

## MEMORANDUM OF UNDERSTANDING FOR

### Youth Justice National Minimum Dataset

between

Ministry of Justice, New Zealand Police,  
Ministry of Social Development and Department of Corrections

Dated: 30th October 2015

#### 1. Parties

- 1.1 The parties to this Memorandum of Understanding ("**Memorandum**") are the Ministry of Justice ("**Justice**"), the New Zealand Police ("**Police**"), the Department of Corrections ("**Corrections**") and the Ministry of Social Development ("**MSD**") (together, the "**Parties**").

#### 2. Background

- 2.1 Justice, Police and Corrections are members of the justice sector within the New Zealand Government. Together with MSD, they share a common interest in the effective and efficient management of Young Offenders.
- 2.2 The Parties each wish to establish the Youth Justice National Minimum Dataset ("**YJNMDS**") in order to have a sector-wide view of youth justice events. Parties will provide Data to Justice to be included in YJNMDS for that purpose.
- 2.3 YJNMDS will support research and provide statistics for policy and strategic decision making. YJNMDS will also support reporting on youth justice key performance indicators as required by the Youth Crime Action Plan.
- 2.4 There is a possibility that in future the Ministry of Health and the Ministry of Education may also take part in YJNMDS to support research and statistics about the youth criminal justice system.
- 2.5 It is the intention of the Parties to develop and improve access to YJNMDS by the Parties over time, including access via network.

##### *Justice Data*

- 2.6 Justice holds, as an agent for the courts, Data relating to court proceedings, including those in the Youth Court and Family Court. This Data is stored in an electronic database called the case management system ("**CMS**").
- 2.7 Extracts of Data from those court proceedings are provided from CMS to the current justice sector data warehouse ("**ISIS**"), a database managed by Justice that holds selected Justice, Police and Corrections Data. This data repository assists with the formulation of justice-related policy and reporting on the performance of the justice sector. However, for Young Offenders, ISIS holds only

limited Data and therefore has an incomplete view of Young Offender criminal histories.

- 2.8 Justice is currently establishing the enterprise data warehouse ("EDW") which is intended to replace ISIS. EDW will, when implemented, hold all Justice Data. YJNMDS will also be embedded within EDW.

#### *Police Data*

- 2.9 Police holds Data on the apprehension and processing of offenders including Young Offenders. This Data is stored in the Police business datamart ("CASE").
- 2.10 Police is already supplying unit record Data about offenders to Justice as part of the Recorded Crime Offenders Statistics collection under the *Police - Justice Data Sharing Agreement*. The Data required for YJNMDS is included in this collection.

#### *MSD Data*

- 2.11 MSD holds Data on youth justice interventions managed by Child, Youth and Family ("CYF"). This Data is stored in the Child, Youth, Residences and Adoption System database and case management recording system managed by MSD ("CYRAS").

#### *Corrections Data*

- 2.12 Corrections holds Data on the management of sentences imposed on offenders including custodial remand and custodial sentences for Young Offenders. This Data is stored in the Corrections Analysis and Reporting System managed by Corrections ("CARS").

#### *Unique Identifiers*

- 2.13 Young Offenders are assigned a Unique Identifier by Police when their details are recorded in the National Intelligence Application ("NIA"), a system used by Police to record details of offences, incidents and tasks where investigation beyond initial attendance is required, including those involving Young Offenders. The Unique Identifier used is the National Intelligence Application Person Identification Number ("NIA ID"), a Unique Identifier assigned by Police to people who come into contact with Police, including Young Offenders suspected of committing an Offence.
- 2.14 If that Young Offender is charged with an Offence, a Person Record Number ("PRN") is assigned as a second Unique Identifier. A PRN is assigned to persons, including Young Offenders, who have at any time been recorded as an offender in either Police, Justice, or Corrections systems.
- 2.15 Other than Police, the Parties will not be aware of a link between an NIA ID and a subsequent PRN assigned to the same Young Offender. Transaction Data based only on a NIA ID or only on a PRN can often be only a partial record of a Young Offender's total criminal history.

