



1 OCT 2018

Dear [REDACTED]

On 3 September 2018, you emailed the Ministry requesting, under the Official Information Act 1982, a copy of the information sharing agreement between Oranga Tamariki – Ministry for Children (Oranga Tamariki) and the Ministry of Social Development (the Ministry).

You were initially provided with a link to the 2015 document '*Information Sharing Agreement for improving Public Services for Vulnerable Children*'. This document is an Approved Information Sharing Agreement (AISA), which is a sharing arrangement that has been approved by the Privacy Commissioner and Government. This agreement allows for confidential and private information to be shared between the Ministry and Oranga Tamariki.

Please note that at the time the agreement was written and signed, the Ministry incorporated Child, Youth and Family (CYF). In 2017, a new agency, Oranga Tamariki – Ministry for Children, was established and incorporated the functions of CYF. This new agency was separated from the Ministry through the powers of the State Sector Act 1988. Section 30H of the State Sector Act also provides that if a reference to a particular department is no longer appropriate as the department's name has changed, then any reference to the defunct department should be read as a reference to the new department. As such, references to CYF in this document should be read as referring to Oranga Tamariki.

A timeline of the changes to the Ministry's structure, including the establishment of Oranga Tamariki, is available on the Ministry's website at [www.msd.govt.nz/about-msd-and-our-work/about-msd/history/index.html](http://www.msd.govt.nz/about-msd-and-our-work/about-msd/history/index.html).

Information sharing between the Ministry and Oranga Tamariki is also governed by the attached Information Sharing Agreement. This document was created in 2017 during the separation of the new agency, and allows for information sharing for the purposes of supporting the continuity of services during the transitional period. Please note that due to the dynamic nature of transitional processes of this scale, some of the information in this document is out of date, reflecting changes to the shared services arrangements between the Ministry and Oranga Tamariki.

A number of transitional arrangements remain in place between the two agencies as Oranga Tamariki continues to establish its own technical infrastructure separate from the Ministry's. The Ministry continues to provide shared services for all information technology, data warehousing and data storage. These arrangements do not mean that the Ministry can access or use Oranga Tamariki information for its own purposes. Information is only shared between the agencies where there is legal provision to do so, as with any government agency.

The Ministry and Oranga Tamariki also share information for the purposes of providing services for young people not in employment, education, or training. This information sharing, which also includes the Ministry of Education, is governed by a 2012 information sharing agreement between the Ministries of Social Development and Education. As with the agreement initially provided to you, please note that under the State Sector Act, this agreement now also incorporates Oranga Tamariki. The agreement is available on the Youth Service website at [www.youthservice.govt.nz/documents/1135-mou-moe-msd-for-youth-services-2012.pdf](http://www.youthservice.govt.nz/documents/1135-mou-moe-msd-for-youth-services-2012.pdf).

In addition to these information sharing agreements, certain legislative provisions also exist to allow the Ministry and Oranga Tamariki to share confidential and private information in certain circumstances. Any request sent to the Ministry from Oranga Tamariki under these provisions is assessed under the requirements of the legislation, and no information will be disclosed unless it meets those requirements. These are:

- Section 66 of the Oranga Tamariki Act 1989, which allows for the sharing of information across government where it is believed that a child is at risk of harm. This legislation requires agencies to provide any information relating to a child or young person, where the information is required to determine whether they are in need of care and protection. This is most likely to occur in relation to specific cases where a social worker from Oranga Tamariki and a case manager from the Ministry work together to ensure the safety of a child or young person. The relevant legislation is available at [www.legislation.govt.nz/act/public/1989/0024/124.0/DLM150049.html](http://www.legislation.govt.nz/act/public/1989/0024/124.0/DLM150049.html).
- Section 11 of the Social Security Act 1964 empowers the Ministry to collect information relating to eligibility to benefits, including from another agency. This power is exercised on the basis of the Code of Conduct developed in accordance with section 11B of the Social Security Act. The Code of Conduct sets out the conditions under which the powers granted to the Ministry under section 11 of the Social Security Act may be exercised. A copy of this document is available on the Ministry's website at [www.msd.govt.nz/documents/about-msd-and-our-work/about-msd/legislation/code-of-conduct-section-11-ssa.pdf](http://www.msd.govt.nz/documents/about-msd-and-our-work/about-msd/legislation/code-of-conduct-section-11-ssa.pdf). The Social Security Act is available in full at [www.legislation.govt.nz/act/public/1964/0136/229.0/DLM360781.html](http://www.legislation.govt.nz/act/public/1964/0136/229.0/DLM360781.html).
- The Privacy Act 1993 includes various provisions allowing for information to be shared for a number of reasons. Section 6 of the Privacy Act sets out the information privacy principles, including principle 11 which sets out the limits of disclosure, and the rules under which personal information may be shared. This may include sharing information to ensure that the law is maintained, to protect public revenue, for legal proceedings, where there is a serious risk of public safety, for national security reasons, for the sale of a business, or for research purposes. The Privacy Act is available in full at [www.legislation.govt.nz/act/public/1993/0028/latest/DLM296639.html](http://www.legislation.govt.nz/act/public/1993/0028/latest/DLM296639.html).

The principles and purposes of the Official Information Act 1982 under which you made your request are:

- to create greater openness and transparency about the plans, work and activities of the Government,

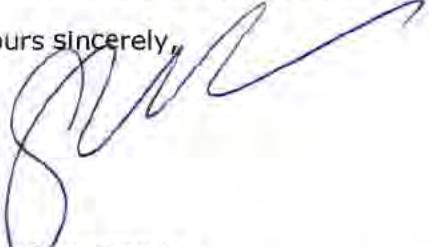
- to increase the ability of the public to participate in the making and administration of our laws and policies and
- to lead to greater accountability in the conduct of public affairs.

This Ministry fully supports those principles and purposes. The Ministry therefore intends to make the information contained in this letter and any attached documents available to the wider public shortly. The Ministry will do this by publishing this letter and attachments on the Ministry of Social Development's website. Your personal details will be deleted and the Ministry will not publish any information that would identify you as the person who requested the information.

If you wish to discuss this response with us, please feel free to contact [OIA Requests@msd.govt.nz](mailto:OIA Requests@msd.govt.nz).

If you are not satisfied with this response regarding information sharing between the Ministry of Social Development and Oranga Tamariki, you have the right to seek an investigation and review by the Ombudsman. Information about how to make a complaint is available at [www.ombudsman.parliament.nz](http://www.ombudsman.parliament.nz) or 0800 802 602.

Yours sincerely,



Stephen Crombie  
**Deputy Chief Executive, Corporate Solutions**



**MINISTRY OF SOCIAL  
DEVELOPMENT**  
TE MANATŪ WHAKAHIATO ORA



**ORANGA  
TAMARIKI**  
Ministry for Vulnerable Children

## **Information Sharing Agreement**

**to support continuity of services for and by the Ministry  
for Vulnerable Children, Oranga Tamariki**

**Ministry of Social Development**

**and**

**Ministry for Vulnerable Children, Oranga Tamariki**

**In Confidence**

**Document version control**

<b>Version</b>	<b>Signing Date</b>	<b>Changes</b>	<b>Signed</b>	
1	24 March 2017	Not applicable.	Deemed signed on execution of cover sheet to Overarching Relationship Agreement.	
			MSD	MVCOT
			MSD	MVCOT
			MSD	MVCOT

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# Information Sharing Agreement

## Parties

The Sovereign in right of New Zealand acting by and through the Chief Executive of the **Ministry of Social Development (MSD)**

and

The Sovereign in right of New Zealand acting by and through the Chief Executive of the **Ministry for Vulnerable Children, Oranga Tamariki (MVCOT)**

## Background

- 1 This Agreement is one of the Subordinate Agreements entered into between MSD and MVCOT which, together with the Overarching Relationship Agreement, supports the establishment of MVCOT as a new department.
- 2 This Agreement addresses the sharing of information between MSD and MVCOT and (in relation to existing Sharing Authorities) between other agencies and MVCOT (and where applicable MSD) to enable continuity of business processes and services to clients and customers that, prior to 1 April 2017, were the sole responsibility of MSD but which are now divided between MSD and MVCOT.
- 3 The Agreement addresses sharing arrangements for a broad range of information: personal information, business and commercially sensitive information, other classified information and unclassified information.
- 4 When the parties' Chief Executives signed the cover sheet to the Overarching Relationship Agreement, they were deemed by that Agreement to have signed the execution copy of this Agreement as well, without the need for separate signatures.

## 1. Overarching Agreement

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- 1.1 This Agreement is entered into under, and needs to be read together with, the Overarching Relationship Agreement.

## 2. Term

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- 2.1 This Agreement will commence on 1 April 2017 and will continue until the parties agree to terminate it.
- 2.2 The parties intend to review the Agreement within 12 months of the Chief Executives making their elections following the CE Review referred to in clause 4.3 of the Overarching Relationship Agreement.

### 3. Purpose

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- 3.1 The purpose of this Agreement is to:
- (a) set out principles that the parties are to take into account when sharing information with one another;
  - (b) acknowledge and apply the statutory context in which information sharing does and will occur;
  - (c) record the parties' agreement regarding their preliminary understanding of the sharing of information between them and the justifications for each information flow;
  - (d) describe the process for reviewing the information flows;
  - (e) record the Sharing Authorities that (prior to 1 April 2017) justified the sharing of information between MSD and third parties and which the parties intend (pursuant to the State Sector Act) to read as referring to or including MVCOT, as applicable; and
  - (f) outline the oversight processes that apply to information sharing matters and how issues in relation to information sharing are to be resolved.
- 3.2 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 (IPPs) in that Act.
- 3.3 Except as expressly stated otherwise, nothing in this Agreement affects the parties' need to comply with clause 10 (Information and confidentiality) of the Overarching Relationship Agreement which contains general obligations relating to, among other things, personal information, privacy breaches, compliance with the Public Records Act 2005, requests under the Official Information Act 1982 and Privacy Act 1993, confidential information and security.

### 4. Statutory and other context

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#### 4.1 Statutory context

The parties acknowledge that the statutory context for information sharing between them includes, as applicable in a given situation:

- (a) the State Sector Act 1988 (for its provisions on reorganisations within the Public Service);
- (b) the Privacy Act 1993 (for personal information);
- (c) legislation governing the use and sharing of specific types of information, including:
  - (i) the Social Security Act 1964;
  - (ii) the Children, Young Persons, and Their Families Act 1989 (including proposed amendments to this Act that, once enacted, are expected to facilitate information sharing for the care and protection of children);
  - (iii) the Tax Administration Act 1994;
  - (iv) the Vulnerable Children Act 2014;

- (v) the Child Protection (Child Sex Offender Government Agency Registration) Act 2016;
  - (vi) the Corrections Act 2004;
  - (vii) the Protected Disclosures Act 2000; and
  - (viii) the Privacy (Information Sharing Agreement for Improving Public Services for Vulnerable Children) Order 2015 and associated Approved Information Sharing Agreement; and
- (d) the Official Information Act 1982 (in relation to the transfer of requests for official information to the appropriate department).

#### 4.2 Application of the State Sector Act 1988

- (a) The parties agree that the application of the Acts, instruments and other things referred to in clauses 4.1(b) and 4.1(c) may be affected by provisions in the State Sector Act 1988 and associated Orders in Council that relate to reorganisations and the transfer of functions within the Public Service.
- (b) The effect of these provisions is that, where functions of MSD have been transferred to MVCOT, all references to MSD or its Chief Executive (in statute or elsewhere) relating to those functions are to be read as a reference to MVCOT or its Chief Executive. This transfers MSD's rights, obligations and interests to MVCOT.
- (c) Specifically:
  - (i) section 30H(3) of the State Sector Act 1988 states:

“(3) If an enactment or other thing refers to a particular department or departmental agency and that reference is no longer appropriate because functions have been transferred elsewhere in the Public Service, the reference must be read as a reference to the new responsible department or new responsible departmental agency”;
  - (ii) section 30I(3) states:

“(3) If an enactment or other thing refers to a chief executive of a particular department or departmental agency and that reference is no longer appropriate because functions have been transferred elsewhere in the Public Service or between chief executives, the reference must be read as a reference to the new responsible chief executive”;
  - (iii) section 30J(1) states that sections 30H and 30I:
    - (A) “apply to things that are in force or existing at the time of the transfer of functions”; and
    - (B) “apply to references in anything, including (without limitation) deeds, agreements, proceedings, instruments, documents, and notices”;

- (iv) section 30J(2) states that regulations<sup>1</sup> made under section 30K may apply sections 30H and 30I to things also coming into force, entered into, or created during a transitional period after the transfer of functions that is specified in those regulations; and
- (v) clause 4(2) of the State Sector (Ministry for Vulnerable Children, Oranga Tamariki) Order 2016, which applies in respect of all functions transferred from MSD to MVCOT (clause 4(1)), states that:
 

“(2) Sections 30H and 30I of the State Sector Act 1988 apply to enactments or other things coming into force, entered into, or created during the transitional period beginning 1 April 2017 and ending on 31 March 2018, after the transfer of functions referred to in subclause (1).”

**4.3 Application of the Privacy Act 1993 – MSD as agent or processor for MVCOT and vice versa**

- (a) The parties agree that:
  - (i) in relation to MSD's holding of personal information provided by MVCOT (**the MVCOT Personal Information**) for many of the Services and Arrangements, MSD holds the MVCOT Personal Information:
    - (A) solely as an agent of MVCOT; or
    - (B) for the sole purpose of processing the information on behalf of MVCOT; and
  - (ii) where this is the case and MSD does not use or disclose the information for its own purposes:
    - (A) under section 3(4) of the Privacy Act the MVCOT Personal Information is deemed to be held by MVCOT; and, therefore
    - (B) MSD is not “collecting” the MVCOT Personal Information for the purposes of IPP2 (Source of personal information) or IPP3 (Collection of information from subject);
    - (C) MVCOT is not “disclosing” the MVCOT Personal Information to another agency for the purposes of IPP11 (Limits on disclosure of personal information); and
    - (D) MSD is not the party responsible for checking the accuracy of the personal information before its use, to the extent that that may be required in given circumstances by IPP8 (Accuracy, etc, of personal information to be checked before use).

For example, where MVCOT provides MSD with MVCOT employee and payroll-related information to enable MSD to provide payroll and leave-related services to MVCOT, MSD is holding the personal information solely as an agent for MVCOT and has the information

<sup>1</sup> Section 29 of the Interpretation Act 1999 states that, in an enactment, “regulation” includes an Order in Council.

solely for the purpose of processing it on behalf of MVCOT. Note, however, that for section 3(4) to apply, MSD must not use or disclose the information for its own purposes.

