

INFORMATION SHARING AGREEMENT

Between

THE MINISTRY OF EDUCATION

AND

THE MINISTRY OF SOCIAL DEVELOPMENT

**Information sharing to support services for
disengaged youth**

This Information Sharing Agreement is made on
2012

8 August 2012

BETWEEN The **MINISTRY OF EDUCATION** (“**MoE**”), represented for the purposes of this Agreement by Lesley Longstone, Chief Executive

AND The **MINISTRY OF SOCIAL DEVELOPMENT** (“**MSD**”), represented for the purposes of this Agreement by Brendan Boyle, Chief Executive

1 BACKGROUND

- 1.1 In August 2011 Cabinet agreed to implement a new service (“the Youth Pipeline project”) to actively identify, engage, and support 16 and 17 year olds who are not in employment, education or training (NEET) or those at risk of becoming NEET to return to education, training, or employment (SOC Min (11) 15/3 refers).
- 1.2 In February 2012 Cabinet agreed that provisions be included in the Social Security (Youth Support and Work Focus) Amendment Bill authorising information sharing between the Ministry of Education (MoE) and the Ministry of Social Development (MSD) to support the new service referred to in paragraph 1. In particular Cabinet agreed to include provisions to:
 - change the purpose of the Social Security Act 1964 to include services that help prevent young people at risk of coming onto benefit from doing so, as well as financial and other support for those who are already on benefit
 - authorise MSD to contract with service providers to provide the services referred to in the new purpose statement
 - authorise MoE to share a range of information about school leavers (including contact details and other information such as achievement data) with MSD for the purposes of implementing the risk profiling required for the Youth Pipeline
 - authorise MoE to use the National Student Number to collate information about school leavers for the purposes of sharing that information with MSD
 - authorise MSD to share information received from MoE with service providers for the purpose of providing the services referred to in the new purpose statement [CAB Min (12) 5/11].
- 1.3 The relevant sections of the Social Security Act are:
 - Section 123E – permits the Chief Executive to provide services to people who are not yet on benefit to prevent them from coming on to benefit or to contract service providers to deliver these services
 - Section 123F – authorises the Chief Executive of MSD to enter into an information-sharing agreement with the Chief Executive of MoE to provide MSD with information about school leavers and people who leave tertiary education or training and permits MoE to use national student numbers to gather this information
 - Section 123G – outlines the consultation requirements that apply to an information sharing agreement under Section 123F
- 1.4 MoE and MSD have agreed to enter into this Information Sharing Agreement (Agreement) to share information about school leavers in accordance with sections 123E-G of the Social Security Act.

THE PARTIES AGREE:

2 PURPOSE

- 2.1 The purpose of this Agreement is to record the understandings of the Parties in respect of the disclosure of information by MoE to MSD and the use of that information by MSD.
- 2.2 The purpose of the use and disclosure of the information is to enable MSD to identify school leavers most at risk of coming on to benefit when they turn 18. Using research information previously provided by MoE to MSD, MSD has developed a statistical risk profiling tool which can rank a cohort of young people by their likelihood of coming on to benefit at age 18 based on the individual profiles of the young people within the cohort. This tool will be refined over time as we learn more about the risk factors that determine the likelihood of a young person coming on to a benefit when they turn 18.
- 2.3 The information provided by MoE under this Agreement will be matched and combined with information held by MSD (Work and Income and Child, Youth and Family data) to create a single profile of each individual in the cohort. The statistical risk profiling tool will then be used to analyse this consolidated dataset to identify those school leavers most likely to come on to benefit at age 18 based on their individual profiles. The contact details of those most at risk will then be passed to external providers contracted by MSD to support disengaged youth to reengage in education, training or work-based learning. These providers will make contact with those young people in the target group to offer them support to help them reengage in education, training or work-based learning. There will be no obligation for the young person to take up the offer of support.
- 2.4 The information provided by MoE will also be used for research purposes to test the accuracy of the risk profiling model over time (for example, to look at what actually happened to the young people in the total cohort in terms of their likelihood of coming on to benefit). This data set will be used for research purposes only and will be kept separate from the data used by providers and accessible to the wider business. Access to this dataset will be strictly controlled and it will not be used to directly provide services to people.
- 2.5 This Agreement outlines the terms and conditions for the disclosure of information by MoE and the use of the information by MSD.

3 PRIVACY ACT 1993

- 3.1 This Agreement overrides Principles 10 and 11 of the Privacy Act 1993. The information disclosures under this Agreement are authorised under the Social Security Act.
- 3.2 Any information collection, storage, use or disclosure not specifically authorised by that Act will comply with the Privacy Act 1993 ("Privacy Act") and any other Code of Practice made under the Privacy Act.
- 3.3 As specified in the Social Security Act, the Chief Executive of MSD will review the operation of this Agreement after 3 years for consistency with privacy legislation and report to the Minister for Social Development with recommendations for any changes

that may be required. The review will be undertaken in consultation with the Chief Executive of MoE.

