

Action Plan to Harmonize, Nationalize, and Extend Local Employment Dynamics (LED) Partnership Agreements

Since 2000, the Census Bureau has entered into agreements with individual states, the District of Columbia, and eligible U.S. territories (hereafter Partner) respectively to share data under the Local Employment Dynamics Partnership (hereafter Partnership). Under these 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 data infrastructure, from which innovative and previously unavailable data and products are produced about the dynamics of local employment.

For example, Quarterly Workforce Indicators (QWI) have been in production since 2004, and the third version of OnTheMap was released on September 4, 2008.

As of today, 47 states, the District of Columbia, and the Virgin Islands have joined the LED Partnership. The three remaining states and one territory are expected to join and complete a national partnership in the next two years. The first Partners began to join LED in 2000 for an expressed period of 10 years. Therefore, some of the early agreements will begin to expire as early as 2010¹.

Although the LED agreements followed a similar template, they are not identical. During the last decade, information technology advanced; laws changed; and trust in the partnership grew. Many terms in the existing agreements should be unified and harmonized to facilitate optimal alignment, consistency, and efficiency needed in a national Partnership.

The Census Bureau and the LED Steering Committee have agreed to a joint strategic approach to harmonize and nationalize the Partnership. It is envisioned that the national Partnership will be united and guided by common terms of a national agreement on or before September 30, 2009. All Partners will be converted to this national agreement for at least 10 years on or before September 30, 2010, with an expiration date of December 31, 2020.

This proposal to develop a national agreement was first discussed in the July 10 LED Steering Committee monthly conference call, and updated in the August 14 conference call. The following milestones have also been proposed:

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|-----------------|---|
| Sep 8, 2008 | The Census Bureau delivers the first draft national agreement to the LED Steering Committee |
| Sep 15-16, 2008 | LED Steering Committee semi-annual meeting. A harmonization team will be formed to include the Census Bureau, the five states with expiring agreements in 2010, and interested members of the Steering Committee for follow-up actions. Updates will be made through emails and monthly conference calls. |

¹ Illinois (1/19/2010), Maryland (2/7/2010), California (7/31/2010), Texas (8/31/2010), and Florida (9/21/2010). The next two states appear to be North Carolina (9/30/2011) and Minnesota (9/30/2011).

- Mar 4-6, 2009 LED Steering Committee semi-annual meeting and Annual Workshop. The Harmonization Team presents progress report and a draft national agreement to all Partners. Set a timeline to finalize the national agreement and begin implementation with the five states that have expiring agreements in 2010.

- Sep 2009 LED Steering Committee semi-annual meeting. Confirm full implementation with the first five Partners and continue implementation of the national agreement with all remaining Partners.

- Mar 2010 LED Steering Committee semi-annual meeting and Annual Workshop. Review progress.

- Sep 2010 LED Steering Committee semi-annual meeting. Complete conversion of all Partners to national agreement that will be effective through December 31, 2020.

Version History of this Document:

Date	Version	Author	Changes	Notes
07/16/2008	0.0	Phil		Starter template
08/15/2008	0.1	Jeremy	Create sections	Tim, Phil, Carol, Jim signed off
09/05/2008	0.2	Jeremy	Standardize layout and content	

DATA USE AGREEMENT

**AGREEMENT BETWEEN THE [STATE AGENCY NAME \(ST ABB\)](#)
And
THE U.S. CENSUS BUREAU
For
USE OF CONFIDENTIAL [ST ABB](#) ADMINISTRATIVE RECORDS
Under
THE LOCAL EMPLOYMENT DYNAMICS (LED) PARTNERSHIP**

I. BACKGROUND

Since 2000, the Census Bureau, a component of the U.S. Department of Commerce, has entered into agreements with individual states, the District of Columbia, and eligible U.S. territories (hereafter Partner) respectively to share data under the Local Employment Dynamics 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.

In order to ensure the continuing integrity, security, and confidentiality of information maintained by the [ST ABB](#) and to permit appropriate disclosure and use of such data as permitted by law under the Partnership, the [ST ABB](#) and the Census Bureau enter into this agreement to comply with:

- Section II terms 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 terms that are applicable specifically to [ST ABB](#),
- Section IV signatures that execute this agreement,
- Attachment A: U.S. Census Bureau Confidentiality Certification,
- Attachment B: UI-Wage Record and ES-202/QCEW File Layouts, and
- Attachment C: Bureau of Labor Statistics Commissioner's Order No. 3-04.

This Agreement shall become effective upon the signatures of the Census Bureau (hereafter User) and [ST ABB](#) (hereafter also Partner) in Section IV and shall remain in effect until December 31, 2020.

II. COMMON TERMS UNDER LED PARTNERSHIP

1. The User's access to the Partner data files is authorized under Title 13, United States Code (U.S.C.), Section 6. Title 13, U.S.C, Section 8(b), and Title 15, U.S.C., Section 1525, provide authority for the User to engage in joint statistical projects with public and private entities. The confidentiality of the Partner data is protected under Title 13,

U.S.C., Section 9; 5 U.S.C., Section 552a(3)(b)(4); 7 Code of Federal Regulations (CFR) 272.8(a), 42 CFR 431 Subpart F, 45 CFR 205.50; and the Bureau of Labor Statistics Commissioner's Order No. 3-04 provided in Attachment C. 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 following named individual is designated as “Custodian” of the Partner files on behalf of the User and will be personally 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 User agrees to notify the Partner within fifteen (15) days of any changes of custodianship. The parties mutually agree that the Partner may disapprove the appointment of a custodian or may require the appointment of a new custodian at any time.

Custodian: James C. Gibbs, Assistant Division Chief
for Data Management
Data Integration Division
U.S. Census Bureau
4600 Silver Hill Road
HQ-6H005
Suitland, MD 20746
(301) 763-1469
James.C.Gibbs@census.gov

3. The User represents and warrants and, the Partner relies upon such representation and warranty, that the data files specified in Section II, Paragraph 5, will be used by the User for the purposes of its research program to explore the potential for using administrative records to improve economic and demographic censuses, surveys and intercensal population estimates; for production of the Quarterly Workforce Indicators; and for other purposes agreed to under the Partnership. As part of the research, various administrative record files will be included in a research database infrastructure called the Local Employment Dynamics (LED) data infrastructure. The goal is to develop optimal combinations of administrative record file information based on data quality, timeliness, and availability.

