



DATA USE AGREEMENT between THE COLERIDGE INITIATIVE and the ADMINISTRATION FOR CHILDREN AND FAMILIES OFFICE OF FAMILY ASSISTANCE
(AGREEMENT FOR THE USE OF OFFICE OF FAMILY ASSISTANCE DATA CONTAINING INDIVIDUAL IDENTIFIERS)

Section I: Scope and Purpose

- (1) This Agreement is by and between the **Administration for Children and Families Office of Family Assistance** ("OFA") of the United States Department of Health and Human Services ("HHS"), a component of the United States Department of Health and Human Services, and **Coleridge Initiative** ("Coleridge") as the Recipients.
- (2) The terms of this Agreement apply to any data that (a) is described in Appendix A, (b) has been disclosed from HHS to Coleridge, and (c) has not been deemed publicly available according to Appendix C (collectively, "Data")¹ to the extent that they do not conflict with, or supersede, terms and conditions or requirements contained in a contract between HHS and Coleridge.
- (3) Except where noted in this Agreement, its terms can only be changed if the Coleridge and HHS Signatories or their successors agree to a written modification or a new agreement. Instructions or interpretations concerning this Agreement or the Data shall not be valid unless issued in writing by the HHS Agreement Manager.
- (4) The parties mutually agree that HHS retains all ownership rights to the Data and any files derived solely from the Data (Derivative Files), and that Coleridge does not obtain any right, title, or interest in either.
- (5) Coleridge represents, and in furnishing the Data, HHS relies upon such representation, that the Data will be used solely for the purpose of the scope of work described in Exhibit A.
- (6) Coleridge agrees not to disclose, use, reuse, sell, rent, lease, loan, or otherwise grant access to the Data except as HHS shall authorize in writing in Attachment B. If Coleridge is ordered to disclose the Data for any other reason, Coleridge shall notify the HHS Agreement Manager as soon as possible so HHS has reasonable opportunity to participate in the legal proceeding.

¹Although the Data transferred to Coleridge should not contain any direct identifiers, it could still identify an individual and/or be combined with additional information to identify an individual.

Section II. Agreement Management

(1) Designation of agreement managers (“Agreement Manager”):

	HHS staff member responsible for the management of this Agreement is:	Coleridge staff member responsible for the management of this Agreement is:
Name:	Lauren Frohlich	John Anner
Title:	Assistant Director, Division of Data Collection and Analysis	Chief Operating Officer
Address:	330 C Street SW	4445 Willard Ave
Address:	Switzer 3020E	Suite 600
	Washington, DC 20201	Chevy Chase, MD 20815
Phone:	202-401-4537	(929) 955-0705
Email:	Lauren.frohlich@acf.hhs.gov	John.anner@coleridgeinitiative.org

(2) Both parties may update their Agreement Manager by notifying their counterpart.

(3) The Agreement Manager for each party, or their successor, shall provide the assistance and guidance necessary for the performance of this Agreement.

Section III. Users of Data

(1) As used in this Agreement, the term:

- “Coleridge User” shall mean an individual who receives access to the Data, at Coleridge’s request, to conduct or facilitate the work described in Exhibit A.
- “HHS User” shall mean an individual who receives access to the Data at HHS’s request.

(2) Before receiving access to the Data, both Coleridge Users and HHS Users must sign the Acknowledgment of Data Use Agreement for Coleridge Users and HHS Users (“Acknowledgment”) attached as Exhibit B (incorporated herein by this reference); Coleridge will be responsible for maintaining a file of signed Acknowledgments. At HHS’s request, Coleridge shall provide HHS a list of all authorized Coleridge Users and HHS Users and copies of all signed Acknowledgments.

(3) A list of Coleridge Users and HHS Users and their reasons for access are contained in Appendix B (incorporated herein by this reference). This list is subject to alteration with approval in writing from the HHS Agreement Manager.

Section IV. HHS Responsibilities

(1) Data. HHS will provide the Data to Coleridge through a secure transfer protocol appropriate for the Data.

(2) Sharing of Data. HHS authorizes Coleridge to share the Data with the Coleridge Users and HHS Users as listed in Appendix B.

- (3) Disclosure of Data. HHS authorizes Coleridge to determine when the Data may be shared with the public in accordance with Appendix C.

Section V. Coleridge's Responsibilities

- (1) Coleridge will receive and securely store and transmit the Data. Coleridge will assure through policies and procedures that the minimum number of Coleridge Users shall receive the minimum amount of the Data necessary to complete their role (i.e., individuals' access to the Data will be on a need-to-know basis).
- (2) Coleridge will assure that all Coleridge Users who receive access to the Data will only use the Data to accomplish the scope of work described in Exhibit A in line with their Acknowledgment.
- (3) Coleridge will ensure the integrity, security, and confidentiality of the Data by complying with the terms of this Agreement and applicable law.
- (4) Coleridge will not use the Data to test the ADRF system.
- (5) Coleridge will assure that all applicable requirements flow down to its contractors or similar.

Section VI. Confidentiality and Security of Data

- (1) Coleridge agrees to establish appropriate administrative, technical, and physical safeguards to protect the confidentiality, integrity, availability of the Data 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 requirements established by the:
- A. Office of Management and Budget (OMB) in OMB Circular No. A-130, Appendix III--Security of Federal Automated Information Systems (<https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/circulars/A130/a130revised.pdf>),
 - B. FIPS 199 Standards for Security Categorization of Federal Information and Information Systems (<https://nvlpubs.nist.gov/nistpubs/FIPS/NIST.FIPS.199.pdf>), FIPS 200, Minimum Security Requirements for Federal Information and Information Systems (<http://csrc.nist.gov/publications/fips/fips200/FIPS-200-final-march.pdf>) and,
 - C. National Institute of Standards and Technology Special Publication 800-53, Recommended Security Controls for Federal Information Systems (<https://web.nvd.nist.gov/view/800-53/home>).
- (2) Coleridge acknowledges that the unsecured transmission of Data without the HHS Agreement Manager's written permission is prohibited.
- (3) Coleridge agrees to grant authorized U.S Government and its agents access to the Data at the site in order to confirm compliance with the terms of this Agreement. Coleridge acknowledges that misuse of the Data may result in civil and criminal penalties ranging from fines to imprisonment.
- (4) Coleridge agrees that, in the event HHS determines or has a reasonable belief that Coleridge did or may have used, reused, or disclosed Data in a manner not authorized by this Agreement or another written authorization from the HHS Agreement Manager, HHS, at its sole discretion, may require Coleridge to: (a) promptly investigate and report to HHS Coleridge's determinations regarding any alleged or actual unauthorized use, reuse or disclosure, (b) promptly resolve any problems identified by the investigation; (c) if requested by HHS, submit a formal response to an allegation of

unauthorized use, reuse or disclosure; (d) if requested by HHS, submit a corrective action plan with steps designed to prevent any future unauthorized uses, reuses or disclosures; and (e) if requested by HHS, return the Data to HHS or destroy the Data it received from HHS under this Agreement. Coleridge understands that as a result of HHS's determination or reasonable belief that unauthorized uses, reuses or disclosures have taken place, HHS may refuse to release further Data to Coleridge for a period of time to be determined by HHS.

