

**AMENDMENT TO THE
AGREEMENT BETWEEN**



Te Kaporelhana Awhina Hunga Whara

ACCIDENT COMPENSATION CORPORATION

AND



**MINISTRY OF
SOCIAL DEVELOPMENT**
Te Manatū Whakahiato Ora

THE MINISTRY OF SOCIAL DEVELOPMENT

ACC-MSD WEEKLY COMPENSATION MATCH

**PRIVACY ACT 1993 s99
ACCIDENT COMPENSATION ACT 2001 s281**

AMENDMENT TO THE AGREEMENT BETWEEN ACCIDENT COMPENSATION CORPORATION (ACC) AND THE MINISTRY OF SOCIAL DEVELOPMENT (MSD) ACC-MSD WEEKLY COMPENSATION MATCH

This amendment to the agreement between the Accident Compensation Corporation (ACC) and the Ministry of Social Development (MSD) ACC-MSD Weekly Compensation Match is made on the 3rd day of June 2016 between, the Chief Information Officer of the Accident Compensation Corporation and the Deputy Chief Executive, Service Delivery, of the Ministry of Social Development.

1. BACKGROUND

Information matching provided for by the Agreement between ACC and MSD ACC-MSD Weekly Compensation Match ("the Agreement") was first implemented in November 2005. The Agreement is the information Matching Agreement required by section 99 of the Privacy Act 1993.

To effectively describe the online transfer process and the security features, this variation to the Technical Standards Report to the Agreement is made in accordance with clause 4(4) of Schedule 4 of the Privacy Act 1993 (the information matching rules).

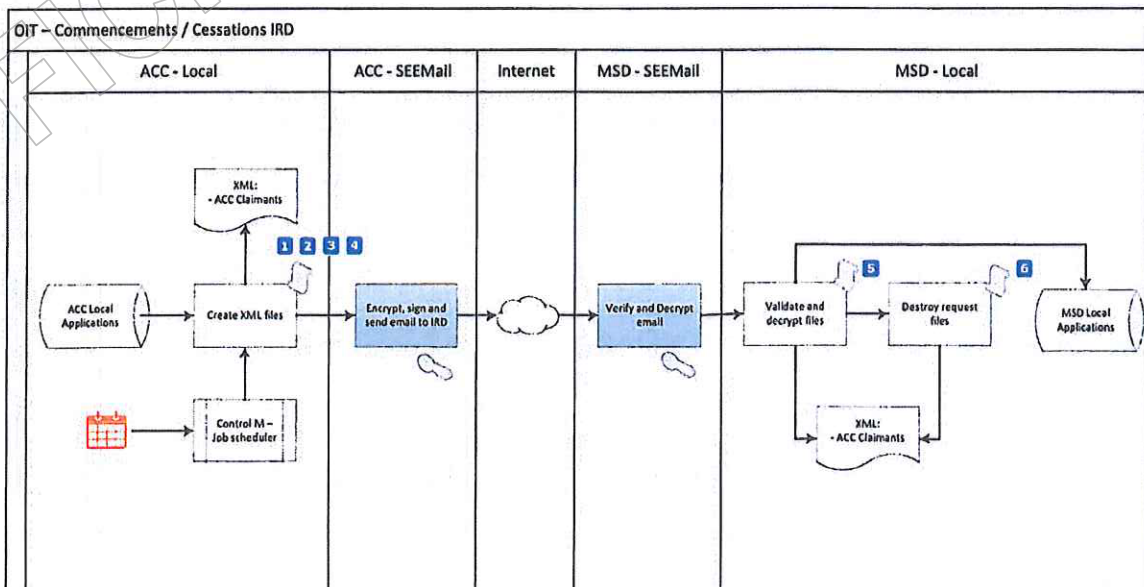
2. AMENDMENT/VARIATION TO THE TECHNICAL STANDARDS REPORT, SCHEDULE II OF THE AGREEMENT

2.1 In the Technical Standards Report, Schedule II of the Agreement, replace the heading of clause 4.2 (Privacy Commissioner Approval Conditions) with:

4.2 Automated Online Process

2.2 Add the following as a new paragraph 1 in clause 4.2:

"The following logical diagram outlines the end to end process and key components as of 1 December 2015:



- ACC uses an extraction script (1 & 2) that is prompted through a monthly scheduled job in Control-M databases weekly on a Sunday (3). The XML files are zipped and sent to MSD via SEEMail (4).
- The inbound XML files are received and decrypted by MSD, before being processed in line with the XML maps (5). MSD automatically remove the import files at the end of the import procedure (6).”

