

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES
DIVISION OF FAMILY DEVELOPMENT
AND
THE NEW JERSEY DEPARTMENT OF HEALTH
FAMILY HEALTH SERVICES**

WHEREAS, the New Jersey Department of Human Services, Division of Family Development (DFD) oversees the New Jersey Supplemental Nutrition Assistance Program (NJ SNAP), in accordance with 7 U.S.C. §§ 2011-2036d; 7 C.F.R. §§ 271.1-283.23; and N.J.A.C. 10:87; and

WHEREAS, the New Jersey Department of Health (DoH), Family Health Services supervises and administers federal nutrition programs including the Women Infants and Children (WIC) in accordance with 7 C.F.R. §§246, the Commodity Supplemental Food Program in accordance with 7 C.F.R. §§247.1-247.37, and the Senior Farmers Market Nutrition Program in accordance with 7 C.F.R. §§ 249.1-249.27; and

WHEREAS, opportunities exist for low income New Jersey residents to participate in multiple nutritional assistance programs simultaneously; and

WHEREAS, there is consistently a portion of eligible individuals/families that are not maximizing the available nutritional assistance programs and are not enrolled in programs for which they are eligible; and

WHEREAS, WIC regulation, specifically 7 C.F.R. §246.26, provides that DoH may disclose confidential WIC participant information to public organizations, such as DFD, for use in the administration of their programs that serve persons eligible for the WIC Program in accordance with section 26; and

WHEREAS, DFD and DoH, hereafter referred to as the Parties, seek to identify, understand and conduct program outreach efforts to eligible individuals/families who are not co-enrolled to ensure that these individuals/families are aware of all nutritional assistance program and how to access these programs;

NOW THEREFORE, the Parties agree:

- A. As required by 7 C.F.R. §246.26 the Commissioner of DoH hereby designates DFD to receive information about WIC participants as set forth herein for only the purposes set forth herein.
- B. DoH will notify WIC participants through a notice to WIC participants that the Commissioner of DoH has authorized DFD to receive information about the participant for purposes of identifying individuals eligible for NJ SNAP benefits administered by DFD or other official government programs that DFD administers.
- C. DoH will provide DFD with a monthly file with individual information for WIC participants.

- D. DFD will build and maintain a database of individuals receiving NJ SNAP and the WIC participant information received from the DoH.
- E. DFD will conduct a monthly match of WIC and NJ SNAP recipients to identify the potential participation gap which is defined as individuals receiving benefits under either program and appear likely eligible for but are not currently receiving benefits under the other program .
- F. DFD will use the monthly match data to conduct outreach to WIC participants for possible participation in the NJ SNAP program or other official government programs that DFD administers, which uses are permitted by 7 C.F.R. §246.26(h)(3)(i)(B) as well as outreach to NJ SNAP participants for possible participation in the WIC program.
- G. DFD will provide DoH with real-time NJ SNAP recipient information available to the DoH for the purpose of program participant matching, determining adjunctive eligibility and outreach for a likely eligible WIC non-participant based upon their receipt of NJ SNAP.

I. Shared Data

A. DFD will share the following information:

- | | |
|------------------------------------|-----------------------|
| • Participant Last Name | • Street Address |
| • Participant First Name | • City |
| • Participant Middle Name | • State |
| • Participant Date of Birth | • Zip Code |
| • Race | • Residential Address |
| • Ethnicity | • Street Address |
| • Gender | • City |
| • Citizenship status | • State |
| • Non-citizen registration number, | • Zip Code |
| • Person Indicator | • Language spoken |
| • Person Code | • Program Case Number |
| • Mailing Address | • SNAP Case Status |

B. DoH will share the following information:

- | | |
|--|--------------------------------|
| • Date of File Extract | • Participant Ethnicity |
| • WIC Status: Active/Inactive/Terminated | • Participant Primary Language |
| • Certification start date | • Family ID |
| • Certification end date | • Participant Last Name |
| • Local Agency name | • Participant First Name |
| • WIC Clinic Name | • Participant Middle Name |
| • Participant ID | • Participant Birth date |
| • Participant Gender | • Mailing Address |
| • Participant Race | • Street Address |

