

## MEMORANDUM OF UNDERSTANDING

Between

Ministry of Education, *Te Tāhuhu o te Mātauranga*

And

Northern Region Coordination Services of Auckland,  
Waitemata and Northland District Health Boards

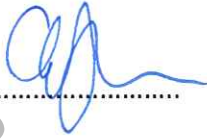
For the Purpose of

Enabling the above parties to locate and contact parents and caregivers of 'missing children' and reconnect them with appropriate core health services

Released under the Official Information Act 1982

## Signatories

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



Date: 24 / 1 / 19

Dr Craig Jones  
Deputy Secretary, Evidence Data and Knowledge

Signed for and on behalf of **Auckland District Health Board**

..... Date: ...../...../.....

Pat Snedden  
Chair of Auckland District Health Board

Signed for and on behalf of **Waitemata District Health Board**

..... Date: ...../...../.....

Judy McGregor  
Chair of Waitemata District Health Board

Signed for and on behalf of **Northland District Health Board**

..... Date: ...../...../.....

Sally Macauley  
Chair of Northland District Health Board

## Parties

The Parties to this Memorandum are:

The Ministry of Education (the Ministry)

AND

Auckland District Health Board

AND

Waitemata District Health Board

AND

Northland District Health Board

## Background

1. In 2014 Midlands Health Network (MHN) piloted the National Child Health Information Programme (NCHIP) in the Waikato region to improve the access and delivery of health services to children aged 0-6 years. From 2015, the pilot was extended to include Tairāwhiti and Taranaki District Health Boards.
2. An MOU was developed between MHN and the Ministry to enable the sharing of location and contact information regarding identified Missing Children. This information was used to enable MHN to locate these children and reconnect them and their whānau with core health services.
3. Northland, Waitemata and Auckland District Health Boards would like to expand the MHN MOU to cover their regional areas, acting through the Northern Region Coordination Service (NRCS). *Note the name of the service may change.*
4. The parties to this agreement have agreed to develop their own MOU to facilitate the sharing of information with the Ministry.
5. The NRCS, monitors data from multiple health providers to track children from birth through their core health milestones (such as immunisations, well child/tamariki ora checks, and dental enrolment, hearing and vision checks).
6. The NRCS identifies individual children who miss any core health milestone, and mobilise support to find them and get them re-engaged with health providers.
7. There are, however, situations where efforts to find or make contact with the caregivers or family of a 'missing' child (through their associated health providers) fail. Health sector experience indicates this may signal a vulnerable family, which increases the child's risk of becoming compromised through poor health outcomes.

8. Some contact information about children enrolled in early childhood education services may be held in the Ministry's Early Learning Information system. Where these identified children have an enrolment record in an early childhood education service, the Ministry may provide the most recent contact details for them to NRCS.
9. Sharing of contact details for Missing Children by the Ministry will boost the chances of finding them, which will assist in efforts to reconnect families and children with health providers and ensure core health milestones are delivered.

## Interpretation

10. In this Memorandum, unless the context otherwise requires:

|                  |   |
|------------------|---|
| Missing Children | A missing child is defined as those <ol style="list-style-type: none"><li>a) registered in the NCHIP and NRCS; and</li><li>b) overdue for one or more of the core health milestones listed in Schedule One; and</li><li>c) the health providers they are registered with for these core health milestones have been unable to locate them; and</li><li>d) other health services such as hospital emergency department and outpatient services, after hours accident and medical services and the Child Protection Advisory and Support Service (CPASS) do not have their current contact details.</li></ol> |
|------------------|---|

## Purpose

11. The purpose of this Memorandum is to:
  - a. Enable the parties to locate and contact parents and caregivers of Missing Children and reconnect them and their whanau with appropriate core health services;
  - b. set out the principles that the Parties are to take into account when sharing information with one another;
  - c. acknowledge and apply the statutory context in which the information sharing will occur;
  - d. 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, and how this information will be stored and secured;
  - e. detail the process for reviewing and reporting on the information shared under this Memorandum.
12. This Memorandum is **not** an Approved Information Sharing Agreement under Part 9A of the Privacy Act 1993.

## **Effect of this Memorandum**

13. This Memorandum confirms the relationship between the Parties based on a spirit of goodwill and cooperation.
14. Where there are changes to Government policy which affects 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.
15. 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**

16. This Memorandum commences on the date it is signed by both Parties and continues in effect until terminated in accordance with clause 21.

## **Review of this Memorandum**

17. A Party may request a review of this Memorandum at any time.
18. The Parties agree to review this Memorandum on an annual basis.

