

**CONTRACT NAME: MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF YOLO AND DAVIS JOINT
UNIFIED SCHOOL DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: This Memorandum of Understanding between the County of Yolo and DJUSD is to establish a data sharing agreement to identify potential National School Lunch Program youth participants and Yolo County families that may be eligible for CalFresh.

This MOU Number 17-07 supersedes MOU Number 17-24, approved June 22, 2017.

This MOU establishes a framework for DJUSD and the Health & Human Services Agency to share specified data under Welfare and Institutions Code section 18901.55 and Education Code sections 49557.3 and 49558, which permit a school district and the local agency that determines CalWORKs and CalFresh program eligibility to share information, with participant consent, to help identify clients eligible for CalFresh and the National School Lunch Program.

Sharing the data will allow Yolo County to identify greater numbers of potential DJUSD families in need of the free and reduced lunch program and will allow the District to provide additional services and programs for eligible students.

The MOU shall be effective from July 1, 2017 through June 30, 2018, with automatic renewal annually, unless either party indicates otherwise in writing.

MOU Number: 17-07

INTERGOVERNMENTAL MEMORANDUM OF UNDERSTANDING

Between

Yolo County Health and Human Services

Agency And

Davis Joint Unified School District

PURPOSE:

The Yolo County Health and Human Services Agency (HHSA) and the Davis Joint Unified School District are each committed to ensuring our shared families have every available food resource they are entitled to. This Memorandum of Understanding (MOU) formalizes a partnership to share information for the purposes of maximizing the number of students on Free and Reduced Lunch in Yolo County schools and maximizes the number of families who can access CalFresh (food stamps) and WIC (Woman Infant and Children) benefits. As such, this MOU is entered into between both agencies for the purposes of sharing information from County Welfare Data systems in accordance with regulation set forth from the California Department of Social Services and information with consent from parents of from students and families from local school districts in accordance with regulation set forth from the California Department of Education.

The purpose of this MOU is to define the roles and responsibilities for interagency cooperation in which the County and the Davis Joint Unified School District utilize information on National School Lunch Program (NSLP) applications for students from transitional kindergarten to grade twelve approved for free and reduced meals in order to promote the CalFresh (CF) Program and provide effective information sharing, referral processes, and secure data tracking associated with the implementation of Assembly Bill (AB) 402.

AB 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 CF Program eligibility to share information contained on the NSLP application to help identify participants who may be eligible to receive CF benefits.

TERM:

This MOU shall be effective from July 1, 2017 through June 30, 2018. This MOU shall automatically renew on July 1, 2018, and annually thereafter for an additional term of one year, unless either party indicates otherwise in writing to the other party.

Yolo County HHSA and Davis Joint Unified School District shall each have the right to terminate this MOU upon thirty (30) days written notice to the other party.

Davis Joint Unified School District Responsibilities:

- A. Continue to make application for Free and Reduced Price (F/RP) meals through the NSLP available to all students, pursuant to Education Code section 49557.
- B. NSLP application shall give parents/guardians an option to consent to sharing information provided on the application with Yolo County HHSA for purposes directly related to the enrollment of families in the CF Program. The application shall state that participation in the CF program is entirely voluntary.
- C. Inform the families of potential CF eligibility as soon as possible after a student is determined eligible for F/RP meals.
- D. Include the parental consent form and CF information with the notice of approval for F/RP meals.
- E. Inform the family that participation in the CF program is voluntary. This may be accomplished by inclusion in the consent form.
- F. Provide a list of students or households who are approved for F/RP meals to Yolo County HHSA along with a copy of their consent form or application on an annual basis. Information will include Child Name, Address and DOB for purposes of screening for potentially Eligible Households not receiving CalFresh.

Yolo County HHSA Responsibilities:

- A. Use the information provided on the NSLP application to determine eligibility for CF.
- B. Contact the student's parent/guardian and send a CF application to obtain additional information required for CF eligibility.
- C. Make a timely determination of CF eligibility and benefits and provide adequate notice of case determination to the applicant.
- D. Ensure that information provided on a NSLP application is used only for purposes directly related to the determination of CF eligibility of families in the CF program or as provided by law.
- E. Destroy the NSLP applications or consent forms once the eligibility determination is completed for the CF program.
- F. Provide an annual report (Direct Certification List) available after July first, four separate (4) times a year to Davis Joint Unified School District in order to process those eligible for re-certification of NSLP.

Sharing of Information:

- A. The information may be shared electronically, physically, or through whatever method is determined

appropriate and most secure by both parties. If it is sent electronically it will be stored and sent in an encrypted and secure format.

- B. The Parties acknowledge that the NSLP application is confidential and, with the exception of forwarding the information on the application for use in CF 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 and the Social Security Administration, or use the information for any purpose other than enrollment in the CF program.
- C. After Davis Joint Unified School District shares information provided on the NSLP application with Yolo County HHSA for the purpose of determining the applicant's CF eligibility, the parties 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 by Davis Joint Unified School District pursuant to other provisions of law.
- D. After Yolo County HHSA shares information provided from CalFresh or CalWORKS caseloads for purposes of NSLP direct certification, the parties 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 by the County pursuant to other provisions of law.
- E. 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 one 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 meal eligibility information by one entity authorized under the NSLA to receive the information directly from the determining agency (Yolo County HHSA). In addition, federal law establishes a fine of not more than \$5,000 for any employee who willfully discloses individual identifiable information 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.

Funding:

There is no exchange of funds related to this MOU. Both parties agree that it is in the best interest of their mutual clients to partner and use their own resources for this information sharing effort.

Non-Discrimination of Services:

Both parties ensure that services provided under this MOU are nondiscriminatory and that no person is denied services or subjected to discrimination under any program or activity because of:

- Disability (Mental or Physical) including HIV and AIDS
- Ethnic Group Identification
- Marital Status
- Medical Condition

- National Origin
- Political Belief
- Reasonable Accommodation
- Religious Creed
- Sex/Gender, or
- Sexual Orientation

Alteration of Terms:

It is mutually agreed that this MOU may be modified or amended upon the written mutual consent of the parties hereto.

County of Yolo
Health and Human Services Agency

Karen Larsen, Director

Date

Davis Joint Unified School District



Bruce E. Colby, Chief Business Officer



Date