DATA PROVISION AGREEMENT

BETWEEN

**Her Majesty the Queen in Right of Canada as Represented by
the Minister of Employment and Social Development**

AND

_____

Hereinafter referred to as the "HIFIS Lead Organization"

BACKGROUND

Developed by Employment Social Development Canada ("**ESDC**"), and in collaboration with communities, the Homeless Individuals and Families Information System ("**HIFIS**") is a comprehensive data collection and case management system that supports the day-to-day operations of Canadian homeless service providers ("**Service Providers**").

HIFIS is an important component of Reaching Home: Canada's Homelessness Strategy ("**Reaching Home**"), and is designed to support the implementation of Coordinated Access within communities by allowing participating **Service Providers** from the same community to access real-time homelessness data, while referring individuals and families using homeless services ("**Clients**") to appropriate services at the correct time.

Organizations responsible for the installation, configuration, and maintenance of **HIFIS** ("**HIFIS Lead Organizations**") will be granted a license upon signing the Data Provision Agreement ("**Agreement**"), and this license will be made available to participating **Service Providers** in return for the quarterly export of the non-directly identifiable personal information (Annex A) collected from **Clients,** and if applicable, the anonymized fields from the Point-in-Time Counts (Annex B).

Service Providers may delegate the delivery of services of **Clients** to contractors ("**Third-Party Organizations**") to use **HIFIS**.

HIFIS Lead Organizations, **Service Providers**, and **Third-Party Organizations** ("**Parties**") will be required to ensure they have the authority to collect, use, and disclose information from **Clients** in accordance to municipal, provincial, and territorial legislation.

AUTHORITIES

ESDC is governed under the *Department of Employment and Social Development Act* ("**DESDA**") and the *Privacy Act*.

DESDA governs how **ESDC** administers acts and regulations when implementing government-wide regulatory initiatives. Pursuant to **DESDA**, **ESDC** has the authority to collect personal information when administrating programs or services. The information exported from **HIFIS** can be used for policy, analysis, research, and evaluation purposes, and such information can be disclosed to other federal departments in accordance to the **DESDA** and the *Privacy Act.*

The *Privacy Act* applies to the federal government's collection, use, disclosure, retention, and disposal of personal information, and defines personal information as information about an identifiable individual that is recorded in any form. Pursuant to the *Privacy Act,* federal government institutions can only collect an individual's personal information if it relates directly to the operation of one of its programs or activities.

The **Parties** therefore agree as follows:

1. ENTIRE AGREEMENT

This **Agreement**, its annexes, and the End-User Licence Agreement that the **Parties** enter into when using **HIFIS**, is the entire agreement concerning the use of **HIFIS** and supersedes any prior communication or representation concerning **HIFIS**.

The **Parties** agree that should there be ambiguity or inconsistencies between the terms and conditions of this **Agreement** and those in any subsequent agreements, the provisions of this **Agreement** prevail.
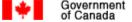
2. PURPOSE OF THIS AGREEMENT

The purpose of this **Agreement** is to outline the terms and conditions related to:

a) The licence that **ESDC** will grant to the **HIFIS Lead Organization**, which will extend to **Service Providers** and their **Third-Party Organizations**, in return for the **HIFIS** export fields (Annex A), and if applicable, the anonymized fields from the Point-in-Time Counts (Annex B);
b) The collection and disclosure of information by the **HIFIS Lead Organization** in a manner that protects the privacy and dignity of the **Client**; and
c) The collection, use, and disclosure of information by **ESDC**.

3. LICENCE

The **Parties'** employees, their representatives, consultants, and any individual authorized by the **HIFIS Lead Organization** to use **HIFIS** shall be "**Authorized Users**".

ESDC grants the **Parties** a non-exclusive, non-transferable, and non-assignable right to use a registered copy of **HIFIS** in return for the **HIFIS** export fields (Annex A), and if applicable, the anonymized fields from the Point-in-Time Counts (Annex B). To obtain access to **HIFIS,** the **HIFIS Lead Organization** must register the licence with **ESDC**.

HIFIS is protected by intellectual property laws and treaties. No right, title, or interest in or to any intellectual property rights in relation to the **HIFIS** is granted under this **Agreement**.

ESDC maintains ownership rights, title, and interest in **HIFIS**, including related documentation, intellectual property associated with the system, trade secrets, and copyright.

