

<b>TO:</b>	<b>CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON MARCH 20, 2018</b>
<b>FROM:</b>	<b>LYNNE LIVINGSTONE MANAGING DIRECTOR NEIGHBOURHOOD, CHILDREN AND FIRE SERVICES</b>
<b>SUBJECT:</b>	<b>LONDON'S HOMELESS PREVENTION SYSTEM HOMELESS MANAGEMENT INFORMATION SYSTEM HOSTING AGREEMENT</b>

<b>RECOMMENDATION</b>
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That, on the recommendation of the Managing Director of Neighbourhood, Children and Fire Services, with concurrence of the Director of Information Technology Services, the following actions **BE TAKEN** with respect to London's Homeless Management Information System Hosting Agreement and the London Homeless Prevention Inter-Organization Information Sharing Agreement:

- a) the attached proposed by-law (Appendix "A") **BE INTRODUCED** at the Municipal Council meeting to be held on March 27, 2018, to:
  - i) **AUTHORIZE** and **APPROVE** London's Homeless Management Information System Hosting Agreement, substantially in the form attached as Schedule 1 to the by-law, to be entered into between the Corporation of the City of London and various homeless serving organizations; and,
  - ii) **DELEGATE** authority to the Managing Director, Neighbourhood, Children and Fire Services to execute the London Homeless Management Information System Hosting Agreement authorized and approved in part a) i) above; and,
  - iii) **DELEGATE** authority to the Managing Director, Neighbourhood, Children and Fire Services to authorize and approve Additional Parties to enter into the Agreement and is delegated authority to execute the Agreement for New Parties in the form as attached to the Agreement.
  
- b) the attached proposed by-law (Appendix "B") **BE INTRODUCED** at the Municipal Council meeting to be held on March 27, 2018, to:
  - i) **AUTHORIZE** and **APPROVE** London's Homeless Prevention Network Inter-Organization Information Sharing Agreement, substantially in the form attached as Schedule 2 to the by-law, to be entered into between the Corporation of the City of London and the participating homeless serving organizations; and,
  - ii) **DELEGATE** authority to the Managing Director, Neighbourhood, Children and Fire Services to execute the London Homeless Prevention Network Inter-Organization Information Sharing Agreement authorized and approved in part b) i) above.

<b>PREVIOUS REPORTS PERTINENT TO THIS MATTER</b>
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- 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)
- London's Homeless Prevention System Contract Award Request for Proposal 16-56 Homeless Management Information System Implementation Consultant (CPSC: January 24, 2017)
- London's Homeless Prevention System Enumeration Results and London's Emergency Shelters Progress Report: 2011-2015 (CPSC: October 18, 2016)
- London for All: A Roadmap to End Poverty (SPPC: April 18, 2016)
- Homelessness Partnering Strategy Funding Agreement – Data Sharing Agreements (CPSC: February 17, 2016)
- London Homeless Prevention System Progress Report and Update (CPSC: September 22, 2015)
- Strategic Plan for the City of London 2015-2019 (March 10, 2015)
- Homeless Individuals and Families Information System (HIFIS) Human Resources and Skills Development Canada (HRSDC) Contract (CPSC: September 17, 2013)
- Homeless Individuals and Families Information System (HIFIS) Human Resources and Skills Development Canada (HRSDC) Contract (CPSC: August 21, 2012)

## BACKGROUND

The purpose of this report is to recommend that the City of London enter into a London Homeless Management Information System Hosting Agreement (Hosting Agreement) with organizations that are approved for use; and to recommend that the City of London enter into the London Homeless Prevention Network Inter-Organization Information Sharing Agreement (Information Sharing Agreement).

The Homeless Management Information System used by the City of London and participating organizations is the Government of Canada's Homeless Individuals and Families Information System (HIFIS). The City of London holds the license for use and is the HIFIS Application Host for all data collected and shared by the authorized organizations using HIFIS (By-law No. A-7613-327).

The Homeless Management Information System aims to provide immediate information regarding individuals and families experiencing homelessness and engaged in services provided by homeless serving programs in London, including the City of London. This information includes, and is not limited to: emergency shelter bed availability by location and overall occupancy; primary demographic information of participants/clients and their use of services; and, aggregate reports of service use. Information is only shared through the informed consent of the participant/client. By working together and sharing information, organizations can better understand homelessness, improve services, and reduce and prevent homelessness in London.

### **1. London Homeless Management Information System Hosting Agreement**

The City of London Information Technology Services and Neighborhood Children and Fire Services, Homeless Prevention are implementing the technical infrastructure to establish cloud-based hosting environment and maintain the information system available for use by approved organizations and the City of London. The Hosting Agreement sets out the terms and requirements of organizations who will be using HIFIS, including the hosting and support services provided by the City of London.

Organizations entering into this Hosting Agreement will have the ability to use the database hosted on the dedicated server and to share information electronically, subject to obtaining informed participant/client consent. The information contained within the standard Consent to Release Personal and Health Information used by all participating organizations is in a form that is acceptable to the City of London.

## **2. Inter-Organization Information Sharing Agreement**

The Inter-Organization Information Sharing Agreement is an agreement developed by the London Homeless Prevention Network (Network). This Network is made up of the leadership of homeless serving organizations and programs, including the City of London, who are participating in the shared information system.

The Network meets regularly to develop standards and practices related to the consistent use of the information system. The Network developed the Inter-Organization Information Sharing Agreement which sets out the parameters around the collection, use, disclosure, and protection of personal and health information of participants/clients.

This Information Sharing Agreement supports a collaboration between organizations and the City of London to improve the housing stability of individuals and families experiencing homelessness in the City of London.

There are nine organizations providing over thirteen homeless related programs currently using HIFIS including: the City of London Homeless Prevention; London Cares Homeless Response Services; Addiction Services of Thames Valley; Youth Opportunities Unlimited; Canadian Mental Health Association, Middlesex; Mission Services of London; St. Leonard's Society of London; Unity Project for Relief of Homelessness in London; and, The Salvation Army London Centre of Hope. Other organizations may be added to HIFIS, subject to approval, and by entering into an Additional Party Agreement.

By entering into the Information Sharing Agreement each participating organization agrees to share participant/client personal information among participating programs through the shared information system with participant/client consent. This process will benefit participants/clients by eliminating such things as duplicate intakes and supporting coordinated case management.

The Hosting Agreement and Information Sharing Agreement were reviewed by the City Solicitor's Office, Information Technology Services, Risk Management, Financial and Business Services and the Privacy Officer.

<b>FINANCIAL IMPACT</b>
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London's Homeless Management Information System is funded by the Province of Ontario through the Community Homelessness Prevention Initiative, and the Government of Canada's Homelessness Partnering Strategy. There is no net financial impact on the City's approved 2018 Operating Budget.

<b>CONCLUSION</b>
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Civic Administration will continue to work on informing and engaging Londoners in a collaborative manner to support the implementation of London's Homeless Management Information System to achieve our collective vision of strengthening the community through caring and compassionate services to address, reduce and prevent homelessness in London.