- (b) In the context of the Community Investment Agreement, the converse of the analysis in clause 4.3(a) may apply in relation to MVCOT holding personal information solely as an agent of MSD or for the sole purpose of processing the information on behalf of MSD.

#### 4.4 Application of Privacy Act - Information Privacy Principles (IPPs)

- (a) The parties also understand and acknowledge that if, for a given category of personal information:

- (i) the statutes described in clauses 4.1(a) and 4.1(c) cannot be relied upon to justify the sharing of personal information between the parties; and
- (ii) one party (the **first party**) is not acting solely as an agent for the other party (the **second party**) or for the sole purpose of safe custody or processing of the information for the second party (which means the personal information is not deemed under section 3(4) of the Privacy Act to be held by the second party),

then

- (iii) IPP 11 (Limits on disclosure of personal information) may apply to allow the first party to disclose the personal information to the second party where the first party believes, on reasonable grounds, that one of the listed exceptions applies, for example that:
  - (A) the disclosure is directly related to the purposes in connection with which the information was obtained (IPP 11(a)); or
  - (B) the source of the information is a publicly available publication and, in the circumstances of the case, it would not be unfair or unreasonable to disclose the information (IPP 11(b)); or
  - (C) the disclosure is authorised by the individual concerned (IPP 11(d)); or
  - (D) the disclosure is necessary to avoid prejudice to the maintenance of the law by any public sector agency (including the prevention, detection, investigation, prosecution, and punishment of offences) or for the conduct of proceedings (commenced or reasonably contemplated) before any court or tribunal (IPP 11(e)(i) and (iv)); or
  - (E) the disclosure is necessary to prevent or lessen a serious threat (as defined in section 2(1) of the Privacy Act)<sup>2</sup> to the life or health of one or more individuals (IPP 11(f)); or
  - (F) the information is to be used in a form in which the individual concerned is not identified, or is to be used for statistical or research purposes and will

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<sup>2</sup> "Serious threat" means a threat that an agency reasonably believes to be a serious threat having regard to all of the following: (a) the likelihood of the threat being realised; and (b) the severity of the consequences if the threat is realised; and (c) the time at which the threat may be realised.

not be published in a form that could reasonably be expected to identify the individual concerned (IPP 11(h)); or

- (G) the disclosure is in accordance with an authority granted under section 54 of the Privacy Act (IPP 11(i)),

bearing in mind that each proposed disclosure needs to be considered on its merits to ensure the first party believes on reasonable grounds that the relevant exception applies; and

- (iv) IPP2 (source of personal information) may apply to allow the second party to collect the personal information from the first party (rather than from the individuals concerned) where the second party believes on reasonable grounds that:

- (A) the information is publicly available information (IPP 2(2)(a)); or
- (B) the individual concerned authorises collection of the information from someone else (IPP 2(2)(b)); or
- (C) non-compliance with IPP 2 would not prejudice the interests of the individual concerned (IPP 2(2)(c)); or
- (D) non-compliance with IPP 2 is necessary to avoid prejudice to the maintenance of the law by any public sector agency (including the prevention, detection, investigation, prosecution, and punishment of offences) or for the conduct of proceedings (commenced or reasonably contemplated) before any court or tribunal (IPP 2(2)(d)(iv) and (iv)); or
- (E) compliance with IPP2 would prejudice the purposes of the collection (IPP 2(e)); or
- (F) compliance with IPP 2 is not reasonably practicable in the circumstances of the particular case (IPP 2(f)); or
- (G) the information will not be used in a form in which the individual concerned is identified, or will 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 (IPP 2(2)(g)); or
- (H) the collection is in accordance with an authority granted under section 54 of the Privacy Act (IPP 2(2)(h)),

again bearing in mind that:

- (I) usually each proposed collection needs to be considered on its merits;
- (J) while the exceptions to IPP 2 may authorise the second party to collect information from the first party, the first party remains subject to IPP 11 and must ensure it has authority to disclose the information; and
- (K) under IPP 8, an agency that holds personal information shall not use that information without taking such steps (if any) as are, in the circumstances, reasonable to ensure that, having regard to the purpose for which the

information is proposed to be used, the information is accurate, up to date, complete, relevant, and not misleading.

#### 4.5 Other context

The parties acknowledge that, in some situations, information sharing may be subject to:

- (a) applicable contracts (for commercial and potentially other forms of information);
- (b) non-contractual obligations of confidentiality;
- (c) the general law (including the tort of privacy); and/or
- (d) the Government's Protective Security Requirements.<sup>3</sup>

### 5. General information sharing principles

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5.1 The principles referred to in clause 3.1(a), which supplement the general relationship principles and expectations in clause 3 of the Overarching Relationship Agreement, are as follows:

- (a) widespread and efficient sharing of various kinds of personal and non-personal information between MSD and MVCOT is pivotal to:
  - (i) the MSD-MVCOT working relationship; and
  - (ii) enabling both agencies to carry out their statutory functions and Government policies and objectives;
- (b) information sharing that, prior to 1 April 2017, occurred within and across different branches and business units of MSD, in relation to functions that have now been transferred to MVCOT, needs to continue as between the relevant MSD business units or other providers of information and MVCOT; that information sharing:
  - (i) must continue unless unlawful; and
  - (ii) is expected to be facilitated by amendments that are expected to be made to the Children, Young Persons, and Their Families Act 1989, Education Act 1989 and Domestic Violence Act 1995;
- (c) MSD and MVCOT must use their best endeavours to ensure that all information sharing between them is and remains lawful;
- (d) all of the personal information to be shared needs to be protected at all times against unauthorised access, use or disclosure; and
- (e) MSD and MVCOT staff who have access to sensitive information relating to children must treat that information with the utmost care.

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<sup>3</sup> See [protectivesecurity.govt.nz](http://protectivesecurity.govt.nz)

## **6. Information flows relating to the delivery of corporate services**

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### **6.1 Context**

The parties acknowledge that, in relation to:

- (a) MSD's provision to MVCOT of Services under the Purchased Services Agreement, Transitional Services Agreement and Occupancy Agreement;
- (b) MVCOT's provision to MSD of Services under the Community Investment Agreement; and
- (c) each party's participation in the Arrangements under the Shared Ownership Legal Services Agreement,

the relevant party or parties will usually be acting as a service provider to the other party and/or as an agent or processor of information for the other party.

### **6.2 Description of information flows and justifications**

Schedule 1 to this Agreement sets out a preliminary assessment of the main information flows between MSD and MVCOT in relation to the corporate services and the justifications for those flows. To the extent that these information flows have been identified in schedules to the other Subordinate Agreements, the flows have been carried across to Schedule 1.

### **6.3 Authority for information sharing**

- (a) Without limiting the parties' need to check Schedule 1 for the specific information flows, in relation to personal information, the parties agree that where the relevant party or parties are acting as an agent or processor of information for the other party (for example, in relation to the provision of IT or payroll services):
  - (i) section 3(4) of the Privacy Act enables the sharing of personal information as long as:
    - (A) the receiving party does not use or disclose the information for its own purposes (including for its own statutory duties and functions); and
    - (B) there is no express statutory prohibition on the sharing; or
  - (ii) if section 3(4) does not apply and there is no express statutory prohibition on the sharing, the personal information may be able to be shared under the Privacy Act's IPPs or under any other applicable statutory authority,

in each case as further described in clause 4.3 or clause 4.4 above and as indicated for the relevant information flows in Schedule 1.

- (b) In relation to non-personal information, the parties agree that there will be no legal impediment to sharing the information for the purposes of the Services and Arrangements referred to in clause 6.1, subject only to:
  - (i) the need to comply with specific confidentiality obligations that may arise under contract or otherwise at law in relation to particular items or categories of information (if any); or
  - (ii) express statutory prohibition.

## 7. Information flows relating to client information

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### 7.1 Context

- (a) The parties acknowledge that the importance of their sharing personal information to exercise their statutory functions and implement Government policies is consistent with or has been recognised by:
- (i) express statutory provisions (including amendments that are expected to be made to the Children, Young Persons, and Their Families Act, Education Act 1989 and Domestic Violence Act 1995);
  - (ii) the potential for codes to be issued by the Minister under the Children, Young Persons, and Their Families Act (pursuant to amendments that are expected to be made to that Act) to guide child welfare and protection agencies and independent persons on the application of the information sharing provisions that are expected to be inserted into the Act;
  - (iii) amendments that are expected to be made to the Health Information Privacy Code 1994;
  - (iv) an Approved Information Sharing Agreement under Part 9A of the Privacy Act;
  - (v) references in IPPs 10 and 11 to using and disclosing personal information to prevent or lessen a serious threat to the life or health of an individual and for maintenance of the law (including the prevention, detection, investigation, prosecution and punishment of offences); and
  - (vi) the Office of the Privacy Commissioner's "Sharing personal information of families and vulnerable children: A guide for inter-disciplinary groups" and associated Escalation Ladder (available at <https://www.privacy.org.nz/privacy-for-agencies/sharing-information-about-vulnerable-children/>).
- (b) The parties also acknowledge that, prior to 1 April 2017, a range of information flows (primarily personal information flows) were in place between other agencies and MSD under:
- (i) memoranda of understanding;
  - (ii) agreements;
  - (iii) express statutory provisions;
  - (iv) Approved Information Sharing Agreements under Part 9A of the Privacy Act; or
  - (v) Information Matching Agreements under Part 10 of the Privacy Act
- (together, the **Sharing Authorities**).

### 7.2 Description of information flows and justifications

- (a) Schedule 2 to this Agreement sets out a preliminary assessment of the main information flows between MSD and MVCOT in relation to client information and the justifications for those flows.

- (b) The parties intend to continue with the client-related information sharing between one another that, prior to the Commencement Date, occurred between different business units of MSD, in the context of the statutory and related environment referred to in clause 7.1(a) and the Sharing Authorities referred to in clause 7.1(b):
  - (i) by reading references to MSD as references to MSD and MVCOT or only to MVCOT, as applicable to the context, in accordance with the State Sector Act provisions referred to in clause 4.2; and
  - (ii) otherwise without substantive change but subject to clause 7.2(c)(i).
- (c) The parties acknowledge that:
  - (i) each instance of sharing needs to be considered on its merits; and
  - (ii) the continuation of sharing or new grounds for sharing may be endorsed, modified or created (as applicable) by amendments to the Children, Young Persons, and Their Families Act 1989 and other legislation that are expected to be enacted in mid 2017.

## **8. General responsibilities for the sharing of information between MSD and MVCOT**

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- 8.1 Without limitation to the requirements of any justification for sharing, each party will comply with the other party's reasonable requirements, for a particular information flow, relating to:
  - (a) the methods and timing of sharing the information;
  - (b) technical standards that need to be followed in relation to the sharing of the information;
  - (c) access control, security and storage requirements that need to be implemented for the sharing of the information;
  - (d) quality checking of the information to be shared;
  - (e) security vetting of personnel who will have access to the information;
  - (f) how to deal with technical faults or corrupted data; and/or
  - (g) monitoring and reporting.

## **9. Sharing Authorities to be read under State Sector Act as including or referring to MVCOT**

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- 9.1 Schedule 3 to this Agreement sets out the parties' preliminary identification of the Sharing Authorities that will be read as referring to MSD and MVCOT or only to MVCOT, as applicable, under the State Sector Act provisions referred to in clause 4.2.
- 9.2 For clarity, the Sharing Authorities identified in Schedule 3 include Sharing Authorities that justify information flows between:
  - (a) the parties (and, in some instances, third parties); and

- (b) MVCOT and third parties.

## **10. Information flows, justifications and Sharing Authorities subject to change**

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- 10.1 The parties acknowledge that:
  - (a) In relation to the sharing of information between MSD and MVCOT:
    - (i) the information flows and justifications for them set out in Schedules 1 and 2 are subject to change, including by legislative amendment;
    - (ii) the information should only be used for statutory functions and purposes, taking account of the suggested justifications for sharing listed in Schedules 1 and 2;
  - (b) the Sharing Authorities in Schedule 3 are likewise subject to change, including by legislative amendment or when MVCOT establishes separate sharing authorities with third parties; and
  - (c) the parties may need to amend Schedules 1, 2 and 3 as a result of the Review referred to in clause 11 and otherwise from time to time to keep them current.

## **11. Review**

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- 11.1 The parties acknowledge that Schedules 1 and 2 contain a preliminary assessment of the information flows and the justifications for those flows relating to both the delivery of corporate services and client information.
- 11.2 The parties are undertaking a review of these information flows and justifications (the **Review**) to determine:
  - (a) whether they remain fit for purpose;
  - (b) whether any substantive changes are required to better serve the division of functions between MSD and MVCOT;
  - (c) whether and, if so, the extent to which it would be desirable for:
    - (i) the parties to rely on existing justifications or whether sharing ought to be the subject of either an Approved Information Sharing Agreement under the Privacy Act or an express statutory information provision in other legislation; and/or
    - (ii) existing bilateral memoranda of understanding and agreements to be converted into multi-agency memoranda of understanding or agreements; and
  - (d) whether any other remedial work is or may be required.
- 11.3 The Review will also examine the Sharing Authorities in Schedule 3 to determine whether MVCOT needs to establish new separate sharing authorities with third parties
- 11.4 MSD is leading the Review and will ensure that MVCOT is consulted throughout the Review process. MVCOT may request information from MSD in relation to the Review and will participate in and provide information to MSD in relation to the Review to the extent MSD reasonably requires.

- 11.5 The parties agree to develop a detailed work program for the Review, with timelines, resource implications and oversight structures. If a work program has not been approved by the Corporate Services Board by 1 April 2017, the parties' Strategic Relationship Managers will, as soon as practicable after that date and no later than 1 May 2017, jointly recommend a proposed program to the Centralised Services Oversight Committee which the Committee may accept, amend or reject as it sees fit. Once the work program is approved by the Committee, changes to it can only be approved by the Committee following joint recommendations by the parties' Strategic Relationship Managers.
- 11.6 The parties agree that, prior to 1 April 2017, Schedules 1, 2 and 3 can be updated by mutual agreement of the parties' legal representatives without the need for any other approval.

## **12. Oversight and resolution of issues generally in relation to information sharing**

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### **12.1 Governance**

Except as otherwise stated in this clause 12:

- (a) the oversight arrangements in the Overarching Relationship Agreement apply to information sharing matters arising under any Subordinate Agreement other than the Shared Ownership Legal Services Agreement (**SOLSA**); and
- (b) the governance arrangements that apply to information sharing matters arising under SOLSA shall be the governance arrangements to be set out in SOLSA.

