

MEMORANDUM OF UNDERSTANDING  
THROUGH WHICH  
THE U.S. CENSUS BUREAU IS ACQUIRING  
ADMINISTRATIVE DATA  
FROM THE  
[data agency],

Agreement No. [IOSA #Census fills]

**1. PARTIES AND PURPOSE**

This Memorandum of Understanding establishes an agreement between the U.S. Census Bureau (Census Bureau) and the [data agency] for the acquisition of Supplemental Nutrition Assistance Program (SNAP) and Temporary Assistance for Needy Families (TANF) data.

**2. AUTHORITY**

The authority for the Census Bureau to enter into this Agreement is 13 U.S.C. § 6, which permits the Census Bureau to access, by purchase or otherwise, information to assist the Census Bureau in the performance of duties under Title 13, United States Code.

The authority for the [data agency] to share SNAP data and enter into this Agreement is Section 17 of the Food and Nutrition Act of 2008 (Act), 7 U.S.C., § 2026. The Food and Nutrition Act of 2008 limits the use of SNAP recipient information to those directly connected with the administration or enforcement of the provisions of the Act, specifically Section 11(e)(8)(A) of the Act (7 U.S.C. 2020(e)(8)(A)). The Department of Agriculture Food and Nutrition Service (FNS), through a Memorandum of Record signed on October 24, 2017, has determined that the Census Bureau is directly connected with the administration of the SNAP program because Census will provide to the state copies of its research tabulations for the state to use in administering its SNAP program.

The authority for the [data agency] to share TANF data (for purposes of 42 U.S.C § 601 et seq.) and enter into this Agreement is consistent with Section 1137 of the Social Security Act and Section 205.50 of Title 45, Code of Federal Regulations.

Additional authority for the [data agency] to enter into this Agreement is [...]

**3. TERMS AND CONDITIONS**

Pursuant to this Agreement, the [data agency], hereinafter referred to as “the data partner” shall transfer records to the Census Bureau, hereinafter referred to as “the state data” and as described in Attachments A and B of this Agreement. All data that the data partner agrees to provide the Census Bureau remains confidential. To the extent provided by law, confidentiality of this data will be maintained under Title 13 U.S.C., Section 9, and the Privacy Act.

Title 13 U.S.C., Section 23(c) authorizes the Census Bureau to grant access to confidential data to individuals who are employed by private or public organizations or agencies and who have expertise or specialized knowledge that will contribute to Census

Bureau projects or activities. Such persons, however, must be sworn to observe the limitations of 13 U.S.C. § 9. To the extent provided by law, only Census Bureau staff and those Special Sworn Status (SSS) researchers participating in the projects will have access to the data. Access shall be limited to the minimum number of individuals necessary. Any data, records, or other information shared through this research Agreement are protected from unauthorized disclosure and shall be used solely for statistical purposes and not for program or administrative enforcement. When the Census Bureau publicly releases information related to this research, it may not be disclosed in individually identifiable form that permits the identification of any individual respondents, businesses, organizations, or institutions, and results will meet Census Bureau disclosure avoidance guidelines. The Census Bureau will link the state data to census data, survey data and administrative records data. To the extent provided by law, the Census Bureau will recognize the data partner as the owner of the original data in the form that it is delivered to the Census Bureau, prior to its integration with confidential Census data. The Census Bureau will use the linked data for research and operations to improve data collection and record linkage methods for surveys and decennial censuses. The Census Bureau will also utilize the state data to provide new and improved estimates of population characteristics related to program participation, when appropriate and possible.

a. The data partner agrees:

- i. To transfer to the Census Bureau via Secure File Transfer Protocol (SFTP, state data from **January 2021 - December 2027** as described in Attachments A and B. The deliveries of SNAP and TANF monthly data will arrive on an annual basis as follows:
  - January 2021 - December 2022 by March 1, 2023
  - January 2023 - December 2023 by March 1, 2024
  - January 2024 - December 2024 by March 1, 2025
  - January 2025 - December 2025 by March 1, 2026
  - January 2026 - December 2026 by March 1, 2027
  - January 2027 - December 2027 by March 1, 2028
- ii. To provide adequate documentation and support of transferred files for the Census Bureau to be able to interpret the data for the uses permitted in this Agreement; including a data dictionary or variable definitions, a record layout, record count, and record length.
- iii. To allow the Census Bureau to use its record linking processes to assign, where possible, person and address identifiers to each record in the state data. Record linkage identifiers may not contain any state data or direct identifiers.
- iv. To allow the Census Bureau staff and SSS researchers to use the state data at the Processing Sites listed in Section 4 of this Agreement for the projects listed in Attachment C and for additional projects as permitted by Section 3.b.i of this Agreement.
- v. To allow the Census Bureau staff continued use of linked data received from the data partner under previous Agreements. This data is not in the original format as received from the data partner, but is linked and integrated with confidential Census data. To allow the use of this data for the needs and uses as specified in the projects listed in Attachment C. The data partner specifically agrees to the use of data for the months/years of **2010-2020**.

b. The Census Bureau agrees:

- i. To the extent provided by law, to grant access to the state data only to Census Bureau staff and SSS researchers at the Processing Sites listed in Section 4 of this Agreement and only for the projects listed in Attachment C or those approved in writing by both parties.
- ii. To provide the data partner with a copy of data tabulations that the Census Bureau will create for Census research purposes. Specifically, the Census Bureau will provide the data partner with data tabulations based on at least two consecutive calendar years of program participation administrative records linked to annual responses to the American Community Survey (ACS). Data tabulations shall include estimated rates of program eligibility and access/participation for the state/tribe overall and by various demographic, economic, and household characteristics and by geography unit, when the data allow. It also will include distributions across the same characteristics both for program participants and for those who are estimated to be eligible but do not participate. The data tabulations will be delivered either within six (6) months from the date that the administrative records are processed and provided to Census Bureau research staff, or from the date that relevant years of the ACS become available, whichever is later.
- iii. To the extent permitted by law, allow the data partner the opportunity to review and provide comments of pre-publication copies of any report or other document containing information derived from the state data pertaining to SNAP and TANF research and resulting from use under this Agreement of the state data. If no comments are received from the data partner within fourteen (14) days from delivery of pre-publication documents to the data partner, the Census Bureau shall send a reminder notice to the data partner. If no comments are received within three (3) business days from delivery of the reminder notice, the data partner will be deemed to have no comment regarding the delivered documents for publication and/or distribution to persons outside of the Census Bureau staff authorized to use the data under this Agreement.

#### **4. CONTACTS**

The parties mutually agree that the Census Bureau will appoint a designated “Custodian” of the files, who will in a representative capacity, comply with all of the designated provisions of this Agreement on behalf of the Census Bureau; including observance of all conditions of use, and for the establishment and maintenance of security arrangements, as specified in the Agreement to prevent unauthorized use. The parties mutually agree that the following locations are designated for data processing, analysis, and storage within the Census Network:

Sites:                   Bowie Computer Center or Other Approved Census Computer Centers  
                              Suitland Federal Center  
                              Federal Statistical Research Data Centers  
                              Census Approved Cloud Services

The parties mutually agree that the following named individuals will be designated as points of contact for the Agreement on behalf of the data partner and the Census Bureau, respectively:

**Data Partner Subject Matter POC:**

[POC NAME]  
[TITLE]  
[OFFICE]  
[ADDRESS]  
[PHONE NUMBER]  
[EMAIL]

**Data Partner Data POC:**

[POC NAME]  
[TITLE]  
[OFFICE]  
[ADDRESS]  
[PHONE NUMBER]  
[EMAIL]

**Census Bureau Subject Matter POC:**

Nicole Adolph  
Data Acquisitions Branch, Chief  
Economic Reimbursable Surveys Division  
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**Census Bureau Subject Matter Research POC:**

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Washington, DC 20233  
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**Census Bureau Data POC:**

David Sheppard  
Chief, Data Quality Branch  
Economic Reimbursable Surveys Division  
U.S. Census Bureau  
4600 Silver Hill Rd  
Washington, DC 20233  
(301) 763-9291  
[david.w.sheppard@census.gov](mailto:david.w.sheppard@census.gov)

The parties agree that if there is a change regarding the information in this section, the party making the change will notify the other party in writing of such change.

