

PRIVACY AND CONFIDENTIALITY

POLICY OWNER

Quality and Compliance Manager (QCM)

1. POLICY

Burnie Brae Ltd and Burnie Brae Travel Connections Ltd recognise and adhere to the Australian Privacy Principles, in accordance with changes commenced 22nd February 2018, under the ***Privacy Act 1988 (Cth)***.

These principles, along with the privacy legislation, set standards for Burnie Brae Ltd and Burnie Brae Travel Connections Ltd workers when collecting, holding, using and disclosing private or sensitive information. All workers must read this policy together with the Australian Privacy Principles guidelines which came into effect April, 2015.

2. OBJECTIVE

To set clear expectations from all workers within Burnie Brae Ltd and Burnie Brae Travel Connections Ltd, regarding the handling and transmission of sensitive (private) information to uphold all aspects of the Australian Privacy Principles under the *Privacy Act 1988 (Privacy Act)*.

3. DEFINITIONS

Throughout this policy, the following definitions apply:

Workers

Refers to paid workers, employed to provide operational management and direct service to Burnie Brae Ltd and Burnie Brae Travel Connections Ltd clients. This policy also includes unpaid workers such as contractors, volunteers and people undertaking a work or study placement.

Client

Refers to a person accessing Burnie Brae Ltd and Burnie Brae Travel Connections Ltd services and/or assistance for any program. This includes past clients, persons making enquiries about Burnie Brae Ltd and Burnie Brae Travel Connections Ltd services and/or persons who may receive services in the future.

Privacy

Refers to workers and clients personally – that is, about his or her body, support needs, family and friends, relationships, lifestyle, home, workplace, belongings, finances and any other areas pertaining to privacy.

Confidentiality

Refers to information (written, spoken and observed) about workers and clients within conversations, file, reports, programs, activities.

4. PRINCIPLES

- i. Burnie Brae Ltd and Burnie Brae Travel Connections Ltd are committed to ensuring the privacy and confidentiality of personal information which is upheld in accordance with the Australian Privacy Principles.
- ii. Burnie Brae Ltd and Burnie Brae Travel Connections Ltd ensures procedures and practices comply with the 13 Australian Privacy Principles described in the *Privacy Act 1988* (Privacy Act).
- iii. Accordingly, as a minimum, the following statements are observed in the creation or implementation of any procedures (including this procedure) or practices at Burnie Brae Ltd and Burnie Brae Travel Connections Ltd:
 1. Open and transparent management of personal information
 2. Anonymity and pseudonymity
 3. Collection of solicited personal information
 4. Dealing with unsolicited personal information
 5. Notification of the collection of personal information
 6. Use and disclosure of personal information
 7. Direct marketing
 8. Cross-border disclosure of personal information
 9. Adoption, use or disclosure of government related identifiers
 10. Quality of personal information
 11. Security of personal information
 12. Access to personal information
 13. Correction of personal information

5. PROCEDURES

APP1 OPEN AND TRANSPARENT MANAGEMENT OF PERSONAL INFORMATION

- i. Clients will be provided a feedback brochure regarding, how to make a complaint about a breach under the Australian Privacy Principles or a registered APP code
- ii. Clients will be able to access through reception a copy of the Australian Privacy Principles in each Burnie Brae Ltd and Burnie Brae Travel Connections Ltd location.

APP2 ANONYMITY & PSEUDONYMITY

- i. Where it is lawful and practicable, individuals will have the option of not identifying themselves when entering into transactions with Burnie Brae Ltd and Burnie Brae Travel Connections.

- ii. Clients may also request to use a pseudonym and may do so where able, when receiving services

APP3 COLLECTION OF SOLICITED PERSONAL INFORMATION

- i. Workers must not collect personal information unless the information is reasonably necessary for functions or activities
- ii. The collection is necessary to prevent or lessen a serious and imminent threat to the life or health of any individual where the individual whom the information concerns
 - a) Is physically or legally incapable of giving consent to the collection
 - b) Physically cannot communicate consent to the collection.
- iii. If the information is collected in the course of the activities of Burnie Brae Ltd and Burnie Brae Travel Connections the following conditions are satisfied:
 - a) The information relates solely to the individuals who have regular contact in connection with its activities
 - b) At or before the time of collecting the information, Burnie Brae Ltd and Burnie Brae Travel Connections undertakes, to the individual the information concerns, they will not disclose any information without the individuals consent. The collection is necessary for the establishment, exercise or defence of a legal or equitable claim
- iv. Burnie Brae Ltd will collect health information about individuals if:
 - a) The information is necessary to provide a health service to the individual
 - b) Required or authorised by or under law
 - c) In accordance with rules established by competent health or medical bodies that deal with obligations of professional confidentiality which bind Burnie Brae Ltd.

