

**Procedure Title:**      **Sharing of Data and Protections for the Privacy of Child Records in Head Start/Early Head Start**

**Date:**                      **August 1, 2017**

**Pursuant To:**            **Section 641A(b)(4) of the amended Head Start Act;  
45 C.F.R. §§1303.20-1303.24**

**Approved by Policy Council on 9/21/2017**

**Approved by Board on [INSERT DATE]**

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### **Purpose of Procedure.**

This procedure is intended to ensure that NeighborImpact Head Start maintains the privacy and confidentiality of records concerning children in our [Head Start/Early Head Start] program. It also sets forth the steps NeighborImpact Head Start will follow to ensure Parental access to Child Records and Personally Identifiable Information (PII), as defined below. It is a part of NeighborImpact Head Start's larger program-wide, coordinated approach to ensuring the management of program data to effectively support the availability, usability, integrity, and security of data as per 45 C.F.R. §1302.101(b)(4).

### **Definitions.**

**Child Records** means records that: (1) are directly related to the child; (2) are maintained by NeighborImpact Head Start, or by a Party acting for NeighborImpact Head Start; 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 and exceptions.

**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 such t 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 (but excluding NeighborImpact officials and parents).

**Parent** means a person or agency legally authorized to act on behalf of the child, typically the 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.

**Procedure.**

- I. Location of PII. NeighborImpact Head Start stores PII from Child Records in the following places: NeighborImpact Intranet, ChildPlus, Teaching Strategies Gold, in locked file cabinets in the ERSEA Coordinator's office and in the Health Manager's office; in locked teachers' offices located in classrooms; in enrollment files kept in a locked cabinet or locked brief case, with locked labeled medications for children.
- II. Need to Know Basis. All Disclosures of PII from Child Records shall be consistent with this policy and are on a need to know basis or otherwise "deemed necessary" for the purpose of Disclosure. In other words, at NeighborImpact Head Start, we do not disclose PII from Child Records for no reason or any reason. We have a 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. NeighborImpact Head Start requires our Head Start/EHS program to annually notify Parents in writing of their rights described in this procedure, key definitions, and exceptions for when Parental Consent is not needed. NeighborImpact Head Start uses the Annual Notice Regarding PII and Parental Rights which is provided to Parents upon acceptance into the Head Start/EHS at the enrollment visit and annually in the Parent Handbook.
- 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 this process:
  - a. First, whoever receives the request for a Child Record shall document receipt of the request in ChildPlus under the corresponding tab. Health requests will be noted in the Health tab, education requests will be noted in the Education tab, parent requests will be in the Family Services tab, and State Health & Welfare requests will be noted under the Family Services tab. The staff who receives the request will document the action in ChildPlus.
  - b. Next, the person who received the request shall send it to the corresponding Manager - Education, Disabilities, Education, Family Services, or Health to review it and make sure it is a valid request. If the manager is unsure, s/he shall contact the Head Start Director who may contact NeighborImpact's attorney.
  - c. Additionally, if the request comes to us through a subpoena or court order, the Head Start Director may send subpoenas or requests pursuant to a court order to local counsel for review prior to approving any such request.

- d. Once the corresponding Manager or Head Start Director has determined the validity of the request, s/he shall also determine which of the types of PII Disclosures (if any) 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 NeighborImpact Head Start does not already have one on file.
- f. For as long as the records are maintained, NeighborImpact Head Start shall keep a record of Disclosures of PII from Child Records by documenting in the Child Record the date of disclosure, the name of the person(s) or third Party entity(ies) to which the PII was disclosed, which PII was disclosed, and why the disclosure was made. This record does not need to be kept for Disclosures made to NeighborImpact officials and parents. This record shall, in effect, become a “log” for Disclosures for each Child Record.
- g. A copy of the request itself shall also be maintained by NeighborImpact Head Start in ChildPlus.
- h. NeighborImpact reserves the right to modify this policy from time to time, as it deems necessary and appropriate.

**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 three main types of Disclosures of PII for Head Start/Early Head Start that NeighborImpact Head Start can make. The first is Disclosure Without Parental Consent (Section VI below). The second is Disclosure Requiring Parental Notification/Opportunity to Refuse (which does not require Consent) (Section VII below). The third is Disclosure Requiring Parental Consent (Section VIII below). Each type of Disclosure has a different process as set forth below, and we have different rules to follow for each one.