2.3 Delete current paragraph 1 of clause 4.2 and replace with:

“2. MSD will be responsible for ensuring that:

- (a) Both MSD and ACC use the New Zealand Government SEEMail system for all transfers of information.
- (b) Both MSD and ACC update the new versions of the SEEMail system as they become available.
- (c) The data extraction programs and other processes associated with the transfers ensure that only information relevant to the programme is exchanged.
- (d) Transfers of data will be performed in accordance with the specifications contained in the Technical Standards Report.
- (e) The performance and use of the online transfer systems is cooperately audited to check compliance with this approval. The results of the audit are to be reported to the Privacy Commissioner by 30 September 2018 with the explanation of steps taken to remedy any problems that the audit may reveal.

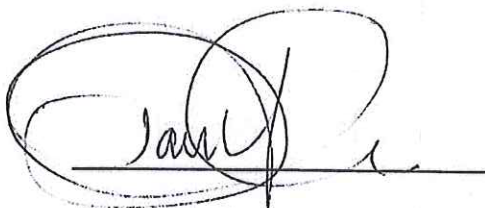
2.4 Delete paragraph 2 of clause 4.2.

3. MSD TO APPEND VARIATION REPORT TO ORIGINAL REPORT AND PROVIDE COPY TO THE OFFICE OF THE PRIVACY COMMISSIONER

3.1 MSD will append this signed Variation Report to the original Technical Standards Report and provide a copy of the Variation Report as soon as possible to the Office of the Privacy Commissioner.



Ruth Bound
Deputy Chief Executive,
Service Delivery
on behalf of the
Ministry of Social Development
I have a delegation under section 41
of the State Sector Act 1988 to sign for MSD



Paul Jepson
Chief Information Officer
on behalf of the
Accident Compensation Corporation

Date: 7/6/16

Date: 3/6/16.

APPENDIX A

**VARIATION TO THE TECHNICAL STANDARDS
REPORT**

Between

ACCIDENT COMPENSATION CORPORATION

And the

MINISTRY OF SOCIAL DEVELOPMENT

For the

ACC – MSD WEEKLY COMPENSATION MATCH

Privacy Act 1993 s99

Injury Prevention, Rehabilitation and Compensation Act 2001 s281

February 2016

Schedule 1: Technical Standards Report

1 Key Terms and Their Definitions

In addition to terms defined in this Agreement, in this Technical Standards Report:

"AIMOS" means the Automated Information Matching Operating System and is a case management tool that assists MSD to process its Authorised Information Matching Programmes.

"Extract Period" means the period since the last valid Information Match up until the previous Sunday in the case of routine weekly Programmes, or the period requested by MSD in the case of ad hoc requests.

"IAP" means the Information Analysis Platform that holds replicas of the data from core MSD application systems.

"Information Comparison" means the procedure described in clause 3.3 of this Technical Standards Report

"Match" means an individual Beneficiary's information held by MSD corresponds with information supplied by ACC about that same person;

"NDMC" means the National Data Match Centre.

2 Relevance, Timeliness and Completeness of Information

2.1 Relevance of Weekly Compensation Information

The receipt of Weekly Compensation by a Beneficiary may affect the qualification of the Beneficiary receiving an entitlement or receiving the entitlement at a specific rate. The information provided by ACC is the minimum amount necessary to ensure the reliability of the Programme.

2.2 Timeliness of Weekly Compensation Information

2.2.1 Claims included

A claim may not be fully established by ACC for a period of up to two months from the date that the claim was made. During this period the claimant may receive interim payments until their circumstances are fully established.

Once the claimant's status has been fully established the data matching process will then be able to be undertaken. In order to ensure that the claimant has been fully established the initial data exchanged will occur at the end of the two month period.