### **12.2 Potential errors**

- (a) If, during the term of this Agreement, either party has reason to believe that any element of Schedule 1, 2 or 3 is or may be incorrect (e.g. a justification for sharing):
  - (i) that party's Business Relationship Manager shall promptly consult that party's privacy officer and inform the other party's Business Relationship Manager in writing of the element and the reason for believing it is or may be incorrect;
  - (ii) the second party's Business Relationship Manager will consult that party's privacy officer on the information received from the first party;
  - (iii) the parties' Business Relationship Managers shall then consult each other (involving their privacy officers to the extent necessary or desirable) and develop, reasonably promptly, a proposal as to how to address the incorrect element;
  - (iv) that proposal will be considered by the Strategic Relationship Managers who may agree to recommend the proposal to the Centralised Services Oversight Committee; and, if they agree
  - (v) the Centralised Services Oversight Committee will decide whether to accept and implement the proposal,

and while the above steps are taking place the party that controls the flow of information may suspend the flow of information in accordance with clause 12.4.

- (b) If the parties' Strategic Relationship Managers are unable to agree on a proposal to put to the Centralised Services Oversight Committee or if the Centralised Services Oversight Committee is unable to agree upon a proposal put to it, the dispute will be resolved in accordance with the dispute resolution procedure in the Overarching Relationship Agreement.

### **12.3 Privacy breach**

If there is a privacy breach:

- (a) the parties will comply with relevant provisions of clause 10 (Information and confidentiality) of the Overarching Relationship Agreement, particularly clauses 10.3 (Privacy breaches) and 10.7 (Security); and
- (b) if a Sharing Authority regulates the sharing of the personal information in question, the parties or relevant party will comply with any applicable provisions of that Sharing Authority.

### **12.4 Suspension of information sharing**

- (a) If:
  - (i) there is a privacy breach that has or is likely to have an impact on one or more individuals or either of the parties; or
  - (ii) either party has reason to believe a justification for sharing in Schedule 1 or 2 is or may be incorrect; or
  - (iii) a serious complaint is lodged with either party, the Ombudsmen or an Information Regulator in relation to an information flow covered by this Agreement,

the party that controls the flow of information may, subject to clause 12.4(b), suspend the flow of information for a period that that party considers reasonable given the nature and severity of the complaint and any ongoing risk to the security of the kind of information in question.

- (b) If a proposed suspension would affect either party's ability to perform its functions (particularly MVCOT's functions in protecting vulnerable children), the party proposing the suspension will not implement the suspension without approval from the Centralised Services Oversight Committee.

### **12.5 Disputes**

If there is a dispute regarding information sharing the parties will, subject to clauses 12.1 (Governance) and 12.2 (Potential errors) of this Agreement, follow the dispute resolution procedure in the Overarching Relationship Agreement.

### **12.6 Consultation with Information Regulators**

If either party wishes to seek assistance from or consult an Information Regulator in relation to any form of information sharing covered by this Agreement, it will first consult with the other party. To avoid doubt, this clause 12.6 does not prevent a party from keeping its responsible Minister informed of such matters as it considers appropriate and at one or more times that it considers appropriate.

## 13. Change Control Procedures

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- 13.1 Subject to clause 13.2, if either party wishes to:
- (a) make a change to the information sharing arrangements described in Schedule 1, 2 or 3; or
  - (b) propose an additional information sharing arrangement,
- that party will follow the Change Control Procedures set out in the Overarching Relationship Agreement.
- 13.2 Amendments to Schedule 1, 2 or 3 to correct errors or potential errors in the relevant Schedule will follow the procedure in clause 12.2 (Potential errors) of this Agreement.

## 14. Definitions, interpretation and precedence

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### 14.1 Definitions

Unless the context requires otherwise, terms defined in the Overarching Relationship Agreement have the same meaning in this Information Sharing Agreement and the terms below have the meanings given to them:

**Agreement** means this Information Sharing Agreement, including its Schedules;

**Information Regulator** means the Privacy Commissioner, Government Chief Privacy Officer, Government Chief Information Officer, the Government Communications Security Bureau and the Ombudsmen;

**IPP** means an Information Privacy Principle in section 6 of the Privacy Act 1993; and

**Sharing Authorities** has the meaning in clause 7.1(b).

### 14.2 Interpretation and precedence

The rules of interpretation and the precedence provisions set out in clauses 18.2 and 18.3 of the Overarching Relationship Agreement apply to this Agreement.

### SIGNED BY THE PARTIES

In signing the cover sheet to the Overarching Relationship Agreement, the parties' Chief Executives are deemed by clause 4.1(c) of the Overarching Relationship Agreement to have signed the execution copy of this Agreement at the same time without the need for separate signatures.

## Schedule 1: Information flows and justifications for sharing in relation to the delivery of corporate services

1. Introduction

- |     |  |
|-----|--|
| 1.1 | Schedule 1 sets out the preliminary assessment of the main information flows between MSD and MVCOT in relation to the delivery of corporate services together with the basis on which the parties understand the sharing is justifiable and lawful. "MOU / AGMT" stands for "Memorandum of Understanding or Agreement" and "SSA / Order" stands for "the State Sector Act 1988 and State Sector (Ministry for Vulnerable Children, Oranga Tamariki) Order 2016". |
| 1.2 | Work is on-going to refine the parties' understanding of the flows described below, as well as to continue identification of other information flows which will then be added to the Schedule over time.   |

Information	Type Tick all that apply	Direction(s) of flow	Justification for sharing	Details Describe the general reason for sharing and name relevant documents recording the arrangements.
Description of Information			Tick all that apply. Ticking no legal authority might be appropriate where, for example, no personal information is being shared and no other legal barriers to sharing exist.	
Purchased Services				
Internal Fraud				
	Detection and Investigation Detecting and investigating any fraud that involves any MVCO staff member, for example: <ul style="list-style-type: none"><li>- Benefit Fraud</li><li>- Departmental Vote Fraud</li><li>- Information fraud i.e. inappropriate sharing or selling</li></ul>			MVCO > MSD > MVCO Staff member personal details: name, role, business unit, address, DoB, remuneration, payment details, benefit details, criminal convictions, bankruptcy details (e.g. insolvency) and other financial details, family circumstances, criminal convictions, employment history, work related phone/email/internet details
	Prevention Re-designing processes and practices			MSD is acting as the agent or processor of information for MVCO. See Purchased Services Agreement.

Information	Type Tick all that apply	Direction(s) of flow	Justification for sharing	Details Describe the general reason for sharing and name relevant documents recording the arrangements.
Description of Information			Tick all that apply. Ticking no legal authority might be appropriate where, for example, no personal information is being shared and no other legal barriers to sharing exist.	
- Education and training				
• Support and advice to Managers				
Providing on-going support and advice to MVCOT managers, e.g. upon request investigating and advising what their staff are doing in a particular system.				
IPPP				
• Koha: Library as a Service	✓	✓	MVCOT > MSD > MVCOT Staff member personal details: name, role, business unit and interest areas.	MSD is acting as the agent or processor of information for MVCOT. See Purchased Services Agreement.
IMSD:				
• Data & Product Maintenance, Management and Stewardship	✓	?	MVCOT > MSD > MVCOT Staff member personal details: name, role, business unit.	MSD is acting as the agent or processor of information for MVCOT except where it is using or disclosing the information for its own purposes. Each proposal needs to be assessed for compliance with the law. See Purchased Services Agreement.
Schedule 1: Information flows and justifications for sharing in relation to the delivery of corporate services			Supplier's personal details: name address, contract and payment details, item supplied or purchased	MSD is acting as the agent or processor of information for MVCOT except where it is using or disclosing the information for its own
• Solution Design, change, build and implementation	✓	?	MVCOT > MSD > MVCOT MVCOT > MSD > third party	
Develop and agree a work programme, refreshed				

Information	Type Tick all that apply	Direction(s) of flow	Justification for sharing	Details Describe the general reason for sharing and name relevant documents recording the arrangements.
Description of information			<p>every six months, to design, build and implement</p> <p>Tick all that apply. Ticking no legal authority might be appropriate where, for example, no personal information is being shared and no other legal barriers to sharing exist.</p>	<p>Each proposal needs to be assessed for compliance with the law.</p> <p>See Purchased Services Agreement.</p>
			<p>MVCOT &gt; MSD</p> <p>Staff member personal details: name, role, business unit.</p> <p>Client's personal details: name, address, DOB, dependent's name and address, service details, benefit details, payment details from multiple agencies, family circumstances, educational details, criminal convictions.</p> <p>Supplier's personal details: name address, contract and payment details, item supplied or purchased.</p>	<p>MSD is acting as the agent or processor of information for MVCOT except where it is using or disclosing the information for its own purposes.</p> <p>Each proposal needs to be assessed for compliance with the law.</p> <p>See Purchased Services Agreement.</p>
			<p>MVCOT &gt; MSD &gt; MVCOT</p> <p>Staff member personal details: name, role, business unit.</p> <p>Client's personal details: name, address, DOB, dependent's name and address, service details, benefit details, payment details from multiple agencies, family circumstances, educational details, criminal convictions</p> <p>Supplier's personal details: name address, contract and payment details, item supplied or purchased</p>	<p>MSD is acting as the agent or processor of information for MVCOT except where it is using or disclosing the information for its own purposes.</p> <p>Each proposal needs to be assessed for compliance with the law.</p> <p>See Purchased Services Agreement.</p>
			<ul style="list-style-type: none"> <li>• IAP Data warehouse services.</li> </ul>	
			<ul style="list-style-type: none"> <li>• Integrated Data Infrastructure (IDI) – information is stored in the IAP repository</li> </ul>	<p>Information Source</p> <p>MVCOT data from multiple sources that is held in the IAP</p>
				<p>MSD is acting as the agent or processor of information for MVCOT.</p> <p>See Purchased Services Agreement.</p>

Schedule 1: Information flows and justifications for sharing in relation to the delivery of corporate services

Information	Type Tick all that apply	Direction(s) of flow	Justification for sharing	Details Describe the general reason for sharing, and name relevant documents recording the arrangements
Description of information	The IDI makes microdata available to approved users/researchers and is used to support a large amount of research across government and academia.	MVCOT data. Confidentiality commercial in personal	Tick all that apply. Ticking no legal authority might be appropriate where, for example, no personal information is being shared and no other legal barriers to sharing exist.	Describe the general reason for sharing, and name relevant documents recording the arrangements
		Unclassified Other Other SSA / Order Privacy Act (s 36) or IPPs	No legal authority required	
		Information Flow MVCOT>MSD>Statistics NZ Statistics>MSD Statistics>MVCOT		
Finance	<ul style="list-style-type: none"> <li>Financial Accounting Services</li> </ul> Working with Budget Managers to ensure the Departments financial obligations are met and month end processing and cut off is efficient, accurate and in accordance with the timelines issued.	MVCOT > MSD > MVCOT	✓	MSD is acting as the agent or processor of information for MVCOT. See Purchased Services Agreement.
	<ul style="list-style-type: none"> <li>Fixed Asset Accounting            Managing MVCOT's fixed asset register for all</li> </ul>	MVCOT > MSD > MVCOT	✓	MSD is acting as the agent or processor of information for MVCOT.

Information	Type Tick all that apply	Direction(s) of flow	Justification for sharing	Details Describe the general reason for sharing, and name relevant documents recording the arrangements.
Description of information			Tick all that apply. Ticking no legal authority might be appropriate where, for example, no personal information is being shared and no other legal barriers to sharing exist.	
departments and complete all fixed asset accounting and reporting.		Staff member personal details: name, role and business unit.	No legal authority required	See Purchased Services Agreement.
• External Budgeting and Financial Reporting Service Managing MVCOT's external financial reporting obligations and financial returns. <i>Note: other classified due to budget sensitive</i>	MVCOT > MSD > MVCOT All published information will be publicly available.	Other Privacy Act(s) 3(4) or 1PP(s)	Other Privacy Act(s) 3(4) or 1PP(s)	MSD is acting as the agent or processor of information for MVCOT. See Purchased Services Agreement.
• Trust Account Service Unique, on-going service provided to MVCOT. Financial accounting services for the William Wallace Trust and the Children in Care Trusts associated with MVCOT.	MVCOT > MSD > MVCOT Donor's and Award Recipients personal details: name and payment.	Other Confidential Classified	SSA / Order Other Acc	MSD is acting as the agent or processor of information for MVCOT. See Purchased Services Agreement.
• Management of the Financial Control Environment Finance will maintain effective, fit for purpose financial policies and procedures to ensure that MVCOT operates within a secure environment and is aware of and complies with financial reporting requirements.	MVCOT > MSD > MVCOT Staff member personal details: name, role, business unit, contact details, address, DoB, remuneration and payment details Supplier's personal details: name, address, contract and payment details, item supplied or purchased	Other Confidential Classified	SSA / Order Other Acc	MSD is acting as the agent or processor of information for MVCOT. See Purchased Services Agreement.
• Purchase to payment service Common service provided to both Ministries. Finance provides an end to end requisition, purchase order, invoice receipt to payment, accounts payable service. This service covers staff reimbursements and advances as well as supplier invoices.	MVCOT > MSD > MVCOT Staff member personal details: name, employee #, role, business unit. Supplier's personal details: name, address, contract and payment details, item supplied or purchased	Other Confidential Classified	SSA / Order Other Acc	MSD is acting as the agent or processor of information for MVCOT. See Purchased Services Agreement.

Information	Type Tick all that apply	Direction(s) of flow	Justification for sharing	Details Describe the general reason for sharing and name relevant documents recording the arrangements.
Description of information			Tick all that apply. Tick no legal authority might be appropriate where, for example, no personal information is being shared and no other legal barriers to sharing exist.	
	Personal			
	Commercial contacts in			
	Other listed			
	Unclassified			
	Client's personal details: Caregiver's name, address, dependent's name and address and payment details.	MVCOT > MSD > MVCOT	MSD is acting as the agent or processor of information for MVCOT. See Purchased Services Agreement.	
		Staff member personal details: name, role, business unit.		
		Supplier's personal details: name, address, contract and payment details, item supplied or purchased		
		Client's personal details: name, address, DoB, dependent's name and address, service details, benefit details, payment details, family circumstances		
		Debtor's personal details: name, address, contract and payment details, item supplied or recovered		
		Client's personal details: name, address, DoB, dependent's name and address, service details, benefit details, payment details, family circumstances		
		MSD > MSD > MVCOT	MSD is acting as the agent or processor of information for MVCOT. See Purchased Services Agreement.	
		Staff member personal details: name, role, business unit.		
		Debtor's personal details: name, address, contract and payment details, item supplied or recovered		
		Client's personal details: name, address, DoB, dependent's name and address, service details, benefit details, payment details, family circumstances		
		MSD > MSD > MVCOT	MSD is acting as the agent or processor of information for MVCOT. See Purchased Services Agreement.	
		Staff member personal details: name, role, business unit.		
		Advice on domestic and international travel policy, Passport details if travel		
		• Travel Advice and Booking Common service provided to both Ministries. Advice on domestic and international travel policy.		

