

## DATA USE AGREEMENT

### AGREEMENT BETWEEN THE STATE OF NEW HAMPSHIRE DEPARTMENT OF EMPLOYMENT SECURITY (NHES)

And

THE U.S. CENSUS BUREAU

For

USE OF CONFIDENTIAL NHES ADMINISTRATIVE RECORDS

Under

THE LOCAL EMPLOYMENT DYNAMICS (LED) PARTNERSHIP

#### I. BACKGROUND

The Census Bureau, a component of the U.S. Department of Commerce, launched the Longitudinal Employer-Household Dynamics (LEHD) Program in 1998 to create new, innovative statistical products based on linked employer-household data.

Since 2000, the Census Bureau has also entered into agreements with individual states, the District of Columbia, and eligible U.S. territories (hereafter Partners) respectively to share data under the Local Employment Dynamics (LED) Partnership (hereafter Partnership). Under the Partnership agreements, the Partner supplies specific historical and ongoing administrative records on workers and employers to the Census Bureau. In return, the Census Bureau integrates the state data with other data sources to build a longitudinal data infrastructure and produce new and previously unavailable data about the dynamics of local employment and locations of jobs and workers.

In order to ensure the continuing integrity, security, and confidentiality of information contributed by the **NHES** and to permit appropriate disclosure and use of such data as permitted by law and under the terms of the Partnership, the **NHES** and the Census Bureau enter into this Agreement in accordance with:

- Section II provisions that are common to all Partners under the LED Partnership covering all 50 states, the District of Columbia, and eligible U.S. territories;
- Section III provisions that are applicable specifically to the **NHES**,
- The attestations of the Section IV signatories,
- Attachment A: U.S. Census Bureau Confidentiality Certification,
- Attachment B: UI-Wage Record and ES-202/QCEW File Layouts,
- Attachment C: Addendum Agreement on External Research Projects,
- Attachment D: State Partner Contact List,
- Attachment E: Applicable State Laws,
- Attachment F: Census Bureau Computing Facilities, and
- Attachment G: Rules of Behavior.

The NHES and the Census Bureau enter into this Agreement under these guiding principles:

- **Partnership.** The NHES and the Census Bureau will operate with mutual respect and maintain continuing communications. They will cooperate and coordinate, whenever practically feasible, on the release of relevant information that uses national, state, and sub-state levels of data to improve understanding of the dynamics of the national and state labor markets and economies. All such releases will strictly protect confidentiality.
- **Innovation.** The NHES and the Census Bureau will actively pursue and create new, useful data, products, methods, approaches, and insights in meeting and exceeding the purpose of the Partnership.
- **Quality.** The NHES and the Census Bureau will strive for top quality in data, products, operation, and every aspect of the agreement, and are committed to make continuous improvements.
- **Confidentiality.** The NHES and the Census Bureau are committed to protecting the confidentiality of the data that are the subject of this agreement. All data provided by the Partner to the User and identified as sensitive and confidential shall be treated as such by the Census Bureau and will be protected by the confidentiality provisions of Title 13, U.S. Code. All Census Bureau employees or Special Sworn Staff (SSS) individuals are subject to the penalties under Title 13, U.S. Code, for unauthorized disclosure of the data. Such penalties include a fine of up to \$250,000, and/or up to five years in prison.

The LED Steering Committee, first established in 2004, will continue to serve as a medium to foster cooperation under these guiding principles. The LED Steering Committee is comprised of representatives of the Census Bureau and representatives of the state employment statistics directors referred to in Section 309 of the Workforce Investment Act of 1998. The Steering Committee will operate under established bylaws, available at <http://lehd.did.census.gov/led/partnersonly/committee.html>.

This Agreement shall become effective or replace an existing LED agreement upon the signatures of the Census Bureau (hereafter the User) and NHES (hereafter also the Partner) in Section IV and shall remain in effect until December 31, 2015.

## II. COMMON PROVISIONS UNDER LED PARTNERSHIP

1. The User's authority to obtain access to the Partner's data files and to enter into this agreement is provided under Title 13, United States Code (U.S.C.), Section 6 and Title 13, U.S.C, Section 8(b), providing authority for the User to engage in joint statistical projects with public and private entities. No funds are transferred under this agreement.

All costs related to this agreement are to be shared equitably. The confidentiality of the Partner data is protected under Title 13, U.S.C., Section 9; 5 U.S.C., Section 552a(b)(4); 42 CFR 431 Subpart F, and 45 CFR 205.50. Only sworn Census Bureau employees and individuals with Census Bureau Special Sworn Status (including contractors) will have access to the Title 13-protected data files.

2. The parties mutually agree that the User will name one or more “Data Custodian” of the Partner’s files on behalf of the User who will be responsible for the observance of all conditions of use and for establishment and maintenance of security arrangements as specified in the Agreement to prevent unauthorized use of all original source files. The designated Custodians are identified in Attachment A and will be updated in Annual Confidentiality Certification reports hereafter.
3. The broad objectives of the Longitudinal Employer-Household Dynamics (LEHD) program are to improve the data infrastructure and prepare products for better understanding of the dynamics of the U.S. labor market. To these ends, the User represents, and the Partner relies upon such representation, that the data files specified in Section II, Paragraph 5, will be used by the User for its core LEHD objectives, as defined below:
  - a. Its research program to explore the potential for using administrative records to improve Census Bureau programs, including economic and demographic censuses and surveys and intercensal population estimates, that may be reasonably expected to benefit the LEHD program;
  - b. Researching, integrating, maintaining, improving, and expanding the LEHD data infrastructure, also referenced as the LEHD System in Section II, Paragraph 5;
  - c. Researching, developing, implementing, producing, and enhancing LEHD data and products, including the Quarterly Workforce Indicators (QWI) and OnTheMap products;
  - d. Researching, developing, evaluating, implementing, and enhancing economic, statistical, and technical theories, methodologies, analyses, and procedures to improve data quality, timeliness, availability, and applicability of the LEHD data infrastructure and products; and
  - e. Other LEHD-related purposes agreed to under the Partnership in consultation with LED partner states.

This research will provide important data to support Census Bureau programs including the Master Address File, current demographic and economic survey and census operations, the Intercensal Estimates Program’s population and housing estimates, and related census and survey program evaluations. The integration of the data files specified in Section II, Paragraph 5 and these Census Bureau programs is essential for the production of current and future LEHD products.

The Partner’s Unemployment Insurance (UI) wage and ES-202/Quarterly Census of Employment and Wages (QCEW) employer records achieve Title 13- and Title 26-protected status when they are combined in the LEHD data infrastructure, which contains data from sources such as the Current Population Survey, the Survey of Income and Program Participation, the Survey of Program Dynamics, the American Community

Survey, Economic and Demographic Censuses, and Annual Economic Surveys, as well as data from the Social Security Administration, U.S. Office of Personnel Management, Internal Revenue Service, and other administrative record sources.

4. Subject to acceptable data quality, acceptable file layouts as given in Attachment B, and mutually agreed electronic file transfer protocols that are compliant with state and federal regulations, the User shall provide the Partner with the following products within the specified time period, where applicable, of receipt of the historical Partner data identified in Section II, Paragraph 5:
  - a. Within 6 months, and quarterly thereafter, quarterly indicators of local workforce activity by metropolitan area, county and Workforce Investment Board Area, age and gender of worker, for each year for which data are supplied, subject to Census Bureau disclosure review to assure no identifiable data are disclosed. These include the 30 indicators known as the Quarterly Workforce Indicators and any additional data products, including statistics on job flows and worker flows, that may be agreed upon by the parties.
  - b. Within 6 months of Quarterly Workforce Indicators regular production for the Partner, the Partner's data will be integrated into the OnTheMap application, a web-based mapping and reporting application that shows where people work and where workers live, and provides companion reports on age, earnings, industry distributions, and local workforce indicators.
  - c. The User agrees to explore the expansion of statistics described above to include aggregate information on additional worker characteristics such as race, ethnicity, education, and occupation of the worker and firm characteristics such as firm size and firm age. The User will report these research results on a periodic basis. If it is determined on the basis of consultation with the LED Steering Committee, including the Partner's representative, that acceptable quality statistics on additional worker and firm characteristics can be developed for the QWI and related data products, then the User will provide said statistics to the Partners subject to Census Bureau disclosure review.
  - d. The User agrees to explore the expansion of the workforce coverage for the statistics from the LED data infrastructure to include federal workers, self-employed workers, and postal workers. The User will report these research results on a periodic basis. If it is determined on the basis of consultation with the LED Steering Committee, including the Partner's representative, that acceptable quality statistics based on expanded workforce coverage can be developed for the QWI and related data products, the User will provide said statistics to the Partners subject to Census Bureau disclosure review.
5. The Partner shall prepare and forward to the User, through electronic transmission certified as secure by both agencies via encrypted FTP (Standard Operating Procedure 3040 available at the User's website currently at <<http://lehd.did.census.gov>>), the following specific data files and updates as mutually agreed upon:

- Historical Unemployment Insurance (UI) Wage Records 1990-Present data, as available, and current quarterly updates as long as this Agreement is in force,
- Historical ES-202/QCEW records 1990-Present data, as available and current quarterly updates as long as this Agreement is in force. These data shall be supplied in accordance with existing data sharing legislation such as the Confidential Information Protection and Statistical Efficiency Act (CIPSEA) and agreements between statistical agencies.
- The latest geographical definitions of Workforce Investment Board Areas.