- City
- State
- Zip Code
- Resident Address
- Street Address
- City
- State
- Zip Code
- Telephone number
- Email address
- Eligibility Category
- Authorized Representative First Name
- Authorized Representative Last Name
- Authorized Representative DOB

II. Data Retention

The parties will retain data it receives from the other under this Agreement only to the extent required to match the data. Each party agrees that upon termination of the Agreement, it shall securely and permanently destroy all data exchanged under this Agreement in accordance with the New Jersey Statewide Information Security Manual (SISM) requirements for secure Media Sanitization MP-09 which are based upon NIST Special Publication 800-88, rev. 1, Guidelines for Media Sanitization.

Any paper -based documentation used to determine whether the data was matched and any documentation prepared for, provided to, or used to execute the process of matching will be destroyed by shredding, burning or electronic erasure of the information according to proper records retention schedule.

III. Security Procedures

- A. DFD and DoH will comply with the existing and future requirements set forth by the Privacy Act (5 U.S.C. § 552a(o)), FISMA, 44 U.S.C. §§ 3551-3559, related OMB Circulars and memoranda such as Circular A-130, Managing Federal Information as a Strategic Resource (July 28, 2016), and NISI directives, including any amendments published after the effective date of this Agreement. These laws, directives, and regulations include requirements for safeguarding federal information systems and personally identifiable information used in business processes, and related reporting requirements. The parties agree to ensure the security and privacy of their respective information systems is aligned with the administrative, physical and technical controls and objectives, as documented in the SISM, including but not limited to secure Data storage and encryption. The SISM is derived from applicable State and federal laws; industry best practices including, but not limited to National Institute of Standards and Technology (NIST) Cybersecurity Framework for Improving Critical Infrastructure; NIST Special Publication 800-53, the international security and privacy practices aligned with ISO 27001 series, Center for Internet Security (CIS) Top 20 Critical Security Controls; the Cloud Security Alliance, (CSA) Cloud Controls Matrix (CCM); lessons learned; and other New Jersey State Government applicable laws and standards.
- B. DFD and DoH will restrict access to the data matched and to any data created by the match to only those authorized employees, contractors and officials who need it to perform their official duties for the uses of the data authorized in this Agreement.

- C. DFD and DoH agree to maintain all automated matching records in a secured computer environment that includes the use of authorized access codes (passwords or public key infrastructure (PKI) to restrict access.

IV. Incident Reporting

- A. DFD and DoH agree to report and track incidents in accordance with the incident response requirements in the SISIM which is derived from NIST Special Publication 800-53. Upon detection of an incident related to this interconnection, the Party experiencing the incident will promptly notify the other Security Contacts named below:
1. DFD:
 - Chief Information Officer, DFD-OIS
 - Privacy Officer, DFD
 2. DoH:
 - Chief Information Security Officer, HIT
 - Data Privacy Officer, DoH
- B. If either DFD or DoH experiences a loss of PII provided under this Agreement, the Party that experienced the loss incident will also comply with the PII breach reporting and security requirements set forth in the SISIM and notify individuals when required by the NJ Identity Theft Law Breach of Security notification requirements of NJSA 56:8-161.
- C. DFD and DoH agree to notify all the Security Contacts named in this Agreement as soon as possible, but no later than one (1) hour, after the discovery of a breach (or suspected breach) involving PII. The Party that experienced the incident will also be responsible for following its internal established procedures, including:
- Conducting a breach and risk analysis, and making a determination of the need for notice and/or remediation to individuals affected by the loss; and
 - Providing such notice at no cost to the other Party, if the analysis conducted by the Party having experienced the loss incident indicates that individual notice is appropriate.
- D. In the event of any incident arising from or in connection with this Agreement, each Party will be responsible only for costs and/or litigation arising from a breach of the Party's own systems; DFD is not responsible only for costs and litigation associated with breaches to DoH systems.

