

REACH-UP HEAD START ANNUAL NOTICE REGARDING PII AND PARENTAL RIGHTS

Effective August 1, 2017

THIS NOTICE DESCRIBES HOW PERSONALLY IDENTIFIABLE INFORMATION ABOUT YOUR CHILD MAY BE USED AND DISCLOSED, AND HOW YOU CAN ACCESS THIS INFORMATION.

PLEASE REVIEW IT CAREFULLY.

By law, Reach-Up Head Start must protect the privacy of your child's Personally Identifiable Information that could be used to identify your child (known as "Personally Identifiable Information" or "PII") includes your child's name, name of child's family member, street address of the child, social security number, or other information that is linked or linkable to the child. Reach-Up Head Start retains PII because your child receives Head Start / Early Head Start services from us and it is a part of each child's record with us. We take our obligation to protect the privacy of your child's PII data very seriously. This notice explains your rights and our legal duties and privacy practices.

We are required to give you a copy of your rights in writing every year, including definitions (which cover descriptions of the types of PII that may be disclosed), to whom we can disclose, and list when we do not need to receive your Consent to disclose PII from your child's record.

Reach-Up Head Start will abide by the terms of this notice. Should our data and child record practices materially change, Reach-Up Head Start reserves the right to change the terms of this notice, and will follow the terms currently in effect. Any new provisions we add will affect all PII we maintain from the time the new provisions go into effect, as well as any PII that we may receive in the future. If we revise our practices substantially, we will provide a revised notice. **Parent will receive the Tennessee Warning with direction to the Reach-Up Head Start Website for a detailed copy of the Annual notice regarding PII and Parental Rights and is post the updated notice on our website at www.reachupinc.org.**

Definitions

Child's Records means records that: (1) are directly related to the child; (2) are maintained by the program, or by a Party acting for the program; and (3) include information recorded in any way, such as print, electronic or digital means, including media, video, image, or audio format.

Confidential means to be kept private with certain specific protections.

Consent means written approval or authorization that is signed and dated. It may include a record and signature in electronic form that: (1) identifies and authenticates a particular person as the source of the electronic Consent; and (2) indicates the same person's approval of the information. Consent can be revoked going forward.

Disclosure means to permit access to or the release, transfer, or other communication of Personally Identifiable Information contained in Child Records by any means, including oral, written, or electronic means, to any Party except the Party identified as the Party that provided or created the record.

Party means an entity or individual.

Parent means person or agency legally authorized to act on behalf of the child, typically mother, father or legal guardian authorized to act in place of the mother or father.

Personally Identifiable Information (PII) means any information that could identify a specific individual, including but not limited to a child's name, name of a child's family member, street address of the child, social security number, or other information that is linked or linkable to the child.

Required Uses and Disclosures of PII

We must use and disclose information contained in Child Records that is PII in a number of ways to carry out our responsibilities. We keep PII in our Child Records. The following list describes the types of uses and Disclosures of PII that federal law requires Reach-Up Head Start to make and allows us to do so **without your Consent**.

- ✓ **Within this organization for Head Start purposes;**
- ✓ **To other organizations for Head Start purposes** (including but not limited to Contractors or Delegates / Sub-Recipients that help us provide services to your child);
- ✓ **In connection with an audit or evaluation of education or child development programs or for enforcement or compliance with federal legal requirements** (such as to the U.S. Department of Health and Human Services that funds our work);
- ✓ **For studies to improve child or family outcomes or quality of services;**
- ✓ **During Disasters or Health / Safety Emergencies to appropriate Parties** (including but not limited to local health departments, police, fire, EMS, etc.);
- ✓ **Pursuant to Court Orders or Subpoenas** (so long as we try to notify you in advance unless (1) a court has ordered that neither the subpoenas, its contents, nor the information provided in response be disclosed; (2) the Disclosure is in compliance with an ex parte court order obtained by the United States Attorney General or his / her delegate concerning investigations or prosecutions of an offense listed in 18 U.S.C. 2332b(g)(5)(B) or an act of domestic or international terrorism as defined in 18 U.S.C. 2331; (3) a Parent is a Party to a court proceeding directly involving child abuse and

neglect or dependency matters, and the order is issued in the context of that proceeding; or (4) if there is legal action between Reach-Up Head Start and a Parent;

- ✓ **For Child and Adult Care Food Program (CACFP) Monitoring** if the results will be reported to an aggregate form that does not identify any individual;
- ✓ **To Foster Care Caseworkers** who have the right to access a case plan for a child who is in foster care placement; and,
- ✓ **To appropriate Parties in cases of suspected or known child maltreatment** (such as Child Protective Services).

