

PRIVACY POLICY

This Privacy Policy applies to the web-based management system ASQ Online located at www.asqonline.com (the "Site"), which is owned and operated by Paul H. Brookes Publishing Co., Inc. ("Brookes Publishing Co."). ASQ Online, a companion to the *Ages & Stages Questionnaires®* product suite, including but not limited to *Ages & Stages Questionnaires®, Third Edition (ASQ-3™): A Parent-Completed Child Monitoring System* and *Ages & Stages Questionnaires®: Social-Emotional (ASQ:SE): A Parent-Completed, Child-Monitoring System*, is a web-based screening, monitoring, and reporting system designed to track, report on, facilitate, and otherwise monitor the developmental progress of children between the ages of 1 month and 5 ½ years. Brookes Publishing Co. respects the privacy of our customers, web site visitors, and ASQ Online 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 that is 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 the ASQ Online End User License Agreement(s). Brookes Publishing Co. 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 this Site constitutes acceptance of the latest version of this Privacy Policy by you and 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.asqonline.com.

If you have questions or concerns regarding this Privacy Policy, please contact Lisa Brack at 410-337-9580, ext. 147, lbrack@brookespublishing.com, or P.O. Box 10624, Baltimore, MD 21285-0624, U.S.A.

COLLECTING AND USING INFORMATION

This Site features online screening, monitoring, and reporting functionality ("Services") that enables users to track the progress and support the development of infants and young children. The portions of the Site that contain this screening and reporting functionality (namely, those portions providing functionality to ASQ Pro and ASQ Enterprise Accounts), as well as the data input and managed by ASQ Online users, is restricted and is intended to be used by early interventionists, home visitors, social workers, teachers, administrators, physicians, nurses, specialists, child care providers, parents and guardians, and other interested parties and can be accessed only by Authorized Users. The portions of the Site that enable online completion of questionnaires and access to other Content on the Site (namely, those portions providing functionality to the ASQ Family Access module), as well as the data input managed by ASQ Online users, is restricted and is intended to be used only by those persons given access to ASQ Family Access by an ASQ Pro or ASQ Enterprise Authorized User authorized by the Account to do so ("Family Access Authorized User"). The Site is not intended to be used by any persons under the age of 18. Brookes Publishing Co. 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. You may become an Authorized User after you have subscribed or if (1a) 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 (1b) you are provided access rights and privileges by the Account Administrator and/or a Program Administrator for that organization, or (2) you are a Caregiver who has received an Invitation to use ASQ Family Access from an ASQ Authorized User. (User roles in ASQ Online are defined in the ASQ Online End User License Agreement and ASQ Family Access End User License Agreement.) Before using the Site and Services and to obtain a username and password (if you are an ASQ Authorized User), 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," a member of a "subscribing organization," or an ASQ Family Access Authorized User. (For more information about the rights and role of an ASQ Family Access Authorized User, refer to the ASQ Online Terms of Use and the ASQ Family Access End User License Agreement presented to you when you initially log on to ASQ Family Access.)

- **Subscriber:** Whether you are an organization or individual, if you have purchased a subscription to use the Site and Services, you must provide your full name, title, mailing address, 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 an early intervention program, child care center, Early Head Start or Head Start program, home visiting program, school, school district, child care center, physician's office, health clinic, or other organization that has purchased a subscription to use the Site and Services, you must provide your full name, mailing address, telephone number, and e-mail address to the subscribing organization's ASQ Online Account Administrator or Program Administrator. The ASQ Online Account Administrator or Program Administrator may request additional information from you at his or her discretion.

- **ASQ Family Access Authorized User:** If you receive an Invitation to use ASQ Family Access from an ASQ Authorized User, and you elect to participate in ASQ Online, you must provide your child's full name, address, gender, and birth date and your full name, address, and phone number.

The User Data are used to register you as an ASQ Online user; set up and maintain your User Profile; determine the individual Child Profiles, 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 ASQ Online assistance offered by Brookes Publishing Co. 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 Publishing Co. 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 the ASQ product suite and ASQ Online. If you desire, you may opt-out of receiving e-mail alerts and updates by e-mailing implementation@brookespublishing.com or selecting the "opt-out" option included at the bottom of each e-mail.

