

MEMORANDUM OF UNDERSTANDING

BETWEEN

MINISTRY OF EDUCATION

NEW ZEALAND POLICE

MINISTRY OF SOCIAL DEVELOPMENT

MINISTRY FOR VULNERABLE CHILDREN, ORANGA TAMARIKI

NORTHLAND DISTRICT HEALTH BOARD

TE PUNI KŌKIRI

TE KAHU O TAONUI IWI CHAIR

DEPARTMENT OF CORRECTIONS

MINISTRY OF JUSTICE

IN RESPECT OF

KĀINGA ORA THE NORTHLAND PLACE BASED INITIATIVE

November 2017

THIS MEMORANDUM OF UNDERSTANDING IS MADE ON 20 November 2017

1. PARTIES

Ministry of Social Development (MSD)
Ministry for Vulnerable Children, Oranga Tamariki (MVCOT)
Ministry of Education (Education)
Northland District Health Board (NDHB)
New Zealand Police (Police)
Te Puni Kōkiri (TPK)
Te Kahu o Taonui Iwi Chair (Iwi)
Department of Corrections (DOC)
Ministry of Justice (MOJ)
(referred to in this Memorandum as "the agencies")

Representatives of the above entities constitute the governance group of Kainga Ora.

2. BACKGROUND

- a) The Northland Place Based Initiative is an initiative approved by Cabinet (CAB-16-MIN-0178). It is designed to improve outcomes for children, young people and their whānau who are most at risk of poor outcomes in the Northland region. While the overall objective of the initiative is to identify and work with individuals at risk of poor life outcomes, the first step is to identify children and young people at the highest risk of harm, which includes physical harm, abuse or neglect.
- b) The first step, the identification and prioritisation of children, young people and their families at risk of harm, abuse or neglect, will be undertaken by Kāinga Ora. Kāinga Ora is the Executive Office of the Northland Place Based initiative. Kāinga Ora is hosted by the Ministry of Education and acts for and on behalf of the Kainga Ora Governance Group (KOGG) in Northland. KOGG is a multi-agency group comprised of the parties as listed above. Kāinga Ora's role includes collecting information about at risk children and young people and analysing this information to target those most at risk.

those identified children and young people to reduce the risk of harm and to improve their outcomes. Kāinga Ora will ask one or more of the agencies, the Family Harm Table or NGOs to put particular services in place to achieve this. The purpose of the information sharing framework is to:

- reduce the risk of harm to the child or young person
 - enable a holistic view of those at risk and to capture the complexity of their multiple needs in a timely manner
 - ensure that providers know what is required of them and what services are needed so that at-risk children, young people and their whanau get the help they need.
- d) In order to improve information sharing between agencies Kāinga Ora has proposed the establishment of an information sharing framework. The purpose of this MOU is to clarify and record this information sharing framework.
- e) This Memorandum has been agreed after consultation with the Office of the Privacy Commissioner.

3. PURPOSE

The purpose of this Memorandum is to record the understanding of the parties in relation to:

- a) the identification of children and young people most at risk of harm, abuse or neglect
- b) the provision of information about the identified children and young people to relevant agencies to reduce the risk of harm, abuse or neglect
- c) the provision of information about the identified children and young people and their caregivers to relevant agencies to ensure services are provided to those individuals to address future risks.

4. PRINCIPLES

Principles governing the relationships between the agencies relating to information:

For people being considered for and offered services under the umbrella of KOGG:

- agreement to share information from the family will be achieved by best practice in helping families understand the likely benefits and risks of information sharing considered

- information will be shared to improve services. It will not be shared if service improvement can be achieved without it, or service improvement cannot be achieved. Having the power to share information will not always make it useful (for instance, if it causes a family to withdraw from services or erodes trust)
- information sharing without respect will not be tolerated.

For the people providing services and sharing information:

- sharing information to make the people providing service safer and more effective is an improvement in services
- public servants will need to exercise judgement in deciding whether to share information. We will back them to do that with training, guidance and a culture that promotes building trust.