4. WHAT THE HIFIS LEAD ORGANIZATION <u>MAY DO</u>

The **HIFIS Lead Organization,** <u>excluding</u> **Service Providers** and their **Third-Party Organizations** <u>may</u>:

a) Create a copy of **HIFIS** data for back-up, archival, or business continuity purposes, provided that the original **HIFIS** data is kept in the **HIFIS Lead Organization's** possession, and that the installation, and use of **HIFIS** does not exceed the scope of the licence and this **Agreement**; and

b) Install third-party components and plug-ins within **HIFIS** that may be used at the **HIFIS Lead Organization's** discretion. If the **HIFIS Lead Organization** decides to use such third-party software, then such use shall be governed by the third-party licence agreement. **ESDC** is not responsible for any third-party software, and will not be liable for the **HIFIS Lead Organization's** use of third-party software.

5. WHAT THE HIFIS LEAD ORGANIZATION <u>MAY NOT DO</u>

The **HIFIS Lead Organization,** <u>including</u> the **Service Providers** and their **Third-Party Organizations** <u>may not</u>:

a) Copy **HIFIS** data**,** except for backup, archival purposes and business continuity;
b) Modify or adapt **HIFIS**, except where system design allows for customization;
c) Reverse engineer, disassemble, or make any attempt to discover the source code of **HIFIS**; and
d) Sub-licence, rent, lease, or lend any portion of **HIFIS** or **HIFIS**-related documentation.

6. ROLES AND RESPONSIBILITIES

The **HIFIS Lead Organization,** either directly or through **Service Providers** and/or their **Third-Party Organizations** <u>shall</u>:

a) Collect **Client** information using **HIFIS** in accordance with municipal, provincial, and territorial legislation;
b) Ensure **Clients** are notified and properly informed that the collected **HIFIS** export fields (Annex A), including Point-in-Time Count fields (Annex B), will be provided to **ESDC** and may be shared with other federal departments for policy, analysis, research, and evaluation purposes;
c) Develop and enter into a <u>Community Data Sharing Agreement</u>, an agreement between the **HIFIS Lead Organization** and their respective **Service Providers** that outlines the partnership and expectations of both organizations in accordance with municipal, provincial, and territorial legislation;
d) Provide to **ESDC** a list of **Service Providers** or **Third-Party Organizations**' agreements, and a list of **Authorized Users** upon request;
e) Export the **HIFIS** export fields (Annex A) to **ESDC** on a quarterly-basis, and if applicable, the Point-in-Time Count fields (Annex B);
f) Ensure adequate custodianship of the data and database by designating a representative to review, verify, and clean the collected data (e.g., proper field entries, naming consistencies, data accuracy); and
g) Develop and maintain policy and procedures in respect to privacy and data security (i.e., guidance related to the collection, use, disclosure, and/or disposal of personal information).

ESDC shall:

h) Share <u>aggregated</u> **HIFIS** export fields (Annex A), including the Point-in-Time Count fields (Annex B), from the **HIFIS Lead Organization** with other federal departments for policy, analysis, research, and evaluation purposes;

i) Share **HIFIS** export fields (Annex A), including Point-in-Time Count fields (Annex B), exported from the **HIFIS Lead Organization** with Statistics Canada for policy, analysis, research, and evaluation purposes. Section 3 of the *Statistics Act* grants Statistics Canada the authority to collect, compile, analyze, abstract, and publish information on the economic, social, and overall conditions of Canada and its citizens;

j) Inform the **HIFIS Lead Organization** of data quality issues (e.g., improper field entries, naming inconsistencies) with respect to the **HIFIS** export fields (Annex A), including the Point-in-Time Count fields (Annex B);

k) Implement and maintain a secure storage system for the information exported to **ESDC**;

l) Facilitate the sharing of technical information regarding the system, functionality, and security requirements;

m) Inform the **HIFIS Lead Organization** of any changes related to the collection, use, disclosure, and/or retention of the **HIFIS** export fields (Annex A), including the Point-in-Time Count fields (Annex B);

n) Consult with the **HIFIS Lead Organization** prior to any amendments to the **HIFIS** export fields (Annex A), including Point-in-Time Count fields (Annex B). Consultations will occur within a stipulated time period and shall not be interpreted as an approval process. **ESDC** reserves the right to exercise the final decision; and

o) Exercise due diligence when considering amending the **HIFIS** export fields (Annex A), including Point-in-Time Count fields (Annex B), ensuring amendments retain the scope of the program, and are in accordance to the **DESDA** and the *Privacy Act*.