This research will provide important data to support the Master Address File Program, 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 User will perform a series of data edits to assure the consistency between the Partner Unemployment Insurance (UI) wage records and ES-202/Quarterly Census of Employment and Wages (QCEW) employer records, under the authority provided by Title 13, U.S.C., Section 8(b), and Title 15, U.S.C., Section 1525. The User will conduct this statistical operation without any use of, or commingling with, Title 13-protected data

files. These records will achieve Title 13-protected status when they are combined in the LED data infrastructure, including the Current Population Survey, the Survey of Income and Program Participation, the Survey of Program Dynamics, the American Community Survey, Economic Censuses, and Annual Economic Surveys, and data from the Social Security Administration 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 at the option of the Partner quarterly thereafter, an edited copy of the Partner-provided UI wage records, which have been edited and imputed without the inclusion of employer record data protected under Title 13 or Title 26 U.S.C. or CIPSEA (see 44 U.S.C. 3501 note) and tabulations by county and industry of these edits. The User will modify these records when Social Security Numbers have been identified as incorrect through longitudinal analysis of firm level reporting patterns evident solely in the Partner data. Additionally, firm level reporting anomalies identified within the Partner data may produce missing earnings data. The User will impute earnings data for records that meet these criteria. The Partner may only use edited wage records for statistical purposes.
 - b. 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. These include the 29 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.
 - c. Within 6 months of Quarterly Workforce Indicators production for the Partner, display of Partner data through 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.
 - d. 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.

- e. 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, then 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 <http://lehd.did.census.gov/led/partnersonly/sop.html>), 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, and
 - 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 <http://lehd.did.census.gov/led/partnersonly/sop.html>, whichever contains the more recent information.

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

Once data are transmitted to the Census Bureau, these data become a part of the Census Bureau system of records: 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. As such, these records are subject to all requirements and conditions of the Privacy Act of 1974.

6. Notwithstanding any other provisions of this Agreement, the Partner 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. Refer to Attachment C, item 6c, for the definition of "statistical purposes". Also reference Attachment C item 8, regarding "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 Affidavit of Nondisclosure.

7. The parties mutually agree that the Partner data files, and any derivative files that continue identification of individuals and/or business entities, may be retained by the User until December 31, 2020. The User agrees to notify the Partner within 30 days of the completion of the purpose specified in Section II, Paragraph 3, if the purpose is completed before this aforementioned retention period. Upon such notice or at the end of the above-mentioned retention date, whichever occurs sooner, the User will destroy such data at the User's expense, and agrees to certify the destruction of the files within 30 days according to established federal procedures. A statement certifying this action must be sent to the Partner. The User agrees that no data from the Partner 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 from the Partner point of contact identified in this Agreement. The User acknowledges that stringent adherence to the aforementioned retention period is required, and that the User shall ask the Partner for instructions under this paragraph if instructions have not been received within 30 days after the retention period ends.

The retention period until December 31, 2020, 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.

8. The User agrees to establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data supplied by 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 that the data must not be physically moved or transmitted in any way from the site(s) indicated in Section II, Paragraph 9, without prior written approval from the Partner.
9. The Census Bureau maintains secure computer facilities located in secured buildings at:

Data Processing Sites: Bowie Computer Center, Bowie, Maryland
 Census Bureau Headquarters, Suitland Federal Reservation,
 Suitland, MD

Computer systems on which Partner data will be stored and processed are located at each

of these sites. In addition, Partner data maintained at the Bowie Computer Center may be accessed from the Census Research Data Centers according to the procedures described in Section II, Paragraph 10.

Security guards and electronic card keys control access to the Bowie and Suitland 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 uses.

The Bowie Computer Center is 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 Bowie Computer Center 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 follow, 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."

10. The Census Bureau operates several Research Data Centers (RDCs) under the Center for Economic Studies to improve the utility and quality of its data products:

Approved Research Access Sites: Census Research Data Centers

A list of the current RDCs is available at <http://www.census.gov/contacts/www/c-ces.html>. The RDCs are secure Census Bureau facilities operated in partnership with prominent research universities and non-profit research organizations. Qualified researchers may attain access to confidential data from the User and other sources at the RDCs. The measures taken by the Census Bureau to protect these confidential data include:

- *Controlled Access for Census Bureau Approved Purposes.* All access to data by researchers at Census Bureau RDCs is conducted under approved research projects that benefit Census Bureau programs. Qualified researchers may submit proposals for research projects to the Census Bureau. When a research proposal is approved,

researchers are granted access only to the data specifically requested in the proposal for that research project. For more information about this process, see the Research Proposal Guidelines as documented on the Center for Economic Studies website, <http://www.ces.census.gov/index.php/ces/researchguidelines>.

- *Researcher Screening and Training.* All researchers must undergo a background check that includes the submission of the researcher's fingerprint to the FBI, mandatory training in computer security and in the handling of confidentiality data, and the process to take the standard Sworn Affidavit of Nondisclosure. The background check, training, and sworn affidavit are completed before the researcher is granted access to data.
- *A Secure Computer Environment.* All the data used at the RDCs are physically located on computer servers in the Bowie Computer Center. Access to the data is provided to researchers at the RDCs via a thin client, which can only display information from the server and accept mouse and keyboard input from the researcher. The thin client has no ability to download data from the server and no ability to write to computer media such as floppy disks and CDs. Researchers cannot access the Internet or any other network at the RDCs. All users' activities are logged and monitored by the Census Bureau computer staff.
- *RDC Physical Access Controls.* Every RDC is a physically secure facility. The physical security controls must be inspected, approved, and maintained by the Office of Security of the Department of Commerce, governed by IRS Publication 1075, *Tax Information Security Guidelines for Federal, State and Local Agencies and Entities: Safeguards for Protecting Federal Tax Returns and Return Information*. Physical access controls include electronic badges on the external doors of the RDCs and cameras covering key access points. In addition, some RDCs have motion sensors and/or intruder alarms. Every RDC is staffed by a Census Bureau employee (the RDC Administrator). This Census Bureau employee is responsible for the day-to-day operation of the facility and ensures all security and access policies are followed by all users. Laptop computers and other personal computer devices are not allowed in the RDCs.
- *Disclosure Review.* Before a researcher may remove any material from the RDC, the material must be submitted to the RDC Administrator for disclosure review. Approved output is sent electronically from staff at Census Bureau Headquarters – removing printouts is prohibited. The Census Bureau explicitly considers potential disclosure risks in its initial review of all projects.
- *No Personal Identifiers Provided to Researchers.* Researchers at the RDCs are not given access to any demographic data files with personal identifiers. These include name, address, or Social Security Numbers. All demographic data sets either contain no identifier or contain Protected Identity Keys (PIK) that are produced by the Census Bureau. PIKs are synthetic codes that do not identify individuals or households, but do allow records to be linked.

