

MEMORANDUM OF UNDERSTANDING

Between

Ministry of Education, *Te Tāhuhu o te Mātauranga*

And

The Ministry of Health, *Manatu Hauora*

For the Purpose of

Enabling the provision of information to the Ministry of Health in to assist the mitigation of the outbreak of measles in New Zealand

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Signatories


Signed for and on behalf of Ministry of Education / *Te Tāhuhu o te Mātauranga*


.....

Date: 3 / 10 / 19
...../...../.....

Craig Jones
Deputy Secretary, Evidence Data and Knowledge

Signed for and on behalf of the Ministry of Health / *Manatu Hauora*


.....

Date: 27 / 9 / 19
...../...../.....

Shayne Hunter
Deputy Director General, Data and Digital

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Parties

1. The Secretary for Education (MoE)

AND

2. The Chief Executive of the Ministry of Health (MoH)

Background

3. Between 1 January 2019 and 18 September 2019 there were 1348 confirmed cases of measles notified across New Zealand. This is a serious threat to the public health of New Zealanders.
4. There has been a rapid increase in cases in the Auckland region. Cases continue to occur nationwide related to the Auckland outbreak, especially in Northland, Waikato, Bay of Plenty, Lakes, and Southern DHBs.
5. The majority of cases have been in unvaccinated people, or in those who do not know their vaccination status.
6. Measles is a serious, highly infectious disease, which can result in serious and fatal complications.
7. Effectively containing the spread of measles requires information and planning, including understanding potential sources of infection and transfer of the disease. Places where people gather together, such as schools, are key places where the disease can spread. Knowing the vaccination status of students can help schools and public health officials take appropriate action to slow or stop the spread of measles from child to child at school, who can then transfer the disease back to their family and community.
8. To reduce the spread of measles, MoH and MoE have agreed to share data to identify the vaccination status of students by school, in areas affected by the outbreak. MoE will provide identity information for each student, MoH will use this information to find the measles vaccination of students by school.

Purpose

9. The purpose of the information sharing under this Memorandum is to:
 - 9.1. Enable the provision of information to the MoH and selected DHB staff, including statutory public health officers designated by the Director-General of Health, to assist the mitigation of the outbreak of measles in New Zealand.
 - 9.2. The information will allow the identification of the measles vaccination status of students (in particular students aged between five and fifteen years) at schools in the region where the outbreak is occurring. The MoH has collected vaccination information since 2005 in the National Immunisation Register.
 - 9.3. For this MoU, mitigation will involve two types of information:

- 9.4. (a) the number of students in schools in the region who are known to be fully immunised with MMR (and the percentage of students per school) – this will be anonymised, aggregate information, to inform DHBs' population level risk assessments
- 9.5. (b) where the DHB has grounds to believe a student has or may have measles and therefore poses a risk of serious harm, personal identifying information (including name, gender address and MMR vaccination status) for students at the school will be provided in a timely manner to the DHB. The DHB will use this information, in consultation with the school Principal, to inform response measures to manage the public health risk. Depending on the circumstances, such measures may include the provision of information to staff, students and parents/caregivers, contact tracing, recommendations for excluding students from school or the use of statutory powers under Part 3A of the Health Act 1956
10. The purpose of this Memorandum is to:
- 10.1. set out the principles that the Parties are to take into account when sharing information with one another;
 - 10.2. acknowledge and apply the statutory context in which the information sharing will occur;
 - 10.3. record the Parties agreement of their understanding of what information will be shared, the justifications for the information sharing, and how that information will be used by the Parties;
 - 10.4. detail the process for reviewing and reporting on the information shared under this Memorandum
11. This Memorandum 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 in that Act.
12. This Memorandum is **not** an Information Matching Programme under Part 10 of the Privacy Act 1993.

Effect of this Memorandum

13. This Memorandum confirms the relationship between the Parties based on a spirit of goodwill and cooperation. It does not constitute or create, and shall not be deemed to constitute, any legally binding or enforceable obligations on the part of the Parties.
14. 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 and agree to review as required any aspects of this Memorandum.
15. Any schedules attached to this Memorandum are regarded as part of the Memorandum and therefore should be read subject to the provisions of the Memorandum.