4 TERM

- 4.1 This Agreement commences on the date it is signed by both Parties and continues in effect until terminated in accordance with clause 13.

5 EFFECT OF THIS AGREEMENT

- 5.1 This Agreement confirms the relationship between the Parties based on a spirit of goodwill and cooperation for mutual benefit and improved outcomes for beneficiaries and school leavers. The Parties will work together to achieve the purpose and terms of this Agreement.

6 SOURCE INFORMATION AND FREQUENCY OF SHARING

Information that will be provided

- 6.1 MoE may supply MSD with information about all individuals in the cohort of 15, 16 and 17 year old young people who have ceased to be enrolled at school. The information that may be provided about this cohort may include:
- (i) Student name (including any alternative names if applicable)
 - (ii) Gender
 - (iii) Ethnicity
 - (iv) Date of birth
 - (v) Residency information (if known)
 - (vi) Address
 - (vii) Home phone number
 - (viii) Mobile phone number (if known)
 - (ix) Email address (if known)
 - (x) Details of schools attended (including geographical regions and deciles)
 - (xi) Number of schools attended
 - (xii) Date left school and year level
 - (xiii) Leaving reason (for each school)
 - (xiv) Qualification information at the time they left school (including qualification name, level on the National Qualification Framework, endorsement level within each qualification and year attained)
 - (xv) Details about any interventions the student may have participated in including the start and end date
 - (xvi) Any information held about the student's participation in tertiary education

Frequency of information to be provided

- 6.2 The information sharing will occur in two ways:
- **Annual provision of whole-of-cohort data by MoE to MSD** - (expected to be provided in February each year) which will include details of the entire cohort of 15, 16 and 17 year olds who left school the previous calendar year) – this information about the whole cohort will be provided by MoE at least once a year.

- **Ongoing regular updates from MoE to MSD** – these will provide information about 15, 16 and 17 year olds who have ceased to be enrolled since the previous update and any young people who have re-enrolled since the previous update. These updates will occur on a regular basis throughout the year. The updates are necessary to enable MSD to react quickly and contact school leavers early in their spell of disengagement if they fit the target group for the new service.

Initial data transfer

- 6.3 The initial transfer of data will occur before 20 August 2012. The initial transfer will include details of more school leavers than the usual annual update. The initial data transfer will include details of all 15, 16 and 17 year old school leavers from the 2010 calendar year, the 2011 calendar year, and 2012 calendar years so contracted providers can immediately begin to contact and support those at risk of coming on to benefit at age 18.

7 COMBINED DATA-SET

- 7.1 MSD will compare the information from MoE with information contained in its Work and Income and CYF databases to identify whether those individuals are present in those databases.
- 7.2 The matching algorithms will compare names, dates of birth and addresses. If necessary, other elements of the information from the MoE will be used to verify a match.
- 7.3 Individuals identified as co-existent in both Ministries' information will have their attributes combined into one MSD data set that will be kept separate from all other MSD information.

8 USE OF INFORMATION

- 8.1 MSD will use a statistical risk profiling tool to analyse the information in the MSD combined data-set to rank the cohort of young people by their likelihood of coming on to benefit at age 18. The contact details of those individuals identified by the risk profiling tool as having the highest risk of coming on to benefit will then be passed to external providers contracted by MSD to contact these individuals and offer them support to re-engage in education, training or work-based learning. The role and responsibilities of the external providers in supporting young people to re-engage in education, training or work-based learning are set out in regulations under the Social Security Act.
- 8.2 The information provided by MoE will be used only for the purposes outlined in this Agreement and will not be used to take any adverse action against any individuals.

9 SECURITY OF INFORMATION

- 9.1 All information supplied under this Agreement is confidential information and shall be supplied by way of secure encrypted medium.
- 9.2 The Parties will ensure that:
- (i) all information is protected from unauthorised access, use and disclosure;

- (ii) all information is stored on the Parties' own securely managed computer systems with password and firewall protection with access allowed only to employees or service providers doing work directly relating to this Agreement;
- (iii) all MSD and MoE employees dealing with the information are aware of their responsibilities in relation to this Agreement and the strict limitations on the use and disclosure of information;
- (iv) where information is kept or stored in any form that might be easily portable (for example, printed material, laptop computer, Portable Digital Assistant (PDA), DVD, CD, memory card, or USB portable storage device) appropriate safeguards will be in place to guard against any unauthorised access, use and disclosure of the information; and
- (v) contracts with any external providers who are given access to information supplied under this Agreement will include safeguards in relation to the access, use and disclosure of this information.