Information	Type Tick all that apply	Direction(s) of flow	Justification for sharing	Details Describe the general reason for sharing and name relevant documents recording the arrangements.
Description of information	travel rates, incidental expenses and frequently asked questions	overseas, expense claims, travel history Client's personal details: name, address, DoB, dependent's name and address, service details, benefit details, payment details and family circumstances	MSD is acting as the agent or processor of information for MVCOT. See Purchased Services Agreement.	
	• Motor Vehicle Supply (Fleet Management) Common service provided to both Ministries. Provide a fit-for-purpose, safe and accessible vehicle fleet Provide maintenance and compliance activity for vehicles.	MVCOT > MSD > MVCOT  Staff member personal details: name, role, business unit, cost centre, location, fine infringements, driver licence details and age.	MSD is acting as the agent or processor of information for MVCOT. See Purchased Services Agreement.	
	• Procurement Planning, Advice and Assistance Common service provided to both Ministries. Lead high-value, high-risk procurement planning and design activities Provide commercial and probity advice to support procurement activity	MVCOT > MSD > MVCOT  Staff member personal details: name, role, business unit  Supplier's personal details: name, address, contract and payment details, item supplied or purchased	MSD is acting as the agent or processor of information for MVCOT. See Purchased Services Agreement.	
	• Procurement Management and Delivery Common service provided to both Ministries. Working with customers to manage and deliver the procurement of services and products with technical excellence and minimal delay.	MVCOT > MSD > MVCOT  Staff member personal details: name, role, business unit  Supplier's personal details: name, address, contract and payment details, item supplied or purchased	MSD is acting as the agent or processor of information for MVCOT. See Purchased Services Agreement.	
Human Resources	• Recruitment Common service provided to both Ministries during			MSD is acting as the agent or processor of information for MVCOT.

Schedule 1: Information flows and justifications for sharing in relation to the delivery of corporate services



Information	Type Tick all that apply	Direction(s) of flow	Justification for sharing	Details Describe the general reason for sharing, and name relevant documents recording the arrangements.
Description of information			Tick all that apply. Ticking no legal authority might be appropriate where, for example, no personal information is being shared and no other legal barriers to sharing exist.	
		Personal Confidential Commercial Classified Unclassified	SSA / Order Privacy Act (s 36(1) or IPPA) Other Ac	No legal authority required Other Other Ac
		allowance details, performance related information, education, qualifications, employment history Applicant's personal details: name, address, DoB, education, qualifications, employment history	MVCOT > MSD > MVCOT Candidates (includes both current staff member and external candidate) personal details: name, role, business unit, address, DoB, criminal convictions, bankruptcy details (e.g. insolvency) and other financial records.	MSD is acting as the agent or processor of information for MVCOT. See Purchased Services Agreement.
	• Vetting potential new employees and internal appointments Common service provided to both Ministries. Carrying out vetting process to ensure suitability of new employees and internal appointments, in accordance with legislative requirements and the Ministry's employment criteria	✓	MVCOT > MSD > MVCOT Staff member personal details: name, role, business unit, address, DoB, criminal convictions.	MSD is acting as the agent or processor of information for MVCOT. See Purchased Services Agreement.
	• VCA safety checking for existing employees Common service provided to both Ministries. Activities relating to safety checks of existing Children's Workers as required by Vulnerable Children Act.  The service is available to support managers of existing staff who have not been safely checked under the VCA legislation in the last three years.  Note: A VCA application is currently in the design phase of being developed. This will link into my HR.	✓	MVCOT > MSD > MVCOT NGO Staff/Applicant/ Caregiver Applicant's	MSD is acting as the agent or processor of information for MVCOT. See Purchased Services Agreement.
	• CYRAS checking NGO staff and caregivers Unique, on-going service provided to MVCOT. CYRAS checking NGO staff and caregivers on behalf	✓	MVCOT > MSD > MVCOT NGO Staff/Applicant/ Caregiver Applicant's	MSD is acting as the agent or processor of information for MVCOT. See Purchased Services Agreement.

Information	Type Tick all that apply	Direction(s) of flow	Justification for sharing	Details Describe the general reason for sharing and name relevant documents recording the arrangements.
Description of information			Tick all that apply. Ticking no legal authority might be appropriate where, for example, no personal information is being shared and no other legal barriers to sharing exist.	
of NGO's as required by agreement between Community Investment and selected NGOs.		personal details: name, address, DoB, dependent's name, DoB and address, family circumstances criminal convictions, employment history, [W], ethnicity,	No legal authority required	
• Payroll and HRMS pay related activities	Personal Commercial in confidence Other classified	MVCOT > MSD > MVCOT  Staff member personal details: name, role, business unit, address, DoB, employment agreement and variation details, remuneration and payment details, employment history.	Other Act Privacy Act (s 36(1) or IPP(3)) SSA / Order	MSD is acting as the agent or processor of information for MVCOT. See Purchased Services Agreement.
Common service provided to both Ministries using a combination of myHR and CHRIS to source primary transactional information.		MVCOT > MSD > MVCOT  Staff member personal details: name, role, business unit, address, DoB, remuneration and payment details, performance related information, employment history, criminal convictions.	Other Unclassified	MSD is acting as the agent or processor of information for MVCOT. See Purchased Services Agreement.
• HR Reporting Provide: Management and governance reports. Compliance data including reporting services to support official information requests. Select Committee Estimates and Annual Review processes, and annual reporting to the State Services Commission or other central agencies. Management data access including access to routine data reporting tools through myHR.		Applicant's personal details: name, address, DoB, dependent's name and address, service details, benefit details, payment details, family circumstances, employment history, criminal convictions.	Other Unclassified	
Information Technology		MVCOT > MSD > MVCOT  Staff member personal details: name, role, business unit. Supplier's details: name, address.	Other Unclassified	MSD is acting as the agent or processor of information for MVCOT. See Purchased Services Agreement.
• Customer Experience and Support				
		These services provide channels for end user interactions with IT, a conduit between the technical functions of IT and customer experience.		
		✓ Service Desk ✓ Request Fulfilment		

Information	Type Tick all that apply	Direction(s) of flow	Justification for sharing	Details Describe the general reason for sharing, and name relevant documents recording the arrangements.
Description of information	✓ Onsite Services ✓ Service Management ✓ Incident Management ✓ Change Management	Personal Commercial in Confidential Classified Unclassified Other SSA / Other PRIVATE AC (s) 3(4) or PPSI	No legal authority required Other Other AC	MSD is acting as the agent or processor of information for MVCOT. See Purchased Services Agreement.
• Network & Infrastructure Services	✓ Foundational services that provide access and connectivity, including the stewardship and management of infrastructure and technology. These services in turn facilitate the delivery of Workspace, Enterprise Communication and Application services. ✓ Site Connectivity ✓ External Network Access (BSB, 1govt, www, Cloud) ✓ Infrastructure	✓ ✓	MVCOT > MSD > MVCOT Staff member personal details: name, role, business unit. Supplier's personal details: name, address, contract and payment details, item supplied or purchased.	MSD is acting as the agent or processor of information for MVCOT. See Purchased Services Agreement.
• Enterprise Communication Services	✓ Services that enable collaborative working and connected, accessible teams within MVCOT as well as linking the organisation to its customers and stakeholders. ✓ Telephony Services ✓ Contact Centre Technologies ✓ Video & Audio Conferencing	✓	MVCOT > MSD > MVCOT Staff member personal details: name, role, business unit. Supplier's details: name, address, contact and payment details, item supplied or purchased. Client's personal details: name, address, dependent's name and address, service details, benefit details, payment details.	MSD is acting as the agent or processor of information for MVCOT. See Purchased Services Agreement.
• Workspace Services	✓ Provides MVCOT with the common devices and applications required for day-to-day business. ✓ End User Computing	✓ ✓	MVCOT > MSD > MVCOT Staff member personal details: name, role, business unit.	MSD is acting as the agent or processor of information for MVCOT. See Purchased Services Agreement.

Information	Type Tick all that apply	Direction(s) of flow	Justification for sharing	Details
Description of Information	<ul style="list-style-type: none"> <li>✓ Mobility</li> <li>✓ Printing and Scanning Services</li> <li>✓ Remote Access Services</li> </ul> <ul style="list-style-type: none"> <li>• Application Solutions           <ul style="list-style-type: none"> <li>This service provides both the specific MVCOT applications and the shared applications which are used by MVCOT and MSD.</li> <li>✓ Application Solutions</li> <li>✓ IAP Solutions</li> </ul> </li> </ul>	<p>Supplier's details: name, address, contract and payment details, item supplied or purchased.</p> <p>Client's personal details: name, address, dependent's name and address, service details, benefit details, payment details.</p> <p>MVCOT &gt; MSD &gt; MVCOT</p> <p>Staff member personal details: name, role, business unit, remuneration, address, personal details (dob), etc.</p> <p>Supplier's personal details: name, address, contract and payment details, item supplied or purchased</p> <p>Client's personal details: name, address, dependent's name and address, service details, benefit details, payment details - everything</p> <p>MVCOT &gt; MSD &gt; MVCOT</p> <p>Staff member personal details: name, role, business unit.</p> <p>Supplier's details: name, address, contract and payment details, item supplied or purchased</p>	<p>MSD is acting as the agent or processor of information for MVCOT.</p> <p>See Purchased Services Agreement.</p>	<p>MSD is acting as the agent or processor of information for MVCOT.</p> <p>See Purchased Services Agreement.</p>
	<ul style="list-style-type: none"> <li>• Professional Services           <ul style="list-style-type: none"> <li>These services can be procured by MVCOT on an ad-hoc basis that fall outside the services defined above.</li> <li>Professional Services are available to provide technical and business expertise that will enable MVCOT to make the most of their current IT Services.</li> </ul> </li> </ul>	<p>MVCOT &gt; MSD &gt; MVCOT</p> <p>Staff member personal details: name, role, business unit.</p> <p>Supplier's details: name, address, contract and payment details, item supplied or purchased</p>	<p>MSD is acting as the agent or processor of information for MVCOT.</p> <p>See Purchased Services Agreement.</p>	<p>MSD is acting as the agent or processor of information for MVCOT.</p> <p>See Purchased Services Agreement.</p>
				On a case by case basis.

Information	Type Tick all that apply	Direction(s) of flow	Justification for sharing	Details
Description of information			<p>Tick all that apply. Ticking no legal authority might be appropriate where, for example, no personal information is being shared and no other legal barriers to sharing exist.</p>	Describe the general reason for sharing and name relevant documents recording the arrangements.
	Personal	MVCOT > MSD > MVCOT	MSD is acting as the agent or processor of information for MVCOT. See Purchased Services Agreement.	No legal authority required
	Commercial in confidence	MVCOT > MSD > MVCOT	MSD is acting as the agent or processor of information for MVCOT. See Purchased Services Agreement.	No legal authority required
	Unclassified	MVCOT > MSD > MVCOT	MSD is acting as the agent or processor of information for MVCOT. See Purchased Services Agreement.	No legal authority required
	Other	MVCOT > MSD > MVCOT	MSD is acting as the agent or processor of information for MVCOT. See Purchased Services Agreement.	No legal authority required
	Other Act	MVCOT > MSD > MVCOT	MSD is acting as the agent or processor of information for MVCOT. See Purchased Services Agreement.	No legal authority required
	SSA / Order	MVCOT > MSD > MVCOT	MSD is acting as the agent or processor of information for MVCOT. See Purchased Services Agreement.	No legal authority required
	(3)(a) or (PFA)	MVCOT > MSD > MVCOT	MSD is acting as the agent or processor of information for MVCOT. See Purchased Services Agreement.	No legal authority required
	Privacy Act (s)	MVCOT > MSD > MVCOT	MSD is acting as the agent or processor of information for MVCOT. See Purchased Services Agreement.	No legal authority required
	Other	MVCOT > MSD > MVCOT	MSD is acting as the agent or processor of information for MVCOT. See Purchased Services Agreement.	No legal authority required
	Cloud Approvals	MVCOT > MSD > MVCOT	MSD is acting as the agent or processor of information for MVCOT. See Purchased Services Agreement.	No legal authority required
	Common service provided to both Ministries.	MVCOT > MSD > MVCOT	MSD is generic Staff member personal details: name, role, business unit.	No legal authority required
	Assess Cloud Risk Assessments and determine whether a cloud solution is secure and suitable for	MVCOT > MSD > MVCOT	MSD is generic Staff member personal details: name, role, business unit.	No legal authority required

Information	Type Tick all that apply	Direction(s) of flow	Justification for sharing	Details Describe the general reason for sharing and name relevant documents recording the arrangements.
Description of Information	MVCOT / MSD use depending on the type of information contained in the system.	Supplier's personal details: name, address, contract and payment details, item supplied or purchased.	No legal authority required	MSD is acting as the agent or processor of information for MVCOT. See Purchased Services Agreement.
	• Security Aware Culture Common service provided to both Ministries. Provision of security videos and supporting team discussions on IT Security, Information Security and Privacy issues. Provision of an E-Learn Module on IT Security, Information Security and Privacy as part of all staff induction training. The E-Learn module is also available as a refresher course for current staff. Provision of an 'Information Hub' on intranet to assist staff on issues surrounding Information Management, Record Keeping, Information Security, IT Security and Privacy.	MVCOT > MSD > MVCOT  Staff member personal details: name, role, business unit.  Supplier's personal details: name, address, contract and payment details, item supplied or purchased.	Other Other Act (s) Privacy Act (s) SSA / Order	MSD is acting as the agent or processor of information for MVCOT. See Purchased Services Agreement.
Property and Facilities	Property Planning/ Professional Services Common service provided to both Ministries. Property planning services ensure that MVCOT's portfolio maximises its ability to deliver operational objectives. Provide MVCOT with advice for planning, reacting to external changes and minimising risks.  • Management of MVCOT property assets Ongoing service provided to MVCOT. Provides property management services for residential properties and related ground leases.	MVCOT > MSD > MVCOT  Staff member personal details: name, role, business unit.  Supplier's personal details: name, address, contract and payment details, item supplied or purchased.	Commercial in confidence Classified Other Unclassified	MSD is acting as the agent or processor of information for MVCOT. See Purchased Services Agreement.

