

# Queensland Homelessness Information Platform (QHIP)

## POLICY

Effective date: March 2014



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## 1 Purpose

QHIP is used to manage referrals to specialist homelessness services through a centralised database that enables service providers to access client information without the need for clients to have to repeat their story to multiple service providers in order to receive assistance.

QHIP will enable people experiencing homelessness to more readily access, and move through, the homelessness service system and enable service providers to:

- provide improved services and pathways for clients;
- reduce the number of referrals
- enable clear, transparent and consistent processes for client prioritisation
- enable a consistent approach to initial assessment across the service system
- provide efficient yet secure processes to share client assessment information.

As a funded specialist homelessness service, You are required to comply with this Policy pursuant to your Service Agreement.

## 2 Definitions

(a) In this Policy, unless the context otherwise requires, the following definitions will apply:

“Data” means any data, information and associated details, including confidential information and personal information.

“Our Online Systems” means the QHIP system of equipment, programs and Data, which can be accessed via the internet which the Department may direct You to use in the course of providing Services at any time during the Term.

“Queensland Homelessness Information Platform (QHIP)” means the Department’s system of equipment, programs and Data, which can be accessed via the internet and which allows for client assessment, prioritisation and referral of people who are homeless, at risk of homelessness or escaping domestic and family violence whilst also capturing real time information about vacancy and capacity information of specialist homelessness services across Queensland and any updates, new releases or replacements which the Department may make available from time to time.

“Queensland Homelessness Information Platform Service Coordination Protocol (QHIP Protocol)” means a departmental protocol which provides information for specialist homelessness services and domestic and family violence services on the use of QHIP.

“Queensland Homelessness Information Platform Terms and Conditions (QHIP Terms and Conditions of Use)” means the terms and conditions located on the department’s website.

“Queensland Homelessness Information Platform Practice Guidelines (QHIP Guidelines)” means a departmental guideline that outlines the procedures, obligations and responsibilities of specialist homelessness services and domestic and family violence services in relation to the use of QHIP.

“Services” means the services as described in your organisation’s Service Agreement.

(b) Other capitalised words and expressions used in this Policy are defined in your organisation’s Service Agreement.

### 3 Your Obligations

- (a) You are required to use Our Online Systems in carrying out your Services.
- (b) Our Online Systems are made available to You only in accordance with this Policy, the QHIP Protocol and QHIP Guidelines, and the QHIP Terms and Conditions of Use.
- (c) You must use Our Online Systems and information obtained from those systems only for the purpose of providing the Services and only in accordance with this Policy, the QHIP Protocol and QHIP Guidelines and the QHIP Terms and Conditions of Use.
- (d) You must comply with the QHIP Protocol and the QHIP Guidelines, and the QHIP Terms and Conditions of Use along with any other protocols, guidelines, procedures, frameworks and/or any written directions the Department gives You regarding the use of Our Online Systems including, password and security requirements prescribed in the QHIP Protocol.
- (e) You must comply with Our Online Systems in accordance with the terms contained in your organisation's Service Agreement.
- (f) You must ensure that your employees comply with the obligations listed in this Policy.

### 4 Your Employees

- (a) You must ensure that access to Our Online Systems is restricted to those employees who are registered authorised users, as provided in the QHIP Protocol, approved by the Department.
- (b) You must ensure that your registered authorised users do not access or use Our Online Systems or disclose information obtained from those systems other than in the performance of their duties.
- (c) The registered authorised user is solely responsible and liable for any use whatsoever of their username and password, whether authorised by the registered authorised user or not.
- (d) Access to QHIP is subject to all employees, who may be nominated by the authorised approver to access QHIP (see requirements in the QHIP Protocol), undertaking departmental training on the use of QHIP.
- (e) You must ensure that your registered authorised users understand your organisation's obligations under the Information Privacy Act 2009, the QHIP Protocol and the QHIP Guidelines and the QHIP Terms and Conditions of Use.

## 5 Undertaking

- (a) The Department may, at any time, require You to give, and for You to arrange for your employees that are registered authorised users to give, written undertakings in a form reasonably required by the Department relating to the use and access to Our Online Systems under this Policy.

## 6 You will notify us

- (a) You must notify the Department immediately in writing if You know or suspect that Our Online Systems or information obtained from those systems has been accessed by unauthorised persons or used for unauthorised purposes.

## 7 Minimum System Requirements

- (a) Our Online Systems use internet technology. It is your responsibility to meet the technology requirements in relation to use of the QHIP. The minimum system requirements are versions 7.0 or later of Microsoft Internet Explorer. Some features of the QHIP (including high-strength 128 bit SSL encryption) may not work if your browser does not meet the minimum system requirements. The technology requirements may vary from time to time.
- (b) You are encouraged to take appropriate precautions to ensure that whatever is accessed, downloaded, used, stored or distributed using Our Online Systems is free of viruses or other contamination that may interfere with or damage your computer system, software or Data.
- (c) You warrant that so far as the performance of Our Online Systems relies on the functioning or operation of any aspect of equipment or software owned or used by You, that equipment and software will not adversely affect the operation of any of our equipment or software.