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

- a. Within NeighborImpact for Head Start purposes. To officials within NeighborImpact Head Start if NeighborImpact Head Start determines it is *necessary for Head Start services*, and NeighborImpact Head Start maintains oversight with respect to the use, further Disclosure, and maintenance of Child Records;
- b. To Contractors or Delegates/Sub-Recipients for Head Start purposes. To officials acting for NeighborImpact Head Start, such as contractors and delegates/sub-recipients, if the official provides services for which NeighborImpact Head Start would otherwise use employees, NeighborImpact Head Start determines it is *necessary for Head Start services*, and NeighborImpact 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 NeighborImpact Head Start, acting for NeighborImpact 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 NeighborImpact Head Start; provided NeighborImpact 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 NeighborImpact Head Start, acting for NeighborImpact 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, NeighborImpact Head Start, provided NeighborImpact 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 NeighborImpact 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 NeighborImpact 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 NeighborImpact is not required; or,

- iv. NeighborImpact Head Start initiates legal action against a Parent or a Parent initiates legal action against NeighborImpact Head Start, then NeighborImpact Head Start may disclose to the court, also without a court order or subpoena, the Child Records relevant for NeighborImpact 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 NeighborImpact's Head Start Director or his/her designee 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, NeighborImpact 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 and not disclose it, so long as the nondisclosure is lawful.
  
- l. Parental Right to Copy of Record. NeighborImpact Head Start shall, 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 to be disclosed.

- m. Written agreements. When NeighborImpact Head Start establishes a written agreement with a third Party involving PII, such as a Sub recipient (Delegate) or Contractor (under VI(b) above), Auditor or Program Evaluator (under VI(c) above, or Researcher (under VI(d) above), NeighborImpact Head Start will annually review the agreement and update it if necessary. If the third party violates the agreement, NeighborImpact may provide the third party an opportunity to self-correct or prohibit the third party from access to Child Records for \_\_\_ [insert set-time period] or such period of time as may be established by NeighborImpact's Policy Council and Board of Directors.
- n. Parental Right to Inspect Written Agreements that Involve the Disclosure of PII. If a Parent requests, NeighborImpact 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, NeighborImpact Head Start shall redact any parts of the agreement that contain business terms, Confidential information, or other trade secrets and shall work with NeighborImpact 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.

- a. Subject to the requirements of Section VII, NeighborImpact Head Start can disclose PII from Child Records without Parental Consent to officials at a program, school or school district in which the child seeks or intends to enroll or where the child is already enrolled as long as the Disclosure is related to the child's enrollment or transfer.
- b. NeighborImpact Head Start shall notify the Parent about the Disclosure in writing three business days prior to disclosing the PII.
- c. NeighborImpact 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 the Parent shall thereafter have five business days to challenge and refuse the Disclosure of the information in the Child Records.
- d. If an entity or a Parent requests that PII be disclosed for enrollment or transfer purposes, NeighborImpact Head Start shall provide the Parent a Notice of PII Disclosure for Enrollment or Transfer Form with the accompanying Parental Refusal of PII Disclosure to Program or School Form.
- e. 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 timely returning the Parental Refusal of PII Disclosure to Program or School Form.

- f. 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, NeighborImpact Head Start's Director or his/her designee 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.
- g. Notwithstanding the steps above, NeighborImpact 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 and not disclose it, 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 NeighborImpact Head Start can disclose any PII from Child Records.

- a. NeighborImpact Head Start uses the PII Disclosure Authorization Form 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 or class of 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 NeighborImpact Head Start will contact the Parent to get the Form signed and dated prior to any PII Disclosure.
- c. The granting of consent by the Parent is voluntary and may be revoked at any time. While the PII Disclosure Authorization Form includes an explanation that giving Consent is voluntary by the Parent and may be revoked at any time, NeighborImpact Head Start's representative giving the Form to the Parent should also explain this point to them.
- d. If a Parent revokes Consent, the revocation is not retroactive and 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, NeighborImpact Head Start's Head Start Director or his/her designee 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, NeighborImpact 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 and not disclose it, so long as the nondisclosure is lawful. In such instances, NeighborImpact Head Start shall explain the issue to the Parent/legal guardian to help determine next steps.