The following claims will be included in the match data extracted by ACC

Two-Month Anniversary

A claim where the two-month anniversary date from when the payment for the claim was first made occurs within the extract period and the claim is still current. This will exclude claims that have been reviewed by MSD's Central Processing Unit (CPU) and a subsequent payment made by ACC to MSD.

Expired/Ceased during Extract Period

A claim where there has been no payment made to the claimant for a period of 6 weeks.

Annual Anniversary

A claim where the (annual) anniversary date of the first payment for the claim occurred during the Extract Period and the claim is still current.

2.2.2 Payments Included

If a claim has been selected according to the claim criteria above, the following payment information is to be included in the file.

Specifically, if Weekly Compensation was paid between the First Payment Date and the Last Payment Date, inclusively, then the associated payment data is to be included in the file.

Criteria for Claim Inclusion	Period of Payment Data		Length of Period
	First Payment Date	Last Payment Date	
Two-Month Anniversary	The date of first payment of claim, e.g., 15 March 2005.	The two calendar month anniversary date if a payment occurred on that date otherwise the date of the payment that was made just prior to that date, e.g., 15 May 2005 or possibly 13 May 2005.	about 8 to 9 weeks
Expired/Ceased during Extract Period.	The date of the first payment after the (annual) anniversary of commencement of the claim, e.g., 15 March 2005 where 10 March is the anniversary.	The expiration or cessation date of the claim, e.g., 20 June 2005.	at a minimum 1 week but less than 52 weeks
Annual Anniversary	The date of the first payment after the (annual) anniversary of commencement of the claim of the year in passing, e.g., 15 March 2004 where 10 March is the anniversary.	The anniversary date that occurred during the Extract Period if a payment occurred on that date else the date of the payment that was made just prior to that date, e.g., 15 March 2005 or possibly 9 March 2005.	approximately 52 weeks

2.3 Completeness of Weekly Compensation Information

- 2.3.1 ACC conducts checks of the source information contained in its database at the time it is entered into the ACC computer system to ensure that it is complete.
- 2.3.2 The information supplied to MSD will be based on information that is entered on the ACC Databases.
- 2.3.3 Since the last valid Information Match in the case of routine weekly Programmes, or for the period requested by MSD in the case of ad hoc requests.

2.3.4 ACC will make available an updated data file representing 1 week's worth of Weekly Compensation Information at midday each Wednesday.

2.4 Integrity of the Weekly Compensation Information

- 2.4.1 Weekly Compensation Information is drawn from the ACC EOS database.
- 2.4.2 ACC staff will check entries which have potential discrepancies and will also check a random sample of entries.
- 2.4.3 Both ACC and MSD will undertake quality checks on information to be used in the Programme, which may include a manual check on a sample extract from the Matched Information.

2.5 Format of Information

The file will be extracted from the EOS database and made available to MSD in XML format, which is to conform to the e-Gif XNAL standard.

2.6 File Content

Each file will contain the following

Record	Quantity within Test Data File
Checksum	one of
Header	one of
Detail	one for each component of weekly payment meeting criteria
Footer	one of

Header Record:

Fields	Expected Content Format	Details
Extraction Date	Date Time	YYYY-MM-DDT12:00:00 (Date File Extracted)
File Id	Alpha/Numeric	Details of Extraction Parameters (date ranges)
Source Agency	Alpha	ACC
Matching Agency	Alpha	Ministry of Social Development
Information Type	Alpha	WEEKLY COMPENSATION
Security Classification	Alpha	In-confidence
Number of Event Records	Integer	the number of clients recorded in the file
Period covered: From date – To date	Date	YYYY-MM-DD – this should be the start date of the period covered by the extract, or ad hoc.
	Date	YYYY-MM-DD– this should be the end date of the period covered by the extract, or ad hoc

Detail Record:

Field	Max Field Length	Expected Content Format	Comments
First Names (of claimant)		Alpha	If more than one name, each name is separated by 1 space. Mandatory field to be supplied.
Surname (of claimant)		Alpha	Mandatory field to be supplied.
Alias First Names		Alpha	If more than one name, each name is separated by 1 space.
Alias Surname		Alpha	
Birth Date		Date	YYYY-MM-DD
Home Address – Postal, then Residential if different than Postal		Alpha/Numeric	If ACC holds this in more than one field, please supply information as a string.
Claim Number		Alpha/Numeric	
Case Manager Name		Alpha	
IRD Number		Numeric	
Earners Status		Alpha	
Start date of compensation period		Date	YYYY-MM-DD
End date of compensation period		Date	YYYY-MM-DD
Gross Amount of Payment		Numeric	
PAYE (tax) amount		Numeric	The PAYE (tax) amount that is debited from the appended Gross payment
Payment Date		Alpha/Numeric	The date the client received payment i.e. not the banking date.
Claimant Identifier		Alpha/Numeric	Unique identifier for a given individual across all claims.
Accredited Employer Indicator		Alpha	Will indicate if a payment was made by ACC or by an Accredited Employer (Optional)
Extract Indicator		Alpha	Will indicate the basis of why this claimant was included in the given extract (Mandatory)
Transaction Code		Alpha	Includes textual details providing further business context to individual transactions

Footer Record:

Fields	Expected Content Format	Details
Number of Event Records	Integer	the number of clients recorded in the file

3 Matching Technique

3.1 Unique Identifiers

- 3.1.1 The ACC Claimant Identifier is being used to identify groups of payments relating to a specific individual. The Claimant Identifier will not be used as part of any matching algorithm.

3.2 Nature of Matters being sought to be Identified

MSD is seeking to identify individuals who received Weekly Compensation while on a Benefit; have continued to receive the Benefit; and have not informed MSD of their receipt of Weekly Compensation.

3.3 Matching Process - Matching Algorithm and Confirmation Procedures

- 3.3.1 On receipt of the ACC information MSD shall check the Information's structural integrity.
- 3.3.2 MSD will then institute a Match with MSD Active Client data. The data matching algorithm used will produce positive Matches that are weighted to indicate the match level, which indicates the probability that an MSD client is the person in the ACC Data. It is noted that MSD may need to add additional tests to the minimum matching classification as business experience enables further efficiencies. MSD will advise ACC of any change prior to production. MSD and ACC will agree any necessary variations to the Agreement, this Technical Standards Report, or the Information Matching Privacy Impact Assessment and will advise the Privacy Commissioner accordingly.
- 3.3.3 The positive Matches will be bulk loaded into the NDMC operational computer system, AIMOS, for manual verification and processing. All Matches will be manually verified by checking gender, date of birth, spouse's name and address before any Adverse Action is initiated. NDMC may transfer individual positive Match data to other units within MSD for further processing.
- 3.3.4 It is only when MSD is of the belief that the Matched Information refers to the same individual in both data sets, that MSD will consider initiating Adverse Action.