Section VII. Incident Response

- (1) For the purposes of this Agreement, an incident is *the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.*
- (2) Coleridge agrees to report all incidents as soon as Coleridge becomes aware, but no later than one hour after Coleridge learns about it. The report to the COR may be submitted at Nicole.Deterding@ACF.hhs.gov. Alternatively, if the incident has created a crisis, or you do not have email access, you may first contact the HHS Computer Security Incident Response Center (HHS CSIRC) at 1-866-646-7514 (available 24/7), then send an email to the COR when you complete the call and have email access. The report to the COR should include, to the degree Coleridge is aware, what happened, and mitigation activities that have already occurred, and who can provide further information about the incident. If Coleridge has already contacted HHS CSIRC, that should also be included in the report.
- (3) Coleridge agrees to work closely with HHS to respond to all incidents. More specifically, Coleridge shall take sole responsibility for the cost and liability of any incident affecting the Data and any Derivative Files when held by Coleridge. If HHS determines that the risk of harm requires notification of affected individual persons and/or other remedies, Coleridge agrees to promptly execute those remedies without cost to HHS.

Section VIII. Ownership of Data and Work Products

- (1) Coleridge agrees that the Data and any Derivative Files are the sole property of HHS and shall be used as set forth in this Agreement. Coleridge agrees that it may not reuse the Data without prior written approval from the HHS Agreement Manager.
- (2) For any work product, such as written reports, memoranda, documents, recordings, graphics, software, or other outputs and results developed in the course of this Agreement by Coleridge, the government shall have unlimited rights, as that term is defined in 48 CFR 52.227-14.

Section IX. Termination

- (1) This Agreement shall become effective upon the later of the date of execution by HHS and Coleridge, and will end five (5) years thereafter. This Agreement may be renewed or extended by the written agreement of both the Coleridge and HHS Signatories or their successors.
- (2) This Agreement may be terminated by either party upon forty-five (45) days written notice to the other party's Signatory.

(3) Upon termination of this Agreement, Coleridge shall have seven (7) days to ensure the return and/or secure destruction of the Data covered by this Agreement held by Coleridge or a Coleridge User, unless another agreement with HHS authorizes its continued use. Disposal is defined by the following procedures:

A. All digital and paper copies of the Data will be purged from Coleridge's information systems and computers in accordance with NIST SP 800-88 Rev. 1, Guidelines for Media Sanitization (<https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf>).

B. At the conclusion of the data disposition process, Coleridge shall inform HHS of the successful data destruction by signing and returning the Notice of Data Destruction (attached as Exhibit C).

(4) This Agreement must be formally reviewed whenever a Federal statute is enacted that materially affects the substance of this Agreement. The result of the review will be a decision agreed upon by the parties to continue this Agreement unchanged, amend this Agreement, or cancel this Agreement. Any amendments to this Agreement will require the review and approval by authorized officials at HHS and Coleridge, or their designees.

Section X. Amendments

This Agreement may be modified or amended with the written and signed consent of the Coleridge and HHS Signatories or their successors at any time during its term.

Section XI. Choice of Law

This Agreement shall be governed and construed in accordance with Federal law.

Section XII. Assignment

This Agreement, including the rights, benefits, and duties hereunder, shall not be assignable by either party without the prior written consent of the other party's Agreement Manager.

Section XIII. Severability

If any one or more provisions of this Agreement shall for any reason be held to be invalid or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Section XIV. Survival

The terms of this Agreement that expressly or by their nature contemplate performance after this Agreement terminates or expires will survive and continue in full force and effect, including, but not limited to, provisions protecting the Data, regarding intellectual property rights, and granting perpetual licenses.

Section XV. Captions

The captions of the paragraphs of this Agreement are for convenience only and shall not influence the construction or interpretation of this Agreement.

Section XVII. Counterparts

This Agreement may be executed in several counterparts, each of which shall constitute an original, and such counterparts, when taken together, shall constitute one and the same agreement.

Section XVIII. Notices to the Signatories

Any notices given to the Signatories under this Agreement shall be in writing and shall be deemed duly given on (i) the date of personal or courier delivery; or (ii) the date of transmission by telecopy or other electronic transmission service; or (iii) three business days after the date of deposit in the United States mail, sent by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

For United States Department of Health and Human Services:

Name Susan Golonka

Title Deputy Director, Office of Family Assistance

Address HHS/ACF/OFA
330 C Street SW
Washington, DC 20201

Phone 202-401-4731

Facsimile 202-205-5887

Email Susan.Golonka@ACF.hhs.gov

For Coleridge Initiative:

Name John Anner

Title Chief Operating Officer

Address 4445 Willard Ave, Ste 600, Chevy Chase, MD 20815

Phone (929) 955-0705

Facsimile

Email: John.anner@coleridgeinitiative.org

With a copy to:

Name Julia Lane

Title President

Address 4445 Willard
Suite 600
Chevy Chase, MD 20815
Phone 208 287 4777
Facsimile
Email Julia.lane@coleridgeinitiative.org

With a copy to:

Name Richard Hendra
Title Director, MDRC Center for Data Insights
Address 200 Vesey Street
23rd Floor
New York, NY 10281-2103
Phone 212 340 8623
Facsimile
Email Richard.Hendra@mdrc.org

Each party may change its mailing address and facsimile number by written notice to the other party's Agreement Manager.

Section XIV. Signatories

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, by their respective representatives, each thereunto duly authorized.

Administration for Children and Families Office of Family Assistance:

Name Susan Golonka

Title Deputy Director, Office of Family Assistance

Signature

Initiative:

Date

5/3/2021

Coleridge

Name John Anner

Title Chief Operating Officer

Signature

Date

4/30/2021

Appendix A: Variable Listings

Each year of the Data includes files for recipients of TANF cash assistance and Special State Program assistance. Both TANF and Separate State Program (SSP) files for open and newly closed cases are included in this Agreement.

AUTHORITY

These data are collected by HHS pursuant to 42 U.S.C. 601–619 (Title IV–A of the Social Security Act) and 45 CFR Part 265 (TANF data collection and reporting regulations). The specific data elements to be transferred for the purposes of this agreement are listed in this Appendix.