For purpose for which information is collected:

- information sharing should not result in a child or their family being in a worse position
- information sharing can be a powerful way to improve people's situation. Collection of information should include an explanation of the power of information sharing.

For law and policies of the day:

- people working in these services have different professional obligations and powers. They need to be able to satisfy those obligations while maximising the benefits of information sharing, while realising that the MVCOT legislation information sharing framework will override professional obligations other than legal privilege to require sharing.

5. PROCESS

The following process will be followed:

- a) The agencies will identify potential at risk individuals and will share this information with Kāinga Ora. The information may include child protection alerts, family violence disclosures, mental health and addictions, cases of abuse or neglect, victims of crime and offenders.

- Released under the Official Information Act 1982
- b) Kāinga Ora will analyse the information on behalf of the agencies to identify those children and young people most at risk of harm. In order to undertake this, Kāinga Ora will look at multiple indicators of harm (see Appendix 1) and may request information from one or more of the agencies to assist with this analysis.
 - c) With the shortlist of those most at risk, Kāinga Ora will gather more agency information to determine what needs to be put in place to ensure the safety of the individual.
 - d) Kāinga Ora will then ask agencies, the Family Harm Table or NGOs to prepare a response to address the immediate safety risks and after that it will liaise with relevant agencies that will work directly with the individual and their family. Examples of how this may work in practice are set out in Appendix 2.

6. PRIVACY ACT 1993

- a) The Parties will comply with the Privacy Act 1993 ("Privacy Act") and any other Code of Practice made under the Privacy Act at all times.
- b) The Parties consider that the disclosure of personal information is permitted under the Information Privacy Principles as follows:
 - i. **Disclosure of information to Kāinga Ora about individuals and their caregivers at risk of harm, abuse or neglect.**

The Kāinga Ora executive office supports a governance group (KOGG) which includes the parties to this agreement. The work it undertakes is for, and on behalf of, each of these agencies.

Section 15 of the Children Young Persons and Their Families Act permits the reporting of harm or neglect to social workers and the police.

IPP 11(f) of Privacy Act permits disclosure of information where there is a serious threat to health or safety of an individual.

ii. **Disclosure of information by Kāinga Ora to the agencies seeking further information about identified individuals.**

IPP 11(a) permits disclosure if the disclosure is for one of the purposes in connection with which the information was obtained. If disclosure is required for other program deliverers (i.e. NGOs), that disclosure should be limited to the relevant information to inform their part of the delivery.

iii. **Disclosure of information about identified individuals by other agencies to Kāinga Ora.**

IPP11(f) permits disclosure of personal information if it is necessary to reduce or lessen a serious threat to the life or health of the at risk individual. Kāinga Ora will confirm when making a request for information that it is seeking the information for this purpose.

7. TERM

This Memorandum of Understanding commences on the date it is signed by the Parties and continues in effect until terminated in accordance with clause 11.

8. EFFECT OF THIS MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding confirms the relationship between the Parties based on a spirit of goodwill and cooperation for improved outcomes for at risk individuals. The Parties will work together to achieve the purpose of this Memorandum of Understanding.

This Memorandum of Understanding does not create and shall not be deemed to create, any legally binding or enforceable obligations on the part of any Party.

9. SECURITY OF INFORMATION

All information supplied under this Memorandum of Understanding is confidential information and shall be supplied by way of secure encrypted medium.

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 doing work directly relating to this Memorandum of Understanding;
- (iii) all employees dealing with the information are aware of their responsibilities in relation to this Memorandum of Understanding and the strict limitations on the use and disclosure of information; and
- (iv) no information is kept or stored in any form that might be easily portable, such as printed material, laptop computer, Portable Digital Assistant (PDA), DVD, CD, memory card, or USB portable storage device, except temporarily for the transfer of Source or Comparison Information, following which it will be permanently destroyed.

10. VARIATION

This Memorandum may be varied with the agreement of all Parties, and any such variation shall be set out in writing and signed by all Parties.

11. DISPUTE RESOLUTION

Should any dispute or difference of opinion arise out of or in connection with this Memorandum the Parties will use their best endeavours to resolve the dispute.