If you are a subscriber, you will likely receive catalogs by postal mail from us throughout the year. On rare occasions, we share small segments of our list of customers with related publishers and nonprofit organizations. If you are a Family Access Authorized User, you will not receive catalogs from Brookes nor will your name at any time be shared with any third party. If you wish to be removed from our postal mailing list, please e-mail custserv@brookespublishing.com; call toll-free 1-800-638-3775; fax to 410-337-8539; or write to Brookes Publishing Co., P.O. Box 10624, Baltimore, MD 21285-0624, U.S.A., Attention: Customer Service. We will be happy to remove you from any list that we generate from our customer records, but please be aware that we may not be able to remove your name from lists that we purchase from outside vendors. We 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 ASQ Online as part of an agreement negotiated by a larger entity. For example, local child care centers across a state or a group of pediatric offices in an area may elect to purchase subscriptions to ASQ Online at a rate negotiated by district/state-level personnel or corporate officers 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(ies) (for example, the ASQ Hub and/or ASQ 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 Publishing and your Hub Administrator or Account Administrator and/or Program Administrator grant you. Brookes encourages ASQ Online 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 ASQ Online Administrator at your organization immediately, or if you are an individual subscriber or a Hub Administrator, notify Brookes Publishing Co. directly. ASQ Online provides a secure automated mechanism for re-issuing usernames and passwords for Authorized Users in the event they are lost or forgotten. If an ASQ Online Administrator loses or forgets his or her username or password, he or she should select the forgotten password link on the login page to generate a replacement password. Please note, the Family Access Authorized User does not use a username and 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 ("Child Profile"), associated Caregiver profiles ("Caregiver Profile"), screenings, reports, notes, documents, events, 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 ASQ Online Account Administrator and/or Program Administrator and are not assigned or modified by Brookes Publishing Co., with the exception of the role and access rights of the Hub Administrator, which are determined by the System Administrator at Brookes Publishing Co.

ASQ Family Access Authorized Users may use the Site and Services to enter Child, Caregiver, and Screening Data in order to complete a questionnaire online via a secure website. Each ASQ Family Access Authorized User's role and access rights are determined by the Authorized User who has provided an Invitation to the individual Caregiver and are not assigned or modified by Brookes Publishing Co.

Initiating a new Child Profile or a screening requires the collection of certain information about the individual child ("Child Data") and the caregiver ("Caregiver Data"), including but not limited to the child's first name, last name, date of birth, number of weeks premature (if 24 months or younger at the time of entry), gender, address, and telephone number, and the caregiver's first name, last name, relationship to child, address, telephone number, and primary and secondary home language. Other Child Data or Caregiver Data may be collected at the subscribing organization's discretion, including but not limited to family/caregiver demographic information, ethnicity, 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 screening data and scores; comments and notes from parents, guardians, caregivers, and professionals; events relating to the child; and potential additional medical information.

Some Child Data or Caregiver Data can be used to personally identify individual children or individual caregivers. Brookes Publishing Co. will not share, rent, or sell personally identifiable Child Data or Caregiver Data except as permitted by this Privacy Policy. Brookes Publishing Co. 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 ASQ Online; please see the SECURITY section below for details.

Using Child and/or Caregiver Data for Screening and 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 screenings, communications, and reports generated from the Child and Caregiver Data for one or more children and their caregivers ("Reports and Forms"). The Reports include for example but are not limited to screening scores, completed and/or not completed screenings, reports for individual children (e.g., Information Summaries), and reports for multiple children. The Forms include for example but are not limited to letter templates, consent forms, and introductory forms and cover sheets.

Archiving Child and Caregiver Data

If for any reason you desire to make a Child Profile or a Caregiver Profile inactive (e.g., the family moves out of the Account's area) but wish to retain the Child or Caregiver Data for viewing and reporting purposes, you may elect to archive the Child Profile, Caregiver Profile, and associated Screenings ("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 reports of Child Data across multiple children. Brookes Publishing Co. does not use Archived Data in any way different from the way it uses active Child and Caregiver Data.

Deleting Child and Caregiver Data

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

Brookes Publishing Co. does not retain Deleted Data, nor can we recover or restore Deleted Data. Before deleting a Child Profile or Caregiver Profile, you may elect to export the Child Profile, Caregiver Profile, and associated Child and/or Caregiver Data from the system at no charge by contacting implementation@brookespublishing.com for assistance.

Using Child Data for Research to Improve ASQ

The authors of the ASQ product suite ("Authors") are early interventionists, researchers, and educators engaged in ongoing work to improve ASQ to better enable them to advance developmental screening and better serve young children and their families. Brookes Publishing Co. and the Authors may use Child and Caregiver Data that have been stripped of all personally identifying information about individual children, individual caregivers, Authorized Users, ASQ Family Access Authorized Users, organizations, and programs ("De-identified Data") for research purposes.

From time to time, Brookes Publishing Co. and/or the Authors, 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 Publishing Co. nor the Authors will rent or sell the De-identified Data under any circumstances.