Data elements included on these files shall be provided in the standard file layouts identified in Attachment B, or Standard Operating Procedures 3010, 3020, and 3030 that are available at the User's website currently at <<http://lehd.did.census.gov>>, whichever contains the more recent information.

6. The linkage of the Partner administrative records to other administrative record sources, censuses, and surveys is essential to the LEHD program and the Census Bureau's administrative records research, evaluation, and modeling activities. It is understood and agreed that the Census Bureau will link the Partner's data to other administrative record sources.

Once the Partner's data are transmitted to the Census Bureau, they are commingled by the Census Bureau with both Title 13 and Title 26 data to create the Longitudinal Employer-Household Dynamics data system. As an element of this data system, these records are subject to all requirements and conditions of Title 13, Title 26, and the Privacy Act. Accordingly, they become a part of the Census Bureau System of Records, specifically: Longitudinal Employer-Household Dynamics System, Commerce/Census-9, established under the Privacy Act, and published in the Federal Register Vol. 67, No.91, pp. 31766-31768, on May 10, 2002.

7. Notwithstanding any other provisions of this Agreement, the Partner's wage records and employer records shall be treated in a manner that will assure that individually identifiable data will be used only for statistical purposes and will be accessible only to authorized persons. For purposes of this Agreement, authorized persons include Census Bureau employees and individuals with Census Bureau Special Sworn Status (including contractors), who are working on projects approved by the Census Bureau and its Partners, and have signed the Census Bureau's Sworn Oath of Nondisclosure.
8. The parties envision future extensions of this Agreement. Upon the date of expiration or termination of this Agreement, the parties mutually agree that the Partner's data files, and any derivative files that contain original identification of individuals and/or business entities provided by the Partner, will be destroyed by the User in accordance with all Federal laws. The User agrees to notify the Partner, in writing, within 30 days of the completion of the purposes specified in Section II, Paragraph 3, if the purposes are completed. In that event, or should this agreement expire or terminate, the Partner's Point of Contact, identified in this Agreement and future updates, agrees to notify the

User, in writing, within 30 days of the completion, expiration, or termination of Agreement, of its decision on whether the User shall destroy or retain the aforementioned data files, in accordance with Federal law.

Upon receiving a confirmed written notice to destroy original data files, the User will notify the Partner of its intentions to destroy or retain the files. Federal law may require the retention of files for a set period before destruction. Any destruction of file shall occur at the User's expense, and the User agrees to send a statement certifying their destruction to the Partner within 30 days of their destruction. The User agrees that no data from the Partner's original records, or any parts thereof, shall be retained when the aforementioned files are destroyed unless written authorization for the retention of such files has been received and confirmed to the extent permitted by Federal law. The Partner understands that while original data files may be destroyed, in accordance with Federal law, the past public-use data created by the User will not be destroyed.

The agreement period will allow for research and development of longitudinal modeling techniques and survey validation associated with the creation of small area (tract and block) estimates of housing units, population and their characteristics for the American Community Survey. Aggregate statistics modeled from records provided by the Partner and other agencies will be applied to the Census Bureau survey controls and coverage improvement statistics for survey and census frames.

9. The User agrees to establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data supplied by the Partner and to prevent unauthorized use of, or access to it. The safeguards shall provide a level and scope of security that is not less than the level and scope of security established by the Office of Management and Budget (OMB) in OMB Circular No. A-130, Appendix III, Security of Federal Automated Information Systems and the E-Government Act of 2002, which sets forth guidelines for security plans for automated information systems in Federal agencies. The User acknowledges that the use of unsecured telecommunications, including the Internet, to transmit individually identifiable or deducible information derived from the file(s) specified in Section II, Paragraphs 4 and 5, is prohibited. Further, the User agrees to inform the Partner in writing 60 days in advance of any relocation or expansion of Census Bureau computing facilities. Such relocation or expansion of Census Bureau computing facilities may involve movement or transmittal of the LEHD data files. The 60-day period may be waived in case of emergencies to the extent permitted by Federal law. The User agrees that the LEHD confidential data must not be physically moved or transmitted from Census Bureau-controlled computing facilities to computing facilities not controlled by the Census Bureau without prior written approval from the Partner.
10. The Partner agrees to complete and sign an acknowledgement of the Rules of Behavior for use of Internet access (as given in Attachment G) by the Partner to the User's computing facilities upon execution of this Agreement. Rules of Behavior communicates to the Partner's personnel about their role in protecting the User's information technology resources and advises them about their obligations.

11. Notwithstanding the preceding paragraphs or other provisions of this Agreement, the User understands and agrees to the following provisions to the extent permitted by Federal law:
- a. To the extent permitted by Federal law -- in publicly releasing information, no individual person or entity shall be directly or indirectly identifiable.
  - b. To the extent permitted by Federal law -- the Partner shall be allowed to review any publication, report, and other documents that contain summaries or aggregations of the Partner's confidential data (as defined in Section II, Paragraph 5) at the state or sub-state level and to approve its release prior to publication and/or distribution to others outside of the persons authorized under this Agreement. The review and approval requirement does not apply to a publication, report, or other document (i) that is based on public-use data products that have already been released as part of the LED Partnership (e.g., the public-use QWI or public-use OnTheMap) or (ii) does not contain the Partner's data or (iii) contains the Partner's data in a multi-state, national, or similarly aggregated analysis in which the Partner's state or any part of the Partner's state is not separately identified. While review and approval is not required under conditions (i)-(iii), the overall intent of this clause is that, except in exceptional and urgent circumstances, the User will inform and consult with the Partner prior to the public release of any new publication, report or other document that includes information from the LED partnership at the state or sub-state level for the Partner's state. Similarly, the Partner will inform and consult with the User prior to the public release of any new publication, report or other document that includes information from the LED partnership at a multi-state or national level.
  - c. To the extent permitted by Federal law -- prior to the handling of the Partner data, the User agrees that each User employee and each individual with Census Bureau Special Sworn Status that may have access to Partner data, shall have signed a standard Census Bureau Sworn Oath of Nondisclosure. Each User supervisor of authorized personnel who may have access to the Partner data shall have completed a Confidentiality Certification in accordance with standard Census Bureau procedures as provided in Attachment A of this Agreement. Originals of the Confidentiality Certification shall be maintained by the User, and copies shall be forwarded to the Partner's Point of Contact identified in Section III of this Agreement prior to the disclosure of Partner's confidential information to the User and annually thereafter. Original Confidentiality Certification shall be made available, upon request, to the Partner's personnel during on-site reviews.
  - d. To the extent permitted by Federal law -- the User agrees to provide the Partner as required with periodic reports on all research and other projects or products using the Partner's data for purposes external to the core LEHD program objectives referenced in Section II, Paragraph 3, of this Agreement, and for which the Partner has granted approval as described in Attachment C. These periodic reports will identify the purpose, the persons involved, and the timeframe for each if available. The User shall maintain such information in easily accessible form and notify the Partner of any additions or changes annually through the LED Steering Committee, annual workshop, listservs, and website.