<b>PREPARED BY:</b>	<b>REVIEWED AND CONCURRED BY:</b>
<b>JAN RICHARDSON MANAGER, HOMELESS PREVENTION NEIGHBOURHOOD, CHILDREN AND FIRE SERVICES</b>	<b>MAT DALEY DIRECTOR, INFORMATION TECHNOLOGY SERVICES</b>
<b>RECOMMENDED BY:</b>	
<b>LYNNE LIVINGSTONE MANAGING DIRECTOR, NEIGHBOURHOOD, CHILDREN AND FIRE SERVICES</b>	

## APPENDIX A

Bill No.  
2018

By-law No.

A By-law to approve the London Homeless Management Information System Hosting Agreement between the City of London and Homeless Serving Organizations, and to authorize the Managing Director, Neighbourhood, Children and Fire Services 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 9 of the *Municipal Act, 2001* provides that the City has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

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 2010-2024 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 London Homeless Management Information System, Hosting Agreement (the "Hosting Agreement") between the Corporation of the City of London, and
  - London Cares Homeless Response Services
  - Addiction Services of Thames Valley
  - Youth Opportunities Unlimited
  - Mission Services of London
  - Canadian Mental Health Association, Middlesex
  - St. Leonard's Society of London
  - Unity Project for Relief of Homelessness in London
  - The Governing Council of the Salvation Army
  - Such other Parties as may from time to time become parties by entering into an Additional Party Agreement,attached as Schedule 1, is authorized and approved;

2. The Managing Director, Neighbourhood, Children and Fire Services is delegated authority to execute the Hosting Agreement;
3. The Managing Director, Neighbourhood, Children and Fire Services is delegated authority to authorize and approve Additional Parties to enter into the Hosting Agreement and is delegated authority to execute the Agreement for New Parties in the form as attached to the Hosting Agreement; and,
4. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council

, 2018

Matt Brown  
Mayor

Catharine Saunders  
City Clerk

First Reading -  
Second Reading –  
Third Reading -

**Schedule 1**

**This agreement dated the 1<sup>st</sup> day of April, 2018.**

**LONDON HOMELESS MANAGEMENT INFORMATION SYSTEM HOSTING AGREEMENT**

**BETWEEN:**  
THE CORPORATION OF THE CITY OF LONDON  
(the "City")

OF THE FIRST PART

-and-

London Cares Homeless Response Services

-and-

Addiction Services of Thames Valley

-and-

Youth Opportunities Unlimited

-and-

Mission Services of London

-and-

Canadian Mental Health Association, Middlesex

-and-

St. Leonard's Society of London

-and-

Unity Project for Relief of Homelessness in London

-and-

The Governing Council of the Salvation Army

-and-

SUCH OTHER PARTIES as may from time to time become parties by entering into an  
Additional Party Agreement ("New Parties", and each a "New Party")

(collectively the "Organizations", and each an "Organization" )

OF THE SECOND PART

**RECITALS**

WHEREAS the Homeless Individuals and Families Information System ("HIFIS") is a software system made available by Employment and Social Development Canada ("ESDC") to organizations across Canada for the purpose of better managing their programs serving individuals and families experiencing homelessness;

AND WHEREAS HIFIS is a computer software program designed to assist Organizations with daily operations such as booking in Clients, maintaining bed lists, and producing daily and monitoring reports;

AND WHEREAS, by creating one national data collection and management software system, communities and Organizations across Canada are able to, over time, compare aggregate data on the nature of homelessness in their communities;

AND WHEREAS Clients of the Parties often seek services for the homeless from more than one Party, and the Parties would like to access the Client's Personal Information collected by each of the Parties about such Clients in order to provide the best possible services to them;

AND WHEREAS the City is designated under the *Housing Services Act, 2011* as the Service Manager for the service area of the City of London and County of Middlesex, and as such shall, in accordance with its housing and homelessness plan, carry out measures to meet the objectives and targets relating to housing needs within the Service Manager's service area;

AND WHEREAS the City has entered into an agreement with Employment and Social Development Canada to host the HIFIS;

AND WHEREAS the City has entered into an agreement with a third-party provider for a cloud-based hosting environment for the HIFIS;

AND WHEREAS the Organizations and the City have agreed that where two or more of them provide services to the same Client, they will make information about the Client available electronically to other applicable Organizations and the City for the purpose of more efficiently and effectively providing or assisting in the provision of services for the homeless services to the Client to whom the information relates;

AND WHEREAS the City, in hosting the HIFIS, wishes to authorize homeless service providers in London to access the cloud-based hosting environment for the HIFIS, where data on that cloud-based hosting environment can be shared on a need-to-know basis, and known as the London Homeless Management Information System ("HMIS");

AND WHEREAS the City, pursuant to its agreement with ESDC, also wishes to provide aggregate data from the cloud-based hosting environment to ESDC;

AND WHEREAS it is a guiding principle of this Agreement that, by working together and sharing information, Organizations that are working to improve the housing stability of individuals and families experiencing homelessness in the City of London can better understand homelessness, improve services, and reduce and prevent homelessness in London;

AND WHEREAS the HMIS is developed based on the Guiding Principles identified in the London Homeless Prevention System Implementation Plan:

- Housing with Support/Housing First
- Homelessness is a solvable problem
- Individual and family centred
- Partnership based
- London driven
- Neighbourhood based
- Harm reduction approach
- Inclusive
- Fiscally responsible
- Outcome focused;

AND WHEREAS the Parties have entered into an Inter-Organization Information Sharing Agreement with respect to sharing of information on the HMIS;

NOW THEREFORE, for good and valuable consideration, the City and the Organizations agree with each other as follows:

## 1.1 INTERPRETATION

## 1.2 DEFINITIONS

In this Agreement, unless the context requires otherwise, the following terms have the meanings set out in this Section:

**"Aggregate Data"** refers to information that cannot be used to identify a specific individual. The information compiled from HIFIS data exports is generally referred to as aggregate data since it brings all export data together in a single database for reporting and analysis;



**“Agreement”** means this agreement entered into between the City and the Organizations and includes all of the schedules listed in Section 1.2 and any amending agreement entered into;

**“Business Day”** means each Monday, Tuesday, Wednesday, Thursday and Friday except when any such day occurs on a statutory holiday observed in Ontario;

**“Client”** means an individual or a family unit receiving services from an Organization that is part of the shared information system;

**“Database Files”** means electronic files containing data stored in a computing environment;

**“Effective Date”** means April 1, 2018;

**“HIFIS Application Host”** means the City as the provider of hosting services for London’s installations of the HIFIS 4.0 (or any subsequent versions) and accompanying software;

**“Information Sharing Agreement”** means the agreement entered into between the Parties related to the sharing of information in the HMIS among the Organizations and the City;

**“Organization”** means an organization providing services to individuals and families experiencing homelessness or at risk of homelessness, and is a signing Party to this Agreement;

**“Parties”** means the City and the Organizations and “Party” means any of them, as the context may require;

**“Personal Information”** means any information about an identifiable individual, and some examples of personal information are information relating to race, national or ethnic origin, colour, religion, sex, age, sexual orientation or marital or family status, information relating to the education or the medical, psychiatric, psychological, criminal or employment history of the individual, and personal health information;

**“Services”** means the services to be provided by the City to Organizations under this Agreement as more particularly described in Schedule B;

**“User”** means the staff of the Organizations that has permission to use the shared HIFIS and HMIS.

### 1.3 SCHEDULES

The following Schedules are attached to and form part of this Agreement:

Schedule A – Form of Adhesion (Agreement for New Parties)

Schedule B - Services

- 1.3 In the event of a conflict or inconsistency between the provisions of this Agreement and the provisions of a Schedule, the provisions of this Agreement shall prevail.

