

MEMORANDUM OF UNDERSTANDING

Between

THE MINISTRY OF EDUCATION

AND

Kia Ora Hauora National Coordination Centre

November 2015

This Memorandum of Understanding is made on 6th November 2015.

BETWEEN The **MINISTRY OF EDUCATION** ("MoE"), represented for the purposes of this Memorandum of Understanding by Rochelle Barrow, Group Manager Data Information and Stewardship, Evidence, Data and Knowledge, Ministry of Education.

AND **KIA ORA HAUORA NATIONAL COORDINATION CENTRE** ("KOHNCC" or "KOH"), represented for the purposes of this Memorandum of Understanding by Margie Apa, Director of Strategic Development, Ministry of Health.

1 BACKGROUND

The health sector has been experiencing a global shortage of health professionals as demand for healthcare services continues to increase. Projected workforce demand for the next 20 to 30 years requires continued emphasis on health workforce development initiatives to help address future labour requirements. In New Zealand, one of the key workforce priorities has been the recruitment and retention of Māori into the health sector workforce. Māori are under-represented as healthcare professionals, and are over-represented as healthcare users.

In August 2008, an interim project team of District Health Board, Ministry of Health and Sector Stakeholder representatives was established to initiate the design of the Health as a Careers Programme. The project team completed a draft programme in January 2009, followed by sector consultation in February and March 2009. In April 2009, the Kia Ora Hauora Māori Health Careers Programme was fully endorsed by Tumu Whakarae, the Māori Workforce Champions Group and District Health Board New Zealand. The National Kia Ora Hauora National Coordination Centre (KOHNCC or KOH) programme is managed and overseen by the Ministry of Health. The programme oversees and manages the leadership and governance component of the total programme which is made up of representatives from five District Health Boards; Northland, Counties Manukau, Lakes, Capital & Coast and Canterbury.

The overarching goal of the programme is to recruit Māori onto a health study pathway in secondary or tertiary study over 3 years from 1 July 2013 to 30 June 2016. The programme aims to achieve this through:

- increasing access to Māori health career information nationally, regionally and locally
- increasing uptake and achievement by Māori students in Secondary School science
- increasing recruitment of Māori tertiary students studying a health or a health related qualification
- increasing retention rates for Māori tertiary students studying a health or health related qualification.

Although ambitious, the programme calls for a whole-of-sector response to Māori workforce development, challenging the sector to take an integrated planning approach to achieve common goals.

As part of its research into the effectiveness of the programme, KOHNCC would like information from MoE about the educational progress of the Maori students who have enrolled in the programme.

The purpose of the research will be to ascertain the following:

- Whether a multi-sectorial approach between the education and health sectors has been successful in increasing the number of Māori on a health career study pathway and/or have become health professionals in New Zealand
- Whether the access to shared data between the education and health sectors improves the accuracy and status of Māori currently studying toward a career in health
- What particular phases of the health study continuum are Māori successful in navigating and what phases Māori find difficult to navigate
- What specific science subject/s at secondary or tertiary level are preventing Māori transitioning into the next level of a health career study pathway

- What secondary or tertiary institutions New Zealand wide are producing high success rates for Māori students in secondary science subjects and tertiary health career programmes.

THE PARTIES AGREE:

2 PURPOSE

The purpose of this agreement is to set out the roles and responsibilities of the parties in respect of the sharing of the information.

3 PRIVACY ACT 1993

- 3.1 The Parties will comply with the Privacy Act 1993 ("Privacy Act") and any other Code of Practice made under the Privacy Act at all times.
- 3.2 The Parties consider that the disclosure/use of information is permitted under **Principle 11(h)(ii) of the Privacy Act** which states that an agency may disclose/use personal information if it believes on reasonable grounds that 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".

4 TERM

- 4.1 This Memorandum of Understanding commences on the date it is signed by both Parties and continues in effect until terminated in accordance with clause 15.

5 EFFECT OF THIS MEMORANDUM OF UNDERSTANDING

- 5.1 This Memorandum of Understanding confirms the relationship between the Parties based on a spirit of goodwill and cooperation for mutual benefit and improved outcomes for beneficiaries. The Parties will work together to achieve the purpose and terms of this Memorandum of Understanding.
- 5.2 This Memorandum of Understanding does not create and shall not be deemed to create, any legally binding or enforceable obligations on the part of any Party.

6 PROCESS

- 6.1 KOHNCC will supply MoE with the following information **twice a year** of students registered in the KOH programme (approx. 10,000), to be used for matching.
 - (i) Student name (including any alternative names if applicable)
 - (ii) Gender
 - (iii) Date of birth
- 6.2 MoE will match the data provided with their own information and provide the following information about each of the named individuals as a series of four csv files, as described under 6.3, until termination of this Memorandum of Understanding.

6.3 MoE will supply KOHNCC with the following information about KOH registered students (provided by KOHNCC as described above in 6.1) to be used for identifying and confirming where the students are enrolled in and what courses registered tertiary students are enrolled in and their current position along the health career study pathway

- a) Secondary school enrolments
- b) Tertiary enrolments
- c) NCEA secondary and tertiary academic results
- d) NCEA enrolments (for tertiary students)

6.4 MoE will provide KOH with access to a secure site (sftp) where it will deliver the data.

6.5 Both parties will endeavour to collect and provide the child's full legal names (including middle names).

6.6 Each record of information (6.3 of this MoU) provided by MoE must be stored in a specified secure location within the KOHNCC until deemed they are no longer required for this Memorandum of Understanding after which it will be destroyed.

