



Privacy Policy

This Privacy Policy applies to the web-based management system AEPS® (AEPS®i) located at www.aepsi3.com/ (“Site”), which is owned and operated by Paul H. Brookes Publishing Co., Inc. (“Brookes”). AEPSi, a companion to the *Assessment, Evaluation, and Programming System for Infants and Children, Third Edition (AEPS®-3)*, is a web-based assessment, programming, and reporting system designed to track the progress and support the development of individual children and groups of children through goal development, teaching, intervention, and ongoing progress monitoring. Brookes respects the privacy of customers, web site visitors, and AEPSi users, and we understand how important it is to protect their personally identifiable information and the child and family information they manage. This Privacy Policy identifies the information collected on this Site and explains how it is used and how it is protected.

Please read this Privacy Policy carefully before using this Site. Your use of the Site is also subject to the [Terms of Use](#) and AEPSi End User License Agreement. Brookes may, from time to time, change, amend, modify, or update this Privacy Policy and the Terms of Use without notice to you and at its sole discretion. Any such revisions or changes will be considered effective from the date they are posted on this Site. Your continued access or use of the Site constitutes acceptance of the latest version of this Privacy Policy by you and/or your institution. It is your responsibility to regularly check the Privacy Policy and Terms of Use, which are accessible from the login page of www.aepsi3.com/.

If you have questions regarding this Privacy Policy, please contact implementation@brookespublishing.com, call 410-337-9580, or write to Brookes, P.O. Box 10624, Baltimore, MD 21285-0624, U.S.A.

COLLECTING AND USING INFORMATION

This Site features online assessment, programming, and reporting functionality (“Services”) that enables users to track progress and support the development of individual children and groups of children. The portion of the Site that contains this assessment, goal development, teaching/intervention, progress monitoring, and reporting functionality (namely, those portions providing functionality to AEPSi Enterprise and Pro Accounts), as well as the data input and managed by AEPSi users, is restricted and is intended to be used by teachers, specialists, school and education administrators, early interventionists, home visitors, child care providers, social workers, parents, guardians, family members, and other interested parties and can be accessed only by Authorized Users. The Site is not intended to be used by any persons under the age of 18. Brookes will not sell, share, or rent any information collected on this Site in ways different from what is disclosed in this statement.

User Data

In order to access the Services available on this Site, you must become an Authorized User or have successfully registered for a free trial. You may become an Authorized User after you have subscribed or if (a) you are employed by or otherwise appropriately affiliated with (e.g., as a third-party contractor or consultant) an organization that has purchased or otherwise licensed a subscription to use the Site and Services and (b) you are provided access rights and privileges by the Account Holder, Account Administrator, and/or Program Administrator for that organization. (User roles in AEPSi are defined in the AEPSi End User License Agreement.) Before using the Site and Services and to obtain a username and password, you must provide certain information that can be used to personally identify you (“User Data”); the specific User Data you must provide are determined by whether you are a “subscriber” or a member of a “subscribing organization.”

- **Subscriber:** Whether you are an organization or individual, if you have purchased a subscription to use the Site and Services or registered for a free trial, you must provide your full name, title, telephone number, valid e-mail address, and, if purchasing a subscription, your financial information (e.g., credit card number).
- **Member of a subscribing organization:** If you are affiliated with a school, school district, early intervention program, child care center, Early Head Start or Head Start program, educational system,

therapeutic or health care practice, or other organization that has purchased a subscription to use the Site and Services or registered for a free trial, you must provide your full name, mailing address, telephone number, and e-mail address to the subscribing organization's AEPSi Account Holder, Account Administrator, or Program Administrator. The AEPSi Account Holder, Account Administrator, or Program Administrator may request additional information from you at their discretion.

User Data are used to register you as an AEPSi user; set up and maintain your user profile; determine the individual Child Records, if any, you are authorized to access, create, or otherwise modify; and determine which features and data you are authorized to access, view, update, modify, or otherwise manage.

If you purchase or the subscribing organization through which you are an Authorized User purchases any of the types of AEPSi assistance offered by Brookes for a fee, for example, but not limited to, technical support, data support, customizations, or content consultation ("Support"), you may need to provide certain portions of your User Data (such as but not necessarily limited to, your full name and e-mail address) to verify the type of Support available to you and to record its use.

Brookes only uses the financial information you provide for billing purposes and your name and e-mail address to send e-mail alerts and updates related to AEPS-3 and AEPSi. You may opt-out of receiving e-mail alerts and updates by e-mailing webmaster@brookespublishing.com or selecting the "opt-out" option included at the bottom of each e-mail.