**5. DURATION OF AGREEMENT, AMENDMENTS, AND MODIFICATIONS**

This Agreement is effective on the date on which it is signed by both parties. The Agreement shall terminate **March 31, 2028**. If, at the end of the agreement period of performance, the parties wish to continue the relationship, they must execute a new agreement.

The parties shall review this Agreement at least once every three (3) years, or whenever a Federal statute is enacted that materially affects the substance of the Agreement, in order to determine whether it should be revised, renewed or canceled. The review will be conducted by the Census Bureau's Assistant Director for Economic Programs and the data partner.

Notwithstanding all other provisions of this Agreement, the Parties agree that:

- 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.

To the extent permitted by federal law, the original state data received from the data partner will be retained by the Census Bureau after receipt for a maximum of two (2) years, unless the data partner establishes a different timetable as clarified, when necessary, in Section 3, Terms and Conditions. Any revisions to the data retention timetable after the execution of this Agreement will be stated in writing in an amendment to this Agreement. The original state data will be expunged from Census Bureau systems, so long as such expungement is not inconsistent with federal records retention law. The implementation for "expungement" must meet NIST SP 800-53 rev-5 media sanitization requirements as expressed in control MP-6 such that "the information cannot be retrieved or reconstituted."

The dissemination and use of publicly released reports, articles, and other products derived in whole or in part from the state data will not be discontinued due to the expiration or termination of this Agreement. Furthermore, the use of the state data records with linkage identifiers and state data linked to other data as part of the projects described in Attachment C will not be discontinued due to expiration or termination of this Agreement.

To promote organizational transparency, and in support of data discovery for current and future research projects, the U.S. Census Bureau posts non-sensitive data documentation to public-facing websites. This documentation, such as a record layout or data dictionary, can include file descriptions, variable lists, variable labels, and valid values for each variable.

## **6. RESOLUTION OF DISAGREEMENTS**

Should disagreement arise on the interpretation of the provisions of this Agreement, or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement on interpretation is not reached within thirty (30) days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

Under the Inspector General Act of 1978, as amended, 5. U.S.C. App. 3, a review of this Agreement may be conducted at any time.

The Inspector General of the Department of Commerce, or any of his or her duly authorized representatives, must be sworn in under 13 U.S.C. Section 23(c), and shall have access to any pertinent books, documents, papers and records of the parties to this Agreement, whether written, printed, recorded, produced, or reproduced by any mechanical, magnetic or other process or medium, in order to make audits, inspections, excerpts, transcripts, or other examinations as authorized by law.

The Census Bureau will promptly consider and adjudicate, in accordance with Federal law, claims which may arise for damages of any nature arising out of a Census Bureau act under this Agreement. Such adjudication will be pursued under the Federal Tort Claims Act, 28 U.S.C. Section 2671 et seq., the Federal Employees Compensation Act, 5 U.S.C. Section 8101 et seq., or such other legal authority as may be pertinent. The U.S. Department of Justice shall determine the appropriate venues for any litigation arising under this Agreement.

## **7. CONFIDENTIALITY**

### **A. IT Security**

State statute [xxx] protects the confidentiality of the administrative records data, as well as the following statutes and regulations:

- Medicaid, 42 U.S.C. § 1396(a)(a)(7), 42 CFR Part 431.300-307;
- Temporary Assistance to Needy Families, 42 U.S.C. § 602 (a)(1)(A)(iv);
- Supplemental Nutrition Assistance Program, 7 U.S.C. § 2020 (e)(8);
- 7 CFR Part 272.1(c);
- Social Security Act, 42 U.S.C. § 1396(a)(a)(7);
- Social Security Administration Disclosure, 20 CFR Part 401;
- Child Support, 42 U.S.C. § 654(26);
- Public Assistance Programs (Public Welfare), 45 CFR Part 205.50;
- U.S. Department of Labor Employment and Training Administration, 20 CFR Part 603;
- O.C.G.A. §§ 49-4-14 and 49-4-150; and
- 42 U.S.C. § 602(a)(1)(A)(iv).