These data are disclosed by HHS to Coleridge without the consent of the subject individuals pursuant to 5 U.S.C. 552a(b)(3), in accordance with routine use disclosures 1 (disclosure of identifiable data for research) and 7 (disclosure to contractors, grantees, and others) published for System No. 09-80-0375, last published at 80 Fed. Reg. 17894, 17903-05 (April 2, 2015).

DATA HASHING AND FILE TRANSFER PROCESS

Data Hashing Application

The de-identification of confidential data is facilitated by the use of a standalone application that the data curator downloads to their Windows desktop (Windows 7 or Windows 10). The application guides

the user through the following high-level steps:

- Source file (input) selection and format verification
- Target file (output) selection
 - Target file format specification (headers, delimiter, columns)
 - Hashed column selection and hash type (SSN, Name, Other)
 - Pre-process – verifies full source file for file structure
 - Process – generates target file with hashed columns as specified

By default, the application uses a pre-defined “salt” or secret passphrase for the hashing algorithm, however, the user may override this and provide their own passphrase. The output file can then be transferred to the Coleridge Initiative.

File Transfer Procedures

Transfer of data to the Administrative Data Research Facility (ADRF) uses the FedRAMP Authorized FIPS 140-2 validated Kiteworks Secure Environment. It is restricted to upload operations only. Files do not need to be encrypted or password protected in advance of initiating the transfer.

The high level steps include:

1. Coleridge Initiative Data Engineer invites the data curator via Email to upload their file(s) directly to the FedRAMP Authorized FIPS 140-2 compliant Secure Environment.
2. Data curator uses the link in the email to transfer the file. It is automatically encrypted during transit.

3. The file is stored on encrypted storage inside the FedRAMP Authorized Secure Environment. 4. Coleridge Initiative Data Engineer then pulls the file directly into the FedRAMP Authorized ADRF Environment.

Files transferred using these procedures remain on Kiteworks only as long as necessary to transfer them to the ADRF. The hardware is dedicated to the Coleridge Initiative and not shared by any other organization. The encryption key is maintained by the Coleridge Initiative.

VARIABLE LIST *(See next page)*

Variable List - Case_Closing_Universe and Case_Closing_Sample

Field Type Description

state_fips varchar State FIPS Code

caseid varchar Case Number

month numeric Reporting Month

benefit varchar TANF or SSP

Month (year and month) for joining to spell end in the active files -- usually, one
join_month numeric
month prior to the month when the closing is reported, except in Alabama where closings are
usually reported in the last month of the spell
county_fips varchar County FIPS Code
zip varchar ZIP Code
raw_stratum numeric Raw stratum code
raw_stratum_label varchar Raw stratum label
stratum numeric Standardized stratum code
stratum_label varchar Standardized stratum label
corrected_stratum numeric Corrected stratum code
corrected_stratum_la
bel varchar Corrected stratum label
weight numeric Sampling weight associated with this case
corrected_weight numeric Corrected sampling weight associated with this case

Reason for Closure

(01 = Employment and/or excess earnings
02 = Marriage
03 = Federal five-year time limit

Sanctions

04 = Work-related sanction
05 = Child support sanction
06 = Teen parent failing to meet school attendance requirement
07 = Teen parent failing to live in an adult setting
08 = Failure to finalize an individual responsibility plan (e.g., did not sign plan)
09 = Failure to meet individual responsibility plan provision or other behavioral
requirements (e.g., immunize a minor child, attend parenting classes)

rea_clos numeric

11 = Child support collected
12 = Excess unearned income (exclusive of child support collected) 13 = Excess resources
14 = Youngest child too old to qualify for assistance
15 = Minor child absent from the home for a significant time period 16 = Failure to appear at eligibility/redetermination appointment, submit required verification materials, and/or cooperate with eligibility requirements 17 = Transfer to separate State MOE program
18 = Family served by a Tribal TANF program or Tribal New program Other

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Variable List - Case_Closing_Universe and Case_Closing_Sample

Field Type Description

19 = Family voluntarily closes the case
99 = Other)

Receives Subsidized Housing

rec_hous numeric

rec_ma numeric rec_fs numeric

rec_cc numeric

(1 = Public housing

2 = Rent subsidy

3 = No housing subsidy)

Receives Medical Assistance

(1 = Yes, enrolled in Medicaid and/or CHIP

2 = No)

Receives Food Stamps

(1 = Yes, received food stamp assistance

2 = No)

Receives Subsidized Child Care

(1 = Yes, received federally funded (entirely or in part) child care (e.g., receives either TANF, CCDF, SSBG, or other federally funded child care)

2 = Yes, received child care funded entirely under a State, Tribal, and/or local program (i.e., no Federal funds used)

3 = No)

Variable List - Case_Month_Universe and Case_Month_Sample

Field Type Description

caseid varchar Case ID
month numeric Reporting month (year and month)
state_fips varchar State FIPS Code
raw_stratum numeric Raw stratum code
raw_stratum_label varchar Raw stratum label
stratum numeric Standardized stratum code
stratum_label varchar Standardized stratum label
weight numeric Sampling weight associated with this case
corrected_stratum numeric Corrected stratum code
corrected_stratum_lab
el varchar Corrected stratum label

corrected_weight numeric Corrected sampling weight associated with this case

case_tanf numeric Boolean indicating if this case received TANF this month case_ssp numeric Boolean indicating if this case received ssp this month

tanf_start numeric Boolean indicating if this record is the first in a TANF spell tanf_end numeric Boolean indicating if this record is the last in a TANF spell. tanf_spell_months numeric Running counter of months in this TANF spell.

tanf_total_months numeric Running counter of months in all TANF spells.

tanf_spell_count numeric Running counter of all TANF spells for this case.

ssp_start numeric Boolean indicating if this record is the first in a SSP spell. ssp_end numeric Boolean indicating if this record is the last in an SSP spell. ssp_spell_months numeric Running counter of months in this SSP spell

ssp_total_months numeric Running counter of months in all SSP spells.

ssp_spell_count numeric Running counter of all SSP spells for this case.

benefit_start numeric Boolean indicating if this record is the first in a spell for either benefit.

benefit_end numeric Boolean indicating if this record is the last in a spell for either benefit.

benefit_spell_months numeric Running counter of months in this spell for either benefit.

benefit_total_moths numeric Running counter of months in all either benefit spells.

benefit_spell_count numeric Running counter of all benefit spells for this case.

num_adult numeric number of adult recipients on the case

num_wei numeric number of work-eligible individuals on the case

num_child numeric number of child recipients

county_fips varchar County FIPS Code

caseid varchar Case Number - TANF

zip varchar ZIP Code

Funding Stream
 (1 = Funded, in whole or in part, with Federal TANF block grant funds. This funding numeric includes programs funded with commingled State and Federal funds. 2 = Funded entirely from State-only funds (segregated State TANF expenditures) which are subject to most, but not all, TANF rules.)