APP4 DEALING WITH UNSOLICITED PERSONAL INFORMATION

- i. Workers will not collect unsolicited personal information other than what is reasonable and practicable to do so under APP3. Any unsolicited personal information must be destroyed or de-identified

APP5 NOTIFICATION OF THE COLLECTION OF PERSONAL INFORMATION

- i. Burnie Brae Ltd and Burnie Brae Travel Connections workers will notify clients as soon as practicable about the access, correction and complaints processes, and also the location of any likely overseas recipients of client's information.

APP6 USE OR DISCLOSURE OF PERSONAL INFORMATION

- i. No information is disclosed about an individual without their written consent except:
 - Non-identifying data required by funding bodies and by government departments for planning purposes

- Where disclosure is required or authorised by law (such as court subpoena or staff testifying under oath)
 - Where it is reasonable to believe the disclosure is necessary to prevent or lessen serious threat to the life or health of the client or another person
 - Where it is reasonable to believe the disclosure is necessary for the enforcement of the criminal law or for a law imposing a fine or for the protection of public revenue
 - Within the natural course of business activities including the use of workers names and their position at Burnie Brae Ltd and Burnie Brae Travel Connections within press releases, internal and external newsletters, Burnie Brae Ltd website or other promotional materials.
- ii. Where information is disclosed, it is only used for the purpose for which it was intended
- iii. Burnie Brae Ltd workers who have access to information about any other individual, whether in hard copy, electronic or knowledge, must not disclose or release this knowledge or information unless it is essential for business activities with written approval from the CEO

Prior to granting access to any personal client information, all workers will be required to sign a **Deed of Confidentiality form**

- iv. Information about Burnie Brae Ltd and Burnie Brae Travel Connections business functions or operations such as worker pay rates, specific client groups or operational information held in confidence must not be disclosed without the prior written consent of the CEO
- v. Workers will only use and disclose (with consent) personal information about a client where relevant to provide assistance with exception of:
- Assisting in locating a missing person
 - Establish, exercise or defend a legal or equitable claim, or
 - The purposes of a confidential alternative dispute resolution.

APP7 DIRECT MARKETING

- i. Burnie Brae Ltd and Burnie Brae Travel Connections workers will not disclose personal information for the purpose of direct marketing unless the client has provided authorisation to do so.

APP8 CROSS-BORDER DISCLOSURES

- i. Burnie Brae Ltd and Burnie Brae Travel Connections will ensure no personal information is disclosed 'cross-border' to an overseas recipient until all reasonable steps have been taken to ensure no breaches relating to disclosure of personal information, will occur
- ii. Only the CEO of Burnie Brae Ltd and Burnie Brae Travel Connections may consider the transfer of personal information and only following receipt of individual consent.

APP9 ADOPTION, USE OR DISCLOSURE OF GOVERNMENT RELATED IDENTIFIERS

- i. Burnie Brae Ltd and Burnie Brae Travel Connections workers are prohibited from adopting, using or disclosing a government related identifier unless an exception applies (please see Australian Privacy Principles for further information relating to exceptions).

APP10 QUALITY OF PERSONAL INFORMATION

Burnie Brae Ltd and Burnie Brae Travel Connections Ltd make every effort to ensure personal information collected (used or disclosed) is accurate, complete and up to date.

Information collected is provided from the following source:

- a. Paperwork completed and provided by clients
- b. Client information cross matched with departmental systems
- c. Legally recognised documentation obtained for Police Checks

APP11 SECURITY AND PERSONAL INFORMATION

- i. All information relating to stakeholders and documents whether written, electronic, spoken or observed is to be treated as private and confidential
- ii. Burnie Brae Ltd and its workers must take reasonable steps to protect the personal information it holds from misuse, loss, unauthorised access, modification or disclosure
- iii. All 'hard copy' confidential information relating to stakeholder must be stored in key lockable filing cabinets or cupboard.
- iv. 'Electronic information' is to be stored on a secured network with security permissions applied to folders to allow access to persons with authority to access the particular content within the folder.
- v. Burnie Brae Ltd will take reasonable steps to destroy or de-identify personal information if the information no longer needs it for any authorised purpose, except in the following exceptions:
 - The personal information is contained in a Commonwealth record, or
 - Burnie Brae Ltd is required by or under an Australian law or a court/tribunal order to retain the information

11.1 Data Security

Burnie Brae Ltd and Burnie Brae Travel Connections Ltd have implemented frequent Information Technology (IT) health checks to ensure the safeguard of data and systems security.