12. The User has a program for permitting external research projects that have Title 13 benefits, that is, projects that aid in the mission of the User, to be conducted in secure Census Bureau controlled facilities. For this Agreement, external research projects are characterized as being proposed by external individuals or agencies, whose sponsored research activities have Title 13 benefits but are not necessarily within the purposes of the LEHD core objectives and the LED partnership as described in Section II, Paragraph 3 of this Agreement. The Partner will have an option to choose the constraints on the availability of their data to these projects in Section III under State Specific Provisions according to Attachment C, Addendum Agreement on External Research Projects.
13. To the extent permitted by Federal law -- the User represents further that, except as specified in the Attachment A to this Agreement or except as the Partner shall authorize in writing, the User shall not disclose, release, reveal, or otherwise grant access to the original data covered by this Agreement to any unauthorized person or entity. The User agrees that within the User organization, access to the original data covered by this Agreement shall be limited to the minimum number of individuals necessary to achieve the purpose stated in this Agreement.
14. To the extent permitted by Federal law -- the User agrees to provide on-site access to audit and evaluate security records of relevant data processing systems to designated representatives of the Partner or the LED Steering Committee. The request should be made at least 30 days in advance of the visit. A room will be provided for representatives to review the relevant certification and accreditation documents under the Federal Information Security Management Act, as well as results of annual compliance reviews conducted by the Department of Commerce Office of the Chief Information Officer, the Office of the Inspector General, and the Internal Revenue Service. The frequency of such on-site visits will be limited to a total of no more than two times a year for all State Partners. Information technology security and LEHD officials will be available to answer questions if needed.
15. The User further agrees to provide full Title 13 confidentiality protection to identities of individuals and businesses in all the items derived from the files noted in Section II, Paragraph 5, until they are destroyed due to termination or expiration of this Agreement. The User agrees to allow the Partner the ability to verify that findings, listings, information derived, or any combination of data extracted or derived from the Partner files properly protects the identities of individuals and business entities according to the standards applicable to Title 13 data. For the purposes of the Partner's verification, the User shall not be providing any confidential Title 13 data to the Partner.
16. The User understands and agrees not to extend the scope of use of the original data files beyond the uses described herein without prior written approval from the Partner's Point of Contact for this Agreement. The Partner acknowledges that derivative products that no longer contain Partner data items are not covered by this prohibition.
17. To the extent permitted by Federal law -- the User agrees to notify the Partner immediately upon receipt of any legal, investigatory, or other demand for access in any form to the confidential information received from the Partner.



18. With regard to unauthorized disclosures, the User agrees:
- a. To the extent permitted by Federal law -- to immediately and fully notify the Partner of any unauthorized disclosure of the Partner's data provided under this Agreement or other breach of the confidentiality requirements contained herein.
  - b. To the extent permitted by Federal law --- that in the event the Partner determines or has a reasonable belief that the User has made or may have made disclosure of information contained in the aforesaid file(s) without authorization by this Agreement or other written authorization from the Partner's Point of Contact for this Agreement, the Partner in its sole discretion may require the User to: (a) promptly investigate and report to the Partner the User's determinations regarding any alleged or actual unauthorized disclosure; (b) promptly resolve any problems identified by the investigation; (c) submit a formal response to an allegation of unauthorized disclosure; (d) submit a corrective action plan with steps designed to prevent any future unauthorized disclosures; and/or (e) destroy the Partner's data file(s).
  - c. To the extent permitted by Federal law -- the User understands that, as a result of the Partner's determination or reasonable belief that unauthorized disclosure has taken place, the Partner may refuse to release further Partner data to the User for a period of time to be determined by the Partner or may unilaterally and immediately terminate this Agreement and require the User to destroy all data relevant to the Agreement.
19. The User acknowledges that criminal penalties may be imposed to the extent applicable on any individual employed or affiliated therewith, including individuals with Census Bureau Special Sworn Status:
- For wrongful disclosure of confidential Census Bureau information under Title 13, U.S.C., Section 214, as amended by Title 18, U.S.C., Section 3551 et seq, for a fine of up to \$250,000, imprisonment of up to five (5) years, or both.
  - Under Section 1106(a) of the Social Security Act (42U.S.C. Section 1306(a)). With respect to any disclosure of information in the file(s) specified in item 7 that is inconsistent with the terms of this agreement.
  - Under the Privacy Act (5 U.S.C. Section 552a), an officer or employee of a Federal agency who willfully discloses material prohibited from disclosure under the Act, such material's disclosure known to be prohibited by the officer or employee. In addition, the User and any individual employed or affiliated therewith may be subject to civil suit under the Privacy Act for damages which occur as a result of willful or intentional actions which violate an individual's rights under the Privacy Act.
  - Under 18 U.S.C. Section 641, which provides that if it is determined that the User, or any individual employed or affiliated therewith, has taken or converted to his own use data file(s) or received the file(s) knowing that they were stolen or converted.

- The User understands that **NHES** has state laws which govern the treatment of the information shared under this Agreement. These laws are referenced in Attachment E of this Agreement. While it is the intent of the U.S. Census Bureau and the U.S. Department of Commerce to abide by all legal (both federal and state) provisions pertaining to the information which is the subject of this Agreement, the U.S. Census Bureau and the U.S. Department of Commerce are nonetheless not subject to provisions of state law. However, all data provided by the Partner to the User and identified as sensitive and confidential shall be treated as such by the Census Bureau and will be protected by the confidentiality provisions of Title 13, U.S. Code. All Census Bureau employees or Special Sworn Staff (SSS) individuals are subject to the penalties under Title 13, U.S. Code, for unauthorized disclosure of the data. Such penalties include a fine of up to \$250,000, and/or up to five years in prison.
  - Under Sections 7213, 7213A, and 7431 of the Internal Revenue Code, any violation shall be a felony punishable upon conviction by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution, and be dismissed from office or discharged from employment upon conviction of such offense, in addition to civil damages for unauthorized disclosure of returns and return information.
20. The terms of this Agreement can be changed only by a written amendment to this Agreement, signed by both parties, or by the parties adopting a new agreement. This Agreement and its attachments must be formally reviewed whenever a Federal or State statute is enacted that materially affects the substance of the Agreement. The review will be conducted in the Census Bureau by the appropriate Census Bureau representative and by the appropriate Partner's representative. The result of the review will be a decision agreed to by both agencies to continue the Agreement unchanged, to amend to continue the Agreement with specified changes, or to terminate the Agreement. Any amendments to the Agreement will require the review and approval of the Partner's representative and the appropriate Census Bureau Associate Director or their designee. The parties agree further that guidance or interpretations provided to the User concerning this Agreement or its data specified herein shall be provided in writing by the Partner's Point of Contact or the Partner's signatory to the Agreement.
21. Notwithstanding all other provisions of this Agreement, the User understands and agrees to the following provisions:
- a. This Agreement may be amended at any time by written mutual consent of both parties.
  - b. Either party may terminate this Agreement upon thirty (30) days' written notice to the other party.
  - c. Immediate termination by the Partner may occur if provided for by state law, as specified in Section III of this Agreement.

- d. Should disagreement arise on the interpretation of the provisions of this agreement, or amendments and/or revisions thereto that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement on interpretation is not reached within thirty days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.
22. This agreement will become effective when signed by all parties. The agreement will terminate on December 31, 2015, but may be amended at any time by mutual written consent of the parties. The parties will review the agreement at least once every three years to determine whether it should be revised, renewed, or cancelled.

### III. PARTNER SPECIFIC TERMS

1. The **NHES** is authorized to make the information specified in this Agreement available to the User pursuant to **RSA 282-A:118, VII**.
2. The User understands and agrees that, under **RSA 282-A:118, VII** and under federal law, all employers reported information and unemployment compensation data, in whatever form that is furnished by the **NHES** under this Agreement is, as a matter of law, and shall be treated as, confidential information.
3. The parties mutually agree that the **NHES** will designate an individual to be the Point of Contact for the Agreement on behalf of the **NHES**, as well as a Lead Analyst to address data use issues and a State Information Technology (IT) Contact to address IT issues on behalf of the **NHES** in the implementation of this Agreement. The **NHES** will notify the LEHD Program Director, as identified in Attachment A and subsequent annual Confidentiality Certification reports, within 15 days of any change in the Point of Contact, Lead Analyst, and State IT Contact, and with a current listing annually thereafter.
4. When the **NHES** data are received by the User, they become integrated into the LEHD data file infrastructure and become protected under Title 13 and they are subject, to the extent permitted by Federal law, to the provisions of **RSA 282-A:118, VII**.
5. The User understands that **NHES** has state laws which govern the treatment of the information shared under this Agreement. These laws are referenced in Attachment E of this Agreement. While it is the intent of the U.S. Census Bureau and the U.S. Department of Commerce to abide by all legal (both federal and state) provisions pertaining to the information which is the subject of this Agreement, the U.S. Census Bureau and the U.S. Department of Commerce are nonetheless not subject to provisions of state law. However, all data provided by the Partner to the User and identified as sensitive and confidential shall be treated as such by the Census Bureau and will be protected by the confidentiality provisions of Title 13, U.S. Code. All Census Bureau employees or Special Sworn Staff (SSS) individuals are subject to the penalties under Title 13, U.S. Code, for unauthorized disclosure of the data. Such penalties include a fine of up to \$250,000, and/or up to five years in prison.
6. The **NHES** agrees to the terms and conditions of Option **B** in Attachment C: Addendum Agreement on External Research Projects. Approved projects will be appended to this agreement. Specifically, the **NHES** agrees to the following terms:

For all projects requesting release of state or sub-state-level specific results (as opposed to a results for a group of states), the Partner will be given the opportunity to review and approve of the external research project request.

