

X. APPENDIX B: SAMPLE OF MEMORANDUM OF UNDERSTANDING

State MOU Template Information Page

There are three easy steps to the completion of this document.

STEP 1. Make Standard Changes to the Template

List of variables for search and replace functions in MS-Word (in BLUE).

I.A Formal name of State Agency:

Where state is: Abc

(example format: ABC DEPARTMENT OF ECONOMIC SECURITY)

STATE AGENCY NAME

I.B Commonly used acronym for that State Agency:

Where State Agency is: ABC DEPARTMENT OF ECONOMIC SECURITY

(example format: ADES)

ST ABB

I.C State Statutes that authorize this Agreement:

Where state is: Abc

(example format: Abc Statutes Section 123.45(a)1, 678.90 and Chapter 12.....) *As many as you require*

STATE STATUTES

I.D Effective Date of the Agreement (example format: October 19, 2001)

BEGIN DATE

I.E Termination Date of the Agreement (example format: September 18, 2011)

Note -- these are 10 year agreements.

END DATE

I.F State statutes that control data access and use

STATE USE STATUTE

I.G Date of this agreement (example format: October 19, 2001)

AGR DATE

I.H Present calendar year for the annual access certification listing (example format: 2001)

CY CERT DATE

I.I Latest calendar year of data currently available (example format: 2000)

LATEST DATA

STEP 2. Provide State Contact and Signatory Information

Please fill in information in Section 5 (page 2 of the agreement) and Section 20 (page 9 of the agreement).

STEP 3. Completion of the Agreement

3.A If all the terms of this agreement are amenable, then submit the **unsigned** agreement to your contact at the U.S. Bureau of the Census.

3.B. If you wish to change a specific term or condition of this agreement please suggest the language change (highlighted in the text of the agreement) and discuss this change with your contact at the U.S. Bureau of the Census. We will work closely with you to assure the suggested changes are agreeable to both parties.

3.C. After the completion of either step 3A or 3B, the U.S. Bureau of the Census will sign copies of the agreement and FEDEX to you for your signature. Please keep one copy for your records and return the other copies of the agreement to the Census Bureau

DATA USE AGREEMENT

AGREEMENT BETWEEN THE STATE AGENCY NAME (ST ABB) AND THE BUREAU OF THE CENSUS FOR USE OF CONFIDENTIAL ST ABB ADMINISTRATIVE RECORDS

In order to ensure the 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, the ST ABB and the Bureau of the Census enter into this agreement to comply with the following specific paragraphs.

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

1. This Agreement is by and between the ST ABB and the Bureau of the Census, a component of the U.S. Department of Commerce, hereafter termed "User." This Agreement shall begin on **BEGIN DATE** and end on **END DATE**.
2. This Agreement addresses the conditions under which the ST ABB will disclose and the User will obtain and use the ST ABB data files specified in item 7. 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. 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 ST ABB point of contact specified in item 5 or the ST ABB signatory to the Agreement shown in item 20.
3. The Census Bureau's access to the data files is authorized under Title 13, United States Code, Section 6 and the confidentiality of the ST ABB data is guaranteed under Title 13, United States Code, Section 9; Federal Regulations 7 CFR 272.8(a), 42 CFR 431.300F, 45 CFR 205.50, 45 CFR 303.21; and the BLS Commissioner's Order No. 3-93 provided in Attachment E. Only sworn Census Bureau employees will have access to the data files. The ST ABB shall make the specified information available to the Census Bureau pursuant to **STATE USE STATUTE**.
4. The parties mutually agree that the following named individual is designated as "Custodian" of the 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. The User agrees to notify the ST ABB within fifteen (15) days of any changes of custodianship. The parties mutually agree that the ST ABB may disapprove the appointment of a custodian or may require the appointment of a new custodian at any time.

Custodian: Charlene Leggieri, Assistant Division Chief
Administrative Records Research

Bureau of the Census
4301 Suitland Road
Room 1103 - Bldg. 2
Suitland, MD 20746
(301) 457-8111 charlene.a.leggieri@census.gov

Processing Sites: Bowie Computer Center, Bowie, MD
 Suitland Federal Reservation, Suitland, MD
 Washington Plaza Building, Upper Marlboro, MD
 Census Research Data Centers
 Regional Offices
 Cornell University remote site

5. 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)

(Mail Stop)

(City/State/Zip Code)

(Phone No. Including Area Code and E-Mail Address, If Applicable)

6. The User represents and warrants and, in furnishing the data files specified in item 7, the ST ABB relies upon such representation and warranty that such data files will be used solely for the following purposes:

The Census Bureau is continuing its research program to explore the potential for using administrative records to improve economic and demographic censuses, surveys and intercensal population estimates. As part of the research, various administrative record files will be included in a research database called the Longitudinal Employer - Household Dynamics (LEHD) Database. The goal is to develop optimal combinations of administrative record file information based on data accuracy, 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 population and housing estimates, and related census and survey program

evaluations.

When the ST ABB data are received by the Census Bureau they become protected under the Privacy Act as well as subject to the provisions of [STATE STATUTES](#). The Census Bureau will then perform a series of data edits to assure the consistency between the Unemployment Insurance and ES-202 records. The User will conduct this statistical operation without any use of, or comingling with, Title 13 protected data files. Finally, these records will achieve Title 13 protected status when they are linked to selected Census Bureau surveys, including the Current Population Survey, the Survey of Income and Program Participation, the Survey of Program Dynamics, the American Community Survey, Economic Censuses, Annual Economic Surveys and to other administrative record sources. These records will generate complete and comprehensive individual data records that will be used to create an LEHD system of records for research and evaluation purposes. Within the system of records, data variables are identifiable by file source solely for research and evaluation purposes.

