

User Agreement – ACSO Penelope System

Individual user (To apply for an Individual Login, please complete application form online:

<https://www.acso.org.au/professional-referrals/penelope/>)

Introduction:

1. Australian Community Support Organization Inc (“ACSO”) uses a software program called Penelope Case Management (“Penelope”) to manage its cases.
2. The User is granted access to Penelope on condition of abiding the terms of this User Agreement as amended by ACSO from time to time and as appears on the ACSO’s website www.acso.org.au
3. Access to Penelope may be suspended or cancelled by ACSO at any time with or without cause.

Terms:

1. Access to Penelope is granted to the User to enable the User to access Confidential Information and Personal Information about clients. For the purposes of this User Agreement:
 - a. Confidential Information is information identified as confidential at the time of its disclosure or information that ought to reasonably be considered confidential based on its content, nature or the manner of its disclosure; and
 - b. Personal Information is information or opinions about a reasonably identifiable individual. This definition includes sensitive information which is defined as information or an opinions about an individual that includes race or ethnic origin, offending history, sexual preference, religious beliefs or affiliations or health information.
2. The User must not access Penelope other than for the purpose of performing official duties as defined by the relevant protocol documents published by the respective Governing bodies and Partner Agencies including, but not limited to the [COATS - Community Correctional Services & Drug Treatment Services Protocol](#)¹ and [Collaborative Practice Framework](#)² (docx, 1.18 MB).
3. The User must not disclose Confidential Information and Personal Information obtained by using Penelope unless expressly permitted to do so by ACSO or required or authorized by law to do so.
4. ACSO undertakes periodic auditing of use and access to ensure compliance.
5. ACSO will remove access from client files after a period of 3 years.
6. The User must maintain effective security measures to prevent unauthorized use and disclosure of Confidential Information and Personal Information in Penelope. This includes:
 - a. not disclosing log-in details to any person
 - b. setting a new password as every 30 days as prompted by the Penelope system
 - c. not exporting, downloading or otherwise copying Confidential Information or Personal Information from Penelope unless absolutely necessary for the performance of official duties. Any duplications (such as print outs or digital copies) must be secured and destroyed when no longer necessary
 - d. not accessing Penelope from public spaces; i.e., a café or co-working space
 - e. not leaving the laptop or device used to access Penelope unattended while access is open
 - f. only accessing Penelope from devices issued by their employer and not from personal devices.
7. The User or a representative from their employer must inform ACSO within 3 business days if the User ceases employment or no longer requires access to perform their duties and ACSO will deactivate the User’s account.

¹ <https://www.health.vic.gov.au/publications/coats-community-correctional-services-drug-treatment-services-protocol>

² <https://www.health.vic.gov.au/sites/default/files/migrated/files/collections/policies-and-guidelines/c/collaborative-practice-framework.docx>

8. The User acknowledges their Penelope User Account will be deactivated if not accessed in within 60 days. Users must contact ACSO through the Penelope support channel to reactivate their account.
9. The User must report any actual or suspected security incidents related to Penelope (such as a data breach, lost device or hacking) to ACSO as soon as possible and within 3 business days.
10. The User must take due care and diligence when entering information into Penelope to ensure information about clients is accurate, complete and up-to-date.
11. The User must read ACSO's Privacy Policy available on its website and handle Confidential Information and Personal Information accessed or obtained through the use of Penelope according to ACSO's Privacy Policy.

Collection statement: ACSO is collecting information about you in this form to contribute to its privacy and data security measures. Due to the clients and information we work with, we take privacy seriously. Information provided by me to ACSO in this User Agreement may be uploaded by ACSO onto Penelope's bluebook (which is a contact list). Such information may be accessible to ACSO's internal staff and any other Users who share the same client with ACSO and is also granted access to Penelope. If you do not agree to this User Agreement, you will not be granted access to ACSO's Penelope System. Information about your access, correction and complaint rights are in our Privacy Policy on our website.

Effective: 01/07/2023