In the case of **projects releasing pooled results** only, the Partner has above selected one of the following two options for external research projects as described in section II, paragraph 12 of the agreement:

- Option A. The Partner provides **blanket permission for the use** of its confidential data for an external research project for which the Partner's data are part of the proposed project (when as noted this is project using data from multiple states). The Partner will **receive notification** that their data are being used in such a project.
- Option B. The Partner requires **review and approval of all external research** projects covering the use of confidential LEHD data infrastructure, for which the Partner's data are a part of the proposed project even if no state specific results are requested.

For each external research project proposal where approval of a Partner is required according to the Partner's selection of option in Section III, or because of a request to release state or sub-state-level specific results, the User's designated Project Review Coordinator will send a copy of the overview of the project proposal to the Partner's designated Point of Contact upon approval of the project by the User. Upon request of the Partner, the Project Review Coordinator will provide a complete copy of the research proposal to the Partner.

It is understood by both parties that the Partner's review and decision to approve or not approve a proposal is limited in scope to the use of the Partner's data and/or proposed disclosure of state level or sub-state level results.

For each review of an external research project proposal, the Partner agrees to convey its approval or disapproval of the proposal to the User, including the Project Review Coordinator and the LEHD Program Director as identified in Attachment A and annually in the Confidentiality Certification Reports thereafter, by email or express courier/mail. If such response is not possible within 30 working days the Partner will provide an expected timeline to the User.

The Partner may change their choice of Option A or B at any time by submitting an email request to the User. The Partner agrees that such a change of option will not invalidate the rest of the agreement.

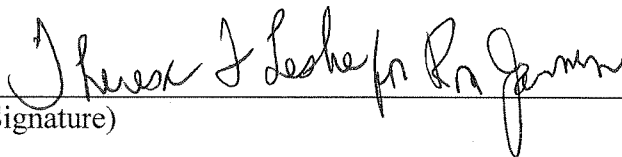
7. **The NHES** is permitted pursuant to **RSA 282-A:118, VII** to immediately terminate any information sharing agreement upon conditions provided for by state law. This Agreement is subject to such termination provision.

**IV. SIGNATURES**

By signing this Agreement, the User agrees to abide by all provisions set out in this Agreement for protection of all information contained in the data file(s) specified in Section II, Paragraph 5, and acknowledges having received notice of potential criminal, administrative, or civil penalties for violation of the applicable laws supporting the terms of the Agreement.

On behalf of the User, the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all the terms specified herein.

Ron S. Jarmin, Chief Economist, and Chief, Center for Economic Studies

 11/30/10  
(Signature) (Date)

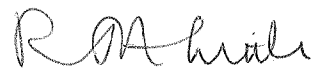
The Custodian for Unemployment Insurance wage records, as named in Section II, Paragraph 2, hereby acknowledges his/her appointment as Custodian of the aforesaid file on behalf of the User, and agrees in a representative capacity to comply with all of the designated provisions of this Agreement on behalf of the User.

Theresa Leslie, Assistant Division Chief for Data Management, Center for Administrative Records Research and Applications

 11/15/10  
(Signature) (Date)

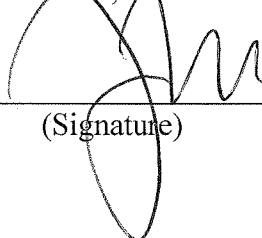
On behalf of the Census Bureau, the undersigned individual hereby agrees that the Census Bureau will maintain and use the **State of New Hampshire, Department of Employment Security** data in accordance with the terms of this Agreement.

Roderick Little, Associate Director for Research and Methodology Directorate

 12/1/10  
(Signature) (Date)

On behalf of the **State of New Hampshire, Department of Employment Security**, the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all the terms specified herein.

Tara G. Reardon, Commissioner, New Hampshire Department of Employment Security

 12/6/10  
(Signature) (Date)

**U.S. CENSUS BUREAU  
2010 CONFIDENTIALITY CERTIFICATE ON  
PERSONS WITH ACCESS TO CONFIDENTIAL DATA  
UNDER  
THE LOCAL EMPLOYMENT DYNAMICS (LED) PARTNERSHIP**

**Purpose**

The U.S. Department of Commerce and Census Bureau have a comprehensive program of legal requirements to safeguard the data and the restrictions on access and use of the individual records. All individuals with Census Bureau Special Sworn Status (hereafter Special Sworn Staff) who may access confidential information in the course of their duties are subject to these legal requirements.

A brief overview of these legal requirements is as follows. Within the Census Bureau, each division and office chief or their designee must present this information to these employees and Special Sworn Staff. Each such employee and Special Sworn Staff must be provided a copy of the language of the data use agreement, be instructed regarding the data they may access and the specific uses that are permitted, be informed of the penalties for its misuse, and have signed a Census Bureau Oath of Nondisclosure acknowledging that they were informed of the confidentiality of the data and of the requirements and procedures to protect it. Each such employee and Special Sworn Staff must complete and pass standard annual Census Bureau training on Title 13 data. In addition, Census Staff as well as Special Sworn staff with access to Federal Tax Information must take annual Title 26 training. Finally, any Census Bureau staff and Special Sworn Staff who work on Census Bureau computers must take annual information technology security training. All Census Bureau staff as well as Special Sworn Staff who work with the LEHD program are subject to these requirements.

Each Census Bureau manager or supervisor of employees and Special Sworn Staff who may access confidential information under the Local Employment Dynamics (LED) Partnership must complete and sign a certification indicating that the confidentiality requirements have been met.

This confidentiality certification must be provided to the Partner's Point of Contact prior to the provision of confidential data to the Census Bureau and annually renewed thereafter.

**Certification of Compliance with Confidentiality Requirements**

Each Census Bureau employee and Special Sworn Staff with access to confidential data under the LED Partnership has sworn and signed a standard Census Bureau Oath of Nondisclosure under Title 13 to protect these types of information from unauthorized access, use, modification, disclosure, and destruction.

Each such Census Bureau employee and Special Sworn Staff with access to confidential data under the LED Partnership has been given and passed respective training on IT security, Title 13 data, and Title 26 data. Individuals who engage in unauthorized use or disclosure of confidential

data may be subject to criminal, civil, and disciplinary penalties, and the User may be subject to termination of the Data Use Agreement under the LED Partnership.

Each Census Bureau employee and Special Sworn Staff with access to confidential data under the LED Partnership has been instructed and has agreed to protect confidential information by:

- Never accessing or using confidential and/or sensitive information out of curiosity, or for personal interest or advantage.
- Never showing, discussing, or disclosing confidential and/or sensitive information to or with anyone who does not have the legal authority to access such information.
- Storing confidential and/or sensitive information, both in print and electronic form, in a place physically secure from access by unauthorized persons.
- Accessing confidential information only when using secure computers in secure Census Bureau facilities.
- Placing confidential information on removable media (e.g., laptops, CDs, DVDs, flash drives, etc.) only if they are appropriately encrypted and protected.
- Never removing confidential and/or sensitive information from the work area without authorization.
- Disposing of confidential and/or sensitive information by utilizing an approved method of print or electronic destruction, which includes: approved procedures for shredding, burning, or certified or witnessed destruction or erasure; never disposing of such information in the waste baskets or recycle bins.



## Annual LED Partnership Confidentiality Certification Listing

### Contact Information for Census Bureau Designated Representatives

#### **LEHD Program Director:**

Dr. Jeremy S. Wu, Assistant Division Chief for LEHD  
Center for Economic Studies  
U.S. Census Bureau  
4600 Silver Hill Road  
HQ-5K179  
Suitland, MD 20746  
(301) 763-5290  
[Jeremy.S.Wu@census.gov](mailto:Jeremy.S.Wu@census.gov)

#### **Data Custodian for Unemployment Insurance wage records:**

Theresa Leslie, Chief for Data Management  
Center for Administrative Records Research and Applications

Courier Delivery (FedEx, UPS, DSL, etc.) address:

U.S. Census Bureau  
4600 Silver Hill Road  
HQ-6H005  
Suitland, MD 20746  
(301) 763-2958  
[Theresa.F.Leslie@census.gov](mailto:Theresa.F.Leslie@census.gov)

U.S. Postal Service address:

U.S. Census Bureau  
4600 Silver Hill Road  
HQ-6H005  
Washington, DC 20233  
(301) 763-2958  
[Theresa.F.Leslie@census.gov](mailto:Theresa.F.Leslie@census.gov)

#### **Data Custodian for ES-202/QCEW records:**

Theresa Leslie, Assistant Division Chief for Data Management  
Center for Administrative Records Research and Applications

Courier Delivery (FedEx, UPS, DSL, etc.) address:

U.S. Census Bureau  
4600 Silver Hill Road  
HQ-6H005  
Suitland, MD 20746

## Annual LED Partnership Confidentiality Certification Listing

(301) 763-2958  
[Theresa.F.Leslie@census.gov](mailto:Theresa.F.Leslie@census.gov)

U.S. Postal Service address:

U.S. Census Bureau  
4600 Silver Hill Road  
HQ-6H005  
Washington, DC 20233  
(301) 763-2958  
[Theresa.F.Leslie@census.gov](mailto:Theresa.F.Leslie@census.gov)

**Project Review Coordinator:**

Dr. Brian P. Holly  
Center for Economic Studies  
U.S. Census Bureau  
4600 Silver Hill Road  
HQ-2K139  
Suitland, MD 20746  
(301) 763-1883  
[Brian.P.Holly@census.gov](mailto:Brian.P.Holly@census.gov)

Your signature below certifies that the individuals named in the above listing include all individuals under your supervision, including those with Special Sworn Status, who may access confidential information under the LED Partnership in the course of their duties during calendar year 2010.