Within six months of receipt of the [ST ABB](#) data identified in item 7, the User shall provide [ST ABB](#) with the following products:

- a. A copy of the edited wage records before matching with any Title 13 or Title 26 employer record data, and tabulations by county and industry of these edits. Edited wage record files contain state-provided Unemployment Insurance records edited and imputed without the benefit of Title 13 data to improve quality. The User will modify records on these files when SSNs have been identified as incorrect through longitudinal analysis of firm level reporting patterns evident solely in [ST ABB](#) data. Additionally, firm level reporting anomalies identified within the [ST ABB](#) data may produce missing earnings data. The User will impute earnings data for records that meet these criteria. The [ST ABB](#) may only use edited wage records for statistical purposes.
- b. Estimates of employment dynamics by county, age, and gender, for each year for which data is supplied, subject to Census Bureau disclosure review, showing
 - workforce levels
 - accessions
 - separations
 - average earnings
 - job creation
 - job destruction.

The User agrees to explore the expansion of statistics described in 6b to include aggregate information on race and ethnicity. The User will report these research results to the [ST ABB](#) on a periodic basis. If the User and the [ST ABB](#) agree that accurate statistics can be developed for race and ethnicity, then said statistics will be provided to the ST ABB subject to Census Bureau disclosure review.

The User agrees that when the **ST ABB** Base Wage or ES-202 employer data elements, matched with Census data records, are requested by researchers under terms of access agreements with Census Research Data Centers (CRDC), **ST ABB** advance approval shall be required before release of the **ST ABB** data to the CRDC. The User understands that such approval may be granted only when the research project proposal is consistent with **STATE STATUTES**. The User further agrees to suppress identifiers from all files shared with the CRDC, including Social Security Account number, worker name, employer account numbers, employer names, and employer addresses.

The User represents and warrants further that, except as specified in the Attachment A to this Agreement or except as the **ST ABB** 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.

7. The **ST ABB** shall prepare and forward to the User, on CD-ROM the following specific data files and updates as mutually agreed upon:
 - Unemployment Insurance (UI) Wage Records 1990-LATEST DATA, as available
 - ES202 records 1990-LATEST DATA, as available.

Data elements included on these files are provided in Attachment C and Attachment D which are standard file layouts. Notwithstanding any other provisions of this agreement, the 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 E, items 6b and 8d, for the definition of "statistical purposes" and Special Sworn Status Individuals".

8. The parties mutually agree that the aforesaid files, and any derivative files that continue identification of individuals and/or business entities, may be retained by the User for 10 years after receipt . The User agrees to notify the **ST ABB** within 30 days of the completion of the purpose specified in item 6 if the purpose is completed before this aforementioned retention period. Upon such notice or end of the above-mentioned retention date, whichever occurs sooner, the User will either return all data files to the **ST ABB** at the User's expense or to destroy such data. If the User destroys the data, the User agrees to certify the destruction of the files in writing within 30 days of receiving the **ST ABB**'s instructions. A statement certifying this action must be sent to the **ST ABB**. If the data is returned, the User agrees to return all files to the **ST ABB** within 30 days of receiving notice to that effect. The User agrees that no data from the **ST ABB** records, or any parts thereof, shall be retained when the aforementioned files are returned or destroyed unless authorization in writing for the retention of such files has been received from the point of contact as identified in item 5 of this Agreement. The User acknowledges that stringent adherence to the aforementioned retention period is required, and that the User shall ask the **ST ABB** for instructions under this paragraph if instructions have not been received within 30 days after the retention period ends.

The extended retention period of 10 years is requested in order to 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 Surveys. Aggregate statistics modeled from records provided by the [ST ABB](#) and other agencies will be applied to the Census survey controls and coverage improvement statistics for the frame.

9. The User agrees to establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data supplied by [ST ABB](#) and to prevent unauthorized use 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, 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 item 7 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 item 4 without written approval from the [ST ABB](#).

The Bureau of the Census maintains computer facilities located in secured buildings at the Bowie Computer Center, in Bowie, Maryland and secured facilities at Census Headquarters on the Suitland Federal Reservation in Suitland, Maryland and Washington Plaza in Upper Marlboro, Maryland, Census Research Data Centers, Regional Offices and a remote site at Cornell University. The computer systems that will store the data received from the [ST ABB](#) are located in all sites.

Access to the Bowie facility is controlled by a security guard and electronic card key access. Access to the Suitland and Washington Plaza facilities is controlled by security guards and key access. Controls on the computers are outlined in sensitive security plans (CEN001, CEN002, CEN038, and CEN039), currently being updated. Access to the computer databases is strictly limited to authorized individuals for the uses described above.

The Bowie Computer Center is connected to Census Headquarters and Washington Plaza via dedicated OC-3 encrypted ATM circuits. Data are encrypted during transmission. Data stored on the computer systems in the Bowie Computer Center are accessed over these lines by analysts and programmers at Census Headquarters. Access controls on all the computers include individual accounts with unique passwords as well as Access Control Lists.

Census Bureau computer systems follow the requirements of the Computer Security Act of 1997. 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 "Guidelines for Developing and Evaluating Security Plans for Sensitive and Classified Systems (February 1992)," and meeting the

“Department of Defense Trusted Computer System Evaluation Criteria standards, which are C-2 compliant.” (Source: Census Bureau Security Office.)