11. Notwithstanding the preceding paragraph or other provisions of this Agreement, the User understands and agrees to the following provisions:
 - a. In publicly releasing information, no individual person or entity shall be directly or indirectly identifiable.
 - b. The Partner shall be allowed to review any publication, report, and other documents that contain summaries or aggregations of Partner data in which the Partner state or any part of the Partner state is specifically identified, and to approve its release prior to publication and/or distribution to others outside of the persons authorized under this Agreement. This provision does not apply to a publication, report, or other document that does not contain Partner data or contains Partner data in a regional, national, or similarly aggregated analysis in which the Partner state or any part of the Partner state is not separately identified.
 - c. 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 Affidavit 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 point of contact identified in Section III of this Agreement prior to the disclosure of Partner's confidential information and annually thereafter. Original Confidentiality Certification shall be made available, upon request, to Partner personnel during on-site reviews.
 - d. The User agrees to provide Partner, upon execution of this Agreement and as required thereafter, with information on all research and other projects or products using Partner data for purposes external to the core User programs referenced in Section II, Paragraph 3, of this Agreement, identifying the purpose, the persons involved, and the timeframe for each if available. The User shall maintain such information in easily accessible form and notify Partner of any additions or changes through the LED Steering Committee, annual workshop, listservs, and website.
12. The LED data infrastructure is part of the Title 13 data that may be accessed by external researchers at the RDCs to support the mission of the Census Bureau. The User agrees that any RDC external research project that plans to identify statistics for the Partner state or any part of the Partner state shall require advance written approval from Partner before any such statistics can be released. This provision does not apply to RDC research projects that do not contain Partner data or contain Partner data in a regional, national, or similarly aggregated analysis in which the Partner state or any part of the Partner state is not separately identified. The User further agrees to suppress individual and business identifiers from all files used in the RDC, including Social Security Number, worker names, employer account numbers, employer names, and employer addresses.

13. The User represents and warrants 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, show, sell, rent, lease, loan, 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 Section.
14. The User agrees that authorized representatives of the Partner will be granted access to premises where the aforesaid files are kept for the purpose of inspecting security arrangements to confirm whether the User is in compliance with the security requirements specified in this Agreement. Said access will be granted to the authorized representatives upon swearing the Census Bureau's Sworn Affidavit of Nondisclosure.
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 3, except for data files identified in Section II, Paragraph 5, that will be protected by the User under the Privacy Act and the requirements of Partner state law, until they are destroyed due to termination 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.
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 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. The User agrees to notify 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 immediately and fully notify Partner of any unauthorized disclosure of Partner data provided under this Agreement or other breach of the confidentiality requirements contained herein.
 - b. 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 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 (e) destroy Partner data file(s).

- c. 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 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 3559, 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 (42 U.S.C. Section 1306(a)), including a fine not exceeding \$10,000 or by imprisonment not exceeding five (5) years, or both, may apply with respect to any disclosure of information in the file(s) specified in item 5 that is inconsistent with the terms of this Agreement.
- Under the Privacy Act (5 U.S.C. Section 552a (1) and (3)) may apply, if it is determined that the Custodian, or any individual employed or affiliated therewith, knowingly and willfully obtained the file(s) under false pretense. Any person found guilty under the Privacy Act shall be guilty of a misdemeanor and fined not more than \$5,000.
- Under 18 U.S.C. Section 641, if it is determined that the User, or any individual employed or affiliated therewith, has taken or converted data file(s) for his own use or received the file(s) knowing that they were stolen or converted, they shall be fined not more than \$250,000 or imprisoned not more than five (5) years, or both.
- Under applicable Partner state laws, for wrongful disclosure of the confidential Partner information, subject to a fine and/or imprisonment, or both.

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.

20. The terms of this Agreement can be changed only by a written modification 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 Associate Director and by the appropriate Partner 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 representative and the appropriate Census Bureau Associate Director or their designee. The parties agree further that instructions or interpretations issued to the User concerning this Agreement or the data specified herein shall not be valid unless issued in writing by the Partner point of contact or the Partner 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. In the event of a dispute between Partner and the User regarding any part of this Agreement, the dispute may be submitted to non-binding arbitration upon the consent of both Partner and the User. An election for arbitration pursuant to this provision shall not preclude either party from pursuing any remedy for relief otherwise available. This Agreement will be governed by U.S. Federal laws and the Partner state laws, to the extent applicable and not in conflict with U.S. Federal law.
22. The parties shall execute this Agreement in duplicate; one original shall be retained by each party. This Agreement shall become effective upon its execution by both parties and end on December 31, 2020.

III. PARTNER SPECIFIC TERMS

1. The **ST ABB** is authorized to make the information specified in this Agreement available to the User pursuant to **STATE USE STATUTE**.
2. The User understands and agrees that, under **STATE USE STATUTE** and under federal law, all employer reported information and unemployment compensation data, in whatever form that is furnished by **ST ABB** under this Agreement is, as a matter of law, and shall be treated as, confidential information.
3. The parties mutually agree that the following named individual will be designated as point of contact for the Agreement on behalf of the **ST ABB**.

Name of Contact:

Title/Component:

Street Address or Mail Stop:

Postal City/State/Zip Code:

Phone Number (Including Area Code):

Fax Number (Including Area Code):

E-Mail Address:

4. When the **ST ABB** data are received by the Census Bureau they are protected under the Privacy Act and they are subject, to the extent permitted by Federal law, to the provisions of **STATE USE STATUTE**.
5. The **ST ABB** understands and agrees to complete and sign an acknowledgement of the Rules of Behavior for use of Internet access by **ST ABB** to Census Bureau computing facilities upon execution of this Agreement. Rules of Behavior communicates to **ST ABB** personnel about their role in protecting the Census Bureau information technology resources and advises them about their obligations.

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 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.

Ronald S. Jarmin, Director, Center for Economic Studies

(Signature) (Date)

The Custodian, as named in Section II, Paragraph 2, hereby acknowledges his/her appointment as Custodian of the aforesaid file(s) on behalf of the User, and agrees personally and in a representative capacity to comply with all of the provisions of this Agreement on behalf of the User.

James C. Gibbs, Assistant Division Chief for Data Management, Data Integration Division

(Signature) (Date)

On behalf of the Census Bureau, the undersigned individual hereby agrees to support the **ST ABB** in ensuring that the User maintains and uses the **ST ABB** data in accordance with the terms of this Agreement.