### 2.0 TERM OF THIS AGREEMENT

- 2.1 This Agreement shall be in force from the Effective Date until it is superseded or replaced by a subsequent agreement or unless terminated in accordance with the Termination provisions in this Agreement.

### 3.0 SERVICES OF CITY

- 3.1 The City will provide the Services set out in Schedule B. The City will use reasonable commercial efforts to meet the service level objectives set out in Schedule B. The failure of the City to provide the Services or to meet the service level objectives does not constitute a breach of this Agreement by the City.
- 3.2 The City, as the HIFIS Application Host, shall be solely authorized to designate City personnel to access the HIFIS application and Database Files for the purposes of

maintenance, upgrades, security, reporting, auditing and backup of the system, subject to the Consent to Release Personal and Health Information signed by the Client.

3.3 The City, as the HIFIS Application Host, shall be solely authorized to allow access to HMIS by any entity.

#### 4.0 **REQUIREMENTS OF ORGANIZATION**

##### 4.1 **REPRESENTATIONS AND WARRANTIES**

Each Organization represents and warrants:

- (a) it has developed and implemented the required policies and procedures relating to the confidentiality, security and privacy of Personal Information of its own Clients required under any applicable legislation;
- (b) it is a corporation under the laws of Ontario;
- (c) it is duly authorized to enter into this Agreement; and,
- (d) the individuals executing this Agreement on its behalf are authorized to sign on its behalf and to bind it to the terms and conditions of this Agreement.

##### 4.2 **COVENANTS**

Each Organization shall:

- (a) comply with all laws applicable to their use of the HMIS under this Agreement and the Information Sharing Agreement including all applicable privacy legislation;
- (b) be responsible for their employees and other agents who are HMIS and HIFIS Users;
- (c) ensure that their employees or other agents are trained and comply with the terms set out under this Agreement and an Information Sharing Agreement;
- (d) keep their staff informed of any HIFIS changes including such things as upgrades, data security requirements and user confidentiality and conduct.
- (e) ensure that their employees or other agents maintain the confidentiality of all data in the HMIS;
- (f) ensure that their employees or other agents access and use Personal Information of a Client solely for purposes of assisting in the provision of homelessness services to the Client to whom the Personal Information relates, and will limit such access and use to what is necessary for such purposes;
- (g) ensure that if the Organization or their employees or other agents become aware that a Client has withheld or withdrawn consent for the collection, use or disclosure of the Client's Personal Information, the Organization shall ensure that all access, use and disclosure of the Personal Information by the Organization will cease, and advise their own Privacy Officer and the City's Privacy Officer;
- (h) ensure that their employees or other agents do not disclose their HIFIS passwords to any person, and that they do not use another person's HIFIS password or other access information;
- (i) ensure that the technological requirements including security of the data are established and maintained in accordance with standard requirements related to the protection of information, and shall provide the City, upon the City's request, with a copy of the Organization's standards related to the protection of information;
- (j) have policies in place to ensure that its employees and other agents understand their obligations with respect to the protection of Personal Information of the Client;
- (k) have systems in place to monitor improper or unauthorized data access of its employees and other agents, and have processes in place to be followed in the event that the monitoring reveals improper or unauthorized data access;
- (l) have systems, policies and procedures in place to protect Personal Information against theft, loss and unauthorized access, use, disclosure and destruction;

- (m) shall only collect, use and disclose Client information if the Client provides a Consent to Release Personal Information in a form that has been approved in writing by the City ("Consent");
- (n) not make available in the HMIS the Personal Information of a Client unless the Organization has the appropriate Consent from the Client;
- (o) ensure Clients signing the Consent are aware of HMIS, HIFIS and its application and its uses;
- (p) inform the Client that the City is the HIFIS Application Host;
- (q) ensure the accuracy and the security of the information collected and entered into the HIFIS program;
- (r) participate in activities related to working with other Organizations and with the City to maintain the integrity of the HMIS;
- (s) release and exchange information to the City and other Organizations electronically through HIFIS based on the terms set out in this Agreement, subject to obtaining a Consent from the Client;
- (t) inform all the Parties immediately if there is a privacy or security breach involving Client's Personal Information; and,
- (u) terminate the use by any of its Users if the authorization of that User has been terminated, or if this Agreement with the Organization has been terminated.

4.3 Each Organization shall collaborate and cooperate with other Organizations and the City to investigate and address any privacy or security breaches that are affecting or likely to affect Personal Information.

4.4 **DATA AND SYSTEM SECURITY**

- (a) Each Organization shall:
  - (i) immediately cease electronic access to the HIFIS Database at the City's request;
  - (ii) immediately cease electronic access to the HIFIS Database when there is a concern that the Organization's computer hardware, software or internet connection may not have adequate safeguards in place for the prevention of unwanted interference with the HIFIS Database, including, without limitation: security threat; virus; or privacy breach;
  - (iii) maintain at all times, virus detection and security features to prevent unauthorized use, acceptable to the City. The Organizations understand that the City may establish or change requirements from time to time, and the Organization shall comply with the requirements within one (1) Business Day;
  - (iv) ensure that any of its employees or other agents who have been issued a password for the HIFIS Database (User) will collect, use and disclose Client information in accordance with privacy legislation including and not limited to PIPEDA, and PHIPA. The data collected will only be used in accordance with what is permitted within this Agreement; and,
  - (v) take every reasonable precaution regarding the protection of the Client's Personal Information, including ensuring that such things as:
    - (i) computer passwords are protected;
    - (ii) computer passwords are not shared;
    - (iii) Client information will not be left unattended on computer screens; and,
    - (iv) Client information will only be viewed by the Organization's employees or agents on a need to know basis.
- (b) Each Organization shall have system security features in place at all times, to prevent unauthorized access of the HIFIS and to safeguard the information contained within the application.

- (c) Each Organization shall ensure that the following system security requirements are used in association with the use and operation of the HIFIS Database, at all times:
- (i) System Updates – Updates must be installed within one (1) business week of their release for all operating systems such as Windows, Mac, Linux, etc.;
  - (ii) Web Browser Updates – Regular updates must be installed within one (1) business week of their release on all web browsers such as Internet Explorer, Firefox, Google Chrome, etc.;
  - (iii) Software Updates – Updates must be installed for all software such as Adobe, MS Office, Java, etc.;
  - (iv) Antivirus Protection – Must be configured to automatically update on a real time basis and configured to delete any detected virus/malicious software;
  - (v) Firewall Protection – Must be configured to restrict incoming access by using either a hardware or software firewall with regular updates applied;
  - (vi) Password Changes – Passwords must be changed at a minimum of every three months and immediately following an identified threat such as unauthorized access on the system. A minimum of six characters must be used when establishing a password; and,
  - (vii) Remote Access Connection – (including Remote Desktop, VPN, and remote administration) – Must be controlled with regularly updated software/firmware and be configured to use strong/complex passwords.