## Annual LED Partnership Confidentiality Certification Listing

<b>Division:</b>	Center for Economic Studies U.S. Census Bureau, U.S. Department of Commerce			
<b>Reporting Year:</b>	2010			
<b>Date:</b>	July 2010			
	<b>Census Bureau Employee</b>	<b>Special Sworn Status</b>		
		<b>Researcher</b>	<b>IPA/Other Govt.</b>	<b>Contractor</b>
<i>Division Chief</i>				
Ron Jarmin	X			
<i>Staff</i>				
John Abowd			X	
John Haltiwanger			X	
<i>Assistant Division Chief</i>				
Jeremy S. Wu	X			
<i>Staff</i>				
Patti Becker				X
Holly W. Brown	X			
John Fattaleh	X			
Lars Vilhuber				X
George "Chip" Walker				X
<i>Quality and Statistics Branch</i>				
Carl Anderson				X
Alex Blocker	X			
Matthew Graham	X			
Patrick "Heath" Hayward	X			
Vicky Johnson				X
Robert Kimball Pitts				X
Stephen R. Tibbets				X
<i>Production Branch</i>				
Walter Kydd (Branch Chief)	X			
Tao Li				X
Kuei-fen "Cindy" Ma	X			
Gerald McGarvey				X
Jeronimo Mulato				X
Camille S. Norwood	X			
Claudia Perez	X			
Ryan Sellars				X
Jun Wang				X
Chaoling Zheng	X			
<i>Assistant Division Chief</i>				
Lucia Foster	X			
<i>LEHD Econ Res Group</i>				
Erika McEntarfer (Lead)	X			
Stephen Ciccarella	X			
Chris Goetz	X			
Henry Hyatt	X			
Emily Isenberg	X			
Mark Kutzbach	X			
Kevin McKinney	X			
Uma Radhakrishnan	X			
Lee "Kristin" Sandusky	X			
Michael Strain	X			
Douglas Webber	X			
Chen Zhao	X			

## Annual LED Partnership Confidentiality Certification Listing

It also certifies that each individual in this listing has signed a Census Bureau Sworn Oath of Nondisclosure; received and passed annual training on IT security, Title 13 data, and Title 26 data; been informed of possible penalties for unauthorized use of confidential information under the LED Partnership; and has been given the opportunity to read the Confidentiality Certification attached.



\_\_\_\_\_  
**Jeremy Wu**  
Assistant Division Chief,  
*for Longitudinal Employer-Household Dynamics*

11/15/2010

\_\_\_\_\_  
**Date**

## Annual LED Partnership Confidentiality Certification Listing

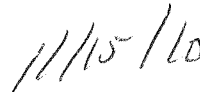
<b>Division:</b>	Center for Administrative Records Research and Applications U.S. Census Bureau, U.S. Department of Commerce			
<b>Reporting Year:</b>	2010			
<b>Date:</b>	July 2010			
	<b>Census Bureau Employee</b>	<b>Special Sworn Status</b>		
		<b>Researcher</b>	<b>IPA/Other Govt.</b>	<b>Contractor</b>
<i>Assistant Division Chief</i>				
Theresa F. Leslie	X			
<i>Staff</i>				
<i>Data Processing Branch</i>				
Vickie Kee (Branch Chief)	X			
Jeong Kim	X			
Lakita Ayers	X			
Redouane Betrouni	X			
Raymond Dowdy	X			
Lori Fox	X			
Mary Layne				X
Liliyan Meyerson				X
Someswari Rao				X
Denis Snyder				X
Cheryl Wray				X
Peter Wu	X			
<i>File Acquisition Branch</i>				
Cotty Smith (Branch Chief)	X			
Francina Kerr	X			
Barbara Butler				X
Shannon Lancaster				X
Donna Myers	X			
Stefon Nicely				X
Melissa Scott				X
Leroy Williams				X

Your signature below certifies that the individuals named in the above listing include all individuals under your supervision, including those with Special Sworn Status, who may access confidential information under the LED Partnership in the course of their duties during calendar year 2010.

It also certifies that each individual in this listing has signed a Census Bureau Sworn Oath of Nondisclosure; received and passed annual training on IT security, Title 13 data, and Title 26 data; been informed of possible penalties for unauthorized use of confidential information under the LED Partnership; and has been given the opportunity to read the Confidentiality Certification attached.



**Theresa F. Leslie**  
Assistant Division Chief  
for Data Management



**Date**

## LEHD UI-Wage File Format

Note: Round to the nearest dollar; do not include decimals or fractions in fields containing dollars.

<b>LEHD Data Elements</b>				
<b>Position</b>	<b>Label</b>	<b>Data Element</b>	<b>Len</b>	<b>Data Specification</b>
1-9	SSN	Social Security Number	9	A 9-digit code indicating each worker's Social Security Number. <i>Numeric. Do not include hyphens.</i>
10-24	Name_first	Reference Worker's First Name	15L	The first name of the reference worker, if known. <i>Left justify, blank fill.</i>
25	Name_middle	Reference Worker's Middle Initial	1L	The middle name of the reference worker, if known. <i>Left justify, blank fill.</i>
26-45	Name_last	Reference Worker's Last Name	20L	The last name (surname) of the reference worker, if known. <i>Left justify, blank fill.</i>
46-47	State	Reference State	2R	2-digit FIPS State code for the location of the establishment. (See <a href="http://129.6.13.40:fipspubs/co-codes/states.htm">http://129.6.13.40:fipspubs/co-codes/states.htm</a> ). <i>Right justify, zero fill.</i>
48-57	Empr_no	UI Account Number	10R	State Employment Security Agency Identification number for the employer (U-I account) <i>Right justify, zero fill.</i>
58-62	Seinunit	Reporting Unit Number	5R	Reporting Unit Number <i>Right justify, zero fill. If unknown, zero fill.</i>
63-71	EIN	Employer Identification Number (EIN)	9R	Federal Employer Identification Number (EIN). <i>Numeric, right justified. If EIN is unknown, zero fill.</i>
72-75	Year	Reference Year	4	Four digits of the calendar year covered by the report. <i>Numeric.</i>
76	Quarter	Reference Quarter	1	Quarter identification number within the data year, '1'=First calendar quarter (January to March), '2'=second calendar quarter (April to June), '3'=Third calendar quarter (July to September), '4'=Fourth calendar quarter (October to December)
77-86	Wage	Quarterly Wages	10R	The total amount of wages (both taxable and non-taxable) paid to the Reference Worker during the entire reference quarter that are subject to Unemployment Insurance taxes. The wages for all worksites should match the wages paid that are reported on that States' Quarterly Contribution Report. <i>Numeric (no \$ signs or commas), right-justified, zero fill. If no wages were paid, zero fill. Round to the nearest dollar (Omit cents).</i>
87-89	Hours	Hours	3R	Hours worked in the quarter, if available. <i>Right justify, zero fill. If unknown, zero fill.</i>
90-92	Weeks	Weeks	3R	Weeks worked in the quarter, if available. <i>Right justify, zero fill. If unknown, zero fill.</i>

## LEHD ES-202/QCEW File Formats

Please provide the data in the same formats you have used to submit data to the Bureau of Labor Statistics – the QUI format for earlier years and the EQUI format for later years.