## **Variations to this Memorandum**

19. 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

## **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 and the Health Information Privacy Code 1994**

22. The Parties must comply with the Privacy Act 1993 (Privacy Act) and Health Information Privacy Code 1994 (the HIPC).
23. Families will be made aware of the purpose of collection and intended recipients of personal health information of Missing Children, as contemplated by this Memorandum, before collection as required by Rule 3(1) of the HIPC. Consequent use as disclosed is thus lawful.



## Consent and Compliance Process

24. When children are registered in NCHIP, within 2 weeks the parents/caregivers will be provided with information, including a letter and a brochure about the service and how it operates (see Schedule Two for a copy of the brochure).
25. This information makes it clear that registration onto NCHIP is automatic, but that they have the option to opt-off if they do not wish for their child to be covered by the service, and that a child's name, sex and DOB may be disclosed to certain agencies, including the Ministry, to assist with updating contact records.
26. Three processes will be used to inform the parental/caregiver regarding the use of their child's information:
  - (i) The lead maternity carer (midwife) will share information on NCHIP and the Coordination Service with the pregnant woman during routine antenatal services. The LMC can also provide a brochure about the service during antenatal services.
  - (ii) The DHB Maternity Services will provide the parent/caregiver with a brochure about the service just after birth.
  - (iii) Two weeks after birth, the Coordination Service will post a welcome letter (that also confirms name and contact details received) and another copy of the brochure to the parent/caregiver's address.
27. Children who are born at home and any new children who move into Northern Region catchment area are entered into NCHIP via the NHI system by NRCS. Once registered in NCHIP, a welcome letter and the information brochure is sent to their address by NRCS.
28. Advice from the Office of the Privacy Commissioner (OPC) was obtained during Midlands' implementation. The OPC viewed authorisation of a purpose as requiring, at a minimum, the individual being aware of the new purpose and having the opportunity to object to it. The OPC has reviewed NCHIP and considers that both these aspects appear to be present in the NCHIP process.

## Information to be shared and use

29. The information provided to the Ministry by NRCS is:
  - a. Name (including any alias)
  - b. Sex
  - c. Date of Birth
30. The Ministry will undertake a search of its systems using the details provided by NRCS and provide NRCS with the following information about the Missing Child:
  - a. Name
  - b. Sex
  - c. Date of Birth
  - d. Address (the most recent two addresses, if known)
  - e. Phone (if known)
  - f. Email (if known)

- g. Date that the address information was received
- h. Date last attended an ECE/school

31. Information shared under this Memorandum will only be used for the purpose(s) outlined in this Memorandum and will not be used to take any adverse action against any individual. Any subsequent use must be in accordance with all relevant legislation including the Privacy Act

## **Security of Information Exchange**

- 32. The information to be shared under this Memorandum is personal information, and will be supplied by way of SFTP.
- 33. The encrypted information exchange will be carried out in accordance with the standards set by the Government Chief Information Officer.
- 34. Each Party will ensure its employees and contractors handling any information for the purposes of this Memorandum are aware of their responsibilities and the strict limitations on use and disclosure of any information subject to this Memorandum, and will comply with the Privacy Act.
- 35. The Parties will ensure that:
  - a. All information is protected from unauthorised access, use and disclosure
  - b. 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
  - c. It is not recommended to transfer any information via portable digital assistants, DVDs, CDs, memory cards or USB portable devices. Where it is deemed necessary to use these devices, the information stored must be encrypted to avoid access by unauthorised users.
- 36. Each Party must immediately notify the other Parties of any actual or suspected unauthorised access, use or disclosure of any information exchanged under this Memorandum.
- 37. The Parties will investigate any actual or suspected unauthorised access, use or disclosure of any information exchanged under this Memorandum.

## **Destruction and Retention of Information**

- 38. The Parties agree that information provided under this Memorandum is subject to the Public Records Act 2005.
- 39. Subject to the provisions of the Public Records Act 2005, the Parties will ensure that the information received and shared is permanently deleted as soon as it is no longer required for the purposes of this MOU and no later than 60 working days after the termination of this MOU.
- 40. From the Ministry perspective, the information received from the individual Parties is “no longer required” once the search of the Ministry systems has been completed and search results provided to the individual Party. The information from the individual Parties will be

destroyed. The Ministry may keep an administrative record that contact information for that individual has been passed on to the individual Party.

41. From NRCS perspective, the information received from the Ministry is “no longer required” once the family has been contacted and their updated contact details verified in direct communication with them. At that point, NRCS has received the contact details directly from the family and no longer needs the Ministry details and will permanently destroy/delete them. NRCS may keep an administrative record that contact information for that individual has been received from the Ministry. If verification cannot be established, the information received from the Ministry will be destroyed 60 working days after it has been received.

