

Bill No. 99
2024

By-law No. A-_____ - _____

A by-law to approve The Data Provision Agreement between The Corporation of the City of London and His Majesty the King in Right of Canada as represented by the Minister of Housing, Infrastructure and Communities, and to authorize the Mayor and City Clerk to execute this Agreement.

WHEREAS section 2 of the *Municipal Act*, 2001 S.O. 2001, c.25, as amended, provides that municipalities are created by the Province of Ontario to be responsible and accountable governments with respect to matters within their jurisdiction and each municipality is given powers and duties under this Act and many other Acts for the purpose of providing good government with respect to those matters;

AND WHEREAS section 3.1 of the *Municipal Act*, 2001 states that the Province acknowledges that a municipality has the authority to enter agreements with the Crown in right of Canada with respect to matters within the municipality's jurisdiction:

AND WHEREAS section 10 of the *Municipal Act*, 2001 provides that the City may provide any service or thing that the City considers necessary or desirable for the public and may pass by-laws respecting same, and respecting economic, social and environmental well-being of the City, and the health, safety and well-being of persons;

AND WHEREAS under the *Housing Services Act*, 2011, S.O. 2011, c. 6, Sched. 1, the City of London is designated as the service manager for the service area 'City of London and County of Middlesex';

AND WHEREAS section 6 of the *Housing Services Act*, 2011 requires the service manager to have a plan to address housing and homelessness;

AND WHEREAS under the *Housing Services Act*, 2011, the service manager has prepared a Homeless Prevention and housing 2024-2029 Plan;

AND WHEREAS subsection 5(3) of the *Municipal Act*, 2001 provides that a municipal power shall be exercised by by-law;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The Data Provision Agreement between the Corporation of the City of London and His Majesty the King in Right of Canada as represented by the Minister of Housing, Infrastructure and Communities, attached as Schedule "1", is approved.
2. The Deputy City Manager, Social and Health Development, and their written designate, are severally delegated authority to undertake all administrative acts including amendments to the agreement that are necessary in connection with the Data Provision Agreement approved under section 1 above, on the condition that: no additional funding is required; or if funding is required it is provided for in the City's current budget; and that there is no increase in indebtedness or contingent liabilities of The Corporation of the City of London.
3. The Mayor and City Clerk are authorized to execute the Data Provision Agreement approved under section 1 above.

4. This by-law shall come into effect on the day it is passed subject to the provisions of PART VI.1 of the Municipal Act, 2001.

PASSED in Open Council on April 2, 2024 subject to the provisions of PART VI.1 of the Municipal Act, 2001.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – April 2, 2024
Second Reading – April 2, 2024
Third Reading – April 2, 2024

DATA PROVISION AGREEMENT

BETWEEN

**His Majesty the King in Right of Canada as Represented by the
Minister of Housing, Infrastructure and Communities**

AND

(“HIFIS/HMIS Lead”)

BACKGROUND

The following Data Provision Agreement (“**Agreement**”) is an agreement between Infrastructure Canada (“**The Department**”) and the organization (“**HIFIS/HMIS Leads**”) entrusted to implement, maintain, and oversee the Homeless Individuals and Families Information System (“**HIFIS**”) and/or an equivalent Homelessness Management Information System (“**HMIS**”) in their respective community.

Developed by the Government of Canada, and in collaboration with communities across Canada, **HIFIS** is an essential component of Reaching Home: Canada’s Homelessness Strategy (“**Reaching Home**”) and is designed to support the day-to-day operational activities of Canadian homeless service providers (“**Service Providers**”).

As a comprehensive data collection and case management system, **HIFIS** enables participating **Service Providers** to collect, access, and share local real-time homelessness data on individuals and families (“**Clients**”) to ensure **Clients** are prioritized and referred to appropriate services at the correct time. **HIFIS** is made available to participating **Service Providers** within the same community through the **HIFIS Lead** in exchange for the quarterly collection of certain non-directly identifiable personal information (“**Export Fields**”) (Annex A) collected from **Clients**, and if applicable, the anonymized information collected from the Point-in-Time Counts (“**PiT Count Fields**”) (Annex B).

Under **Reaching Home**, the use of **HIFIS** is mandatory for all communities under the Designated Communities and Territorial Homelessness funding streams where an equivalent **HMIS** is not already being used.

Communities that operate with an equivalent **HMIS** must ensure that the system: 1) was established prior to participating in **Reaching Home**; 2) allows **Service Providers** to participate in a Coordinated Access system; and, 3) exports the same mandatory **Export Fields** to the **Department** each quarter in the same safe and secure manner as **HIFIS** (e.g., data is anonymized and encrypted).

1. GENERAL

The following **Agreement** supersedes any prior communication or representation concerning **HIFIS/HMIS**. Should there be ambiguity or inconsistencies between the terms and conditions of this **Agreement** and those in any previous Data Provision Agreements, the provisions of this **Agreement** prevail.

