



NMCAA Early Childhood Programs
Policies and Procedures of Protection of Personally Identifiable Information (PII)

Disclosure with parental consent

1. NMCAA Early Childhood Programs will obtain a parent's written consent before the program may disclose such PII from child records. The "Parent Disclosure of Information" form will be used to verify parental consent and shall include what child records may be disclosed, explains why the records will be disclosed, and identifies the party or class of parties to whom the records may be disclosed. The written consent must be signed and dated. "Signed and dated written consent" under this part may include a record and signature in electronic form that identifies and authenticates a particular person as the source of the electronic consent and indicates such person's approval of the information.

2. The "Parent Disclosure of Information" form shall make clear in writing that granting consent is voluntary on the part of the parent 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that revocation is not retroactive and therefore it does not apply to an action that occurred before the consent was revoked.

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

1. In order for NMCAA Early Childhood Programs to disclose PII from child records without parental consent, a representative of the program will notify the parent about the disclosure, provide the parent, upon the parent's request, a copy of the PII from child records to be disclosed in advance, and give the parent an opportunity to challenge and refuse disclosure of the information in the records, before the program forwards the records 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 so long as the disclosure is related to the child's enrollment or transfer.

Disclosure without parental consent

NMCAA Early Childhood Programs may disclose such PII from child records without parental consent to the following entities:

1. Officials within the program or acting for the program, such as contractors and sub-recipients, if the official provides services for which the program would otherwise use employees, the program determines it is necessary for Head Start services, and the program maintains oversight with respect to the use, further disclosure, and maintenance of child records, such as through a written agreement;
2. Officials within the program, acting for the program, 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 the program; provided the program 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;
3. Officials within the program, acting for the program, 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, the program, provided the program 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;

4. Appropriate parties in order 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 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, provided the program makes a reasonable effort to notify the parent 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 records relevant for the program to act as plaintiff or defendant.

6. 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;

7. 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,

8. 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.

Written Agreements with a Third Party

When NMCAA Early Childhood programs establishes a written agreement with a third party, it will be reviewed annually and updated as necessary.

If the third party violates the agreement, then the program may:

- (1) Provide the third party an opportunity to self-correct; or,
- (2) Prohibit the third party from access to records for a set period as established by the programs governing body and policy council.

Annual Notice

As a part of the Parent Handbook, NMCAA Early Childhood Programs will annually notify parents of their rights regarding the protection of PII and include in that notice a description of the types of PII that may be disclosed, to whom the PII may be disclosed, and what may constitute a necessary reason for the disclosure without parental consent.

Limit on disclosing PII

NMCAA Early Childhood programs will only disclose the information that is deemed necessary for the purpose of the disclosure.

Reference: HSPPS 1303.20 & 1303.21 & 1303.22, R400.8112, GSRP Security of Sensitive Information