#### 4.5 HIFIS SPECIALISTS

Each Organization shall identify and support their own staff person to assume a HIFIS Specialist role. The role of the HIFIS Specialist is to:

- (a) support the Organization staff in using the HIFIS application;
- (b) set up new Users in the HIFIS, set and reset passwords when required and decommission Users as required;
- (c) provide troubleshooting support to Users and act as first point of contact for all HIFIS support for their organizations; and,
- (d) be assigned other duties and responsibilities as required by the Organization.

#### 4.6 USER MANAGEMENT

Each Organization shall:

- (a) set up Users and assign roles;
- (b) remove User accounts immediately following staff departure and update User privileges following a change in staff role; and
- (c) maintain an accurate inventory of the HIFIS accounts assigned to roles.

#### 5.0 REVIEW PROCESS

- 5.1 All revisions and amendments to this Agreement shall be made by way of an amending agreement signed by the Parties to the Agreement.

#### 6.0 TERMINATION

- 6.1 The City may, without liability, immediately terminate the Organization's access to the HIFIS Database and terminate the Agreement with that Organization if, in the sole

opinion of the City, the Organization fails to comply with the provisions contained in this Agreement, or any policies that may be put in place from time to time.

- 6.2 In the event that the City can no longer host the HMIS for any reason whatsoever, the City may, without liability, terminate this Agreement, and may, in its sole discretion:
- (a) notify the Parties to this Agreement as soon as possible;
  - (b) consult with the Parties to this Agreement about the feasibility of finding a new host for the continuation of the database; and
  - (c) secure, transfer, or destroy the master copy of the database as may be required and appropriate to the agreed upon solution and applicable legislation.
- 6.3 An Organization may terminate its participation in the HIFIS and this Agreement by providing sixty (60) days' prior notice to the City and the other Organizations.
- 6.4 If this Agreement is terminated with respect to an Organization, the Organization shall no longer have access to the HMIS and any data in the HIFIS after the termination date.
- 6.5 An Organization's participation in this Agreement shall immediately terminate if the Organization ceases operation.
- 6.6 The obligations of Subsections 4.2(u), 4.4(a)(i) and Sections 6.4, 8.1, 9.1, 9.2, 9.3, 9.4, 9.5, 9.6, 10.2, 10.3 and this section shall survive the termination of this Agreement.

## **7.0 DISCLAIMER AND APPLICATION OF LAWS**

- 7.1 The parties to this Agreement agree and accept that the HIFIS database or the HMIS may become inoperable on a temporary or permanent basis due to technical or other unforeseen reasons that are beyond the control of the City, despite the City's best efforts to host the HMIS system.
- 7.2 Organizations accept the HIFIS database "AS IS" and the use of the HIFIS database and HMIS is at the Organizations' own risk. The City 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 City knows or has reason to know of the Organization's particular needs.
- 7.3 In consideration for the City's Agreement to host the HIFIS database, the parties to the Agreement agree to waive any and all claims against the City, its officers, employees, councillors and agents, and to release the City from any and all liability for any loss, damage, expense and other consequence whatsoever that the parties may suffer as a result of the City's acts, omissions and obligations under this Agreement, including but not limited to any temporary or permanent interruptions in operations of the HIFIS system.
- 7.4 The HIFIS database is not guaranteed to perform at 100% availability and each Organization will be required to maintain alternate means of disclosing, retaining and collecting information.
- 7.5 The Parties to this Agreement agree that they will participate in and use the HIFIS database in a manner that is in accordance with all applicable laws and regulations, including those relating to privacy. The collection, use, disclosure, retention and destruction of Personal Information by Parties to this Agreement will be solely managed and governed by each Party in accordance with applicable laws and regulations.
- 7.6 **PERSONAL HEALTH INFORMATION PROTECTION ACT**  
If an Organization is or becomes a "Health Information Custodian" under the *Personal Health Information Protection Act, 2004* (PHIPA), it shall notify the City immediately. Where the City provides goods or services to a Health Information Custodian to use electronic means to use, disclose, retain or dispose of personal health information, the City may be considered a Health Information Network Provider and would have further obligations under PHIPA.

**7.7 MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT**

Each Organization understands that records in the custody and control of the City, including records in the HMIS and HIFIS, are subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act* and may be subject to disclosure in accordance with that Act.

**8.0 LIMITATION OF LIABILITY**

8.1 The Parties acknowledge that the provision of the HMIS and HIFIS to the Organizations is not in the City's ordinary course of business and is being provided as a benefit for the Organizations. No Party will seek recourse against the City for damages arising out of or in connection with this Agreement or the Information Sharing Agreement.

**9.0 INSURANCE AND INDEMNITY**

9.1 Throughout the term of this Agreement, each Organization shall maintain commercial general liability insurance on an occurrence basis for an amount of not less than Five Million Dollars (\$5,000,000) and shall include the City as an additional insured with respect to the Organization's operations and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, personal liability, personal injury, broad form property damage, contractual liability, owners' and contractor's protective products and completed operations, contingent employers liability, cross liability and severability of interest clauses.

9.2 The Organization shall submit a completed standard Insurance Certificate (Form #0788), and shall provide the City with a minimum of thirty days' notice in advance of cancellation of such insurance.

9.3 The City reserves the right to request such higher limits of insurance or other types of policies appropriate to this Agreement as it may reasonably require. Failure to satisfactorily meet these conditions relating to insurance shall be deemed a breach of this Agreement.

9.4 Each Organization undertakes and agrees to defend and indemnify the City and hold the City harmless, at the Organization's sole expense, from and against all claims, demands, suits, losses, costs, damages and expenses that the City may sustain or incur by reason of:

- (a) any breach of this Agreement by any of the Organizations, the Organizations' employees or persons for whom the Organizations are at law responsible;
- (b) any loss or misuse of funds held by the Organization as described in this Agreement;
- (c) the acts or omissions of the Organization, the Organization's employees or any person for whom the Organization is at law responsible in performing Services or otherwise carrying on the Organization's business, including any damage to any and all persons or property, whether deliberate, accidental or through negligence, and all tickets, fines or penalties;
- (d) any claim or finding that any of the Organizations, the Organization's employees or persons for whom the Organization is at law responsible are employees of, or are in any employment relationship with, the City or are entitled to any Employment Benefits of any kind;
- (e) any liability on the part of the City, under the Income Tax Act (Canada) or any other statute (including, without limitation, any Employment Benefits statute), to make contributions, withhold or remit any monies or make any deductions from payments, or to pay any related interest or penalties, by virtue of any of the following being considered to be an employee of the City, from the Organization, the Organization's employees or others for whom the Organization is at law responsible in connection with the performance of Services or otherwise in connection with the Organization's business.

9.5 The Organizations shall defend, indemnify and save harmless the City from any and all damages, claims, losses or actions whatsoever arising from the indemnifying Party's participation in, and use of, the HIFIS system, and the HMIS, and in relation to their acts, omissions and performance or non-performance of their obligations under this Agreement.

9.6 In no event shall the City be liable for any indirect, consequential or punitive damages, even if advised of the possibility.

10.0 **GENERAL**

10.1 **NO ASSIGNMENT**

No Party may assign, transfer or delegate any or all of its rights or obligations under this Agreement, without the prior written consent of the City.