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 entity shall be identified.
 - b. The **ST ABB** shall be allowed to review any publication, report, and other documents, which contain summaries or aggregations of **ST ABB** data, five working days prior to publication and/or distribution to others outside of the authorized staff under this agreement.
 - c. Prior to the handling of the **ST ABB** data, an **ST ABB** confidentiality statement will be completed by the supervisor of all authorized personnel who will be handling the **ST ABB** data in accordance with this Data Use Agreement. See Attachment A and Attachment B. The originals of the confidentiality statements are to be maintained by the User and copies are to be forwarded to the **ST ABB** point of contact for this agreement identified in item 5 of this agreement, prior to the disclosure of **ST ABB**'s confidential information and annually thereafter. These original confidentiality statements shall be made available to **ST ABB** personnel during on-site reviews.
10. The User agrees that the authorized representatives of the **ST ABB** 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 paragraph 9.
 11. The User and **ST ABB** further agree that the User will provide full Title 13 confidentiality protection to identities of individuals and businesses in all the items derived from the files noted in item 7, except for data files identified in item 6a that will be protected by the User under the Privacy Act, until they are returned to the **ST ABB**. The User agrees to allow the **ST ABB** the ability to verify that findings, listings, information derived, or any combination of data extracted or derived from the **ST ABB** files properly protects the identities of individuals and business entities according to the standards applicable to Title 13 data.
 12. The inclusion of linkage of specific files in this Data Use Agreement approved in accordance with item 6 is considered express written authorization from the **ST ABB**. In this particular instance, the linkage of the original **ST ABB** data files is approved by the **ST ABB** per the paragraph below.

The linkage of the **ST ABB** administrative records to other administrative record sources, censuses and surveys are essential to the Census Bureau's administrative records research, evaluation, and modeling activities. To generate the system of records, the Census Bureau will link the **ST ABB** data to data obtained from the Social Security Administration, and possibly to other administrative record sources. See item 6 for additional information related to linkage of administrative record data.

13. 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 point of contact for this agreement as identified in item 5 herein. The **ST ABB** acknowledges that derivative products that no longer contain **ST ABB** data items are not covered by this prohibition.
14. The User agrees that in the event the **ST ABB** determines or has a reasonable belief that the User has made or may have made disclosure of the aforesaid file(s) without authorization by the Agreement or other written authorization from the point of contact for this agreement as identified in item 5 herein, the **ST ABB** in its sole discretion may require the User to: (a) promptly investigate and report to the **ST ABB** 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) return data file(s) to the **ST ABB**. The User understands that, as a result of the **ST ABB**'s determination or reasonable belief that unauthorized disclosures have taken place, the **ST ABB** may refuse to release further **ST ABB** data to the User for a period of time to be determined by the **ST ABB** or may unilaterally and immediately terminate this agreement.
15. The User hereby acknowledges that criminal penalties under Section 1106(a) of the Social Security Act (42 U.S.C. Section 1306(a)), including a fine not exceeding \$1,000 or by imprisonment not exceeding 1 year, or both, may apply with respect to any disclosure of information in the file(s) specified in item 7 that is inconsistent with the terms of this Agreement. The User further acknowledges that criminal penalties under the Privacy Act (5 U.S.C. Section 552a (1) and (3)) may apply, if it is determined that the Requestor or 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. Further, the User acknowledges that criminal penalties may be imposed 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, they shall be fined not more than \$250,000 or imprisoned not more than 5 years, 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.

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.

16. By signing this Agreement, the User agrees to abide by all provisions set out in this Agreement for protection of the data file(s) specified in item 7, and acknowledges having received notice of potential criminal, administrative, or civil penalties for violation of the terms of the Agreement.
17. 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.

Ruth Ann Killion, Chief, Planning, Research, and Evaluation Division
(Name and Title of Individual - Typed or Printed)

(Signature)

(Date)

18. The Custodian, as named in paragraph 4, 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.

Charlene Leggieri, Assistant Division Chief, Administrative Records Research
(Typed or Printed Name and Title of Custodian of File(s))

(Signature)

(Date)

19. On behalf of the Bureau of the Census, the undersigned individual hereby acknowledges that the aforesaid Federal agency sponsors or otherwise supports the User's request for and use of the **ST ABB** data, agrees to support the **ST ABB** in ensuring that the User maintains and uses the **ST ABB**'s data in accordance with the terms of this Agreement, and agrees further to make no statement to the User concerning the interpretation of the terms of this Agreement and to refer all questions of such interpretation or compliance with the terms of this Agreement to the **ST ABB** officials named in item 20 (or to his or her successor).

Cynthia Z.F. Clark, Associate Director for Methodology and Standards
(Typed or Printed Name and Title of Federal Representative)

(Signature)

(Date)

(301) 457-2106 cynthia.z.f.clark@census.gov
(Phone No. Including Area Code and E-Mail Address, If Applicable)

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

(Typed or Printed Name and Title of the **ST ABB** Representative)

(Signature)

(Date)

ST ABB CONFIDENTIALITY STATEMENT

All U.S. Department of Commerce, Bureau of the Census division and office chiefs who have employees who may access **ST ABB** information in the course of their duties must inform the employees officially about the legal requirements to safeguard the data and the restrictions on access and use of the individual records.

To accomplish this, we have prepared the following information that you or your designee should personally present to these employees. You should also provide these employees with a copy of your current contract language describing permitted uses. Each employee's immediate supervisor should sign the Certification Form (Attachment B) indicating that all employees listed (including those with Special Sworn Status) were provided time to read this memorandum and given information regarding the data they may access and the specific uses that are permitted. **DO NOT HAVE EMPLOYEES SIGN THE FORM!** Return the Certification Form to the **ST ABB** point of contact (identified in item #5) prior to the beginning of work and annually thereafter.

