



MEMORANDUM OF UNDERSTANDING

Between

Ministry of Education, *Te Tāhuhu o te Mātauranga*

And

Oranga Tamariki - Ministry for Children

For

The provision of Oranga Tamariki Children in Care data to support the Education of Children in Care Report and associated research

RELEASED UNDER THE OFFICIAL INFORMATION ACT 1982

Signatories

Signed for and on behalf of Ministry of Education / *Te Tahuhu o te Matauranga*



Date: 10/12/18

David Wales
National Director, Sector Enablement and Support

Signed for and on behalf of Oranga Tamariki - Ministry for Children



Date: 4/10/18

Vasantha Krishnan
Group Manager, Evidence Centre

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Parties

1. The Ministry of Education (the Ministry)

AND

2. Oranga Tamariki - Ministry for Children (Oranga Tamariki)

Background

3. The Ministry and Oranga Tamariki would like to better understand the children in care in the education system. The Annual Education of Children in Care Report is a primary tool in gaining this understanding.
4. To undertake the analysis and prepare the report, the Ministry requires information from Oranga Tamariki that identifies care experienced children.
5. The information provided by Oranga Tamariki will allow for reporting consistent with previously prepared reports concerning children in care in the education system.
6. On the completion of the Education of Children in Care report, Oranga Tamariki may undertake additional research to provide further insights from a children in care perspective. This additional research will likely require Ministry held information.
7. It is intended that this MOU is an interim measure to facilitate the sharing of information between the Parties until such time that a broader Approved Information Sharing Agreement is developed.

Interpretation

8. In this memorandum, unless the context otherwise requires it, the following definitions hold:

Children in Care	Those children who were in the statutory care of the Chief Executive of Oranga Tamariki during the specified calendar year. Children includes young people or rangatahi who are in care and protection or youth justice custody regardless of age. There are in the order of 6,000-6,800 children and young people in custody at any given time. Those young people in Youth Justice custody are included as the Care Standards apply to them.
Care experienced children	Children and young people who have been, or are still children in care.
Supported children	Those care experienced children who are eligible for support by Oranga Tamariki after leaving care. Changes to legislation that

	take effect in July 2019 will increase the number of children and young people in this group.
Children referred for Assessment or Investigation	Those children with a report of concern and assessed as requiring further action (intake). There are around 35,000 per year.
The Information	Oranga Tamariki information to be transferred to Ministry of Education, as specified in Schedule 1.
The Parties	Ministry of Education and Oranga Tamariki

Purpose

9. The purpose of this Memorandum is to:

- 9.1. document the provision of Children in Care Information held by Oranga Tamariki to the Ministry of Education for the joint Children in Care Report and consequential research relating to understanding children who have experienced care in the education system;
- 9.2. set out the principles that the Parties are to take into account when sharing information with one another;
- 9.3. acknowledge and apply the statutory context in which the information sharing will occur;
- 9.4. record the Parties agreement of their understanding of what information will be shared, the justifications for the information sharing, and how that information will be used by the Parties;
- 9.5. detail the process for reviewing and reporting on the information shared under this Memorandum

10. This Memorandum is **not** an Approved Information Sharing Agreement under Part 9A of the Privacy Act 1993 and does **not** authorise any breach of the Information Privacy Principles in that Act. The information is for statistical purposes and will not be used in providing services.

Effect of this Memorandum

11. This Memorandum confirms the relationship between the Parties based on a spirit of goodwill and cooperation. It does not constitute or create, and shall not be deemed to constitute, any legally binding or enforceable obligations on the part of the Parties.
12. Where there are changes to Government policy which affect the purpose and functions of this Memorandum, each Party agrees to inform the other of those changes and agree to review as required any aspects of this Memorandum.
13. Any schedules attached to this Memorandum are regarded as part of the Memorandum and therefore should be read subject to the provisions of the Memorandum.

Term of this Memorandum

14. This Memorandum commences on the date it is signed by both Parties and continues in effect until terminated in accordance with clause 20.

Review of this Memorandum

15. A Party may request a review of this Memorandum at any time.
16. The Parties agree to review this Memorandum on an annual basis at the completion of the Education of Children in Care report.
17. The Parties agree that the Ministry of Education will be responsible for initiating the annual review.

Variations to this Memorandum

18. This Memorandum may only be varied with the agreement of both Parties, and any such variation shall be set out in writing and signed by both Parties.
19. Additional information may be provided by Oranga Tamariki to the Ministry of Education following a Variation to Schedule 1 with the agreement of both Parties, and any such variation shall be set out in writing and signed by both Parties.

Termination of this Memorandum

20. This Memorandum may be terminated at any time by agreement in writing of both Parties.

Costs

21. Each Party will bear their own costs in relation to this Memorandum.

Legal Authority and Application of the Privacy Act 1993

22. The Parties will comply with the Privacy Act 1993 (Privacy Act) and any relevant Code of Practice made under the Privacy Act.
23. The Parties agree that the use and disclosure of personal information for the purposes set out in clause 9.1 comply with the Privacy Act.
24. The Parties agree that the legal authority enabling the sharing and use of information described in this Memorandum are Privacy Principles 10(f)(ii) and 11(h)(ii) which provides that the information can be shared and used for research and statistical purposes and will not be published in a form that could reasonably be expected to identify any individual.