QUI – LAYOUT PRE-1997						
RECORD DESCRIPTION: ES202 UI ADDRESS RECORD						
BLOCKSIZE: 11324		RECORD LENGTH: 298		NUMBER OF		
FIELD NO.	LABEL	FIELD DESCRIPTION	POS	BYTES CHARS	ALPHA NUM	REL LOC
1	STATE-CDE	2-DIGIT STATE FIPS CODE	2	2	ALPHA	1
2	REPT-YEAR	LAST 2 DIGITS OF REF YEAR	2	2	ALPHA	3
3	REPT- TR	CALENDAR REFERENCE QUARTER	1	1	NUM	5
4	UI-ACCT	UI ACCOUNT NUMBER	10	10	NUM	6
5	UI-REPT	UI ACCOUNT REPORTING UNIT	3	3	ALPHA	16
6	PRED-ACCT	PREDECESSOR ACCOUNT NUMBER	10	10	NUM	19
7	PRED-REPT	PREDECESSOR REPORTING UNIT	3	3	ALPHA	29
8	SUCC-ACCT	SUCCESSOR ACCOUNT NUMBER	10	10	NUM	32
9	SUCC-REPT	SUCCESSOR REPORTING UNIT	3	3	ALPHA	42
10	FEIN-NO	FEDERAL EMPLOYER ID NUMBER	9	9	NUM	45
11	WKS1	1ST MONTH EMPLOYMENT FOR QTR	6	6	NUM	54
12	WKS2	2ND MONTH EMPLOYMENT FOR QTR	6	6	NUM	60
13	WKS3	3RD MONTH EMPLOYMENT FOR QTR	6	6	NUM	66
14	WKS1-FLAG	ESTIMATED/NOT ESTIMATED FLAG	1	1	ALPHA	72
15	WKS2-FLAG	ESTIMATED/NOT ESTIMATED FLAG	1	1	ALPHA	73
16	WKS3-FLAG	ESTIMATED/NOT EASTIMATED FLAG	1	1	ALPHA	74
17	TOT-WAG	TOTAL WAGES FOR REFERENCE QT	10	10	NUM	75
18	WAGE-FLAG	ESITAMATED/NOT ESTIMATED FLAG	1	1	ALPHA	85
19	SIC4-CODE	4-DIGIT INDUSTRY CODE	4	4	NUM	86
20	OWN-SHP	OWNERSHIP CODE	2	2	NUM	90
21	CNTY-CODE	FIPS COUNTY CODE	3	3	NUM	92
22	TOWN-CODE	TOWNSHIP CODE	3	3	ALPHA	95
23	AUX-CODE	AUXILIARY CODE	1	1	NUM	98
24	PRIM-NAME	PRIMARY NAME (DBA)	35	35	ALPHA	99
25	SECD-NAME	SECONDARY NAME--PHYSICAL LOC	35	35	ALPHA	134
26	STR-ADDR	STREET ADDRESS--PHYSICAL LOC	35	35	ALPHA	169
27	CITY	CITY -- PHYSICAL LOCATION	28	28	ALPHA	204
28	STATE	STATE -- PHYSICAL LOCATION	2	2	ALPHA	232
29	ZIP-CODE	ZIP CODE -- PHYSICAL LOC	5	5	NUM	234
30	ZIP-EXT	ZIP EXTENSION - PHYSICAL LOC	4	4	NUM	239
31	ADDR-TYPE	ADDRESS TYPE	1	1	ALPHA	243
32	UNIT-DESC	REPORTING UNIT DESCRIPTION	35	35	ALPHA	244
33	LIAB-DATE	DATE OF INITIAL LIABILITY	6	6	NUM	279
34	MULTI-IND	MULTI ESTABLISHMENT IND	1	1	ALPHA	285
35	COMM-CODE	COMMENT CODE	2	2	NUM	286
36	PHNE-NO	TELEPHONE NUMBER	10	10	NUM	288
37	FILLER	SPACE	1	1	ALPHA	298

## Standard Enhanced Quarterly Unemployment Insurance (EQUI) File Layout

Start	End	Length	A/N	Data Element
1	1	1	A	Transaction Code
2	3	2	N	State FIPS Numeric Code
4	7	4	N	Year
8	8	1	N	Quarter
9	18	10	N	UI Account Number
19	23	5	N	Reporting Unit Number
24	32	9	N	EIN (Employer Identification Number)
33	42	10	N	Predecessor UI Account Number
43	47	5	N	Predecessor Reporting Unit Number
48	57	10	N	Successor UI Account Number
58	62	5	N	Successor Reporting Unit Number
63	97	35	A	Legal/Corporate Name
98	132	35	A	Trade Name/DBA
133	167	35	A	UI Street Address--Line 1
168	202	35	A	UI Street Address--Line 2
203	232	30	A	UI Address--City
233	234	2	A	UI Address--State
235	239	5	A	UI Address--5-Digit ZIP Code
240	243	4	A	UI Address--ZIP Code Extension
244	278	35	A	Physical Location (PLA) Street Address--Line 1
279	313	35	A	Physical Location (PLA) Street Address--Line 2
314	343	30	A	Physical Location Address (PLA)--City
344	345	2	A	Physical Location Address (PLA)--State
346	350	5	A	Physical Location Address (PLA)--5-Digit ZIP Code
351	354	4	A	Physical Location Address (PLA)--ZIP Code Extension
355	389	35	A	Mailing/Other (MOA) Street Address--Line 1
390	424	35	A	Mailing/Other (MOA) Street Address--Line 2
425	454	30	A	Mailing/Other (MOA) Address--City
455	456	2	A	Mailing/Other (MOA) Address--State
457	461	5	A	Mailing/Other (MOA) Address--5-Digit ZIP Code
462	465	4	A	Mailing/Other (MOA) Address--ZIP Code Extension
466	466	1	N	Mailing/Other (MOA) Address Type
467	501	35	A	Reporting Unit Description
502	504	3	N	Area Code
505	507	3	N	Phone Prefix
508	511	4	N	Phone Suffix
512	515	4	N	Setup Date--Year
516	517	2	N	Setup Date--Month
518	519	2	N	Setup Date--Day
520	523	4	N	Initial Date of Liability--Year
524	525	2	N	Initial Date of Liability--Month
526	527	2	N	Initial Date of Liability--Day
528	531	4	N	End of Liability Date--Year
532	533	2	N	End of Liability Date--Month
534	535	2	N	End of Liability Date--Day
536	539	4	N	Reactivation Date--Year



Start	End	Length	A/N	Data Element
540	541	2	N	Reactivation Date--Month
542	543	2	N	Reactivation Date--Day
544	544	1	N	Status Code
545	545	1	A	CES Indicator
546	547	2	N	ARS Response Code
548	551	4	N	ARS Refile Year
552	554	3	N	Old County Code
555	555	1	N	Old Ownership Code
556	559	4	N	ARS Verification Year
560	562	3	N	Old Township Code
563	567	5	N	Maximum Reporting Unit Number
568	568	1	A	MWR Mail Indicator
569	574	6	N	Old NAICS Code
575	575	1	A	Data Source
576	576	1	A	Special Indicator Code
577	580	4	A	Agent Code
581	584	4	N	SIC Code
585	590	6	blank	NSTA Code
591	596	6	N	NAICS Code
597	597	1	N	Ownership Code
598	598	1	A	Organization Type Code
599	601	3	N	County Code
602	604	3	N	Township Code
605	605	1	N	Auxiliary Code
606	611	6	N	First Month Employment
612	612	1	A	First Month Employment Indicator
613	618	6	N	Second Month Employment
619	619	1	A	Second Month Employment Indicator
620	625	6	N	Third Month Employment
626	626	1	A	Third Month Employment Indicator
627	637	11	N	Total Wages
638	638	1	A	Total Wages Indicator
639	649	11	N	Taxable Wages
650	658	9	N	Contributions (Due)
659	659	1	N	Type of Coverage Code
660	660	1	N	MEEI Code
661	661	1	N	Reporting Change Indicator
662	663	2	N	First Comment Code
664	665	2	N	Second Comment Code
666	667	2	N	Third Comment Code
668	724	57	A	Narrative Comment
725	726	2	N	Collection Mode Indicator
727	728	2	N	Economic Code Change Indicator
729	729	1	N	UI Address Type Code
730	737	8	N	Date PLA Changed
738	738	1	A	Geocoding Software (G)
739	739	1	A	Geocoding Source (B)
740	743	4	A	Match Code
744	746	3	A	Location Code
747	755	9	N	Latitude

<b>Start</b>	<b>End</b>	<b>Length</b>	<b>A/N</b>	<b>Data Element</b>
756	766	11	N	Longitude
767	771	5	N	Year/Quarter of New Latitude & Longitude
772	776	5	N	Place Code
777	778	2	N	Class Code
779	793	15	N	Census Block
794	797	4	N	Census Tract
798	798	1	A	Address/Contact Source
799	799	1	A	P/S Partial/Full Indicator
800	803	4	N	P/S Transfer Year
804	805	2	N	P/S Transfer Month
806	807	2	N	P/S Transfer Day
808	808	1	A	Multiple Successors
809	809	1	A	Multiple Predecessors
810	810	1	A	Predecessor Source Code
811	811	1	A	Successor Source Code
812	827	16	A	First Supplemental Predecessor/Successor (Future Use)
828	843	16	A	Second Supplemental Predecessor/Successor (Future Use)
844	844	1	A	ARS Third Party Agent
845	849	5	N	Phone Extension
850	884	35	A	ES-202 Contact (Attention Line)
885	919	35	A	ES-202 Contact Title
920	979	60	A	ES-202 Contact e-mail Address
980	989	10	N	ES-202 Contact Fax
990	1049	60	A	Website Address
1050	1060	11	A	Future Use
		1060	A = Alphanumeric, N = Numeric	