Term of this Memorandum

16. This Memorandum commences on the date it is signed by both Parties and continues in effect until terminated in accordance with clause [17], or until 2 years after the date of signing, whichever occurs first.

Review of this Memorandum

17. The Memorandum will be reviewed 6 months after the date of signing.

Variations to this Memorandum

18. This Memorandum 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

Termination of this Memorandum

19. This Memorandum will be terminated when the MoH National Health Coordination Centre (NHCC) informs the Parties that the outbreak is over, or at any time by agreement in writing of both Parties.

Costs

20. Each Party will bear their own costs in relation to this Memorandum.

Legal Authority and Application of the Privacy Act 1993

21. The Parties will comply with the Privacy Act 1993 (Privacy Act) and any relevant Code of Practice made under the Privacy Act, including the Health Information Privacy Code 1994.

22. The Parties agree that the use and disclosure of personal information for the purposes set out in clause 9 comply with the Privacy Act.

23. The Parties agree that the legal authority enabling the sharing of information described in this Memorandum is Privacy Principle 11(f)(i) which provides that the disclosure of the information is necessary to prevent or lessen a serious threat to public health or safety, and it is not desirable or practical to obtain the information from the individuals concerned.

Information to be shared

24. The information to be provided to MoH under this Memorandum is a unique record identifier, student date of birth, student gender, student name (surname, middle, first, and any aliases), student address, school name, school address, and school territorial authority.

25. The information to be shared is extracted from the MoE databases, sourced from the ENROL system, and provided to the MoH.

26. The MoH will provide to the MoE the number and proportion of children enrolled in each school who have completed measles vaccination (aggregate data).

27. As requested by the NHCC, MoH will produce the identity and measles vaccination status of all students within a given school for whom MoH have a relevant vaccination record; where that school is identified as being high risk for measles infection, for example if that school has a confirmed case.

28. The Parties agree that the information will be provide by the MoE in the agreed format as detailed in Schedule One.

Use of the Information

29. Both Parties agree that the information shared under this Memorandum will only be used for the purpose(s) outlined in this Memorandum.
30. A process flow diagram detailing the use of the information shared under this Memorandum is in Schedule Two.
31. Both Parties agree that the information shared between the Parties, and any subsequent use, release, or publication of that information must be taken in accordance with all relevant legislation including, but not limited to, the Privacy Act and the Official Information Act 1982.

Method and Frequency of Information Exchange

32. The information to be shared under this Memorandum will be supplied using a MoE hosted SFTP server. The file will also be encrypted with a decryption key provided separately.
33. Where SFTP is not available, the information to be shared under this Memorandum will be supplied by encrypted Iron Key.
34. The encrypted information exchange will be carried out in accordance with the standards set by the Government Chief Digital Officer.
35. The information to be shared under this Memorandum will be exchanged on an as requested basis.
36. The Parties agree that MoH will make the request for information to the relevant MoE contact person using a request form (refer Schedule Three) that specifies the territorial authority of interest.
37. The Parties agree that the MoE will provide the requested information to MoH within 5 working days.
38. The MoH will produce vaccination status information at an aggregate level for all schools within 5 working days
39. The vaccination status of students within an individual school will be produced within 5 working days of notification from NHCC that the school is at risk, as per clause 27.

Security of the Information

40. Information exchanged under this Memorandum includes personal and/or personally identifiable information.
41. Each Party will ensure its employees and contractors handling any information for the purposes of any information exchange under this Memorandum will comply with the Privacy Act and any other applicable legislation relevant to each Party.
42. The Parties will ensure that:
 - 42.1. All information is protected from unauthorised access, use and disclosure.
 - 42.2. 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 related to this Memorandum.

- 42.3. All MoE and MoH employees dealing with the information exchanged under this Memorandum are aware of their responsibilities and the strict limitations on use and disclosure of any information subject to this Memorandum.
- 42.4. Where information is kept or stored in any form that might be easily portable (e.g. printed material, laptop, portable digital assistant, DVD, CD, memory card, or USB portable device) appropriate safeguards will be in place to guard against any unauthorised access, use or disclosure of the information. If the information is kept or stored on such a device for the purpose of transfer of source or comparison information, it will be permanently disposed of once the transfer has been complete.

