

# MEMORANDUM OF UNDERSTANDING

Between

Ministry of Education,  
*Te Tāhuhu o te Mātauranga*

And

Canterbury District Health Board,  
*Te Poari Hauora ō Waitaha*

For the Purpose of

Evaluating the Impact and Outcomes of the Mana Ake Initiative

Released under the Official Information Act 1982

## Signatories

Signed for and on behalf of the Ministry of Education / *Te Tāhuhu o te Mātauranga*

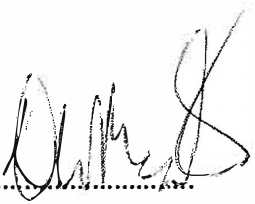


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Date: 18 /06/2020

Wendy Hamilton  
Chief Data Steward  
Data Information and Stewardship  
Evidence Data and Knowledge

Signed for and on behalf of Canterbury District Health Board / *Te Poari Hauora ō Waitaha*



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Date: 20/05/2020

David Meates  
Chief Executive

Released under the Official Information Act 1982

## Parties

1. The Ministry of Education

AND

2. Canterbury District Health Board

## Background

3. The Mana Ake initiative provides support for students aged five to twelve years old across Canterbury when they are experiencing ongoing issues that impact their wellbeing.
4. The project team of the Mana Ake initiative, on behalf of Canterbury District Health Board, is building a comprehensive framework to identify opportunities for service improvement and to evaluate the impact of the Mana Ake initiative.
5. The student information held by the Ministry of Education (e.g. referrals for the Ministry of Education Learning Support, referrals to Resource Teachers Learning and Behaviour, stand-down data, and suspension data) has been identified as one of important data sets to contribute to the evaluation.

## Purpose

6. The purpose of this Memorandum is to:
  - 6.1. set out the principles that the Parties are to take into account when sharing information with one another;
  - 6.2. acknowledge and apply the statutory context in which the information sharing will occur;
  - 6.3. 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;
  - 6.4. detail the process for reviewing and reporting on the information shared under this Memorandum.
7. The purpose of the information sharing under this Memorandum is to enable the Mana Ake initiative to undertake research activities to:
  - 7.1. identify opportunities for service improvement; and
  - 7.2. evaluate the impact and outcomes of the Mana Ake initiative.
8. 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.

## Effect of this Memorandum

9. 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.
10. 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.

11. 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**

12. This Memorandum commences on the date it is signed by both Parties and continues in effect until terminated in accordance with clause 17.

### **Review of this Memorandum**

13. A Party may request a review of this Memorandum at any time.

14. The Parties agree that this Memorandum will be reviewed every 2 years to ensure the information being shared is still required for the purposes specified in clauses 7.1 and 7.2.

15. The Mana Ake initiative will be responsible for initiating the two-yearly review.

### **Variations to this Memorandum**

16. 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**

17. This Memorandum may be terminated at any time by either party, in writing.

### **Costs**

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

### **Legal Authority and Application of the Privacy Act 1993**

19. The Parties will comply with the Privacy Act 1993 (Privacy Act) and any relevant Code of Practice made under the Privacy Act, including the Health Information Privacy Code.

20. The Parties agree that the use and disclosure of personal information for the purposes set out in clause 7.1 and 7.2 comply with the Privacy Act.

21. The Parties agree that the legal authority enabling the sharing of information described in this Memorandum is Privacy Principles 10 and 11, in that the parent/guardian or caregiver has given their consent, which is fully informed, to relevant information being shared.

22. The Parties agree that the Canterbury District Health Board will retain a copy of the consent provided by the parent/guardian or caregiver.

23. The Parties agree that the information matching provisions under Part 10 of the Privacy Act do not apply to matching undertaken under this Memorandum, and that there are no adverse actions resulting from any matching under this Memorandum.

## Information to be shared

24. The information to be shared under this Memorandum is:

- 24.1. The National Student Numbers (NSN) of students referred to Mana Ake where the Mana Ake initiative holds informed consent to use the NSN for this purpose;
- 24.2. Stand-downs
  - 24.2.1. Date of Stand-down
  - 24.2.2. Year level
  - 24.2.3. Behaviour
- 24.3. Suspensions
  - 24.3.1. Date of Suspension
  - 24.3.2. Year level
  - 24.3.3. Behaviour
  - 24.3.4. Decision of the Board of Trustees
  - 24.3.5. Suspension outcome
- 24.4. Resource Teacher: Learning and Behaviour referrals
  - 24.4.1. Date of referral
  - 24.4.2. Reason for referral
  - 24.4.3. Length of service
- 24.5. Learning support service referral data
  - 24.5.1. Date of referral
  - 24.5.2. Reason for referral
  - 24.5.3. Length of service
- 24.6. Related outcome data.

25. The information in 24.1 will be provided by Canterbury District Health Board to the Ministry of Education.

26. The Ministry of Education will extract the agreed data variables for the NSN's provided in clauses 24.2 to 24.6 and supply this data to Canterbury District Health Board.

## Use of the Information

- 27. Both Parties agree that the information shared under this Memorandum will only be used for the purpose(s) outlined in this Memorandum.
- 28. 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.

## Method and Frequency of Information Exchange

- 29. The information to be shared under this Memorandum will be supplied by way of a secure file transfer protocol (SFTP).
- 30. The encrypted information exchange will be carried out in accordance with the standards set by the Government Chief Information Officer.
- 31. The information to be shared under this Memorandum will be exchanged on a quarterly basis, specifically, ten (10) working days before the commencement of each school term.

## Security of the Information

32. Information exchanged under this Memorandum includes personal and/or personally identifiable information.
33. The information exchanged under this Memorandum is classified as In-Confidence.
34. 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.
35. The Parties will ensure that:
  - 35.1. All information is protected from unauthorised access, use and disclosure
  - 35.2. 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
  - 35.3. All Ministry of Education and Canterbury District Health Board employees dealing with the information exchanged under this Memorandum are aware of their responsibilities and the strict limitations on use and disclosure.
  - 35.4. 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

36. 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.
37. The Parties must also investigate any actual or suspected unauthorised access, use or disclosure of any information exchanged under this Memorandum.
38. 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.
39. Where an investigation is commenced under this clause, the other Party will provide the investigating Party with reasonable assistance, and the investigating Party will keep the other Party informed on the progress and outcome of that investigation.
40. 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

41. The Parties agree that information provided under this Memorandum is subject to the Public Records Act 2005 and the General Disposal Authority for District Health Boards under that Act.

## 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.

## Third Party Contracting

45. 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

46. The Parties are responsible for complying with their respective obligations under the Privacy Act 1993 and the Official Information Act 1982 (Official Information Act), the Health Information Privacy Code 1994 and the Health Act 1956.
47. In the event that either Party receives a complaint or request under the Privacy Act 1993, Official Information Act, the Health Information Privacy Code 1994 or the Health Act 1956 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.
48. 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

49. 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.
50. Schedule 1 provides the contact details for the Relationship Manager.
51. 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.

## **Schedule One: Relationship Managers**

### **Ministry of Education**

Clare Ruru

Principle Information Management Advisor

Information Management

Data Information and Stewardship

### **Canterbury District Health Board**

Clare Shepherd

Project Lead

Mana Ake – Stronger for Tomorrow

Released Under the Official Information Act 1982