Homeless Management Information System (HMIS) Lead Agency
MEMORANDUM OF UNDERSTANDING
Between
Burlington County
And
The New Jersey Homeless Management Information System Collaborative

This memorandum of understanding establishes the governance and structures for the partnership between New Jersey Homeless Management Information System Collaborative (hereinafter called NJHMIS Collaborative) and the county-based Continuums of Care (CoC) throughout New Jersey, New Jersey Housing and Mortgage Finance Agency (NJHMFA) and the NJ Advisory Council with regard to understanding the roles and responsibilities of each stakeholder.

I. PURPOSE AND BACKGROUND

The purpose of this Memorandum of Understanding ("MOU") is to confirm agreements between the Burlington County CoC serving the County of Burlington Jurisdiction(S) and the NJHMIS Collaborative, acting through the NJHMFA, related to management of the New Jersey Homeless Management Information System (NJHMIS). The participation cost share for your County CoC is $2,560.00 annually. This MOU establishes NJHMFA as the HMIS Lead Agency for the CoC, defines general understandings, and defines the roles and specific responsibilities of each party related to key aspects of the governance and operation of the HMIS Project. HMIS is mandated by the U.S. Department of Housing and Urban Development (HUD) for all communities and agencies receiving HUD CoC funds and Emergency Solutions Grant (ESG) funding. HMIS is essential to efforts to coordinate client services and inform community planning and public policy. Through HMIS, homeless households would benefit from improved coordination in and between agencies, informed advocacy efforts, and policies that result in targeted services. Analysis of information gathered through HMIS is critical to the preparation of a periodic accounting of homelessness in New Jersey, including required HUD reporting. The parties to this MOU recognize that thorough and accurate capture and analysis of data about homeless services and households is necessary to service and systems planning, effective resource allocation, and advocacy, and thus, share a mutual interest in successfully implementing and operating HMIS in New Jersey.

II. DURATION

Except as provided in Section VIII (Termination), the duration of this MOU shall be from Fiscal year November 1st through October 31st. It is anticipated that this MOU will not need to be renewed annually once agreed upon and signed.

III. GOVERNANCE AND PARTICIPATION

1. CoC Governance:
The CoC is the lead planning group for HUD-funded efforts to end homelessness and for implementing and operating a homeless CoC system in New Jersey. As such and per HUD policy, the CoC is responsible for HMIS Project oversight and implementation, which encompasses planning, administration, software selection, managing the HMIS Data Warehouse in compliance with HMIS Standards if one exists, and reviewing and approving all policies, procedures, and data management plans governing Contributing HMIS Organizations (described in section IV 4 below). The CoC's oversight and governance responsibilities are carried out by a minimum of two representatives from each of the participating CoC's to the Collaborative Advisory Council.

2. Purpose:
The purpose of the Advisory Council is to provide support and recommendations and directions to the HMIS Lead Agency and their CoC related to the HMIS regulations and standards as set forth by HUD and our State Partners.

3. **Lead Agency Designation:**
The CoC designates NJHMFA as the Lead Agency for the New Jersey Balance of State Homeless Management Information System Collaborative. The NJHMFA is charged with managing the HMIS Data System/Warehouse operations on its behalf and providing HMIS Project administrative functions at the direction of the CoC, through its Advisory Council Members.

4. **Contributing HMIS Organizations ("CHO"):**

A CHO is defined as an organization (inclusive of the HMIS Lead) that operates a provider program and a program-level, HMIS-compliant system (described in Section II(5) below), whether or not it is a member of the CoC, and that contributes Protected Personal Information or other client-level data to the HMIS Data System/Warehouse. CHOs must enter into Participation Agreements in order to contribute such data to the HMIS Data System/Warehouse. The authority to enter into Participation Agreements with CHOs for the purposes of ensuring compliance with all applicable HUD and CoC HMIS Project requirements, including the operation of a program-level HMIS-compliant system, rests with the HMIS Lead Agency.

5. **Program-level HMIS-compliant System:**
A program-level HMIS-compliant system is defined as a client management information system operated by a provider program that allows the provider program to collect the minimum required data elements and to meet other established minimum participation thresholds as set forth in a CHO HMIS Agency Participation Agreements. These systems may include CARES, AWARDS, and other data systems owned or operated by providers.

6. **CHO HMIS Administrator (Agency Site Administrator):**
A CHO HMIS Administrator is defined as a single point-of-contact established by each CHO who is responsible for day-to-day operation of the CHO's data collection system, ensuring program-level data quality according to the terms of the Agency Participation Agreement and associated data quality plans. If applicable, managing the upload process from the CHO program-level HMIS-compliant system to the Lead Agency's HMIS Data System/Warehouse.

7. **End User:**
An End User is defined as an employee, volunteer, affiliate, associate, or any other individual acting on behalf of a CHO or an HMIS Lead Agency who uses or enters data in the HMIS Data System/Warehouse or program-level HMIS-compliant system from which data are entered or periodically uploaded to the HMIS Data System/Warehouse.

8. **Software and Hosting:**
The participating CoC's Advisory Council Members along with the HMIS Lead Agency have selected a single product—Foothold Technology Service ("FTS")—to serve as the sole HMIS Data System/Warehouse for the New Jersey HMIS Collaborative. All CHOs are expected to regularly input or upload data, at intervals and through mechanisms specified by the HMIS Vendor or the HMIS Lead Agency, to the Data System/Warehouse. The authority to enter into contracts with FTS for the purposes of operating and overseeing the HMIS Data System/Warehouse is the responsibility of the HMIS Lead Agency.

