

Privacy Policy

Policy Statement

Comm Unity Plus Services Ltd recognises the importance of protecting the privacy and rights of individuals in relation to their personal information.

We respect individuals' right to protection of their personal information under the Commonwealth *Privacy Act 1988* and we comply with all of the requirements in respect to the collection, management and disclosure of personal information.

It is important to note all program areas of commUnity+ maintain client data and information securely and separately. Client data for each program area is separate and only accessed by the relevant authorised staff of that particular program and is not shared with other staff in the organisation. This includes but is not limited to: Brimbank Melton Community Legal Centre (BMCLC), the Education Program (Registered Training Organisation (RTO) TOID 3755), and the Child Contact Service (CCS).

Child Safety Statement

Comm Unity Plus Services Ltd commits to the safety of children and young people in all that we do. It is the responsibility of all members of our team.

We understand that we have a responsibility to uphold the safety and wellbeing of children and young people who come in contact with us, our team and services. Their safety and wellbeing will always be our first priority.

We will always act promptly when we learn that a child is at risk.

Purpose

The purpose of this document is to provide a framework for commUnity+ with respect to the collection, management and disclosure of personal information.

Authorisation and Responsibility

Level	Position
Authorisation	Board
Responsibility for implementation	CEO

Scope

This policy applies to all Board members, employees, volunteers, consultants, and contractors. The policy will be displayed on the commUnity+ website.

Policy

commUnity+ collects and administers a range of personal information for the purposes of delivering services to the community. The organisation is committed to protecting the personal information it collects, holds, and administers.

commUnity+ recognises the right of individuals to have their personal information collected, used, managed, and stored in ways that they would reasonably expect – protected on one hand, and made

accessible to them on the other. These privacy values are reflected in and supported by our core values and philosophies.

commUnity+ is bound by the *Privacy Act 1988* (and the recent amendments made to that Act by the *Privacy Amendment (Enhancing Privacy Protection) Act*), the *Privacy and Data Protection Act 2014*, as well as other laws which impose specific obligations when it comes to handling information. This includes but is not limited to the *Family Violence Information Sharing Scheme* and *Child Information Sharing Scheme*.

In broad terms this means that we:

- collect only information which the organisation requires for its primary function;
- ensure that stakeholders are informed as to why we collect the information and how we administer the information gathered;
- use and disclose personal information only for the primary purpose of collection, a directly related purpose, or for another purpose with the person's consent to that use or disclosure;
- store personal information securely, protecting it from unauthorised access; and provide stakeholders with access to their own information, and the right to seek its correction (*Children's Contact Service exempt, refer CCS Privacy Policy*).

Collection

We only collect information that is necessary for the performance and function of commUnity+. We will notify stakeholders about why we collect the information and how it is administered in specific written privacy collection statements for each program area.

We will notify stakeholders that their personal information is accessible to them (*Children's Contact Service exempt, refer CCS Privacy Policy*).

Consent

No personal information of a client will be collected without first gaining the client's consent. Client consent is completely voluntary and can be withdrawn at any time.

Withdrawal of consent means that no future information will be recorded after the client's consent has been withdrawn. However, if consent for commUnity+ to collect personal information is denied, we may not be able to provide services to that individual.

Use and Disclosure

We collect, hold, use and disclose stakeholders' personal information for the following purposes:

- to deliver our services;
- for the administration, planning, service development and quality control of our services;
- to communicate, answer queries and provide information or advice;
- to update our records and keep details current;
- to process and respond to any complaint received by an individual; and
- to comply with any law, rule, regulation, decision or direction of a regulator, or in co-operation with any government authority
- For any other uses we will obtain direct consent from the individual.

Data Quality

We take all reasonable steps to ensure the information we collect is accurate, complete, up-to-date, and relevant to the functions we perform. We may hold stakeholders' personal information in either electronic or hard copy format.

Data Security and Retention

We take all reasonable actions to safeguard the information we collect and store against misuse, loss, unauthorised access, modification or disclosure (except where disclosure is otherwise required by law). We destroy records securely in accordance with relevant legislation and regulatory requirements when no longer required.

Openness

We will ensure staff, volunteers, members of the public, clients and stakeholders are aware of commUnity+ *Privacy Policy* and its purposes. We will make this information freely available in relevant publications and on the organisation's website. Our staff is trained in the appropriate secure collection of personal information and can provide further information to stakeholders on request.

Access and Correction

We acknowledge individuals have a right to seek access to information held about them. (*Children's Contact Service exempt, refer CCS Privacy Policy*)

Clients may request access to any personal information we hold about them at any time by contacting us using the details at the bottom of this policy, or by contacting the manager of the service being accessed. commUnity+ will provide a suitable means of accessing this information, this may include providing photocopies or by allowing access to view the file at one of our sites.