Procedure.

- I. Location of PII.** Reach-Up Head Start keeps PII from Child Records in the following places: in our record keeping system Child Plus, in locked paper files in the Reach-Up Head Start main office, in locked paper files in Reach-Up Head Start classrooms.
- II. Need to Know Basis.** All Disclosures of PII from Child Records are on a need to know basis or otherwise “deemed necessary” for the purpose of Disclosure. In other words, at Reach-Up Head Start, we do not disclose PII from Child Records for no reason or any reason. We have specific process that must be followed and it depends on the type of PII that has been requested and by whom. Our process limits the amount of PII disclosed to only that which must be provided, and nothing more.
- III. Annual Notice.** Reach-Up Head Start requires our Head Start / Early Head Start program to annually notify Parents of their rights in writing described in this procedure, key definitions, and exceptions for when Parental Consent is not needed. Reach-Up Head Start uses the Tennessen Warning (sample attached) and we provide it to Parents during the intake process.
- IV. Process.** When someone requests to see a copy of a child record – whether it is a federal reviewer, an auditor, an official from the state, a Parent or someone else – we follow our process. We never just give out information about children in our program without following our process.
 - a. First, whoever receives the request for the information shall document receipt of the request in Events Notes in Child Plus and upload the written request into attachments on Child Plus. The original form is then placed in the Child’s office file. If more than one Child is part of the request, a copy will be placed in all Children’s files and the original will go into youngest Child’s file.
 - b. Next, the persons who received the request sends it to the Family Engagement Coordinator or Mental Health Specialist to review it and make sure it is a valid request. If the Family Engagement Coordinator or Mental Health Specialist is unsure, s/he shall contact Executive Director for final decision.

- c. Additionally, if the request comes to us through a subpoena or court order, Family Engagement Coordinator or Mental Health Specialist shall send subpoenas or requests pursuant to a court order to local counsel for confirmation prior to approving any such request.
- d. Once the Family Engagement Coordinator or Mental Health Specialist has determined the validity of the request, s/he shall also determine which of the types of PII Disclosures the request falls under (see Section V below for Types of PII Disclosures).
- e. Once the type of PII Disclosure has been determined, if the type requires a written Consent, the Consent shall be obtained if Reach-Up Head Start does not already have it on file.
- f. If instead, the type requires only a written notice to be provided to the child's Parent with an opportunity for him/her to refuse, Reach-Up Head Start shall provide notice of the Disclosure to the child's Parent.
- g. Reach-Up Head Start shall keep a record of Disclosures of PII from Child Records by documenting in the Child Record the date, the name of the person or third Party entity to which the PII is disclosed, and which PII is disclosed. This record does not need to be kept for Disclosures made within Reach-Up Head Start. This record shall, in effect, become a "log" for Disclosures for each Child Record.
- h. A copy of the request itself shall also be maintained by Reach-Up Head Start in the child's attachments on Child Plus or in the Main Office file.

V. Types of PII Disclosures. Disclosures of PII can be made to Parents (as defined above) who have legal authority. Additionally, for Disclosures to third Parties, there are 3 main types of Disclosures of PII for Head Start/Early Head Start that Reach-Up Head Start can make. The first is Disclosure Without Parental Consent (Section VI below). The second is Disclosure Requiring Parental Consent (Section VII below). The third is Disclosure Requiring Parental Notification/Opportunity to Refuse, (which does not require Consent)(Section VIII below). Each type of Disclosure has a different process set forth below, and we have different rules to follow for each one.