Information	Type Tick all that apply	Direction(s) of flow	Justification for sharing	Details Describe the general reason for sharing and name relevant documents recording the arrangements.
Description of information			Tick all that apply. Ticking no legal authority might be appropriate where, for example, no personal information is being shared and no other legal barriers to sharing exist.	
			No legal authority required	
			Other	
			Other Act 3(1)(g) or IP/PSI	
			SSA / Order	
		or purchased.		
		Client's personal details: name, address, dependent's name and address, service details, benefit details, payment details.		
Office Facilities	Commercial in confidence Classified Other	MVCOT > MSD	MSD is acting as the agent or processor of information for MVCOT. See Purchased Services Agreement.	
		Staff member personal details: name, role, business unit.		
		Supplier's personal details: name, address, contract and payment details, item supplied or purchased.		
National Office Facilities	Personal	MVCOT > MSD > MVCOT	MSD is acting as the agent or processor of information for MVCOT. See Purchased Services Agreement.	
		Staff member personal details: name, role, business unit.		
		Supplier's personal details: name, address, contract and payment details, item supplied or purchased.		
Approvals		MVCOT > MSD > MVCOT	MSD is acting as the agent or processor of information for MVCOT. See Purchased Services Agreement.	
		Staff member personal details: name, role, business unit.		
		Supplier's personal details: name, address, contract and payment details, item supplied or purchased		
		Client's personal details: name, address, DoB, dependent's name and address,		

Information	Type Tick all that apply	Direction(s) of flow	Justification for sharing	Details Describe the general reason for sharing, and name relevant documents recording the arrangements.
Description of information	<ul style="list-style-type: none"> <li>Core Worker Exemption (CWE) process            The CWE team administers the exemption process on behalf of the key agencies (Ministries of Health, Education, Social Development, Justice and will soon include MVCOT)         </li> </ul>	<input checked="" type="checkbox"/> Personal  <input checked="" type="checkbox"/> Commercial in confidence  <input checked="" type="checkbox"/> Classified  <input checked="" type="checkbox"/> Other  <input checked="" type="checkbox"/> S3A / Order  <input checked="" type="checkbox"/> Privacy Act (s 34) or IPPA  <input checked="" type="checkbox"/> Other Ac (s 34) or IPPA  <input checked="" type="checkbox"/> No legal authority requiring barriers to sharing exist.	MVCOT > MSD > MVCOT Staff member personal details: name, role, business unit, address, DoB, remuneration and payment details; family circumstances, employment history, criminal convictions.  Client's personal details: name, address, DoB, dependent's name and address, service details, benefit details, payment details, family circumstances, criminal convictions, employment history.  Applicant's personal details: name, address, DoB, dependent's name and address, service details, benefit details, payment details, family circumstances, criminal convictions, employment history.	MSD is acting as the agent or processor of information for MVCOT. See Purchased Services Agreement. This function is required under the Vulnerable Children Act and MSD is the agent operating this on behalf of MoE, MoH, MoJ, MSD, MVCOT and Police – this is not specifically an MVCOT function.  MSD is acting as the agent or processor of information for MVCOT. See Purchased Services Agreement.
Emergency Management and Business Continuity	<ul style="list-style-type: none"> <li>Creating and sustaining the EM + BC environment            On-going service provided to both ministries            Assisting MVCOT to improve its capacity and capability to comply with section 58 of the Civil Defence Emergency Management Act 2002; and meet its obligations under the National Civil Defence Emergency Management Plan 2015; and meet the mandatory BC business continuity requirements under Govt10 of the Protective Security Requirements (PSR).</li> </ul>	<input checked="" type="checkbox"/>	MVCOT > MSD > MVCOT Contact lists identify staff name, role, business unit, phone number (landline and cell) and email address.  Email distribution lists – eg national warning system identifies the email address of key points of contact.	MSD is acting as the agent or processor of information for MVCOT. See Purchased Services Agreement.

Information	Type Tick all that apply	Direction(s) of flow	Justification for sharing	Details Describe the general reason for sharing and name relevant documents recording the arrangements.
Description of information	Effective participation and representation across the emergency management community.  Creating and sustaining effective systems and practices to support MVCOT responses following an emergency or business disruption.	<p>Personnel</p> <p>Commercial in confidence</p> <p>Other classified</p> <p>Unclassified</p>	<p>Key Care and protection services points of contact details shared (name/role email/ phone number (landline and cell)).</p> <p>MVCOT &gt; MSD &gt; MVCOT</p> <ul style="list-style-type: none"> <li>• Supporting EM + BC response to specific disruptions</li> <li>On-going service provided to both ministries</li> <li>Support MVCOT to coordinate, support and deliver their welfare responsibilities in an emergency or business disruption.</li> </ul>	<p>MSD is acting as the agent or processor of information for MVCOT.</p> <p>See Purchased Services Agreement.</p>
Health, Safety and Security	<ul style="list-style-type: none"> <li>• Security Guards in combined MSD / MVCOT sites (note purchased services agreement trading name "Evergreen International NZ, LLC")</li> <li>On-going service provided to both ministries</li> <li>Assisting MVCOT to maintain safety and wellbeing of MVCOT staff in combined MVCOT and MSD offices</li> </ul>	<p>SSA / Order</p> <p>Privacy Act(s) (4) or IPPs</p> <p>Other AC</p> <p>No legal authority required</p>	<p>Key Care and protection services points of contact details shared (name/role email/ phone number (landline and cell)).</p> <p>Email distribution – eg national warning system identifies the email address of key points of contact</p> <p>Key Care and protection services points of contact details shared (name/role email/ phone number (landline and cell)).</p>	<p>MSD is acting as the agent or processor of information for MVCOT.</p> <p>See Purchased Services Agreement.</p>

Schedule 1: Information flows and justifications for sharing in relation to the delivery of corporate services

Information	Type Tick all that apply	Direction(s) of flow	Justification for sharing	Details Describe the general reason for sharing and name relevant documents recording the arrangements.
Description of information			Tick all that apply. Ticking no legal authority might be appropriate where, for example, no personal information is being shared and no other legal barriers to sharing exist.	
	Personal		address, dependent's name and address, service details, benefit details, payment details, family circumstances, incident information (if any)	No legal authority required
	Commercial in confidence		MVCOT > MSD > MVCO	MSD is acting as the agent or processor of information for MVCO. See Purchased Services Agreement.
	Classified		Staff member personal details: name, role, business unit (may involve home address home phone and details of other people living at the home address) Supplier's personal details: name, address, contract and payment details, item supplied or purchased.	
	Unclassified		Clients / Visitor's personal details: name, address, dependent's name and address, service details, benefit details, payment details, family circumstances. Trespass and/or incident information, personal details relating to client's / visitors of address of service.	
	Other		MVCOT > MSD > MVCO	MSD is acting as the agent or processor of information for MVCO. See Purchased Services Agreement.
	SSA / Order		Staff member personal details: name, role, business unit, phone numbers Off-site address and personal details of client name, address.	
	Privacy Act (s 36) or IPP(8)		ADT Monitoring (note purchased services agreement trading name "Evergreen International NZ, LLC") On-going service provided to both ministries Ad-hoc access to security guards upon request  NOTE – contract to be determined as in progress of commencing duress alarm implementation for Smarttrak vehicle alarm to be followed by a mobile duress alarm solution, may be linked to current Evergreen contract as supply of services is "Manned Service, Asset Management and Monitoring	MSD is acting as the agent or processor of information for MVCO.
	Other Act		• Personnel Information included in Health, Safety and business unit, home address, injury details,	MSD is acting as the agent or processor of information for MVCO.
	Other		• Security incident reporting system – Soshiz	

Information	Type Tick all that apply	Direction(s) of flow	Justification for sharing	Details
Description of Information			Tick all that apply. Ticking no legal authority might be appropriate where, for example, no personal information is being shared and no other legal barriers to sharing exist.	Describe the general reason for sharing and name relevant documents recording the arrangements.
	Personal		allegations, wellbeing information.	
	Commercial confidence		Client's / Visitor's personal details: name, role, address, SWN number, allegations, wellbeing information.	
	Business related		Ministry of Primary Industries and WellNZ Ltd (syndicated services agreement for Health Management Services)	
	Unclassified		ACC Partnership programme third party administration and health services to both ministries;	
	Other		Stratos Ltd	
	SSA / Order		On-going service of employee assistance programme, psychological first aid (following a critical incident) and stress management provided to both ministries	
	Privacy Act/s (36) or IPP/s		MVCOT > MSD > MVCOT	MSD is acting as the agent or processor of information for MVCOT. See Purchased Services Agreement.
	Other Ac/s		Staff member personal details: name, role, business unit, phone numbers, address, DoB, remuneration and payment details, family circumstances, employment history, health records, claim information.	
	No legal authority required		Supplier's personal details: name, address, contract and payment details, item supplied or purchased.	
	Other		MVCOT > MSD > MVCOT	MSD is acting as the agent or processor of information for MVCOT. See Purchased Services Agreement.
	SSA / Order		Staff member personal details: name, role, business unit, phone numbers.	
	Privacy Act/s (36) or IPP/s		MVCOT > MSD > MVCOT	MSD is acting as the agent or processor of information for MVCOT. See Transitional Services Agreement.
	Other Ac/s		Supplier's personal details: name, address, contract and payment details, item supplied or purchased.	
	SSA / Order		Client's personal details: name, address,	

Information	Type Tick all that apply	Direction(s) of flow	Justification for sharing	Details Describe the general reason for sharing and name relevant documents recording the arrangements.
Description of information			<input checked="" type="checkbox"/> No legal authority might be appropriate where, for example, no personal information is being shared and no other legal barriers to sharing exist.	
Transitional Services			<input checked="" type="checkbox"/> Other Act(s) <input checked="" type="checkbox"/> (6) or IPPs <input checked="" type="checkbox"/> Privacy Act(s)	
Communications			<input checked="" type="checkbox"/> SSA / Order <input checked="" type="checkbox"/> Unauthorised <input checked="" type="checkbox"/> Other <input checked="" type="checkbox"/> Confidential <input checked="" type="checkbox"/> Commercial in confidence <input checked="" type="checkbox"/> Unclassified	DoB, dependent's name and address, service details, benefit details, payment details, family circumstances.  External people details (e.g. prosecution).
Data Analytics			<input checked="" type="checkbox"/> MV/COT > MSD > MV/COT <input checked="" type="checkbox"/> Staff member personal details: name, role, business unit <input checked="" type="checkbox"/> Supplier's personal details: name, address, contract and payment details, item supplied or purchased. <input checked="" type="checkbox"/> Client's personal details: name, address, dependent's name and address, service details, benefit details, payment details.	MSD is acting as the agent or processor of information for MV/COT. See Transitional Services Agreement.
			<input checked="" type="checkbox"/> MV/COT > MSD > MV/COT <input checked="" type="checkbox"/> Staff member personal details: name, role, business unit. <input checked="" type="checkbox"/> Client's personal details: name, address, dependent's name and address, service details, benefit details, payment details from multiple agencies. <input checked="" type="checkbox"/> Suppliers personal details: name address, contract and payment details, item supplied	MSD is acting as the agent or processor of information for MV/COT. See Transitional Services Agreement.

Schedule 1: Information flows and justifications for sharing in relation to the delivery of corporate services

Information	Type Tick all that apply	Direction(s) of flow	Justification for sharing	Details Describe the general reason for sharing and name relevant documents recording the arrangements.
Description of Information			Tick all that apply. Ticking no legal authority might be appropriate where, for example, no personal information is being shared and no other legal barriers to sharing exist.	No legal authority required
Finance		or purchased.		
Human Resources	<ul style="list-style-type: none"> <li>Human Resource services and support provided by the following teams:           <ul style="list-style-type: none"> <li>- Strategic Finance</li> </ul> </li> </ul> <p>Expected expiry date for all services is 1 July 2017</p>	<p>MVCOT &gt; MSD &gt; MVCOT</p> <p>Staff member personal details: name, role, business unit.</p> <p>Supplier's personal details: name, address, contract and payment details, item supplied or purchased.</p> <p>Client's personal details: name, address, dependent's name and address, service details, benefit details, payment details.</p>	<p>MSD is acting as the agent or processor of information for MVCOT.</p> <p>See Transitional Services Agreement</p>	

Schedule 1: Information flows and justifications for sharing in relation to the delivery of corporate services

Information	Type Tick all that apply	Direction(s) of flow	Justification for sharing	Details Describe the general reason for sharing and name relevant documents recording the arrangements.
Description of information			Tick all that apply. Ticking no legal authority might be appropriate where, for example, no personal information is being shared and no other legal barriers to sharing exist.	
Information, Privacy, Policy & Practice (IPPP)				
• Information management services and support including Information Sharing:				
- Policy and Support				
- Management Advice				
- Interagency Agreements				
- Training and Guidance				
Expected expiry date for all services is 1 July 2018				
Privacy				
- Policy and Support				
- Management Advice				
- Privacy Impact Assessments				
- Privacy Breach Reporting and Complaints				
- Interagency Agreements				
- Training and Guidance				
Expected expiry date for all services is 1 July 2018				
• Content management and record keeping				
- Policy and Support				
- Management Advice				
- Digital Content Management				
- Physical file management				

Information	Type Tick all that apply	Direction(s) of flow	Justification for sharing	Details Describe the general reason for sharing and name relevant documents recording the arrangements.
Description of information	- Disaster recovery for records - Training and Guidance Expected expiry date for all services is 1 July 2018	Client's personal details: name, address, dependent's name and address, service details, benefit details, payment details.	No legal authority required	MSD is acting as the agent or processor of information for MVCOT. See Transitional Services Agreement.
Information Technology	• Information technology services and support provided by the following teams: - Performance and Risk Expected expiry date for all services is 1 July 2017	MVCOT > MSD > MVCOT	✓	MSD is acting as the agent or processor of information for MVCOT. See Transitional Services Agreement.
Health, Safety and Security	• Health, Safety and Security (HSS) services and support including: HS Policy and Strategy - Maintain and update Policies, Procedures and Practices - Maintain existing Health and Safety Representatives - represent MVCOTs in cross sector discussions on HSS HSS advice and training - Support MVCOT to discharge their obligations under HSWA - Provide advice and support to managers and staff on HSS - Provide HSS reporting - Provide risk assessments - Provide advice and support for HSS training and awareness initiatives - Develop hand over plan and support transition for 1 Feb 2018	MVCOT > MSD > MVCOT HSS Committees documentation and processes.	✓	HSS Committees member details: name, role, business unit. Site address, security information, security level, collation of information on site information from the annual Site Security Questionnaire. HSS Reps: Staff member personal details: name, role, business unit, training records and other study documentation Incident management: Staff / Client's personal details: name, address, phone numbers, dependent's name and address,