V. Records Usage and Disclosure

- A. Absent additional statutory authorization, the data obtained for the administration of this agreement, and under this Agreement, will be used to 1) match WIC and SNAP data and 2) as a verification for WIC adjunctive eligibility for the purposes stated under this Agreement and for no other purpose. Unless compelled to do so by law or regulation, DFD and DoH will not use the data derivatively, or re-disclose the data internally or externally, without the written consent of all Parties to this Agreement. Information about "non-matched" individuals will not be used or disclosed by either Party for any purpose outside of this Agreement and shall be destroyed or returned to the respective Party. The parties agree to preserve the confidentiality, integrity and accessibility of data exchanged under this Agreement. The parties agree that any and all data exchanged shall be used expressly and solely for the purpose set forth in this Agreement. The parties shall not share, disclose, distribute, repurpose or share across other applications, environments, or business units any exchanged under this Agreement. The parties agree that the data exchanged under this Agreement is confidential and subject to legal and confidentiality requirements set forth herein. The parties further agrees that data shall not be re-used, shared, disclosed, distributed, transmitted, exchanged or otherwise passed to other 3rd parties except on a case-by-case basis as specifically authorized in writing by the other party.
- B. Data or information exchanged will not be duplicated unless essential to the conduct of the matching program (e.g., should the original file become damaged or for backup contingency purposes) or compelled by law or regulation. All stipulations in this Agreement will apply to any duplication.

VI. Expenses

- A. The Parties agree and acknowledge that DFD offers the matching service described in this agreement without charge, thus this agreement is not a basis for the transfer of funds.
- B. Each Party will be responsible for all other expenses it may incur in connection with the preparation, negotiation, and execution of this Agreement and performance of the activities described in this Agreement, and no party shall be liable to any other party for such expenses.

VII. General Provisions

- A. The laws of the State of New Jersey shall govern this MOA.
- B. The Parties agree to comply with all applicable Federal, State and local laws, rules and regulations (collectively, "laws"), including but not limited to the following: State and local laws relating to licensure; federal and State laws relating to safeguarding of confidential information, the Federal Civil Rights Act of 1964 (as amended); P.L. 1975, Chapter 127, of the State of New Jersey (N.J.S.A. 10:5-31 et seq.) and associated executive orders pertaining to affirmative action and nondiscrimination in public contracts; the Federal Equal Employment Opportunity Act; Section 504 of the Federal Rehabilitation Act of 1973 pertaining to non-discrimination on the basis of handicap, and regulations thereunder; the

Americans With Disabilities Act (ADA), 42 U.S.C. 12101 et seq. Failure to comply with the laws, rules and regulations referenced above shall be grounds for termination for cause.

- C. The Parties agree that they are not relying upon any promises, understanding, warranties, circumstances, conduct, negotiations, expectations, representations, or agreements, oral or written, expressed or implied, other than those expressly set forth herein; that this MOA is a complete integration and constitutes the entire agreement of the Parties with respect to the subject matter hereof; that this entire MOA has been bargained for and negotiated; and the Parties have read, understood and approved this MOA in its entirety.
- D. The Parties agree that electronic communication via email is the preferred method for the exchange of correspondence, deliverables, invoices, etc., for this MOA unless stated otherwise herein.
- E. This Agreement may be executed in counterparts and by any electronic means, each of which shall be deemed an original but all of which together shall constitute the Agreement.
- F. All parties agree to act in good faith to identify any Open Public Records Act (OPRA) (N.J.S.A. 47:1A-1 et seq.) requests related to this MOA or the information and/or data gathered in relation to services provided through this MOA, and to advise the other party of same. Further, both parties agree that any release of said information shall be made only in agreement with both parties. Both parties agree to act expediently and in good faith to advise, negotiate and resolve disputes related to a request pursuant to OPRA.

VIII. Terms and Termination

This Memorandum is effective for five years beginning upon the final signatures of both parties; is renewable for five-year periods of time thereafter; and terminable at any time upon 30 days written notice. Written amendment of this Memorandum is required for all renewals and additional or modified terms, specifically including but not limited to those concerning data composition, parameters and usage.

Notice of termination shall be delivered via email communication. Notice shall be sent to the appropriate contact persons identified in Section IX. below.

IX. Principal Contacts

X. AUTHORIZED SIGNATURES