

ACKNOWLEDGEMENT OF

Shasta Head Start Child Development, Inc.

Protections for the Privacy of Child Records and Program Data Management

Approach

Shasta Head Start (SHS) uses a comprehensive approach to data management designed to support the availability, usability, integrity and security of data and to safeguard the Personally Identifiable Information (PII) contained in child and family records. SHS complies with the confidentiality and data procedures as defined in the Head Start Program Performance Standards (1303.20) and the Individuals with Disabilities Education Act (IDEA).

Data include all PII and other non-public information. Data include, but are not limited to, child level enrollment and assessment data used for daily program operation, aggregate child-level assessment data used for program outcome reports and data used to show compliance to regulatory agencies.

I. Quality of data

- (1) Child files, hard copy: Each child or prenatal parent's file is maintained at SHS program sites.
- (2) Child files, electronic copy: Child and family files are stored in Child Plus, SHS's program management software system.

II. Effective use of data

SHS uses data consisting of child, and family PII, at the individual and at the aggregate level, for the purpose of conducting compliant and high quality programs under the auspices of the Office of Head Start, the California Department of Education, the Child and Adult Care Food Program and the Department of Social Service's Community Care Licensing division. This usage is intended to:

- (1) ensure the availability of accurate, timely confidential information regarding children and families;
- (2) monitor provision of services in all areas;
- (3) assist in timely and accurate reporting;
- (4) assist in the compilation of program outcomes.

III. Protecting the privacy of child and family data and records

SHS will store and process data in accordance with industry best practices. This includes appropriate, administrative, physical, and technical safeguards to secure data from unauthorized access, disclosure, and use. These safeguards include:

- (1) training all staff on principles of confidentiality and protecting the privacy of PII;
- (2) use of locked cabinets for hard copy files;
- (3) management of data systems by network administrators;

- (4) using the Principle of Least Privilege (POLP), the practice of limiting access to the minimal number of persons that will still allow for normal functioning;
- (5) ensuring that parents give full and informed consent about use of their PII and have the opportunity to revoke consent;
- (6) ensuring that written agreements with third parties contain assurances about protecting the privacy of PII.

Data breach: In the case of a data breach, it will be reported to the responsible official from the Region 9 Office of Regional Operations of the Administration of Children and Families.

IV. Parental rights

A custodial parent has the right to:

- (1) request a copy of their child's records;
- (2) inspect and review their child's records within 45 days after receipt of request;
- (3) amend or correct the records if the parent believes the information is inaccurate or violates the child's privacy;
- (4) request and receive a hearing to challenge information in the child records;
- (5) request and receive an initial copy of the child's records disclosed to third parties with parental consent, unless the disclosure was for a court that ordered the subpoena or the contents be disclosed;
- (6) inspect written agreements with third parties.

V. Disclosure of records

(a) With parent consent:

- (1) SHS must obtain a parent's written consent before the program may disclose PII from child records.
- (2) This disclosure must specify what child records may be disclosed, the reasons why, and identify the parties to whom the records may be disclosed. The written consent must specify what child records may be disclosed, why and to whom.
- (3) The written consent will be obtained during the initial enrollment process, and at any other time that additional consent is needed.
- (4) The granting of consent is voluntary and can be revoked at any time. Such revocation is not retroactive.
- (5) The written consent must be signed and dated. This may include a record and signature in electronic form.

(b) Child transition purposes:

- (1) SHS will provide disclosure of PII to officials at a program, school or district where the child seeks or intends to enroll, or is enrolled as part of its typical transition activities.
- (2) The records will be related to the child's enrollment or transfer.
- (3) SHS will inform parents in advance of the disclosure as part of the transition packet and give parents an opportunity to refuse the disclosure.

(c) Without parent consent:

- (1) SHS will disclose PII as necessary to employees within the SHS program to enable them to carry out their jobs with respect to use, disclosure and maintenance of records.
- (2) SHS may disclose PII to officials within the SHS program, or from a federal or state oversight entity for enforcement of or compliance with federal or state legal requirements of the program. These include officials from the Office of Head Start, the State of California Department of Education, the Child and Adult Care Food program, Community Care Licensing, a company carrying out an A-133 audit and other regulatory or oversight agencies. SHS will maintain oversight of the PII used and will mandate that records be destroyed at the conclusion of the audit.
- (3) SHS may disclose PII to address a disaster, health or safety emergency if disclosure of PII from child records is necessary to protect the health or safety of children or other persons.
- (4) SHS may disclose PII to comply with a judicial order or lawfully issued subpoena. Parents will be notified ahead of time unless:
 - (i) Such disclosure is prohibited by a court;
 - (ii) The disclosure is in compliance with an ex parte court order obtained by the United States Attorney General concerning investigation or prosecution of terrorism;
 - (iii) There is litigation between a parent and the program.
- (5) SHS may submit PII to a caseworker or other representative from a child welfare agency if such agency is responsible for the child's care.
- (6) SHS will disclose PII in case of suspected child maltreatment to the appropriate agency in each community.
- (7) When the PII is no longer needed, it will be destroyed.

(d) Third party or subcontractor data sharing:

- (1) SHS has agreements with vendors who supply software programs that aggregate child data for the purpose of providing outcome reports of the program for the continuous improvement process. Individual identities of children are not reported and the data is reported on a group basis. All third parties working with SHS will only collect data necessary to fulfill their duties as outlined in the individual agreement. Third parties are prohibited from mining data for any purpose other than that agreed to in the formal agreement.

Partners include, but are not limited to:

- (i) Desired Results Developmental Profile information (DRDP) for ongoing developmental assessment;
- (ii) Child Care Results & Analytics (CCR) to aggregate developmental assessment information;
- (iii) Kindergarten Readiness Scores, to obtain classroom and agency results of the Kindergarten Snapshot, administered to kindergartners upon entry;

- (iv) Quality Rating & Improvement System related data, including Pinwheel data base to improve the quality of teaching and child outcomes;
 - (v) Learning Genie for child developmental portfolios;
 - (vi) Acorn Evaluation for program outcome reports, goal and objectives outcomes and continuous program improvement.
- (2) Shasta County Office of Education, Early Childhood Services (ECS): SHS is in a contractual relationship with ECS for the purpose of administering funds from the California Department of Education, Early Education and Support Division to offer child care and preschool enrollment opportunities to the community. SHS reports PII on children and families periodically to ECS in order to fulfill the requirements of the state contract.
- (3) Special Education Local Plan Areas (SELPA) of Shasta, Siskiyou and Trinity Counties. Information will be shared with these agencies with parents' consent in order to expedite and enhance services to children with disabilities.

VI. Maintaining records

- (1) Child and family records, including paper or electronic format must be retained for a period of time determined by the appropriate regulatory body, or for five (5) years.
- (2) Record maintenance must include maintenance of a log of all individuals, agencies or organizations to whom a disclosure of PII from the child records was made, except for program officials or parents. The Family Services manager will oversee the log.
- (3) Records will be maintained longer than (five) 5 years if the record is needed in an audit by a regulatory agency.
- (4) When the retention period for records has expired, records will be destroyed. Paper records will be shredded and electronic records will be destroyed through a secure data wiping process or by destroying the storage media.

Please make a copy of the signature page and store in a central location at S.H.S. site

I hereby acknowledge that I have received and reviewed a copy of the Shasta Head Start Protections for the Privacy of Child Records and Program Data Management.

Name

Date