The Parties agree that the **HIFIS Lead Organization** that uses **HIFIS** to collect, use, and store personal information on their servers has custody and control over the records.

7. ESDC OBLIGATIONS RELATING TO THE USE AND DISCLOSURE OF THE HIFIS EXPORT FIELDS

a) **ESDC** will maintain and protect the information exported from the **HIFIS Lead Organization**, pursuant to **DESDA** and the *Privacy Act*.

b) **ESDC** will not use or disclose the information exported from the **HIFIS Lead Organization** for a purpose other than that for which it was provided as outlined in s.6 of this **Agreement** unless required by law.

c) **ESDC** will make no attempt to re-identify **Clients** with data from the **HIFIS** export fields (Annex A), including Point-in-Time Count fields (Annex B).

d) In the event of a request under Canada's *Access to Information Act*, **ESDC** may consult with the **HIFIS Lead Organization.**

8. INFORMATION MANAGEMENT AND SECURITY

a) **ESDC** will make reasonable arrangements to maintain the security of the **HIFIS** export fields (Annex A), including Point-in-Time Count fields (Annex B), by protecting data against risks such as unauthorized access, collection, use, disclosure, and disposal.

b) **ESDC** will ensure that only those persons it deems necessary will have access to and use of the **HIFIS** export fields (Annex A), including Point-in-Time Count fields (Annex B), as required for the performance of their duties.

c) **ESDC** will advise the **HIFIS Lead Organization** of any circumstances or incidents which to its knowledge have jeopardized or may in the future jeopardize the privacy of any individual or the security of the system in its custody that is used to access the **HIFIS** export fields (Annex A), including Point-in-Time Count fields (Annex B). **ESDC** will investigate these circumstances, incidents, or events.

d) **ESDC** will report the results of any such investigation, along with the measures taken to address the issues and/or concerns regarding the security of the **HIFIS** export fields (Annex A), including Point-in-Time Count fields (Annex B), computer systems, and the privacy of individuals to whom the information pertains to.

9. WARRANTY AND DISCLAIMER

The **Parties** accept **HIFIS** "AS IS". By using **HIFIS,** the **Parties** agree to accept all potential risks.

ESDC 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 **ESDC** knows or had reason to know of particular needs.

10. LIABILITY AND INDEMNIFICATION

ESDC, its employees, and agents, shall not be liable for any claims, damages, injuries, and loss of any kind, whether direct or indirect, consequential or incidental, arising from the use or the inability to use **HIFIS**, or the failure to safeguard the data contained in **HIFIS**. This includes, without limitation, loss of revenue, profit or savings, lost, damaged or stolen data, or other commercial or economic loss.

The **Parties** agree to indemnify and hold **ESDC**, its employees, and agents, harmless from and against any claims, damages, complaints, costs, or expenses, loss, actions or causes of action the **Parties** incurred or suffered, as a result of the use or inability to use **HIFIS** or the failure to safeguard the data contained in **HIFIS**.

11. CONFIDENTIALITY

HIFIS contains trade secrets and proprietary know-hows that belong to **ESDC** that are being made available to the **HIFIS Lead Organization**, and their **Third-Party Organizations** in strict confidence. Any use or disclosure of **HIFIS**, or of its algorithms, protocols, or interfaces, other than in strict accordance with this **Agreement**, may be actionable as a violation of trade secret rights.

12. TERMINATION

Either **Parties** may terminate this **Agreement** for any reason, including failure to comply with any term or conditions of this **Agreement** upon 60-days of written notice.

In the event this **Agreement** is terminated:

a) **ESDC** shall retain the data collected from the **HIFIS** export fields (Annex A), including Point-in-Time Count fields (Annex B), in accordance with **DESDA** and the *Privacy Act*;
b) The **Parties** shall be provided with an opportunity to create a copy of existing **HIFIS** data before destroying all copies of **HIFIS** and related documentation in their possession; and
c) All data collected and stored upon termination must be securely stored and protected indefinitely.

13. DESIGNATED OFFICIALS

ESDC and the **HIFIS Lead Organization** agree to designate an official to act as their contact person for any issues related to the installation, implementation, and administration of this **Agreement**.

