

**COVER ALL KIDS
DISCLOSURE OF FREE AND REDUCED PRICE INFORMATION
AGREEMENT**

I. PURPOSE AND SCOPE

Concrete School District and Skagit County Community Action acknowledge and agree that children's free and reduced price meal and free milk eligibility information obtained under provisions of the National School Lunch Act (42 USC 1751 et. seq.) or Child Nutrition Act of 1966 (42 USC 1771 et. seq.) and the regulations implementing those Acts is confidential information. This Agreement is intended to ensure that any information disclosed by the Concrete School District to the Skagit County Community Action about children eligible for free and reduced price meals or free milk will be used only for purposes specified in this Agreement and that the Concrete School District and Skagit County Community Action recognize that there are penalties for unauthorized disclosures of this eligibility information.

II. AUTHORITY

Section 9(b)(2)(C)(iii) of the National School Lunch Act (42 USC 1758(b)(2)(C)(iii)) authorizes the limited disclosure of children's free and reduced price meal or free milk eligibility information to specific programs or individuals, without prior parent/guardian consent. However, in order to release additional information (household name, address, income, household size, phone numbers, and/or additional information needed by the receiving agency to determine eligibility for free or low-cost health insurance), parental consent is necessary.

The Skagit County Community Action certifies that it is currently authorized to administer the following program(s) and that information requested will only be used by the program indicated below:

Medicaid or the State children's health insurance program (SCHIP), administered by the Department of Social and Health Services (DSHS) or an appointed DSHS Outreach Agency authorized under titles XIX or XXI of the Social Security Act.

Note: Information will be released ONLY for those free and reduced price meal applications that obtained parental consent giving permission to disclose information for the purpose of determining if the household qualifies for free or low-cost health insurance.

III. RESPONSIBILITIES

Concrete School District will:

Secure parents/guardians written consent prior to any disclosure of any information on the free and reduced meal application; and

Disclose eligibility information only to persons directly connected to the administration of the free or low-cost health insurance program.

Skagit County Community Action will:

Ensure that only persons who are directly connected with the administration of the free or low-cost health insurance program and whose job responsibilities require use of the eligibility information will have access to children's eligibility information:

Health / Food Access Coordinator, and Health Access Outreach Assistant. _____

Use children's free and reduced price eligibility information for the following specific purpose(s):

To obtain contact information from households in order to assist in providing benefits from the subsidized health insurance program for children, Apple Health for Kids. _____

Inform all persons that have access to children's free and reduced price meal eligibility information that the information is confidential, that children's eligibility information must only be used for purposes specified above, and the penalties for unauthorized disclosures.

Protect the confidentiality of children's free and reduced price meal or free milk eligibility information as follows: Information will be accessible only by the Health/Food Access Coordinator and the Health Access Outreach Assistant. The information will be kept in a locked filing cabinet. The Health / Food Access Coordinator is the only person with keys to the filing cabinet. _____

Description of Procedures to Transfer Meal Eligibility Information (May be completed by either the school district/school or the DSHS Outreach agency)

Describe the procedures for transferring students' meal eligibility information from the determining agency to the requesting agency/program so as to limit the number of individuals who have access to the information.

At the discretion of Concrete School District, the Health / Food Access Coordinator will personally pick up the packet of families that have requested more information, or Concrete School District can mail the packet to the Health / Food Access Coordinator with the word "CONFIDENTIAL" written in bold on the envelope. This will eliminate the possibility of anyone other than the person specified from opening it. _____

IV. EFFECTIVE DATES

This agreement shall be effective from 9-4-08 to 06-16-09.

V. PENALTIES

Any person who publishes, divulges, discloses, or makes known in any manner, or to any extent not authorized by Federal law (Section 9(b)(2)(C) of the National School Lunch Act; 42 USC 1758(b)(2)(C)) or a regulation, any information about a child's eligibility for free and reduced price meals or free milk shall be fined not more than a \$1,000 or imprisonment of not more than 1 year or both.

VI. SIGNATURES

The parties acknowledge that children's free and reduced price meal and free milk eligibility information may be used only for the specific purposes stated above; that unauthorized use of free and reduced price meal and free milk information or further disclosure to other persons or programs is prohibited and a violation of Federal law which may result in civil and criminal penalties.

Requesting Agency/Program Administrator

Printed Name: William B. Henkel, Skagit County Community Action
Title: Executive Director Phone: (360) 416-7585
Signature: [Signature]
Date: 12/14/08

Determining Agency Administrator

Printed Name: Barbara Hawkings, Concrete School District
Title: Superintendent Phone: (360) 853-8141
Signature: [Signature]
Date: 1/28/09

*Any attachments will become part of this agreement.