### **3. Definitions**

- 3.1 In this Memorandum, the following terms have the corresponding meanings:
- 3.1.1 **"Agreed Data Items"** means any of the data items listed in Schedule 1 on which the Parties may provide Transaction Data to Justice.
  - 3.1.2 **"Apprehended"** means Police have determined that a particular person is responsible for having committed an Offence, and have advised this person that he or she will be recorded as being responsible for the Offence.
  - 3.1.3 **"Data"** means the information in the form of electronic files that the Parties agree to share under this Memorandum, comprising Identity Data and Transaction Data.
  - 3.1.4 **"Data Match"** means the comparison of Identity Data provided by one party against Identity Data provided by one or more other Parties, and/or against Identity Data held in YJNMDS or in other statistics databases, to identify transactions that are common to a particular individual.
  - 3.1.5 **"FGC"** means family group conference, which has the same meaning given to it in section 2(1) of the Children, Young Persons and Their Families Act 1989.
  - 3.1.6 **"Identity Data"** means Data comprising Unique Identifiers, names and demographic information relating to Young Offenders.
  - 3.1.7 **"Offence"** means any act or omission by a person or persons for which a penalty could be imposed by the legal system.
  - 3.1.8 **"Request"** means a written request (including in the form of an email) for Justice to provide Data under this Memorandum that is sent from a Party's contact person (listed in clause 16 of this Memorandum) to Justice's contact person (listed in clause 16 of this Memorandum), or to another member of the Sector Group nominated by Justice's contact person.
  - 3.1.9 **"Sector Group"** means the business unit in Justice responsible for the operation and maintenance of the YJNMDS.
  - 3.1.10 **"Transaction Data"** means Data made up of the Agreed Data Items held by a Party about individual Young Offenders.
  - 3.1.11 **"Unique Identifier"** has the meaning given to it in section 2(1) of the Privacy Act 1993.
  - 3.1.12 **"Working Day"** means any day that is not a Saturday, Sunday, or public holiday. A Working Day starts at 8:00am and ends at 5:30pm.
  - 3.1.13 **"Youth Crime Action Plan"** or **"YCAP"** means the Government-approved programme operating from 2013 to 2023 to reduce youth crime.
  - 3.1.14 **"Youth Justice National Minimum Dataset"** or **"YJNMDS"** means the database managed by Justice that contains Data Matched Identity Data and Transaction Data for Young Offenders provided by the Parties.
  - 3.1.15 **"Youth Justice National Minimum Data Set Specification"** means the separate document of this title that contains detail on the Data elements to be used to populate YJNMDS. The Youth Justice National Minimum Data Set Specification is intended to be a companion document to this Memorandum, and will be updated from time to time by Justice following consultation with the Parties to this Memorandum.

3.1.16 "Young Offender" means a child aged 10 to 13 years (inclusive) or young person aged from 14 to 16 years (inclusive) at the time they allegedly committed an Offence but does not include anyone who is or has been married or in a civil union, and who:

- (a) has been Apprehended by Police; or
- (b) has been referred to CYF to convene a FGC; or
- (c) has been subject to a criminal process under the criminal jurisdiction of a court; or
- (d) has been declared to be in need of care or protection by the Family Court, on the grounds that they have committed an Offence or Offences the number, nature, or magnitude of which is such as to give serious concern for their well-being; or
- (e) has had a sentence or order imposed on him or her by a court, in response to an Offence or Offences alleged to have been committed at the time the child or young person was aged from 10 to 16 years (inclusive).

#### **4. Purpose**

4.1 The purposes of this Memorandum are to:

- 4.1.1 set out the basis on which the Parties will provide Identity Data and Transaction Data to Justice for input into the YJNMDs;
- 4.1.2 set out the basis on which Justice will provide Data to the other Parties for the purpose of statistics, research and development of policy and strategy (in accordance with the exception to the rule of non-disclosure in the Privacy Act 1993 under Information Privacy Principle 11(h)(ii));
- 4.1.3 specify the Agreed Data Items to be included in the YJNMDs;
- 4.1.4 set out the basis on which Data will undergo Data Matching;
- 4.1.5 enable the monitoring of youth justice outcomes; and
- 4.1.6 ensure that all Parties are aware of and comply with the rules applicable to the ownership, management, storage, access, use and destruction of the Data provided by any Party to the others for the purposes of this Memorandum.