There may be instances where we cannot grant access to the personal information we hold. For example, in situations where granting this access would interfere with the privacy of others or would result in a breach of confidentiality. If this happens, we will give written reasons for the refusal to access.

If clients believe that the personal information, we hold is incorrect, incomplete, misleading or inaccurate, they may request for it to be amended. We will consider if the information requires amendment. If we do not agree that there are grounds for amendment, we will add a note to the personal information stating that the client disagrees with it.

We will not charge for this request to access or for making corrections to personal information.

Anonymity

We will give clients, staff and stakeholders the option of not identifying themselves when completing evaluation forms or opinion surveys.

Disclosing Personal Information to Third Parties

We will only release personal information about a person to another service provider with that person's expressed consent. For personal information to be released, the person concerned must sign a release form.

commUnity+ is required by funding bodies and other regulatory agencies in different program areas to collect personal information on clients and report back this information. In these situations, clients

will be given a specific privacy collection statement detailing which government agency or body is involved and seeking consent to do this.

commUnity+ contracts external organisations for IT support services, data entry services and payroll processing. We may also employ other external organisations in the future. In these situations, individuals whose information will be disclosed to a third party will be advised in writing of the specific details and their consent will be sought. commUnity+ takes all reasonable actions to ensure that these external organisations abide by the standards of this Privacy Policy and the applicable legislation. We do not disclose staff, volunteers, clients or any other individual's personal information to anyone outside of Australia.

We do not use staff, volunteers, clients or any other individual's personal information for direct marketing or disclose any personal information to other organisations for the purposes of direct marketing.

Staff, volunteers, clients, and any other individual's personal information will never be shared, sold, rented or disclosed other than as described in this policy.

Referrals to Other Organisations

commUnity+ staff may refer members of the public or clients to other external organisations or provide information regarding other services available in the community. Our website may contain links to other websites operated by external organisations. In these situations, we make no representations or warranties in relation to the privacy practices of any other party. Staff, volunteers, clients and stakeholders are advised to seek their own information regarding the privacy policies of external organisations we may have given a referral to or information about.

Complaints

Any person who feels their privacy has been breached by Comm Unity Plus Services Ltd can contact us using the contact information below and provide details of the incident so that it can be investigated.

Our procedure for investigating and responding to alleged privacy breaches is:

1. Contain the alleged breach and do a preliminary assessment
2. Evaluate the risks associated with the potential breach
3. Notification of any individuals affected and/or appropriate regulatory bodies
4. Prevent future breaches.

Given the varied nature of privacy breaches, actions will be proportional and appropriate to the specific details of each individual situation.

Privacy breaches are not limited to malicious actions, such as theft or 'hacking', but may arise from internal errors or failure to follow information handling policies that cause accidental loss or disclosure.

We will treat all complaints confidentially and aim to resolve within a timely and appropriate manner.

Review

This policy will be reviewed annually by the GMSS with endorsement by the CEO for approval by the Board to ensure that it continues to comply with relevant state or federal legislation or regulation.

Activities	Frequency
Review	Annually

Related Documents

Legislation:	<ul style="list-style-type: none"> - Privacy Act 1988 (Cth) [Series: C2004A03712] - Privacy and Data Protection Act 2014 - Family Violence Protection Act 2008 - Child Wellbeing and Safety Act 2005
Other Related:	<ul style="list-style-type: none"> - Family Violence Multi-Agency Risk Assessment and Management Framework (MARAM)
Organisational Documents:	<ul style="list-style-type: none"> - Code of Conduct Policy - Grievance Policy - Whistle-blower Policy - Glossary of Terms

Version Control

Version	Code Type	Change	Authorised	Date
1-4	NA	Retired previous versions	Board	8 March 2023
5	POL017	Reviewed and reformatted	Governance Committee	8 March 2023
5.1	POL017	Update after Governance Committee Reviews per March 2023 minutes	Board	17 April 2023

Appendices

Appendix A Privacy Agreement – Staff and Volunteers

As a staff member or volunteer (including students on work experience/placement), working at Comm Unity Plus Services Ltd I understand and agree to the following:

- I have received, read and understood the Privacy Policy.
- I understand my duties and responsibilities towards maintaining the privacy of personal information I have access to in the course working at commUnity+.
- I have a duty not to disclose information relating to the clients, employees, organisational activities or Board Members that has been acquired through working at commUnity+ except as authorised by commUnity+.
- This agreement applies both during and after my period of working at commUnity+.
- I have a duty to prevent any unauthorised and/or any unintentional access to systems, security information or participant information stored in any computer or on file in the course of working at commUnity+.

Name: _____

Signature: _____ Date: _____

Managers Signature: _____ Date: _____