## **Disputes Resolution**

42. 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.
43. Where a remedy cannot be agreed upon, the issue will be escalated to the Relationship Manager, 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.
44. The obligations in this Memorandum concerning use, security and disposal of information shall remain in force notwithstanding any suspension or termination of this Memorandum.

## **External Communications**

45. The Parties are responsible for complying with their respective obligations under the Privacy Act and the Official Information Act 1982 (Official Information Act) and the Health Information Privacy Code 1994.
46. In the event that either Party receives a complaint or request under the Privacy Act, Official Information Act, or the Health Information Privacy Code 1994 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 Parties on the proposed response prior to making a decision on the complaint or request.
47. 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 Parties will advise the other Party of the media request, and any proposed response to the media.



## Relationship Management and Oversight

48. 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, and Contact Person and Technical Contact Person (if required).
49. The Relationship Manager will have oversight of the operation of this Memorandum.
50. The Contact Person and Technical Contact Person will be the first point of contact for each Party with regards to the on-going operation of this Memorandum.
51. Schedule Three records the Relationship Managers, Contact Person and Technical Contact Person for each Party.

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## Schedule One – Core Health Milestones

### Universal Child Health Milestones

- Birth - 1 week
  - Milestone 1: Newborn Check (Lead Maternity Carer) (Birth - 24h)
  - Milestone 2: Birth - 1 week: Well Child Assessment (Lead Maternity Carer) (24 - 48 hours)
  - Milestone 3: Metabolic Screen (Metabolic Screening) (48 - 72 hours)
  - Milestone 4: Birth - 1 week: Well Child Assessment (Lead Maternity Carer) (Week 1)
  - Milestone 5: Well Child Assessment (Lead Maternity Carer) (Week 2 - 4) LMC FINAL ASSESSMENT
- 1-6 weeks
  - Milestone 6: Transfer of Care (Lead Maternity Carer) (Week 4 - 6)
  - Milestone 7: Newborn Hearing (Newborn Hearing Screening Unit) (Week 1 - 4)
  - Milestone 8: Well Child Assessment (Well Child) (Week 4 - 6)
  - Milestone 9: Well Child Assessment (General Practice) (Week 6) [ to be confirmed]
  - Milestone 10: Immunisations (General Practice) (Week 6)
- 2-12 months
  - Milestone 11: Well Child Assessment (Well Child) (Week 8 - 10)
  - Milestone 12: Immunisations (General Practice) (Week 12)
  - Milestone 13: Well Child Assessment (Well Child) (3 - 4 months)
  - Milestone 14: Immunisations (General Practice) (5 months)
  - Milestone 15: Well Child Assessment (Well Child) (5 - 7 months)
  - Milestone 16: Well Child Assessment (Well Child) (9 - 12 months)
  - Milestone 17: Oral Health Assessment (Community Oral Health Service) (6 - 12 months)
- 1-3 years
  - Milestone 18: Immunisations (General Practice) (15 months)
  - Milestone 19: Well Child Assessment (Well Child) (15 - 18 months)
  - Milestone 20: Oral Health Assessment (Community Oral Health Service) (1 - 2 years)
  - Milestone 21: Well Child Assessment (Well Child) (2 - 3 years)
  - Milestone 22: Oral Health Assessment (Community Oral Health Service) (2 - 3 years)
- 3-6 years
  - Milestone 23: ECE Enrolment (Well Child) (3 - 4 years)
  - Milestone 24: Oral Health Assessment (Community Oral Health Service) (3 - 4 years)
  - Milestone 25: B4 School (General Practice) (4 years)
  - Milestone 26: Vision and Hearing Screen (General Practice) (4 years)
  - Milestone 27: Immunisations (General Practice) (4 years)
  - Milestone 28: Oral Health Assessment (Community Oral Health Service) (4 - 5 years)
  - Milestone 29: Oral Health Assessment (Community Oral Health Service) (5 - 6 years)

Schedule Two – Brochure

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## Schedule Three – Relationship Managers and Contact Persons

### Ministry of Education

#### Relationship Manager

Clare Todd

Principal Information Management Analyst

Information Management

[Clare.todd@education.govt.nz](mailto:Clare.todd@education.govt.nz)

#### Technical Contact Person

Darius Marquez

Senior Data Warehousing Developer

Data Solutions and Warehousing

[Darius.marquez@education.govt.nz](mailto:Darius.marquez@education.govt.nz)

### Northern Region Coordination Service

Relationship Manager

Technical Contact Person