I understand that while performing my official duties I may have access to **ST ABB** information that is classified as either confidential or sensitive. Confidential information is information which identifies an individual or an employing unit. Sensitive information may be financial or operational information that requires the maintenance of its integrity and assurance of its accuracy and completeness. Confidential and sensitive information are not open to the public. Special precautions are necessary to protect these types of information from unauthorized access, use, modification, disclosure, and destruction.

I agree to protect the following types of **ST ABB information:**

- Client information (such as, information about job seekers, unemployment insurance and/or disability insurance claimants, recipients of public social services, participants of state/federal programs, employers, etc.)
- Wage earner information
- Information about how automated systems are accessed and operate.
- Any other proprietary information.
- Labor Market Information

I agree to protect **ST ABB confidential and sensitive information by:**

- Accessing or using confidential and/or sensitive information only for the purposes specified in the Memorandum Of Understanding between **the U. S. Department of Commerce, Bureau of the Census and **ST ABB** dated **AGR DATE**.**
- 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 or the “need to know”.
- Storing confidential and/or sensitive information in a place physically secure from access by unauthorized persons.
- Never removing confidential and/or sensitive information from the work area without authorization.
- Disposing **ST ABB** confidential and/or sensitive information by utilizing an approved method of destruction, which includes: shredding, burning, or certified or witnessed destruction. Never disposing such information in the wastebaskets or recycle bins.

Penalties:

Unauthorized access, use, modification, disclosure, or destruction is strictly prohibited by state and federal laws. The penalties for unauthorized access, use, modification, disclosure, or destruction may include disciplinary action and/or criminal or civil action.

Title 13, United States Code, Section 9, requires that all information furnished to the Census Bureau for its programs must be held confidential and not released in any form that would allow the identification of an establishment or individual. Title 13, United States Code, Section 214, allows for a fine of not more than \$250,000 and/or imprisonment of not more than five years for violation of this provision.

Computer activities may be monitored. Anyone using automated systems expressly consents to such monitoring.

<u>Annual ST ABB Data Access Certification Listing</u>				
Unit:	Longitudinal Employer-Household Dynamics Program, Demographic Surveys Division U.S. Census Bureau, U.S. Department of Commerce			
Reporting Year:	CY CERT DATE			
Date:	AGR DATE			
List names of employees who access ST ABB data and check the employment relationship they have to your organization.				
	Status			
	Census Employee	SSS Individual	IPA	Contractor
Supervisor				
Ronald Prevost	X			
Personnel				
John Abowd			X	
Julia Lane				X
John Haltiwanger		X		
Elizabeth Gilliland	X			
Paul Lengermann	X			
Cyr Linonis	X			
Kevin McKinney	X			
Nicole Nestoriak	X			
Lee Kristin Sandusky	X			
Martha Stinson	X			
Bryce Stephens	X			
Lars Vilhuber				X
Frederick Anderssen		X		
Gary Benedetto		X		
Bahattin Buyuksahin		X		
Cheryl Grimm		X		
Simon Woodcock		X		
<p><i>Your signature certifies that the above listing of names (no employee signature required) includes all individuals under your supervision (including those with Special Sworn Status) who may access ST ABB information in the course of their duties during calendar year CY CERT DATE. It also certifies that each individual has been given the opportunity to read the "ST ABB Confidentiality Statement" and received information regarding the data they may access and a copy of the contract language describing permitted uses.</i></p>				
<i>Signature of Supervisor</i>			<i>Date</i>	

Annual ST ABB Data Access Certification Listing

Unit:	Planning, Research, and Evaluation Division U.S. Census Bureau, U.S. Department of Commerce			
Reporting Year:	CY CERT DATE			
Date:	AGR DATE			
List names of employees who access ST ABB data and check the employment relationship they have to your organization.				
	Status			
	Census Employee	SSS Individual	IPA	Contractor
Supervisor				
James Farber	X			
Vickie Kee	X			
Personnel				
Matt Falkenstein	X			
Harley Heimovitz				X
Jeong Kim	X			
Robert Jeffery				X
Daniella Mungo	X			
Nancy Osbourne	X			
Dean Resnick				X
Kevin M. Shaw	X			
Dianne Simmons	X			
Norman Kaplan	X			
William Rohde				X
Debbie Wagner	X			
<p><i>Your signature certifies that the above listing of names (no employee signature required) includes all individuals under your supervision (including those with Special Sworn Status) who may access ST ABB information in the course of their duties during calendar year CY CERT DATE. It also certifies that each individual has been given the opportunity to read the "ST ABB Confidentiality Statement" and received information regarding the data they may access and a copy of the contract language describing permitted uses.</i></p>				
<i>Signature of Supervisor</i>				<i>Date</i>