VI. Disclosure Without Parental Consent. Reach-Up Head Start must disclose PII from Child Records without Parental Consent to the following Parties, with the following limitations:

- a. **Within this organization for Head Start purposes.** To officials within if Reach-Up Head Start determines it is *necessary for Head Start services*, and Reach-Up Head Start maintains oversight with respect to the use, further Disclosure, and maintenance of Child Records;

- b. **To Contractors for Head Start purposes.** To officials acting for Reach-Up Head Start, such as contractors, if the official provides services for which Reach-Up Head Start would otherwise use employees, Reach-Up Head Start determines it is *necessary for Head Start services*, and Reach-Up Head Start maintains oversight with respect to the use, further Disclosure, and maintenance of Child Records, such as through a written agreement;
- c. **In connection with an audit or evaluation of education or child development programs or for enforcement or compliance with federal legal requirements.** To officials within Reach-Up Head Start, acting for Reach-Up Head Start, or from a federal or state entity, in connection with *an audit or evaluation of education or child development programs, or for enforcement of or compliance with federal legal requirements* of Reach-Up Head Start provided Reach-Up Head Start maintains oversight with respect to the use, further Disclosure, and maintenance of child records, such as through a written agreement, including the destruction of the PII when no longer needed for the purpose of the Disclosure, except when the Disclosure is specifically authorized by federal law or by the responsible HHS official;
- d. **For studies to improve child or family outcomes or quality of services.** To officials within Reach-Up Head Start, acting for Reach-Up Head Start, or from a federal or state entity, to *conduct a study to improve child and family outcomes, including improving the quality of programs*, for, or on behalf of, Reach-Up Head Start, provided Reach-Up Head Start maintains oversight with respect to the use, further Disclosure, and maintenance of Child Records, such as through a written agreement, including the destruction of the PII when no longer needed for the purpose of the Disclosure;
- e. **During Disasters or Health/Safety Emergencies.** To appropriate Parties (such as local health departments, police, fire, EMS, etc.) to address a *disaster, health or safety emergency during the period of the emergency, or a serious health and safety risk* such as a serious food allergy, if Reach-Up Head Start determines that disclosing the PII from Child Records is necessary to protect the health or safety of children or other persons;
- f. **Pursuant to Court Orders or Subpoenas.** To comply with a *judicial order or lawfully issued subpoena*, provided Reach-Up Head Start makes a reasonable effort to notify the Parent about all such subpoenas and court orders in advance, unless:
 - i. A court has ordered that neither the subpoena, its contents, nor the information provided in response be disclosed;
 - ii. The Disclosure is in compliance with an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 U.S.C. 2332b(g)(5)(B) or an act of domestic or international terrorism as defined in 18 U.S.C. 2331.
 - iii. A Parent is a Party to a court proceeding directly involving child abuse and neglect (as defined in section 3 of the Child Abuse Prevention and Treatment

Act (42 U.S.C. 5101)) or dependency matters, and the order is issued in the context of that proceeding, additional notice to the Parent by the program is not required; or,

- iv. Reach-Up Head Start initiates legal action against a Parent or a Parent initiates legal action against Reach-Up Head Start, then Reach-Up Head Start may disclose to the court, also without a court order or subpoena, the Child Records relevant for Reach-Up Head Start to act as plaintiff or defendant.

- g. **CACFP Monitoring.** To the Secretary of Agriculture or an authorized representative from the Food and Nutrition Service to conduct program monitoring, evaluations, and performance measurements for the Child and Adult Care Food Program under the Richard B. Russell National School Lunch Act or the Child Nutrition Act of 1966, *if the results will be reported in an aggregate form* that does not identify any individual: provided, that any data collected must be protected in a manner that will not permit the personal identification of students and their Parents by other than the authorized representatives of the Secretary of Agriculture and any PII must be destroyed when the data are no longer needed for program monitoring, evaluations, and performance measurements;

- h. **Foster Care Caseworkers.** To a caseworker or other representative from a state, local, or tribal child welfare agency, *who has the right to access a case plan for a child who is in foster care placement*, when such agency is legally responsible for the child's care and protection, under state or tribal law, if the agency agrees in writing to protect PII, to use information from the child's case plan for specific purposes intended of addressing the child's needs, and to destroy information that is no longer needed for those purposes; and,

- i. **Suspected or Known Child Maltreatment.** To appropriate Parties such as Child Protective Services to *address suspected or known child maltreatment* and is consistent with applicable federal, state, local, and tribal laws on reporting child abuse and neglect.