7 USE OF INFORMATION

7.1 The students name, gender and date of birth will be used to;

- Match students as outlined in 6.2
- Gain access to the information as outlined in 6.3

7.2 The information provided by MoE will be used only for the purposes outlined in this Agreement and will not be used to take any adverse action against any individuals.

8 SECURITY OF INFORMATION

8.1 All information supplied under this Memorandum of Understanding is confidential information and shall be supplied by way of secure encrypted medium.

8.2 The Parties will ensure that:

- (i) all information is protected from unauthorised access, use and disclosure;
- (ii) 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 relating to this Memorandum of Understanding;
- (iii) all Other Party and MoE employees dealing with the information are aware of their responsibilities in relation to this Memorandum of Understanding and the strict limitations on the use and disclosure of information; and
- (iv) no information is kept or stored in any form that might be easily portable, such as printed material, laptop computer, Portable Digital Assistant (PDA), DVD, CD, memory card, or USB portable storage device, except temporarily for the transfer of Source or Comparison Information, following which it will be permanently destroyed.

8.3 Any solution designed must comply with the current MoE Security and Display Accreditation.

9 DESTRUCTION OF INFORMATION

- 9.1 Subject to the provisions of the Public Records Act 2005, the Parties will ensure that the Source Information and Combined Data-Set are permanently deleted as soon as they are no longer required for the purposes of this Memorandum of Understanding.

10 THIRD PARTY CONTRACTING

- 10.1 No third party will be contracted to carry out any work in relation to this Memorandum of Understanding, except by agreement in writing between the Parties.
- 10.2 Any third party so contracted will be subject to all obligations set out in this Memorandum of Understanding, particularly clauses 8 and 9 of this Memorandum of Understanding, which will be reflected in any contract for services.

11 EXTERNAL COMMUNICATIONS

- 11.1 The Parties are responsible for complying with their respective obligations under the Privacy Act 1993 and the Official Information Act 1982 and any other applicable legislation.
- 11.2 In the event that either Party receives a complaint or a request under either the Official Information Act 1982 or the Privacy Act 1993 for information relating to this Memorandum of Understanding, the Party which received the request will consult with The Other Party on the proposed response prior to making a decision on the request.
- 11.3 The parties will consult with each other before responding to any enquires from the media relating to this Memorandum of Understanding.

12 BREACHES OF SECURITY OR CONFIDENTIALITY

- 12.1 The Parties must immediately notify The Other Party of any actual or suspected unauthorised use or disclosure of any information exchanged pursuant to this Memorandum of Understanding.
- 12.2 The Parties must also investigate any actual or suspected unauthorised use or disclosure of information.
- 12.3 If either Party has reasonable cause to believe that a breach of any other security provision in this Memorandum of Understanding has occurred or may occur, that Party may undertake such investigation as it deems necessary.
- 12.4 Where an investigation is undertaken under this clause, The Other Party will provide the investigating Party with reasonable assistance and the investigating Party will keep The Other Party informed of progress.
- 12.5 If there has been a security breach, either Party may suspend this Memorandum of Understanding by notice in writing to give The Other Party time to remedy the breach.

13 DISPUTE RESOLUTION

13.1 Should any dispute or difference of opinion arise out of or in connection with this Memorandum of Understanding, the Parties will use their best endeavours to resolve the dispute within 10 working days of receiving notice of the dispute.

14 SUSPENSION

14.1 The Ministry of Education reserves the right to suspend the provision of data at any time without prior notice should any issue arise.

15 TERMINATION

15.1 This Memorandum of Understanding may be terminated at any time by either Party in writing to The Other Party.

15.2 Where there is a dispute and the clause 13 procedure has not produced an outcome satisfactory to both Parties, either Party may terminate this Memorandum of Understanding by giving notice in writing to The Other Party.

15.3 The obligations in this Memorandum of Understanding concerning the security, use and destruction of information shall remain in force notwithstanding the suspension or termination of this Memorandum of Understanding.

16 COSTS

16.1 All costs associated with the actions outlined in this Memorandum of Understanding will be the responsibility of the agency where the cost is incurred.

17 VARIATION

17.1 This Memorandum of Understanding 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.

18 EXECUTION

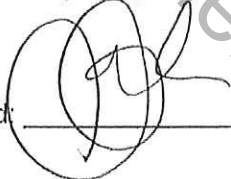
18.1 The undersigned confirm that they have a delegation under section 41 of the State Sector Act 1988 to sign for the respective Parties.

Signed by Rochelle Barrow, Group Manager Data Information and Stewardship, Evidence, Data and Knowledge, Ministry of Education

Signed: 

Date: 6/11/15

Signed by Margie Apa, Director of Strategic Development, Ministry of Health

Signed: 

Date: 8/11/15

Released under the Official Information Act 1982
