

Neighbors In Need Of Services, Inc.

"Creating a brighter future for our children and la Familia"



Notice Regarding PII

Record Protection Policies and Procedures

Revised: March 13, 2019

Approved by Board of Directors: April 9, 2019

Approved by Policy Council: March 20, 2019

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Preface

In compliance with the Department of Health and Human Services Administration for Children and Families' 45 CFR Chapter XIII regulations, the Neighbors In Need Of Services, Inc. (NINOS, Inc.) Head Start/Early Head Start program must establish procedures to protect the confidentiality of any personally identifiable information (PII) in a child's record. PII is defined as any information about an individual like their: name, the name of a family member, street address, social security number or other information that is linked or linkable to that individual.

NINOS, Inc. needs to retain PII in order to provide Head Start/Early Head Start services. The program takes the privacy of a child's PII very seriously. This Notice explains the parents' rights, legal duties, and privacy practices. Additionally, the program is required to provide a written copy to the parents of this Notice annually.

NINOS, Inc. will abide by the terms of this Notice. Should the data and child record procedures materially change, the Program reserves the right to change the terms of this Notice. Any new provisions added will affect all PII maintained from the time the new rules go into effect, as well as any PII that is received in the future. If the procedures are revised substantially, NINOS, Inc. will provide a revised Notice to the Head Start Parent.

Provisions under §1303.21 of the Head Start Program Performance Standards (HSPPS)

- a) All NINOS, Inc. children served in collaboration with an educational agency or institution that receives funds under a program administered by the Department of Education will follow the confidentiality provisions under the Family Educational Rights and Privacy Act (FERPA). NINOS, Inc. shall comply with those confidentiality provisions of FERPA instead of the provisions in Subpart C of the Head Start Program Performance Standards (HSPPS).

- b) All NINOS, Inc. children referred to, or found eligible for services under IDEA, will comply with the applicable confidentiality provisions in Part B or Part C of IDEA. NINOS, Inc. shall comply with those confidentiality provisions under IDEA instead of the provisions in Subpart C of the HSPPS.

101. Definitions

1. *Child's Records* – any 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.
2. *Confidential* – information to be kept private with certain specific protections.
3. *Consent* - written approval or authorization that is signed and dated. It may include a record and signature in electronic form that: (1) identifies and authenticates an individual as the source of the electronic Consent; and (2) indicates the same person's approval of the information. Consent can be revoked going forward.
4. *Disclosure* - to permit access to or the release, transfer, or other communication of Personally Identifiable Information contained in a Child's Records by any means, including oral, written, or electronic means, shared to other parties except the party that provided or created the record.
5. *Party* - An entity or individual.
6. *Parent* - A 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.
7. *Personally Identifiable Information (PII)* - 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.
8. *PC-PII* - Disclosures with parental consent.
9. *RNPC-PII* - Disclosure without parental consent but with parental notice and opportunity to refuse
10. *NPC-PII* - Disclosure without parental consent.

102. Disclosures with and without parental consent

In compliance of §1303.22 of the Head Start Program Performance Standards, NINOS, Inc. will:

a) Disclosures with parental consent (PC-PII)

1. Only disclose PII from a child's record (*subject to the exceptions in paragraphs (b) and (c) of this section*) after a "PII Disclosure Consent Form" is completed by the child's parent/legal guardian.

2. Require that the "PII Disclosure Consent Form" (see Appendix A) be signed, dated and specify the:
 - Name and CPID of the child's PII record that may be disclosed
 - Reason why the records may be disclosed
 - Party or class of parties to whom the records may be disclosed to
3. Explain in the "PII Disclosure Consent Form" that the parent's consent is voluntary and may be revoked at any time. If a parent revokes consent, that revocation is not retroactive and therefore it does not apply to an action that occurred before the consent was revoked.

b) Transitions (RNPC-PII)

(Disclosure without parental consent but with parental notice and opportunity to refuse)

During the preparation of a child's transition to another program or school, NINOS, Inc. will in advance:

- Verbally notify the parent/guardian about the disclosure
- Provide the parent (upon request) a copy of the PII from child records to be disclosed
- Give the parent an opportunity to challenge and refuse the PII disclosure before the program forwards the records to officials at a program, school, or school district in which the child seeks or intends to enroll

c) Disclosure without parental consent (NPC-PII)