- j. In any instances that fall within the specific guidelines set forth in this Section VI(a) through (i), if Reach Up Head Start's Director or his/her designee, the Human Resources Coordinator, Family Engagement Coordinator or Mental Health Specialist, determines the request is valid, s/he shall ensure that copies of the requested PII are delivered to the requesting Party through either a hand-to-hand transaction, first class mail, a courier, or other reliable method.

- k. Notwithstanding the steps above, Reach-Up Head Start retains the right to determine that such Disclosure is not in the best interest of the child and may choose to keep the requested PII confidential, so long as the nondisclosure is lawful.

- l. Parental Right to Copy of Record.** Reach-Up Head Start must, upon Parental request, provide a child's parent, free of charge, an initial copy of Child Records disclosed to third Parties, unless the Disclosure was for a court that ordered neither the subpoena, its contents, nor the information furnished in response be disclosed.
- m. Written agreements.** When Reach-Up Head Start establishes a written agreement with a third Party involving PII, such as a Subrecipient (Delegate) or Contractor (under VI(b) above), Auditor or Program Evaluator (under VI(c) above, or Researcher (under VI(d) above), Reach-Up Head Start will annually review the agreement and update it if necessary.

 - a. All agreements that involve the Disclosure of PII will include that if the third Party violates the agreement, then Reach-Up Head Start may either provide the third Party an opportunity to self-correct within 10 days; or prohibit the third Party from access to records until the issue is corrected or the contract is terminated at Reach-Up Head Start's sole discretion.
- n. Parental Right to Inspect Written Agreements that Involve the Disclosure of PII.** If a Parent requests, Reach-Up Head Start shall allow him/her to come on-site and review a written agreement with a third Party that involves Disclosure of their child's PII. Any such review must happen on-site and this right only allows the Parent to review the agreement, but not take any photos of it or make, or have copies made of the agreement. Prior to any such Parental review of an agreement, Reach-Up Head Start shall redact any parts of the agreement that contain business terms, Confidential information, or other trade secrets and shall work with Reach-Up Head Start's local counsel to do so, if need be.

VII. Disclosure Requiring Only Parental Notice/Opportunity to Refuse. Under the Head Start regulations, this type of Disclosure does *not* require Parental Consent. Reach-Up Head Start requires written consent from the Parent for any information released

- a. To do so Reach-Up Head Start shall notify a Parent about the disclosure by requesting a release from to be signed at which time the parent can refuse to complete the form or indicate on the release in writing either electronically (text/email) or in person within 5 business days
- b. Reach-Up Head Start shall provide the Parent *prior to any PII Disclosure to the other Party*, upon the Parent's request, a copy of the PII from Child Records to be disclosed, and give the Parent an opportunity to challenge and refuse Disclosure of the information in the records, before the program forwards the records to the other Party.
- c. If an entity or a Parent requests that PII be disclosed for enrollment or transfer purposes, Reach-Up Head Start shall provide the Parent a Notice of PII Disclosure for Enrollment or Transfer Form (sample attached) with the accompanying Parental Refusal of PII Disclosure to Program or School Form(sample attached).

- d. The Notice of PII Disclosure for Enrollment or Transfer Form allows the child's Parent to refuse the Disclosure by following the steps in the Form and completing and returning the Parental Refusal of PII Disclosure to Program or School Form.
- e. If the Parent does not follow the steps within the timeframe set forth in the Notice of PII Disclosure for Enrollment or Transfer Form to refuse Disclosure, Reach-Up Head Start's Director or his/her designee, the Family Engagement Coordinator or Mental Health Specialist shall make a determination that the request for Disclosure is legitimate and will ensure that copies of the requested PII are delivered to the requesting program, school, or school district through either a hand-to-hand transaction, first class mail, a courier, or other reliable method.
- f. Notwithstanding the steps above, Reach-Up Head Start retains the right to determine that such Disclosure is not in the best interest of the child and may choose to keep the requested PII confidential, so long as the nondisclosure is lawful.