The Census Bureau will comply with all federal laws applicable to the privacy or security of data received pursuant to this Agreement. As a federal agency, the Census Bureau is not subject to state/tribal laws, however the Census Bureau will comply with the requirements of applicable state/tribal laws to the extent that they do not conflict with the Census Bureau's requirements under federal law.

The Census Bureau assumes an obligation to keep all data received from other federal, state, and tribal organizations, agencies, and commercial entities in confidence, and to use the data for statistical purposes only in accordance with the provisions of Title 13, United States Code. The data provided under this Agreement are confidential under 13, U.S.C. § 9. Per the Federal Cybersecurity Enhancement Act of 2015, these data are also protected from cybersecurity risks through screening of the systems that transmit the data. Upon receipt, all data acquired as a result of this Agreement will be treated as if they have, at a minimum, protection at the appropriate risk level in accordance with NIST FIPS 200 and Special Publication 800-60r1.

The Census Bureau complies with all current NIST standards and publications in accordance with the Federal Information Security Modernization Act of 2014,

Public Law 113-283. All systems are fully assessed against NIST Special Publication 800-53r4 *“Recommended Security Controls for Federal Information Systems and Organizations,”* as well as Special Publication 800-37r2 *“Risk Management Framework for Information Systems and Organizations: A System Life Cycle Approach for Security and Privacy.”* The Census Bureau IT Security Program is reviewed annually by the Department of Commerce Office of the CIO (Chief Information Officer), as well as the Department of Commerce Office of Inspector General, as part of the oversight responsibilities.

All information and information systems are categorized in accordance with NIST FIPS 199 *“Standards for Security Categorization of Federal Information and Information Systems”* and NIST Special Publication 800-60r1 *“Guide for Mapping Types of Information and Information Systems to Security Categories: (2 Volumes) - Volume 1: Guide Volume 2: Appendices.”* Security controls and subsequent assessments are to be completed based on the final categorization.

Cloud providers must be approved for at least moderate level information through the GSA FedRAMP process prior to acquiring any services. Census Bureau identifies, assesses and authorizes use based on the published FedRAMP results and an assessment of any Census Bureau (customer provided) controls implemented to protect the infrastructure and data. Security reporting on cloud providers is reported to the Department of Commerce on a regular basis under FISMA.

The Census Bureau maintains a policy regarding the reporting of, and response to losses of protected data in accordance with OMB Memorandum M-17-12. Known or suspected losses of protected data are to be reported within one (1) hour of its discovery to the Bureau of the Census Computer Incident Response Team (BOC CIRT) who will report as required to the United States Computer Emergency Readiness Team (US CERT). Once the Census Bureau becomes aware of a known breach of the state data from the data partner, the Census Bureau will contact the data partner contacts to discuss the actions and potential remedies regarding the incident.

## **B. Disclosure Avoidance Review of Statistical Products**

Title 13, Section 9 of the United States Code (U.S.C.) requires the Census Bureau to keep confidential the information collected from the public under the authority of Title 13. Section 214 of Title 13, U.S.C., and Sections 3551, 3559 and 3571 of Title 18, U.S.C., provide for the imposition of penalties of up to five years in prison and/or up to \$250,000.00 in fines for wrongful disclosure of confidential census information.

Disclosure avoidance is the process for protecting the confidentiality of data, as required under Title 13 U.S.C. A disclosure of data occurs when someone can use published statistical information to identify an individual who has provided confidential information.

For data tabulations, the Census Bureau uses disclosure avoidance procedures to modify or remove the characteristics that put confidential information at risk for disclosure. Although a published table may appear to show information about a specific individual, the Census Bureau has taken steps to disguise or suppress the original data, while making sure the results are still useful. The techniques used by the Census Bureau to protect confidentiality in tabulations vary, depending on the type of data.