All workers receive Privacy and Confidentiality training via e3Learning and induction. Training outlines the handling and protective requirements of client's personal information from misuse, loss and unauthorised access, modification or disclosure.

Protection of personal information includes:

- a. Securely storing information against unauthorised access
 - b. Setting system permissions based on access 'as needed'
 - c. Business continuity planning in case of emergency situation
 - d. Daily IT backup to ensure no information loss
 - e. Suitably qualified IT staff to manage systems integrity
 - f. System audits to scrutinise data protection and accuracy
 - g. IT host organisation ISO accredited
 - h. Workers sign a confidentiality agreement to uphold clients privacy
- i. All information relating to stakeholders and documents whether written, electronic, spoken or observed is to be treated as private and confidential.
 - ii. All 'hard copy' confidential information relating to stakeholder is stored in key lockable filing cabinets or cupboard.
 - iii. 'Electronic information' is stored on a secured network with security permissions applied to folders to allow access to persons with authority to access the particular content within the folder.
 - iv. Burnie Brae Ltd and Burnie Brae Travel Connections Ltd take reasonable steps to ensure the protection of personal information security through:
 - a) Governance, culture and training
 - b) Policies and Procedures and systems
 - c) ICT security
 - d) Access security
 - e) Third party providers (including cloud computing)
 - f) Protection of data breaches
 - g) Physical security
 - h) Destruction and de-identification
 - i) Standards

11.2 Notifiable Data Breaches Scheme (NDBS)

- i. Upon discovery of any identifiable personal information security breaches within Burnie Brae Ltd and Burnie Brae Travel Connections Ltd, the Chief

Executive Officer (CEO) and Quality and Compliance Manager (QCM) must be notified immediately by the service Manager.

- ii. The QCM will investigate all breaches where individuals are likely to be affected or the breach is likely to result in serious harm.
- iii. The QCM will provide a report to the CEO within 3 business days, following notification of the breach discovery with the following information:
 - a. The type of breach (unauthorised access, unauthorised disclosure of personal information or loss of personal information)
 - b. How the breach is likely to result in serious harm to one or more individuals
 - c. If the breach is unable to be contained and is likely to result in a serious risk, even with remedial action.
- iv. The QCM will consider the following information when investigating the type of breach and serious harm.
 - a) Sensitivity of the information
 - b) Number of security measures protecting the information
 - c) Persons or kinds of persons who have obtained the information
 - d) Whether those persons could circumvent security technology
 - e) Nature of the harm
 - f) Other relevant considerations.
- v. Data collected by the QCM will be documented using the **Serious Harm Checklist**. Assessment by the QCM will include corrective recommendations to mitigate any breach type. A detailed report of the investigative report findings and corrective recommendations will be presented to the CEO for further consideration.

The Serious Harm Checklist will include:

 - a) Type/s of information accessed or lost
 - b) Circumstances of the breach
 - c) Nature of the harm that could result
- vi. The CEO will review the investigative report, corrective recommendations and Serious Harm Checklist to determine if any further inclusions or recommendations are required.
- vii. The QCM will report the Notifiable Data Breach (NDB) to the **Australian Information Commissioner** and any affected parties, along with any corrective action within **30 days** from discovery of the breach.

APP12 ACCESS TO PERSONAL INFORMATION

Clients have the right to request or view their file at any time

- i. All requests must be in writing and forwarded to the Manager of the associated program for actioning
- ii. The Manager will consider all requests made by clients and their requesting representatives and should there be no eminent health risk to the client, information will be provided
- iii. Should the Manager identify a risk to a client's mental health or other physical injuries that may arise following the disclosure of information from a client's file to a client, this particular information may be withheld
- iv. Burnie Brae Ltd and Burnie Brae Travel Connections Ltd reserve the right to invoice for the cost of providing a client file to clients and or their representatives, this does not include a cost to amend incorrect records on behalf of the client
- v. Burnie Brae Ltd and Burnie Brae Travel Connections Ltd will provide personal information to clients in a timely manner upon authorised request in the manner the client has requested at a cost to the client (except in the case relating to corrections)