C. Harvey Monk, Jr., Acting Associate Director for Economic Programs

(Signature) (Date)

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

ST SIGNATORY AND TITLE

(Signature) (Date)

U.S. CENSUS BUREAU
2008 CONFIDENTIALITY CERTIFICATE ON
PERSONS WITH ACCESS TO CONFIDENTIAL DATA
UNDER
THE LOCAL EMPLOYMENT DYNAMICS (LED) PARTNERSHIP

Purpose

All U.S. Department of Commerce, Census Bureau division and office chiefs who are responsible for employees and individuals with Census Bureau Special Sworn Status (hereafter Special Sworn Agents) who may access confidential information in the course of their duties must officially inform each employee and Special Sworn Agent about the legal requirements to safeguard the data and the restrictions on access and use of the individual records.

To accomplish this, each Census Bureau division and office chief or their designee must present this information to these employees and Special Sworn Agents. Each such employee and Special Sworn Agent 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, and be informed of the penalties for its misuse, and have signed a Census Bureau Sworn Affidavit of Nondisclosure acknowledging that they were informed of the confidentiality of the data and of the requirements and methods to protect it. Each such employee and Special Sworn Agent must complete and pass standard annual Census Bureau training on information technology security, Title 13 data, and Title 26 data respectively.

Each Census Bureau manager or supervisor of employees and Special Sworn Agents 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.

The LED Partnership currently covers 47 states², the District of Columbia, and the U.S. Virgin Islands (Partners) that have signed standard agreements with the Census Bureau to allow access of specific administrative records on workers and employers. This confidentiality certification must be provided to the Partners' point of contact prior to the confidential data are provided to the Census Bureau and annually thereafter.

Certification of Compliance with Confidentiality Requirements

Each Census Bureau employee and Special Sworn Agent with access to confidential data under the LED Partnership has sworn and signed a standard Census Bureau Sworn Affidavit of Nondisclosure on handling confidential information. Special precautions are necessary to protect these types of information from unauthorized access, use, modification, disclosure, and destruction.

² All U.S. states except Connecticut, Massachusetts, and New Hampshire. Puerto Rico is eligible U.S. territory.

Each such Census Bureau employee and Special Sworn Agent 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. Unauthorized use or disclosure of confidential data may be subject to criminal, civil and disciplinary penalties, and termination of the Data Use Agreement under the LED Partnership;

Each Census Bureau employee and Special Sworn Agent 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.
- 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; never placing confidential or sensitive information on removable media (e.g., laptops, CDs, DVDs, flash drives, etc.).
- 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: shredding, burning, or certified or witnessed destruction or erasure; never disposing of such information in the waste baskets or recycle bins.

Annual LED Partner Data Access Certification Listing

Division:	Center for Economic Studies U.S. Census Bureau, U.S. Department of Commerce			
Reporting Year:	2008			
Date:	October 2008			
	Census Bureau Employee	Special Sworn Status		
		Researcher	IPA/Other Govt.	Contractor
<i>Assistant Division Chief</i>				
Jeremy S. Wu	X			
<i>Staff</i>				
John Abowd			X	
Frederick Andersson		X		
Patti Becker	X			
Holly W. Brown	X			
David Chesser				X
Stephen Ciccarella	X			
Monica Perez Garcia		X		
Chris Goetz	X			
Matthew Graham	X			
John Haltiwanger			X	
Patrick "Heath" Hayward	X			
Emily Isenberg				X
Kevin McKinney	X			
Erin Moody	X			
Robert Kimball Pitts				X
David Rosenblum				X
Lee "Kristin" Sandusky	X			
Stephen R. Tibbets				X
Lars Vilhuber			X	
Walter Kydd (Branch Chief)	X			
Tao Li				X
Kuei-fen "Cindy" Ma				X
Jeronimo Mulato				X
Camille S. Norwood				X
Claudia Perez	X			
Chaoling Zheng				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 2008.

It also certifies that each individual in this listing has signed a Census Bureau Sworn Affidavit of Nondisclosure; received and passed annual training on IT security, Title 13 data, and Title 26 data; 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 Local Employment Dynamics

Date

Annual LED Partner Data Access Certification Listing

Division:	Data Integration Division U.S. Census Bureau, U.S. Department of Commerce			
Reporting Year:	2008			
Date:	October 2008			
	Census Bureau Employee	Special Sworn Status		
		Researcher	IPA/Other Govt.	Contractor
<i>Assistant Division Chief</i>				
James C. Gibbs	X			
<i>Staff</i>				
Vickie Kee (Branch Chief)	X			
Lakita Ayers	X			
Mikhail Batkhan				X
Raymond Dowdy	X			
Robert Jeffery	X			
Jeong Kim	X			
Hung Pham	X			
Ya-Jiun Tsai				X
Cotty Smith (Branch Chief)	X			
Barbara Butler				X
Francina Kerr	X			
Donna Myers	X			
Demetra Wallace	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 2008.

It also certifies that each individual in this listing has signed a Census Bureau Sworn Affidavit of Nondisclosure; received and passed annual training on IT security, Title 13 data, and Title 26 data; 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.

James C. Gibbs
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.

LEHD Data Elements				
Position	Label	Data Element	Len	Data Specification
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 http://129.6.13.40:80/fipspubs/co-codes/states.htm). <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 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