10.2 **CONFLICT – OTHER AGREEMENTS OR DOCUMENTS**

In the event of a conflict between any provision of this Agreement and any other agreement or document between the Parties in connection with this Agreement, the relevant provision of this Agreement shall prevail.

10.3 **GOVERNING LAW**

This Agreement shall be construed and interpreted in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. The Parties will observe the exclusive jurisdiction of the courts of the province of Ontario in respect of any dispute raised under this Agreement.

**IN WITNESS WHEREOF** this Agreement has been executed by the Parties.

**SIGNED, SEALED AND DELIVERED**

**THE CORPORATION OF THE CITY OF LONDON**

\*Per:

Name: \_\_\_\_\_  
Lynne Livingstone  
Title: Managing Director,  
Neighbourhood, Children & Fire  
Services  
Date:

**LONDON CARES HOMELESS RESPONSE SERVICES**

\*Per:

Name: \_\_\_\_\_  
Title:  
Date:

\*Per:

Name: \_\_\_\_\_  
Title:

\*I/We have the authority to bind the Corporation.

**ADDICTION SERVICES OF THAMES VALLEY**

\*Per:

Name: \_\_\_\_\_

Title:

Date:

\*Per:

Name: \_\_\_\_\_

Title:

\*I/We have the authority to bind the Corporation.

**YOUTH OPPORTUNITIES UNLIMITED**

\*Per:

Name: \_\_\_\_\_

Title:

Date:

\*Per:

Name: \_\_\_\_\_

Title:

\*I/We have the authority to bind the Corporation.

**MISSION SERVICES OF LONDON**

\*Per:

Name: \_\_\_\_\_

Title:

Date:

\*Per:

Name: \_\_\_\_\_

Title:

\*I/We have the authority to bind the Corporation.



**CANADIAN MENTAL HEALTH ASSOCIATION,  
MIDDLESEX**

\*Per:

Name: \_\_\_\_\_

Title:

Date:

\*Per:

Name: \_\_\_\_\_

Title:

\*I/We have the authority to bind the Corporation.

**ST. LEONARD'S SOCIETY OF LONDON**

\*Per:

Name: \_\_\_\_\_

Title:

Date:

\*Per:

Name: \_\_\_\_\_

Title:

\*I/We have the authority to bind the Corporation.

**UNITY PROJECT FOR RELIEF OF HOMELESSNESS  
IN LONDON**

\*Per:

Name: \_\_\_\_\_

Title:

Date:

\*Per:

Name: \_\_\_\_\_

Title:

\*I/We have the authority to bind the Corporation.

**THE GOVERNING COUNCIL OF THE SALVATION  
ARMY**

\*Per:

Name: \_\_\_\_\_

Title:

Date:

\*Per:

Name: \_\_\_\_\_

Title:

\*I/We have the authority to bind the Corporation.

**Schedule A**

Form of Adhesion (Agreement for New Parties)

This Additional Party Agreement to the Hosting Agreement made April 1, 2018, is entered into by **[insert legal name of Organization that is a New Party]** (“Organization”), effective [insert date] \_\_\_\_\_, 20\_\_\_\_.

WHEREAS the New Party has been approved by the City to enter into this Agreement;

AND WHEREAS the New Party wishes to participate in the HMIS;

NOW THEREFORE in consideration of being accepted as a Party to the Agreement, the New Party agrees with all present and future Parties to the Agreement as follows:

1. The terms used in this Participation Agreement have the meanings attributed to them in the London Homeless Management Information System Hosting Agreement (the “Hosting Agreement”) dated April 1, 2018.
2. The Hosting Agreement establishes the terms and conditions upon which the City will make the HMIS and the HIFIS available to and provide the Services to the Organizations and the New Party.
3. The New Party agrees to comply with and be bound by all of the terms and conditions of the Hosting Agreement as if the New Party were a signatory to the Agreement. The New Party shall comply with all of the obligations of an Organization under the Agreement.
4. The New Party’s Privacy officer is: <insert Name, address, phone, fax, email>
4. The following is the contact information for the New Party for the purposes of all communications and notice under the Agreement:

Name:  
 Contact Name/Title:  
 Address:  
 Telephone:  
 Fax:  
 Email:

In witness whereof, this Agreement has been executed by the New Party and the City.

**The Corporation of the City of London**

Per: \_\_\_\_\_  
 (Signature)  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

**[Insert Legal Name of New Party Organization]**

Per: \_\_\_\_\_  
 (Signature)  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

I have the authority to bind the corporation.

## **Schedule B**

### Services

The City will provide the following services with respect to the HMIS:

The City will maintain a contract with a cloud provider to host the London Homeless Prevention Network's HIFIS database in a cloud environment;

The City holds the Data Provision Agreement with the Government of Canada for the HIFIS and manages such things as HIFIS upgrades, HIFIS patches and HIFIS testing and will keep participating Organizations informed of such things as upgrades;

The City will designate a Privacy Officer to act as a single point of contact with respect to breaches of Personal Information and to handle requests for Personal Information from external parties; and,

In cooperation with the HIFIS, each Organization and the City, Support Services will be maintained for such things as problem solving issues that arise from time to time. Hours of service will be determined.

The City has the following responsibilities:

- "Incident Management": Facilitation and coordination of response to privacy incidents that involve multiple organizations
- "Client Privacy Rights Support": Facilitating and coordinating responses among Organizations where a complaint involves more than one Organization
- "Audit Log Review": Reviewing audit logs for potential incidents that affect Personal Information or hosted services infrastructure; notifying Organizations of incidents in the hosted services environment that affect the Organizations; and,
- "Data Quality": monitoring data quality issues and errors from Organization upload and informing Organizations.

The City will make reasonable efforts to establish data security requirements to be maintained by both the City and participating Organizations.

#### HIFIS Functionality

The City will review and assess modification requests and execute modifications subject to available resources, need and compatibility with the HIFIS software.

## APPENDIX B

Bill No.  
2018

By-law No.

A By-law to approve London's Homeless Prevention Network Inter-Organization Information Sharing Agreement between participating Homeless Serving Organizations, including the City of London, and to authorize the Managing Director, Neighbourhood, Children and Fire Services 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 9 of the *Municipal Act, 2001* provides that the City has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

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 2010-2024 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. London's Homeless Prevention Network Inter-Organization Information Sharing Agreement (the "Information Sharing Agreement") between the Corporation of the City of London, and
  - London Cares Homeless Response Services
  - Addiction Services of Thames Valley
  - Youth Opportunities Unlimited
  - Mission Services of London
  - Canadian Mental Health Association, Middlesex
  - St. Leonard's Society of London
  - Unity Project for Relief of Homelessness in London
  - The Governing Council of the Salvation Army,attached as Schedule 2, is approved;

2. The Managing Director, Neighbourhood, Children and Fire Services is delegated authority to execute the Information Sharing Agreement; and,
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council

, 2018

Matt Brown  
Mayor

Catharine Saunders  
City Clerk

First Reading -  
Second Reading –  
Third Reading -

Schedule 2

## **The London Homeless Prevention Network**

# **Inter-Organization Information Sharing Agreement**

Approved by the  
London Homeless Prevention Network  
at the meeting of March 6, 2018

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## **1 PURPOSE**

- a) The Inter-Organization Information Sharing Agreement (“Agreement”) is a binding Agreement between participating Organizations (“Organizations”), intended to provide standards to achieve a consistent use of a shared Homeless Management Information System (HMIS) known as the Homeless Individuals and Families Information System (HIFIS). This Agreement includes parameters around the collection, use, disclosure, and protection of personal and health information of Participants.
- b) This Agreement supports a collaboration between Organizations that are working to improve the housing stability of individuals and families experiencing homelessness in the City of London. By working together and sharing information, organizations can better understand homelessness, improve services, and reduce and prevent homelessness in London.