#### **5. Effect of this Memorandum**

5.1 This Memorandum confirms the relationship between the parties is based on the spirit of goodwill and cooperation. The parties will work together to achieve the purposes of this Memorandum.

5.2 Nothing in this Memorandum is intended to create legal relations between the Parties and the Parties will not be liable for the actions of the other.

## **6. Provision of Data to Justice**

- 6.1 The Parties agree that only Data of the type described in the Youth Justice National Minimum Data Set Specification will be provided to Justice by the Parties to populate YJNMDS.
- 6.2 The Parties agree that:
- 6.2.1 MSD will provide Identity Data and Transaction Data to Justice at the end of each financial quarter in accordance with Schedule 1 of this Memorandum and the Youth Justice National Minimum Data Set Specification;
  - 6.2.2 Police and Corrections will provide Identity Data and Transaction Data to Justice in accordance with the provisions of existing arrangements for the sharing of offender information;
  - 6.2.3 The information sharing procedures outlined in Schedule 2 will be followed by all Parties;
  - 6.2.4 Justice will add their Data to the repository at the end of each quarter so that the repository is, except for the current quarter, always a total history of offending by Young Offenders;
  - 6.2.5 Initially, the Parties will provide Data about events from 01/01/2008 inclusive, except in the case of Police, who will only provide Data from 01/01/2010 inclusive.

## **7. Data Matching and Sharing**

- 7.1 Once in YJNMDS, Identity Data about Young Offenders will be Data Matched to identify events that relate to the same Young Offender. Data Matching will be carried out by the Sector Group.
- 7.2 MSD may in future also complete Data Matching activities for YJNMDS, using CYF and Work and Income identity information. If in future the Parties decide that MSD should complete Data Matching for YJNMDS, a separate memorandum of understanding will be negotiated for this purpose.
- 7.3 Any Party may make a Request for Justice to provide Data from YJNMDS for the purposes of statistics and research in accordance with Schedule 2.

## **8. Turnaround Times**

- 8.1 The Parties will provide Data to Justice no later than ten Working Days after the end of each quarter.
- 8.2 Justice will carry out any Data Matching activities, including if necessary any provision of data to MSD for Data Matching, and make the results of the Data Match available to the Parties for use within one month of the Parties initially providing the Data to Justice.

8.3 Where Justice receives a Request from a Party to provide data from the YJNMDS for research and statistical purposes, Justice agrees to provide the requested Data within ten Working Days from receipt of the Request.

## **9. Notification of Delay**

9.1 If for any reason Justice is unable to provide Data in response to a Request within the anticipated timeframe, within five Working Days of receiving the Request Justice will notify the Party's contact person of the likelihood of a delay and the new estimated timeframe.

## **10. Term and Review**

10.1 This Memorandum shall have effect from 30th October 2015 until terminated in accordance with paragraph 13 of this Memorandum.

10.2 If the Parties consider it necessary, this Memorandum may be reviewed twelve months after the initial signing.

## **11. Data Integrity and Security**

11.1 Each party confirms to the other that, in order to ensure the integrity and security of the Data and the privacy of any individuals in respect of which the Data is held, it will comply with the following terms and conditions:

11.1.1 The Data will only be used for the purposes described in paragraph 2 of this Memorandum.

11.1.2 The Data will be transferred and stored securely at all times in accordance with the processes set out in Schedules 2 and 3 to this Memorandum.

11.1.3 In using the Data, all Parties will ensure that the Privacy Act 1993 is complied with at all times. Specifically, where the identity of any individual can be derived from the Data:

- (a) Data stored on any computer will be under password protection such that access to that Data is limited to only those individuals who need to use it for the purpose of this Memorandum;
- (b) All computer files containing Data from another Party will be deleted in accordance with the provisions of the Public Records Act 2005;
- (c) A copy or copies of the Data will not be emailed or provided in any format to any other person or persons not authorised by a Party's contact person to receive such Data; and
- (d) No use of the Data, directly or indirectly, will be made in a manner that is inconsistent with the Memorandum, the Privacy Act 1993 or any other legal requirements.