Columns	Len	Key	Type	COBOL Filed Name	Description & Notes
Enhanced Quarterly UI Address File (EQU) -- Standard Data Record					
1	1	1	Key	Char	EQUI-TRANS-CODE Transaction Type Code; 'F'= Standard fully -formatted record (added, modified, inactivated, etc., establishment), 'D'= Deleted record.
2	3	2	Key	Char	EQUI-STATE-FIPS FIPS state code
4	8	5	Key	Char	EQUI-YRQ Year and quarter for the data to follow sub-divided below
4	7	4R	Key	Char	EQUI-YEAR Year of data to come
8	8	1R	Key	Char	EQUI-QTR 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)
9	23	15R	Key	Char	EQU-SESA-ID State Employment Security Agency Identification number for the employer (U-I account plus reporting unit number); sub-defined below
9	18	10R	Key	Char	EQUI-UI-ACCT U-I account number portion of SESA ID
19	23	5R	Key	Char	EQUI-RUN Reporting unit number
24	32	9		Char	EQUI-EIN Federal Employer Identification Number (EIN)
33	47	15		Char	EQUI-PRED-SESA-ID Predecessor's SESA ID (blank if none); subdivided below
33	42	10R		Char	EQUI-PRED-UI-ACCT Predecessor's U-I account number
43	47	5R		Char	EQUI-PRED-RUN Predecessor's Reporting unit number
48	62	15		Char	EQUI-SUCC-SESA-ID Successor's SESA ID (blank if none); subdivided below
48	57	10R		Char	EQUI-SUCC-UI-ACCT Successor's U-I account number
58	62	5R		Char	EQUI-SUCC-RUN Successor's reporting unit number
63	97	35		Char	EQUI-LEGAL-NAME Employer's legal/corporate name
98	132	35		Char	EQUI-TRADE-NAME Employer's trade name (or doing-business-as (DBA) name)
133	243	111		Char	EQUI-UI-TAX-ADDRESS U-I tax department's mailing address for the employer; individual fields that compose this group level are listed below.
133	167	35R		Char	EQUI-UI-ADDR1 First line of the U-I tax street address
168	202	35R		Char	EQUI-UI-ADDR2 Second line of U-I tax street address
203	232	30R		Char	EQUI-UI-CITY U-I address city
233	234	2R		Char	EQUI-UI-STATE U-I address state postal abbreviation
235	243	9R		Char	EQUI-UI-ZIP-CODE Full 9-digit zip code for U-I tax address (subdivided below)
235	239	5R		Char	EQUI-UI-ZIP Standard 5-digit zip code for U-I tax address
240	243	4R		Char	EQUI-UI-ZIPX U-I tax address Zip+4 extension
244	354	111		Char	EQUI-PHYS-LOC-ADDRESS Block definition of physical location address; sub -defined below
244	278	35R		Char	EQUI-PL-ADDR1 First physical location street address line
279	313	35R		Char	EQUI-PL-ADDR2 Second line of physical location street address
314	343	30R		Char	EQUI-PL-CITY Physical location address city
344	345	2R		Char	EQUI-PL-STATE Physical location address state postal abbreviation
346	354	9R		Char	EQUI-PL-ZIP-CODE Physical location address 9-digit zip code; subdivided below
346	350	5R		Char	EQUI-PL-ZIP Physical location 5-digit zip code
351	354	4R		Char	EQUI-PL-ZIPX Physical location Zip +4 extension
355	466	112		Char	EQUI-MAILING-OTHER-ADDRESS Group definition of the mailing/other address block; subdivided below
355	389	35R		Char	EQUI-MO-ADDR1 First mailing/other street address line
390	424	35R		Char	EQUI-MO-ADDR2 Second mailing/other street address line
425	454	30R		Char	EQUI-MO-CITY Mailing/other address city
455	456	2R		Char	EQUI-MO-STATE Mailing/other address state postal abbreviation
457	465	9R		Char	EQUI-MO-ZIP-CODE Mailing/other address 9 digit zip code, split into sub-fields below
457	461	5R		Char	EQUI-MO-ZIP Mailing/other address 5 digit zip code
462	465	4R		Char	EQUI-MO-ZIPX Mailing/other address ZIP+4 extension
466	466	1R		Char	EQUI-MO-ADDR-TYPE Address type code for the mailing/other address; '1' =Physical location address; '2'= Mailing address, '3'=Corporate headquarters, '9' =Unknown or unverified type of address
467	501	35		Char	EQUI-RPT-UNIT-DESCR Reporting unit description (intended for worksite identification, but can be used for any account)
502	511	10		Char	EQUI-PHONE-NUM Employer's phone number, sub-fields are listed below
502	504	3R		Char	EQUI-PHONE-AREA Area code portion of the phone number
505	507	3R		Char	EQUI-PHONE-PFX Exchange code for phone number (or 'prefix')
508	511	4R		Char	EQUI-PHONE-SFX Suffix of phone number
512	519	8		Char	EQUI-SETUP-DATE Set-up date for the establishment (date when record was added to the U-I tax file (or to the Micro File); yyymmdd format
520	527	8		Char	EQUI-INIT-LIAB-DATE Date of initial liability for U-I taxation for the establishment; yyymmdd format

528	535	8		Char	EQUI-END-OF-LIAB-DATE	Most recent end-of-liability, which may be circumvented by a reactivation date (mentioned next); yyyymmdd format
536	543	8		Char	EQUI-REACT-DATE	Most recent reactivation date, resulting in an active status code unless an even later end-of-liability date is present: yyyymmdd format
544	544	1		Char	EQUI-STATUS	Activity status code for the designated quarter, '1'=Active, '2'=Inactive, '9'= Pending future activation
545	545	1		Char	EQUI-CES-IND	Indicator showing whether the establishment participates in the Current Employment Statistics (CES) system; space=Account has not been identified as a CES participant, 'C'=Account reports data under the CES system
546	547	2		Char	EQUI-REFILE-RESP-CODE	Refiling response code for the most recent cycle for which the account was selected
548	551	4		Char	EQUI-REFILE-YEAR	Year of most recent Annual Refiling Survey (ARS) activity (associated with the response code above)
552	574	23		Char	EQUI-OLD-CODES	Changed codes showing the values as they existed at the beginning of the most recent refiling year; split into subordinate fields below
552	554	3R		Char	EQUI-OLD-CNTY	Most recent changed pre-refiled county FIPS code
555	555	1R		Char	EQUI-OLD-OWN	Most recent pre-refiling ownership code
556	559	4R		Char	EQUI-OLD-SIC	Most recent pre-refiling sic code
560	562	3R		Char	EQUI-OLD-TOWN	Most recent New England township code, as it existed at the beginning of a refiling cycle
563	568	6R		Char	EQUI-OLD-NSTA	Most recent pre-filing North American Industrial Classification System (NAICS) code with SIC-Treatment of Auxiliary Establishments
569	574	6R		Char	EQUI-OLD-NAICS	Pre-filing NAICS code from the most recent refiling cycle for which a charge has occurred
575	575	1		Char	EQUI-DATA-SOURCE	Code for origination source of data; space=Data from employer, 'E'=EDI data
576	576	1		Char	EQUI-SPECIAL-IND	Specialized classification code; space=Standard account, 'L'=Employee leasing company, 'T'=Indian tribal council
577	580	4		Char	EQUI-AGENT-CODE	Agent code, generally used for a payroll service or other external agent who has employment and wage information for the establishment
581	724	144		Char	EQUI-QUARTER-DATA	Data elements specifically dealing with the particular quarter; fields appear below.
581	584	4R		Char	EQUI-SIC	Standard Industrial Classification (SIC) code for the quarter
585	590	6R		Char	EQUI-NSTA	NAICS code with an SIC-Treatment of Auxiliaries for the quarter
591	596	6R		Char	EQUI-NAICS	NAICS code for the quarter
597	597	1R		Char	EQUI-OWN	Single-digit ownership code for the quarter; '1'=Federal government, '2'=State gov't '3'=Local government, '5'=Private ownership
598	598	1R		Char	EQUI-ORG-TYPE	Private industry organization type code for the quarter; space=Unknown or unspecified organization type, 'C'=Corporation, 'I'=Individual proprietorship, 'O'=Other organization type; 'P'=Partnership
599	601	3R		Char	EQUI-CNTY	FIPS county code for the quarter
602	604	3R		Char	EQUI-TOWN	FIPS sub-county township code for the quarter; applies only to New England and NJ
605	605	1R		Char	EQUI-AUX	Auxiliary code for the quarter; 'O'=Auxiliary status unknown, 'S'=Not an auxiliary, '8'=Auxiliary-purpose establishment, serving the parent corporation
606	611	6R		Num	EQUI-MON1-EMPL	First month's employment for the quarter
612	612	1R		Char	EQUI-MON1-IND	Indicator field for first month's employment; space=Reported, 'A'=Assigned from CES data, 'C'=Changed (re-reported), 'D'=Missing data notice data (reported) 'E'- Estimated, 'H'=Hand estimated (vs. machine-generated estimates, 'L'=Late reported (overrides earlier estimates), 'M'-Missing, 'N'=Non-estimable due to long-term delinquency, 'P'=Prorated from master to worksite, 'R'=Reported, 'S'=Summed worksites to master, 'W'=Assigned from Wage Summary File Data, 'X'=Non-numeric input datum converted to zeroes and inestimable as is
613	618	6R		Num	EQUI-MON2-EMPL	Second month's employment for the quarter
619	619	1R		Char	EQUI-MON2-IND	Indicator filed for second month's employment; space=Reported, 'A'=Assigned from CES data, 'C'=Changed (re-reported), 'D'=Missing data notice data (reported) 'E'- Estimated, 'H'=Hand estimated (vs. machine-generated estimates, 'L'=Late reported (overrides earlier estimates), 'M'-Missing, 'N'=Non-estimable