If you are a subscriber, you may receive catalogs by mail from Brookes throughout the year. To be removed from our postal mailing list, please submit a help ticket at support.brookespublishing.com; call toll-free 1-800-638-3775; fax to 410-337-8539; or write to Brookes, P.O. Box 10624, Baltimore, MD 21285-0624, U.S.A., Attention: Customer Service. Brookes will remove you from any mailing list that we generate from our customer records, but we may not be able to remove your name from lists purchased from outside vendors. Brookes will make every effort to make your name inactive if you so request.

If you are a member of a subscribing organization, the User Data you provide will be accessible by that organization. In some cases, a subscribing organization may have purchased a subscription to AEPSi as part of an agreement negotiated by a larger entity. For example, local preschools across a state may elect to purchase subscriptions to AEPSi at a rate negotiated by district/state personnel in order to achieve cost savings and/or to facilitate data management and reporting. In cases such as this, the User Data you provide are accessible by the larger entity (for example the AEPSi Hub and/or AEPSi Enterprise to which your subscribing organization belongs) as well as the subscribing organization.

Username and Password

Your username and password enable you to log in and access data and use the Services in the restricted areas of the Site in accordance with the access rights Brookes and your Hub Administrator or Account Administrator and/or Program Administrator grant you. Brookes encourages AEPSi Account Holders, Hub Administrators, Account Administrators, and Program Administrators and their subscribing organizations to employ best security and privacy practices and require users to regularly change their passwords. Do not disclose, share, or allow any third party to use your username and/or password. If you become aware that your username and/or password has been stolen or is being misused, notify the AEPSi Administrator at your organization immediately, or if you are an individual subscriber or a Hub Administrator or Account Administrator, notify Brookes directly. AEPSi provides a secure automated mechanism for re-issuing usernames and passwords for Authorized Users in the event they are lost or forgotten. If an AEPSi Administrator loses or forgets their username or password, they should select the forgotten password link on the login page to generate a replacement password.

Child and Caregiver Data

Depending on the individual Authorized User's role and access rights, Authorized Users may use the Site and Services to create, view, interact with, and/or modify a child's profile, assessments, reports, notes, journal entries, team information, and events ("Child Record") for one or more individual children, associated caregiver profile(s) ("Caregiver Profile"), and/or related communications for one or more children or families. Each Authorized User's role and access rights are determined by the subscribing organization's AEPSi Account Holder, Account Administrator, and/or Program Administrator and are not assigned or modified by Brookes, with the

exception of the role and access rights of the Hub Administrator, which are determined by the System Administrator at Brookes.

Initiating a new Child Record requires the collection of certain information about the individual child (“Child Data”) and the individual caregiver (“Caregiver Data”), including but not limited to the child’s first name, last name, date of birth, number of weeks premature, and developmental status, and the caregiver’s first name, last name, relationship to child, and contact information. Other Child Data or Caregiver Data may be collected at the subscribing organization’s discretion, including but not limited to demographic information and notes about the child’s medical needs. Using the full range of the Site’s Services requires the collection of additional Child Data including but not limited to assessment data and scores; journal entries, comments, and notes from Providers and Caregivers; events relating to the child; and potential individualized family service plan (IFSP)/individualized education program (IEP) targets.

Some Child Data can be used to personally identify individual children or individual caregivers. Brookes will not share, rent, or sell personally identifiable Child Data or Caregiver Data except as permitted by this Privacy Policy. Brookes will only access personally identifiable Child Data or Caregiver Data when a support call initiated by the Authorized User absolutely necessitates it. All Child Data and Caregiver Data are stored and transmitted securely in AEPSi; please see the SECURITY section below for details.

Using Child Data and/or Caregiver Data for Reporting

Depending on the individual Authorized User’s role and access rights, Authorized Users may use the Site and Services to create, view, interact with, and/or modify assessments and reports generated from the Child Data and Caregiver Data for one or more children and their caregivers (“Reports”). The Reports include but are not limited to assessment scores, completed and/or not completed assessments, developmental progress reports for individual children, and aggregate reports for multiple children that enable subscribing organizations, or larger entities such as state-level organizations, to comply with state and federal reporting mandates (e.g., U.S. Office of Special Education Programs [OSEP] Child Outcomes reports).

Archiving Child and Caregiver Data

If for any reason you desire to make a Child Record or associated Caregiver Profile inactive (e.g., the child moves to another district and is no longer enrolled in your program) but wish to retain the Child Data or Caregiver Data for viewing and reporting purposes, you may elect to archive the Child Record, Caregiver Profile, assessments, and associated Child Data (“Archived Data”). The Archived Data will remain in the Site’s database, and Authorized Users with appropriate access rights may access but not modify the Archived Data. Archived Data may be included in aggregate reports of Child Data. Archived Data may be reactivated if needed. Brookes does not use Archived Data in any way different from the way it uses active Child Data and Caregiver Data.

