

Report to Community and Protective Services Committee

To: Chair and Members
Community and Protective Services Committee
From: Kevin Dickins, Deputy City Manager, Social and Health
Development
Subject: Data Provision Agreement Update for HIFIS usage
Date: March 18, 2024

That, on the recommendation of the Deputy City Manager Social and Health Development the following actions **BE TAKEN** with respect to Data Provision Agreement Update for HIFIS usage report;

1. the attached proposed by-law (Appendix A) **BE INTRODUCED** at the Municipal Council April 2, 2024 meeting to:
 - a) **AUTHORIZE** and **APPROVE** the updated Data Provision Agreement BETWEEN His Majesty the King in Right of Canada as Represented by the Minister of Housing, Infrastructure and Communities and The Corporation of the City of London, attached as Schedule 1 to this report;
 - b) **AUTHORIZE** the Mayor and City Clerk to execute the Data Provision Agreement approved under section a) above;
 - c) **DELEGATE** to the Deputy City Manager Social and Health Development, or their written designate, authority to undertake all the administrative acts that are necessary in connection with the Data Provision Agreement approved under section a) above on the condition that no additional funding is required, or if additional 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.

Executive Summary

The purpose of this report is to recommend that the City of London sign the newly updated Data Provision Agreement with Housing, Infrastructure and Communities Canada (Infrastructure Canada) for the purpose of continuing to use the Homeless Individuals and Families Information System (HIFIS) software attached as Schedule 1. This report outlines the importance of continuing to utilize HIFIS in London, as part of our ongoing efforts to address homelessness and enhance housing stability in the community. HIFIS, plays a critical role in supporting the community's coordinated access system, facilitating data collection, analysis, and service provision to individuals and families experiencing homelessness. This report recommends entering into the updated data sharing agreement for the continued use of HIFIS in on our community.

Linkage to the Corporate Strategic Plan

This report aligns with the strategic areas of focus in the 2023-2027 City of London Strategic Plan. The City of London Strategic Plan (2023-2027) identifies housing and homelessness as a key area of focus, and housing and homelessness work is identified throughout the Strategic Plan, impacting all areas of life for Londoners.

Some key outcomes that are supported through the investments outlined in this report include:

- The City of London demonstrates leadership and builds partnerships to increase quality, affordable, and supportive housing options.
- London has a robust community system of health, homelessness, housing stability services, policies, procedures, and by-laws in place to support

individuals and families at risk of or experiencing homelessness or in precarious housing consistent with Council's recognition of the health and homelessness emergency.

- The City of London enhances the confidence of Indigenous Peoples by furthering truth and reconciliation efforts.
- The City of London is a leader in becoming an equitable and inclusive community.
- London is an affordable and supportive community for individuals and families.
- The City of London demonstrates leadership by taking meaningful actions to address and eliminate all forms of violence against women and girls, gender-based violence, and sexual violence.

Housing Stability for All: The Housing Stability Action Plan for the City of London (2019-2024)

London's Homeless Prevention and Housing Plan, Housing Stability for All: The Housing Stability Action Plan for the City of London (Housing Stability for All Plan), is the approved guiding document for homeless prevention and housing in the City of London and was developed in consultation with Londoners.

Analysis

1.0 Background Information

1.1 Previous Reports Related to this Matter

- Housing Stability for All Plan 2022 Update (CPSC: May 24, 2023)
- Housing Stability for All Plan 2020 Update (CPSC: May 31, 2022)
- Housing Stability for All Plan - Mid-Year Update (CPSC: September 21, 2021)
- Housing Stability for All Plan 2020 Update (CPSC: May 11, 2021)
- Municipal Council Approval of the Housing Stability Plan 2019 to 2024 (CPSC: December 3, 2020)
- Municipal Council Approval of the Housing Stability Plan 2019 to 2024 (CPSC: December 3, 2019)
- Homeless Prevention and Housing Plan 5 Year Review and Update (CPSC: June 17, 2019)
- London's Homeless Prevention System Homeless Management Information System Cargo Management Consulting Inc. Contract Amendment #2 (CPSC: February 21, 2018)
- London's Homeless Prevention System Homelessness Partnering Strategy Homeless Individuals and Families Information System – Data Provision Agreement (CPSC: September 12, 2017)
- London's Homeless Prevention System Contract Amendment Cargo Management Consulting Inc. Homeless Management Information System Implementation Consultant (CPSC: September 12, 2017)

2.0 Discussion and Considerations

The purpose of this report is to recommend that the City of London enter into an updated Data Provision Agreement (DPA) with Infrastructure Canada for the purpose of using the Homeless Individuals and Families Information System (HIFIS) software. The agreement between City and Infrastructure Canada outlines the roles and responsibilities regarding data collection, data sharing, and data retention.

On September 20, 2017, Municipal Council passed By-law No. A-7613-327 to enter into the original Data Provision Agreement with Housing, Infrastructure and Communities Canada. Currently, the HIFIS software is used to collect demographic information on individuals and families experiencing homelessness to better understand homelessness at both a local, provincial and federal level in Canada.