Breaches of Security or Confidentiality

43. The Parties must immediately notify the other Party of any actual or suspected unauthorised access, use or disclosure of any information exchanged under this Memorandum.
44. The Parties must also investigate any actual or suspected unauthorised access, use or disclosure of any information exchanged under this Memorandum.
45. If either Party has reasonable cause to believe that a breach of any other security provision in the Memorandum has occurred or may occur, that Party may undertake such investigations as it deems necessary.
46. Where an investigation is commenced under this clause, the other Party will provide the investigating Party with reasonable assistance, and the investigating Party will keep the other Party informed on the progress and outcome of that investigation.
47. If there has been a security breach, either Party may suspend the exchange of information under this Memorandum by notice in writing to give the other Party time to remedy the breach.

Destruction and Retention of Information

48. The Parties agree that information provided under this Memorandum is subject to the Public Records Act 2005.
49. The Parties agree that the information exchanged under this Memorandum will only be held by each Party for as long as necessary to effect the purpose of this Memorandum, and no longer than 10 working days after this memorandum has been terminated.
50. Both Parties agree that the disposal of the information will be carried out in such a way as to make the information irretrievable.

Disputes Resolution

51. The Parties will negotiate in good faith to resolve any disputes arising out of, or in relation to, this Memorandum. In the first instance, the relevant Primary Contacts will work together to identify the reasons for the dispute and what can be done to remedy the dispute.
52. Where a remedy cannot be agreed upon, the issue will be escalated to the Relationship Manager, who will be asked to make judgements necessary to resolve the issue. If resolution is still not

achieved, the Chief Executive (or delegated person) of each Party may be advised and asked to work together to resolve the issue.

53. The obligations in this Memorandum concerning use, security and disposal of information shall remain in force notwithstanding any suspension or termination of this Memorandum.

External Communications

54. The Parties are responsible for complying with their respective obligations under the Privacy Act, the Official Information Act 1982 (Official Information Act), and the Health Information Privacy Code 1994.

55. In the event that either Party receives a complaint or request under the Privacy Act, Official Information Act, or the Health Information Privacy Code 1994, in relation to information exchanged, accessed, used or disclosed under this Memorandum, the Party which receives the complaint or request will consult with the other Party on the proposed response prior to making a decision on the complaint or request.

56. In the event that either Party receives a request from the media in relation to this Memorandum or any information exchanged, accessed, used or disclosed under this Memorandum, the Party will advise the other Party of the media request, and any proposed response to the media.

Relationship Management and Oversight

57. To facilitate and support the relationship between the Parties to this Memorandum, and to provide operational oversight of the information sharing activity, each Party will nominate a Relationship Manager.

58. The Relationship Manager will have oversight of the operation of this Memorandum, and be the first point of contact for each Party with regards to the operation of this Memorandum.