Deleting Child and Caregiver Data

AEPSi Authorized Users may at any time delete any Child Record or Caregiver Profile that an AEPSi Authorized User has created. A Program Administrator may also delete Child Data or Caregiver Data created by an Authorized User in that Administrator’s Account or program. Hub Administrators do not have rights to delete Child Data or Caregiver Data. If you elect to delete a Child Record or Caregiver Profile, all Child Data and/or Caregiver Data, including assessment data and scores, journal entries and notes, and personally identifiable information, associated with the Child Record and/or Caregiver Profile will be deleted (“Deleted Data”). Once you elect to delete a Child Record and /or Caregiver Profile, the Deleted Data are no longer stored in the Site’s database and cannot be included in reports.

Brookes does not retain Deleted Data, nor can we recover or restore Deleted Data. Before deleting a Child Record or Caregiver Profile, you may elect to export the Child Record, Caregiver Profile, and associated Child Data and/or Caregiver Data from the system at no charge.

Using Child Data for Research to Improve AEPS

The developers of AEPS are board members of the Early Intervention Management and Research Group (“EMRG”), which is a non-profit mutual benefit corporation that was formed “to manage future developments associated with linked measurement and curriculum systems designed to enhance early childhood intervention

offered to young children and their families, thus providing a public service and benefit” (from EMRG By-Laws). EMRG members are engaged in ongoing work and research to improve AEPS-3 to better enable them to advance educational approaches and better serve young children and families. Brookes and EMRG may use Child Data and Caregiver Data that have been stripped of all personally identifying information about individual children, individual caregivers, Authorized Users, organizations, and programs (“De-identified Data”) for research purposes.

From time to time, Brookes and/or EMRG, individually or collectively, may publish the results of their research on the De-identified Data. In no event will any such results identify in any way an individual child, individual caregiver, site, program, or organization, and there is no threat to your privacy from the distribution of such de-identified information. Neither Brookes nor EMRG (nor any individual EMRG member or AEPS-3 developer) will rent or sell the De-identified Data under any circumstances.

Feedback

Brookes encourages Authorized Users to provide feedback on their use of the Site, Services, and Support by e-mailing implementation@brookespublishing.com or using the Site’s [feedback form](#). The Authorized User’s feedback and any personally identifiable information contained within (e.g., name, e-mail address) are used by Brookes only for purposes directly related to responding to the Authorized User.

Cancellation or Termination of Subscription

If a subscribing organization elects to cancel an Account or the Account is terminated (see Terms of Use), all User Data, Child Data, and Caregiver Data may be deleted from the AEPSi database. Brookes does not retain data in cancelled or terminated Accounts, nor can we recover or restore such data beyond the conditions described in the [Terms of Use](#).

If a subscribing organization allows its account to expire but does not notify Brookes of its intent to terminate, your User Data, Child Data, and Caregiver Data will continue to be maintained for a limited period of time to facilitate the renewal of your subscription. See Terms of Use for details.

If a subscribing organization elects to cancel its Hub, its links to AEPSi Enterprise and/or Pro Accounts will be suspended by Brookes, and the Hub will no longer have access to view data in the Accounts to which it was linked. If a linked Account requests that its AEPSi Linking Agreement among the Hub Holder, Account Holder, and Brookes be terminated, the linked Account must notify the Hub Holder as well as Brookes of its decision; the Hub will no longer have access to view data in the Account.

SECURITY

This Site uses robust security measures, provided by a SSAE16, SOC2, ISO 27001, and FISMA-moderate certified data center that provides managed hosting of AEPSi, to prevent unauthorized access to the Site and to safeguard the User Data, Child Data, Caregiver Data, and other data used by the Site and ensure their confidentiality and correct use.

Access Security

Authorized Users may only gain access to the Site’s Content and Services by providing a valid username and password combination, which is encrypted during transmission via Secure Sockets Layer (SSL), the industry standard security protocol. Secure pages can be recognized by the lock icon on the bottom of the web browser.

Brookes encourages AEPSi Account Administrators and subscribing organizations to employ best security and privacy practices and require users to regularly change their passwords. Do not disclose, share, or allow any third party to use your username and/or password. If you become aware that your username and/or password has been stolen or is being misused, notify the AEPSi Administrator at your organization immediately. AEPSi provides a secure automated mechanism for re-issuing usernames and passwords for Authorized Users in the event they are lost or forgotten.

Please refer to the AEPSi End User License Agreement and the Terms of Use, which include sections on user access, restrictions on use, and access limitations.

Data Security

Brookes takes precautions to protect the confidentiality and security of the data collected and stored in the Site's database by using industry-recognized security safeguards such as firewalls, coupled with carefully developed security procedures to protect your information from loss, misuse, or unauthorized alteration.

Regular backups of the Site and all data are made; all data are backed up in full on a weekly basis, with incremental backups being made daily. Backed-up data are stored at a secure site for a period of ninety (90) days. Brookes also encourages AEPSi Account Administrators and Program Administrators to keep hard-copy records and maintain export files of data.