Feedback Data

Brookes Publishing Co. encourages Authorized Users to provide feedback on their Use of the Site, Service, and Support by emailing implementation@brookespublishing.com or using the feedback form ("Feedback Form")

provided at www.asqonline/feedback. The Authorized User's feedback and any personally identifiable information contained within (e.g., name, e-mail address) are used by Brookes Publishing Co. only for purposes directly related to responding to the Authorized User.

Termination of Subscription

If a subscribing organization elects to terminate its Account (see **Terms of Use**), all User Data, Child Data, and Caregiver Data will be deleted from the ASQ Online database ("Terminated Data"). Brookes Publishing Co. does not retain Terminated Data, nor can we recover or restore Terminated Data. Before terminating your account, you may elect to export your data from the system at no charge; contact implementation@brookespublishing.com for assistance.

If a subscribing organization allows its account to expire but does not notify Brookes Publishing Co. 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 terminate its Hub, its links to ASQ Pro and/or ASQ Enterprise Accounts will be suspended by Brookes Publishing Co., 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 ASQ Linking Agreement among the Hub Holder, Account Holder, and Brookes Publishing Co. be terminated, the linked Account must notify the Hub Holder as well as Brookes Publishing Co. 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 Tier 1 (DDoS protected, SAS 70) data center that provides managed hosting of ASQ Online, 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.

ASQ Family Access Authorized Users do not receive access to the Site but are given access to a secure web page provided by an Authorized User. All data entered by ASQ Family Access authorized users are encrypted during transmission via Secure Sockets Layer (SSL).

Brookes encourages ASQ Online 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 ASQ Online Administrator at your organization immediately. ASQ Online provides a secure automated mechanism for re-issuing usernames and passwords for Authorized Users in the event they are lost or forgotten. If an ASQ Online Administrator loses or forgets his or her username or password, he or she should contact Brookes Publishing Co. immediately.

Please refer to the ASQ Online End User License Agreement and the **Terms of Use**, which include sections on user access, restrictions on use, and access limitations. If you are a subscriber to ASQ Family Access or ASQ API, please also refer to the ASQ Family Access End User License Agreement and the ASQ API Terms of Service Agreement.

Data Security

Brookes Publishing Co. 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 Publishing Co. also encourages ASQ Online Program Administrators to keep regular hard-copy records of data. Should your subscription be cancelled or terminated and you wish to collect the data you have entered into the system, please e-mail implementation@brookespublishing.com within no more than six (6) months of the termination or cancellation of your subscription.

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 Publishing Co. 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 Tier 1 (DDoS protected, SAS 70) 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 our customers' 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 Publishing Co. 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 Publishing Co. is not responsible for the accuracy or completeness of the content or the privacy practices of other sites we may link to. We encourage users to be aware when they leave our 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 Publishing Co.

MAINTAINING, CORRECTING, AND UPDATING INFORMATION

Authorized Users of the Site are responsible for creating and managing all User Data, Child Data (including completed questionnaires or screenings ["Screens"]), 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 Profile(s) and Caregiver Data stored in the Caregiver Profile(s). If you need assistance modifying Child Data or Caregiver Data, contact your organization's ASQ Online Administrator or use the help and technical support options available on the Site after logging in. All users should note that Screens that have been finalized in ASQ Online are no longer modifiable.

ASQ Family Access Authorized Users are not able to update or correct personal or other information they have submitted via ASQ Family Access. Should ASQ Family Access Authorized Users want or need to change information, they need to contact an Authorized User with their request.

INFORMATION FROM CHILDREN

Brookes Publishing Co. respects the sensitive nature of children's privacy online. The Services offered on this Site are intended to be used by early interventionists, home visitors, social workers, teachers, administrators, physicians, nurses, specialists, child care providers, parents and guardians, 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, we will promptly notify the subscribing organization's ASQ Online 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 ASQ Online Authorized User, you must be aware of your obligations under, and respect the terms of, this law. For more information on FERPA, follow this link: <http://www.ed.gov/policy/gen/guid/fpco/ferpa/index.html>

HIPAA and HITECH: The Health Insurance Portability and Accountability Act (HIPAA) was enacted by Congress in 1996 and 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 by Congress as part of the American Recovery and Reinvestment Act in 2009 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 ASQ Online, you provide data while using the Site and Services that are protected under these acts, then Brookes Publishing Co. may qualify as a Business Associate of your organization. As a Business Associate, Brookes Publishing Co. will enter into a Business Associate Agreement with any Covered Entity who is an Authorized User of

ASQ Online. If you believe this applies to you, please contact implementation@brookespublishing.com.

LEGAL DISCLAIMER

Although Brookes Publishing Co. 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. We take 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 Lisa Brack at 410-337-9580, ext. 147, lbrack@brookespublishing.com, or P.O. Box 10624, Baltimore, MD 21285-0624, U.S.A.