

ATTACHMENT MH 7

This is the attachment marked "**MH 7**" referred to in the witness statement of Dr Pat Tuohy, Ms Helen Fraser and Ms Miranda Ritchie dated 11 August 2015.



**Information Sharing Agreement for
Improving Public Services for
Vulnerable Children**

**Authorised by Part 9A of the Privacy
Act 1993**

25 June 2015

This Information Sharing Agreement is made under Part 9A of the Privacy Act 1993, to facilitate information sharing between agencies working collaboratively to:

- (a) identify vulnerable children;
- (b) protect vulnerable children from harm; and
- (c) promote the wellbeing of vulnerable children, their families.

Acceptance

In signing this Agreement, each party acknowledges that it has read and agrees to be bound by it.


For and on behalf of the **Ministry of Social Development**



 Brendan Boyle
 Chief Executive
 Ministry of Social Development

Date: 23.6.2015

For and on behalf of the **Ministry of Health**



 Chai Chuah
 Director-General of Health and Chief Executive
 Ministry of Health

Date: 23.6.2015

For and on behalf of the **New Zealand Police**



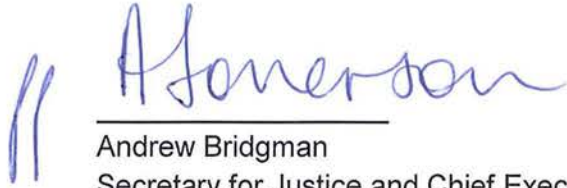
 Mike Bush
 Commissioner
 New Zealand Police

*G. Dumbier
 Dep Comm*

PP

Date: 25/6/15

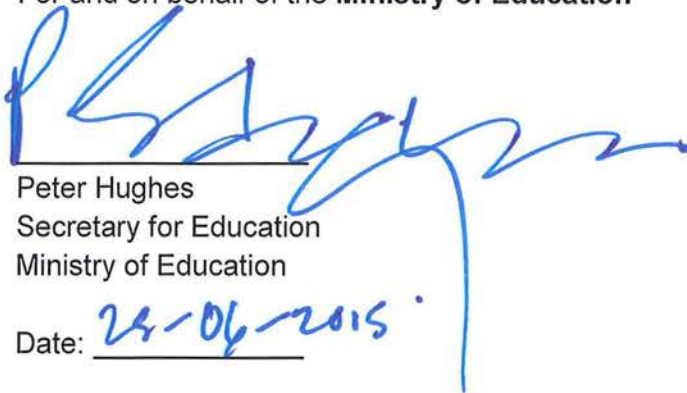
For and on behalf of the **Ministry of Justice**



Andrew Bridgman
Secretary for Justice and Chief Executive
Ministry of Justice

Date: 25/6/15

For and on behalf of the **Ministry of Education**



Peter Hughes
Secretary for Education
Ministry of Education

Date: 24-06-2015

For and on behalf of the **Children's Action Plan Directorate**



Suzanne Mackwell
National Children's Director
Ministry of Social Development

Date: 23/6/15

Defined terms

In this Agreement, unless the context otherwise requires:

“Agreement” means this information sharing agreement, including any variations made by the Parties and approved by Order in Council under section 96J of the Privacy Act 1993

“Agency” has the same meaning in this Agreement as in section 2(1) of the Privacy Act 1993

“Child” has the same meaning as in section 5(1) of the Vulnerable Children Act 2014

“Children’s Action Plan Directorate” means the part of the Ministry of Social Development formed for the purpose of assisting the National Children’s Director to implement the government’s Children’s Action Plan

“Children’s Team” means a group comprised of members drawn from the Parties and other occupations and organisations (including voluntary and statutory organisations, cultural and community groups, government departments and government agencies) convened to share information about a vulnerable child and their family for the purpose of assessing risk and protective factors and implementing an agreed joint management plan

“Environment” includes an environment in which a child’s basic emotional, physical, social, developmental, or cultural needs are not met at the child’s home or in the community

“Family” has the same meaning as “family group” in section 2(1) of the Children, Young Persons, and their Families Act 1989

“Health Information Privacy Code” means the Health Information Privacy Code 1994, issued by the Privacy Commissioner under section 46 of the Privacy Act 1993

“Health practitioner” has the same meaning as in section 5(1) of the Health Practitioners Competence Assurance Act 2003

“Hub” means the part of the Ministry of Social Development that is the central point of contact for receiving and assessing information about concerns relating to vulnerable children

“Improving the wellbeing of vulnerable children” means promoting the best interests of vulnerable children (having regard to the whole of their lives), including (without limitation) taking measures aimed at:

- (a) protecting them from abuse and neglect;
- (b) improving their physical and mental health and their cultural and emotional well-being;

- (c) improving their education and training and their participation in recreation and cultural activities;
- (d) strengthening their connection to their families, whānau, hapū, and iwi, or other culturally recognised family group;
- (e) increasing their participation in decision making about them, and their contribution to society;
- (f) improving their social and economic well-being.