Variable List - Case_Month_Universe and Case_Month_Sample

Field Type Description

Indicates if an SSP family has received assistance under a State (Tribal) TANF program within the past six months

(1 = Yes, family received assistance under a State (Tribal) TANF Program for the

w6mths numeric new_app numeric

report month

2 = Yes, family received assistance under a State (Tribal) TANF program within the past six months, but not for the report month

3 = No)

New Applicant

(1 = Yes, a newly-approved application

2 = No)

no_fam numeric Number of Family Members

Type of Family for Work Participation

(1 = Family included only in overall work participation rate (i.e., family includes one or more work-eligible individuals but does not meet definition of a two

type_fam numeric

rec_hous numeric

rec_ma numeric rec_fs numeric

parent family)

2 = Two-Parent Family included in both the overall and two-parent work participation rates (i.e., family includes two work-eligible parents and meets the definition of a two-parent family)

3 = Family with no work-eligible individual)

Receives Subsidized Housing

(1 = Public housing

2 = Rent subsidy

3 = No housing subsidy)

Receives Medical Assistance

(1 = Yes, enrolled in Medicaid and/or CHIP

2 = No)

Receives Food Stamps

(1 = Yes, receives food stamp assistance

2 = No)

amt_fs numneric Amount of Food Stamp Assistance (dollar amount) Receives Subsidized Child Care

(1 = Yes, receives child care funded entirely or in part with Federal funds (e.g.,

rec_cc numeric

receives TANF, CCDF, SSBG, or other federally funded child care) 2 = Yes, receives child care funded entirely under a State, Tribal, and/or local program (i.e., no Federal funds used)

3 = No subsidized child care received)

amt_cc numeric Amount of Subsidized Child Care (dollar amount)

chdsport numeric Amount of Child Support (dollar amount)

cash_res numeric Amount of the Family's Cash Resources (dollar amount) cash numeric Cash and cash equivalent assistance provided under the TANF or SSP program (dollar amount)

num_mths numeric Cash and cash equivalent assistance provided under the TANF or SSP program (number of months)

ccare numeric TANF Child Care (amount)

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Variable List - Case_Month_Universe and Case_Month_Sample

Field Type Description

chd_cov numeric TANF Child Care (children covered)

cc_mnth numeric TANF Child Care (number of months) transpa numeric Transportation (amount)

transpn numeric Transportation (number of months)

transita numeric Transitional Services (amount)

transitn numeric Transitional Services (number of months) oth_amt numeric Other benefit (amount)

oth_mths numeric Other benefit (number of months)

sanc_red numeric Total Dollar Amount of Reductions due to Sanctions Work Requirements Sanction

worksanc numeric sanc_adl numeric sancteen numeric non_coop numeric f2comply numeric

oth_sanc numeric

(1 = Yes

2 = No)

Family Sanction for an Adult with No High School Diploma or Equivalent (1 = Yes

2 = No)

Sanction for Teen Parent not Attending School

(1 = Yes

2 = No)

Non-Cooperation with Child Support

(1 = Yes

2 = No)

Failure to Comply with an Individual Responsibility Plan (1 = Yes

2 = No)

Other Sanction

(1 = Yes

2 = No)

recoup numeric Recoupment of Prior Overpayment oth_redu numeric Total Dollar Amount of
Reductions due to Other Reasons Family Cap

fam_cap numeric red_recp numeric oth_nsan numeric

(1 = Yes

2 = No)

Reduction Based on Length of Receipt of Assistance

(1 = Yes

2 = No)

Other, Non-sanction

(1 = Yes

2 = No)

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Variable List - Case_Month_Universe and Case_Month_Sample

Field Type Description

Is the TANF Family Exempt from the Federal Time-Limit Provisions

(01 = Family is not exempt from Federal time limit.

02 = Yes, because no head-of-household or spouse of the head-of-household in
the eligible family is receiving assistance.

03 = Yes, assistance to family is funded entirely from State-only funds

04 = Yes, because the family is living in Indian country or an Alaskan native
village, where at least 50 percent of the adults living in the Indian country or
Alaskan native village are not employed.

05 = Code no longer in use

06 = Yes, because assistance to the family is funded entirely from State-only funds

07 = Yes, due to a hardship exemption, battery, or extreme cruelty 08 = Yes, based on a federally recognized good cause domestic violence waiver of time limits.

09 = Yes, because the head-of-household or the spouse of the head-of household is living in Indian country or an Alaskan native village, where at least 50 percent of whose adults are not employed.

10 = Code no longer in use

11 = Code no longer in use)

Is the TANF Family A New Child-Only Family

(1 = Yes, a new child-only family

2 = No, not a new child-only family)

Variable List - Person_Month_Universe and Person_Month_Sample

Field Type Description

ssn varchar Social Security Number

caseid varchar Case ID

state_fips varchar State FIPS code

position numeric Original position of person in horizontal case record (1-6 indicates adult record, 7-16 indicates child record)

Indicates a placeholder SSN value

ssn_placeholder numeric

(0 = Not a placeholder SSN

1 = "999999999", SSN not required

2 = "000000000", SSN not available at reporting date)

month numeric Reporting month (year and month)

county_fips varchar County FIPS code

zip varchar ZIP code

person_tanf numeric Boolean indicating if this person received TANF this month person_ssp

numeric Boolean indicating if this person received SSP this month tanf_start numeric Boolean

indicating if this record is the first in a TANF spell tanf_end numeric Boolean indicating if this

record is the last in a TANF spell. tanf_spell_months numeric Running counter of months in this TANF spell.

tanf_total_months numeric Running counter of months in all TANF spells.

tanf_spell_count numeric Running counter of all TANF spells for this person.

ssp_start numeric Boolean indicating if this record is the first in a SSP spell. ssp_end numeric

Boolean indicating if this record is the last in an SSP spell. ssp_spell_months numeric Running counter of months in this SSP spell

ssp_total_months numeric Running counter of months in all SSP spells.

ssp_spell_count numeric Running counter of all SSP spells for this person.

benefit_start numeric Boolean indicating if this record is the first in a spell for either benefit.

benefit_end numeric Boolean indicating if this record is the last in a spell for either benefit.

benefit_spell_months numeric Running counter of months in this spell for either benefit.

benefit_total_months numeric Running counter of months in all either benefit spells.

benefit_spell_count numeric Running counter of all benefit spells for this person.