NINOS, Inc. must use and disclose PII contained in a child's records to carry out the responsibilities of the program. NINOS, Inc. will disclose and use PII without the parent's explicit consent:

1. When used by program employees or entities acting for the program, such as contractors that the program determines necessary for providing Head Start services. (provided that the program maintains a written agreement concerning the use, further disclosure, and maintenance of the children's records)
2. When used by program employees or entities acting for the program, such as a federal/state entity in connection with an audit, evaluation of education, compliance with legal requirements of the program. (provided the program maintains a written agreement concerning the use, further disclosure, and maintenance of child records, including the destruction of the PII when no longer needed for the disclosure, except when the exposure is expressly authorized by federal law or by the responsible HHS official)
3. When used by program employees or entities acting for the program, such as a federal/state entity to conduct a study to improve child and family outcomes, including improving the quality of programs, for, or on behalf of, the program. (provided that the program maintains a written agreement concerning the use, further disclosure, and maintenance of the children's records)

4. When used by appropriate parties 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 the program determines that disclosing the PII from child's records is necessary to protect the health or safety of children or other persons.
5. To comply with a judicial order or lawfully issued subpoena. The program will make a reasonable effort to notify the parents about all such subpoenas and court orders in advance of the compliance therewith, 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. A program initiates legal action against a parent or a parent initiates legal action against a program, then a program may disclose to the court, also without a court order or subpoena, the child's records relevant for the program to act as a plaintiff or defendant.
6. To comply with the Secretary of Agriculture or an authorized representative from the Child and Adult Care Food Program to conduct program monitoring, evaluations, and performance measurements. 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;
7. 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.

8. To appropriate parties in order to address suspected or known child maltreatment and is consistent with applicable federal, state, local, and tribal laws on reporting child abuse and neglect.

d) Written agreements

All NINOS, Inc.'s written agreements with third parties, will include a clause that:

1. Protects the children's PII
2. Must require the agreements to be reviewed and updated (if necessary) annually
3. If the third party violates the agreement, then the program may:
 - Provide the third party an opportunity to self-correct within ten working days or
 - Prohibit the third party from access to records until further notice by the program's governing body and policy council

e) Annual Notice

NINOS, Inc. will notify parents at the time of enrollment or at the start of the school year in writing of the program's policy, procedures and parent rights. The Notification will include:

- The types of PII that may be disclosed
- To whom the PII may be disclosed
- The reason for the disclosure without parental consent

f) Limit on disclosing PII

NINOS, Inc. will only disclose information that is deemed necessary for the purpose of the disclosure.

103. Parental rights

In compliance of §1303.23 of the Head Start Program Performance Standards NINOS, Inc. will:

a) Inspect record

1. Provide parents the right to inspect his/her child's records
2. Make the child's records available within three working days after original request
3. Ensure that the records inspected only pertain to his/her own child
4. Retain a child's record with an outstanding request to inspect and review the record under this section

b) Amend record

1. Provide a parent the right to ask and/or to amend information in the child's record that the parent believes is inaccurate, misleading, or violates the child's privacy
2. Consider the parent's request and, if the request is denied, render a written decision to the parent within five working days that informs the parent of the right to a hearing

c) Hearing

1. Provide at a parent's request a hearing to challenge information in the child's record:

- a. Schedule a hearing within ten working days
 - b. Notify the parent three working days before the hearing
 - c. Assign the Executive/Head Start Director to conduct the hearing (as long as she/he does not have a direct interest in its outcome)
2. Ensure the hearing affords the parent a full and fair opportunity to present evidence relevant to the issues.
 3. Amend or remove the information and notify the parent in writing. (If the program determines from evidence presented at the hearing that the information in the child records is inaccurate, misleading, or violates the child's privacy)
 4. 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 (If the program 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)
- d) Right to copy of record
1. Provide a parent, (upon parent request) free of charge, an initial copy of child records disclosed to third parties with parental consent (unless the disclosure was for a court that ordered neither the subpoena, its contents, nor the information furnished in response be disclosed)
- e) Right to inspect written agreements
1. Provide parents the right to review any written agreements with third parties

