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22 January 2021

Shane Gibson  
Fyi-request-13234-908db5ca@requests.fyi.org.nz

Our ref: OIA 82591

Dear Mr Gibson

**Official Information Act request: Memorandums of understanding for sharing of data to organisations outside the organisation**

Thank you for your email of 6 July 2020 requesting, under the Official Information Act 1982 (the Act), information relating to Memorandums of Understanding (MOUs) for sharing data to organisations outside the Ministry of Justice. The Ministry provided a response on 28 August 2020.

A further Memorandum of Understanding in scope of your request has been identified, which I list below and attach to this letter. I apologise for this oversight.

Document number	Document title	Ministry of Justice parties	Date	Description
	Memorandum of Understanding for Sharing of Information to support the AODTC Outcome Evaluation	Ministry of Social Development (MSD)	11-Sept-18	In May 2017, the Cabinet Social Policy Committee agreed to commit to funding the Alcohol and Other Drug Treatment Court (AODTC) Pilot until at least 30 June 2020. This memorandum enables the Ministry of Justice to complete the AODTC outcome evaluation to understand the impacts of the programme on service users through Ministry of Social Development data.

If you require any further information, please contact the Media Team by emailing [media@justice.govt.nz](mailto:media@justice.govt.nz).

If you are not satisfied with my response, you have the right to complain to the Ombudsman under section 28(3) of the Act. The Ombudsman may be contacted by email at [info@ombudsman.parliament.nz](mailto:info@ombudsman.parliament.nz)

Yours sincerely

Jenna Bottcher Hansen  
Manager, Ministerial Relations and Services

Encl

## MEMORANDUM OF UNDERSTANDING FOR

Sharing of information to support the AODTC Outcome Evaluation

### Parties

1. The sovereign in right of New Zealand acting by and through the Chief Executive of Ministry of Justice (MoJ);  
and
2. The sovereign in right of New Zealand acting by and through the Chief Executive of Ministry of Social Development (MSD).

### Background

3. In May 2017, the Cabinet Social Policy Committee agreed to commit to funding the Alcohol and Other Drug Treatment Court (AODTC) Pilot until at least 30 June 2020. The committee considered that an outcome evaluation is necessary to measure outcomes over a longer period to provide confidence that the AODTC delivers good return on investment. The committee expected that further analysis would inform decisions in the first half of 2019 of whether to permanently establish the AODTC model.
4. MoJ is responsible for managing the AODTC outcome evaluation. The purpose of the evaluation is to understand the impacts (over 3-5 years) of the AODTC process on service users.
5. The outcome evaluation measures the AODTC programme's benefit in achieving its intended outcomes: reduce reoffending, reduce AOD consumption and dependency, reduce the use of imprisonment, positively impact on health and wellbeing, and be cost-effective.
6. It is proposed that an outcomes evaluation of the AODTC includes an impact evaluation of reoffending, reimprisonment, alcohol consumption and dependency rates, benefit status, and other health and wellbeing outcomes, using a linked dataset.
7. The methodology for the impact evaluation is a propensity score matching case-control study. The impact evaluation is designed to compare reoffending for those who have participated in the AODTC with similar (matched) offenders who have solely been through the mainstream court process and received a prison sentence.

### Interpretation

8. In this Memorandum, the following terms have the corresponding meanings:
  - 8.1. "Data" or "Dataset" means information in the form of electronic files that is passed between the parties pursuant to this Memorandum.
  - 8.2. "Data Match" means combining data from different sources about the same or a similar individual or unit.
  - 8.3. "Memorandum" means this Memorandum of Understanding.

### Purpose of Memorandum

9. The purposes of this Memorandum is to:
  - 9.1. enable use of data about MSD clients to develop the control group for the AODTC outcome evaluation.
  - 9.2. enable MoJ to complete the AODTC outcome evaluation to understand the impacts (over 3-5 years) of the AODTC programme on service users.

- 9.3. acknowledge and apply the statutory context in which information sharing does and will occur;
- 9.4. record the parties agreement of their understanding of the sharing of information between them and the justifications for each information flow;
- 9.5. detail the process for reviewing information flows between the Parties.
10. This Agreement 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 (IPP) in that Act.

#### **Outline of the services to be provided under this Memorandum**

11. MoJ will extract identity data for all AODTC participants and all offenders released between October 2012 and 31 March 2017, and provide this data to MSD (data listed in Schedule 1).
12. MSD will compare this information to its systems to identify the benefit records of these individuals up to the latest date available, and provide a copy of the information listed on Schedule 1 to MoJ (MSD dataset 1).
13. Historical benefit data will be included for three years prior to the date of entry into the AODTC for AODTC participants, and the date the prison sentence was commenced for potential controls.
14. MoJ will use the benefits data in MSD dataset 1, in conjunction with courts data, to construct a final set of AODTC participants and controls to be used in the outcomes evaluation.
15. Based on the list of AODTC participants and all potential controls which were able to be matched, MSD will update the benefit records of these individuals up to the latest date available, and provide a copy of this dataset to MoJ (MSD dataset 2).
16. MoJ will then complete the AODTC outcome evaluation to understand the impacts (over 3 - 5 years) of the AODTC programme on service users. No identifiable client data will be used in any report resulting from the evaluation.