“Lead agency” means the Lead Agency for this agreement for the purpose of section 96H(2) of the Privacy Act

“Ministry of Justice information” means information held by that Ministry as part of the Executive branch of government and includes Court record information that the Ministry is authorised to disclose by the relevant heads of bench or by legislation¹

“National Children’s Director” means the person holding that position in the Lead Agency

“Party” means a Party to this Agreement and **“Parties”** has a corresponding meaning

“Personal information” has the same meaning as in section 2(1) of the Privacy Act

“Sharing”, in relation to any information, means all or any of the following:

- a) collecting the information;
- b) storing the information;
- c) checking the information;
- d) using the information;
- e) disclosing the information;
- f) exchanging the information;
- g) assigning a unique identifier to an individual.

“Vulnerable children” means:

- (a) before Government priorities are set under section 7 of the Vulnerable Children Act 2014, means children who are at significant risk of harm to their well-being, now and into the future, as a consequence of either or both of the following:
 - (i) the environment in which they are being raised:
 - (ii) their own complex needs:
- (b) after Government priorities are set under section 7 of the Vulnerable Children Act 2014, has the meaning given to it by section 5(1) of that Act.

¹ Requests to the Ministry of Justice will only be considered under this AISA if they are received at CAPinfo@justice.govt.nz

2. Commencement

This Agreement comes into force on the date that an Order in Council under section 96J of the Privacy Act 1993 approving it comes into force.

3. Parties

The Parties to this Agreement are:

- the Ministry of Social Development
- the Ministry of Health
- the Ministry of Justice
- the New Zealand Police
- the Ministry of Education
- the Children's Action Plan Directorate.

The Lead Agency is the Ministry of Social Development.

4. The objectives and purposes of this Agreement

- (1) The objectives of this Agreement are to:
 - (a) Provide a framework for the secure and confidential sharing of information to enable the Parties to identify vulnerable children and their families at The Hub, so that The Hub can triage and refer the children and their families appropriately to meet their needs and improve their wellbeing.
 - (b) Help remove barriers to effective information sharing to ensure that vulnerable children and their families receive integrated and coordinated services.
 - (c) Provide certainty about the circumstances in which personal information about vulnerable children and their families can be shared by the Parties.
 - (d) Provide an appropriate level of security and transparency for the sharing of personal information.
- (2) This Agreement authorises the sharing of personal information at The Hub for the following purposes:
 - (a) identifying vulnerable children and their families;
 - (b) conducting an initial assessment of the likely needs of vulnerable children and their families;
 - (c) determining appropriate referrals to address the needs of vulnerable children and their families;
 - (d) monitoring outcomes for vulnerable children and their families, including the sharing of information for the purpose of professional supervision of service providers.

5. **Public services to be facilitated under this Agreement**

The public service the Agreement is intended to facilitate is improving the well-being of vulnerable children:

- (a) through coordinated and collaborative action across agencies to better identify, support and protect vulnerable children; and
- (b) by increasing the effectiveness of services for vulnerable children.

6. **Principles**

The following principles apply to the operation of this Agreement:

- (a) The safety, welfare and well-being of a vulnerable child and their family are paramount considerations when making decisions to share information with or about them.
- (b) Unless it is impracticable to do so or doing so would or might endanger the safety of any person, vulnerable children and their families have a right to express their views and have them taken into account when decisions are made about information sharing under this Agreement.
- (c) Whenever practicable, the reasons why information should be shared needs to be communicated openly and honestly with vulnerable children and their family.
- (d) Information sharing under this Agreement shall be relevant, necessary and proportionate to the circumstances and needs of a vulnerable child and their family and shall be consistent with the purposes and scope of this Agreement.