Noise injection is the Census Bureau's preferred disclosure avoidance technique. By policy, noise injection is applied to all data products that are reported at geographic areas with small populations (GASP). For the purposes of this guidance, a GASP is a population that is smaller than the smallest population of any congressional district.

In cases when it is not feasible to fully implement noise injection within the period of the contract, a transition plan for implementing noise injection or other provable privacy methods must be developed in coordination with the Census Bureau. Noise injection may be required for microdata releases, depending on the characteristics of the microdata and the specific variables that are to be released. Data that cannot be publicly released may still be analyzed within the Federal Statistical Research Data Centers (FSRDCs) by individuals who have Special Sworn Status (SSS); the results of such analyses must still go through a disclosure avoidance process prior to being publicly released.

The parties understand that Title 13 confidentiality protection and disclosure avoidance techniques apply to all work described in this Agreement. The disclosure avoidance disclosure methods are defined by the Census Bureau which has the responsibility of carrying out that work. Accordingly, upon completion of the tabulation, the data produced must be reviewed by the Census Bureau to ensure that no identifiable Title 13 data are or may be disclosed. Should the Census Bureau's Disclosure Review Board (DRB) determine that the requested statistical product does or reasonably could result in such disclosure, then the data product will be modified prior to approval for release to the party(ies) of this Agreement. The DRB must approve before a research product can be released to an individual who does not have SSS and a need to know or moved to a computer not approved for controlled data according to Census' existing policies and procedures.

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## **8. APPROVALS**

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Kevin Deardorff  
Chief, Economic Reimbursable Surveys Division  
U.S. Census Bureau

(Date)

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[typed name]

(Date)

[title]

[state/tribal program agency]

**(Continue to the next page.)**

## **Attachment A: Data Elements (Case Level)**

### **1. Data Requirements**

Monthly data from the administration of SNAP, in the gold standard format, for the months/years January 2021—December 2027 will include, when available, at the case level:

*(Note: If sending TANF, TANF variables/flags will be included in the SNAP gold standard.)*

**(Continue to the next page.)**

## **Attachment B: Data Elements (Individual Level)**

### **1. Data Requirements**

Monthly data from the administration of SNAP, in the gold standard format, for the months/years January 2021—December 2027 will include, when available, at the individual level:

*(Note: If sending TANF, TANF variables/flags will be included in the SNAP gold standard.)*

## **Attachment C: Description of Approved Research Projects**

### **1. Evaluation and Improvement of Demographic Surveys Using Tribal, State and Federal Administrative Records**

The U.S. Census Bureau administers multiple household and business surveys that are designed to characterize the program participation characteristics of the U.S. population. This project will evaluate the accuracy of such survey data, explore the determinants of misreporting and the impact of misreporting on estimates of population characteristics. This project will also evaluate and improve current procedures for editing and/or imputing survey data related to program participation. The project will also use the tribal and state data to investigate survey frame coverage, survey effects and survey non-response.

This project will focus on evaluating and improving the measurement of tribal and state programs in the American Community Survey (“ACS”), the Current Population Survey (“CPS”) and the Survey of Income and Program Participation (“SIPP”). In the case of SIPP, this evaluation will also inform the redesign of the SIPP survey instrument that is currently underway.

This project will include additional studies that use administrative records from tribal, state and federal programs (including the SNAP data) and/or Census Bureau survey data, and that can inform the Census Bureau about the quality of its data products and the feasibility of using administrative records to improve Census Bureau data products. These additional studies could include linkages to surveys conducted by the National Center for Health Statistics (NCHS), and linkages to datasets created from joint statistical projects between the Census Bureau and NCHS, the USDA Economic Research Service, the Bureau of Justice Statistics, the Department of Health and Human Services and the Department of Veterans Affairs.