Family Affiliation

(1 = Member of the eligible family receiving assistance

Other codes indicate not in eligible family receiving assistance, but in the household:

affil numeric ncp numeric

2 = Parent of minor child in the eligible family receiving assistance 3 = Caretaker relative of minor child in the eligible family receiving assistance 4 = Minor sibling of child in the eligible family receiving assistance 5 = Person whose income or resources are considered in determining eligibility for or amount of assistance for the eligible family receiving assistance)

Noncustodial Parent Indicator

(1 = Yes, a noncustodial parent

2 = No)

dob date Date of Birth

hispan numeric Race/Ethnicity - Hispanic or Latino (1=Yes, 2=No)

native numeric Race/Ethnicity - American Indian or Alaska Native (1=Yes, 2=No) asian numeric Race/Ethnicity - Asian (1=Yes, 2=No)

black numeric Race/Ethnicity - Black or African American (1=Yes, 2=No)

hawaia numeric Race/Ethnicity - Native Hawaiian or Other Pacific Islander (1=Yes, 2=No) white numeric Race/Ethnicity - White (1=Yes, 2=No)

gender numeric Gender (1=Male, 2=Female)

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Variable List - Person_Month_Universe and Person_Month_Sample

Field Type Description

dsabla numeric Receives Federal Disability Insurance Benefits Under the Social Security OASDI Program (Title II of the Social Security Act) (1=Yes, 2=No)

dsablb numeric Receives Benefits Based on Federal Disability Status Under Non-Social Security Act Programs (1=Yes, 2=No)

dsablc numeric Receives Aid to the Permanently and Totally Disabled Under Title XIV-APDT of the Social Security Act (1=Yes, 2=No)

dsabld numeric Receives Aid to the Aged, Blind, and Disabled Under Title XVI-AABD of the Social Security Act (1=Yes, 2=No)

dsable numeric Receives Supplemental Security Income Under Title XVI-SSI of the Social Security Act (1=Yes, 2=No)

Marital Status

(1 = Single, never married

marit numeric relat numeric

parent numeric needpg numeric

edul numeric

2 = Married, living together

3 = Married, but separated

4 = Widowed

5 = Divorced)

Relationship to Head-of-Household

(01 = Head-of-household

02 = Spouse

03 = Parent

04 = Daughter or son (Natural or adoptive)

05 = Stepdaughter or stepson

06 = Grandchild or great grandchild

07 = Other related person (brother, niece, cousin)

08 = Foster child

09 = Unrelated child

10 = Unrelated adult)

Parent With Minor Child In the Family

(1 = Yes, a parent with a minor child in the family and used in two-parent participation rate

2 = Yes, a parent with a minor child in the family, but not used in two-parent participation rate

3 = No)

Needs of a Pregnant Woman

(1 = Yes, additional needs associated with pregnancy are considered in determining the amount of assistance

2 = No)

Educational Level

(01-11 = Grade level completed in primary/secondary school including secondary level vocational school or adult high school

12 = High school diploma, GED, or National External Diploma Program 13 = Awarded

Associate's Degree

14 = Awarded Bachelor's Degree

15 = Awarded graduate degree (Master's or higher)

16 = Other credentials (degree, certificate, diploma, etc.)

98 = No formal education

99 = Unknown)

Variable List - Person_Month_Universe and Person_Month_Sample

Field Type Description

Citizenship/Alienage

citzn numeric chdsup numeric

(1 = U.S. citizen, including naturalized citizens

2 = Qualified alien

9 = Unknown)

Cooperation with Child Support

(1 = Yes, adult (or minor child head-of-household) cooperated with child support 2 = No

9 = Not applicable)

ftime numeric Number of Months Countable toward Federal Time Limit

stime numeric Number of Countable Months Remaining Under State's (Tribe's) Time Limit Is

Current Month Exempt from the State's (Tribe's) Time Limit

(1 = Yes, adult (or minor child head-of-household) is exempt from the State's (Tribe's) time

stexem numeric employ numeric

welig numeric

limit for the reporting month

2 = No

3 = Not applicable, no State (Tribal) time limit)

Employment Status

(1 = Employed

2 = Unemployed, looking for work

3 = Not in labor force (i.e., unemployed, not looking for work, includes discouraged workers))

Work-Eligible Individual Indicator

(01 = Yes, an adult (or minor child head-of-household) receiving assistance 02 = Yes, a non-recipient parent due to a sanction

03 = Yes, a non-recipient parent due to a time limit

04 = Yes, a non-recipient parent receiving SSI, SSDI, or Adult Program assistance (aid to the needy aged, blind and disabled in the Territories) or a recipient parent receiving SSDI; and State or Territory opts to include

05 = Yes, a non-recipient parent due to other reasons

06 = No, a non-recipient, but not a parent

07 = No, an ineligible non-citizen due to his/her immigration status

08 = No, a non-recipient parent receiving SSI or Adult Program assistance (aid to the needy aged, blind and disabled) in the Territories

09 = No, parent caring for a disabled family member in the home

10 = No, a parent receiving SSDI (and State or Territory opts to exclude) 11 = No, a non-recipient, noncustodial parent

12 = No, a deceased individual who died in a month preceding the report month and, due to State requirements to provide timely notification to the family before reducing the grant or other reasons (e.g., the family failed to report the death to the TANF agency), the family's grant for the report month included the deceased individual's needs)

welig_verified numeric Verified Work-Eligible Individual Indicator

(1 = Yes, the individual is work eligible

2 = No, the individual is not work eligible)

Variable List - Person_Month_Universe and Person_Month_Sample

Field Type Description

wps numeric Work Participation Status

(01 = Disregarded from participation rate, single custodial parent with child under 12 months. There is a 12-month lifetime limit on disregarding a family from the all families work participation rate (i.e., the overall work participation rate) for this reason.

02 = Disregarded from participation rate because both of the following apply: required to participate, but not participating; and subject to sanction for refusing to participate in work activities for the reporting month, but not subject to sanction for more than 3 months within the preceding 12-month period (Note: "subjected to a sanction" for refusing to participate in work activities means the State has actually imposed a penalty to reduce or terminate assistance. During a conciliation or notice period, before the State actually reduces or terminates the family's grant, a family is not "subjected to a sanction.")

03 = Code no longer in use

04 = Code no longer in use
05 = Disregarded from participation rate based on participation in a Tribal Work Program
06 = Exempt, single custodial parent with child under age 6 and child care unavailable
07 = Exempt, disabled (not using an extended definition under a State waiver).
08 = Exempt, caring for a severely disabled child (not using an extended definition under a State waiver).
09 = Exempt, under a federally recognized good cause domestic violence waiver.
10 = Exempt, State waiver.
11 = Exempt, other.