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	Data Element	Length	Data Specification
1-9	Social Security Number	9	A 9-digit code indicating each worker's Social Security Number. Do not include hyphens.
10-24	Reference Worker's First Name	15	The first name of the reference worker, if known. Left justify, blank fill.
25	Reference Worker's Middle Initial	1	The middle name of the reference worker, if known. Left justify, blank fill.
26-45	Reference Worker's Last Name	20	The last name (surname) of the reference worker, if known. Left justify, blank fill.
46-47	Reference State	2	The 2-digit State FIPS code indicating the location of the establishment. (See http://129.6.13.40:80/fipspubs/co-codes/states.htm)
48-57	UI Account Number	10	The Unemployment Insurance (UI) account number assigned to the employer by the State. Right justify, zero fill.
58-62	Reporting Unit Number	5	The number assigned by the State to distinguish between records with the same UI account number. Right justify, zero fill.
63-71	Employer Identification Number (EIN)	9	The 9-digit EIN assigned to the employer by the Internal Revenue Service (IRS). Numeric, right justified. If EIN is unknown, zero fill.
72-75	Reference Year	4	Enter the four digits of the calendar year covered by the report.
76	Reference Quarter	1	The 1-digit number indicating the reference calendar quarter for the report. The calendar quarters are: 1 = January - March 2 = April - June 3 = July - September 4 = October - December
77-86	Quarterly Wages	10	The total amount of wages (both taxable and non-taxable) paid to employees 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. Must be numeric (no \$ signs or commas). Must be right-justified and filled with leading zeros. Round to the nearest dollar (Omit cents). If no wages were paid, zero fill.
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LEHD ES-202 File Format

Data elements highlighted in blue, are common to both LEHD and MWR.

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

LEHD Data Elements			
Position	Data Element	Length	Data Specification
1-2	Program Code	2	A 2-digit program code indicating the type of data being reported. 01 = CES 02 = MWR 03 = LEHD
3	MEEI	1	A 1-digit number indicating the whether the record is for a single our multi-unit establishment. 1 = Single unit 2 = Multi-unit 3 = Physical location 4 = Multi-unit refusal 5 = County subunit 6 = Small Multi-unit (less than 10 employees) treated as a single unit
4-5	Reference State	2	The 2-digit State FIPS code indicating the location of the establishment. (See http://129.6.13.40:80/fipspubs/co-codes/states.htm)
6-15	UI Account Number	10	The Unemployment Insurance (UI) account number assigned to the employer by the State. Right justify, zero fill.
16-20	Reporting Unit Number	5	The number assigned by the State to distinguish between records with the same UI account number. Right justify, zero fill.
21-29	Employer Identification Number (EIN)	9	The 9-digit EIN assigned to the employer by the Internal Revenue Service (IRS). Numeric, right justified. If EIN is unknown, zero fill.
30-64	Trade Name	35	The division or subsidiary name of the establishment. "Mom's Restaurant" is an example of a trade name of ABC Enterprises. Left justify, blank fill.
65-99	Physical Location Street	35	The physical street address of the establishment. Abbreviate as necessary in accordance with the U.S.

	Address Line 1		Postal Service's National Zip Code and Postal Service Directory. Left justify, blank fill.
100-134	Physical Location Street Address Line 2	35	The physical street address of the establishment. Abbreviate as necessary in accordance with the U.S. Postal Service's National Zip Code and Postal Service Directory. Left justify, blank fill.
135-164	Physical Location City	30	The city of the establishment. Left justify, blank fill.
165-166	Physical Location State	2	The standard 2-letter Postal Service State abbreviation for the establishment. (See http://www.framed.usps.com/ncsc/lookups/usps_abbreviations.htm#states).
167-171	Physical Location Zip Code	5	The 5-digit Zip Code used by the Postal Service for the establishment. If blank zero fill.
172-175	Physical Location Expanded Zip Code	4	The 4-digit expanded Zip Code used by the Postal Service for the establishment. If not used, zero fill.
176	Address Type Code	1	Type of address available for establishment. 1 = Physical Address 2 = Mailing Address 3 = Headquarters 4 = Unknown or unverified
177	Coverage Type Code	1	Type of Coverage for establishment record. If source is QUI then leave this field blank If source is EQUI then use the following codes: 0 = Experience Rated 1 = Reimbursable 2 = Employee Taxable 3 = Employee Reimbursable 8 = Non Covered (non-subject) 9 = Federal Employer
178-179	Primary Comment Code	2	Enter one of the standard 2-digit comment codes from Appendix A if data values differ substantially from previously reported data. If not used, blank fill.
180-181	Secondary Comment Code	2	Enter one of the standard 2-digit comment codes from Appendix A if data values differ substantially from previously reported data. If not used, blank fill.
182-183	Third Comment Code	2	Enter one of the standard 2-digit comment codes from Appendix A if data values differ substantially from previously reported data. If not used, blank fill.
184-187	Reference Year	4	Enter the four digits of the calendar year covered by

			the report.
188	Reference Quarter	1	The 1-digit number indicating the reference calendar quarter for the report. The calendar quarters are: 1 = January - March 2 = April - June 3 = July - September 4 = October - December
189-223	Legal Name	35	The legal or corporate name of the establishment. For example "ABC Enterprises" or "Smith Companies, Inc." Left justify, blank fill. If same as Trade Name, blank fill.
224-258	Worksite Description	35	Enter a meaningful, unique description of the establishment, such as store number or plant name (e.g., Store 101, Jones River Plant). Left justify, blank fill.
259-264	Month 1 Employment	6	The number of all full- and part-time employees who worked during or received pay(subject to UI wages) for the pay period which includes the 12th of the month . The employment for all worksites should match the employment that is reported on that States' Quarterly Contribution Report. Right-justify, zero fill.
265	Month 1 Indicator Code	1	" " = Reported by employer A = Estimated from CES C = Changed (i.e., re-reported) D = From a missing data notice response E = Estimated (using BLS algorithms) H = Hand estimated (vs. machine generated estimates based on BLS algorithms) L = Late reported (overrides an earlier estimate) M = Missing N = Zero data under review for long term delinquency P = Prorated from master to work site R = Reported (same as blank: typically single accounts show R whereas multiunit work sites are blank) S = Sums work sites for master W = Estimated from wage record count X = Converted to zeroes from non-numeric input
266-271	Month 2 Employment	6	The number of all full- and part-time employees who worked during or received pay(subject to UI wages) for the pay period which includes the 12th of the month . The employment for all worksites should match the employment that is reported on that States'