10 DESTRUCTION OF INFORMATION

10.1 Subject to the provisions of the Public Records Act 2005, the Parties will ensure that the Source Information and Combined Data-Set are permanently deleted as soon as they are no longer required for the purposes of this Agreement and no later than 60 working days after the termination of this Agreement.

10.2 There are two reasons why MSD will need to retain information for a certain period:

- *To determine eligibility of 'walk-in's'* - MSD will need to retain the information from MoE for two calendar years (and longer for any 15 year olds accepted to the service) – this is because the service is available for 16 and 17 year olds and a young person could self refer to the service at any time. For example, a 16 year old may initially be in the target group but decide they do not want support. They may subsequently decide they would like to take up the offer of support and return to a service provider. MSD will need to retain information about this young person to be able to determine if they fall within the target group if they self-refer to a provider at a subsequent date.
- *For research purposes* – MSD will need to keep the cohort data indefinitely to test the accuracy of the risk profiling model over time (for example, to look at what actually happened to the young people in the total cohort in terms of their likelihood of coming on to benefit) This data set will be used for research purposes only and will be kept separate from the data used by providers and accessible to the wider business. Access to this dataset will be strictly controlled and it will not be used to directly provide services to people.

11 THIRD PARTY CONTRACTING

11.1 MSD will contract third party service providers to deliver the Youth Service for NEET.

11.2 Information obtained under this Agreement will only be disclosed to those providers under written agreements for the purpose of delivering Youth Pipeline services and they will only use the information for that purpose.

11.3 Agreements with service providers will include the safeguards referred to in clause 9.

12 BREACHES OF SECURITY OR CONFIDENTIALITY

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

13 DISPUTE RESOLUTION

- 13.1 Should any dispute or difference of opinion arise out of or in connection with this Agreement, the Parties will use their best endeavours to resolve the dispute within ten (10) working days of receiving notice of the dispute.
- 13.2 If the Parties are unable to resolve the dispute after that time, either Party may serve upon the other Party notice in writing requiring the dispute to be escalated.
- 13.3 The Parties shall agree upon a written summary of the basis of the dispute, the issues involved, and the reason or reasons for the dispute not being resolved, or failing agreement on such a summary, prepare separate written summaries of these matters.
- 13.4 The summary or summaries shall be submitted to each Party's respective Chief Executive within five (5) working days of receiving written notice of the escalation.
- 13.5 The Chief Executives, or their delegates, will meet as soon as practicable after the preparation of the summary or summaries in order to resolve the dispute.
- 13.6 If the dispute remains unresolved after twenty (20) working days from receipt of written notice of the escalation, the termination provision in clause 14.2 will apply.

14 TERMINATION

- 14.1 This Agreement may be terminated at any time by agreement in writing between the Parties.

14.2 Where there is a dispute and the clause 13 procedure has not produced an outcome satisfactory to both Parties, either Party may terminate this Agreement by giving notice in writing to the other Party.

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

15 COSTS

15.1 Each party will bear their own costs in relation to this Agreement.

16 VARIATION

16.1 This Agreement may only be varied with the agreement of both Parties, and any such variation shall be set out in writing and signed by both Parties.

17 EXTERNAL COMMUNICATIONS

17.1 The Parties are responsible for complying with their respective obligations under the Privacy Act 1993 and the Official Information Act 1982 and any other applicable legislation.

17.2 The Social Security Act, provides that people affected by this Agreement can complain to the Privacy Commissioner if they have concerns about how it is administered. Both parties to this Agreement will give reasonable assistance to the Privacy Commissioner or an individual who wishes to make a complaint about an interference with privacy arising from this Agreement to help them determine against whom the complaint should be made and to support the investigation of the complaint.

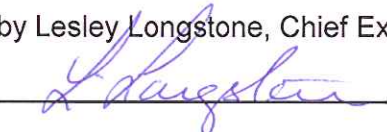
17.3 In the event that either Party receives a complaint or a request under either the Official Information Act 1982 or the Privacy Act 1993 for information relating to this Agreement, the Party which received the request will consult with the other Party on the proposed response prior to making a decision on the request.

17.4 If there are complaints about an alleged interference with privacy committed by a third party contracted by MSD, and the third party is unable to be held to account for these complaints (for example, the third party is no longer operating) then MSD will be responsible for dealing with these complaints.

17.5 MoE will refer any enquires from the media relating to this Agreement to MSD.

18 EXECUTION

Signed by Lesley Longstone, Chief Executive, Ministry of Education

Signed: 

Date: 8/8/12

Signed by Brendan Boyle, Chief Executive, Ministry of Social Development.

Signed: 

Date: 8 August 2012