12 = Required to participate, but not participating; subject to sanction for refusing to participate in work activities for the reporting month; and subject to such a sanction for more than 3 months within the preceding 12-month period.

13 = Required to participate, but not participating; and subject to sanction for refusing to participate in work activities for the reporting month, but not subject to such a sanction for more than 3 months within the preceding 12-month period.

14 = Required to participate, but not participating; and not subject to a work sanction for the reporting month.

15 = Deemed engaged in work -- single teen head-of-household or married teen who maintains satisfactory school attendance.

16 = Deemed engaged in work -- single teen head-of-household or married teen who participates in education directly related to employment for an average of at least 20 hours per week during the reporting month.

17 = Deemed engaged in work -- parent or relative (who is the only parent or caretaker relative in the family) with child under age 6 and parent engaged in core work activities for at least 20 hours per week.

18 = Required to participate and participating, but not meeting minimum participation requirements.

19 = Required to participate and meeting minimum participation requirements.

99 = Not applicable (e.g., not a work-eligible individual; person living in household and whose income or resources are counted in determining eligibility for or the amount of assistance for the family receiving assistance, but is not in the eligible family receiving assistance or noncustodial parent that the State opted to exclude in determining participation rate).)

Variable List - Person_Month_Universe and Person_Month_Sample

Field Type Description

usemp numeric Unsubsidized Employment (average number of hours of participation per week for the report month)

prvemp numeric Subsidized Private-Sector Employment (average number of hours of participation per week for the report month)

pubemp numeric Subsidized Public-Sector Employment (average number of hours of participation per week for the report month)

jexpr_hop numeric Work Experience - hours of participation

jexpr_ea numeric Work Experience - excused absences

jexpr_hol numeric Work Experience - holidays

ojt numeric On the job Training (average number of hours of participation per week for the report month)

jsrch_hop numeric Job Search and Job Readiness Assistance - hours of participation

jsrch_ea numeric Job Search and Job Readiness Assistance - excused absences

jsrch_hol numeric Job Search and Job Readiness Assistance - holidays

comser_hop numeric Community Service Programs - hours of participation

comser_ea numeric Community Service Programs - excused absences

comser_hol numeric Community Service Programs - holidays

vocat_hop numeric Vocational Educational Training - hours of participation

vocat_ea numeric Vocational Educational Training - excused absences

vocat_hol numeric Vocational Educational Training - holidays

jskil_hop numeric Job Skills Training Directly Related to Employment - hours of participation

jskil_ea numeric Job Skills Training Directly Related to Employment - excused absences

jskil_hol numeric Job Skills Training Directly Related to Employment - holidays

edemp_hop numeric Education Directly Related to Employment for an Individual with NO High School Diploma or Certificate of High School Equivalency - hours of participation

edemp_ea numeric Education Directly Related to Employment for an Individual with NO High School Diploma or Certificate of High School Equivalency - excused absences

edemp_hol numeric Education Directly Related to Employment for an Individual with NO High School Diploma or Certificate of High School Equivalency - holidays

schat_hop numeric Satisfactory School Attendance for Individuals with No High School Diploma or Certificate of High School Equivalency - hours of participation

schat_ea numeric Satisfactory School Attendance for Individuals with No High School Diploma or Certificate of High School Equivalency - excused absences

schat_hol numeric Satisfactory School Attendance for Individuals with No High School Diploma or Certificate of High School Equivalency - holidays

cserv_hop numeric Providing Child Care Services to an Individual Who Is Participating in a Community Service Program - hours of participation

cserv_ea numeric Providing Child Care Services to an Individual Who Is Participating in a Community Service Program - excused absences

cserv_hol numeric Providing Child Care Services to an Individual Who Is Participating in a Community Service Program - holidays

otwrk numeric Other Work Activities (average number of hours of participation per week for the report month)

deemed_all numeric Number of Deemed Core Hours for Overall Rate

deemed_2prt numeric Number of Deemed Core Hours for Two-Parent Rate
earned numeric Amount of Earned Income
eitc numeric Amount of Unearned Income - EITC
socty numeric Amount of Unearned Income - Social Security
ssi numeric Amount of Unearned Income - SSI

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Variable List - Person_Month_Universe and Person_Month_Sample

Field Type Description

wcomp numeric Amount of Unearned Income - Worker's Compensation
xunen numeric Amount of Unearned Income - Other

Variable List - Stratum_Population

Field Type Description

state varchar State FIPS code

month numeric Reporting month (year and month)

stratum numeric Stratum code

stratum_label varchar Stratum label

stratum_population numeric Number of individuals in the stratum population 23

Appendix B: Authorized Coleridge Users and HHS Users:

Listed below are the initial set of individuals who may obtain access to the Data.

Coleridge Users:

	Name of Individual	Connection to Coleridge	Part of the Data they need to access	Why they need access to the Data (i.e., Role)	Where they will store the Data
1	Julia Lane	Employee	All data elements	Principal Investigator	Kept on ADRF
2	Ismail Coskun	Employee	All data elements	Chief Security Officer	Kept on ADRF
3	Brijesh Singh	Employee	All data elements	Administrative purposes	Kept on ADRF
4	Jason Zhang	Employee	All data elements	Administrative purposes	Kept on ADRF
5	Nathan Caplan	Employee	All data elements	Administrative purposes	Kept on ADRF
6	Didier Legros	Employee	All data elements	Administrative purposes	Kept on ADRF
7	Graham Henke	Employee	All data elements	Administrative purposes	Kept on ADRF
8	Abhishek Balaji Venkataraaman Sangeetha	Employee	All data elements	Administrative purposes	Kept on ADRF
9	Josh Edelman	Employee	All data elements	Analytical support	Kept on ADRF
10	Ben Feder	Employee	All data elements	Analytical support	Kept on ADRF
11	Maryah Garner	Employee	All data elements	Analytical support	Kept on ADRF
12	Nathan Barrett	Employee	All data elements	Analytical support	Kept on ADRF
13	Allison Nunez	Employee	All data elements	Analytical support	Kept on ADRF

HHS Users:

	Name of Project	Name of Individual	Name of their Organization	Part of the Data they need to access	Why they need access to the Data
1	TDI	Richard Hendra	MDRC Employee	All data elements	Project Director, Principal Investigator
2	TDI	Stephen Freedman	MDRC Employee	All data elements	Data Manager

