Bill No. 138 2018

By-law No. A.-____

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 on March 27, 2018

Matt Brown Mayor

Catharine Saunders City Clerk

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
 - o Homelessness is a solvable problem
 - o Individual and family centred
 - o Partnership based
 - London driven
 - Neighbourhood based
 - Harm reduction approach
 - o Inclusive
 - o 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;
 - 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 nonidentifying 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	ST. LEONARDS SOCIETY OF LONDON	
	Per:	
Per:	Name: _	
Name: _	Title: _	
Title: _		
ADDICTION SERVICES OF THAMES VALLEY - STREET LEVEL WOMEN AT RISK	UNITY PROJECT FOR RELIEF OF HOMELESSNESS IN LONDON	
	Per:	
Per:	Name: _	
	Title: _	
Name: _		
Title: _	THE GOVERNING COUNCIL OF THE SALVATION ARMY	
YOUTH OPPORTUNITIES	Per:	
UNLIMITED	Name: _	
Per:	Title: _	
Name: _		
Title:	THE CORPORATION OF THE CITY OF LONDON	
_	Per:	
	Name: _	
MISSION SERVICES OF LONDON	Title:	
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.

Date:	Place of signing:	
		Agency/Institution/Organization
Regarding the personal and health information of:		Date of birth:
_	Participant	
	allow my person	al and health information
Name of participant or substitute o	decision maker)	
		he individual named above) to be ork for the reasons stated above.
Signed:	Staff Name /Witnessed by:	
Deint		
Name:	Print Name:	
Print Name:	Print Name:	

Schedule B

Agreement for New Parties

by [insert le	pal Party Agreement to the Sharing Agreement made March 6, 2018, is entered into gal name of Organization that is a New Party] ("Organization"), effective [insert, 20
	he New Party has been approved by the London Homeless Prevention Network to s Agreement;
AND WHER	EAS the New Party wishes to participate in the HMIS;
	EFORE in consideration of being accepted as a Party to the Agreement, the New with all present and future parties to the Agreement as follows:
London H	s used in this Participation Agreement have the meanings attributed to them in the Homeless Prevention Network Inter-Organization Sharing Agreement (the "Sharing nt") dated March 6, 2018.
Homeles	aring Agreement establishes the terms and conditions upon which the London s Prevention Network will make the HMIS and HIFIS available to and provide the to the Organizations and the New Party.
Sharing A	Party agrees to comply with and be bound by all of the terms and conditions of the Agreement as if the New Party were a signatory to the Agreement. The New Party uply with all of the obligations of an Organization under the Agreement.
4. The New	Party's Privacy officer is: <insert address,="" email="" fax,="" name,="" phone,=""></insert>
	lowing is the contact information for the New Party for the purposes of all cations 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.

favor of the motion: To accept <u>Insert Organization Name</u> as a party to the London Homeles 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.

At its meeting on _____, the London Homeless Prevention Network voted in