7. **The personal information that may be shared under this Agreement**

- (1) The Parties may share the following personal information about identifiable individuals to achieve the purpose(s) in clause 4(2):
 - (a) the name and address of a child, and the names and address or addresses of the child's parents and caregivers;
 - (b) a child's date of birth;
 - (c) a notification or an alert from a health practitioner that a child or the child's family is at risk;
 - (d) any history of harm to a child or history of harm to a child in the child's family;
 - (e) information about a child's physical or mental health, which may indicate that the child has been abused or neglected or is at risk of abuse or neglect;

- (f) information about a child's current and previous well-being, including financial circumstances, or issues of concern about the child's well-being, including financial circumstances;
 - (g) information about a child's psychological or emotional difficulties;
 - (h) information about the capacities and strengths of a child and the child's family;
 - (i) issues of concern that have been raised with respect to a child's education, including any special education needs;
 - (j) information that indicates that a child has a record of a substance abuse problem or a history of violence;
 - (k) information about whether a parent or caregiver of a child has a mental illness
 - (l) information about whether a parent or caregiver of a child has a substance abuse problem or a history of family violence;
 - (m) information about a person who may pose a risk to a child and information about that risk;
 - (n) an assessment of a child for the purposes of the Children, Young Persons, and Their Families Act 1989.
- (2) A Party may share personal information with the Hub for one or more of the purposes in clause 4(2).
- (3) The Hub may share personal information with a Party for one or more purposes in clause 4(2).

8. Modification of Information Privacy Principles and Health Information Privacy Code

(1) Modification to Information Privacy Principle 2 and Health Information Privacy Code Rule 2

It is not a breach of Information Privacy Principle 2 or Health Information Privacy Code Rule 2, if a Party shares personal information in accordance with the terms of this Agreement for one or more of the purposes in clause 4(2).

(2) Modification to Information Privacy Principle 10 and Health Information Privacy Code Rule 10

It is not a breach of Information Privacy Principle 10 or Health Information Privacy Code Rule 10 if a Party shares personal information with another part of the agency in accordance with the Agreement for one or more of the purposes in clause 4(2).

(3) **Modification to Information Privacy Principle 11 and Health Information Privacy Code Rule 11**

It is not a breach of Information Privacy Principle 11 or Health Information Privacy Code Rule 11 if a Party shares personal information for one or more of the purposes in clause 4(2).

9. Safeguards that apply to protect the privacy of individuals and to ensure that any interference with their privacy is minimised

Secure sharing of information

- (1) The Parties will use secure information technology systems, which are compliant with applicable Government security policies and protocols, for example SEEMail, encrypted Iron Key, or other secure methods, to ensure that any personal information which is shared under the Agreement -
- (a) can only be accessed by an authorised person from a Party that is the intended recipient of the information;
 - (b) cannot be accessed by an unauthorised person; and
 - (c) cannot be altered or tampered with.

Disclosure

- (2) No Party will provide personal information obtained under this Agreement to any agency or individual that is not a Party except where authorised by or under law or required by a Court.

Storage of personal information

- (3) Any Party receiving personal information under this Agreement will store the personal information in a secure system that protects the information against unauthorised use, modification, access and disclosure.

Transfer of personal information within an agency

- (4) Any Party holding personal information collected under this Agreement may share that information, for the purposes set out in clause 4(2), with another part of that Party and will take reasonable steps to ensure that:
- (a) the information is only provided to, and accessed by, authorised staff;
 - (b) the information is protected against unauthorised use, modification, access and disclosure; and
 - (c) information that is obtained with specific restrictions how it may be used is only shared in accordance with those restrictions.

Training

- (5) Each Party shall ensure that staff with access to personal information under this Agreement either receive appropriate training and/or are issued with guidelines to ensure compliance with the terms and conditions of this Agreement.

Retention of information

- (6) A Party may retain personal information required for the purposes of this Agreement for as long as is required for the purposes specified in this Agreement and as required by the Public Records Act.

Staff obligations

- (7) The Parties shall ensure that their staff and contractors who have access to information covered by this Agreement are subject to contractual obligations which prohibit:
 - (a) Unauthorised access to, or use of, personal information which is the subject of this Agreement; and
 - (b) Unauthorised disclosure of personal information covered by this Agreement.

10. Overview of operational details

- (1) All Parties may provide information to The Hub.
- (2) The information flows in The Hub and to the Children's Teams are detailed in Appendix 1.
- (3) The actions taken by The Hub staff will be determined by their processes and policies. Processes and policies can be changed over time and authorised by the Parties.
- (4) Operational and technical aspects of this information sharing will be recorded in Information Sharing Procedures which will be developed by the Parties.
- (5) All practicable steps shall be taken to ensure that any personal information shared is accurate and is the minimum information necessary to achieve the purpose of the request.
- (6) The Lead Agency shall maintain an audit trail of requests made, and disclosures given, to provide a record of events if required in the case of investigations of the operation of this Agreement.
- (7) The Lead Agency shall also maintain appropriate information systems and records about information transfers. These records should cover when information has been given, when it has been refused and what medium has been used, including paper, electronic or oral information. The records should also cover the disposal and correction of information.