VIII. Disclosure Requiring Parental Consent. All Disclosures of PII from Child Records that *do not fall in one of the other categories above* (in Sections VI or VII) require written Parental Consent before Reach-Up Head Start can disclose any data.

- a. Reach-Up Head Start uses the PII Disclosure Authorization Form (sample attached) to document written Consent from a Parent. This Form: (a) specifies which Child Records may be disclosed, (b) explains why the records will be disclosed, and (c) identifies the Party/Parties to whom the records may be disclosed.
- b. The written Consent must be signed and dated, as per the definition of Consent above. If it is not, a representative from Reach-Up Head Start must contact the Parent to get the Form signed and dated prior to any PII Disclosure.
- c. While the PII Disclosure Authorization Form includes an explanation that giving Consent is voluntary by the Parent and may be revoked at any time, Reach-Up Head Start's representative giving the Form to the Parent should also explain this point to them.
- d. If a Parent revokes Consent, revocation is not retroactive. Therefore, it does not apply to any action that occurred before the Consent was revoked.
- e. Upon receipt of the completed PII Disclosure Authorization Form, Reach-Up Head Start's Director or his/her designee, the Family Engagement Coordinator or Mental Health Specialist, shall make a determination that the request for Disclosure is legitimate and will ensure that copies of the requested PII are delivered to the appropriate third through either a hand-to-hand transaction, first class mail, a courier, or other reliable method.
- f. Notwithstanding the steps above, Reach-Up Head Start retains the right to determine that such Disclosure is not in the best interest of the child and may choose to keep the requested PII confidential, so long as the nondisclosure is lawful. In such instances,

Reach-Up Head Start shall explain the issue to the Parent/legal guardian to help determine next steps.

- g. **Parental Right to Copy of Record.** Reach-Up Head Start must provide a child's Parent, free of charge, an initial copy of Child Records disclosed to third Parties with Parental Consent.

IX. Children Referred to or Receiving IDEA Services for Disabilities¹

- a. Reach-Up Head Start will follow the confidentiality provisions of IDEA Parts B and C (located at 34 CFR Parts 300 and 303) for any children that we serve that are referred to or receiving IDEA services. At any time or in any instance that those provisions are stricter than what Head Start/EHS requires, we will follow those stricter IDEA provisions.

X. Parental Rights to Inspect Child Records.

- a. A Parent has the right to inspect Child Records.
- b. If the Parent requests to inspect his/her Child Records, Reach-Up Head Start shall ensure that the Parent gets an opportunity to come on-site to review the Child Records available within **with in 10 bussiness days**. Reach-Up Head Start shall not allow Parents to take originals of their Child Records off-site, only copies.
- c. If some of the child's record is in a document that contains information on more than one child, Reach-Up Head Start will ensure that the Parent only inspects information that pertains to the Parent's child. Specifically, the Family Engagement Coordinator or Mental Health Specialist will review the requested child file prior to the Parent and will redact the copy of the file to be made available to the Parent.
- d. Additionally, Reach-Up Head Start will not destroy a child record if there is an outstanding request to inspect and review the record under this section.

XI. Parental Right to Ask to Amend the Child Record/Hearing.

a. Right to Ask to Amend.

- 1. A Parent has the right to ask Reach-Up Head Start to amend information in the child record that the Parent believes is inaccurate, misleading, or violates the child's privacy.

¹ See Usage Note 4.

2. Reach-Up Head Start must consider the Parent's request within 10 Business days. Reach-Up Head Start Director, Family Engagement Coordinator or Mental Health Specialist is in charge of reviewing requests to amend Child Records.
3. If Reach-Up Head Start Director, Family Engagement Coordinator or Mental Health Specialist finds the Parent's request to be reasonable, Reach-Up Head Start Director, Family Engagement Coordinator or Mental Health Specialist will notate an amendment to the child file that includes the date of the amendment, the content of the amendment, why the change is being made, and the name of the person making the amendment to the file. Any amendment to the child file of this kind will not erase the contents of the prior record, but will instead show where, what, and why changes are being made.
4. If, however, the Parent's request is denied by Reach-Up Head Start, Reach-Up Head Start shall render a written decision to the Parent within 10 business **days** that informs the Parent of the right to a hearing.

b. Hearing.