25. The Parties agree that the information matching provisions under Part 10 of the Privacy Act do not apply to matching undertaken under this Memorandum.

Information to be shared

26. The information to be shared under this Memorandum is information relating to care experienced children as identified by Oranga Tamariki.

27. The detailed information to be shared under this Memorandum is in Schedule 1.

28. Key attributes for care experienced children include, but are not restricted to:

28.1. First and last names

28.2. Date of birth

28.3. Address

28.4. Start and end date(s) for any periods of care within the relevant calendar years

28.5. Number of distinct caregivers within the relevant calendar years

Use of the Information

29. Both Parties agree that the information shared under this Memorandum will only be used for the purposes outlined in this Memorandum, being the creation of the Education of Children in Care report by the Ministry of Education, and other associated research by the Parties relating to education of care experienced children.

30. Both Parties agree that the information shared between the Parties, and any subsequent use, release, or publication of that information must be taken in accordance with all relevant legislation including, but not limited to, the Privacy Act and the Ombudsman Act 1982.

31. The Ministry of Education and Oranga Tamariki will jointly publish the Education of Children in Care report.

32. The Ministry of Education will cooperate with Oranga Tamariki to facilitate analysis of the linked data for research purposes by Oranga Tamariki analysts if required.

33. The Parties will cooperate to jointly develop briefing papers for those Ministers with an interest in education of children in care.

Method and Frequency of Information Exchange

34. The information to be shared will be supplied by way of a Secure Iron Key. The Iron Key will be supplied by the Ministry of Education.

35. The encrypted information exchange will be carried out in accordance with the standards set by the Government Chief Information Officer.

36. The information to be shared under this Memorandum will initially be provided by Oranga Tamariki to the Ministry of Education for the calendar (January to December) years of 2015, 2016 and 2017.
37. In following periods the information shared under this Memorandum will be provided on an annual basis covering the previous calendar year (January to December).

Schedules to the Memorandum

38. Schedule 1 documents the information to be provided by Oranga Tamariki to the Ministry of Education.
39. Schedule 2 lists responsible personnel and their contact information.
40. New schedules can be added to this Memorandum by way of a variation agreed to by both Parties.
41. Reviews, amendments or terminations of schedules under this Memorandum is by agreement of the signatories to this Memorandum (or their delegate) upon which the Memorandum will be updated accordingly.

Security of the Information

42. All information exchanged under this Memorandum is personal information and will be classified as in-confidence information.
43. Each Party will ensure its employees and contractors handling any information for the purposes of any information exchange under this Memorandum will comply with the Privacy Act and any other applicable legislation relevant to each Party.
44. The Parties will ensure that:
- 44.1. All information is protected from unauthorised access, use and disclosure
 - 44.2. All information is stored on the Parties own securely managed computer systems with password and firewall protection with access allowed only to employees doing work directly related to this Memorandum
 - 44.3. All Ministry and Oranga Tamariki employees dealing with the information exchanged under this Memorandum are aware of their responsibilities and the strict limitations on use and disclosure of any information subject to this Memorandum
 - 44.4. Where information is kept or stored in any form that might be easily portable (e.g. printed material, laptop, portable digital assistant, DVD, CD, memory card, or USB portable device) appropriate safeguards will be in place to guard against any unauthorised access, use or disclosure of the information. If the information is kept or stored on such a device for the purpose of transfer of source or comparison information, it will be permanently disposed of once the transfer has been complete.

Breaches of Security or Confidentiality

45. The Parties must immediately notify the other Party of any actual or suspected unauthorised access, use or disclosure of any information exchanged under this Memorandum.
46. The Parties must also investigate any actual or suspected unauthorised access, use or disclosure of any information exchanged under this Memorandum.
47. If either Party has reasonable cause to believe that a breach of any other security provision in the Memorandum has occurred or may occur, that Party may undertake such investigations as it deems necessary.
48. Where an investigation is commenced under this clause, the other Party will providing the investigating Party with reasonable assistance, and the investigating Party will keep the other Party informed on the progress and outcome of that investigation.
49. If there has been a security breach, either Party may suspend the exchange of information under this Memorandum by notice in writing to give the other Party time to remedy the breach.