## Attachment C

### Addendum Agreement on External Research Projects

The Census Bureau has a program for authorizing external research projects in secure Census Bureau facilities for Title 13 purposes - that is, projects that aid in the mission of the Census Bureau. Each external research project must follow a procedure that includes these steps and requirements:

1. The researcher must submit a proposal to the Census Bureau identifying the purpose and the data to be accessed;
2. The Census Bureau must review and approve the research proposal to ensure that its purpose is to provide Title 13 benefits. That is, its purpose is for statistical purposes only that assist the Census Bureau in fulfilling its mission under Title 13;
3. The researcher must receive the Census Bureau Special Sworn Status so that the researcher is subject to the same fingerprinting, background checks, mandatory training, Sworn Oath of Nondisclosure, restrictions, and civil and criminal penalties for protecting confidential data as regular Census Bureau employees before access to data;
4. The researcher must come to a Census Bureau facility - either the Headquarters or a secure Research Data Center that is supervised by a regular Census Bureau employee - to access the data without any electronic removable media or Internet connection, and subject to logging and audit trails within the physically secure facilities. Access to the data for external research projects within the Census Bureau facility is via a thin client and secure transmission lines to the central Census computer center; and
5. The Census Bureau Disclosure Review Board must approve and clear all research results to ensure non-disclosure of confidential information before the release of the results.

During the first 10 years of the Longitudinal Employer-Household Dynamics (LEHD) program, the Census Bureau (User) consulted the partners under the Local Employment Dynamics (LED) partnership and extended the above procedure to the LEHD data infrastructure for partners who were in agreement with these procedures. In addition, external research projects have been required to pool the LEHD data for multiple states in conducting statistical analysis, and the statistical output released under the disclosure review process could not provide state-level or finer geographic level results.

This addendum agreement offers an option to each LED state partner (Partner) to specify its preference for participation in external research projects that use Partner data. In addition to the standard proposal requirements described above for external research projects, projects requesting the use of the LEHD data infrastructure under this addendum must satisfy the following additional requirement:

6. Each external research project proposal covering the use of the LEHD data infrastructure must identify explicitly the states that will be used in the analysis and

whether any state (or sub-state-level) specific research results will be requested for release under the project.

For all projects requesting release of state or sub-state-level specific results (as opposed to a results for a group of states), the Partner will be given the opportunity to review and approve of the external research project request.

In the case of **projects releasing pooled results** only, under this addendum agreement, the Partner agrees to select in Section III of the agreement one of the following two options for external research projects as described in section II, paragraph 12 of the agreement:

- Option A. The Partner provides **blanket permission for the use** of its confidential data for an external research project for which the Partner's data are part of the proposed project (when as noted this is project using data from multiple states). The Partner will **receive notification** that their data are being used in such a project.
- Option B. The Partner requires **review and approval of all external research** projects covering the use of confidential LEHD data infrastructure, for which the Partner's data are a part of the proposed project, even if no sub-state or state-specific results are requested.

For each external research project proposal where approval of a Partner is required according to the Partner's selection of option in Section III of the agreement, or because of a request to release state or sub-state-level specific results, the User's designated Project Review Coordinator will send a copy of the overview of the project proposal to the Partner's designated Point of Contact upon approval of the project by the User. Upon request of the Partner, the Project Review Coordinator will provide a complete copy of the research proposal to the Partner.

It is understood by both parties that the Partner's review and decision to approve or not approve a proposal is limited in scope to the use of the Partner's data and/or proposed disclosure of state level or sub-state level results.

For each review of an external research project proposal, the Partner agrees to convey its approval or disapproval of the proposal to the User, including the Project Review Coordinator and the LEHD Program Director as identified in Attachment A and annually in the Confidentiality Certification Reports thereafter, by email or express courier/mail. If such response is not possible within 30 working days the Partner will provide an expected timeline to the User.

The Partner may change their choice of Option A or B at any time by submitting an email request to the User. The Partner agrees that such a change of option will not invalidate the rest of the agreement.

**State Partner Contact List**

The Partner identifies the following individuals as the Point of Contact on behalf of the Partner to carry out designated functions identified in this Agreement; a Lead Analyst to address data use issues; and a State Information Technology (IT) Contact to address IT issues in the implementation of this Agreement. The Partner agrees to notify the User's representatives, as identified in Attachment A and subsequent annual Confidentiality Certification Reports, within 15 days of any change in the Point of Contact, Lead Analyst, and State IT Contact, and with a current listing annually thereafter.

**Point of Contact:**

Bruce R. DeMay  
Director, NHES Economic and Labor Market Information Bureau  
32 South Main Street  
Concord, NH 03301  
(603) 228-4126  
Fax Number: (603) 228-4172  
Bruce.R.DeMay@nhes.nh.gov

**Lead Analyst:**

Katrina J. Evans  
Assistant Director, NHES Economic and Labor Market Information  
Bureau  
32 South Main Street  
Concord, NH 03301  
(603) 229-4370  
Fax Number: (603) 228-4172  
Katrina.J.Evans@nhes.nh.gov

**State Information Technology Contact:**

Katrina J. Evans  
Assistant Director, NHES Economic and Labor Market Information  
Bureau  
32 South Main Street  
Concord, NH 03301  
(603) 229-4370  
Fax Number: (603) 228-4172  
Katrina.J.Evans@nhes.nh.gov

Applicable State Laws

New Hampshire RSA 282-A:118, VII

**TITLE XXIII  
LABOR**

**CHAPTER 282-A  
UNEMPLOYMENT COMPENSATION**

**Administrative Organization and Administration**

**Section 282-A:118**

**282-A:118 Reports or Statement; Confidentiality.** – The commissioner or his authorized representatives and the chairman of any appeal tribunal may require from any employing unit any sworn or unsworn reports or statements, with respect to persons employed by it, which either deems necessary for the effective administration of this chapter. Information thus obtained or obtained from any individual, claimant or employing unit pursuant to the administration of this chapter shall be held confidential and shall not be published or open to public inspection in any manner revealing the individual's or employing unit's identity except:

VII. That for the purpose of participating in a joint local employment dynamics program with the United States Census Bureau in order to produce quarterly workforce indicators, the commissioner of the department of employment security may provide quarterly employment and wage information to the United States Census Bureau. The United States Census Bureau's use of the information provided shall be limited to the purposes of its Longitudinal Employer-Household Dynamics Program. Information under this paragraph shall only be provided upon a finding by the commissioner that sufficient guarantees of continued confidentiality are in place.

## ATTACHMENT F

### Census Bureau Computing Facilities

The Census Bureau maintains secure computing facilities located in secured buildings at:

Computing Facilities:	Bowie Computer Center
	Secondary Computer Center
	Census Bureau Headquarters

Computer systems on which the Partner's data will be stored and processed are located in the Census Bureau's computing facilities. In addition, the Partner's data maintained at the Census Bureau computing facilities listed above may be accessed from the Census Research Data Centers according to the procedures described in Attachment C: Addendum Agreement for External Research Projects.

Security guards and electronic card keys control access to the Census Bureau's computing facilities. Controls on the computers are outlined in sensitive security plans CEN01, "Data Communications", CEN11, "Demographic Census Surveys and Special Processing", CEN13, "Census Bureau Research Data Centers", CEN14, "LEHD", CEN16, "Network Services", and CEN17, "Client Services". Access to the computer databases is strictly limited to authorized individuals and for authorized uses.

The non-headquarters Census Bureau computing facilities are connected to Census Bureau Headquarters via dedicated OC-3 encrypted ATM circuits. Data are encrypted during transmission. Analysts and programmers at Census Bureau Headquarters access data stored on computer systems in the Census Bureau computing facilities via these lines. Access controls on all the computers include individual accounts with unique passwords as well as Access Control Lists.

Census Bureau computer systems meet, but are not limited to, the requirements of the E-Government Act of 2002 Section 3544, which describes Federal Agency responsibilities for providing information security protections commensurate with the risk and magnitude of harm resulting from unauthorized access, use, disclosure, disruption, modification, or destruction of information collected or maintained by or on behalf of the agency, and information systems used or operated by an agency or by a contractor of an agency or other organization on behalf of an agency. This includes conforming to the standards and scope of security established in OMB Circular A-130, Appendix III, which establishes computer security plans for sensitive systems using the U.S. Department of Commerce NIST SP 800-18, "Guide for Developing Security Plans for Information Technology Systems, Rev.1, February 2006," and meeting the "NIST Special Publication 800-53."