## **2 GUIDING PRINCIPLES**

- a) The Inter-Organization Information Sharing Agreement is built upon the following Guiding Principles as identified in the London Homeless Prevention Implementation Plan:
  - Housing with Support/Housing First
  - Homelessness is a solvable problem
  - Individual and family centred
  - Partnership based
  - London driven
  - Neighbourhood based
  - Harm reduction approach
  - Inclusive
  - Fiscally responsible
  - Outcome focused

## **3 THE AGREEMENT**

- a) By entering into the Agreement each participating Organization agrees to share Participant Personal Information among participating Organizations through HIFIS. This process can benefit Participants by eliminating such things as duplicate intakes and supporting coordinated case management.
- b) Organizations entering into this Agreement will have the ability to share information electronically through the HIFIS based on the terms set out in this Agreement. The Agreement only applies to Personal Information that has been entered into the HIFIS and therefore the agreement to share the Personal Information does not apply to any information that is outside of the HIFIS.
- c) Organizations entering into this Agreement will abide by the Policy, Procedures, and Job Aids that are established by the London Homeless Prevention Network from time to time.

## **4 ABOUT HIFIS**

The HIFIS is a product developed by the Government of Canada. It is a computer software system designed to assist Organizations with daily operations such as, booking in Participants, maintaining bed lists, and producing daily and monitoring reports. In addition, by creating one national data collection and management software system, communities and Organizations across Canada are able to, over time, compare aggregate data on the nature of homelessness in their communities. The HIFIS data can also be analyzed to influence micro and macro level decision-making, and can be made available to researchers and various levels of government for the purpose of policy and planning development, with the goals of alleviating and eliminating homelessness.

## 5 BENEFITS OF A SHARED HOMELESS MANAGEMENT INFORMATION SYSTEM

- Coordinates services for families and individuals experiencing homelessness in London
- Improves access to services
- Reduces inefficiencies and duplication of services
- Prioritizes individuals and families with the greatest need for service
- Assists Participants in receiving the amount and type of services that best fits their needs and circumstances
- Assists with understanding the extent and nature of homelessness in London
- Evaluates performance and progress toward community benchmarks
- Improves programs and services

## 6 DEFINITIONS

a) The following definitions apply:

- (i) "Aggregate Data" refers to information that cannot be used to identify a specific individual. The information compiled from the HIFIS data exports is generally referred to as aggregate data since it brings all export data together in a single database for reporting and analysis.
- (ii) "Client" refers to an individual or a family unit receiving services from an organization or program within the London Homeless Prevention Network. Same as "Participant".
- (iii) "Data Dictionary" refers to the list of fields in the HIFIS. It defines the meaning and interpretation of each field, and provides a list of approved values for all lookup categories.
- (iv) "Data Field" refers to any place in the HIFIS in which information is entered. (eg. the text box for entering a participant's 'Name' is a Data Field).
- (v) "Database Files" means electronic files containing data stored in a computing environment.
- (vi) "Data Point" refers to a singular information entered into a Data Field in HIFIS (eg. 'John Smith' would be a Data Point entered in the 'Name' Data Field).
- (vii) "HIFIS Application Host" refers to the City of London as the provider of hosting services for London's installations of HIFIS 4.0 and accompanying software.
- (viii) "HIFIS Community Entity" – the City of London is the Community Entity and is a party to the Data Provision Agreement with the Government of Canada.
- (ix) "Leadership Group" refers to a governing and decision making body of the London Homeless Prevention Network, which oversees all matters relating to use of the HIFIS. The Terms of Reference will guide the work of the Leadership Group. Core membership consists of the director/senior manager of each Organization, and a senior representative from the City of London.
- (x) "London Homeless Prevention Network" refers to the Organizations that have signed this Agreement, and are using the shared installation of the HIFIS hosted by the City of London.
- (xi) "Look-up Field" refers to data elements containing a list of predefined

values from which to choose.

- (xii) “Mandatory Data Set” refers to the list of all database fields that must be entered, as agreed upon by the Leadership Group.
- (xiii) “Organization” refers to an organization or program providing services to individuals and families experiencing homelessness or at risk of homelessness, and is a signing party to this agreement.
- (xiv) “Participant Record” refers to any information recorded in the HIFIS database that can be directly linked to a particular Participant.
- (xv) “Participant” refers to an individual or a family unit receiving services from an organization or program within the Network. Same as “Client”.
- (xvi) “Personal Information” refers to any information about an identifiable individual, including but not limited to information associated with a name of an individual such as information relating to race, national or ethnic origin, religion, sex, age, medical or health history, education and employment history.
- (xvii) “Private Notes” refers to any information stored that is not available in the shared HIFIS.
- (xviii) “Special Considerations” refers to information that is collected by an Organization which the Organization deems would put the Participant’s safety at risk if shared.
- (xix) “User” refers to the staff of the Organizations that has permission to use the shared HIFIS.

## **7 PARTICIPANT PROTECTION**

- a) Written consent (“Consent”) must be given by Participants in order for their Personal Information to be exchanged on the HIFIS among the Organizations. A form of the approved Consent is attached to this Agreement which all Organizations must use. (Schedule A)
- b) Personal Information will only be collected, used and disclosed by Organizations within the London Homeless Prevention Network for the purposes of providing support and services to the Participants. At the time of informed Consent and at any point after the Participant has the right to see a current list of the participating Organizations.
- c) The Organizations may change from time to time. Participants can get an updated list of members at any time by contacting and asking any one of the Organizations.
- d) Staff who are approved as the HIFIS Users will maintain the HIFIS data in such a way as to protect against revealing the identity of the Participant to unauthorized agencies, individuals or entities.
- e) Staff who are approved as the HIFIS Users will input and access information for work related purposes only and will not use the information for personal interest or gain.
- f) Participants will not be denied services based on their choice to withhold their Consent to share information.
- g) Participants have the right to request information about which Organizations have viewed or updated their information.

## **8 INTENTIONALLY LEFT BLANK**

## **9 PARTIES TO THE AGREEMENT**

a) As of the date above, the Organizations that this Agreement applies to are the following:

- (i) The Corporation of the City of London
- (ii) Mission Services of London
- (iii) The Governing Council of the Salvation Army
- (iv) London Cares Homeless Response Services
- (v) St. Leonard's Society of London – Project Home
- (vi) Addiction Services of Thames Valley - Street Level Women at Risk
- (vii) Unity Project for the Relief of Homelessness
- (viii) Youth Opportunities Unlimited
- (ix) Canadian Mental Health Association, Middlesex

b) Additional organizations may join the Network subject to satisfying the standards required related to the HIFIS and by executing the Agreement for New Parties agreeing to be bound by all relevant agreements including and not limited to the agreement with the City of London regarding hosting and standard security requirements to be maintained by the organization. (Schedule B).

