
Greater Vancouver Regional Steering Committee on Homelessness (RSCH)

Data Sharing Plan & Use Agreement

For exchanging or disclosing
RSCH-sponsored information

September 11, 2014

1. Introduction

From time to time, the Greater Vancouver Regional Steering Committee on Homelessness (RSCH) collects and maintains information on homeless issues in the course of its work. The RSCH 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 RSCH believes that it has a responsibility to make its data available on reasonable terms. In doing so, the RSCH 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 RSCH 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 RSCH:

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 RSCH 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 RSCH 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 RSCH 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 RSCH 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 de-identified (i.e., 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 RSCH 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 RSCH-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 RSCH or CE staff, according to a policy developed by the RSCH.

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:
 - a) Will ensure RSCH control over the public release of data and/or information; and yet
 - b) Will permit “Data Recipients” early access to data and information ahead of a RSCH public release date with the proviso that the data not be shared or released until after the RSCH public release.

6. Link Field

De-identified (i.e., not individually identifiable) 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 at a website designated by CE staff, while Tier 2 and Tier 3 data will be transmitted electronically after receipt of the signed RSCH 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.

11. Data Use Reporting & Citing

The RSCH is interested to know how its data is applied and requests a summary, electronic link or print version of any research, video, or other documents produced through the use of its data.

Use of RSCH data must be cited: Greater Vancouver Regional Steering Committee on Homelessness, with the year & name of document.

Greater Vancouver Regional Steering Committee on Homelessness (RSCH)

Data Use Agreement

For exchanging or disclosing RSCH- sponsored information

1. Parties

This Data Use Agreement ("Agreement"), effective as of _____, 20____ ("Effective Date"),

is entered into by and between _____ ("Data Recipient") and

_____ ("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") _____ for the Metro Vancouver region
- Electronic format of data in _____ (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 RSCH-sponsored or controlled research and surveys (specify): _____

4. Definitions

“Covered Entity” refers to the Greater Vancouver Regional Steering Committee on Homelessness (RSCH) or the Homelessness Partnering Strategy Community Entity for the Metro Vancouver region.

5. Terms

1. Assurances of Use

The Data Recipient gives the following assurances with respect to any data received under this Agreement from the Covered Entity:

- a) The Data Recipient will not use the information for any purpose other than research, analysis, aggregate statistical reporting, and only as permitted by this Agreement.
- b) The Data Recipient will not use and will prohibit 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 will not release or disclose, and will prohibit 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 will ensure that the data is kept in a secured environment and that only authorized users will have access to the data.
- e) The Data Recipient will 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 will not release or disclose, and will prohibit 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 approval of the Covered Entity, and where there is a specific request for data on an establishment such as a shelter, with the approval of the management of that establishment.
- g) The Data Recipient will require others in its employment, including any agents or contractors, who will use or will have access to the data, to sign a copy of this Agreement (specifically acknowledging their agreement to abide by its terms) and will submit those signed Agreements to the Covered Entity before granting access to the data.
- h) The Data Recipient will not attempt to link, and will prohibit others from attempting to link, the records of persons in the data with individually identifiable records from any other source.
- i) The Data Recipient will not attempt to use and will prohibit others from using the data to learn the identity of any person included in the data or to contact any such person for any purpose.
- j) Subject to section 5.1.6, the Data Recipient will not use and will prohibit others from using the data concerning individual establishments:
 - 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 will not attempt to use and will prohibit others from using the data to learn the identity of any

establishment.

- l) The Data Recipient will not contact and will prohibit others from contacting establishments or persons in the data to question, verify, or discuss information in the data.
- m) The Data Recipient will indemnify, defend, and hold harmless the Covered Entity and all organizations mentioned in section 3 of this Agreement as having provided data to the Covered Entity from any or all claims and losses accruing to any person, organization, or other legal entity as a result of violation of this Agreement.
- n) The Data Recipient will make no statement and will prohibit others from making statements indicating or suggesting that interpretations drawn are those of the data sources or the Covered Entity.
- o) The Data Recipient will acknowledge the source of the data it receives from the Covered Entity in all reports prepared in whole or in part from the data.
- p) The Data Recipient agrees to report any violations to the Covered Entity within 24 hours of becoming aware of any use or disclosure of the data in violation of this Agreement or applicable law.

Additionally, regarding any document or materials produced from the application of the data:

- q) a summary, electronic link or print version of any research, video, or other documents must be sent to RSCH@metrovancover.org or RSCH, c/o Manager, Homelessness Partnering Strategy Community Entity, 4330 Kingsway, Burnaby, BC V5H 4G8
- r) Data source must be cited: Greater Vancouver Regional Steering Committee on Homelessness, with the year & name of document.

2. Breach and Termination

This Agreement shall continue in full effect until the data recipient has returned all copies of the data to the Covered Entity or disposed of them 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.

6. Authorized Person for Data Recipient

Signature: _____ Date _____
Name: _____
Title: _____
Organization: _____
Address: _____
City: _____ Prov: _____ Postal Code: _____
Phone: _____ Fax: _____ E-mail: _____

7. Authorized Person for Covered Entity

Signature: _____ Date _____
Name: _____
Title: _____
Organization: _____
Address: _____
City: _____ Prov: _____ Postal Code: _____
Phone: _____ Fax: _____ E-mail: _____