**DISCLOSURE OF FREE MILK INFORMATION**

**AGREEMENT for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**(Insert Name of School Food Authority)**

# I. PURPOSE AND SCOPE

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Insert name of determining official) (Insert name and title of staff person requesting information) acknowledge and agree that children's free milk eligibility information obtained under provisions of the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et. seq.) or Child Nutrition Act of 1966 (42 U.S.C. 1771 et. seq.) and the regulations implementing those Acts is confidential information. This Agreement is intended to ensure that any information disclosed by the determining official listed above to the person requesting information about children eligible for free milk will be used only for purposes specified in this Agreement and that the determining official and person requesting information recognize that there are penalties for unauthorized disclosures of this eligibility information.

# II. AUTHORITY

Section 9(b)(6)(A) of the National School Lunch Act (42 U.S.C. 1758(b)(6)(A)) authorizes the limited disclosure of children's free milk eligibility information to specific programs or individuals, without prior parent/guardian consent. Except that, the parent/guardian must be provided the opportunity to decline to share eligibility information prior to the disclosure for identifying children eligible for benefits under or enrolling children in the State Medicaid Program and the Children’s Health Insurance Program (CHIP). Additionally, the statute specifies that for any disclosures not authorized by the statute, the consent of children's parents/guardians must be obtained prior to the disclosure.

The school food authority (SFA) may disclose children’s eligibility status only to person determined to be “directly connected” with the administration or enforcement of a federal or state program or activity and have a legitimate “need to know”. Online data systems must have the ability to prevent unauthorized access to free and reduced price eligibility status.

The person requesting the informationcertifies that he/she is currently authorized to administer the following program(s) and that information requested will only be used by the program(s) indicated:

| **Check all that apply** | **Program** | **Information authorized** |
| --- | --- | --- |
|  | *Federal education program* *(Ex. Title 1)***Specify Program:**  | Eligibility **status** only; consent not required. |
|  | *State education program* administered by a State agency or LEA (Ex. SAGE, Forward Exam, and ACT) **Specify Program:** | Eligibility **status** only; consent not required. |
|  | *Local education program**(Ex. Registration, testing, or band fees)***Specify Program:** | NO eligibility information, unless parental or guardian consent is obtained |

***Note****:* Section 9(b)(6)(A) specifies that certain programs may receive children's eligibility status **only**, without parental consent. Parental consent must be obtained to disclose any additional eligibility information. Social security numbers may only be disclosed if households are given notice of the disclosure and the uses to be made of their social security numbers as required by Sec. 7 of the Privacy Act.

# III. RESPONSIBILITIES

**The determining official listed on page 1 of this agreement will:**

1. When required, secure parents/guardians consent prior to any disclosure not authorized by the National School Lunch Act or any regulations under that Act, unless prior consent is secured by the person in the school district requesting the information and made available to the determining official.
2. Disclose eligibility information only to persons directly connected to the administration or enforcement of programs authorized access under the National School Lunch Act or regulations under the Act or to programs or services for which parents/guardians gave consent.

**The person requesting the information on page 1 of this agreement will:**

1. Ensure that only persons who are directly connected with the administration or enforcement of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*(specify the name of program)* and whose job responsibilities require use of the eligibility information will have access to children's eligibility information:

Specify by name(s) or title(s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. Use children's free eligibility information for the following specific purpose(s):

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1. Inform all persons that have access to children's free milk 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.
2. Protect the confidentiality of children's free milk eligibility information as follows:

(Specifically describe how the information will be protected from unauthorized uses and further disclosures.)

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**Description of Procedures to Transfer Milk Eligibility Information** (May be completed by either the determining official or the person in district requesting information).

Describe the procedures for transferring students' milk eligibility information from the determining official to those school employees involved with the program so as to limit the number of individuals who have access to the information.

(Describe)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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# IV. EFFECTIVE DATES

This agreement shall be effective from\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# 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)(6)(C) of the National School Lunch Act; 42 U.S.C. 1758(b)(6)(C)) or a regulation, any information about a child's eligibility for free milk shall be fined not more than $1,000 or imprisoned not more than one year or both.

# VI. SIGNATURES

The parties acknowledge that children's free milk eligibility information may be used only for the specific purposes stated above; that unauthorized use of 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.

**Person Requesting Information/Program Administrator**

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Determining Official**

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*Any attachments will become part of this Agreement.