4 Controls and Security

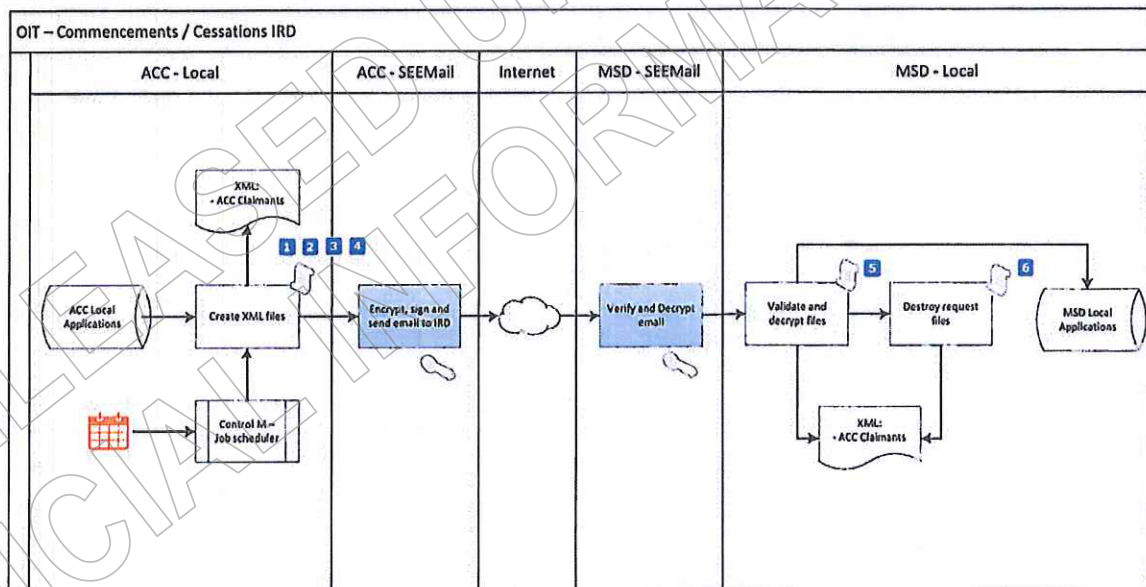
4.1 Transfer of Information

- 4.1.1 Approval from the Privacy Commissioner was received on 31 October 2006 for both Parties to transfer the Source and Match Information between the Parties by means of on-line computer connections, specifically via a secure email system.
- 4.1.2 The data shall be transferred electronically in XML format. The on-line transfer of data shall be protected by encryption and such other protective measures agreed to by the Parties, noting that the Privacy Commissioner is able to impose a requirement to use a particular or additional protective measure as a condition of granting approval for the on-line transfer.

- 4.1.3 CDs are to be used as a back-up method of transfer if required. If CD is to be used, the data is to be supplied to MSD in XML format.
- 4.1.4 Either a secure courier or an authorised MSD employee will uplift the CD(s) from an authorized ACC employee in accordance with the mutually agreed schedule.
- 4.1.5 Data supplied on CD will be encapsulated within a password protected, compressed archive, with a checksum for a data integrity check.
- 4.1.6 ACC will undertake, at its discretion, a manual quality assurance process on the ACC Information prior to it being made available to MSD.
- 4.1.7 MSD will operate a checking process to ensure that the ACC Information received from ACC is valid and complete.
- 4.1.8 MSD will ensure that all Matched Information (including back up copies) is stored and used appropriately so that no unauthorised use or disclosure will take place.

4.2 Automated Online Process

The following logical diagram outlines the end to end process and key components as of 1 December 2015:



- ACC uses an extraction script (1 & 2) that is prompted through a monthly scheduled job in Control-M databases weekly on a Sunday (3). The XML files are zipped and sent to MSD via SEEMail (4).
- The inbound XML files are received and decrypted by MSD, before being processed in line with the XML maps (5). MSD automatically remove the import files at the end of the import procedure (6)."

MSD will be responsible for ensuring that:

- (a) Both MSD and ACC use the New Zealand Government SEEMail system for all transfers of information.
- (b) Both MSD and ACC update the new versions of the SEEMail system as they become available.
- (c) The data extraction programs and other processes associated with the

transfers ensure that only information relevant to the programme is exchanged.

- (d) Transfers of data will be performed in accordance with the specifications contained in the Technical Standards Report.
- (e) The performance and use of the online transfer systems is cooperately audited to check compliance with this approval. The results of the audit are to be reported to the Privacy Commissioner by 30 September 2018 with the explanation of steps taken to remedy any problems that the audit may reveal.

4.3 Disasters

In the event of any disaster the Parties will co-operate, taking all reasonable steps to ensure the security and/or recovery of the match information.

4.4 Corrupted File

- 4.4.1 MSD shall immediately inform ACC of any supply of data which is found to be corrupted or otherwise unusable on receipt by MSD.
- 4.4.2 On receiving notice of any corrupted or unusable file ACC shall, as soon as practicable, provide to MSD a substitute file with the requested information.

4.5 Destruction Protocols for the Information

- 4.5.1 MSD will destroy Matched Information that does not disclose a Discrepancy as soon as practicable.
- 4.5.2 MSD will destroy Matched Information that reveals a Discrepancy as soon as practicable after it is no longer needed for the purposes of taking Adverse Action.
- 4.5.3 MSD may take a copy of Weekly Compensation Information as a backup, provided that any such copy is erased or overwritten within 28 days of the particular Match being successfully loaded into AIMOS.
- 4.5.4 MSD will maintain a record of Matched Information that has been successfully matched for 60 working days after the Match has been completed.
- 4.5.5 Deletion of data will be undertaken via the UNIX 'rm' command. There is no corresponding command line level command to restore the data. This will make the data irrecoverable.