Schedule 1: Information flows and justifications for sharing in relation to the delivery of corporate services

Information	Type Tick all that apply	Direction(s) of flow	Justification for sharing	Details Describe the general reason for sharing and name relevant documents recording the arrangements.
Description of information	Incident management  - Provide access to HSS incident management System (SOSHI) and reporting from the system - Provide threat assessment support on individuals or risk to the business and its staff - Provide support in response to incidents and relevant investigations  Expected expiry date for all services is 1 February 2018	Personal Commercial Confidential Classified Unclassified	service details (relating to trespass), benefit details, payment details, incident information.  Supplier's personal details, name, phone numbers, address, contract and payment details, item supplied or purchased.  Staff members personal details, name, role, business unit, phone numbers, (may involve home address, home phone and details of other people living at the home address)	Tick all that apply. Ticking no legal authority might be appropriate where, for example, no personal information is being shared and no other legal barriers to sharing exist.
Ministerial and Executive Services	MAES services and support including:  - Official Information Requests - Parliamentary Questions - Chief Executive Correspondence - Complaints received to the Offices of the Ombudsman and Privacy Commissioner  Expected expiry date is 1 July 2017	MVCOT > MSD > MV'COT	Staff member personal details: name, role, business unit.  Supplier's personal details: name, address, contract and payment details, item supplied or purchased.  Requestors' personal details: name, address, any relevant background information, e.g. dependent's name and address, service details, benefit details, payment details, reason for request.	MSD is acting as the agent or processor of information for MV'COT. See Transitional Services Agreement.
Legal Services	• Legal Services and support including:  - Front-line litigation - Corporate advice and support - Practice management	MVCOT > MSD > MV'COT	Staff member personal details: name, role, business unit, address, DoB, remuneration	MSD is acting as the agent or processor of information for MV'COT. See Transitional Services Agreement.

Schedule 1: Information flows and justifications for sharing in relation to the delivery of corporate services

Information	Type Tick all that apply	Direction(s) of flow	Justification for sharing	Details Describe the general reason for sharing and name relevant documents recording the arrangements.
Description of information	Expected expiry date is between 30 June 2017 and 1 October 2017 when the Shared Ownership Legal Services Agreement is expected to commence.	Persонаl commercial confidential classified unclassified	and payment details. Supplier's personal details: name, address, contract and payment details, item supplied or purchased. Client's personal details: name, address, DoB, dependent's name and address, service details, benefit details, payment details, family circumstances. External people details (e.g. prosecution)	Tick all that apply. Ticking no legal authority might be appropriate where, for example, no personal information is being shared and no other legal barriers to sharing exist.
		SSA / Order Other 3(4) or (1)(b) Privacy Act(s)	Other Other ACI No legal authority required	

Information for Community Investment (placeholder detail to be added)

## Schedule 2: Information flows and justifications for sharing in relation to client information

### 1. Introduction

- 1.1 Schedule 2 sets out the preliminary assessment of the main flows of client related information between MSD and MVCOT (including where MSD and MVCOT data is used in linked ways), as identified as at 17 March 2017, with the basis on which the parties currently understand the sharing is justifiable and lawful. "MOU / AGMT" stands for "Memorandum of Understanding or Agreement" and "SSA / Order" stands for "the State Sector Act 1988 and State Sector (Ministry for Vulnerable Children, Oranga Tamariki) Order 2016".
- 1.2 Work is on-going to refine the parties' understanding of the flows described below, as well as to continue identification of other information flows which will then be added to the Schedule over time.

Information	Type Tick all that apply	Justification for sharing Tick all that apply. Ticking no legal authority might be appropriate where, for example, no personal information is being shared and no other legal barriers to sharing exist.	Details Describe the general reason for sharing and name relevant documents recording the arrangements.	
CURRENT				
Evaluation, Research & Statistical				
Youth Justice National Minimum Dataset (YJNMDs) – information is stored in the IAP repository	Personal Identifier Governmental Corporation Other Organisation Private Entity Other Act(s) Agreement Statute Order Other Act(s)	Unclassified Other classification Governing Body Commissioner Corporation Other Organisation	No legal authority required	The legal authority is: <ul style="list-style-type: none"><li>Privacy Act 1993 under Principle 11(h)(ii) and 10(f)(ii) related to research purposes</li><li>Privacy Act 1993 under s3(4) where MSD holds data as agent for MVCOT</li></ul> The arrangements are described in an MOU for Youth Justice National Minimum Dataset is between Ministry of Justice, NZ Police, MSD, and Dept of Corrections dated 30 October 2015 (EDRMS ref A8505872). The MOU is valid from 30 October 2015 until terminated in

Information	Type Tick all that apply	Direction(s) of flow	Justification for sharing	Details Describe the general reason for sharing, and name relevant documents recording the arrangements.
Description of information				
		provides identity data and transaction data to Justice. This includes - Identifiable information including full name and data of birth - Youth Justice interventions / transaction data	SSA / Order PMVCO Act (s 3(6) of PIPPA) Other Act Other No legislative authority required	accordance with the terms of the MOU.  <b>Controls and Assurance</b> The MOU outlines the permitted use of information and controls associated with this share. The data is only permitted to be used to promote a sector-wide view of youth justice events, for example of how to effectively and efficiently manage Youth Offenders. Data is supplied securely to MOJ, where it is matched with data from other agencies to be used for statistical or research purposes. Standard data integrity controls (access, security, destruction and other compliance controls) are used by MOJ to manage the dataset. YMINDS output does not include individually identifiable data fields such as names or date of birth. The MOU notes that Work and Income data may be used in future identity mapping. This has not occurred.
		Unclassified	Unclassified Other Commercial in confidence	<b>Agreement status from 1 April 2017</b> From 1 April 2017 the agreement will be read as between MV/COT and MOJ.
			✓	<b>Legal authority and associated instruments</b> The legal authority is: <ul style="list-style-type: none"><li>• Privacy Act 1993 under Principle 11(h)(ii) and 10(X)(ii) related to research purposes</li><li>• Privacy Act 1993 under s3(4) where MSD holds data as agent for MV/COT to the extent information is held in the IAP</li></ul> The arrangements are described in an MoU between Corrections and MSD for the purpose of Research into adult offending outcomes of clients of Child, Youth and Family and Work and Income (EDRMS A5970497).
Life Pathways - information is stored in the IAP repository	Personal	CYRAS data provided by MVCOT and held in IAP Other IAP identity tables for MSD and Corrections information	Information Source CYRAS data provided by MVCOT and held in IAP Other IAP identity tables for MSD and Corrections information	<b>Information Flow</b> MVCOT>MSD>Corrections Corrections>MSD>MVCOT  <b>Data Description</b>

Information	Type Tick all that apply	Direction(s) of flow	Justification for sharing	Details Describe the general reason for sharing and name relevant documents recording the arrangements.
Description of information		full name, including any known aliases - anonymised person ID allocated for the purpose of distinguishing between clients within the research data - date of birth - ages of care and protection contact - ages of youth justice contact - duration of foster care - count of placements with distinct foster caregivers - duration of youth residential placements - type and duration of welfare support	<input checked="" type="checkbox"/> No legal authority required <input type="checkbox"/> Other <input type="checkbox"/> Privacy Act (s 36(1) or 18A) <input type="checkbox"/> Privacy Act (s 33A / Order	<p>This MOU expired 31 December 2016 and is currently under review for a proposed extension of 12 months.</p> <p><b>Controls and Assurance</b></p> <p>The MOU outlines the permitted use of information and controls associated with this share. The MOU details that no information will be used to take any adverse action against an individual, and that no output from the linked dataset will be published in a form that could reasonably be expected to identify any individual. Standard data integrity controls (access, security, destruction and other compliance controls) are used by both parties to manage the dataset. The data is used in an anonymised format.</p>
Family Start				<p><b>Agreement status from 1 April 2017</b></p> <p>From 1 April 2017 the agreement will be read as between MSD, MVCOT and Corrections, and this will apply to any extension sought to the current EXPIRY date.</p> <p><b>Legal authority and associated instruments</b></p> <p>Contracts with individual providers control the flow of data to FSNET. The clients provide authorisation (i.e. consent) for their data to be shared and put into FSNET.</p> <p>The match between FSNET and CYF data uses the following legal authority:</p> <ul style="list-style-type: none"> <li>- Privacy Act 1993 under Principles 11(h)(ii) and 10(f)(ii)</li> </ul> <p><b>Other applicable legal authority:</b></p> <ul style="list-style-type: none"> <li>- Privacy Act 1993 under s3(4) where MSD holds data as agent for MVCOT</li> </ul>

Information	Type Tick all that apply	Direction(s) of flow	Justification for sharing	Details Describe the general reason for sharing and name relevant documents recording the arrangements.
			Tick all that apply. Ticking no legal authority might be appropriate where, for example, no personal information is being shared and no other legal barriers to sharing exist.	
Description of information		IAP (FSNET) > IDI		<b>Controls and Assurances</b> There are no specific documented controls associated with the match between FSNET, CYF and DIA Births data. It is used for evaluation, statistical and research purposes, meaning that any output is anonymised.  FSNET data is stored in a separate IAP area, with limited access.
		Unclassified		An issue has been identified. Births data from DIA is used to verify and match FSNET identities in support of a performance measure relating to CYF notifications of abuse post intervention. This performance measure is made available to service providers as an evaluation benchmark in a quarterly report, and to Treasury as a performance measure. In both cases, only aggregated anonymised data is published. Births data is provided to MSD under an Information Matching Agreement (EDRMS ref A8308040) however the use of births data for the purpose of Family Start does not meet the purpose of the IMA, which is to verify eligibility to a benefit, grant, loan or allowance. Given that the IMA has a narrow purpose, the use of Births data, even for research and statistical purposes, appears to be unlawful.
		Other Classified		
		Commercial in confidence		
		Personnel		
		Unclassified		
		Other		
		No legal authority required		

**Agreement Status from 1 April 2017**  
 From 1 April the management of service providers, the associated contracts and FSNET will be the responsibility of MyCoT. As such, any matching between FSNET data and CYF data is unlikely to require an information sharing agreement.

**Recommendation to stop:** The verification of FSNET data against MSD-held Births data requires urgent assessment, as it may be unlawful. The share should

Information	Type Tick all that apply	Direction(s) of flow	Justification for sharing	Details Describe the general reason for sharing, and name relevant documents recording the arrangements.
Description of information			<p>• Outcomes for Children and Young People in Care</p> <p>This initiative is a part of the Protecting Our Children package. It is intended to measure the impact of the initiatives on services for children in State care, and ensure value for money</p> <p>Information sharing is used to support monitoring, measurement and reporting on children and young people who have a Gateway Assessment as outlined in the Protecting our Children: Outcomes Framework</p> <p>Information is shared with the Ministry of Education. MSD provides data to the other party, the other party matches the data and sends back anonymised results (percentages and numbers against a range of criteria).</p> <p>Information sharing occurs on an annual basis.</p>	<p>Tick all that apply. Ticking no legal authority might be appropriate where, for example, no personal information is being shared and no other legal barriers to sharing exist.</p> <p>No legal authority required</p> <p>Other</p> <p>Privacy Act(s) (S6, S8, S9, S10)</p> <p>Other Act(s)</p> <p>SSA / Order</p> <p>Information Source</p> <p>MVCOT data held in the IAP</p> <p>MOE</p> <p>MSD</p> <p>Information Flow</p> <p>MVCOT&gt;MSD&gt;MOE&gt;MVCOT</p> <p>Data description</p> <ul style="list-style-type: none"> <li>- Names</li> <li>- Dates of birth</li> <li>- Address</li> <li>- Gender, ethnicity, Education details</li> <li>- NSN</li> <li>- NEET records</li> </ul> <p>The arrangements are described in the following MOUs:</p> <ul style="list-style-type: none"> <li>- Information Sharing Agreement between MOE and MSD, Protecting Our Children – Outcomes Framework December 2012 (EDRMS A9510032).</li> </ul> <p>Controls and Assurance</p> <p>The MOU outlines the processes, matching techniques and controls that are applied to these shares. The data is used in an anonymised format, although it is not anonymised when it is provided to partner agencies for the purposes of matching. Anonymisation is applied by MOE.</p> <p>The share between MVCOT and MOE uses NSN (National School Number) an identity matching mechanism. MSD's use of the NSN is authorised through the Education (Ministry of Social Development Authorised to Use National Student Numbers) Regulations 2012. Those regulations authorise MSD to use the NSN for the purposes in Part 30 of the Education Act 1989. This authorises its use for statistical and research purposes.</p> <p>Agreement Status from 1 April 2017</p>



Information	Type Tick all that apply	Direction(s) of flow	Justification for sharing	Details Describe the general reason for sharing and name relevant documents recording the arrangements.
Description of Information	The valuation takes place annually.	<p>Corrections data held in the IAP</p> <p><b>Information flow</b></p> <p>MVCOT&gt;MSD&gt;Valuation Provider</p> <p><b>Data description</b></p> <ul style="list-style-type: none"> <li>- CYF client historical data</li> <li>- W&amp;I benefit data</li> </ul>	<p>No legal authority needed</p> <p>Other</p> <p>Other Act (s) 36) or PPF</p> <p>Privacy Act (s)</p> <p>S3A / Order</p>	<p>There is no MOU in place. A contract is in place with the valuation provider (Taylor-Fry) which contains the information controls.</p> <p><b>Controls and Assurance</b></p> <p>The valuation provider contract documents vendor control and compliance requirements regarding personal information. A PIA and an SRA were undertaken for previous supply of CYF data to Taylor Fry.</p> <p>Information is provided in an anonymised format.</p> <p>The next proposed valuation is May 2017. MVCOT will need to decide on whether they will provide MVCOT data for this purpose.</p>
Intelligence		<p>Information Source</p> <p>Multiple sources, includes CYRAS data</p> <p>Information Flow</p> <p>CYF&gt;MSD</p> <p><b>Data description:</b></p> <p>Any/all relevant personal information from multiple systems</p> <p>CYRAS data may be used in the intelligence assessment part.</p>	<p>✓</p> <p>✓</p>	<p><b>Instrument and legal authority</b></p> <p>For purposes of detecting benefit fraud, the legal authority is under the:</p> <ul style="list-style-type: none"> <li>- Social Security Act Section 11</li> <li>- Privacy Act 1993 under Principles 11(e) and (f)</li> <li>- In some cases where an issue is identified that may impact another agency's operations, SIU forward the Intelligence Assessment, in full or in part, to that agency under the provisions of the Privacy Act.</li> </ul> <p>There is no MOU in place, as this use of data is currently internal to the agency.</p> <p><b>Controls and Assurance</b></p> <p>All team members have access to MSD systems including CYRAS, and that access is monitored and regularly reported on. All intelligence products are quality assessed by a Principal Analyst prior to</p>

