

File No.: 04-1000-20-2018-189

May 25, 2018

s.22(1)

Dear s.22(1)

Re: Request for Access to Records under the Freedom of Information and Protection of Privacy Act (the "Act")

I am responding to your request of March 29, 2018 for:

A copy of the contract between the City of Vancouver and University of British Columbia researchers for a Data Sharing Plan and Use Agreement.

Date Range: August 1, 2015 to October 31, 2015

All responsive records are attached.

Under section 52 of the Act, and within 30 business days of receipt of this letter, you may ask the Information & Privacy Commissioner to review any matter related to the City's response to your FOI request by writing to: Office of the Information & Privacy Commissioner, info@oipc.bc.ca or by phoning 250-387-5629.

If you request a review, please provide the Commissioner's office with: 1) the request number (#04-1000-20-2018-189); 2) a copy of this letter; 3) a copy of your original request; and 4) detailed reasons why you are seeking the review.

Yours truly,



Barbara J. Van Fraassen, BA
Director, Access to Information & Privacy

Barbara.vanfraassen@vancouver.ca
453 W. 12th Avenue Vancouver BC V5Y 1V4

*If you have any questions, please email us at foi@vancouver.ca and we will respond to you as soon as possible. Or you can call the FOI Case Manager at 604.871.6584.

Encl.

:ag

City Vancouver

Data Sharing Plan & Use Agreement

For exchanging or disclosing
City of Vancouver Homeless Count Data

September 1, 2015

1. Introduction

From time to time, the City of Vancouver (COV) collects and maintains information on homeless issues in the course of its work. For reporting purposes, the COV may supplement its own data on homelessness with aggregate data provided by external sources. As such, the COV data covered by this agreement may not match publicly released data and reports. The COV understands that this information is of interest and can be useful to local homeless planning tables, the Homelessness Partnering Strategy Community Entity (HPS CE) for the Metro Vancouver region, governments, researchers, as well as other agencies that serve or work on behalf of homeless people. For this reason, the COV believes that it has a responsibility to make its data available on reasonable terms. In doing so, the COV recognizes the need to understand and apply data sharing best practices so that the information that is made available is of high quality, readily available, understandable, and respects the rights and privacy of individuals covered by the information. To the extent that a coherent data sharing plan can assist in achieving these ends, the COV believes that the public will greatly benefit from data that it collects and holds.

2. Purpose

The intent of this data sharing plan is to ensure that the COV:

1. Provides consistent and accurate data to assist the efforts of people and organizations that serve or work on behalf of homeless people;
2. Provides appropriate access and use of its data; and
3. Leverages its data to foster research and analysis into homelessness and the development of practical solutions to homelessness.

3. Statement of Principles

The principles below are at the foundation of this data sharing plan.

1. **Public data for public use:** Data collected or developed with COV or public funds is public data and therefore will be made readily available with only essential restrictions.
2. **Privacy protection:** The rights and privacy of third parties with personal information in COV databases will be protected at all times.
3. **Timeliness:** Data will be shared in a timely fashion to capture the critical value of its content.
4. **Staff training:** Staff will maintain essential data management skills in order to liaise effectively with data applicants.
5. **Leveraging:** Leveraging data can create multiple streams of research and action on homelessness. Accordingly, the COV will participate in formal and informal data sharing arrangements with stakeholders who share its goals and priorities to advance solutions to homelessness.

4. Data Sharing Levels

Recognizing that the data needs and requests will vary, the COV has created three data sharing tiers for making data available to applicants with appropriate access controls to ensure that data is shared on the basis of the need, and in a manner that protects the rights and privacy of third parties. The three tiers of data created are:

1. Tier 1 — Fully limited data (i.e., not individually identifiable);
2. Tier 2 — Data for a specific geographic or sub-population; and
3. Tier 3 — Complete project database.

Tier 1 will be data that is not individually identifiable as described in section 5, below, to limit the type of data and level of detail, to safeguard the rights and privacy of third parties, and made available online without further restrictions. Tier 1 data will be the most common form of data that the COV will provide to applicants.

Tier 2 data will be subsets of complete project databases, and will be grouped according to communities or sub-regions of Metro Vancouver, or by defined sub-populations. The data will be designed to meet the need for detailed or targeted information beyond what is typically available in Tier 1 datasets. Applicants for Tier 2 data will be required to sign a data use agreement (attached).