## **Rules of Behavior for Internet Access by State Partners to LEHD Information Technology Systems**

Rules of Behavior, also referred to as acceptable use policy, instruct people about acceptable ways in which they may and may not use information technology (IT) systems. These rules communicate to every individual (including management, administrators, federal personnel, and contractors) accessing IT resources their role in protecting those resources, and advise them of their obligations.

This document describes such rules for users accessing Census Bureau servers in connection with a data transaction otherwise regulated by a Memorandum of Understanding (MOU) between a State Partner and the LEHD Program at the U.S. Census Bureau.

### **Individual Accountability**

Representatives of the State Partners are to be held individually accountable for their actions and may be subject to administrative penalties, fines, termination (removal), and/or imprisonment. The signatory to this agreement assumes responsibility for any employee or contractor transaction made on their behalf.

### **Data Stewardship**

The Census Bureau collects and processes data from many different sources. Much of this data is sensitive in nature and is protected under the Privacy Act, Title 13, Title 26, and Title 42 of the U.S. Code. Title 5, which applies to the protection of personnel (i.e. Human Resources) data, is also found within the U.S. Code. This law makes the release of covered data a criminal act punishable by Federal Law. Therefore, the unauthorized use of sensitive data by employees and contractors is prohibited. *Sensitive data may not be transmitted in any form without the appropriate encryption.*

Instructions on how to encrypt data were transmitted to each State Partner, and signature of these Rules of Behavior signifies receipt and understanding of such instructions.

Good data stewardship requires full communication and cooperation between users and system owners. Users are to follow the instructions given by the system owners and administrators with respect to the handling of sensitive data, including restrictions on where on the system such data is to be stored.

Permission to access data is authorized on a need to know basis, and users should act in a manner which minimizes the likelihood of unauthorized access by being aware of any restrictions on the use of data they are working with, and making sure that the access permissions on the files they own are consistent with these restrictions.

### **Government Computer Use**

Use of government computers, communications systems, data, and other information is meant for authorized purposes. Unauthorized use of government equipment is prohibited.

State partners are given access to Census Bureau systems based on the need to perform the data transactions specified by the MOU. Users are requested to work within the confinement of this access and are not to attempt to access systems or applications to which access has not been authorized.



Users should understand that some data processing or system administration activities may have higher priority than their own data processing activities. System administrators will be sensitive to program activities when scheduling downtime. System administrators may from time to time ask some users to schedule their jobs differently in order to accommodate the requirements of other users with higher priority tasks.

### **End-User Software Use**

Users are not allowed to install any software.

Personally owned software, files, data and other hardware or software is not permitted on government systems.

### **Password Use**

State Information Contact (SITCON) receive one login and password. Passwords are to be protected from unauthorized personnel. The associated logins are to be used only for the specific purpose for which they were granted.

### **Monitoring of Usage**

Any or all uses of this system and all files on this system may be intercepted, monitored, recorded, copied, audited, and inspected by appropriate enforcement parties. By using this system, the signatory consents to such interception, monitoring, recording, copying, auditing, and inspection at the discretion of the U.S. Census Bureau. Unauthorized or improper use of this system may result in civil and criminal penalties and administrative or disciplinary action, as appropriate. By using the systems that the signatory has been granted access to, consent to these terms and conditions of use is acknowledged each time. Access can be revoked at any time if the Census Bureau believes that misuse of logins is occurring. The SITCON will be contacted immediately.

### **Security Training**

All Census Bureau employees and contractors are required to complete an Information Technology Security Awareness Training session annually. State Partners are encouraged to provide similar training to the employees and contractors accessing Census Bureau systems.

### **IT Security Incident Reporting**

If you are aware of an IT security incident, or what you may think to be an IT security incident, you must contact the Bureau of the Census Computer Incident Response Team (BOC CIRT) within one hour of the incident by e-mail (<mailto:BOC.CIRT@census.gov>) or phone 301-763-5141. Additionally, you should contact the administrators of the systems involved, as appropriate.

**Acknowledgment of Rules of Behavior  
for Internet Access by State Partners  
to LEHD Information Technology Systems  
at the U.S. Census Bureau**

NAME: Colleen S. O'Neill

*Please print.*

STATE FUNCTION: Assistant to the Commissioner / Internal Security Officer

*Please describe your function  
(CTO, Internet Security Officer,  
etc.). You are signing as a  
representative for all employees of  
your agency with access to the  
resources listed below.*

USER ID:

**User ID is assigned by  
LEHD**

SERVER TYPE:

- LEHD Public Web server  
(<http://lehd.did.census.gov> and <https://lehd.did.census.gov> )
- Census FTP server  
(<ftp2.census.gov>)

SIGNATURE:

DATE:

FORM CD-15 (12-6-73) PRESCR. BY DAO 214-2	U.S. DEPARTMENT OF COMMERCE	DATE 11/10/2010
TRANSMIT/ROUTE		

NAME	BUILDING, ROOM OR REFERENCE NO.	TAKE ACTION BELOW	INITIALS AND DATE
Leroy Williams	6H214F	2	<i>[Signature]</i> 11/10/10
Francina Kerr	6H216F	2	<i>[Signature]</i> 11/12/10
Cotty Smith	6H107	2	<i>[Signature]</i> 11/12/10
Theresa Leslie	6H005	2,1	<i>[Signature]</i> 11/15/10
George Walker	5K166A	2	<i>[Signature]</i> 11/15/2010
Jeremy Wu	5K179	2,1	<i>[Signature]</i> 11/15/2010
Carol Comisarow	8H023	2	<i>[Signature]</i> 11-16-10
Miles Ryan	8H049	2	<i>[Signature]</i> 11/18/2010
Mary Frazier	8H168	2	<i>[Signature]</i> 11/19/10 My Comment stands
Tim Ruland	5K124	2	<i>[Signature]</i> 11/22/2010

**ACTION ITEMS**

- |                              |                                 |
|------------------------------|---------------------------------|
| 1. APPROVAL/SIGNATURE        | 9. YOUR INFORMATION             |
| 2. CLEARANCE/INITIALS        | 10. PER OUR CONVERSATION        |
| 3. RECOMMENDATION OR COMMENT | 11. AS REQUESTED                |
| 4. RETURN WITH MORE DETAILS  | 12. NECESSARY ACTION            |
| 5. INVESTIGATE AND REPORT    | 13. CIRCULATE AMONG STAFF       |
| 6. NOTE AND SEE ME           | 14. ANSWER DIRECTLY             |
| 7. NOTE AND RETURN           | 15. PREPARE REPLY FOR SIGNATURE |
| 8. NOTE AND FILE             |                                 |

OF: \_\_\_\_\_

**COMMENTS**

Please find attached two copies of the New Hampshire LED Agreement. No changes have been made other than updates of the Annual LED Partnership Confidentiality Certification Listings (CES, DPB, and FAB)

*To long as consistent with version of more earlier cleared by DOE as Barbara Federick earlier this year we clear*

Continued on reverse

FROM (Name)	BUILDING, ROOM OR REF. NO.	CODE AND EXTENSION
Lerory Williams	6H214F	3-9978



FORM CD-15 (12-6-73) PRESCR. BY <b>TRANSMIT/ROUTE</b> DAO 214-2		U.S. DEPARTMENT OF COMMERCE		DATE 11/10/2010
NAME	BUILDING, ROOM OR REFERENCE NO.	TAKE ACTION BELOW	INITIALS AND DATE	
Virgil McDonald	3J446E	2	CME 11/30/10	
Theresa Leslie	6H005	2,1	JSS 11/30/10	
Ron Jarmin	2K124	2,1	JSS for [unclear] 11/30/10	
Roderick Little	8H120	2,1	RORL 12/1/2010	
Leroy Williams	6H214F	2,1	LW 11/2/10	
<b>ACTION ITEMS</b>				
1. APPROVAL/SIGNATURE 2. CLEARANCE/INITIALS 3. RECOMMENDATION OR COMMENT 4. RETURN WITH MORE DETAILS 5. INVESTIGATE AND REPORT 6. NOTE AND SEE ME 7. NOTE AND RETURN 8. NOTE AND FILE 9. YOUR INFORMATION 10. PER OUR CONVERSATION 11. AS REQUESTED 12. NECESSARY ACTION 13. CIRCULATE AMONG STAFF 14. ANSWER DIRECTLY 15. PREPARE REPLY FOR SIGNATURE OF: _____				
COMMENTS				
Please find attached two copies of the New Hampshire LED Agreement.				
<input type="checkbox"/> Continued on reverse				
FROM (Name)	BUILDING, ROOM OR REF. NO.	CODE AND EXTENSION		
Lerory Williams	6H214F	3-9978		

\*U.S. Government Printing Office: 1980-665-115/1024 Region No. 6

Clear Form Fields