anyone not clearly identified during the informed consent process. Additionally, NCHS data are protected by Title III, the Confidential Information Protection and Statistical Efficiency Act (CIPSEA), of the Foundations for Evidence-Based Policymaking Act of 2018 which was codified in 2019 (44 U.S.C. 3561-3583). CIPSEA provides for stiff fines and imprisonment for violations of confidentiality. Persons who willfully disclose the NCHS confidential information accessed under this contract 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. CIPSEA 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 or establishment's consent.

The tasks outlined in this Statement of Work comply with the Confidential Information Protection and Statistical Efficiency (CIPSEA) Act Implementation Guidelines ([https://obamawhitehouse.archives.gov/sites/default/files/omb/assets/omb/inforeg/proposed\\_cispea\\_guidance.pdf](https://obamawhitehouse.archives.gov/sites/default/files/omb/assets/omb/inforeg/proposed_cispea_guidance.pdf), page 32). This is the most recent CIPSEA implementation guidance published by the Office of Management and Budget. The guidance includes an Appendix A entitled, Requirements for Contracts and Written Agreements for Agents Acquiring or Accessing Confidential Information under CIPSEA. It states that federal contracts that require the collection of confidential information must contain certain details about how the confidential information will be handled. All data collection, handling, transmittal, and storage procedures must comply with CDC/NCHS regulations for the protection of subjects. A Designated Agent Agreement (DAA) between NCHS and the contractor will be executed.

*Confidentiality Training* – The contractor (and any subcontractor) shall ensure that all such staff complete NCHS Confidentiality training at <https://www.cdc.gov/nchs/training/confidentiality/training/> and sign the NCHS affidavit of nondisclosure annually. The contractor (and any subcontractor) shall prepare and submit a memo to the NCHS Contracting Officer (COR) that lists all persons who have completed NCHS Confidentiality training and have also signed the NCHS affidavit of nondisclosure. The contractor (and any subcontractor) shall also send the COR paper and electronic copies of the NCHS Confidentiality training certificates with each person's name on it and the date the training was completed as well as the signed copies of the affidavits of nondisclosure. After the first memo is submitted, the contractor (and any subcontractor) shall submit a memo semi-annually, as specified by

## **Attachment 4: Example NCHS CIPSEA Contract Language**

the COR, listing all persons completing tasks under the contract and the dates they completed NCHS Confidentiality training and signed the NCHS affidavit of nondisclosure.