2. PURPOSE

The purpose of the following **Agreement** is to outline the terms and conditions regarding:

- a) The collection and disclosure of information by the **HIFIS/HMIS Leads**; and,
- b) The collection, use, and disclosure of information by the **Department**.

3. AUTHORITY

The following **Agreement** is governed under the *Privacy Act*.

- a) The *Privacy Act* applies to all federal department's collection, use, disclosure, retention, and disposal of personal information. The *Privacy Act* defines personal information as information that can identify an individual that is recorded in any form. Federal departments may only collect an individual's personal information if it relates directly to the operation of one of its programs or services.

4. ROLES AND RESPONSIBILITIES

4.1. HIFIS/HMIS LEADS

- a) Act as the data steward for the community and hold custody and control over **Clients'** data.
- b) Use **HIFIS/HMIS** to collect **Client** information that respects municipal, provincial, and territorial legislation.
- c) Provide to the **Department** each quarter, the **Export Fields** (Annex A).
- d) Ensure **Clients** are properly informed that certain information from the **Export Fields** (Annex A), and if applicable, the **PiT Count Fields** (Annex B), will be provided to the **Department** and may be shared with other federal institutions for policy, analysis, research, and evaluation purposes.
- e) Ensure adequate custodianship of the data and database by reviewing, verifying, and cleaning the collected data (e.g., proper field entries, naming consistencies, data accuracy).
- f) Develop and maintain policy and procedures regarding privacy and data security (i.e., guidance on collection, use, disclosure, and/or disposal of **Client** information).
- g) Develop and enter into a Community Data Sharing Agreement, an agreement between the **HIFIS/HMIS Lead** and their respective **Service Providers** that outlines the partnership and expectations of both organizations that respects municipal, provincial, and territorial legislation.
- h) Collaborate with participating Indigenous organizations in the collection and custodianship of data, and the development of policies and procedures, in a manner that respects both parties.
- i) Sign the most recent **Agreement** when made available.

4.2 THE DEPARTMENT

- a) Share aggregated data from the **Export Fields** (Annex A), including the **PiT Count** fields (Annex B), with other federal institutions for policy, analysis, research, and evaluation purposes.
- b) Inform the **HIFIS/HMIS Leads** of data quality issues (e.g., improper field entries, naming inconsistencies) regarding the **Export Fields** (Annex A), and if applicable, the **PiT Count Fields** (Annex B).
- c) Inform the **HIFIS/HMIS Lead** of any changes related to the collection, use, disclosure, and/or retention of the **Export Fields** (Annex A) and the **PiT Count Fields** (Annex B).
- d) Exercise due diligence when amending the **Export Fields** (Annex A) and the **PiT Count Fields** (Annex B) by consulting with **HIFIS/HMIS Leads**. Consultations will occur within a defined time period and will not be interpreted as an approval process. The **Department** reserves the right to exercise the final decision.
- e) Ensure that only individuals deemed necessary will have access to and use of the **Export Fields** (Annex A) and **PiT Count Fields** (Annex B), as required for the performance of their duties.
- f) Maintain and safeguard the **Export Fields** (Annex A) and the **PiT Count Fields** (Annex B), by protecting data against risks such as unauthorized access, collection, use, disclosure, and disposal.
- g) Make no attempt to re-identify **Clients** with data from the **Export Fields** (Annex A) and the **PiT Count Fields** (Annex B).
- h) Make no attempt to disclose the data exported from the **HIFIS/HMIS Lead** for a purpose other than that for which it was provided and outlined in this **Agreement** unless required by law. In the event of a request under *Canada's Access to Information Act*, the **Department** may consult with the **HIFIS/HMIS Lead**.

5. TERMINATION

- a) The **Department** and the **HIFIS/HMIS Lead** may terminate this **Agreement** for any reason, including failure to comply with any of the terms or conditions set out in this **Agreement** upon 30-days of written notice.
- b) The **Department** will retain a copy of the data collected from the **Export Fields** (Annex A), including the **PiT Count Fields** (Annex B) in accordance with the *Privacy Act*.

6. LIABILITY AND INDEMNIFICATION

- a) The **Department**, its employees, and agents, shall not be liable for any claims, damages, injuries, and loss of any kind, whether direct or indirect, consequential or incidental, arising from the failure to safeguard the exported data. This includes, but not restricted to, loss of revenue, profit or savings, lost, damaged or stolen data, or other commercial or economic loss.
- b) **HIFIS/HMIS Leads** agree to indemnify and hold the **Department**, its employees, and agents, harmless from and against any claims, damages, complaints, costs, or expenses, loss, actions or causes of action, incurred or suffered, as a result of the failure to safeguard the data contained in their **HIFIS/HMIS**.
- c) The **Department** disclaims any and all implied or express warranties or conditions, including any implied warranty of title, non-infringement, merchantability, or fitness for a particular purpose, regardless of whether the **Department** knows or had reason to know of particular needs.