3	TDI	Johanna Walter	MDRC Employee	All data elements	Data Manager
4	TDI	Mark van Dok	MDRC Employee	All data elements	Data Manager
5	TDI	Zarni Htet	MDRC Employee	All data elements	Programmer/analyst
6	TDI	Natasha Piatnitskaia	MDRC Employee	All data elements	Programmer/analyst
7	TDI	Audrey Yu	MDRC Employee	All data elements	Programmer/analyst

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8	TDI	Alphonse Simon	MDRC Employee	All data elements	Programmer/analyst
9	TDI	Robert Goerge	Chapin Hall Employee	All data elements	Principal Investigator
10	TDI	Emily Wiegand	Chapin Hall Employee	All data elements	Analytics Manager
11	TDI	Molly Rossow	Chapin Hall Employee	All data elements	Sr. Data Engineer
12	TDI	Ed Harris	Chapin Hall Employee	All data elements	Sr. Systems & Network Engineer
13	TDI	Alex Cohn	Chapin Hall Employee	All data elements	Director of Research Technology
14	TDI	Jenna Chapman	Chapin Hall Employee	All data elements	Policy Analyst
15	TDI	Jeremy Martin	Chapin Hall Employee	All data elements	Data Engineer
16	TDI	Emma Monahan	Chapin Hall Employee	All data elements	Researcher
17	TDI	Leah Gjertson	Chapin Hall Employee	All data elements	Senior Researcher
18	TDI	David McQuown	Chapin Hall Employee	All data elements	Researcher
19	TDI	Lauren Frohlich	ACF	All data elements	Asst. Director, TANF Data Division
20	TDI	Alexandra Pennington	ACF	All data elements	Programmer/analyst
21	TDI	Yun Song	ACF	All data elements	Programmer/analyst
22	TDI	Kathleen Moore	ACF	All data elements	Programmer/analyst

23	TDI	Nicole Deterding	ACF	All data elements	Programmer/analyst
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Appendix C: Process for releasing data to the public

Below is the checklist that ADRF shall use to evaluate whether Data may be released to the public. It may be modified at any time with the HHS Agreement Manager's written permission:

1. Tabular Output:

- **General Rule:** No cell should have fewer than 10 observations unless otherwise designated. Always report the total number of observations.
- **Aggregation:** If a table contains sensitive cells, users can aggregate (collapse) those categories.
- **Suppression:** When sensitive cells still occur and no further grouping is appropriate, the procedure is to suppress the cell (remove its value), and then suppress other cells to stop the first cell from being determined. This later stage is called secondary suppression.
- **Secondary Suppression:** Secondary suppression is the suppression of other cells or marginal totals in the table so that the suppressed cell(s) cannot be recalculated. There are no universal guidelines for applying secondary suppression, except that there has to be enough secondary suppression to ensure that primary suppressed values cannot be re-identified.
- **Percentages:** Report the number of valid cases for both the numerator and the denominator. Output needs to be suppressed where either, or both, of the counts used to calculate the percentage, proportion, or ratio have been suppressed. Round percentages calculated from unweighted counts to 1 decimal place. Do not report 0 or 100%.
- **Percentiles:** Do not report exact percentiles. Users can calculate a fuzzy median by averaging the true 45 and 55 percentiles.
- **Maxima and minima:** Suppress maximum and minimum values in general. Top-coded values may be considered for release.
- **Cell values:** Round all reported values to the nearest sensible units.
- **Weighted data:** Report both unweighted and weighted counts.
- **If you are working with data about businesses,** report the proportion of the cell count or value accounted for by the top four businesses in a cell. Counts or values where more than 80% is accounted for by the top four businesses will be suppressed.

2. Regression Output:

- Always report the total number of observations used to generate the model output.
- Regression output does not usually have confidentiality issues. However, users need to check that pieces of output are not based on small counts. Only report the necessary coefficients

- For regression coefficients of dummy variables, users must report counts of both the 0s and 1s for each dummy variable. These counts must be greater than or equal to 10 unless otherwise specified.
- Be mindful that scatterplots based on regressions must only have aggregated points otherwise the scatterplot will not pass disclosure review.

3. Graphs:

- Always report the total number of observations used to generate the model output.
- Graphs produced from aggregate data (e.g., bar charts): Provide the underlying tables with the number of observations per cell.
- Graphs produced from unit-record data but aggregated in the visualization (e.g frequency histograms): Provide the underlying tables and number of observations per cell.
- Graphs produced directly from unit-record data and displays unit-record data (e.g. scatterplots): Will be released only if individuals cannot be reidentified and that values can only be estimated with a high level of uncertainty.
- Graphs produced from the results of modeling or derivation that use unit-record data (e.g. regression curves): Will be released only if the values cannot be used to find original data values.

4. HHS Approval of Disclosure

To obtain approval to publish or present an article, report, or similar (“Publication”) containing the Data, you must submit that Publication to the HHS Agreement Manager. HHS will not disapprove, limit, or request modification to the text based on findings. HHS will indicate, in writing, if and where the Publication needs to:

- Incorporate one or more written or verbal disclaimers or statements from HHS, and
- Acknowledge HHS as a source of information in accordance with customary scientific practices.

HHS will not approve disclosure of the Publication until these items are met to HHS’ satisfaction.

Exhibit A: Scope of Work for HHS TANF Data

The TANF Data Innovation Project (TDI Project) (Effective Date: At execution of agreement)

Funding Source and Governing Contract:

The TDI Project is funded and governed by the TDI Prime Contract Agreement between HHS and MDRC (Contract HHSP233201500059/HHSP23337005T), under which Coleridge is a subcontractor to MDRC ("MDRC").

Project Description:

The overall goal of the TDI Project is to increase the use of the TANF administrative case data in the conduct of rigorous and actionable data analysis to improve program oversight and performance. In addition to producing general policy-relevant information for federal and state policymakers, the project is intended to offer unique and informative insights to program managers in jurisdictions that report data to HHS as a part of statutory reporting requirements. These data are collected by HHS pursuant to 42 U.S.C. 601–619 (Title IV–A of the Social Security Act) and 45 CFR Part 265 (TANF data collection and reporting regulations). Understanding the value-added features of universe data compared to sample data may help increase the number of states that provide universe data to HHS.

Specifically, authorized Coleridge Users and HHS Users under this Agreement may use the data to:

- Conduct data quality assessment, cleaning, variable creation, and data documentation activities.
Set up notebooks designed to help future users make sure they are using the files correctly;
- Transform the data into longitudinal files; and
- Conduct and/or facilitate “proof of concept” data analytic projects under the TDI Project. Initial research topics may include such examples as:
 - Develop client-level measures of employment stability and earnings mobility. Develop employer-level measures of employer characteristics, such as job turnover, hiring and churn.
 - Produce standardized Jupyter Notebooks with DOIs for each measure.
 - Provide libraries of documented code for repeated access and use.
 - Examine caseload dynamics, to include questions like: How have the size and characteristics of the TANF caseload changed over time? How much “churning is there in the caseload? For those leaving the caseload, what share return to TANF and how long

does that take if it happens? Have TANF spell lengths changed over time? Are there notable regional or state differences in caseload dynamics and composition? Do different types of cases exhibit different dynamics?