Physical Security

Access to the personal information—not just the sensitive information—that you provide during the authorization process or put on the Site is restricted to only staff of Brookes and any outside contractors who need the information to perform a specific job. Our databases and the servers on which we store Site information are kept in a secure SSAE16, SOC2, ISO 27001, and FISMA-moderate certified data center that includes physical security, conditioned power, environmental controls, uninterruptible power supplies, diesel generator, and fire suppression technologies. Our databases and customer service systems are protected by employee-specific passwords. Furthermore, all employees and outside contractors are kept up-to-date on our security and privacy practices. Each year, as well as any time policies are added or modified, our employees are notified and/or reminded about the importance we place on privacy and what they can do to ensure that customer information is protected.

LOG FILES AND IP ADDRESSES

This Site's log files collect anonymous data such as IP addresses, browser types, referring pages, pages visited, and time spent on the Site. Collection of IP addresses is for system administration purposes, such as monitoring the level of activity on the Site. All other anonymous data are used only in aggregate by Brookes for internal review to improve the Site, its Services, and Support.

LINKS TO OTHER SITES

This Site may contain links to other web sites or refer you to other resources. Brookes is not responsible for the accuracy or completeness of the content or the privacy practices of other sites we may link to. Brookes encourage users to be aware when they leave the Site and to read the privacy statements of every web site they visit that collects personally identifiable information. This Privacy Policy applies solely to information collected by Brookes.

MAINTAINING, CORRECTING, AND UPDATING INFORMATION

Authorized Users of the Site are responsible for creating and managing all User Data, Child Data (included assessments), Caregiver Data, and other data provided for accessing and using the Site and its Services. If you wish to correct or change your personal User Data, you may do so by logging into the Site and updating or correcting the User Data stored in your profile. Depending on the individual Authorized User's role and access rights, Authorized Users may correct or change Child Data and/or Caregiver Data by logging into the Site and updating or correcting the Child Data stored in the Child Record(s) and Caregiver Data stored in the Caregiver Profile(s). If you need assistance modifying Child Data or Caregiver Data, contact your organization's AEPSi Account Administrator or Program Administrator or use the help and technical support options available on the Site after logging in.

INFORMATION FROM CHILDREN

Brookes respects the sensitive nature of children's privacy online. The Services offered on this Site are intended to be used by teachers, specialists, school and education administrators, early interventionists, home visitors, child care providers, social workers, parents and guardians, family members, and other interested parties. They are not intended for use by persons under the age of 18. If we learn that a user is under 18 years of age, Brookes will promptly notify the subscribing organization's AEPSi Account Administrator and delete any personally identifiable information provided by that user.

FERPA AND HIPAA COMPLIANCE

FERPA. The Family Educational Rights and Privacy Act (FERPA) is a federal law that protects the privacy of student education records. This law applies to all schools that receive funds under an applicable program of the U.S. Department of Education. If this law applies to your organization and you are an AEPSi Authorized User, you must be aware of your obligations under, and respect the terms of, this law. For more information on FERPA, see <https://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html>.

HIPAA and HITECH. The Health Insurance Portability and Accountability Act (HIPAA) is intended to improve the protection and security of individually identifiable health information. The Health Information Technology for Economic and Clinical Health (HITECH) Act was enacted to promote the adoption and meaningful use of health information and technology. HIPAA and HITECH apply to

- Health Plans
- Health Care Clearinghouses
- Health Care Providers (“Provider” is defined as any person or organization who furnishes, bills, or is paid for health care.)
- Business Associates of covered entities that receive protected information

If you or your organization qualify under one of these categories (“Covered Entity”) and, as an Authorized User of AEPSi, you provide data while using the Site and Services that are protected under these acts, then Brookes may qualify as a Business Associate of your organization. As a Business Associate, Brookes will enter into a Business Associate Agreement with any Covered Entity who is an Authorized User of AEPSi. If you believe this applies to you, please contact implementation@brookespublishing.com.

LEGAL DISCLAIMER

Although Brookes makes every effort to honor and protect our users’ privacy, we may need to disclose the data we collect and we reserve the right to do so if required by law or in the good-faith belief that disclosure is necessary (a) to obey the law or comply with legal process served on us or our affiliates; (b) to protect and defend our rights or property or the rights and property of other users of the Site; or (c) to act in an emergency to protect the personal safety of users of the Site or the public.

QUESTIONS?

Thank you for taking the time to read this Privacy Policy. Brookes takes your privacy seriously, so please let us know if you have any questions or comments regarding our Site or this policy. Please direct questions to implementation@brookespublishing.com or P.O. Box 10624, Baltimore, MD 21285-0624, U.S.A.