Tier 3 data will be complete sets of archived databases of COV-sponsored or controlled projects. The data will be provided where it is apparent that providing Tier 1 or 2 data would compromise the outcome or results of a research project or investigation. Tier 3 data will be released to applicants under the approval of the COV, according to a policy developed by the COV.

5. Protecting Shared Data

1. In order to protect the rights and privacy of third parties, all data designated to be shared will be prepared or formatted in a manner that is consistent with the Freedom of Information and Protection of Privacy Act of BC.
2. The Data Use Agreement The Data Use Agreement will ensure COV maintains control over the public release of data and/or information in compliance with this data sharing plan and agreement

6. Link Field

Tier 1 data may include a “link” field that connects each record in the data back to the original fully-identified database. However, in order not to corrupt the “link” field in the event of changes to the original database, the “link” field will not be derived from any information in the original database.

7. Data Format

Tiers 2 and 3 data will be provided electronically to data sharing applicants in one of the following file formats: SPSS, ASCII (CVS) or Excel.

8. Data Availability

Where time or the complexity of the data request will not permit timely delivery of the data, the data applicant may be re-directed to a third party researcher or consultant to obtain the information on a fee for service basis.

9. Data Location and Transmission

Tier 1 data will be available for download on the COV Website, while Tier 2 and Tier 3 data will be transmitted electronically after receipt of the signed COV Data Use Agreement.

10. Documentation

Adequate study and data documentation describing the data source, parameters, methodologies, and limitations will be available for each data release in MS Word or Adobe format, so that users can access and use the data accurately.

The City of Vancouver (COV)

Data Use Agreement

For exchanging or disclosing COV- sponsored information

1. Parties

This Data Use Agreement ("Agreement"), effective as of September 9, 2015 ("Effective Date"), is entered into by and between the University of British Columbia Department of Psychiatry ("Data Recipient") and the City of Vancouver ("Covered Entity").

Any individual or organization ("Data Recipient") seeking to obtain or use Tier 2 or Tier 3 level data from the Covered Entity must sign and submit this Agreement to the Covered Entity before receiving the data.

2. Purpose

The purpose of this Agreement is to provide the data recipient access to Tier 2 or Tier 3 level data for research, analysis, and aggregate statistical reporting purposes.

3. Scope

This agreement covers data, formats, and information as follows (check all circles that apply):

- Tier 1 data/ information
- Tier 2 data/ information
- Tier 3 data/ information
- Data collected for the ("project/ activity, e.g., Homeless Count; year & date")Homeless count; 2010, 2012, 2013, and 2015 for the City of Vancouver

- Electronic format of data in SPSS (specify: SPSS, ASCII (CVS) or Excel file)
- Other format (specify): _____
- Data leveraged, e.g., collated, analyzed and interpreted by the Covered Entity from the Homeless Count data.
- Other qualitative and quantitative information collected through COV-sponsored or controlled research and surveys (specify): _____

4. Definitions

"Data" means that data and information collected and generated by the Covered Entity in the course of its homeless count.

5. Terms

1. Assurances of Use

In consideration for receiving data under this Agreement from the Covered Entity the Data Recipient shall comply with the following terms and conditions:

- a) The Data Recipient shall not use the Data for any purpose other than research, analysis, aggregate statistical reporting, and only as permitted by this Agreement.
- b) The Data Recipient shall not use or disclose and shall cause others from using or disclosing the Data (or any part), except for research, analysis, aggregate statistical reporting, and only as permitted by this Agreement.
- c) The Data Recipient shall not release or disclose, and shall cause others from releasing or disclosing, any Data that is individually identifiable, or any information that identifies persons, shelters or agencies, directly or indirectly, except as permitted under this Agreement.
- d) The Data Recipient shall keep the Data received under this Agreement in a secured environment and that only authorized users may have access to the Data and cause such authorized users to keep any data they access in a secured environment.
- e) The Data Recipient shall not release or disclose information where the number of records in any given dataset is less than or equal to five (5).
- f) The Data Recipient shall not release or disclose, and shall cause others from releasing or disclosing, the Data (or any part) to any person who is not a member, agent, or contractor of the Data Recipient, except with the prior written approval of the Covered Entity
- g) The Data Recipient shall require others in its employment, including any agents or contractors, who may use or may have access to the Data, to sign an agreement to comply with the terms and conditions of this Agreement (specifically acknowledging their agreement to abide by its obligations of confidentiality) and shall submit those signed agreements to the Covered Entity before granting access to the Data.
- h) The Data Recipient shall not link, and shall cause others from linking the records of persons in the data with individually identifiable records from any other source.
- i) The Data Recipient shall not use and shall cause others to not use the Data to learn the identity of any person included in the data or to contact any such person for any purpose.
- j) The Data Recipient shall not use and shall cause others to not use the Data of any shelters:
 - a. for commercial or competitive purposes involving those individual establishments; or
 - b. to determine the rights, benefits, or privileges of the individual establishments.
- k) When the identities of establishments are not provided in the Data, the Data Recipient shall not use and shall cause others from using the data to learn or identify the identity of any establishment.
- l) The Data Recipient shall not contact and shall cause others from contacting establishments or persons in the data to question, verify, or discuss information in the Data.
- m) The Data Recipient shall indemnify, defend, and hold harmless the Covered Entity, its employees, officers, directors, consultants or agents that have provided Data to the

Covered Entity from any or all claims, demands and losses accruing to any person, organization, or other legal entity as a result of violation of this Agreement.

- n) The Data Recipient shall make no statement and shall cause others from not making statements indicating or suggesting that interpretations drawn are those of the Data sources or the Covered Entity.
- o) The Data Recipient shall acknowledge the source of the Data it receives from the Covered Entity in all reports prepared in whole or in part from the data, by including a statement that the reports have been based on Data the Data Recipient has received from the Covered Entity.
- p) The Data Recipient acknowledges that no warranty is made by the Covered Entity regarding any Data or sources of the Data provided by the Covered Entity. The Data Recipient acknowledges that the Data received from the Covered entity on an "as is" basis and acknowledges that there may be discrepancies between any information disclosed publicly by the Covered Entity on which the Covered Entity has based on the Data and the Data provided to the Data Recipient. The Data Recipient acknowledges that any such information or reports publicly disclosed by the Covered Entity may be based on information that the Covered Entity may have used to supplement or augment the Data. The Data Recipient acknowledges that the Covered Entity is under no obligation to provide the Data Recipient with any additional information other than the Data.
- q) The Data Recipient shall report any violations of this Agreement to the Covered Entity within 24 hours of becoming aware of any violations, including use or disclosure of the Data in violation of this Agreement or applicable law.

2. Breach and Termination

- a) This Agreement continues in full effect until the Data Recipient has returned all copies of the Data to the Covered Entity or disposed of them, including any copies made of the data, with the consent of the Covered Entity. Any non-compliance by the Data Recipient with the terms of this Agreement will be grounds for immediate termination of the Agreement if, at the sole determination of the Covered Entity, the Data Recipient knew or should have known of such non-compliance and failed to immediately take reasonable steps to remedy the non-compliance.
- b) Notwithstanding termination of this Agreement, the obligations of the Data Recipient to maintain any confidential information received under this Agreement confidential, even after the Data Recipient has returned or destroyed all Data, including any data and the identity of any individuals who may be subjects of the Data, as well as the obligations of the Data Recipient to not use the Data to learn the identity of any person, survive the termination of this Agreement.

6. Authorized Person for Data Recipient


Signature:  Date: September 2, 2015

Name: Anastasia Frank

Title: Research Coordinator

Organization: University of British Columbia, Department of Psychiatry
Address: 430-5950 University Boulevard
City: Vancouver Prov: BC Postal Code: V6T 1Z3
Phone: 604-827-4287 Fax: 604-827-3373 E-mail: afrank@cheos.ubc.ca

7. Authorized Person for Covered Entity

Signature:  Date September 4, 2015
Name: Jesse Tarbotton
Title: Policy Analyst
Organization: City of Vancouver, Housing Policy and Project
Address: 510-111 West Hasting Street
City: Vancouver Prov: BC Postal Code: V6B1H4
Phone: 604.871.6046 Fax: 604.871.6488 E-mail: jesse.tarbotton@vancouver.ca