- (8) The Parties agree to provide the Lead Agency with any information that they hold to allow the Lead Agency to comply with its reporting requirements under sections 96S and 96T of the Privacy Act 1993.

11. Disclosures of information by The Hub

Information collected and used by the Hub, may be disclosed to other agencies for the purposes defined in clause 4(2) or as otherwise authorised or required by law.

12. Adverse actions

- (1) Section 96Q of the Privacy Act requires agencies to provide written notice to an individual before any adverse action is taken against them on the basis (whether wholly or in part) because of personal information shared under an information sharing agreement. Individuals have 10 working days to dispute the information received.
- (2) Section 96R of the Privacy Act allows agencies to either shorten or dispense with the 10 day notice period. For the purpose of this Agreement it is proposed to dispense with the notice period specified in section 96Q.
- (3) Before taking any adverse action, reasonable steps will be taken to confirm the accuracy of the information, including:
- (a) the full name and date of birth details will be compared to confirm the child's identity;
 - (b) where multiple children with the same name and date of birth exist, the parties will manually check biographical and other information held about the child to identify the correct child;
 - (c) the primary method of contact will be by direct contact/phone and no information about the child will be disclosed until the identity of the child is confirmed;
 - (d) no information will be sent via email until the individual is verified as the correct person and has authorised email as the preferred method of contact;
 - (e) validation checks and verification of identity, including scripted questions, form part of all contact conversations, and no personal information will be given to any individual until their identity is confirmed; and
 - (f) before taking adverse action New Zealand Police must comply with all applicable NZ Police policies and guidelines and the Solicitor General's Prosecution Guidelines (as applicable).

- (4) Adverse actions that the parties are reasonably expected to take as a result of sharing information under the AISA may include:
- (a) referral of a child to the part of the Ministry of Social Development known as Child, Youth and Family;
 - (b) child protection action under the Children, Young Persons and their Families Act 1989; and
 - (c) law enforcement action in relation to the commission or suspected commission of an offence.

13. Viewing this document

This document is available to the public online at www.msd.govt.nz and www.childrensactionplan.govt.nz and at:

Ministry of Social Development
Bowen State Building
Bowen Street
Wellington 6011

14. Assistance statement

- (1) All Parties will nominate a person who is responsible for receiving complaints about any interference with privacy connected with the operation of the AISA.
- (2) All Parties must have a complaints procedure that provides for:
 - (a) the acknowledgment of the receipt of a complaint;
 - (b) the provision of information about any internal and external complaints procedures;
 - (c) the investigation of complaints;
 - (d) reporting the results of the investigation, and any actions that will be taken as a result to the complainant; and
 - (e) providing the complainant with information about their right to complain to the Privacy Commissioner.
- (3) All Parties will provide any reasonable assistance that is necessary in the circumstances to allow the Privacy Commissioner or an individual who wishes to make a complaint about an interference with privacy to determine the agency against which the complaint should be made.

15. Security breaches

- (1) If a Party has reasonable cause to believe that any breach of any security provisions in this Agreement has occurred, or may occur, they shall comply with the Office of the Privacy Commissioner's Privacy Breach Guidelines². Parties shall also notify the Lead Agency of the breach.
- (2) All Parties shall ensure that reasonable assistance is provided to the investigating Party in connection with all inspections and investigations. The investigating Party will ensure that other relevant Parties are kept informed of any developments.

16. Dispute Resolution

- (1) Should any dispute or differences relating to the interpretation or application of this Agreement arise the relevant Parties will meet in good faith with a view to resolving the dispute or difference as quickly as possible.
- (2) If the Parties are unable to resolve any dispute within 60 days, the matter shall be referred to the Chief Executive of the Ministry of Social Development, or their delegated representatives for resolution.
- (3) The Parties shall continue to fully comply with their obligations under this Agreement despite the existence of any dispute.

17. Review of this Agreement

- (1) The Lead Agency shall conduct annual reviews of this Agreement. The results of the review will be included in the agency's Annual Report.
- (2) The Parties shall co-operate with each other in any review and will take all reasonable actions to make the required necessary resources available.

18. Variations

- (1) Variations to this Agreement will be made in accordance with section 96V of the Privacy Act 1993.
- (2) In accordance with section 96V of that Act, no variation has effect until the Agreement as amended is approved by Order in Council under section 96J of that Act.

19. Termination

This Agreement shall continue in force until the Parties agree to terminate the Agreement or the Order in Council approving it under section 96J of that Act is earlier revoked.

² <https://www.privacy.org.nz/news-and-publications/guidance-resources/privacy-breach-guidelines-2/>

Appendix 1