104. Record Maintenance

In compliance of §1303.24 of the Head Start Program Performance Standards NINOS, Inc. will:

- a) Record Keeping Systems
- Maintain a record keeping system in a manner that ensures only parents, and officials within the program or acting on behalf of the program have access, and that such records are destroyed within a reasonable timeframe after such records are no longer needed or required to be maintained.
1. *Children's records (hard copies)* – The program safeguards hard copies of the children's records, by storing files under lock and key in the program's administrative office and centers
 2. *Children's records (electronic)* – The program uses ChildPlus to safeguard the electronic version of the children's records. ChildPlus' policies and procedures meet or exceed the physical and electronic security measures required by applicable federal and state regulatory guidelines for the use, storage and/or transmission of PII. (<https://www.childplus.com/privacy/>)

3. *Record Retention* – The program retains hard copies of all records for five years after a child's last enrolled program year

b) Record Retention

Maintain the children's records (until the record is destroyed) and any information on all individuals, agencies, or organizations to whom a disclosure of PII from the child records was made (except for program officials and parents) and why the disclosure was made.

1. PII Disclosure Form contains the date, name (individual or agency), and the reason of the disclosure.

2. Keeps all (PII Disclosure Forms) as a permanent part of a child's record.

c) Contested Disclosures

1. Maintain records of all parent contested disclosures/statements and any full/partial disclosures.

105. Procedures

1. All PII requests must be done in writing by completing the "PII Request". The PII Request must:
 - Be annotated in the Events Notes in ChildPlus
 - Scanned and uploaded into the attachments section in ChildPlus
 - Be filed (original form) and placed in the Child's folder
2. The Area Manager will notify the Assistant Director/Director of CHS of the request.
3. The Assistant Director/Director of CHS will review the request to verify the validity. If the Assistant Director/Director of CHS is unsure, the Executive/Head Start Director will determine the validity.
4. All subpoenas or court orders must be sent to the Executive/Head Start Director for approval prior to the release of PII of a child.
5. Once the request has been determined valid, the Assistant Director/Director of CHS will determine the type of PII.
 - I. Disclosure with parental consent (PC-PII)
 - II. Disclosure without parental consent (NPC-PII)
 - III. Disclosure without parental consent but with parental notice and opportunity to refuse (RNPC-PII)
6. Once the type of PII Disclosure has been determined, if the type is (I. PC-PII), the Consent shall be obtained before the child's PII is disclosed.
7. If the request is type (II. NPC-PII) only a written notice is to be provided to the child's Parent.

8. If the request is type (III. RNPC-PII) only a written notice is to be provided to the child's Parent with an opportunity for him/her to refuse.
9. NINOS, Inc. must keep a record of all PII disclosures in the child's folder documenting the:
 - Disclosure date
 - Name of the person/entity to which the PII is disclosed to
 - Type of PII
 - PII disclosed

Appendix A



Neighbors In Need Of Services, Inc.

Consent to Disclose Personal Identifiable Information (PII)

Dear Parent/Guardian,

You are receiving this consent form for _____
Name of the child

because _____
Reason for disclosing the child's PII (transition, enrollment, assessment, etc.)

Parent/Guardian Statement

I, _____, understand that my child's PII
Parent/Guardian Name
needs to be disclosed in order to _____
Reason for disclosing the child's PII

NINOS, Inc. Head Start/Early Head Start and/or _____
Name of organization receiving the child's PII
will maintain the confidentiality of my child's PII in accordance with §1303 Subpart C of the Head Start Program Performance Standards.

To accomplish this, the following PII from my child's record must be shared:

List the PII (Name, DOB, Address, etc.)

I, _____, consent to NINOS, Inc. disclosing my child's
Name of Parent/Guardian
personal identifiable information listed to _____
Name of organization receiving the PII
for the purposes stated above.

I have been fully informed and understand NINOS, Inc.'s request for my consent, as described above. This information will be released/requested upon receipt of my written consent. I also understand that my consent is voluntary and may be revoked at any time.

Parent/Guardian Signature Date

Parent/Guardian Printed Name Staff's name and signature

Child's Information

First Name:		Last Name:		CPID	
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Center: _____