#### **Effect of this Memorandum**

16. The Parties' intention is for this Memorandum to set out the overarching principles governing the cooperation between Parties.
17. Nothing in this Memorandum is intended to create legal relations between the parties and neither will be liable for the actions of the other.

#### **Term**

18. This Memorandum commences on the date it is signed by both Parties and continues in effect until terminated in accordance with clause 36.
19. A Party may request a review of the Memorandum at any time.

#### **Legal Authority and Application of the Privacy Act**

20. The Parties will comply with the Privacy Act 1993 ("Privacy Act") and any relevant Code of Practice made under the Privacy Act.
21. The legal authority enabling the sharing of information described in this Memorandum is Privacy Act Principles 10(f)(ii) and 11(h)(ii) which provides that:
- 21.1 An agency holds personal information that was obtained in connection with one purpose shall not use the information for any other purpose unless the agency believes, on

reasonable grounds, - that the information is used for statistical or research purposes and will not be published in a form that could reasonably be expected to identify the individuals concerned;

- 21.2 An agency that holds personal information shall not disclose the information to a person or a body or agency unless the agency believes, on reasonable grounds- the information is to be used for statistical or research purposes and will not be published in a form that could reasonably be expected to identify the individual concerned.

#### **Data Integrity and Security**

22. Each party confirms to the other that, in order to ensure the integrity and security of the Data and the privacy of any individuals in respect of whom the Data is held, it will comply with the following terms and conditions:
- 22.1.1 the Data will only be used for the agreed purposes, as outlined in clauses 9.1. and 9.2 of this Memorandum;
  - 22.1.2 the Data will be transferred, stored and managed securely at all times in accordance with the processes set out in Schedule 1;
  - 22.1.3 in using the Data, MoJ and MSD will ensure that the Privacy Act 1993 is complied with at all times; and specifically:
    - 22.1.3.1.1 data stored on any computer will be under password protection such that access to that Data is limited only to those persons who are authorised by a party's contact person to use it;
    - 22.1.3.1.2 any printed material or other physical form of the Data provided will be stored in a secure locked cabinet;
    - 22.1.3.1.3 all computer files and physical files relating to the Data will be deleted when the matched outcome data analysis is completed. Data will be returned to the other party in the form originally delivered if so requested by either party;
    - 22.1.3.1.4 a copy or copies of the Data will not be emailed or provided in any format to any other person or persons not authorised by a party's contact person to receive such Data; and
    - 22.1.3.1.5 no use of the Data, directly or indirectly, will be made in a manner that is inconsistent with this Memorandum, the Privacy Act 1993 or any other legal requirements.

#### **No Warranty**

23. While all reasonable care and diligence will be exercised by each party in identifying and providing Data resulting from implementing the procedures outlined in Schedule 1, no warranty is given by either party as to the accuracy and comprehensiveness of the Data.

#### **Costs**

24. Any costs associated with the provision of data under the Memorandum will be described in the Schedules to the Memorandum.

#### **Management of the Relationship and Primary Contacts**

25. The nominated contact person for communications relating to this Memorandum shall be:
- 25.1.1 For MoJ - Robert Lynn, Principal Analyst, Policy Group

Email: [Robert.Lynn@justice.govt.nz](mailto:Robert.Lynn@justice.govt.nz)

Phone: (04) 913 9182

25.1.2 For MSD – David Conwell or Philip Revell, Senior Analyst-Reporting

Email: [David.Conwell001@msd.govt.nz](mailto:David.Conwell001@msd.govt.nz) or [Philip.Revell001@msd.govt.nz](mailto:Philip.Revell001@msd.govt.nz)

Phone: (04) 978 4164 (David) or (04) 916 3787 (Philip)

26. In cases where escalation is required, the nominated contact person for this Memorandum shall be:

26.1.1 For MoJ – James Swindells, Manager-Research and Evaluation

Email: [James.Swindells@justice.govt.nz](mailto:James.Swindells@justice.govt.nz)

Phone: (04) 918 8859

26.1.2 For MSD – Loi Lafai, Team Manager-Reporting

Email: [Loi.Lafai003@msd.govt.nz](mailto:Loi.Lafai003@msd.govt.nz)

Phone: (04) 918 8859

27. Either Party may substitute an alternative contact person by notice in writing to the other party.

#### **Disputes**

28. The Parties acknowledge that the prevailing test for determining any dispute that arises between the parties is what is needed to protect the integrity and security of the Data and the privacy of any individual to whom the Data relates.

29. If any issue or dispute arises between the parties concerning the matters covered by this Memorandum, the contacts named in clause 11.1 above will first use their best endeavours to resolve the issue or dispute promptly.

30. If matters remain unresolved or require further adjudication, they should be referred to the contacts named in clause 11.2 above.

#### **Conditions**

31. The provisions in this Memorandum are to be read subject to any Chief Executive, Cabinet directives, judicial decisions, and subject to any enactment.