### **2. Characterizing likely eligible non-participants of SNAP**

Persons with a high probability of being eligible for SNAP can be modeled using ACS data on household composition and reported income. The modeled eligible persons can be matched to the administrative SNAP data to determine who participated in the program. This research is important for the Census Bureau as it permits a greater understanding of whether SNAP take-up is uniformly distributed across demographic and geographic groups. Disparities among persons with different languages spoken at home, race or ethnic identification, or urbanicity could affect interpretations of Supplemental Poverty Measure estimates. This research also benefits Food and Nutrition Service (FNS), and tribal and state agencies by assessing the characteristics of persons with unmet needs. The project results in aggregate information that tribal and state agencies can use to improve outreach efforts.

### **3. Improve Census Bureau Record Linkage Methods**

The Census Bureau’s Person Identification Validation System (“PVS”) uses administrative records from a variety of sources to assign, where possible, unique person identifiers to each record in its surveys, Censuses, and administrative records.

However, coverage for some populations may be incomplete in the PVS. Incomplete coverage in the PVS would have important implications for the Census Bureau's ability to evaluate and improve its data products using administrative records. The use of the state data administrative records will permit an assessment of the coverage completeness in PVS while improving upon coverage in the PVS of the populations participating in tribal or state programs.

#### **4. Research, Testing and Operations for the Decennial Census Programs and Current Surveys**

The Census Bureau intends to test the use of administrative records data from many sources, including public and private sources, for use in decennial programs to include the Decennial Censuses, American Community Survey, and current economic and demographic surveys. The Census Bureau plans to use federal, state, tribal, and third party source data for cost reduction and quality improvement initiatives. These data will be considered for use to augment or replace data collection and processing operations. Further, development of effective linkages between the Census Bureau's foundational datasets (including, but not limited to LEHD's job frame, the Business register, MAF/TIGER, and the to-be-developed demographic frame) will facilitate reuse of administrative data across the enterprise.

To determine the feasibility and value of incorporating administrative data into census and survey operations, the data will be linked to decennial census data, survey data, and intercensal test data to assess household roster, location, and demographic and economic characteristics data. Disagreement observed in content across sources will be analyzed to develop approaches such as modeling or business rules to resolve conflicting information. Administrative data will be assessed to tabulate data at various levels of geography, including the housing unit, block, tract, municipality, county, state and tribal levels. These tabulations will be compared to previous Census data, survey data, and intercensal test data to assess accuracy based on the level of aggregation. Research and testing includes simulations with decennial Census data, as well as using these data in operational test sites to incorporate the data into administrative data repositories for use in decennial census and current survey operations.

This work will be done in coordination with the other projects listed.

#### **5. Leveraging Administrative Data to Support Evidence-Building and Evidence Based Decision Making**

The acquisition and use of administrative records data is becoming increasingly central to the Census Bureau's mission. Like many agencies in the Federal Statistical System, the Census Bureau uses administrative records data to reduce inquiries on the public and to promote the efficient use of federal funds. In addition, the 2018 Foundations for Evidence-Based Policymaking Act has resulted in the Census Bureau focusing on ways to leverage research to support evidence-based decision-making. Central to these goals is the Census Bureau's Data Linkage Infrastructure as well as internal and external research conducted through the Federal Statistical Research Data Center (FSRDC) network.

This project supports the use of administrative records data to foster program and policy research and the efficient use of public funds through evidence-building activities. Evidence-building is broadly defined as the production of estimates that can support policy and program evaluation. This activity does not necessarily involve a direct evaluation of a program or policy, but rather produces statistics that can be used to support evidence-based decision-making.

This project includes research that will:

- Explore the use of administrative records to promote the efficient use of federal funds, and to produce and improve statistics on the American population and economy.
- Develop population estimates on demographic characteristics such as race, ethnicity, income, socioeconomic status, migration, food security, inequality, housing, health status and outcomes, and other characteristics that can be used to evaluate federal programs and policies and be used by policy makers to make evidence-based decisions.
- Directly evaluate federal, state, local, and tribal programs and policies.

As Census and other Federal Statistical Agencies integrate administrative records data for research purposes, they acquire and use the data within the context of comprehensive data stewardship programs that ensure strong confidentiality and privacy protections. Data access is limited to Census Bureau staff and Special Sworn Status (SSS) researchers.