Information	Type Tick all that apply	Direction(s) of flow	Justification for sharing	Details
				Describe the general reason for sharing and name relevant documents recording the arrangements.
				Tick all that apply.
			No legal authority required	release. The quality assessment is the check and balance to ensure the evidence to support the finding is collected correctly and lawfully.
			Other	Status from 1 April 2017 How this information will be accessed and controlled is yet to be decided.
			Other Act (s) 37(6) of PPEA	
			SSA / Order	
			Unclassified	
			Other classified	
			Confidential in Conference	
			Personal	
Operational Support			Information Source Multiple sources, includes CYRAS data  Information Flow MSD (along with other participating agencies) > GIC > GIC Participating Agencies  GIC > MSD	Legal authority and associated instruments Data is currently shared under existing legal authorities by context of any proposed share, which includes: - Privacy Act 1993 under Principles 11(e) and (f) - Other legal authorities appropriate to partner agencies may also be used, depending on context.  Controls and Assurance The current access to, and supply of, data to the GIC has some existing operating protocols, including a documented single point of contact within MSD to assess and control requests for information, and agreed processes with the GIC on recording any direct access to MSD systems. The GIC is also preparing draft operating protocols intended to control the flow and use of partner agency information. There is, however, a lack of documented evidence that these controls have been adequately applied.
	• Gangs Intelligence Centre (GIC)		Lead entity: NZ Police Other agencies: MSD, HNZ, IRD, MBIE, Customs, DIAMOE(under consideration), MOH(under consideration)  To enable parties to share information and intelligence to reduce Gang Related Harm GIC supports the Gangs Action Plan through multi agency information sharing. The Gangs Action Plan is split into multiple workstreams. MSD actively supports the 'Start at Home' workstream, which focuses on social support and policy. MSD has an intelligence analyst seconded to the GIC at Police Headquarters. The MSD analyst has access to MSD systems and can directly access client information.	Access to CYRAS by the GIC MSD analyst is currently suspended due to automated system access controls, whereby access is suspended following inactivity. Recommendation: Access to MCOT data by the MSD GIC Analyst should be removed until MCOT has considered its role as a GIC agency
				Information shared may be about any Gangs, Gang Members, Gang Associates, Gang family members or extended-family members, and their communities.
				Information about Professional Associates is limited to associations linked to to offending or anti-social behaviour by the

Information	Type Tick all that apply	Direction(s) of flow	Justification for sharing	Details
Description of information			Tick all that apply. Ticking no legal authority might be appropriate where, for example, no personal information is being shared and no other legal barriers to sharing exist.	Describe the general reason for sharing and name relevant documents recording the arrangements.
			No legal authority needed	Agreement Status from 1 April 2017 An assessment should be carried out as soon as possible to inform MVCOT's continued participation in GIC information sharing post 1 April 2017.
			Other	Legal authority and associated instruments Legal authority is: - Privacy Act 1993 under Principle 10(d) and 11(f)
			SSA / Order Privacy Act(s) SISG or APPSI	Other applicable legal authority: - Privacy Act 1993 under s3(4) where MSD holds data as agent for MVCOT
		gang	Unclassified	No MOU is in place as this is currently an internal process
			SOSHI Information Flow MSD > MVCOT MVCOT>MSD	Controls and Assurance Staff who access the information is very limited and is controlled by access to a group within the application. It is generally limited to the Health Safety and Security team members who will be providing a shared service, however there are some managers who are also members of the group.
			Personal Confidentiality Confidentiality in communications	Legal authority and associated instruments The legal authority is: - Privacy Act 1993 under Principle 11(a) and (f)
				Controls No specific controls are associated with the use of this reporting. The Code of Conduct is considered a general control, however there is no apparent documented guidance over the use and dissemination of these reports.

Information	Type Tick all that apply	Direction(s) of flow	Justification for sharing	Details Describe the general reason for sharing and name relevant documents recording the arrangements.
Description of information	goes to Regions. Information from both MSD and MVCOT is presented. The report is also replicated out of SOSHI and stored into IAP.	details, benefit details, DOB, gender, tenancy information, incident/violence details, risk details, conviction details, payment details	No legal authority required Other Act Other SSA / Order	Tick all that apply. Ticking no legal authority might be appropriate where, for example, no personal information is being shared and no other legal barriers to sharing exist.
• The Hub, Children's Teams and Vulnerable Kids Information System (ViKI)	✓	Information Sources MSD, MVCOT, MOH, MOE, Police, MOE and CAP Clients, Social Workers, DHB, IWI, NGO Information Flows Multiple sources (including MSD and MVCOT)>ViKI Data Description Information from MSD and MVCOT, including: - Name and address of child and child's parents and caregivers - Child's date of birth - notification or alert from health practitioner - history of harm to a child or a child in child's family - child's physical or mental health, including: current/previous wellbeing, financial circumstances, history of violence, substance abuse, education details - information on parent or caregiver has mental illness, substance abuse, history of family violence - information on a person who may pose a risk to the child	Legal authority and associated instruments The legal authority is the Information sharing Agreement for improving public services for vulnerable children, between MSD, MOH, MOJ, Police, MOE and CAP. - Authorised by Part 9A of the Privacy Act 1993  Other information sharing from NGOs and other third parties: - Relevant exceptions to the Principles of the Privacy Act 1993  The arrangements are described in the Approved Information Sharing Agreement (EDRMS ref A8318969) Controls and Assurance The AISAs outlines the permitted use of information and controls associated with this share. ViKI is a tightly managed system, with documented procedures and guidance for access and use of information.	Status from 1 April 2017 From 1 April 2017 the AISAs may be considered a party to the AISAs through MSD for an interim period.
Operational Models				

Information	Type Tick all that apply	Direction(s) of flow	Justification for sharing	Details Describe the general reason for sharing and name relevant documents recording the arrangements.
Description of Information	<ul style="list-style-type: none"> <li>IAP/IV - Youth Services NEETs (Not in Employment Education Training)</li> </ul> <p>Also known as:</p> <ul style="list-style-type: none"> <li>- School Leavers model</li> <li>- Plan A Model</li> <li>- Youth Services Model</li> </ul> <p>Includes: School Leavers Model – Offline which is an offline spreadsheet of the model</p>	<p>Information Source</p> <p>CYRAS data provided by MVCOT and held in IAP</p> <p>Work and Income data held in IAP</p> <p>Ministry of Education data supplied into IAP</p> <p>Information Flow</p> <p>MVCOT&gt;MSD</p> <p>MOE&gt;MSD</p> <p>MSD&gt;Youth service providers</p> <p>Data description</p> <ul style="list-style-type: none"> <li>- student name, DOB, residency and address</li> <li>- contact information if known</li> <li>- gender</li> <li>- ethnicity</li> <li>- number of schools attended previous schools (including geographical regions)</li> <li>- qualification information at the time they left school</li> <li>- date left school and year level</li> <li>- leaving reason</li> <li>- any information on participation in tertiary education</li> <li>- details of any interventions</li> </ul>	<p>✓</p> <p>No legal authority required</p> <p>Other Order Act (6) or PPS Privacy Act(s)</p> <p>SSA / Order</p>	<p><b>Legal authority and associated instruments</b></p> <p>The legal authority is:</p> <ul style="list-style-type: none"> <li>- Approved Information Sharing Agreement (AlSA) under Part 9A of the Privacy Act (see Schedule 2A)</li> </ul> <p>The arrangements are described in an MOU for information sharing to support services for disengaged youth between MSD and MOE (EDRMS ref A7688106).</p> <p><b>Controls and Assurance</b></p> <p>The AlSA is subject to controls as required by Part 9A of the Privacy Act, which identify security, access, permitted use and destruction controls.</p> <p>The model is run within the IAP environment, and is subject to access permissions under existing security models.</p> <p>Limited contact details of at-risk young persons are provided to youth service providers in order for them to engage with the young person.</p> <p><b>Agreement Status from 1 April 2017</b></p> <p>From 1 April 2017 the AlSA will be interpreted as between MSD, MVCOT and MOE for an interim period. It will be at MVCOT's discretion as to whether to seek to be included in the AlSA as a distinct party.</p>
Policy Models				

Information	Type Tick all that apply	Direction(s) of flow	Justification for sharing	Details Describe the general reason for sharing and name relevant documents recording the arrangements.
Description of information	<ul style="list-style-type: none"> <li>BRI: Background Risk Indicator for CYF intake Known by a number of different names: Predictive Model (PM), Predictive Risk Model (PRM), Vulnerable Children Model (VCM).  The model scans data behind the scenes and gives call centres a prediction indicator on the client It profiles a child's risk of ending up being abused, and images child abuse allegations. This activity was set up in late 2015 as a one off pilot/test research to inform development of risk models that could be used to assist CYF intake decision making in the future. It never went live. A paper went to the Minister early 2016 and to date no further has been action taken.</li> </ul>	<input checked="" type="checkbox"/> Professional <input type="checkbox"/> Commercial in confidence <input type="checkbox"/> Other commercial <input type="checkbox"/> Unclassified <input type="checkbox"/> Information Source CYF and W&I data from IAP, SOLO, SWIFTT, CYRAS, UCY2 <b>Information Flow</b> MV/COT > MSD <b>Data description</b> <ul style="list-style-type: none"> <li>- Person identities (e.g. name, dob, address, etc)</li> <li>- Identity characteristics (e.g. ethnicity, gender, IWI affiliation, address, etc)</li> <li>- Caregiver details and relationships</li> </ul>	<input checked="" type="checkbox"/> No legal authority required Order Other Privacy Act (s 36(2) or PPSA) Privacy Act (s 36(2) or PPSA)	<b>Legal authority and associated instruments</b> <ul style="list-style-type: none"> <li>- Privacy Act 1993 under Principle 10(f)(ii)</li> </ul> <b>Controls and Assurance</b> At the time of the test legal advice was obtained that MSD data could be used for the BRI project without any formal information sharing agreement under a research ethics example. The test research never went live and is currently on permanent hold. The dataset, however, still exists. <b>Status from 1 April</b> Data sets still exist and an assessment will need to be carried out whether the data is destroyed or whether the initiative will be reinstated under MV/COT to be made. An operational use of this model and dataset will require appropriate legal authority and information sharing arrangements to be established.
		<b>Information Source</b> MSD data held by MSD in SWIFTT and other databases <b>Information Flow</b> MSD>MV/COT		<b>Legal authority and associated instruments</b> Each request needs to be assessed on its merits and a range of possible legal authorities may apply, such as s.66 CYPF Act. Some requests may not be authorised at law. <b>Controls and Assurance</b> To be completed
		<b>Frontline MV/COT requests to MSD for information</b> MV/COT staff request information from MSD staff directly either by phone, email, face to face, or by other means. The purpose of the request vary widely but include: <ul style="list-style-type: none"> <li>• investigating and assessing care and protection concerns under Section 17 of the Children, Young Persons and their Families Act 1989</li> <li>• identifying contact details for individuals for the purposes of serving Court proceedings</li> </ul> <b>Data Description:</b> The range of possible data is unknown but likely includes names, addresses, benefit entitlement information		

Information	Type Tick all that apply	Direction(s) of flow	Justification for sharing	Details Describe the general reason for sharing, and name relevant documents recording the arrangements.
Description of Information			Tick all that apply. Ticking no legal authority might be appropriate where, for example, no personal information is being shared and no other legal barriers to sharing exist.	
Frontline MVCOT requests to MSD for information	<input checked="" type="checkbox"/>	<p>Information Source MSD data held by MSD in SWIFTT and other databases</p> <p>Information Flow MSD&gt;MVCOT</p> <p>Data Description: The range of possible data is unknown but likely includes names, addresses, benefit entitlement information</p>	<p>No legal authority required</p> <p>Other Other Act (s) 3(6) of PPF Privacy Act (s)</p>	<p>Legal authority and associated instruments Each request needs to be assessed on its merits and a range of possible legal authorities may apply. Some requests may not be authorised at law.</p> <p>Controls and Assurance To be completed</p>
MVCOT call centre staff accessing MSD computer systems	<input checked="" type="checkbox"/>	<p>Data Description: The range of possible data is unknown but likely includes names, addresses, benefit entitlement information</p>	<p>Other classified Commercial in confidence</p>	<p>Legal authority and associated instruments Each request needs to be assessed on its merits and a range of possible legal authorities may apply. Some requests may not be authorised at law.</p> <p>Controls and Assurance To be completed</p>

### Schedule 3: Sharing Authorities to be read under State Sector Act as including or referring to MVCOT

#### 1. Introduction

- 1.1 Schedule 3 sets out the parties' preliminary identification of the Sharing Authorities that will be read as referring to MSD and MVCOT or only to MVCOT, as applicable, under the State Sector Act provisions referred to in clause 4.2. For clarity, the Sharing Authorities identified in Schedule 3 include Sharing Authorities that justify information flows between:
- (a) the parties (and, in some instances, third parties); and
  - (b) MVCOT and third parties.
- 1.2 "MOU / AGMT" stands for "Memorandum of Understanding or Agreement" and "SSA / Order" stands for "the State Sector Act 1988 and State Sector (Ministry for Vulnerable Children, Oranga Tamariki) Order 2016".
- 1.3 Work is on-going to examine the Sharing Authorities in the Schedule to establish whether MVCOT needs to establish new separate sharing authorities with third parties.