## 8 Accuracy, Completeness and Currency of Data

- (a) The Department makes no statement, representation or warranty about the accuracy, completeness or currency of Our Online Systems, including Data contained in Our Online Systems.
- (b) You are solely responsible for any information or Data uploaded, downloaded or otherwise communicated via your use of Our Online Systems.
- (c) You must ensure that any information You or your registered authorised users post in Our Online Systems is accurate and updated as often as practicable and as appropriate to the Service.

## 9 Security Requirements

- (a) Use of Our Online Systems is restricted to the registered authorised users approved by the Department.
- (b) You must notify the Department immediately in writing where a registered authorised user no longer requires access to Our Online Systems because their employment has been terminated or their duties have changed, or any other reason.
- (c) You must ensure all Data and our material (including Data) accessible by You is protected at all times from:
  - (i) unauthorised access or use;
  - (ii) unauthorised disclosure;
  - (iii) use by a third party; and
  - (iv) misuse or unauthorised damage or destruction by any person
- (d) The physical environment from which Our Online Systems are accessed should feature:
  - (i) access control;
  - (ii) physical barriers to deter or delay unauthorised entry; and
  - (iii) security monitoring systems to report or detect unauthorised entry.
- (e) Where the security of your premises or systems has been breached and there is a possibility that Data or our material (including Data) may have been compromised, You must report the incident to the Department immediately upon becoming aware of the breach.
- (f) The Department makes no statement, representation or warranty that Our Online Systems are free of infection by computer viruses or other contamination, or that Our Online Systems are or will be continuous, fault-free or secure at all times.

## 10 Variation or Discontinuance of Our Online Systems

- (a) The Department may decide at its discretion to release updates to Our Online Systems from time to time, or to discontinue Our Online Systems. It is your responsibility to ensure that You use the most current version of Our Online Systems and that You do not continue to use Our Online Systems if it is discontinued.
- (b) The Department has the right to change or discontinue any or all features of Our Online Systems, including content, hours of availability, and/or equipment required for access at any time, for any reason. Any such change or discontinuance will be effective immediately upon this website being updated to reflect the change or discontinuance.
- (c) The Department will endeavour to notify You of any change to or discontinuance of any feature of Our Online Systems.
- (d) The Department may cease to provide You and your registered authorised users access to Our Online Systems at any time (with or without prior notice).

- (e) The Department will not be liable to pay any compensation or other amount as a consequence of the Department exercising its rights under this clause.

## 11 Suspension of Access

- (a) The Department may suspend your access to any of Our Online Systems at any time if the Department considers it necessary (acting reasonably) for any reason, including (without limitation):
  - (i) because of any breach or suspected breach of this Policy or any other clause of the Service Agreement;
  - (ii) unauthorised or inappropriate use by You or your employees of Our Online Systems;
  - (iii) to perform system maintenance, upgrades or repairs; and/or
  - (iv) if the Department exercises its right to change or discontinue any or all features of Our Online Systems under section 9.
- (b) The Department will not be liable to pay any compensation or other amount as a consequence of the Department exercising its rights under this clause.

## 12 Disclaimer

- (a) The Data is provided solely on the basis that You are responsible for making your own assessment of Our Online Systems including its suitability for any particular purpose. You are advised to verify all relevant representations, statements and information, and the accuracy, completeness and currency of all Data contained in Our Online Systems.
- (b) The Department disclaims all responsibility and liability (including without limitation, liability in negligence) for all expenses, losses, damages and costs that You or any third party might incur, whether arising directly or indirectly from the use, download, reproduction or storage of, or access to, our material (including Data), or part thereof, from Our Online Systems, including by reason of any Data being inaccurate, incomplete or out of date or as a result of any loss of Data, delays, non-deliveries, service interruptions, technical difficulties or transmission of viruses.

## 13 Indemnity

- (a) In this clause 12 “claim” includes any claim, action, proceeding, demand, liability, obligation, costs (including legal costs), losses, damages and expenses, including those arising out of the terms of any settlement.
- (b) You release, discharge, indemnify and keep indemnified, the Department and its officers, employees and agents from and against any claim which may be brought against or made upon or incurred by any of them in connection with any:
  - (i) download, use, reproduction or storage of, or access to, Our Online Systems, or
  - (ii) breach by You, or your employees of this Policy, QHIP Protocol, QHIP Guidelines, QHIP Terms and Conditions of Use, or any other clause of your Service Agreement;

(iii) negligent or unlawful act or omission by You, or your employees.

Your liability to provide indemnity under this clause will be reduced proportionately to the extent that the claim is due to the negligent or unlawful act or omission of the Department.

## **14 Information Privacy/Right to Information/Recordkeeping**

- (a) You acknowledge that by accessing and using QHIP, your organisation must comply with the clauses contained in your Service Agreement under the headings the 'Protection of Personal Information' and 'Recordkeeping'.
- (b) The Service Agreement requires You to comply with Parts 1 and 3 of Chapter 2 of the Information Privacy Act 2009 in relation to your obligations under the Service Agreement as if you were the Department.
- (c) All Right to Information and Information Privacy applications received by You must immediately be forwarded to the Department for processing at [righttoinformation@hpw.qld.gov.au](mailto:righttoinformation@hpw.qld.gov.au).