To access the current version of the HIFIS software, the City of London is required to enter into a new Data Provision Agreement with the Government of Canada. The Data Provision Agreement allows the use of the HIFIS software in exchange for reports of non-identifying aggregate information of homeless serving program participants.

Changes to the Existing Data Provision Agreement:

- Merging of the Data Provision Agreement and the Data Sharing Agreement (DSA), an agreement between the City and Infrastructure Canada;
- Addition of “racial identity” and “client state” to the mandatory export fields;
- Removal of HIFIS licence-related clauses in the DPA;
- Removal of “housing-loss related to Covid 19” in the PiT Count fields; and,
- Updates to the “bed count history” export which includes:
 - bed count – the number of beds associated with a service;
 - overflow – the number of overflow beds associated with a service;
 - activity status – the activity status associated with a service; and
 - date/time modified – the date and time that the information was updated.

The changes are intended to further streamline and simplify the existing agreement while ensuring that the expectations are clear and concise and continue to advance the homelessness sector’s need to collect accurate anonymized data to create stronger research and policy responses.

Homeless Management Information System:

Both the provincial and federal governments have made it a priority to strengthen the understanding of homelessness through the collection of individual data by creating a list of people experiencing homelessness, called a By-Names List. This is achieved through the use of a Homeless Management Information System (HMIS). The HMIS system used in London is HIFIS which utilizes the collection of data to support the day-to-day operations of homelessness service providers. To support this goal, municipalities collect specific information (data) points in real-time to ensure individuals and families accessing services are prioritized and referred to appropriate services at the correct time. As a comprehensive data collection and case management system, HIFIS makes it easier to support those experiencing homelessness in a more coordinated way. Through keeping user information together in a centralized system, HIFIS helps various groups work together, make more informed decisions, and use proven methods to help people in need.

HIFIS is a web-based software developed by the Government of Canada, under the Homelessness Partnering Strategy and is available at no charge to participating communities across Canada. The City of London and its collection, use and distribution of data is governed and regulated by the Municipal Freedom of Information and Protection of Privacy Act. The Data Provision Agreement has been reviewed by Information Technology Services, Records & Information Services, Risk Management, and the City Solicitors Office.

The Data Provision Agreement contains an indemnity provision in section 6, which exposes the City of London to potentially unlimited liability. This clause cannot be changed. In the opinion of Corporate Insurance/Risk Management, this should not stop the City of London from moving forward with final approval of this Agreement as the benefits of this project outweigh the potential risks.

2.1 Benefit and Outcomes of using HIFIS

Since London started using HIFIS, it has allowed the community to make decisions about how to support homeless individuals and families based on data and feedback from clients using various services. To make the system work, many different groups, such as service providers, community organizations, and government agencies, have collaborated to implement and update the current system. Civic administration has provided training and ongoing support to community service providers to ensure there is a consistent approach to using HIFIS. Using HIFIS as the community’s main system for

managing homelessness has helped inform the communities efforts to prevent, divert and respond to homelessness in a more coordinated way.

2.2 Importance of HIFIS

Data Collection and Analysis:

With HIFIS, service providers can gather and study information about homelessness trends, who is affected, and how services are being used. This helps the community understand the problem, identify service gaps and make decisions about new policies and programs.

Coordinated Access:

HIFIS makes it easier for people who are homeless to receive help by centralizing the intake process. This means individuals can quickly connect with the right available services for their needs, making community responses more efficient and effective.

Reporting and Accountability:

HIFIS has strong reporting tools that let service providers and funders keep track of outcomes, performance, and how well the community is meeting the goals of the Housing Stability Action Plan. This is important for assessing if responses are having an impact and can support advocacy for changes in policy.

Integration with Funding Programs:

HIFIS supports implementation of the Federal Reaching Home Program, and the Provincial Homeless Prevention Program, so that data can easily be shared, and specific federal and provincial performance indicators can be reported on and provided in a consistent manner.

3.0 Financial Impact

The right to use HIFIS is at no cost and made available by the Government of Canada and will have no net financial impact on the City's approved Operating Budget. Any costs associated with the implementation, hosting and maintenance are funded by the Province of Ontario through the Homeless Prevention program and the Federal Reaching Home program.

Conclusion

The need to continue the use HIFIS to meet the program requirements of the provincial and federal governments to have an active HMIS and to maintain an active By-Name List and coordinated access system is imperative. It also supports reaching the community goal of ending homelessness and fostering housing stability in London. By investing in this system and making the most of its capabilities, the community can improve how people in need are assisted, make the response to homelessness faster and more effective thereby reducing an individual or families experience of homelessness, and move closer to creating a community where everyone feels included and supported.

Prepared by: Julia Rennick, Manager Housing Stability Services, Social and Health Development
Submitted by: Craig Cooper, Director, Housing Stability Services, Social and Health Development
Recommended by: Kevin Dickins, Deputy City Manager, Social and Health Development

Appendix A

Bill No.
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*, 2021 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 – insert date
Second Reading – insert date
Third Reading – insert date

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@infc.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