						due to long-term delinquency, 'P'=Prorated from master to worksite, 'R'=Reported, 'S'=Summed worksites to master, 'W'=Assigned from Wage Summary File Data, 'X'=Non-numeric input datum converted to zeroes and inestimable as is
620	625	6R		Num	EQUI-MON3-EMPL	Third month's employment for the quarter
626	626	1R		Char	EQUI-MON3-IND	Indicator field for third month's employment; space=Reported, 'A'=Assigned from CES data, 'C'=Changed (re-reported), 'D'=Missing data notice data (reported) 'E'- Estimated, 'H'=Hand estimated (vs. machine-generated estimates, 'L'=Late reported (overrides earlier estimates), 'M'-Missing, 'N'=Non-estimable due to long-term delinquency, 'P'=Prorated from master to worksite, 'R'=Reported, 'S'=Summed worksites to master, 'W'=Assigned from Wage Summary File Data, 'X'=Non-numeric input datum converted to zeroes and inestimable as is
627	637	11R		Num	EQUI-TOTAL-WAGE	Total wages for the quarter
638	638	1R		Char	EQUI-TOTW-IND	Indicator filed for total wages; space=Reported, 'A'=Assigned from CES data, 'C'=Changed (re-reported), 'D'=Missing data notice data (reported) 'E'- Estimated, 'H'=Hand estimated (vs. machine-generated estimates, 'L'=Late reported (overrides earlier estimates), 'M'-Missing, 'N'=Non-estimable due to long-term delinquency, 'P'=Prorated from master to worksite, 'R'=Reported, 'S'=Summed worksites to master, 'W'=Assigned from Wage Summary File Data, 'X'=Non-numeric input datum converted to zeroes and inestimable as is
639	649	11R		Num	EQUI-TAX-WAGE	Taxable wages for the quarter
650	658	9R		Num	EQUI-CONTRIB	Contributions due (or assessed) for the quarter
659	659	1R		Char	EQUI-TYPE-COV	Type-of-coverage code for the quarter; '0'=Experience -rated, taxable, '1'=reimbursable, '2'=Experience -rated with employee contributions, '3'+Reimbursable with employee contributions, '8'=Non-covered (non-subject), '9'=Federal acct.
660	660	1R		Char	EQUI-MEEI	Multiple Establishment Employer Indicator (MEEI) code for the quarter, '1'=Single provide worksite detail (treated as single), '5'=Composit worksite (multiple locations, such as county-wide), '6'=Multi master treated as single, since fewer than 10 persons are employed in all worksites combined.
661	661	1R		Char	EQUI-RPTING-CHNG-IND	Reporting change indicator, denoting whether a change to reporting status is economically based; '0'=Reporting is unchanged, or reporting change is economically based, '1'=Reporting changed, but change was not economically based.
662	667	6R		Char	EQUI-COMMENT	Group-level comment codes; individual comment code fields are defined below
662	663	2R		Char	EQUI-CMNT1	First 2-digit comment code for the quarter
664	665	2R		Char	EQUI-CMNT2	Second comment code for the quarter
666	667	2R		Char	EQUI-CMNT3	Third comment code for the quarter
668	724	57R		Char	EQUI-NARR-CMNT	Narrative comment to supplement the numeric codes above
725	800	76		Char	EQUI-GEOCODE-DATA	Fields laid out for geocoding of physical location information; breakout appears below
725	726	2R		Char	EQUI-COLLECT-IND	Collection mode indicator (CMI) used in TRS refiling of single employers
727	734	8R		Char	EQUI-PLA-DATE	Most recent change date for the physical location address (yyyymmdd format)
735	737	3R		Char	EQUI-GEO-SOFTWARE	Indicator for the type of geocoding software used to obtain the geocoding information on an employer; values not yet determined
738	738	1R		Char	EQUI-GEOCODE-SRC	Geocoding information source indicator code; values still to be determined
739	741	3R		Char	EQUI-LOCATION	Geographic location code
742	745	4R		Char	EQUI-MATCH-CODE	Code denoting the reliability of the geocoding data
746	754	9R		Char	EQUI-LATITUDE	Geographic latitude of the location to within +/- 2.2 inches north/south measurement (99.999999 format used; blank if unknown)
755	765	11R		Char	EQUI-LONGITUDE	Geographic longitude (sign yet to be established) for the establishments physical location , with supposed precision to +/- 2 east/west measurement (+99.999999 format used; blank if unknown)
766	766	1R		Char	EQUI-UI-ADDR-TYPE-CODE	Address type code from current U-I address ('1'=Physical location; '2'=Mailing address; '3'=Corporate headquarters; '9'=Unknown type of address)
767	771	5R		Char	EQUI-NEW-LONG-LAT-YRQ	Year/quarter in which the geocoding information was last updated