Both internal and external proposals requesting access to some (*linked, PII removed*) state level administrative records data, prior to Census Bureau approval, may be forwarded for determination to the federal agency which administers the state level program, for a determination whether that project furthers administration of the federal/state level program and to ensure it meets the requirements of authorizing statutes.

## **6. Longitudinal Data for Research**

The Food and Nutrition Service (FNS) and the Census Bureau intend to establish a longitudinal database that contains information under a unique and anonymized identifier about households and members of households that receive Supplemental Nutrition Assistance Program (SNAP) benefits in each State, per the Agricultural Improvement Act of 2018 (2018 Farm Bill).

The SNAP longitudinal database will include monthly information about households, and members of households, that receive benefits under SNAP in the participating State taken from existing information collected by the State agency, such as -

1. Demographic Characteristics;
2. Income and financial resources (as described in section 5(g) of the 2018 Farm Bill);
3. Employment status;
4. Household circumstances, such as deductible expenses; and

5. Amount of monthly allotment received under SNAP; and
6. MAY include information from other State data sources such as –
  - a) Earnings and employment data from the State department of labor;
  - b) Health insurance program data; or
  - c) Data from participation in other programs administered by the State.

Data contained within the SNAP longitudinal database will be used solely to conduct research on participation in and the operation of SNAP, including duration of participation in SNAP and also for Census Bureau research related to data linkage improvement, survey improvement, decennial research and operations. The term “solely” refers to the requirement that the SNAP longitudinal database must be used for research to inform program administration of SNAP.

Benefit to FNS: This data will provide an opportunity to conduct longitudinal research on SNAP participation, across States and over time, to better understand the dynamics of participation patterns to inform SNAP policy decisions.

Benefits to Census Bureau: These data will provide an opportunity to conduct research related to data linkage improvement, survey improvement, and decennial research and operations.

## **Attachment D: Addendum to the Agreement for External Research Projects**

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

1. The researcher must submit a proposal to the Census Bureau identifying the purpose and the data to be accessed;
2. The Census Bureau must review and approve the research proposal to ensure that its purpose is to provide Title 13 benefits. That is, its purpose is for statistical purposes only that assist the Census Bureau in fulfilling its mission under Title 13;
3. Prior to accessing the data, the researcher must receive the Census Bureau Special Sworn Status (SSS) so that the researcher is subject to the same fingerprinting, background checks, mandatory training, Sworn Oath of Nondisclosure, restrictions, and civil and criminal penalties for protecting confidential data as regular Census Bureau employees;
4. The Census Bureau Disclosure Review Board must approve and clear all research results to ensure non-disclosure of confidential information before the release of the results.

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

5. Each external research project proposal covering the use of the state data must identify explicitly the states that will be used in the analysis and whether any state (or sub-state-level) specific research results will be requested for release under the project.

For all external projects requesting **release of state or sub-state-level specific results** (as opposed to pooled results for a group of states), the State Agency will:

- a) be given the opportunity to review and approve of the external research project request, as outlined in Section 3 (a) iv and 3 (b) i of this Agreement, and
- b) be asked to review and approve any state or sub-state results from the project before release, as outlined in Section 3 (b) iii of this Agreement.

In the case of **projects releasing pooled results only**, under this addendum to the Agreement, the State Agency agrees to select one of the following two options for external research projects (**circle one**):

- **Option A.** The State Agency provides advance permission for the use of its data for Census Bureau approved external research projects for which the State Agency's data are part of the proposed project (when as noted this project is using data from multiple states). The State Agency will receive notification that their data are being used in such a project.

The State Agency is not requiring review or approval of the pooled results.

- **Option B.** The State Agency provides advance permission for the use of its data for Census Bureau approved external research projects for which the State Agency's data are part of the proposed project (when as noted this project is using data from multiple states). The State Agency will receive notification that their data are being used in such a project.

If the State Agency would like to review and approve pooled results from the project before release, the State Agency must respond to the notification and request the review.

- **Option C.** The State Agency requires review and approval of all external research projects covering the use of its data, for which the State Agency's data are a part of the proposed project (when as noted this project is using data from multiple states), even if no sub-state or state-specific results are requested.