- g. Parental Right to Copy of Record. NeighborImpact Head Start shall 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 Disabilities**

- a. NeighborImpact 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, NeighborImpact 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, NeighborImpact Head Start shall make the Child Records available to the Parent for inspection through an on-site review within a reasonable period of time but in no event later than 45 days after receipt of the request. NeighborImpact Head Start shall not allow Parents to take originals of their Child Records off-site, only copies.
- c. If some of the Child Record is in a document that contain information on more than one child, NeighborImpact Head Start will ensure that the Parent only inspects information that pertains to the Parent's child. Specifically, the Family Services Manager will review the requested Child Records prior to the Parent's inspection and will redact the copy of the records to be made available to the Parent.
- d. Additionally, NeighborImpact 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 NeighborImpact Head Start to amend information in their Child Record that the Parent believes is inaccurate, misleading, or violates the child's privacy.
  - 2. NeighborImpact Head Start shall consider the Parent's request within 45 days of receipt. The Family Services Manager is in charge of reviewing requests to amend Child Records.
  - 3. If the Family Services Manager/or Head Start Director finds the Parent's request to be reasonable, the Family Services Manager will notate an amendment to the Child



Records 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 record. Any amendment to the Child Records 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 to amend is denied, NeighborImpact Head Start shall render a written decision to the Parent within 45 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, NeighborImpact Head Start will schedule a hearing within 45 days and notify the Parent, in advance, about the hearing.
2. Person Conducting the Hearing. NeighborImpact's Executive Director shall designate the person to conduct the hearing and finally decide the matter. The person who conducts the hearing may not have a direct interest in its outcome. As a result, NeighborImpact 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 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 NeighborImpact 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 deny the requested amendment and 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 Records, NeighborImpact Head Start will maintain the statement with the contested part of the Child Records for as long as it maintains the record and will disclose the

statement whenever it disclose the portion of the Child Records to which the statement relates.

**XII. Maintaining Records.** Consistent with our “Need to Know” basis above (Section II), NeighborImpact Head Start maintains Child Records in a manner that ensures only Parents, and officials within NeighborImpact Head Start or acting on behalf of NeighborImpact 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.

- a. As explained above in Section IV(g), NeighborImpact will maintain 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 (except NeighborImpact officials and Parents), and why the Disclosure was made.
- b. As explained above in Section XI(b)(5), if a Parent places a statement in the Child Records, we maintain the statement with the contested part of the Child Records for as long as we maintain the record and we will disclose the statement whenever we disclose the portion of the Child Records to which the statement relates.
- a. NeighborImpact 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 NeighborImpact Documentation Retention Policy.

# 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, NeighborImpact Head Start must protect the privacy of your child's Personally Identifiable Information. Information that could be used to identify your child (known as "Personally Identifiable Information" or "PII") includes your 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. NeighborImpact 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 your child's PII, and identify when we do not need to receive your Consent to disclose PII from your child's record.

NeighborImpact Head Start will abide by the terms of this notice. NeighborImpact Head Start reserves the right to change the terms of this notice and its policies concerning PII, and will follow the terms and policies 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 delivered to you at child pick-up and will update the notice on our NeighborImpact website.

## **Definitions**

**Child Records** means records that: (1) are directly related to the child; (2) are maintained by NeighborImpact, or by a Party acting for NeighborImpact; 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 and exceptions.

**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 such 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 (but excluding NeighborImpact officials and parents).

**Parent** means a person or agency legally authorized to act on behalf of the child, typically the 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 a summary of the types of uses and Disclosures of PII that federal law requires NeighborImpact Head Start to make and allows us to do so without your Consent:

- ✓ Within NeighborImpact as necessary for Head Start services;
- ✓ To officials acting for NeighborImpact Head Start (including but not limited to Contractors or Delegates/Sub-Recipients that help us provide services to your child) as necessary for Head Start services;
- ✓ 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 subpoena, 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 designee 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 NeighborImpact Head Start and a Parent);
- ✓ For Child and Adult Care Food Program (CACFP) monitoring if the results will be reported in 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).

NeighborImpact Head Start also uses and shares your child's PII when requested by you or when otherwise required by law.

#### Other Permitted Uses and Disclosures

1) NeighborImpact Head Start may use and share PII in certain limited instances, without your Consent, but with prior notification to you and with an opportunity for you to refuse disclosure.. We can disclose PII from your Child Records to officials at a program, school or school district in which the child seeks to enroll or where the child is already enrolled where the Disclosure is related to the child's enrollment or transfer. .

- ✓ To do so, NeighborImpact Head Start will notify a Parent in advance about the intended Disclosure.
- ✓ The Parent will have the opportunity to request a copy of the PII from the Child Records to be disclosed and to challenge and refuse Disclosure of the information in the Child Records, before we forward the records to the other Party.
- ✓ If an entity or a Parent requests that PII be disclosed for enrollment or transfer purposes, you will receive a Notice of PII Disclosure for Enrollment or Transfer Form.
- ✓ The Notice of PII Disclosure for Enrollment or Transfer Form allows the Parent to challenge and refuse the Disclosure by following the steps in the Form and timely completing and returning the Parental Refusal of PII Disclosure to Program or School Form.
- ✓ If you do nothing or do not follow the steps within the timeframe set forth in the Notice of PII Disclosure for Enrollment or Transfer Form to challenge or refuse the Disclosure, NeighborImpact Head Start will go ahead as planned and send copies of the requested PII to the requesting program, school, or school district to further the child's program and ensure continuity through data.