						(yyyyq format)
772	776	5R		Char	EQUI-CITY-CODE	Municipality geographic code number (values have not yet been defined)
777	778	2R		Char	EQUI-CITY-CODE-IND	Index to city code, further clarifying the metropolitan district; no values yet defined
779	783	5R		Char	FILLER	Spaces; set aside for future geographic coding
784	785	2R		Char	FILLER	Spaces; set aside for future geographic coding
786	793	8R		Char	FILLER	Spaces; set aside for future geographic coding
794	800	7R		Char	FILLER	Spaces; set aside for future geographic coding

Commissioner's Order No. 3-04

Date: NOVEMBER 4, 2004

Commissioner's Order No. 3-04

Subject: Confidential Nature of BLS Records

1. Purpose. The purpose of this Order is to state the Bureau of Labor Statistics (BLS) policy concerning its confidential records.
2. Reference Office. Office of Administration, Division of Management Systems.
3. Authority. Secretary's Order 39-72, "Control of Data and Information Collected by the Bureau of Labor Statistics," assigns the Commissioner of Labor Statistics responsibility for confidentiality policy and procedures related to the protection of BLS data and for deciding on all requests for public disclosure of data collected by the BLS. The Confidential Information Protection and Statistical Efficiency Act of 2002 (CIPSEA), Title 5 of Public Law 107-347, establishes statutory provisions protecting the confidentiality of data collected by Federal Executive Branch agencies for exclusively statistical purposes under a pledge of confidentiality. The Workforce Investment Act of 1998, Public Law 105-220, section 309(a)(2), establishes statutory provisions protecting the confidentiality of data collected through the Federal/State Labor Market Information programs. The Federal Statistical Confidentiality Order issued by the Office of Management and Budget, 62 Federal Register 35043 (June 27, 1997), establishes a consistent government policy protecting the confidentiality interests of respondents who provide information for Federal statistical programs.
4. Directives Affected. Commissioner's Order 3-93, "Confidential Nature of BLS Records," is replaced by this Order. In all cases where Commissioner's Order 3-93 is cited as the BLS policy, this Order is henceforth the applicable document.
5. References. Administrative Procedure 1-96, "Responsibility for Safeguarding Confidential Information," Commissioner's Order 3-00, "Contracts and Agreements Involving BLS Confidential Data or Privacy Act Data," and Commissioner's Order 4-00, "Advance Release of Embargoed News and Data Releases," provide additional information on the BLS confidentiality policy.
6. Definitions. For purposes of this Order:
 - a. Confidential information includes:
 - i. Individually identifiable data. Any representation of information that permits the identity of the respondent to whom the information applies to be reasonably inferred by either direct or indirect means.
 - ii. Pre-release economic data. Statistics and analyses that have not yet officially been released to the public, whether or not there is a set date and time of release before which they must not be divulged.
 - iii. Embargoed data. Pre-release economic data for the Principal Federal Economic Indicators produced by the BLS. Currently, the following BLS data series have been designated by OMB as Principal Federal Economic Indicators: the Consumer Price Index, Employment

Situation, Employment Cost Index, Producer Price Indexes, Productivity and Costs, Real Earnings, and U.S. Import and Export Price Indexes.

- b. Respondent. A person who, or organization that, is requested or required to supply information to the BLS, is the subject of information requested or required to be supplied to the BLS, or provides that information to the BLS. A person or organization is not required to actually have provided information to BLS, or have had information provided to BLS from another source, to be considered a respondent.
 - c. Statistical purposes. The description, estimation, or analysis of the characteristics of groups without identifying the individuals or organizations that comprise such groups, and the development, implementation, or maintenance of methods, procedures, or information resources that support such purposes. This definition does not include any use of individually identifiable data for administrative, regulatory, law enforcement, adjudicatory, disclosure under the Freedom of Information Act, or other similar purposes that affect the rights, privileges, or benefits of a particular respondent.
 - d. Statistical activities. The collection, compilation, processing, or analysis of data for the purpose of describing or making estimates or tabulations concerning the whole, or relevant groups or components within the economy, society, or the natural environment. Statistical activities include the development of methods or resources that support those activities, such as measurement methods, models, statistical classifications, or sampling frames.
 - e. Authorized persons. Officers, employees, and agents of the BLS who are responsible for collecting, processing, or using confidential data in furtherance of statistical purposes or for the other stated purposes for which the data were collected. Authorized persons are authorized access to only those confidential data that are integral to the program or project on which they work, and only to the extent required to perform their duties.
 - f. Agents. Individuals who meet the definition of agent as set forth by CIPSEA and who have been designated by the BLS to perform exclusively statistical activities through an Agent Agreement.
 - g. Disclose or Disclosure. The release of confidential information to anyone other than authorized persons or the respondent who provided or is the subject of the data.
 - h. Advance Release. Providing a BLS news or data release (or any part or derivative of a release) to a person or organization outside the BLS prior to its official date and time of public release.
7. Policy. In conformance with existing law and Departmental regulations, it is the policy of the BLS that:
- a. Individually identifiable data collected or maintained by, or under the auspices of, the BLS for exclusively statistical purposes and under a pledge of confidentiality shall be treated in a manner that will ensure that the data will be used only for statistical purposes and will be accessible only to authorized persons.
 - b. Pre-release economic data, including embargoed data, prepared for release to the public will not be disclosed or used in an unauthorized manner before they officially have been released, and will be accessible only to authorized persons.
8. Designation of Authorized Persons. The following categories of individuals are authorized persons:
- a. BLS officers and employees who take the oath of office and who sign the BLS Employee Acknowledgment Letter when they enter on duty.
 - b. Individuals designated as agents who fall within one of the following categories:

- i. State agency employees who are directly involved in the BLS/State cooperative programs, who are subject to the provisions of the BLS/State cooperative agreement, and who have signed a BLS Agent Agreement.
 - ii. BLS Contract employees whose contract under which they are working contains provisions that includes the BLS confidentiality policy and who have signed a BLS Agent Agreement.
 - iii. Individuals working under the authority of a separate government entity with which the BLS has entered into a contract or other agreement that includes the BLS confidentiality policy and who have signed a BLS Agent Agreement.
 - iv. Researchers who are affiliated with an organization with which the BLS has entered into a contract or other agreement that includes the BLS confidentiality policy, who are working on a temporary basis on a statistical project of interest to the BLS, and who have signed a BLS Agent Agreement.
 - v. Any other individuals who are affiliated with an organization with which the BLS has entered into a contract or other agreement that includes the BLS confidentiality policy. Such individuals must meet the definition of an agent under CIPSEA, and must sign a BLS Agent Agreement.
9. Delegation of Authority for Designating Agents.
- a. The authority for designating agents for access to the confidential National Longitudinal Survey of Youth Geocode Files for statistical research is hereby delegated to the Senior Research Economist for Employment Research and Program Development.
 - b. The authority for designating agents for access to the confidential Census of Fatal Occupational Injuries Research File for statistical research is hereby delegated to the Assistant Commissioner for Safety, Health, and Working Conditions.
 - c. The authority for designating agents for access to all other BLS confidential data is delegated to the Associate Commissioner for the office in which the confidential data are maintained.
10. Implementation. In the execution of this general policy concerning confidential BLS records, the following requirements shall be in effect:
- a. Data collected in cooperation with another Federal or State agency for exclusively statistical purposes under a pledge of confidentiality are covered by the policy of this Order and by applicable Federal laws governing the handling of confidential information.
 - b. Files maintained by another Federal or State agency that are commingled with confidential information collected by BLS for exclusively statistical purposes under a pledge of confidentiality are covered by the policy of this Order and by applicable Federal laws governing the handling of confidential information. Further, any data, including publicly available data, that are commingled with confidential information covered by this Order are to be treated as confidential and handled in accordance with this policy.
 - c. Universe lists derived from information provided to the BLS for exclusively statistical purposes under a pledge of confidentiality shall be kept confidential.
 - d. The survey sample composition, lists of reporters, names of respondents, and brand names shall be kept confidential, regardless of the source of such lists or names.
 - e. Publications shall be prepared in such a way that they will not reveal the identity of any specific respondent and, to the knowledge of the preparer, will not allow information concerning the respondent to be reasonably inferred by either direct or indirect means.

- f. Frequency count data of establishments tabulated by the Quarterly Census of Employment and Wages (QCEW) are not considered confidential since general information about an establishment, particularly information on the establishment location and line of business (or industry) that would be used in a frequency count table, is publicly available. All other information maintained by BLS in the QCEW file, including the employment and wages of establishments, is considered confidential and must be handled in accordance with this policy and applicable Federal law.
 - g. All individuals or organizations, government or private, who enter into a contract or other agreement with the BLS for the collection, processing, maintenance, or storage of data shall conform to CIPSEA and other applicable Federal laws, to the BLS confidentiality policy, to Commissioner's Order 3-00, "Contracts and Agreements Involving BLS Confidential Data or Privacy Act Data," and to all specific procedures published pursuant to this Order.
 - h. Each BLS/State cooperative agreement shall designate a State official to serve as a State Cooperating Representative. The State Cooperating Representative shall act as the BLS representative for ensuring that all provisions of the BLS confidentiality policy are understood and complied with in the cooperating State agency. The State Cooperating Representative and all other State agency personnel who receive access to BLS confidential data must be designated agents of the BLS in accordance with Section 8, "Designation of Authorized Persons."
 - i. Any restrictions placed by international sources upon the use of data obtained from those sources shall be observed. Also, any limitations placed by the Department of State or other agency upon the use, dissemination, or handling of data obtained through Foreign Service channels shall be observed wherever applicable.
 - j. BLS officers, employees, and agents who are responsible for collecting data shall not sign any confidentiality agreements required by respondents. Such agreements may be forwarded to the Division of Management Systems for consideration. Signing of building entrance logs, which sometimes may contain confidentiality language, is allowed.
 - k. Programs are responsible for complying with Disclosure Review Board (DRB) policies established under BLS Statistical Policy Directives. In addition, when specific disclosure limitation issues arise, programs are responsible for consulting with the DRB prior to disseminating potentially confidential information.
 - l. In order for data obtained solely from a publicly available source to be covered under this Order, a pledge of confidentiality must be provided to the person or organization that is the subject of the information.
 - m. Programs may provide data to other BLS programs, with management approval, for the statistical purposes of data reconciliation.
 - n. Under limited circumstances, advance release of pre-release economic data is permitted with the authorization of the Commissioner. Advance release of embargoed data is permitted only under the conditions set out in Commissioner's Order 4-00, "Advance Release of Embargoed News and Data Releases."
11. Exceptions Under Conditions of Informed Consent.
- a. Exceptions to the general policy relating to the disclosure of confidential data set forth in Section 7, "Policy," or to the provisions listed in Section 10, "Implementation," shall be granted only under the conditions of informed consent. Proposed informed consent arrangements shall be developed in consultation with the Division of Management Systems and must be authorized by

the Commissioner prior to implementation. In order for an informed consent arrangement to be approved, one of the following conditions must be met:

- i. It is made clear to the respondent when the data are obtained that they will be released under specified conditions. This notification must be in writing in all notices placed in the Federal Register as part of the Office of Management and Budget clearance process for survey collection instruments and either on the collection vehicle itself or in an accompanying letter.
 - ii. The written permission of the respondent to release the data is secured after the data have been furnished to BLS on a confidential basis. The actual respondent (or for establishments, a management level official who clearly has proper authority) must authorize the release. In cases where establishments no longer exist and no successor establishment can be located, the Commissioner retains sole discretion on whether a release will be authorized. The written permission of the respondent must be obtained and kept on file by the authorized person negotiating the conditions of informed consent.
- b. For BLS/State cooperative programs, the Associate Commissioner for Field Operations is assigned the responsibility to establish policies and procedures for exceptions to the publication policy set forth in Section 10e when the written consent of respondents has been obtained. Such policies and procedures shall provide for the approval of those exceptions, and for obtaining and maintaining records of the respondent's written consent in the regional office and State files.

12. Disciplinary Actions. It is the policy of the BLS to enforce the provisions of this Order to the full extent of its authority. Any unauthorized disclosure or use of confidential records by a BLS officer or employee may constitute cause for the BLS to take disciplinary action against that officer or employee including, but not limited to, reprimand, suspension, demotion, or removal. Any unauthorized disclosure or use of confidential records by a BLS contractor or other agent may constitute cause for removal from further work under the contract or other agreement through which access to confidential information is authorized or termination of the contract or other agreement. Furthermore, a knowing and willful disclosure by a BLS officer, employee, or agent of individually identifiable data collected for exclusively statistical purposes under a pledge of confidentiality would be a violation of CIPSEA and potentially other applicable Federal laws that carry criminal fines and penalties.

13. Effective Date. This Order is effective immediately.

KATHLEEN P. UTGOFF
Commissioner of Labor Statistics