**12. No Warranty**

- 12.1 While all reasonable care and diligence will be exercised by each party in identifying and providing Data resulting from implementing the procedures outlined in Schedules 2 and 3, no warranty is given by any party as to the accuracy and comprehensiveness of the Data.
- 12.2 The Parties agree that no Party will be liable for any costs, losses, expenses or damage suffered or incurred either by another Party or by a third party as a result of a Party's or third party's reliance on the Data.

**13. Termination**

- 13.1 Any Party may terminate the Memorandum by giving three (3) months' notice in writing to the other Parties.
- 13.2 All Parties agree that if any Party has breached the terms of this Memorandum or a party believes that it is no longer appropriate for another Party to access the Data or any part of it, any Party may terminate this Memorandum immediately by notice in writing to the other Parties and submit a request to the other Parties to return all Data provided to the other Parties and delete and destroy in accordance with the provisions of the Public Records Act 2005 all copies of such Data immediately upon receiving such a request.

**14. Variation**

- 14.1 This Memorandum cannot be amended, modified, varied or supplemented except in writing and signed by authorised representatives of all Parties.

**15. No Payment**

- 15.1 Each Party shall meet their own costs in relation to this Memorandum.

**16. Main Contacts**

- 16.1 The contact people for communications relating to this Memorandum are:

- 16.1.1 Justice – Charles Sullivan s 9(2)(a)

- 16.1.2 Police – Chris Worsley s 9(2)(a)

- 16.1.3 MSD – Philip Spier s 9(2)(a)

- 16.1.4 Corrections – Peter Johnston s 9(2)(a)

- 16.2 In cases where escalation is required, the contact person for this Memorandum are:

- 16.2.1 Justice – Dean Rutherford s 9(2)(a)

- 16.2.2 Police – Gavin Knight s 9(2)(a)
- 16.2.3 MSD – Christina Connolly s 9(2)(a)
- 16.2.4 Corrections –Jo Field, Deputy Chief Executive, Service Development s 9(2)(a)

16.3 All Parties may substitute an alternative contact person by notice in writing to the other Parties.

## 17. Disputes

17.1 The parties acknowledge that the prevailing test for determining any dispute that arises between the parties is what is needed to protect the integrity and security of the Data and the privacy of any individual to which the Data relates.

17.2 If any issue or dispute arises between the parties concerning the matters covered by this Memorandum, the contacts named in paragraph 16.1 above will firstly use their best endeavours to resolve the issue or dispute promptly.

17.3 Matters that remain unresolved or require further adjudication will be referred to the contacts named in paragraph 16.2 above.

17.4 If the relevant Parties are unable to resolve a dispute concerning matters covered by this Memorandum promptly, the Parties will:

17.4.1 agree, within five Working Days, a written summary 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;

17.4.2 immediately upon preparation of the summary or summaries, submit the summary or summaries to each Party's respective deputy chief executive or deputy secretary; and

17.4.3 The deputy chief executives and deputy secretaries of the Parties will meet as soon as practicable after the preparation of the summary or summaries in order to resolve the dispute.

## 18. Media

18.1 Each Party will raise any operational or policy concerns relating to this Memorandum through appropriate internal channels and not through the news media.

18.2 Each Party will consult with the others before providing information to the media on a matter within the scope of this Memorandum which comes within another Party's area of responsibility or in which another Party has an interest.

## 19. Directions and Changes in Policy



19.1 The provisions in this Memorandum are to be read subject to any Chief Executive or Cabinet directives, and subject to any enactment.

19.2 Where there are changes to Government policy which affect the purpose and functions of this Memorandum, each Party agrees to inform the other of those changes at the earliest possible time thereafter and if necessary agrees to meet to re-negotiate any aspects of this Memorandum.

**Signed by Dean Rutherford,  
Manager, Information and Analysis  
on behalf of the Ministry of Justice:**



Witness's signature:



Witness's name:

Patricia Power

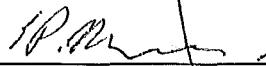
Dated:

20/10/2015

**Signed by David Trappitt,  
Assistant Commissioner Prevention and Road Policing (Acting)  
on behalf of the New Zealand Police:**



Witness's signature:



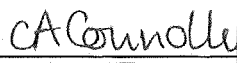
Witness's name:

Glen Morrison

Dated:

2/11/2015

**Signed by Christina Connolly  
General Manager, Insights MSD  
on behalf of the Ministry of Social Development:**



Witness's signature:



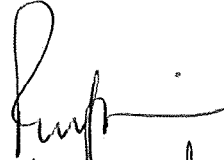
Witness's name:

Katie Anderson

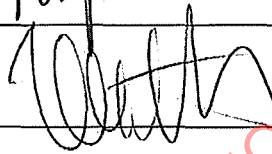
Dated:

2 November 2015

**Signed by Peter Johnston,  
Director, Research and Evaluation  
on behalf of the Department of Corrections:**



Witness's signature:



Witness's name:

Loey Henley

Dated:

4 Nov 2015

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## Schedule 1 – Agreed Data Items

The Agreed Data Items are described in the Youth Justice National Minimum Dataset Specification. This provides details on the data fields and formats required.

The Youth Justice National Minimum Dataset Specification may be modified by Justice, in consultation with the contacts listed in 16.1.

Note that the Police data is supplied as part of the Recorded Crime Offenders Statistics collection. The scope of the Police data supplied is therefore defined in the Appendix to Schedule C of the *Police - Justice Data Sharing Agreement*, entitled Recorded Crime Offender Statistics (RCOS) data items supplied

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## **Schedule 2 – Data to be provided to Justice**

The Parties, except Police, will follow the procedures outlined in this Schedule when providing Data to Justice, or, in the case of Justice, adding the Data to YJNMDS. The level of detail for Data to be provided by each Party and the values that are permitted in each Data element are set out in the Youth Justice National Minimum Dataset Specification.

Police data is supplied as part of the Recorded Crime Offenders Statistics collection. The procedures for supply of Data by the Police are defined in the Appendix to Schedule A of the *Police - Justice Data Sharing Agreement*.

### **1. Data**

The Parties will provide Justice with Transaction Data and Identity Data for each quarter at the end of that quarter. The criterion for inclusion of Identity Data is that for any Young Offender for whom one or more transactions are included in that Party's Transaction Data for that quarter.

### **2. Security process**

The Justice contact person nominated or substituted in accordance with paragraph 16.1.1 will from time to time advise the Parties of those members in Sector Group who are authorised to receive Data on behalf of Justice.

The party providing the Data will ensure completed files are encrypted, password protected and saved to a USB drive. The USB drive will be delivered in person by a representative of each party (other than Justice) to one of the nominated members of the Information and Analysis Team in the Sector Group at Justice.

Each Data file will have a unique password. The file password will be separately sent to Justice's contact person via email.

In the future, the Parties may implement a secure electronic Data transfer mechanism for the transfer of the files direct to a secure repository in Justice.

### **3. Reporting of Data movement**

Including where secure electronic data transfer is used, when the Data is delivered by a Party to Justice or by Justice to a Party, the recipient Party will send an email to the contact person of the sending Party confirming that the Data has been received.

If secure electronic data transfer is used, Justice will review all transfers to confirm that the required files have all been received. If, after 10 Working Days after the end of the quarter, one or more of the files that should have been received have not been received, Justice will liaise with the Party or Parties concerned to remedy the situation.

### **Schedule 3 – Provision of Data by Justice for research and statistical purposes**

The Parties will follow the procedures outlined in this schedule when Justice provides Data to each Party.

#### **1. Provision of Data to the Parties**

Justice will provide Data from the YJNMDs to a party in response to a Request.

The Request will describe the statistics or research activity that the Data is required for and specify the selection criteria for extracting the Data and the timeframe for completing the activity.

The Data supplied will not contain individually identifiable data fields such as names and dates of birth.

#### **2. Security process**

Once extracted, Justice will encrypt, password protect and save the Data to a USB drive. Justice will deliver a USB drive in person to the nominated person for the party that submitted the Request. Justice will notify the nominated person for each party of the file password separately via email.

#### **3. Reporting of Data movement**

When Justice delivers the Data to a Party, that Party's contact person will send an email to the contact person for Justice to confirm that the Data file has been received.

#### **4. Destruction of Data**

Once the statistics or research activity is completed, the Data provided by Justice will be destroyed by the recipient Party. The recipient Party holding that Data will email the contact person at Justice within five Working Days of completion of the statistics or research activity to confirm that deletion has occurred.

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