

**Riverside County Department of Public Social Services
Contracts Administration Unit
10281 Kidd Street
Riverside, CA 92503**

THIS Agreement is made and entered into by and between the County Of Riverside Department of Public Social Services ("County") and Perris Union High School District ("District"). County and District may be referred to hereafter collectively as "Parties";

County and District agree to data sharing for the purpose of direct verification of school-aged children in Food Stamp (CalFresh) households or California Work Opportunity and Responsibility to Kids (CalWORKS) for free school meals, in accordance with the Child Nutrition and WIC Reauthorization Act of 2004, State Assembly Bill 1385, and California Department of Social Services (CDSS) All County Letter 07-16 in accordance with the attached Terms and Conditions.

NOW THEREFORE, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Authorized Signature for County: <i>Susan von Zabern</i>	Authorized Signature for District:
Printed Name of Person Signing: Susan von Zabern	Printed Name of Person Signing: Nick Newkirk
Title: Director	Title: Director of Purchasing
Address: 4060 County Circle Drive Riverside, CA 92503	Address: 155 E 4 th Street Perris, CA 92570
Date Signed: <i>5-17-17</i>	Date Signed:

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AGREEMENT TERMS AND CONDITIONS

I. OBJECTIVES

The purpose of this agreement is to establish terms and conditions to allow for the sharing of confidential data between the County and the District solely for the purpose of direct verification of school-aged children in Food Stamp (CalFresh) households or California Work Opportunity and Responsibility to Kids (CalWORKS) for free school meals, in accordance with the Child Nutrition and WIC Reauthorization Act of 2004, State Assembly Bill 1385, and California Department of Social Services (CDSS) All County Letter 07-16.

II. RESPECTIVE RESPONSIBILITIES

A. Two times each calendar year, July and September, and as needed in March (optional), District will send County a file containing the following personally identifiable District Student Information as formatted below:

Field Name	Description	Data Format
School_District_Name	Name of School District, do not use abbreviations or numbers	Character
Student_ID	Student ID	Character
Last	Student Last Name	Character
First	Student First Name	Character
Middle	Student Middle Name	Character
DOB	Student Date of Birth	10 Characters in MM/DD/YYYY format
Gender	Student Gender	1 Character, M or F
Address	Student Residence – Street Address	Character (i.e. 2044 Bedford Lane)
City	Student Residence – City	Character
Zip	Student Residence – Zip	Character
Is_Sibling	Used for Sibling Match, if student is a sibling to another student	1 Character, Y or N

July data will cover June of previous year;
 September data will cover July – August of current year;
 March data will cover December – February of current year.

1. Files will be in CSV (comma separated value) format.

2. Files will be named for the school district of origin as specified below, with an underscore (_), and the date of extract, in the format MMDDYYYY. For example records extracted from the Lake Elsinore school district on September 5th 2015 would be in the data set named LakeElsinore_09052015.csv.
 3. Data will be submitted using Exhibit A, "Riverside County DPSS Direct Certification Data Template".
 - a. Keep the format of the template as is; only add student data;
 - b. Keep existing columns in the document; do not add or delete columns;
 - c. Fill-in as many columns as possible; student first name, last name, and DOB must be on the file. If there are more than one middle name, include the first middle name.
 4. Files submitted shall be password protected.
- B. District will provide the County a data file by the 10th business day of the month, by 5:30pm.
- C. Upon receipt of finalized District Student Information described above, the County will compare the District Student Information received against County's records of CALWORKS- and CALFRESH-eligible families and related information and confirm which, if any, of the students identified received CalWORKS and/or CALFRESH benefits, identifying the funding source, during the period identified. The COUNTY will match school district data sets to a file of current CalFresh and/or CalWORKS recipients against the first name, last name and date of birth data fields.
- D. The County will provide a matched file to the District by the 17th business day of the month.
- E. The County will provide a secure FTP site, or other secure method, for the transmission of data.

III. GENERAL

A. USE OF DATA

In District's provision to County of District Student Data, in District's handling of the data to be provided by County hereunder (County Matched Data), in County's handling District Student Data received from District, and in County's provision to District of the County Matched Data, the parties agree:

1. To maintain all data obtained pursuant to this Agreement in a secure computer environment, no less protective than the environment used to secure that party's own data of a similar type and comply with all Federal or State regulations for the handling of data to which each party is bound;
2. To not copy, transmit or use that data except to perform in accordance with this Agreement;
3. To delete the other party's data upon the other party's request that the party do so. The County will delete District data by the end of the calendar month in which the data is received. Any questions or concerns about the data should be relayed by the end of the month;

4. To otherwise use and apply appropriate security measures to protect the confidentiality, integrity and availability of the other party's data;
5. District provision to County of District Student Data as contemplated herein is not a violation of FERPA;
6. Disclosure of Data released under this Agreement for any purpose other for which is obtained is prohibited by law;
7. District Student Data provided by District to County hereunder continues to be the property of District; and
8. County Matched Data provided by County to District continues to be the property of County.

B. EFFECTIVE PERIOD

This Agreement shall be effective upon execution by both parties and continues in effect through June 30, 2021 unless terminated earlier.

C. NOTICES

All notices, claims, correspondence, and/or statements authorized or required by this Agreement, except for notices of breaches to security or data validity, shall be addressed as follows:

DPSS: Department of Public Social Services
Contracts Administration Unit
P.O. Box 7789
Riverside, CA 92513

District: Perris Union High School District
155 E 4th Street
Perris, CA 92570

Correspondence regarding data validity shall be addressed to:

Department of Public Social Services
Research Analysis and Decision Support (RADS)
RADS@RIVCO.ORG

All notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail. Any notices, correspondence, reports and/or statements authorized or required by this Agreement, addressed in any other fashion will not be acceptable.

D. NOTIFICATION AND INVESTIGATION OF BREACHES TO SECURITY

Each Party shall immediately notify the other when it discovers that there may have been a breach in security which has or may have resulted in compromise to confidential data. For purposes of this section, immediately is defined as within two hours of discovery.

The County contact for such notification is as follows:

DPSS Privacy and Security Officer
Riverside County Department of Public Social Services
7894 Mission Grove Parkway, Suite 100
Riverside, CA 92508
(951) 358-6841

The District contact for such notification is as follows:

Shane Pinnell
Assistant Director of Technology
Perris Union High School District
155 E 4th Street
Perris, CA 92570
(951) 943-6369 x80256

E. GOVERNING LAW

This Agreement shall be construed and interpreted according to the laws of the State of California. Any legal action related to the interpretation or performance of this Agreement shall be filed only in the appropriate courts located in the County of Riverside, State of California.

F. MODIFICATION OF TERMS

No addition to or alteration of the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in writing and formally approved and executed by both parties.

G. TERMINATION

This Agreement may be terminated without cause by either party by giving thirty (30) days written notification to the other party.

H. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof, and all prior or contemporaneous Agreements of any kind or nature relating to the same shall be deemed to be merged herein.