2) Except as described above, NeighborImpact Head Start will not use or disclose your child's PII without your written Consent. You may give us written Consent to use or disclose your child's PII in his/her Child Records to anyone for any purpose that you choose. You may revoke your authorized Consent so long as you do so in writing; however, NeighborImpact Head Start will not be able to get back any PII we have already used or shared based on your prior permission.

#### Parental Rights

You have the right to:

- ✓ Ask to inspect on site your Child's Record containing PII that NeighborImpact Head Start maintains. NeighborImpact Head Start will create an opportunity for you to inspect your Child's Record on-site within 45 days of your request. You *do not* have the right to remove the original record from on-site nor to take any parts of the original record with you.
- ✓ Ask for a copy of Child Records disclosed to third Parties with Parental Consent, free of charge.

- ✓ Ask NeighborImpact Head Start to amend information in your Child's Record if you believe that it is inaccurate, misleading, or violates your child's privacy. You must ask for this by in writing, along with a reason for your request. NeighborImpact Head Start will review your request and decide on it within 45 days. If NeighborImpact Head Start denies your request to amend your PII, we will issue you a written statement explaining why and explain your right to a hearing.
- ✓ Ask for an internal hearing if your request to amend the Child Record is denied. If the issue is not decided in your favor at the hearing, you have the right to place a statement in the Child Record that either comments on the contested information or that states why the Parent disagrees with NeighborImpact's decision, or both.
- ✓ Ask to inspect written agreements involving Disclosure of PII. If a Parent requests, you can come on-site and review a redacted written agreement with a third Party that involves Disclosure of their child's PII. This right does not allow you to take any photos of it or make, or have copies made of the agreement.

### Complaints or Questions

If you believe that your child's privacy rights may have been violated or if you have questions, please let us know as soon as possible. Complaints should be directed to: Head Start Director, 2303 SW First Street Redmond, OR 97756; [kimb@neighborimpact.org](mailto:kimb@neighborimpact.org). Filing a complaint or exercising your rights will not affect the care or services your child receives from NeighborImpact Head Start.

## NOTICE OF PII DISCLOSURE FOR ENROLLMENT/TRANSFER

Dear Parent:

Under federal Head Start law, NeighborImpact can disclose Personally Identifiable Information (“PII”) from Child Records if the information relates to a child’s enrollment or transfer to officials at a program, school, or school district in which the child seeks or intends to enroll or where the child is already enrolled. (PII means any information that could identify your child, including but not limited to the 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.)

This letter to you is our notification that we intend to provide PII from your child’s Head Start/Early Head Start records to **[Insert Program, School, or School District Name]** on **[insert Date]** to help with your child’s enrollment or transfer. The information that we intend to include consists of the following:

- **[Insert list of types of data here.]**

Before we provide **[Insert Program, School, or School District Name]** with PII from your child’s Head Start/Early Head Start record, if you would like to review a copy of your child’s record, please contact **[insert Person’s Name]** at **[insert phone number]** by **[Insert date that gives enough time for them to review it and refuse Disclosure prior to the date that the PII is to be disclosed to the other Party]**. Alternatively, if you would like a copy of your child’s record, please contact us by **[Insert date that gives your program enough time to copy the Child Record and enough time for the Parent to pick it up and review it and refuse Disclosure prior to the date that the PII is to be disclosed to the other Party]**.

If, upon review of your child’s record, you do not want NeighborImpact to disclose your child’s PII to **[Insert Name of Program, School, or School District]**, please complete and return to **[Insert Person’s Name]** the attached Parental Refusal for PII Disclosure to Program or School Form as soon as possible, but in no event later than **[Insert Date]**.

- ✓ If we receive your completed form prior to that date, we will not disclose your Child’s PII to the program, school, or school district.
- ✓ If, however, you do not return the completed Parental Refusal for PII Disclosure to Program or School Form by **[Insert Date]**, then NeighborImpact’s Head Start Director or his/her designee 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.

If you have any questions, please call **[Insert Person’s Name]** at **[Insert Phone Number]**.