59. Schedule Four records the Relationship Manager for each Party.

60. To facilitate the provision of information under this Memorandum, each Party will nominate a Contact Person.

61. Schedule Five records the Contact Person for each Party.

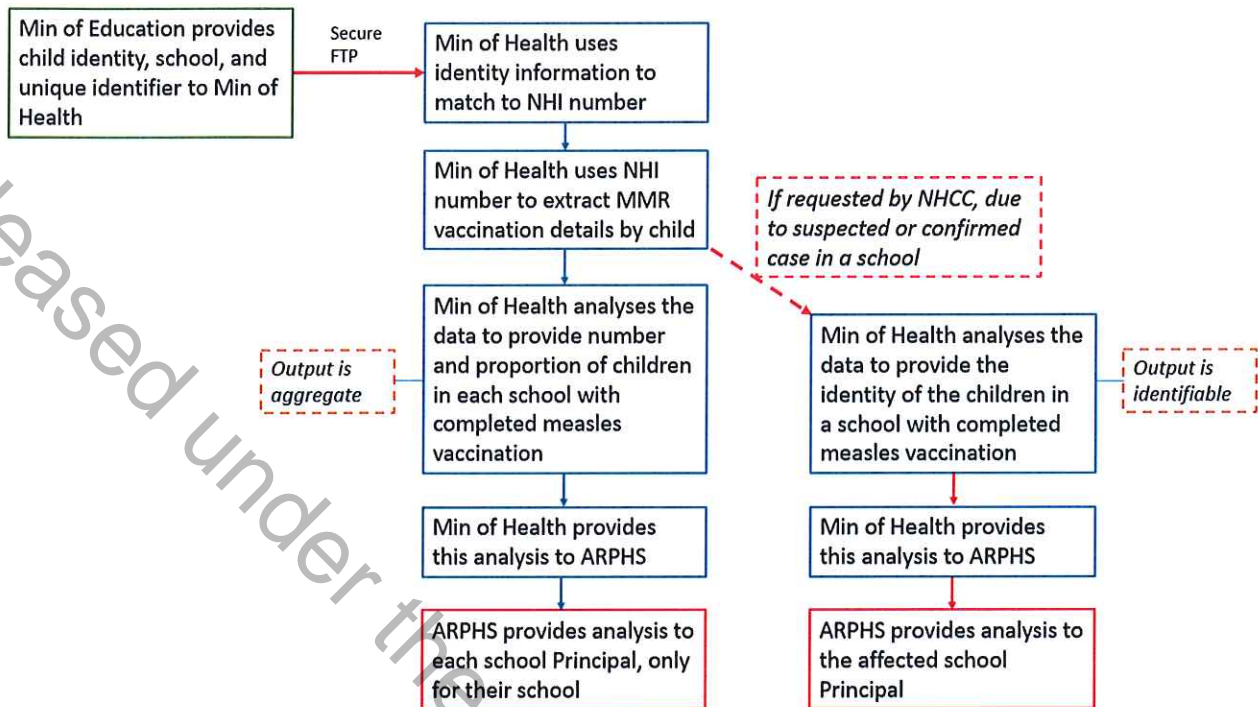
Schedule One – Data Transfer Format

The data will be transferred in a Pipe delimited CSV file using the following format.

	Field name	Format
1	Unique record identifier (Not NSN)	Varchar
2	Student date of birth	yyyymmdd
3	Student gender	M, F
4	Student Surname	Varchar
5	Student Given Names	Varchar
6	Student address 1 (Number and Street)	Varchar
7	Student Address 2 (Suburb)	Varchar
8	Student Address 3 (City)	Varchar
9	School name	Varchar
10	School address 1 (Number and Street)	Varchar
11	School address 2 (Suburb)	Varchar
12	School address 3 (City)	Varchar
13	School Territorial authority	Varchar
14	First Alternate Surname	Varchar
15	First Alternate Given Name	Varchar
16	Second Alternate Surname	Varchar
17	Second Alternate Given Name	Varchar
18	Third Alternate Surname	Varchar
19	Third Alternate Given Name	Varchar
20	Fourth Alternate Surname	Varchar
21	Fourth Alternate Given Name	Varchar
22	Fifth Alternate Surname	Varchar
23	Fifth Alternate Given Name	Varchar
24	Sixth Alternate Surname	Varchar
25	Sixth Alternate Given Name	Varchar
26	Seventh Alternate Surname	Varchar
27	Seventh Alternate Given Name	Varchar
28	Eighth Alternate Surname	Varchar
29	Eighth Alternate Given Name	Varchar
30	Ninth Alternate Surname	Varchar
31	Ninth Alternate Given Name	Varchar
32	Tenth Alternate Surname	Varchar
33	Tenth Alternate Given Name	Varchar

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Schedule Two – Process Flow Diagram



Schedule Three – Request Template

A request should be emailed to the appropriate MoE contact with the following details.

Date of request	
Date information required by	
Territorial Authority the information is required from	
Student dates of Birth the information should cover	

Schedule four – Relationship Manager

Ministry of Education	Selena Smeaton – Manager, Information Management selena.smeaton@education.govt.nz
Ministry of Health	Laura Cleary – Acting Manager, Data Services laura.cleary@health.govt.nz

Schedule Five – Contact People

Ministry of Education	Donald Peterkin – Manager, Data Solutions and Warehousing donald.peterkin@education.govt.nz
Ministry of Health	Laura Cleary – Acting Manager, Data Services laura.cleary@health.govt.nz

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