The State Agency is not requiring review or approval of the pooled results.

- **Option D.** The State Agency requires review and approval of all external research projects covering the use of its data, for which the State Agency's data are a part of the proposed project (when as noted this project is using data from multiple states), even if no sub-state or state-specific results are requested.

If the State Agency would like to review and approve pooled results from the project before release, the State Agency must respond and request the review.

For each external research project proposal where approval of a State Agency is required according to the State Agency's selection of option above or because of a request to release state or sub-state-level specific results, upon approval of the project by the Census Bureau, the Census Bureau will provide a complete copy of the research proposal to the State Agency's designated Point of Contact.

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

For each review of an external research project proposal, the State Agency agrees to convey its approval or disapproval of the proposal to the Census Bureau in writing (via email or electronic memorandum). If such response is not possible within **fourteen (14)** working days, the State Agency will provide an expected timeline to the Census Bureau.

The State Agency may change their choice of Option A, B, C or D at any time by submitting an email request to the Census Bureau. The State Agency agrees that such a change of option will not invalidate the rest of the agreement.

## **Attachment E: Addendum to the Agreement for External Research Access**

The Federal Statistical Research Data Center Virtual Access Program (FSRDC-VAP) allows researchers to access data through a modified Virtual Desktop Infrastructure (VDI) environment in an approved remote location on projects approved for virtual access. This modified VDI environment is a locked down version of the VDI environment used by Census Bureau staff and contractors and does not allow email or internet access nor does it allow for printing. This environment is the same locked down environment that has been in use in the Federal Statistical Research Data Centers (FSRDCs).

Each external research project with access via the FSRDC-VAP must follow procedures that include, but are not limited to:

- Researchers are required to designate only one location from which they will work. The approved remote location must be a room that is private and secure with floor to ceiling walls and a door that locks. The computer monitor may not be visible from a window and access to the space while working must be restricted to only individuals who have Special Sworn Status (SSS) and are approved for data access on the project.
- The researchers must meet all requirements for data access just as they would in an FSRDC, obtaining and maintaining SSS and taking all required annual trainings.
- Each researcher must sign a rules of behavior document that stresses Title 13 requirements for data use and handling to promote strong data stewardship.
- Researchers must sign agreements that acknowledge unique restrictions that apply to their remote access, and accept responsibility for securing the space and IT equipment they use to access the Census Bureau network.
- Approved datasets will be made available in restricted-access project space on the Integrated Research Environment (IRE). Connection to the IRE is through a special instance of the Census Bureau's VDI as described above.
- All of the data accessed through FSRDC-VAP are subject to the confidentiality requirements and use restrictions of Title 13 U.S.C. Sections 8 and 9. These provisions prohibit the disclosure of the information to anyone other than individuals who are sworn to protect it, and require that the information be used only for statistical purposes.

This addendum to the Agreement offers an option to each State Agency to specify its preference for access to the data for external research projects that use State Agency data.

The State Agency agrees to select one of the following two options to access the state data for external research projects (**circle one**):

- **Option 1.** The researcher must come to a Census Bureau facility, as listed in the Section 4 approved sites - either the Headquarters or a secure Federal Statistical Research Data Center (FSRDC) - that is supervised by a Census Bureau employee, to access the data without any electronic removable media or Internet connection and is subject to logging and audit trails within the physically secure facilities. Access to the data for external research projects within the

Census Bureau facility is via a thin client and secure transmission lines to the central Census computer center.

- **Option 2.** The researcher may access the state data at either a Census Bureau facility as described above in Option 1 or via the Federal Statistical Research Data Center Virtual Access Program (FSRDC-VAP). The FSRDC-VAP includes the same technological restrictions and safeguards on access to data without any electronic removable media or Internet connection and is subject to logging and audit trails.

The State Agency may change their choice of Option 1 or 2 at any time by submitting an email request to the Census Bureau. It is understood that the State Agency's access option that is in place on the date of project consent will persist throughout the research project's duration. The State Agency agrees that such a change of option will not invalidate the rest of the agreement.