For **ESDC**:

For the **HIFIS Lead Organization:**

Ian Cooper, Director
Data Collection, Analysis, and Reporting
Division (DCAR)
Homelessness Policy Directorate
Employment and Social Development Canada
140 Promenade du Portage, Place du
Portage, Phase IV Gatineau, Québec K1A 0J9
ian.i.cooper@hrsdc-rhdcc.gc.ca

NAME

TITLE

ORGANIZATION

ADDRESS

EMAIL

14. GENERAL PROVISIONS

a) This **Agreement** becomes effective when signed by both parties. It will remain in effect until terminated.

b) **ESDC** may amend the terms of this **Agreement** at any time. Amendments to this **Agreement,** excluding amendments to **HIFIS** export fields (Annex A) and Point-in-Time Count fields (Annex B), will only be valid if agreed upon and signed by both parties.

c) **ESDC** reserves the right to exercise the final decision regarding any amendments that occur to the **HIFIS** export fields (Annex A), including the Point-in-Time Count fields (Annex B). Pursuant to s.6(m)(n)(o) of this **Agreement**, **ESDC** will exercise due diligence, consult, and inform the **HIFIS Lead Organization** prior to making any amendments.

d) This **Agreement** is a licence agreement only, not a contract for services, or a contract of service or employment. Nothing in this **Agreement** shall be construed as creating a partnership, employment, and/or agency relationship between **ESDC** and yourself.

e) This **Agreement** is governed by the laws of Canada.

f) The signatory to this **Agreement** represent and warrant that the individual has the capacity and the authority to sign this **Agreement** on behalf of the **HIFIS Lead Organization**.

IN WITNESS WHEREOF this **Agreement** has been signed on behalf of the **Parties** by their authorized representatives.

HOMELESSNESS POLICY DIRECTORATE

Signed this ____ day of _____, 20

_____
Name: Ian Cooper
Title: Director

HIFIS LEAD ORGANIZATION

Signed this ____ day of _____, 20

_____
Name:
Title:

ANNEX A – HIFIS EXPORT FIELDS

The following is a list of the information exported through HIFIS by the HIFIS Lead Organization to ESDC on a quarterly basis. The export fields provide the Government of Canada with the data to inform policy, analysis, research, and evaluation purposes.

Pursuant to s.6(m)(n)(o) and s.14(c) of this Agreement, ESDC will exercise due diligence, consult, and inform the HIFIS Lead Organization prior to making any amendments.

* export fields that require a mandatory data entry

<u>**Service Provider Information**</u>
Service Provider ID*
Service Provider Name*
Service Provider type*
Bed Counts*
Bed Types*
Community*

<u>**Client Information**</u>
Unique Client Identifier*
Gender*
Year and Month of Birth*
Family Role*
Family Head ID*
Citizenship/Immigration Status*
Indigenous Indicator*
Veteran Status*
Life Events
Contributing Factors
Contributing Factor Start Date
Contributing Factor End Date
Employment Status
Country of Origin Education
Sources of Income
Income Start Date
Income End Date
Health Conditions
Housing Types
Housing Start Date
Housing End Date
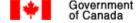
<u>**Shelter Stay Information**</u>
Reason for Service*
Reason for Discharge*
Book-in Date*
Book-out Date*

<u>**Turnaway Information**</u>
Reason for Turnaway*
Date of Turnaway*
Anonymous Gender*
Anonymous Age Category*
Anonymous Indigenous indicator (assumed)
Anonymous Disability indicator (observed)

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ANNEX B – POINT-IN-TIME COUNT EXPORT FIELDS

The following is a list of the information included in the Point-in-Time Count exported through HIFIS to ESDC. Fields where information is not supplied will remain blank.

Service Provider Information

Service Provider ID
Service Provider Name
Service provider type
Bed counts
Bed Types
Look-up values
Community

Client Information

Site ID
Survey Number
Survey Location
Survey Date and Time
Survey screening
Family status and role
Age
Age of first homelessness experience
Homelessness duration over the past year
Shelter use in the past year
Newcomer status on arrival to Canada and time since arrival
Duration in community
Indigenous identity
Racial Identity
Veteran status
Experience in child welfare
Identified health challenges
Gender identity
Sexual identity
Reasons for recent housing loss and time since housing loss
Housing loss related to COVID-19
Sources of income

Optional

Times experienced homelessness over the past year
Reasons for not accessing shelter
Citizenship status
Reasons for migration
Indigenous community of origin
Duration between child welfare exit and homelessness.
Child protection service support
History of brain injury
Level of education
Systems interactions
Desire for permanent housing
Housing challenges
Preferred language
Service needs

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