

**MEMORANDUM OF UNDERSTANDING BETWEEN
COUNTY OF MARIN
HEALTH AND HUMAN SERVICES DEPARTMENT
AND
SAN RAFAEL CITY SCHOOL DISTRICT**

This Memorandum of Understanding (MOU) is entered into effective as of August 1, 2019 (the “Effective Date”) by and between the following Parties: County of Marin Health and Human Services Department (“County”) and San Rafael Unified School District (“District”).

RECITALS

- A. Assembly Bill 402 added Section 18901.55 to the Welfare and Institutions Code, as well as new procedures in the Education Code, which allow a school district and the local agency that determines CalFresh program eligibility to share information contained on the National School Lunch Program (“NSLP”) application to help identify participants who may be eligible to receive CalFresh benefits;
- B. The law requires that if a school district and local agency want to share such information they must enter into a Memorandum of Understanding that sets forth specific responsibilities of each party;
- C. All County Information Notice No. I-73-15 provides guidance on the law and what information is required in the MOU; and
- D. The purpose of this MOU is to set forth the respective responsibilities of the County and District to share information provided on the NSLP application.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. Term of Agreement.

The term of this MOU is effective from the Effective Date written above and will end on June 30, 2024. This MOU will be reviewed every five years and extended by mutual agreement of the Parties in writing. Either Party may give notice of its intent to terminate its MOU, without cause. The written notice must be provided with a minimum of 30 days prior to the intended termination date. The failure of either Party to abide by the MOU shall be grounds for immediate termination of the established MOU. The notice of immediate termination by either Party will be executed through certified mail.

2. Sharing of Information.

- a. The District may share the list of families interested in receiving CalFresh information with the County if (1) the child is approved for free or reduced-priced meals and (2) the parent/guardian of the child consents in writing to the sharing of that information pursuant to Education Code section 49557.3(a). This MOU only allows for the sharing of a list of families; it does not authorize or enable to sharing of the NLSLP application itself.
- b. The information may be shared electronically, physically, or through whatever method is determined appropriate by the Parties.
- c. The Parties agree to use the process outlined within this agreement, section 4 & 5.
- d. The Parties acknowledge that the NSLP application is confidential and, with the exception of forwarding the information on the application for use in CalFresh program enrollment consistent with this MOU, the Parties shall not share the information with any other governmental agency, including the federal United States Citizenship and Immigration Services (formerly Immigration and Naturalization Services) and the Social Security Administration, or use the information for any purpose other than enrollment in the CalFresh program, unless specifically authorized to do so pursuant to other provision of law.
- e. After the District shares information provided on a NSLP application with the County for the purpose of determining the applicant's eligibility for the CalFresh program, the District and the County shall not share information about the applicant or his or her household with each other, or any other entity, unless specifically authorized to do so pursuant to other provisions of law.
- f. The Parties acknowledge that the National School Lunch Act ("NSLA") establishes a fine of not more than \$1,000 or imprisonment of not more than 1 year, or both, if any eligibility information is published, divulged, disclosed, or made known in any manner or extent not authorized by federal law. This includes the disclosure of eligibility information by one entity authorized under the NSLA to receive the information directly from the determining agency. The Parties further acknowledge that United States Code 5 USC § 552a(i) establishes a fine of not more than \$5,000 for any employee who willfully discloses confidential material in any manner to any person or agency not entitled to receive it, or who knowingly and willfully requests or obtains any record concerning an individual from an agency under false pretenses.

3. Consent Requirements.

The written consent obtained from the applicant must contain the following statements:

- a. That the applicant is aware that they are consenting to the sharing of the NSLP application with the County for purposes of determining eligibility for the CalFresh program;
- b. That the NSLP application and the information contained therein is confidential and will not be shared with any other office or for any purpose beyond enrollment in the CalFresh program;

- c. That participating in the CalFresh program is strictly voluntary; and
- d. That the County will provide the applicant with a CalFresh application for the purposes of enrollment in the CalFresh program.

4. District Responsibilities.

- a. The District will continue to make applications for free or reduced price meals through the NSLP available to all students, pursuant to Education Code section 49557. The NSLP applications will give parents/guardians an option to consent to sharing information provided on the application with the County for purposes of determining eligibility for the CalFresh program
- b. The District will run a database query selecting applications allowing consent to share and forward the information provided on the School Lunch Program application to the County provided the child is approved for free or reduced price meals and the applicant consents to the sharing of that information utilizing the process described in Section I(c), above.
- c. The District will send the County an encrypted email with the list of families interested in CalFresh.
- d. The District shall continue to ensure that all applications and records concerning any individual made or kept by the District in connection with administration of the free or reduced-price meal and CalFresh eligibility are confidential, as required by Education Code section 49558.

5. County Responsibilities.

- a. The County shall use information provided on a NSLP application only for purposes directly related to the enrollment of families in the CalFresh program.
- b. The County will review CalFresh referrals made by the District and will take no further action if the household is determined to already have an active CalFresh case. The County will destroy the NSLP applicant information in all such cases.
- c. In all other cases, the County will make contact with the referred household to make an appropriate determination of CalFresh program eligibility. The County will request additional information from the parent/caretaker of the child pertinent to the household if necessary, to make an eligibility determination. Any NSLP applicant whose information is shared with the County is required to complete a CalFresh application prior to enrollment in the CalFresh program. If the parent/caretaker of the child refuses to provide the information necessary to complete a CalFresh application, or does not return a signed CalFresh application, the County shall send notification that the request for application was not approved and shall state the reasons why.
- d. The County shall check all referred NSLP applicants for eligibility for Expedited Service (ES). For purposes of ES processing, the County shall request information from the parent/caretaker necessary for processing a CalFresh application at the first

point of contact following receipt of information. If ES is warranted, the ES processing timeframes shall apply from the point of receipt of the signed CalFresh application.

- e. The County will make a timely determination of CalFresh eligibility and benefits and will provide adequate notice of case determination to the parent/caretaker of the child.
- f. The County shall reiterate to the household that no information will be shared with any other governmental agency, including the United States Citizenship and Immigration Services (formerly Immigration and Naturalization Services) and the Social Security Administration, or use the information for any purpose other than enrollment in the CalFresh program, unless specifically authorized to do so pursuant to other provision of law.

Signatures:

IN WITNESS WHEREOF, the parties have executed this agreement on the date first above written.

San Rafael Unified School District

**County of Marin
Health & Human Services**

Name: _____

Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____