## **10 COVENANTS**

a) Each Organization agrees to:

- (i) comply with all laws applicable to their obligations under this Agreement;
- (ii) implement training and procedures within their Organizations in order to ensure compliance with the Organization's obligations under applicable privacy legislation;
- (iii) share Personal Information of Participants only where the Organization has the appropriate Consent from the applicable Participant;
- (iv) ensure that Organization staff and in particular the HIFIS Users comply with the terms, conditions, and procedures provided in and required under this Agreement;
- (v) ensure the accuracy and the security of the information collected and inputted into the HIFIS system, including making updates to Personal Information of Participants when corrections are requested by the applicable Participant;
- (vi) participate in the Leadership Group;
- (vii) remove the sharing of Personal Information of Participants in HIFIS where a Participant has withdrawn their Consent; and,
- (viii) agree to give one another written notice of any changes in legislation, regulations or policies respecting the Organizations and programs that are likely to affect this Agreement.

## **11 IDENTIFICATION OF DATA ELEMENTS**

a) General

- (i) Data is classified as either Personal Information or Aggregate Data.

b) Data Dictionary

- (i) The Leadership Group will review and maintain the Data Dictionary to provide a consistent definition for all data elements collected in the HIFIS.

## 12 DATA COLLECTION

a) Data Collection Requirements

- (i) Organizations:
  - (1) are responsible for ensuring that it collects all the required data from Participants as defined by the Mandatory Data Set.
  - (2) are responsible for determining all other data that it may collect at its sole discretion.
  - (3) will collect both identifying and non-identifying data for the purposes of supporting funding programs, and reporting to municipal, provincial and federal funding bodies, and further requires the collection of non-identifying data for the purposes of broader community planning and development.
  - (4) are responsible for entering data into the HIFIS using the definitions of data fields and data points outlined in the Data Dictionary.

b) Data Collection Process

- (i) Data collection will be completed in a timely manner. Ideally, data entry will take place at the time data is collected or as soon as possible thereafter.

## 13 DATA SHARING AND OWNERSHIP

a) Organization

- (i) In keeping with the Guiding Principles, each Organization agrees to share Personal Information of Participants, on a need to know basis, through the use of a centrally hosted HIFIS application.

Organizations may choose to limit or restrict access in the HIFIS to Private Notes and Special Considerations as outlined in the data sharing practices confirmed by the Leadership Group.

- (ii) Organizations understand that some data which it has inputted into the HIFIS may be modified by other Organizations as necessary to correct or add information to the database. Likewise, some data will be shared that can only be viewed and modified by specific Organizations. Notwithstanding any modifications by other Organizations, the data shall continue to be owned by the Organization that originally inputted the data into the HIFIS.
- (iii) The Organizations acknowledge that the sharing of Aggregate Data does not require the permission of Participants.

## 14 DATA CONFIDENTIALITY

a) Organization

- (i) Each Organization will keep in confidence all data which it has inputted into the HIFIS or to which it has access as a result of this Agreement (including but not limited to the Personal Information of Participants) and shall only use such information as permitted by this Agreement.
- (ii) All Organizations must take all reasonable precautions to protect all data from any unauthorized use, disclosure, copying, modification, or destruction.
- (iii) In the event that an Organization is required by law to disclose Personal Information, the Organization, where appropriate, shall notify the impacted Participant of such requirement.
- (iv) Each Organization understands that records in the custody and control of the City, including records in the HMIS and HIFIS, are subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act* and may be subject to disclosure in accordance with that Act. Formal requests for information under the *Municipal Freedom of Information and Protection of Privacy Act* shall be executed by the Head designated under the Act.

## **15 DATA SUBMISSION, AGGREGATION & REPORTING**

### a) Organizations

- (i) Each Organization will be responsible for ensuring that data input into the HIFIS occurs in a timely manner and that all export and transmission of data occurs in a timely and secure manner.
- (ii) At any given time, Organizations may access the Aggregate Data in the HIFIS database for the purposes of monitoring, analyzing, and reporting on the homeless services system.
- (iii) The Organizations will ensure that only non-identifying HIFIS data is aggregated and sent to other organizations and funding bodies, for the purposes of reporting.
- (iv) Each Organization acknowledges that the City of London has entered into a Data Provision Agreement with the Government of Canada, and will provide quarterly reports of Aggregate Data to HIFIS. The data will be used to enhance the Government of Canada's ability to respond to homelessness in Canada. It may also be used for policy analysis, research or evaluation purposes of policies and programs respecting homelessness in Canada.

## **16 HIFIS APPLICATION HOSTING**

### a) Organizations

- (i) Each Organization acknowledges that the City of London, as the HIFIS Application Host, will authorize designated personnel to access the HIFIS application and database files for the purposes of maintenance, upgrades, security, and backup of the system.
- (ii) Authorized HIFIS Users in each Organization will be required to login to the HIFIS with a specific username, and password assigned to each staff member. Each Organization is responsible for ensuring that only Authorized Users access the HIFIS system.
- (iii) Required Infrastructure for Organizations
  - (1) All hardware, software, and other infrastructure necessary to access

the HIFIS system are to be acquired by the Organizations at their own cost.

## **17 REQUESTS FOR ACCESS TO DATA**

- a) Release of Data to External Parties
  - (i) Requests for access to Aggregate Data made by a third party (other than access by the Government of Canada as described above) for research or media purposes will be considered, approved or denied following the criteria and processes outlined in the Data Access Policy for External Requests of the HIFIS Aggregate Data.
  - (ii) The Leadership Group will monitor the Data Access Policy for External Requests of the HIFIS Aggregate Data.
  - (iii) Should data be requested by a subpoena or other legal requirement, the request will be processed as is outlined in the Data Access Policy for External Requests of the HIFIS Aggregate Data.

## **18 REVIEW PROCESS**

- a) The Leadership Group will monitor the Inter-Organization Information Sharing Agreement.
- b) All revisions and/or amendments will be noted, dated and signed by the Parties to this Agreement.

## **19 TERMINATION**

- a) This Agreement shall terminate upon each of the Organizations agreeing to terminate it.
- b) An Organization may terminate its participation in the HIFIS and this Agreement by providing 60 days prior notice to each of the other Organizations.
- c) The Parties agree that information will continue to be shared in accordance with the terms and conditions of this Agreement.
- d) The Network may terminate one of the Organizations participation in this Agreement if that Organization has breached the terms of this Agreement and such breach is not cured within 30 days of written notice of the breach.
- e) An Organization's participation in this Agreement shall immediately terminate if the Organization ceases operation.
- f) Upon the termination of an Organization's participation in this Agreement, this Agreement shall be terminated as it relates to the terminating Organization but shall continue in full effect as it relates to all non-terminating Organizations. The terminated Organization shall no longer have access to the HIFIS and any data in the HIFIS after the termination date.
- g) An Organization that has terminated its participation in this Agreement, may, if it so chooses to use the HIFIS as a standalone database, subject to entering into a separate agreement with the HIFIS but for greater certainty, it shall no longer have access to the data shared by other Organizations pursuant to this Agreement.
- h) The obligations of Sections 6, 13(a)(ii), 14, 19, 21 and 22 shall survive the termination of this Agreement.