APP13 CORRECTION OF PERSONAL INFORMATION

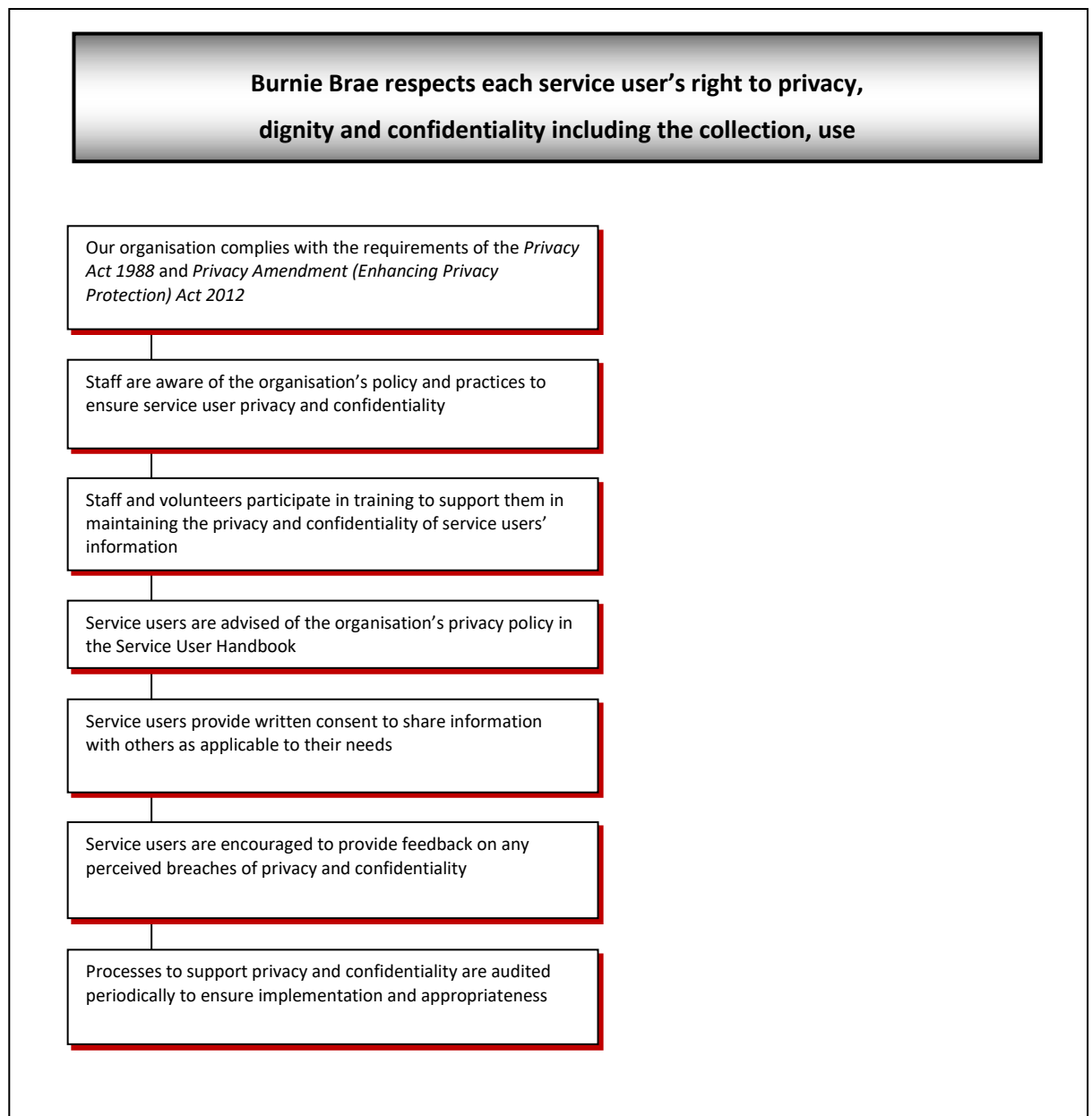
Burnie Brae Ltd and Burnie Brae Travel Connections workers, will take reasonable steps to correct any personal information held, to ensure accuracy, up to date, complete, relevant and not misleading information is held for the purpose in which it is held or intended.

6. SENSITIVE INFORMATION

Burnie Brae Ltd and Burnie Brae Travel Connections Ltd will not collect sensitive information about an individual without consent.

Further to the collection of sensitive information, Burnie Brae Ltd and Burnie Brae Travel Connections Ltd, will not release any information in relation to a relevant individual unless required to do so under Privacy Principal 9 stipulations.

7. WORKFLOW – to be updated should Board approve



7. REFERENCES

Australian Privacy Principles (APP)

Privacy Amendment (Enhancing Privacy Protection) Act 2012 (Cth)

Australian Privacy Principles and National Privacy Principles – Comparison Guide, April 2013

8. RELATED FORMS and DOCUMENTS

Carer Information Sheet

Clients Rights and Responsibilities Fact Sheet

Deed of Confidentiality

Burnie Brae Travel Contract

9. RELATED POLICIES

Anti-Discrimination

Cultural & Linguistic Diversity

Records Management