32. 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 at the earliest possible time thereafter and agrees to meet to re-negotiate if necessary any aspects of this Memorandum.

#### **Destruction and retention of information**

33. The parties will ensure that any identified information provided under the Memorandum is destroyed in accordance with Privacy Act Principle 9: Agency not to keep personal information for longer than necessary.

#### **Variation**

34. This Memorandum cannot be amended, modified, varied or supplemented except in writing and signed by authorised representatives of both parties.

**Termination**

- 35. Either party may terminate the Memorandum by giving five (5) working days' notice in writing to the other party. Termination due to a breach of this Memorandum requires no notice period.
- 36. In the event of termination, each party must immediately return all Data provided by the other party, and delete and destroy all copies of such Data.

Signed on behalf of Ministry of Justice by:

  
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Anton Youngman  
General Manager, Sector Insights

11/9/18  
\_\_\_\_\_  
Date

Witness's signature:

  
\_\_\_\_\_

Witness's name:

Aphra B. F. Green  
\_\_\_\_\_

Signed on behalf of Ministry of Social Development by:

  
\_\_\_\_\_  
Rob Hodgson  
General Manager, Insights MSD

11/7/18  
\_\_\_\_\_  
Date

Witness's signature:

  
\_\_\_\_\_

Witness's name:

Miranda Eloise Devlin  
\_\_\_\_\_

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## SCHEDULE 1: ROLES, RESPONSIBILITIES, AND TIMEFRAMES FOR SHARING OF DATA

The parties will follow the procedures outlined in this Schedule when sharing Data and performing any comparison activity under this Memorandum.

### Step 1: Creation of base Data

MoJ will extract data for all AODTC participants. It will also extract data for offenders with similar demographic and offending profiles, who received a prison sentence of between 6 months and 3 years, and released from prison between 1 October 2012 and 31 March 2017 (potential controls), for comparison. The Data will be written to a tilde (~) delimited .txt file and will comprise the following Data elements:

- Person Record Number (PRNs) – the master PRN and all other known PRNs.
- First, middle and last names including known aliases.
- Date of birth.
- Gender.
- The date of entry into the AODTC for AODTC participants. Sentence start and end dates for potential controls.
- A unique record number for each individual (Study ID).

The file is to be password protected and saved to a MSD-approved encrypted USB memory stick. MSD's contact person named in clause 25.1 will get in touch with the primary contact at MoJ named in clause 25.2, who will provide the password that should be at least 8 characters long and a mix of numbers, special characters or punctuation marks, and lower and upper case letters.

The primary contact at MoJ will personally deliver the file to MSD's contact person.

Step	Agency	Overall responsibility for Step 1	Timeframe
1a	MoJ	MoJ will extract identity data for all AODTC participants and potential control group.	
1b	MoJ	Provide MSD identity Data and date of entry into AODTC for AODTC participants and sentence start and end dates for potential controls.	Data set provided to MSD by 12 September 2018.

### Step 2: Data Comparison

36.1 For step two, MSD will perform a Data Comparison and send benefit data on all AODTC participants and potential controls to MoJ approximately one month after receiving the data from MoJ. The data provided by MSD will include the following information on all AODTC participants and potential controls. (MSD dataset 1)

- Study ID.
- A flag to whether the record was matched.
- A value indicating the quality of the match.

- Dates commencing and exiting benefits, by benefit type in the three years prior to the date of entry into the AODTC for AODTC participants, and the date the prison sentence was commenced for potential controls, and up to the latest date available.
- Benefit exit reason.

Step	Agency	Overall responsibility for Step 2	Timeframe
2a	MSD	MSD will perform a Data Match to identify benefit details of AODTC participants and potential controls.	Perform Data Match by 21 September.
2b	MSD	Send MSD dataset 1 to MoJ.	Provide dataset to MoJ by 21 September 2018 or approximately one month after receiving identity Data from MoJ.
2c	MoJ	MoJ constructs a final set of AODTC participants and controls to be used in the outcomes evaluation.	Complete by 8 October 2018.

### Step 3: Outcome data

36.2 Based on the list of AODTC participants and all potential controls in MSD dataset 1, MSD will provide updated benefit records of these individuals up to the latest date available (MSD dataset 2).

- Study ID.
- A flag to whether the record was matched.
- A value indicating the quality of the match.
- Dates commencing and exiting benefits, by benefit type in the three years prior to the date of entry into the AODTC for AODTC participants, and the estimated date the prison sentence was commenced for potential controls, and up to the latest date available.
- Benefit exit reason.

Step	Agency	Overall responsibility for Step 3	Timeframe
3a	MSD	Send MSD dataset 2 to MoJ.	Provide final dataset to MoJ by 10 October for MoJ to do outcomes evaluation.

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3b	MoJ	MoJ completes outcome analyses for the AODTC evaluation.	Complete outcome analyses by 1 November 2018.
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**Step 4:**

- 36.3 The statistical and analysis results MoJ produce from this work will not contain any identifying results.

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