			Quarterly Contribution Report. Right-justify, zero fill.
272	Month 2 Indicator Code	1	" " = Reported by employer A = Estimated from CES C = Changed (i.e., re-reported) D = From a missing data notice response E = Estimated (using BLS algorithms) H = Hand estimated (vs. machine generated estimates based on BLS algorithms) L = Late reported (overrides an earlier estimate) M = Missing N = Zero data under review for long term delinquency P = Prorated from master to work site R = Reported (same as blank: typically single accounts show R whereas multiunit work sites are blank) S = Sums work sites for master W = Estimated from wage record count X = Converted to zeroes from non-numeric input
273-278	Month 3 Employment	6	The number of all full- and part-time employees who worked during or received pay(subject to UI wages) for the pay period which includes the 12th of the month . The employment for all worksites should match the employment that is reported on that States' Quarterly Contribution Report. Right-justify, zero fill.
279	Month 3 Indicator Code	1	" " = Reported by employer A = Estimated from CES C = Changed (i.e., re-reported) D = From a missing data notice response E = Estimated (using BLS algorithms) H = Hand estimated (vs. machine generated estimates based on BLS algorithms) L = Late reported (overrides an earlier estimate) M = Missing N = Zero data under review for long term delinquency P = Prorated from master to work site R = Reported (same as blank: typically single accounts show R whereas multiunit work sites are blank) S = Sums work sites for master W = Estimated from wage record count X = Converted to zeroes from non-numeric input
280-290	Quarterly	11	The total amount of wages (both taxable and non-

	Wages		taxable) paid to employees 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. Must be numeric (no \$ signs or commas). Must be right-justified and filled with leading zeros. Round to the nearest dollar (Omit cents). If no wages were paid, zero fill.
291	Quarterly Wages Indicator Code	1	" " = Reported by employer A = Estimated from CES C = Changed (i.e., re-reported) D = From a missing data notice response E = Estimated (using BLS algorithms) H = Hand estimated (vs. machine generated estimates based on BLS algorithms) L = Late reported (overrides an earlier estimate) M = Missing N = Zero data under review for long term delinquency P = Prorated from master to work site R = Reported (same as blank: typically single accounts show R whereas multiunit work sites are blank) S = Sums work sites for master W = Estimated from wage record count X = Converted to zeroes from non-numeric input
292-348	Comments	57	Explain any large changes in employment or wages due to store closure, layoffs, bonuses, seasonal changes, etc. If any units of your firm are being reported for the first time following expansion of operations or purchase of units from another firm, please provide a description of the business activity(s) that will be conducted at each establishment. This will assist BLS in assigning industrial classification codes to the new unit(s). In addition, if units were purchased from another firm, please provide the name of the firm, the effective date of the transaction, and the UI number of the seller, if known. If units have been sold to another firm, please provide the name of the firm, the effective date of the transaction, and the UI number of the purchaser, if known. Left justify, blank fill.
349-352	Employer Year of Account	4	Initial liability date, if known. Year is Y2K compliant Blank fill.

	Registration		
353-354	Employer Month of Account Registration	2	Initial liability date, if known. Blank fill.
355-358	Employer Year of Account Termination	4	Most recent end of liability date (year), if drawn from EQUI. Year is Y2K compliant Blank fill.
359-360	Employer Month of Account Termination	2	Most recent end of liability date (month), if drawn from EQUI. Blank fill.
361-364	Employer Year of Account Reactivation	4	Most recent reactivation date (year), resulting in an active status code unless an even later end-of-liability date is present. Year is Y2K compliant Blank fill.
365-366	Employer Month of Account Reactivation	2	Most recent reactivation date (year), resulting in an active status code unless an even later end-of-liability date is present. Blank fill.
367	EQUI Status Code	1	1 = Active 2 = Inactive 3 = Pending future activation
368-370	Reference County	3	The 3-digit County FIPS code indicating the location of the establishment. (See http://129.6.13.40:80/fipspubs/co-codes/states.htm)
371-373	Telephone Area Code	3	Telephone number area code (three digits), if known. Blank fill
374-380	Telephone Number	7	Telephone number (including the exchange and last four digits), if known. No hyphens, blank fill.
381-415	UI-Tax Mailing Address Line 1	35	The mailing street address of the establishment. Abbreviate as necessary in accordance with the U.S. Postal Service's National Zip Code and Postal Service Directory. (From EQUI). Left justify, blank fill.
416-450	UI-Tax Mailing Address Line 2	35	The mailing street address of the establishment. Abbreviate as necessary in accordance with the U.S. Postal Service's National Zip Code and Postal Service Directory. (From EQUI). Left justify, blank fill.
451-480	UI-Tax Mailing City	30	The city mailing address of the establishment. (From EQUI). Left justify, blank fill.
481-482	UI-Tax Mailing State	2	The standard 2-letter Postal Service State abbreviation for the establishment. . (From EQUI). (See