7. GENERAL PROVISIONS

- a) The **Agreement** is governed by the laws of Canada and becomes effective when signed by both parties. It will remain in effect until terminated, or if the **Agreement** is superseded by a newer version, in which case, the **HIFIS/HMIS Lead** must ensure that the new version of the **Agreement** is promptly signed.
- b) The **Agreement** is a data provision agreement only, not a contract for services, a contract of service, or employment. Nothing in the **Agreement** shall be construed as creating a partnership, employment, and/or relationship between the **Department** and the **HIFIS/HMIS Lead**.
- c) The signatory to the **Agreement** represent and warrant that the individual has the capacity and the authority to sign this **Agreement** on behalf of the **HIFIS/HMIS Lead**.
- d) The **Department** may amend the terms of this **Agreement** at any time. Amendments to this **Agreement**, excluding amendments to the **Export Fields** (Annex A) and the **PiT Count Fields** (Annex B), will only be valid if agreed upon and signed by both parties.
- e) The **Department** reserves the right to exercise the final decision regarding any amendments that occur to the **Export Fields** (Annex A) and the **PiT Count Fields** (Annex B). The **Department** will exercise due diligence by consulting with **HIFIS/HMIS Leads** prior to making any amendments.

8. DESIGNATED OFFICIALS

The **Department** and the **HIFIS/HMIS Lead** agree to designate an official to act as their contact person for any issues related to the installation, implementation, and administration of **HIFIS/HMIS**.

THE DEPARTMENT

Alex Parenteau, A/Director
Engagement, Programs and Partnership
Division
Homelessness Policy Directorate
Infrastructure Canada
180 Kent St, Ottawa, ON K1P 5P5
alex.parenteau@infcc.gc.ca

HIFIS/HMIS LEAD

Name _____

Title _____

Organization _____

Address _____

Email _____

IN WITNESS WHEREOF this **Agreement** has been signed on behalf of the **Department** and by the **HIFIS/HMIS Lead's** authorized representatives.

**HOMELESS POLICY
DIRECTORATE**

HIFIS/HMIS LEAD

**OBSERVER
(if applicable)**

NAME

NAME

NAME

Alex Parenteau

TITLE

TITLE

TITLE

a/Director

DATE

DATE

DATE



ANNEX A – EXPORT FIELDS

The following is a list of the information that the HIFIS/HMIS Lead must export to the Department each quarter. The anonymized export fields provides the Government of Canada with the necessary data to inform policy, analysis, research, and evaluation.

*Fields that require mandatory data entry in HIFIS

SERVICE PROVIDER INFORMATION

- Service Provider ID*
- Service Provider Name*
- Service Provider Type*
- Bed Count History* (bed count, overflow, date-time modified, active status)
- Bed Types*
- Community*

CLIENT INFORMATION

- Unique Client Identifier*
- Gender*
- Racial Identity*
- Date of Birth*
- Client State (date of change)*
- Family Role*
- Family Head ID*
- Citizenship/Immigration Status*
- Indigenous Indicator*
- Veteran Status*
- Life Events
- Contributing Factors (start date, end date)
- Employment Status
- Country of Birth
- Education Level
- Sources of Income (start date, end date)
- Health Issues
- Housing (types, start date, end date)

SHELTER STAY INFORMATION

- Reason for Service*
- Reason for Discharge*
- Book-in Date*
- Book-out Date*

TURNAWAY INFORMATION

- Reason for Turnaway*
- Date of Turnaway*
- Anonymous Gender*
- Anonymous Age Category*

ANNEX B – POINT-IN-TIME (PiT) COUNT EXPORT FIELDS

The following is a list of the information included in the HIFIS PiT Count module that is exported to the Department.

*Fields that require mandatory data entry

SERVICE PROVIDER INFORMATION*

- Service Provider ID
- Service Provider Name
- Service Provider Type
- Bed Counts
- Bed Types
- Look-up Values
- Community

PARTICIPANT INFORMATION*

- Site ID
- Survey Number
- Survey Location
- Survey Date and Time
- Survey Screening
- Location of Homelessness Experience Over the Past Year
- Family Status and Role
- Age
- Age of First Homelessness Experience
- Homelessness Duration Over the Past Year
- Newcomer Status on Arrival to Canada
- Newcomer Time Since Arrival
- Duration in Community
- Indigenous Identity
- Racial Identity
- Veteran Status
- Experience in Youth-in Care
- Identified Health Challenges
- Gender Identity
- Sexual Identity
- Reasons for Recent Housing Loss
- Eviction as related to a reason for housing loss
- Time Since Housing Loss
- Sources of Income

OPTIONAL INFORMATION

- Number of Homelessness episodes (past year)
- Reasons for not Accessing Shelter
- Citizenship Status
- Reasons for Migration
- Indigenous Community of Origin
- Duration Between Child Welfare Exit & Homelessness
- Child Protection Service Support
- Levels of Education
- Systems Interactions
- Desire for Permanent Housing
- Housing Challenges
- Preferred Language
- Service Needs