Sincerely,

**[INSERT SIGNATURE BLOCK]**

## Parental Refusal of PII Disclosure to Program or School Form

I, \_\_\_\_\_, the Parent of \_\_\_\_\_, have received notice from NeighborImpact that it received a request from me or my spouse, or a program, school, or school district in which my child seeks or intends to enroll or is already enrolled to provide Personally Identifiable Information (“PII”) to help in the enrollment or transfer of my child.

I reviewed my child’s Head Start/Early Head Start record and have determined that I **do not** want NeighborImpact to provide Personally Identifiable Information (“PII”) from my child’s record to **[Insert Program, School, or School District Name]** and as a result, I do not give permission for NeighborImpact to provide the requested information.

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

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



# PII DISCLOSURE AUTHORIZATION FORM

The Head Start Program Performance Standards (45 C.F.R. §1301 *et seq.*) afford certain rights to parents/legal guardians concerning the privacy of, and access to, their child's records. In compliance with the Head Start Program Performance Standards, NeighborImpact Head Start is prohibited from providing Personally Identifiable Information (PII) from your child's records to certain outside parties, such as the child's name, identifying information about him/her, and any information from assessments, health data, or other child record information. Parent/legal guardians may choose to complete and submit this form to NeighborImpact Head Start allowing the release of PII from their child's records to specified third parties. Giving this consent is voluntary and not required. Please note that while this form authorizes NeighborImpact Head Start to release child records to third parties, it does not obligate NeighborImpact Head Start to do so. NeighborImpact Head Start reserves the right to review and respond to requests for release of child records on a case-by-case basis. For additional information, review NeighborImpact Head Start Parent Handbook at [www.neighborimpact.org](http://www.neighborimpact.org)

### For Office Use Only:

Date Received:

By Whom:

Reviewed by:

Date Reviewed by:

NAME OF CHILD:                      FIRST                      MIDDLE                      LAST                      DATE OF BIRTH

### SECTION A. – TYPES OF CHILD RECORDS AUTHORIZED TO BE RELEASED:

I, \_\_\_\_\_, the (circle one) parent or legal guardian of the child named above, hereby request that copies of the follow records be released: (check all that apply)

#### All documentation listed below:

- Academic Information** (registration, photo, student ID number, enrollment status, demographics, attendance records, residency status, mailing address, academic goals and progress updates, support plans, assessment summaries, screening information, evaluations performed by outside agencies, IEP/IFSP)
- Eligibility Information** (all documents provided to NeighborImpact Head Start used to determine child's eligibility for Head Start/Early Head Start)
- Health Information** (Medical forms, medical notes, physician's notes, nurse's notes, personal health information such as diagnoses, diet plans, medication administration)
- Individualized Supports** (incident/injury reports, success plans, hearings & hearing results)
- Other** (Please specify) \_\_\_\_\_

### SECTION B. – REASON FOR RECORD RELEASE:

The reason the records are being released is to provide continuity of care.

### SECTION C. - PERSON(S)/ORGANIZATIONS TO WHOM ACCESS TO CHILD RECORDS MAY BE PROVIDED:

- Chastain & Associates MHC
- COCC/OSU
- Deschutes Behavioral Health
- Dental Provider
- Early Childhood/Head Start/Relief Nursery Programs
- High Desert ESD
- Lutheran Family Services
- Medical Provider
- Pacific Source
- School Districts
- State of Oregon, DHS
- WIC
- Other \_\_\_\_\_

### SECTION D. - CERTIFICATION:

I understand that (1) I have the right not to consent to the release of my child's records, (2) I give this consent voluntarily, (3) I have the right to inspect any written records released pursuant to this Consent, and (4) this authorization will remain in effect unless and until I revoke such consent by signing a new PII Disclosure Authorization Form with 'Revocation of Consent' section E completed, and the revocation is received and processed by NeighborImpact Head Start.

PARENT OR LEGAL GUARDIAN'S SIGNATURE: \_\_\_\_\_

TODAY'S DATE: \_\_\_\_\_

THE FOLLOWING IS TO BE COMPLETED BY PARENT OR LEGAL GUARDIAN IN THE EVENT THAT S/HE CHOOSES TO REVOKE HIS/HER CONSENT TO RELEASE DATA IN CHILD RECORDS.

### SECTION E. – REVOCATION OF CONSENT:

I hereby revoke the consent granted above. (Not valid unless received by NeighborImpact Head Start.) I understand actions taken by NeighborImpact Head Start regarding releases of my child's records prior to its receipt and processing of this revocation cannot be revoked or changed, and that this revocation does not apply to any action that occurred before my consent was revoked.

PARENT OR LEGAL GUARDIAN'S SIGNATURE: \_\_\_\_\_

TODAY'S DATE: \_\_\_\_\_