4.6 Time Limits

- 4.6.1 The number of times per year for routine requests made under the Programme will be no more than 53, except for the ad hoc requests by MSD provided for in clause 4.6.2 of this Technical Standards Report.
- 4.6.2 MSD may make an ad hoc request for Weekly Compensation Information recorded by ACC over a specific period. These requests are not to exceed two per any twelve month period.
- 4.6.3 If Weekly Compensation Information used in a Match or the Matched information produced is corrupt then that Match will not be counted.

4.7 Databank of Previous Matches

- 4.7.1 MSD may maintain a databank of individuals who have been the subject of a Match for up to 2.5 years after the date of the Match, at which time their information will be purged.

- 4.7.2 The information held on this database will only be available to MSD systems administration and IT staff, once any applicable time limit set out in clause 4.6 above has been reached.
- 4.7.3 The databank will be held for the purpose of excluding individuals from being selected for investigation, and will contain the minimum amount of information necessary for this purpose.

RELEASED UNDER THE
OFFICIAL INFORMATION ACT



Te Kaporeihana Āwhina Hunga Whara

**Variation number three to the
Agreement between
Accident Compensation Corporation**

and



MINISTRY OF
SOCIAL DEVELOPMENT
Te Manatū Whakahiato Ora

Ministry of Social Development

**Technical Standards Report
ACC-MSD Weekly Compensation Match**

October 2019

1 Variation Agreement

- 1.1 This amendment to the agreement between ACC and MSD is made between the Chief Technology and Transformation Officer of ACC and the Deputy Chief Executive, Service Delivery, of MSD.

2 Background

- 2.1 Information matching provided for by the Agreement between ACC and MSD ACC-MSD Weekly Compensation Match ("The Agreement") was first implemented in November 2005.
- 2.2 The purpose of this online information transfer between ACC and MSD is to:
- 2.2.1 Identify individuals whose MSD entitlements may have changes because they are receiving ACC payments; and
- 2.2.2 Assist MSD in the recovery of outstanding debts.
- 2.3 An Assurance audit was conducted on 27 September 2018 as required by the Office of the Privacy Commissioner. It was established that the statements related to the backup method to operate the information share within the Technical Standards Report (TSR) are not reflective of how this would currently be performed by MSD. It was confirmed with MSD management that an encrypted USB, as opposed to CD, would be used for the manual transfer if the automated link were not operating.

3 Purpose of this Variation

- 3.1 The purpose of this Variation is to update the manual backup method from CD to encrypted USB.

4 Variation

- 4.1 In the most recent version of the TSR, delete current paragraph 4.1.3 (Transfer of Information) and replace with:
- "4.1.3 Ministry approved secure USBs or IronKeys are to be used as a back-up method of transfer if required. The secure USB must comply with minimum security requirements including encryption measures as specified in the latest version of the NZ Information Security Manual or its equivalent. If the secure USB is to be used, the data is to be supplied to MSD in XML format."
- 4.2 In the most recent version of the TSR, delete current paragraph 4.1.4 and replace with:
- "4.1.4 The secure USBs are to be transported in a secure manner agreed by the parties."
- 4.3 In the most recent version of the TSR, delete current paragraph 4.1.5 and replace with:
- "4.1.5 Data supplied on secure USBs will be password protected and encrypted. The password will be sent to the other party in a secure manner agreed by both parties."

5 MSD TO APPEND VARIATION REPORT TO ORIGINAL REPORT AND PROVIDE COPY TO THE OFFICE OF THE PRIVACY COMMISSIONER

- 5.1 MSD will append this signed Variation to the original TSR and provide a copy of the Variation Report as soon as possible to the Office of the Privacy Commissioner.

6 Commencement Date

6.1 This Variation comes into effect on the date on which it is signed by both Parties. In the event that one of the Parties signs on a different day, this Variation will come into effect on the later day.

Signed by the Parties

Peter Fletcher

Viv Rickard

Chief Technology and Transformation Officer
On behalf of the Accident Compensation
Corporation

Deputy Chief Executive, Service Delivery,
Ministry of Social Development – I have a
delegation under section 41 of the State
Sector Act 1988 to sign for MSD

Date

Date

RELEASED UNDER THE OFFICIAL INFORMATION ACT