## **20 INQUIRIES AND COMPLAINTS**

- a) Each Organization will address any complaint made by observing the Policy for Review of Complaints.

## **21 DISCLAIMER, INDEMNIFICATION AND APPLICATION OF LAWS**

- a) The Parties to this Agreement agree that they will participate in and use the HIFIS database in a manner that is consistent with all applicable laws and regulations, including those relating to privacy. The collection, use, disclosure, retention and destruction of Personal Information by Parties to this Agreement will be solely managed and governed by each Party in accordance with applicable laws and regulations.
- b) The Parties to this Agreement will defend, indemnify and save harmless the other Parties to the Agreement from any and all damages, claims, losses or actions whatsoever arising from the indemnifying Party's participation in, and use of, the HIFIS system, and in relation to their acts, omissions and performance or non-performance of their obligations under this Agreement.
- c) In no event shall any Party be liable for any indirect, consequential or punitive damages, even if advised of the possibility.
- d) This Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. The parties agree to the non-exclusive jurisdiction of the courts of the Province of Ontario in respect of any dispute raised under this Agreement.

## **22 GENERAL**

- a) No Party may assign, transfer or delegate any or all of its rights or obligations under this Agreement, without the prior written consent of the other Parties, *provided that*, upon prior written notice to the other Parties, a Party may assign the Agreement to a successor of operations of the Party through merger, reorganization, consolidation or acquisition.
- b) This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

The Parties below have signed this Agreement with an effective date of April 1, 2018.



**LONDON CARES HOMELESS  
RESPONSE SERVICES**

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ST. LEONARDS SOCIETY OF LONDON**

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ADDICTION SERVICES OF THAMES  
VALLEY - STREET LEVEL WOMEN AT  
RISK**

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**UNITY PROJECT FOR RELIEF OF HOMELESSNESS  
IN LONDON**

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**YOUTH OPPORTUNITIES UNLIMITED**

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**THE GOVERNING COUNCIL OF THE SALVATION  
ARMY**

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**MISSION SERVICES OF LONDON**

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**THE CORPORATION OF THE CITY OF LONDON**

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CANADIAN MENTAL HEALTH  
ASSOCIATION, MIDDLESEX**

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Schedule A**  
**London Homeless Prevention Network**

**Consent to Share Personal & Health Information and Give Permission to Allow the  
London Homeless Prevention Network to Work Together to Solve Your  
Homelessness**

**Who we are**

The London Homeless Prevention Network is a group of organizations/programs working together to help individuals and families end their experience of homelessness. The Network at the moment includes:

- Mission Services of London
- London Cares Homeless Response Services
- The City of London
- Youth Opportunities Unlimited
- The Salvation Army Centre of Hope
- St. Leonard's Community Services
- Street Level Women at Risk
- Unity Project for the Relief of Homelessness
- CMHA Middlesex

The organizations of the London Homeless Prevention Network may change from time to time. You can get an updated list of members at any time by contacting and asking any one of the organizations.

The organizations of the London Homeless Prevention Network are using a shared computer system called HIFIS. HIFIS allows each organization of the Network to access and share your personal and health information, with your permission, with each other. The computer system in which your personal and health information is stored is secure.

By sharing information in this way, the Network can provide better services and supports to you. The information also helps to better understand homelessness in the City of London, so that policies and programs can be improved.

**What we collect**

Organizations of the Network may collect personal and health information including your name, age, gender identification, income, health status and housing history.

**What we do with your information**

- Your personal and health information will be shared on the computer system with other organizations of the Network.
- Your personal and health information will be used by the organizations of the Network to provide you with services and supports.
- The Network will also use your personal and health information for statistical and research purposes, but that information will be provided only on a collective and anonymous basis so that it will not indicate that it is about you personally. Your name will not be shared. This collective and anonymous information might also be provided to the City of London, the Government of Canada, and the Province of Ontario to support policy analysis, research, and evaluation of existing policies and programs respecting homelessness.

**What we won't do with your information**

- Your personal and health information will not be used for any purpose other than for providing services to you and to support research and policy work regarding homelessness.
- The organizations in the Network will not release your information without your consent to anyone else except for the purpose set out above and unless there is a legal requirement to do so, or a serious concern about your safety or the safety of others.

The organizations in the Network will try to contact you to renew this consent one year from when you provide it.

You can change your mind and withdraw your consent to share your information to organizations in the Network at any time by contacting any organization of the Network. If you do withdraw your consent, you understand that information already in the system will remain in the system, but no future information will be collected for the shared computer system. You can, at any time sign a new consent agreement with any one of the organizations of the Network.

If you have a complaint or question, you understand that you may contact the Manager, Homeless Prevention, Citi Plaza, 355 Wellington Street, Suite 248, P.O. Box 5045, London ON N6A 4L6 - Email: [homelessprevention@london.ca](mailto:homelessprevention@london.ca).

**Date:** \_\_\_\_\_ **Place of signing:** \_\_\_\_\_  
*Agency/Institution/Organization*

**Regarding the personal and health information of:** \_\_\_\_\_ **Date of birth:** \_\_\_\_\_  
*Participant*

I \_\_\_\_\_ allow my personal and health information  
*(Name of participant or substitute decision maker)*

(or in the case of a substitute decision maker, the name of the individual named above) to be exchanged among organizations in the London HMIS Network for the reasons stated above.

Signed: \_\_\_\_\_ Staff Name /Witnessed by: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_

\_\_\_\_\_  
Date

**Schedule B**  
**Agreement for New Parties**

This Additional Party Agreement to the Sharing Agreement made March 6, 2018, is entered into by **[insert legal name of Organization that is a New Party]** (“Organization”), effective [insert date] \_\_\_\_\_, 20\_\_\_\_.

WHEREAS the New Party has been approved by the London Homeless Prevention Network to enter into this Agreement;

AND WHEREAS the New Party wishes to participate in the HMIS;

NOW THEREFORE in consideration of being accepted as a Party to the Agreement, the New Party agrees with all present and future parties to the Agreement as follows:

1. The terms used in this Participation Agreement have the meanings attributed to them in the London Homeless Prevention Network Inter-Organization Sharing Agreement (the “Sharing Agreement”) dated March 6, 2018.
2. The Sharing Agreement establishes the terms and conditions upon which the London Homeless Prevention Network will make the HMIS and HIFIS available to and provide the Services to the Organizations and the New Party.
3. The New Party agrees to comply with and be bound by all of the terms and conditions of the Sharing Agreement as if the New Party were a signatory to the Agreement. The New Party shall comply with all of the obligations of an Organization under the Agreement.
4. The New Party’s Privacy officer is: <insert Name, address, phone, fax, email>
5. The following is the contact information for the New Party for the purposes of all communications and notice under the Agreement:

Name:  
Contact Name/Title:  
Address:  
Telephone:  
Fax:  
Email:

In witness whereof, this Agreement has been executed by the New Party and the London Homeless Prevention Network.

At its meeting on \_\_\_\_\_, the London Homeless Prevention Network voted in favor of the motion: To accept **Insert Organization Name** as a party to the London Homeless Prevention Network Inter-Organization Information Sharing Agreement.

**[Insert Legal Name of New Party Organization]**

Per: \_\_\_\_\_

(Signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

I have the authority to bind the corporation.