1. If the Parent requests a hearing to challenge information in the child record, Reach-Up Head Start will schedule a hearing within 30 Calendar days, notify the Parent, in advance, about the hearing.
2. **Person Conducting the Hearing.** The person who conducts the hearing may not have a direct interest in its outcome. As a result, Reach-Up Head Start will not allow the person who made the initial notation in the file, or the decision not to amend the file as per the Parent's wishes, to lead the hearing.
3. **Content of Hearing.** The hearing shall include a full and fair opportunity for the Parent to present evidence relevant to the issues.
4. **Outcome of Hearing.**
 - i. If the person conducting the hearing program determines from evidence presented at the hearing that the information in the Child Records is inaccurate, misleading, or violates the child's privacy, s/he will direct Reach-Up Head Start to amend the information and notify the Parent in writing.
 - ii. If instead, the person conducting the hearing determines from evidence presented at the hearing that information in the Child Records is accurate, does not mislead, or otherwise does not violate the child's privacy, s/he will inform the Parent of the right to place a statement in the Child Records that

either comments on the contested information or that states why the Parent disagrees with the program's decision, or both.

5. **Parental Statement in Record.** If a Parent places a statement in the child record, Reach-Up Head Start will maintain the statement with the contested part of the child record for as long as we maintain the record and we will disclose the statement whenever we disclose the portion of the child record to which the statement relates.

XII. Maintaining Records

Consistent with our "Need to Know" basis above (Section II), Reach-Up Head Start maintains Child Records in a manner that ensures only Parents, and officials within Reach-Up Head Start] or acting on behalf of Reach-Up Head Start have access to Child Records. Accordingly, we keep any paper records containing PII of children under lock and key and any on-line records containing child PII are password protected. All Child Records are kept for 5 years after a child's last enrolled program year.

Data Security

- i. At ChildPlus, we see data security as the foundation for protecting PII and we ensure that the data collected by our customers from families participating in their programs is secure using:
- ii. **SSL Encryption** – ChildPlus uses the Secure Socket Layer protocol (SSL) to encrypt all communication of customer data between our customers and our data center. All exchanges of data with our data center are encrypted with 128-bit SSL Encryption to ensure the confidentiality and integrity of data in motion.
- iii. Additionally, all portable media, including backup-up media, containing PII are encrypted to protect data at rest.
- iv. **Firewall** – ChildPlus uses firewall technology to protect all servers and databases from unauthorized access. All critical systems are monitored 24 hours a day, 7 days a week.
- v. **State of the Art Data Center** – All PII maintained by ChildPlus is stored on servers located within a Rackspace Hosting data center and managed by Rackspace Hosting. Physical access to our servers is controlled by keycard protocols, biometric scanning protocols and round-the-clock interior and exterior surveillance.
- vi. **Password and ID Protections** – ChildPlus provides their customers with access controls via login authentication. Customers assign unique user names and passwords to authorized personnel and the login process regulates who can gain access and limits the scope of their

access. Customers control when access is granted or terminated and what data can be accessed by each employee of the customer.

- vii. As explained above in Section IV(g), we maintain, with the Child Records, for as long as the records are maintained, information on all individuals, agencies, or organizations to whom a Disclosure of PII from the Child Records was made, and why the Disclosure was made. (This does not apply to Disclosures made to program officials within our agency and Parents.)
 - viii. As explained above in Section XI(b)(5), if a Parent places a statement in the child record, we maintain the statement with the contested part of the child record for as long as we maintain the record and we will disclose the statement whenever we disclose the portion of the child record to which the statement relates.
- a. Reach-Up Head Start follows our Record Retention Policy for how long we keep records, and we destroy Child Records within a reasonable timeframe after such records are no longer needed or required to be maintained. For more information on how long we keep records, please see Reach-Up Head Start Administrative Manual.