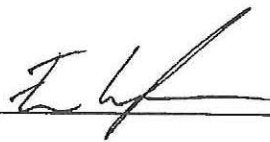
12. TERMINATION

This Memorandum may be terminated at any time by agreement in writing between the Parties.

Released under the Official Information Act 1982

Signed by

Ministry of Social Development

Signed: 

Date: 20/11/17

Signed by

Ministry for Vulnerable Children, Oranga Tamariki

Signed: 

Date: 20-11-17

Signed by

Ministry of Education

Signed: 

Date: 18/12/17

Signed

Northland District Health Board

Signed: 

Date: 20-11-17

Signed by

NZ Police

Signed: 

Date: 20-11-17

Signed by

Te Puni Kōkiri

Signed: *Ali Vaka*

Date: 20-11-2017

Signed by

Te Kahu o Taonui Iwi Chair

Signed: _____

Date: _____

Signed by

Department of Corrections

Signed: _____

Date: _____

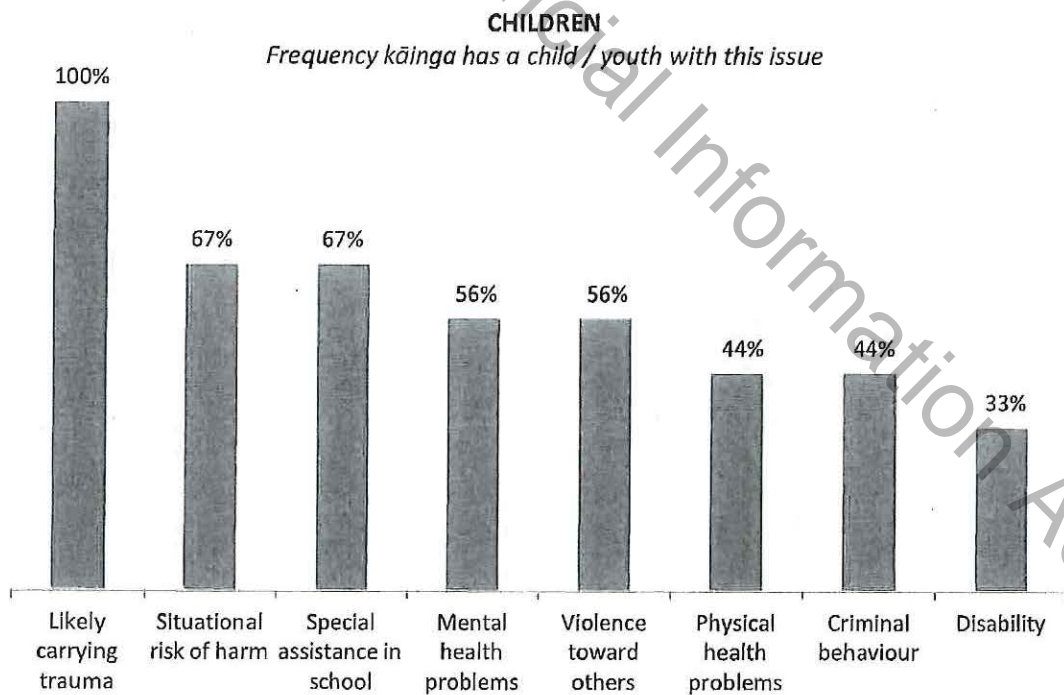
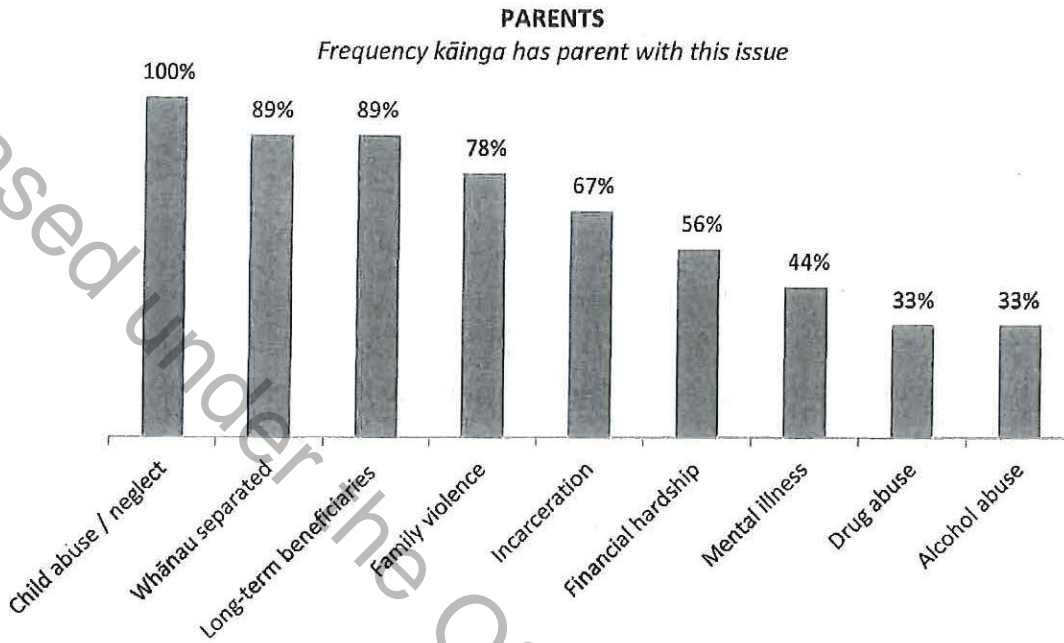
Signed by