Information	Type Tick all that apply	Direction(s) of flow	Justification for sharing Tick all that apply. Ticking no legal authority might be appropriate where, for example, no personal information is being shared and no other legal barriers to sharing exist.	Details Describe the general reason for sharing and name relevant documents recording the arrangements.
CURRENT				
Evaluation, Research & Statistical	✓	Information Source CYRAS data provided by MVCOT and held in IAP	✓	Legal authority and associated instruments The legal authority is: <ul style="list-style-type: none"><li>• Privacy Act 1993 under Principle 11(h)(ii) and 10(f)(ii) related to research purposes</li><li>• Privacy Act 1993 under s3(4) where MSD holds</li></ul>
Youth Justice National Minimum Dataset (YJNMDs) – Information is stored in the IAP repository		MVCOT data held in IAP is provided quarterly to the Ministry of Justice to support the establishment of the Youth Justice National		
		Information Flow		

Information	Type Tick all that apply	Direction(s) of flow	Justification for sharing	Details Describe the general reason for sharing and name relevant documents recording the arrangements.
Description of information		MVCOT > MSD >MOJ MOJ>MVCOT	No legal authority required Other S3A / Order Privity Act (e.g. Privacy Act 1989) Other Act	The arrangements are described in an MOU for Youth Justice National Minimum Dataset is between Ministry of Justice, NZ Police, MSD and Dept of Corrections dated 30th October 2015 (EDRMS ref A8505872). The MOU is valid from 30 October 2015 until terminated in accordance with the terms of the MOU.
Minimum dataset.		Data Description:  MVCOT provides data to MSD who then provides identity data and transaction data to Justice. This includes - Identifiable information including full name and data of birth - Youth Justice interventions / transaction data	Access Held Other Classified Confidence Personal	<b>Controls and Assurance</b> The MOU outlines the permitted use of information and controls associated with this share. The data is only permitted to be used to promote a sector-wide view of youth justice events, for example of how to effectively and efficiently manage Youth Offenders.  Data is supplied securely to MOJ, where it is matched with data from other agencies to be used for statistical or research purposes. Standard data integrity controls (access, security, destruction and other compliance controls) are used by MOJ to manage the dataset. YJMNDS output does not include individually identifiable data fields such as names or date of birth.  The MOU notes that Work and Income data may be used in future identity mapping. This has not occurred.
Moj supplies data to MVCOT, MSD, Police and Corrections for statistics and research purposes, to support the development of policy and strategy in the Youth Justice sector.		Unclassified Other Classified Confidence Personal		<b>Agreement status from 1 April 2017</b> From 1 April 2017 the agreement will be read as between MVCOT and MOJ.
Life Pathways - information is stored in the IAP repository		Information Source CYRAS data provided by MVCOT and held in IAP Other IAP identity tables for MSD and Corrections information	✓	<b>Legal authority and associated instruments</b> The legal authority is: <ul style="list-style-type: none"><li>Privacy Act 1993 under Principle 11(h)(ii) and 10(f)(ii) related to research purposes</li><li>Privacy Act 1993 under s3(4) where MSD holds data as agent for MVCOT to the extent information</li></ul>

Information	Type Tick all that apply	Direction(s) of flow	Justification for sharing	Details Describe the general reason for sharing and name relevant documents recording the arrangements.
Description of information	better understanding of the risk factors that lead MVCOT clients into adult offending, and to assist with interventions that will prevent this from happening and monitor outcomes.	Information Flow MVCOT>MSD>Corrections Corrections>MSD>MVCOT	Tick all that apply. Ticking no legal authority might be appropriate where, for example, no personal information is being shared and no other legal barrier to sharing exists.	The arrangements are described in an MoU between Corrections and MSD for the purpose of Research into adult offending outcomes of clients of Child, Youth and Family and Work and Income (EDRMS A5970497). This MOU expired 31 December 2016 and is currently under review for a proposed extension of 12 months.
		Data Description	No legal authority required Other Other Act Privacy Act(s) SIA or PIPA SSA / Order	is held in the IAP
		full name, including any known aliases - anonymised person ID allocated for the purpose of distinguishing between clients within the research data - date of birth - ages of care and protection contact - ages of youth justice contact - duration of foster care - count of placements with distinct foster caregivers - duration of youth residential placements - type and duration of welfare support	Controls and Assurance	The MOU outlines the permitted use of information and controls associated with this share. The MOU details that no information will be used to take any adverse action against an individual, and that no output from the linked dataset will be published in a form that could reasonably be expected to identify any individual. Standard data integrity controls (access, security, destruction and other compliance controls) are used by both parties to manage the dataset. The data is used in an anonymised format.
		Information Flow MVCOT>MSD>Corrections Corrections>MSD>MVCOT	Agreement status from 1 April 2017	From 1 April 2017 the agreement will be read as between MSD, MVCOT and Corrections, and this will apply to any extension sought to the current EXPIRY date
Outcomes for Children and Young People in Care	This initiative is a part of the Protecting Our Children package. It is intended to measure the impact of the initiatives on services for children in State care, and ensure value for money Information sharing is used to support monitoring, measurement and reporting on	Information Source MVCOT data held in the IAP MOH MOE MSD Information Flow	Legal authority and associated instruments The legal authority between MSD and MOE: - Privacy Act 1993 under Principles 11(h)(ii) and 10(f)(ii) The legal authority between MSD and MOH: - Privacy Act 1993 under Principles 11(h)(ii) and 10(f)(ii) Other applicable legal authority: - Privacy Act 1993 under s3(4) where MSD holds data	

Information	Type Tick all that apply	Direction(s) of flow	Justification for sharing	Details Describe the general reason for sharing and name relevant documents recording the arrangements.
Description of information	<p>children and young people who have a Gateway Assessment as outlined in the Protecting our Children: Outcomes Framework</p> <p>Information is shared with Ministry of Health and Ministry of Education. In both cases, MSD provides data to the other party, the other party matches the data and sends back anonymised results (percentages and numbers against a range of criteria). Information sharing occurs on an annual basis.</p>			

Information	Type Tick all that apply	Direction(s) of flow	Justification for sharing	Details Describe the general reason for sharing and name relevant documents recording the arrangements.
Description of information	<ul style="list-style-type: none"> <li>Research and development of social network science tools for the NZ social sector</li> </ul> <p>Lead entity: MSD Other entity: University of Auckland</p> <p>The research explores network analytics applied to personal relationships for clients across CYF and W&amp;L and looks at the nature of connections between people.</p> <p>This share is a one-off data exchange to support research undertaken on behalf of MSD via a grant to University of Auckland</p>	<input checked="" type="checkbox"/> Personal <input type="checkbox"/> Commercial <input type="checkbox"/> Confidential	Information Source CYF and W&L data from IAP tables Information Flow MSD>UoA Data description Exchange of anonymised CYF and W&L data <ul style="list-style-type: none"> <li>- Client details - gender, ethnic group DOB</li> <li>- Relationship to client – from date, to date, relationship type</li> </ul> Events file – event type, from date, start date	<p>Tick all that apply. Ticking no legal authority might be appropriate where, for example, no personal information is being shared and no other legal barriers to sharing exist.</p> <p><input checked="" type="checkbox"/> No legal authority required</p> <p><input type="checkbox"/> Order <input type="checkbox"/> Privacy Act (s 7B(c) or 12B(2)) <input type="checkbox"/> Other Act</p>
			<p><b>Legal authority and associated instruments</b></p> <ul style="list-style-type: none"> <li>This one-off share is documented in an MOU between MSD and Te Punaha Matatini (University of Auckland) (EDRMS A8510228). The legal authority recorded in the MOU is:</li> <li>- Privacy Act 1993 under Principle 11(h)(ii)</li> </ul> <p><b>Assurances and Controls</b></p> <p>The MOU outlines the permitted use of information and controls associated with this share. Standard data integrity controls (access, security, destruction and other compliance controls) are used by both parties to manage the dataset.</p> <p>The data is provided in an anonymised formation to UoA. De-identification techniques were applied to the dataset, and these are documented in the MOU.</p> <p>The MOU has been extended from the original expiry date of 23 December 2016, and the data is in use by UoA,</p>	<p><b>Agreement Status from 1 April 2017</b></p> <p>From 1 April 2017 the agreement will be read as between MSD, MVCOT and University of Auckland.</p> <p>The output of the research may be used by both MSD and MVCOT.</p>
			<p><b>Legal authority and associated instruments</b></p> <ul style="list-style-type: none"> <li>The legal authority is:</li> <li>- Privacy Act 1993 under s3(4) where MSD holds data as agent for MVCOT</li> </ul> <p>The arrangements are described in several MOUs and related variations between MSD and Statistics NZ that detail the information sharing.</p>	

Information	Type Tick all that apply	Direction(s) of flow	Justification for sharing	Details Describe the general reason for sharing and name relevant documents recording the arrangements
Description of information		Statistics->MVCOT  Data description MVCOT data. - Identity information (first/last names, date of birth) - Gender, ethnicity - Abuse findings - Intakes - Placements - Event types	No legal authority required Other Other Act(s) Privacy Act(s) SIA / Order	1. MOU between Stats NZ and MSD (EDRMS A6712446) 2. Variation of MOU between MSD and Stats NZ (ID) (EDRMS A77789045) 3. Variation of MOU between MSD and Stats NZ Additional data from CYF for IDI (EDRMS A8282005) 4. Additional Data from MSD for the IDI (EDRMS A8423454)
		Unclassified Other classified Commercial confidentiality Personal		Controls and Assurance The flow of data from MSD into the IDI is one way. MSD, and other agencies, can access IDI data for research purposes, but at that point the data is de-identified.
		Note that MSD also supplies a large amount of other data, including benefit data, as do many other government agencies. All this data is linked in the IDI, de-identified, and made available for research purposes.		Statistics NZ have robust and well-documented governance and management processes to manage the exchange, security and integrity, access and use of data in the IDI. There is a high level of assurance that data is protected and only used for permitted purposes, and that any output or publication from the IDI dataset could not reasonably be used to identify an individual.
Operational Support				Agreement status from 1 April 2017 From 1 April 2017 the existing agreement(s) (including any variations) will be read as between MSD, MVCOT and Stats NZ where they include MVCOT data.
				Legal authority and associated instruments The legal authority is the Information sharing Agreement for improving public services for vulnerable children, between MSD, MOH, MOJ, Police, MOE and CAP. Authorised by Part 9A of the Privacy Act 1993
				Other information sharing from NGO's and other third

Information	Type Tick all that apply	Direction(s) of flow	Justification for sharing	Details Describe the general reason for sharing and name relevant documents recording the arrangements.
Description of information		Information from MSD and MVCOT, including: - Name and address of child and child's parents and caregivers - Child's date of birth - notification or alert from health practitioner history of harm to a child or a child in child's family - child's physical or mental health, including: current/previous wellbeing, financial circumstances, history of violence, substance abuse, education details information on patient or caregiver has mental illness, substance abuse, history of family violence information on a person who may pose a risk to the child	Information from MSD and MVCOT, including: - Name and address of child and child's parents and caregivers - Child's date of birth - notification or alert from health practitioner history of harm to a child or a child in child's family - child's physical or mental health, including: current/previous wellbeing, financial circumstances, history of violence, substance abuse, education details information on patient or caregiver has mental illness, substance abuse, history of family violence information on a person who may pose a risk to the child	<p>Parties:</p> <ul style="list-style-type: none"> <li>- Relevant exceptions to the Principles of the Privacy Act 1993</li> </ul> <p>The arrangements are described in the Approved Information Sharing Agreement (EDRMS ref A8318669)</p> <p><b>Controls and Assurance</b></p> <p>The AISAs outlines the permitted use of information and controls associated with this share.</p> <p>Viki is a tightly managed system, with documented procedures and guidance for access and use of information.</p>
Operational Models	<ul style="list-style-type: none"> <li>• IAP/IV - Youth Services NEETs (Not in Employment Education Training)</li> </ul> <p>Also known as:</p> <ul style="list-style-type: none"> <li>- School Leavers model</li> <li>- Plan A Model</li> <li>- Youth Services Model</li> </ul> <p>Includes: School Leavers Model – Offline which is an offline spreadsheet of the model</p> <p>Youth Services use the NEET model to identify which school leavers are most likely to need support to prevent them from becoming NEET and going on to receive a benefit when they turn 18. The model supports the targeted</p>	<p><b>Information Source</b></p> <p>CYRAS data provided by MVCOT and held in IAP</p> <p>Work and Income data held in IAP</p> <p>Ministry of Education data supplied into IAP</p> <p><b>Information Flow</b></p> <p>MVCOT&gt;MSD</p> <p>MOE&gt;MSD</p> <p>MSD&gt;Youth service providers</p> <p><b>Data description</b></p> <ul style="list-style-type: none"> <li>- student name, DOB, residency and address</li> </ul>	<p><b>Legal authority and associated instruments</b></p> <p>The legal authority is:</p> <ul style="list-style-type: none"> <li>- Approved Information Sharing Agreement (AISA)</li> </ul> <p>The arrangements are described in an MOU for information sharing to support services for disengaged youth between MSD and MOE (EDRMS ref A7688106).</p> <p><b>Controls and Assurance</b></p> <p>The AISAs is subject to controls as required by Part 9A of the Privacy Act, which identity security, access, permitted use and destruction controls.</p>	

Information	Type Tick all that apply	Direction(s) of flow	Justification for sharing	Details Describe the general reason for sharing and name relevant documents recording the arrangements.
Description of information	<p>provision of services that are intended to improve the education and employment outcomes of at-risk young people, and to reduce the number of young people coming on and remaining long term on a benefit. If a young person meets the target criteria of the model they are referred to a Youth Services contracted provider. Any further sharing of information from that point is by the consent of the young person.</p>	<p>Unclassified</p> <p>Other Contracted</p> <p>Commercial Contracts</p> <p>Personal</p>	<ul style="list-style-type: none"> <li>- contact information if known</li> <li>- gender</li> <li>- ethnicity</li> <li>- number of schools attended</li> <li>- previous schools (including geographical regions)</li> <li>- qualification information at the time they left school</li> <li>- date left school and year level</li> <li>- leaving reason</li> <li>- any information on participation in tertiary education</li> <li>- details of any interventions.</li> </ul>	<p>The model is run within the IAP environment, and is subject to access permissions under existing security models.</p> <p>Limited contact details of at-risk young persons are provided to youth service providers in order for them to engage with the young person.</p> <p><b>Agreement Status from 1 April 2017</b></p> <p>From 1 April 2017 the AISAs will be interpreted as between MSD, MVCOT and MOE for an interim period. It will be at MVCOTs discretion as to whether the AISAs should be amended through Order in Council to include MVCOT as a distinct party.</p>