			http://www.framed.usps.com/ncsc/lookups/usps_abbreviations.htm#states).
483-487	UI-Tax Mailing Zip Code	5	The 5-digit Zip Code used by the Postal Service for the establishment. (From EQUI). If blank zero fill.
488-491	UI-Tax Mailing Expanded Zip Code	4	The 4-digit expanded Zip Code used by the Postal Service for the establishment. (From EQUI). If not used, zero fill.
492-497	NAICS Code	6	The 6 digit North American Industry Classification System code of the establishment
498	Auxilliary Code	1	0 =Unknown 1 = Admin HQ or DP 2 = Research and Development 3 = Storage 5 = Not an auxiliary 9 = Other auxiliary
499-504	Auxilliary NAICS Code	6	The 6 digit North American Industry Classification System code of the sub-establishment.
505-514	Predecessor UI Account Number	10	The UI account number previously used by this establishment. If unknown, blank fill.
515-519	Predecessor Reporting Unit Number	5	The previously used number assigned by the State to distinguish between records with the same UI account number. Right justify, zero fill.
520-529	Successor UI Account Number	10	The UI account number that succeeds the previously used by this establishment. If unknown, blank fill.
530-534	Successor Reporting Unit Number	5	The number that succeeds the previously assigned number by the State to distinguish between records with the same UI account number. Right justify, zero fill.
535	Ownership Code	1	Type of ownership. 1 = Federal Govt 2 = State Govt 3 = Local Govt 5 = Private Blank fill.
536-538	Township Code	3	Three digit code used by states in the Boston Region. Zero fill if not applicable.
539-542	SIC Code	4	Standard Industry Classification Code. If unknown, zero fill.

Comment Codes

Code	Comment
01	Seasonal increase
02	Seasonal decrease
03	More business (expansion)
04	Less business (contraction)
05	Short-term/specific business project starting or continuing
06	Short-term/specific business project completed or approaching completion
07	Layoff, not elsewhere classified
08	Strike, lockout, or other labor dispute
09	Temporary shutdown
10	Conversion or remodeling of facilities, retooling, or repair and maintenance of equipment resulting in employment decrease
11	Conversion or remodeling of facilities, retooling, or repair and maintenance of equipment resulting in employment increase
12	Internal reorganization, downsizing, or bankruptcy resulting in employment decrease
13	Internal reorganization resulting in employment increase
14	Nonstandard work schedule
15	Interplant transfer
16	Establishment moved out of State
17	Establishment moved into State
18	Active employer reporting zero employment and wages
19	Employment returns or returning to normal or a new normal after events coded 07 - 18
20	Wage rate decrease
21	Wage rate increase (including COLAs)
22	Increase in percentage of lower-paid employees
23	Increase in percentage of higher-paid employees
24	Lower hourly earnings or wages because of piecework or lower incentive pay
25	Higher hourly earnings or wages because of piecework or higher incentive pay
26	Less overtime worked at premium pay or less overtime worked
27	Overtime worked at premium pay or more overtime pay
29	Severance pay distributed
30	Wages paid to employees working in pay periods not including the twelfth of the month and not shown in employment
31	Bonuses, executive pay, profits distributed, or unidentified lump-sum payments
32	Change in commissions

33	Faculty paid over a nine-month period. Lump-sum payments made at end of school term
34	Change in hourly earnings or pay because of change in amount of shift work with pay differential
35	Change in hours, earnings, or wages due to legislation or administrative regulations
36	Pay returns or returning to normal or a new normal after events coded 29-35
40	Shorter scheduled workweek or fewer hours worked. Number of pay periods less than usual
41	Longer scheduled workweek or more hours worked. Number of pay periods greater than usual
42	Decrease in part-time workers
43	Increase in part-time workers
44	Return to normal after end of paid vacation or receiving vacation pay or other paid leave
45	Employees on paid vacation or receiving vacation pay or other paid leave
46	Employees on unpaid vacation or unpaid leave
47	Return to normal after end of unpaid vacation or unpaid leave
49	Employees working and receiving vacation pay
50	Adverse weather conditions
51	Fire disruption
52	Natural disaster disruption
53	Nonnatural disaster disruption
54	Energy shortage
55	Data return or returning to normal or new normal after events coded 50-54, 56, or 57
56	Secondary-effects decrease
57	Secondary-effects increase
58	Environmental legislation
59	Defense-related buildups
60	Defense-related cutbacks
61-64	Temporary Codes determined by BLS national office
65-74	State Specific Comment Codes for CES use only
75	Change in tax rate
76	Change in Reimbursing/Nonreimbursing status
77	Change in UI coverage
78	Change in taxable wage base
79	Change in taxable wages and contributions
80	Change from unclassified to classified SIC or County
81	Non-economic code change (first quarter)

82	Economic code change
83	Reporting change from firm to or from Employee leasing co.
84	Data adjusted for summer month education (CES only)
85	New establishment or subunit
86	Establishment permanent/temporarily out of business
87	Reactivated UI account or subunit (202 only)
88	Establishment dissolution
89	Establishment merger
90	Reporter changes basis of reporting -single to multi (showing greater detail)
91	Reporter changes basis of reporting -multi to single (showing less detail)
92	CES cancellation (CES only)
93	Change of ownership
94	Problem reporter-do not contact (CES only)
95	Data verified using CES (ES-202 only)
96	Data used pending verification
97	Verified by respondent (CES only)
98	Verified by regional office (CES only)
99	Data verified (ES-202 only)</TBODY>

[TOP](#)