Ministry of Justice

Signed: _____

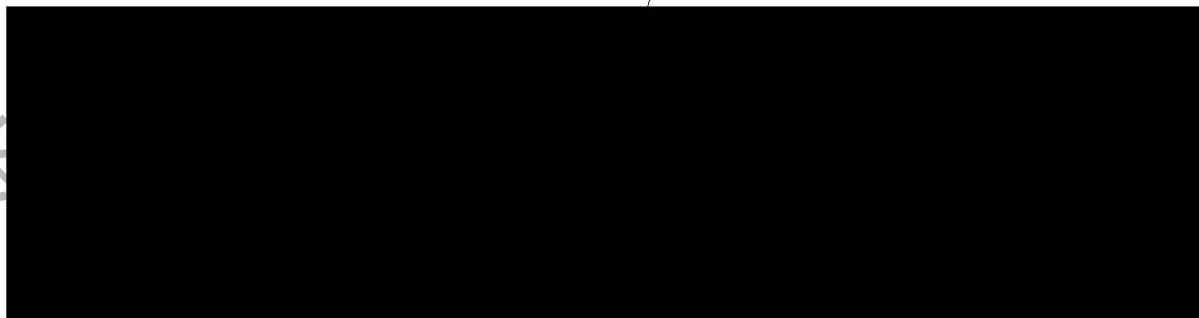
Date: _____

Appendix 1: Multiple Indicators of Harm



Note: These figures are from an analysis of the first 17 kāinga, which covers 52 children and a similar number of adults.

Appendix 2 : EXAMPLE SITUATIONS



Police and Education staff share this information with Kāinga Ora. Kāinga Ora share the information with MSD Family Violence team which referred it to the High Risk Forum (weekly Family Harm table) for action. In future a Kāinga Ora Executive Office staff member will regularly sit at Family Harm Tables.

2) A young couple in Kaitaia are living in motel with a 6 month old baby, and an 18 month old child, and the MVCOT file shows that there have been several notifications that the parents are using "P".

MVCOT shared this information with Kainga Ora which has been working with the Northland District Health Board (NDHB) on a response mechanism for pregnant mothers with addictions or mothers with small children aged 0 – 3. This is a specialist team from the NDHB which goes out and engages with the family/mothers, to assist them. These kinds of cases can be extremely dangerous for the children, as if harm occurs pre-birth, or when they are toddlers, it can be permanent. NDHB will take referrals from Kainga Ora from Mid-May to early June.