

Interagency Data Sharing Agreement

The Homeless Individuals and Families Information System (HIFIS) is a web-based, electronic client management information system. HIFIS is designed to facilitate timely, efficient and effective information about services and supports for individuals and families who are homeless in a region, and helps community partners organize and store client records and service plans.

HIFIS allows agencies in a region to share information electronically with other HIFIS User Agencies about clients who have been entered into the system. Client level information can only be shared between HIFIS User Agencies that have established an **Interagency Data Sharing Agreement** and have received written consent from clients agreeing to share their personal information. The HIFIS User Agency receiving the written consent has the ability to “share” that client’s demographic and programmatic information electronically through the HIFIS system with a collaborating HIFIS User Agency program. Data may be shared for the purposes outlined below. Each participating agency must sign and comply with the Interagency Data Sharing Agreement, and each individual HIFIS User within an organization must also complete a HIFIS Confidentiality and User Agreement. At this time, the County of Dufferin’s Partner Agencies have been identified as Family Transition Place (FTP), CHOICES Youth Shelter, The Salvation Army, and Services and Housing in the Province (SHIP). It is anticipated that other Partner Agencies may be added in the future.

Uses of HIFIS data:

- Coordinate housing services for families and individuals experiencing homelessness or facing a housing crisis in Dufferin County
- Better understand the extent and nature of homelessness in Dufferin County
- Evaluate performance and progress toward community benchmarks
- Improve the programs and services available to Dufferin County residents experiencing homelessness or a housing crisis
- Improve access to services for all Dufferin County homeless and at risk populations
- Reduce inefficiencies and duplication of services within our community
- Ensure that services are targeted to those most in need, including “hard to service” populations
- Ensure that clients receive the amount and type of services that best fits their needs and preferences
- Pursue additional resources for ending homelessness
- Advocate for policies and legislation that will support efforts to end homelessness in Dufferin County

This agreement will set out each Agency’s obligations concerning the collection, storage and use of personal information which will be used by each Partner Agency in order to deliver the service. By establishing this agreement, the signing agencies agree as follows;

(1.0) Overview of the Agreement

- In order to efficiently and effectively provide homelessness prevention and re-housing supports and services, the Parties hereto have agreed to create a centralized data base where relevant personal information, provided by the Partner Agency and Dufferin County will be stored.

- From time to time, Dufferin County, may enter into additional Data Sharing Agreements with additional Partner Agencies. If an additional Partner Agency enters into a Data Sharing Agreement with the County in relation to homelessness services, then the new Partner Agency acknowledges that all personal information entering into the HIFIS server under this agreement will be shared with all current Partner Agencies.
- In the event a partner Agency ceases to be a Partner Agency, then all personal information entered into the Dufferin County's HIFIS server will remain and the former Partner Agency will have no access to the County's data.

(2.0) The County of Dufferin's Obligations:

- The County of Dufferin is the designated Service Manager for housing and homelessness investments by the Government of Ontario and the Government of Canada
- Provincial funding for local homelessness prevention and re-housing supports is provided to the Service Manager under the Community Homelessness Prevention Initiative (CHPI)
- The County of Dufferin is therefore empowered to support local programming efforts and to carry out audit, evaluation, and/or compliance activities related to provincially supported housing and homelessness programs dedicated to meeting the following two objectives:
 - People experiencing homelessness obtain and retain housing
 - People at risk of homelessness remain housed
- Dufferin County is identified as the Homeless Individuals and Families Information System ("HIFIS") Community Host and has the primary responsibility for HIFIS operations within the County including implementation, data management, ongoing operations, training and support for HIFIS.
- The County of Dufferin will conduct itself in accordance with applicable law, including but not limited to the Municipal Freedom of Information and Protection of Privacy Act ("MFIPPA") and the Personal Health Information Protection Act ("PHIPA")

(3.0) The Partner Agency's Obligations, Responsibilities and Acknowledgements

- The Partner Agency shall ensure that it only collects the personal information it needs to collect in order to deliver the Service to each person or family. To that end, the Partner Agency is responsible for ensuring that each person:
 - Providing information understands why they are providing that information; and
 - Understands that their personal information will be shared with current and future Partner Agencies.
- The Partner Agencies involved with this Agreement are governed by housing and homelessness service agreements administered locally by the County of Dufferin and therefore collect personal, housing, and support provision information to service participants in their approved programs.
- The identified representative of the agency has the authority to enter into a Data Sharing Agreement on behalf of the Partner Agency and these Agencies have the legal authority to enter such binding agreements.
- The Partner Agencies acknowledge that, since the records being created will be hosted on the County's servers, that all records are, under MFIPPA, municipal records, and subject to that Act and that all records, once created, are under the County's control. A Partner Agency shall use its best efforts to keep each person's information current within that person's municipal record. The only

Partner Agency that may delete a municipal record from the server, once it has been added to a person's record, is the County.

- If the Partner Agency receives a Freedom of Information request related to housing and homelessness services, the Partner Agency shall direct the person making the request to the County Clerk.

(4.0) Sharing Participant Data

- Personal information shall only be shared between the parties for:
 - The purposes of supporting a person's access to services related to homelessness prevention and/or obtaining and maintaining housing; and
 - Coordinating care, services, and benefits for persons and families served by one or more Partner Agencies
- Unless permitted by this Agreement or through a specific, separate consent form provided by the person, the parties shall not disclose personally identifiable housing and support information to any other person or entity.
- The Parties to this Agreement each represent and warrant that all of its employees, volunteers, contractors and subcontractors who will have access to personal information under this Agreement:
 - Have signed Confidentiality and User Agreements
 - Are trained on the privacy and security rules, as well as the conditions outlined in this Agreement, and shall comply with the privacy policies.
- The Parties agree to take any and all reasonable measures to ensure the security of protected personal information and to notify the other parties within two (2) business days of an unauthorized disclosure of protected personal information. Unauthorized disclosure includes, but is not limited to, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized users and for an other than authorized purpose access or potential access to personally identifiable information, whether physical or electronic.

Limitation of Liability and Indemnification: No party to this Agreement shall assume any additional liability of any kind due to its execution of this Agreement. It is the intent of the Parties that each Party shall remain liable, to the extent provided by law for its own acts and omissions and the acts and omission of its employees, volunteers, agents, or contractors through participation in HIFIS and that no Party shall assume additional liability on its own behalf or liability for the acts of any other person or entity. The Parties specifically agree that this Agreement is for the benefit of the Parties only and this Agreement creates no right in any third Party.

Agreed to and signed by the following agency representative:

Printed Name: _____

Agency Name: _____

Signature: _____

Date: _____