- Examine employment dynamics of TANF participants and work eligible individuals, to include questions related to employment status, earnings, and employers for individuals prior to, during, and after TANF program involvement; the timing and nature of jobs held by those involved with the TANF program over time; exploring whether the prior

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dynamics may vary by subpopulation or geographic region. Conduct analysis to explore sources of variation in earnings and employment levels and trajectories, including demographic, policy, and labor market factors. This analysis can also examine the barriers and facilitators of successful outcomes.

- Explore differences in analytic possibilities between “universe” state data and “sample” state data to better understand the relative strengths and limitations of each type of data submission.

Modification of the Project Description:

To conduct currently-identified or future research, the data provided by HHS may need to be enriched by combining it with additional data elements. Coleridge shall discuss such proposed additions or enhancements with MDRC and HHS before this occurs, and the parties will all agree and approve in writing of the plans. Coleridge will clearly note the additional data sources in any published or publicly disseminated materials.

Additional research topics to be addressed by the TDI project may be incorporated into this Exhibit by written agreement of the MDRC, Coleridge, and HHS Signatories or their successors.

Authorized Users for this Project:

All individuals who are permitted to access the TDI Project are documented in Appendix B of this Agreement. Per section III(3) of this agreement, this list is subject to alteration with approval in writing from the HHS Agreement Manager.

Notifications for this Project:

Coleridge shall immediately inform MDRC when it becomes aware of a potential incident described in Section VI(3) of the Agreement and of the results of any inspection that occur subject to Section VI(3) of this Agreement, which affects a project covered in this Exhibit.

Coleridge shall inform MDRC of the results of any incidents reported to HHS subject to Section VII of this Agreement which affects a project covered in this Exhibit. Such notification shall be contemporaneous with incident notification to HHS.

Exhibit B: Acknowledgment of Data Use Agreement for Coleridge Users and HHS Users (“Acknowledgment”)

This Acknowledgment of Data Use Agreement for Coleridge Users and HHS Users (“Acknowledgment”) is an exhibit to the Data Use Agreement by and among the Administration for Children and Families Office of Family Assistance and Coleridge Initiative (“Coleridge”) dated as of , 20 (“Agreement”). All capitalized terms not defined in this Acknowledgment shall have the meanings ascribed to them under the Agreement.

I understand that the Data I am asking to access could, if disclosed to unauthorized parties, be detrimental to the interests of HHS, Coleridge, myself, and the TANF program. For that reason, the following applies to the Data:

1. I will comply with the RULES OF APPROPRIATE BEHAVIOR AND USE FOR ADRF USERS.
2. I will request the minimum amount of the Data necessary to complete the role described in my request to obtain access, and will only use the Data to complete that role.
3. I will comply with all of HHS and Coleridge’s policies concerning confidentiality and security of the Data. This includes, but is not limited to:
 - a. Not viewing the Data in a public location where unauthorized individuals can see it.
 - b. Not using the Data for testing the system.
 - c. Not accessing ADRF outside the United States.
4. I will not attempt to identify any individuals or entities (e.g., grantees, businesses, schools, households) described in the Data unless I have HHS or Coleridge’ written permission.
5. I will not merge the Data with any other datasets such that the merged data could identify any individuals or entities unless I have HHS’ written permission.
6. I will not disclose the Data to any person or entity in any form unless I receive permission from HHS or Coleridge. I have read and understand the Process for Releasing Data to the Public presented as

7. I will promptly notify Coleridge and HHS in writing if I am subpoenaed or have other reason to believe that I may be compelled to disclose the Data.
8. I understand that Coleridge and HHS may have a right and obligation to oversee my work, including how I protect the Data, and I will comply with any reasonable request connected to that obligation.
9. I will direct any questions regarding the confidentiality and security of the Data to HHS and/or Coleridge.

10. I will indemnify and hold harmless HHS and Coleridge for any claims, losses, or penalties that may incur because I violated the terms of this Acknowledgment.
11. I understand that this Acknowledgment does not expire; any future unauthorized use or disclosure of the Data remains a reportable breach and can subject me to a range of penalties.
12. If I have a personal, working, or historical relationship with any individuals or organizations represented in the Data I will immediately notify HHS.

By signing below, I acknowledge that I have read and understood the above requirements, as well as the possible penalties for failure to comply, and will adhere to them.

Individual's Name, EMPLOYER AND TITLE
(PLEASE PRINT)

Signature Date

Exhibit C: Notice of Data Destruction

**THE COLERIDGE INITIATIVE and the
ADMINISTRATION FOR CHILDREN AND FAMILIES OFFICE OF FAMILY ASSISTANCE
NOTIFICATION OF DESTRUCTION OF INFORMATION**

Data Use Agreement for The TANF Data Innovation Project

This is an exhibit to the Data Use Agreement by and among the Administration for Children and Families Office of Family Assistance and Coleridge Initiative (“Coleridge”) dated as of , 20 (“Agreement”). All capitalized terms not defined in this Acknowledgment shall have the meanings ascribed to them under the Agreement.

Section IX of the underlying agreement set forth the retention and disposition requirements for the information obtained under the agreement as follows:

A. Upon termination of this Agreement, Coleridge shall have seven (7) days to ensure the return and/or secure destruction of the Data covered by this Agreement held by Coleridge or a Coleridge User, unless another agreement with HHS authorizes its continued use. Disposal is defined by the following procedures:

- All digital and paper copies of the Data will be purged from Coleridge's information systems and computers in accordance with NIST SP 800-88 Rev. 1 "Guidelines for Media Sanitization" (<https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf>).
- At the conclusion of the data disposition process, Coleridge shall inform HHS of the successful data destruction by signing and returning the Notice of Data Destruction (attached as Exhibit C).

By the signature below, the authorized official of Coleridge certifies that all information held by the organization under the agreement was destroyed, as required, at the successful conclusion of the tasks laid out in the Scope of Work, on [DATE].

By the signature below, the authorized official of HHS certifies receipt of this statement.

COLERIDGE INITIATIVE

Signature:	
John Anner Chief Operating Officer	Date 4/30/2021

ADMINISTRATION FOR CHILDREN AND FAMILIES OFFICE OF FAMILY ASSISTANCE

Signature:	
Susan Golonka Deputy Director	Date 5/3/2021