Destruction and Retention of Information

50. The Parties agree that information provided under this Memorandum is subject to the Public Records Act 2005.
51. The Ministry of Education will securely dispose of all source data provided to it by Oranga Tamariki within three months of the completion of the annual Children in Care report.
52. The linked dataset will be stored securely by the Ministry of Education as stipulated in paragraphs 38-40 Security of Information

Disputes Resolution

53. The Parties will negotiate in good faith to resolve any disputes arising out of, or in relation to, this Memorandum. In the first instance, the relevant Primary Contacts will work together to identify the reasons for the dispute and what can be done to remedy the dispute.
54. Where a remedy cannot be agreed upon, the issue will be escalated to the Relationship Managers, who will be asked to make judgements necessary to resolve the issue. If resolution is still not achieved, the Chief Executive (or delegated person) of each Party may be advised and asked to work together to resolve the issue.
55. The obligations in this Memorandum concerning use, security and disposal of information shall remain in force notwithstanding any suspension or termination of this Memorandum.

Third Party Contracting

56. Any third party contracted to carry out any work in relation to this Memorandum that may involve access to, or use information received under this Memorandum, will be subject to all obligations set out in this Memorandum, which will be reflected in any associated Contract for Services with the third party.

External Communications

57. The Parties are responsible for complying with their respective obligations under the Privacy Act and the Official Information Act 1982 (Official Information Act).
58. In the event that either Party receives a complaint or request under the Privacy Act or Official Information Act, in relation to information exchanged, accessed, used or disclosed under this Memorandum, the Party which receives the complaint or request will consult with the other Party on the proposed response prior to making a decision on the complaint or request.
59. In the event that either Party receives a request from the media in relation to this Memorandum or any information exchanged, accessed, used or disclosed under this Memorandum, the Party will advise the other Party of the media request, and any proposed response to the media.

Relationship Management and Oversight

60. To facilitate and support the relationship between the Parties to this Memorandum, and to provide operational oversight of the information sharing activity, each Party will nominate a Relationship Manager.
61. The Relationship Manager will have oversight of the operation of this Memorandum, and be the first point of contact for each Party with regards to the operation of this Memorandum.
62. Schedule 2 records the Relationship Managers for each Party and the Primary and Alternate Contacts.

Schedule 1: Information to be shared

Oranga Tamariki Data to be provided to Ministry of Education

1. Children and young people who were in care and protection custody (s101, s102, s110 (2A), s140, s78) at any time during 2015, 2016, and 2017 (3 data sets): (calendar years)
 - Names
 - Client ID
 - Date of birth
 - Gender
 - Address (most recent)
 - Oranga Tamariki site (most recent)
 - Date of entry to care (most recent)
 - Previous Oranga Tamariki site (if any) during the calendar year
 - Date of any change of site change of site in the calendar year
 - Address at previous Oranga Tamariki site (if any)
 - Date of Gateway health assessment completed (most recent)
 - Date of Gateway education profile received (most recent)
 - Placement type (most recent)
 - Number of distinct caregivers within the calendar year

2. Young people who were in youth justice custody (s238(1)(d) or s311) at any time during 2015, 2016, and 2017 (3 data sets): (calendar years)
 - Names
 - Client ID
 - Date of birth
 - Gender
 - Address (most recent)
 - Oranga Tamariki site (most recent)
 - Date of entry to care (most recent)
 - Date of Gateway health assessment completed (most recent)
 - Date of Gateway education profile received (most recent)
 - Date of youth justice health assessment completed (most recent)
 - Placement type (most recent)
 - Number of distinct caregivers within the year
 - Indicator of care and protection custody history

3. 18 year olds who turned 18 during 2015, 2016, and 2017 (3 data sets): (calendar years) who have ever been in care and protection custody (s101, s102, s110 (2A), s140, s78) at any time during their lifetime:

- Names
- Client ID
- Date of birth
- Gender
- Address (most recent)
- Oranga Tamariki site (most recent)
- Date of entry to care (most recent)
- Date of exit from care (most recent)

4. 18 year olds who turned 18 during 2015, 2016, and 2017 (3 data sets): (calendar years) who have ever been in youth justice custody (s238(1)(d) or s311) at any time during their lifetime:

- Names
- Client ID
- Date of birth
- Gender
- Address (most recent)
- Oranga Tamariki site (most recent)
- Date of entry to care (most recent)
- Date of exit from care (most recent)
- Indicator of care and protection custody history

5. Children referred for Assessment or Investigation: Children and young people for whom a report of concern was received by Oranga Tamariki and assessed as requiring further action (intake,) at any time during 2015, 2016, and 2017 (3 data sets): (calendar years)

- Names
- Client ID
- Date of birth
- Gender
- Address (most recent)
- Oranga Tamariki site

Schedule 2: Personnel

Responsibility	Ministry of Education	Oranga Tamariki
Relationship Managers	Clare Todd Principal Information Management Analyst, Information Management s 9(2)(a)	Vasantha Krishnan Group Manager, Evidence Centre s 9(2)(a)
Primary Contacts	Peter Mellor Chief Policy Analyst, ESP s 9(2)(a)	Valmai Copeland Principal Advisor, Evidence Centre s 9(2)(a)
Alternative Contacts	Janine Moss Chief Advisor, Social Sector s 9(2)(a)	Abby Johnston Manager Evidence Centre s 9(2)(a)

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