COMMISSIONER'S ORDER NO. 3-93

Date: August 18, 1993

Commissioner's Order No. 3-93

Subject: Confidential Nature of BLS Records

1. Purpose. The purpose of this Order is to state 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 BLS. Secretary's Order 9-75, "Delegation of Authority and Assignment of Responsibilities for Labor Statistics Programs," Secretary's Order 10-83, "Delegation of Authority and Assignment of Responsibilities for Statistical Programs Conducted by State Employment Security Agencies Under Cooperative Arrangements with the Department of Labor," and Secretary's Order 1-90, "Delegation of Authority and Assignment of Responsibilities for Occupational Safety and Health Programs," assign the Commissioner the responsibility of planning and managing statistical programs in the Department of Labor.
4. Directives Affected. Commissioner's Order No. 2-80, "Confidential Nature of Bureau Records," is replaced by this Order. In all cases where Commissioner's Order 2-80 is cited as BLS policy, this Order is henceforth the applicable document. The November 30, 1982, memorandum from the Commissioner to the Regional Commissioners titled "Delegation of Authority to Authorize Publication of Data That Do Not Meet BLS Confidentiality Disclosure Standards" is canceled.
5. References. BLS Directives Chapter 5100, "Responsibility for Safeguarding Sensitive Information," and BLS Commissioner's Order No. 1-85, "Consumer Price Index Futures Contracts," provide additional information on the BLS confidentiality policy.
6. Definitions. For purposes of this Order:
 - a. Data refers to all elements of information from a statistical program. Individually identifiable data refers to all elements of information (including but not limited to names and addresses) that might identify participants in a statistical program by either direct or indirect means. Pre-release economic series data means statistics and analyses which either have not yet been cleared for release or which have a set date and time of release before which they must not be divulged.
 - b. Statistical purposes refers to the description, estimation or analysis of the characteristics of groups without regard to the identities of 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, enforcement or other similar purposes.

7. Policy. In conformance with existing law and Departmental regulations, it is the policy of BLS that:
 - a. Data collected or maintained by, or under the auspices of, BLS under a pledge of confidentiality 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.
 - b. Pre-release economic series data prepared for release to the public will not be disclosed or used in an unauthorized manner before they have been cleared for release, and will be accessible only to authorized persons.

8. Designation of Authorized Persons. Authorized persons include only those individuals who are responsible for collecting, processing, or using the 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 data which are integral to the program on which they work, and only to the extent required to perform their duties. The following categories of individuals are authorized persons:
 - a. BLS employees who sign the BLS Acknowledgment Letter when they enter on duty.
 - b. State agency employees who are directly involved in BLS/State cooperative programs, subject to the provisions of the BLS/State cooperative agreement. They continue to be subject to State laws that prohibit them from disclosing the data.
 - c. Contractor employees when the contract under which they are working contains provisions that include the BLS confidentiality policy and the employees have signed the BLS Non-disclosure Affidavit.
 - d. Employees of a Federal agency other than BLS when that agency is subject to an agreement with BLS that includes the BLS confidentiality policy, the employees have signed the BLS Non-disclosure Affidavit, and the employees are directly involved in a cooperative program with BLS or are otherwise serving as BLS agents in the conduct of BLS programs.

Any individuals or organizations not meeting the criteria in parts a. through d. of this section shall be granted access to confidential BLS records only when authorized by the Commissioner for a statistical or research purpose that furthers the mission and functions of BLS. Such authorization shall be in the form of a Memorandum of Understanding, Letter of Agreement, or other appropriate agreement signed by both the Commissioner and the head of the receiving organization. The authorization document will state the purpose for which the data will be used and that all persons with access to the data will follow the BLS confidentiality policy, including signing the BLS Non-disclosure Affidavit.

9. Other Actions in Support of This Policy. 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 are covered by the policy of this Order. The joint participation shall be indicated on the collection vehicle and by notifying the respondent of the cooperative nature of the survey in any letter or personal visit used in the original contact with the respondent.
 - b. Universe lists derived from information provided to BLS under an agreement of

confidentiality shall be kept confidential.

- c. The survey sample composition, lists of reporters and names of respondents shall be kept confidential, regardless of the source of such lists or names.
- d. 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 the data of any specific respondent to be imputed from the published information.
- e. All individuals or organizations, government or private, who enter into a contract for the collection, processing, maintenance, or storage of data shall conform to the BLS confidentiality policy and to all specific procedures published pursuant to this Order.
- f. 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 focal point for ensuring that all provisions of the BLS confidentiality policy are understood and complied with in the cooperating State agency.
- g. Any restrictions placed by foreign 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.

10. Exceptions Under Conditions of Informed Consent. 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 9, "Other Actions in Support of This Policy," shall be granted only under the conditions of informed consent. Except as outlined in Section 11, "Assignment of Responsibility," the informed consent provisions of this section may be used only with prior authorization by the Commissioner. Under the conditions of informed consent, one of the following conditions must be met:

- a. 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, either on the collection vehicle itself or in an accompanying letter.
- b. 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.

11. Assignment of Responsibility.

- a. For the BLS Covered Employment and Wages Program, the Associate Commissioner for Employment and Unemployment Statistics is assigned responsibility to establish policies and procedures for exceptions to the general confidentiality policy set forth in Section 7a when respondents are given notice, at or before the time the data are obtained, of any nonstatistical State use of individually identifiable data.
- 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 9d 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. Implementation. All BLS offices and employees are responsible for adhering to the policy set forth in this Order. The Office of Administration will issue specific procedures and provisions to support the implementation of this policy. Such procedures and provisions will be issued in Chapter 5100 or related chapters of the BLS Directives System.

13. Disciplinary Actions. It is the policy of BLS to enforce the provisions of this Order to the full extent of its authority. Any willful disclosure of confidential records by a BLS employee in violation of the policy and provisions of this Order will constitute cause for BLS to take an adverse action against the employee.

WILLIAM G. BARRON, JR.
Acting Commissioner of Labor Statistics