IV GENERAL UNDERSTANDINGS

1. **Funding:**
1a. HUD Grant(s) - HMIS Project activities are funded in part by HUD CoC grants or direct payments from counties which do not have room under their HUD pro-rata share to offer a grant? The CoC authorizes NJHMFA, as the HMIS Lead Agency, to apply for and administer these funds. The terms and uses of HUD funds are governed by the HUD CoC grant agreement and applicable rules.
1b. Cash Match -The HUD CoC grants require a cash match. The match is made up of CHO Agency License fees and our state Partners (Department of Community Affairs and Department of Human Services) contributions.

2. **Fees:**
The HMIS Lead Agency annual participation license fees cover the fiscal year November 1st to October 31st. The CHOs are invoiced in November of each year. CHOs that upload HMIS data will be required to pay their own costs associated with establishing and operating their own program-level, HMIS-compliant system in accordance with the terms of the Agency Participation Agreement. At the discretion of the HMIS Lead Agency, with approval from the

Advisory Council, a small annual increase can be provided to help offset costs to the HMIS Lead Agency.

3. Compliance with HMIS Standards:
It is the responsibility of the CoC to ensure that the HMIS Lead Agency is operating the HMIS Project in compliance with HUD HMIS Technical Standards (2004), HUD HMIS Data Standards (2010), other applicable laws, and any future standards HUD will release. The parties agree to update this MOU (as provided in section VII, Amendment/Notices), other HMIS Project operational documents, and HMIS Project practices and procedures in order to comply with any updates to these standards established in notices or other guidance, within the HUD-specified timeframe for such changes.

4. Local Operational Policies and Agreements:
The CoC charges the NJHMIS Collaborative, with the support of the Advisory Council, with developing and maintaining agreements, policies, and procedures. These agreements, policies and procedures include, but are not limited to, an operating policies and procedures manual for use and management of the data system/warehouse (including procedures for ensuring the security of data, disaster recovery, and data quality assurance), privacy policies and notices, data collection and technical standards for CHOs, Agency Participation Agreements, and End User Agreements. Once reviewed and approved, changes to the policies and procedures may be made from time to time at the request of NJHMFA or the CoC, through its Advisory Council Committee Members, to comply with HUD HMIS standards or otherwise improve HMIS operations. During any such modification periods, all existing HMIS policies and procedures will remain in effect until such time as the CoC Steering Committee approves the changes.

V. SPECIFIC RESPONSIBILITIES OF THE PARTIES

1.CoC Responsibilities:

The CoC shall select the representatives to the Advisory Council which serves as the lead HMIS Project governance body, providing oversight, project direction, policy setting, and guidance for the HMIS Project. The CoC exercises all its responsibilities for HMIS governance through its Advisory Council Members, with guidance from the CoC's Data Management Committee, effective as of the date of the authorization of this MOU. These responsibilities include:

a) Ensuring and monitoring compliance with relevant HUD regulations and standards;

b) Reviewing all official meeting minutes and all approvals, resolutions, and other key decisions of the Advisory Council that may be required by HUD rules related to the HMIS governing body;

c) Reviewing all HMIS Lead Agency's Project policies, and procedures;

d) Reviewing and approving all Local CHO's involvement in their CoC's HMIS;

e) Reviewing all HMIS Lead Agency's Project policies, and procedures;

f) Establishing data quality standards and benchmarks for all CHO's;

g) Reviewing data quality standards and plans, and establishing protocols for addressing CHOs' compliance with those standards;

h) Promoting the effective use of HMIS data, including measuring the extent and nature of homelessness, the utilization of services and homeless programs over time, and the effectiveness of homeless programs;

i) Using HMIS data to inform CoC programs and system design, and measuring progress toward implementation of the CoC Strategic Plan and other CoC-established goals ;

j) Provide all local information as necessary for compilation of the annual Housing Inventory Count (HIC), the HMIS elements of the annual Point-in-Time (PIT) Count, Annual Homeless Assessment Report (AHAR), Federal and local reports;

k) Coordinating participation in the HMIS (and broader CoC) by all homeless prevention and assistance programs and other mainstream programs serving homeless people or working to prevent homelessness;

l) Coordinate and producing the data quality and outcomes reports to present to CHO at monthly meetings;

m) CoC will make the final decision on a CHO participation in their HMIS system.

2. NJHMIS Collaborative Responsibilities:

NJHMFA serves as the Lead Agency for the HMIS Project, managing and administering all HMIS operations and activities. NJHMFA exercises these responsibilities at the direction of the CoC with directions from its Advisory Council Members. These responsibilities are contingent on continued receipt of the appropriate HUD grant funding, our State Partners, User License Fees and are as follows:

a) Governance and Reporting
- Provide staffing for operation of the HMIS Project;
- Create system to generate data quality reports and analyses for review by the CoC and for submission to HUD;
- Provide, at least annually, a point-in-time unduplicated count of clients served in the HMIS (for sheltered PIT Count, AHAR, APR Pulse reports and/or other reports as required);

- Create annual report of unduplicated count of clients served in the HMIS over the course of one year (for AHAR);
- Create reports, at least annually, that can account for the lodging units in the HMIS (for HIC, AHAR, and Pulse reports, or as required); and an unduplicated count of newly homeless clients;
- Ensure the consistent contribution of data that meets all HUD-established data standards, at minimum, every program operating with funds authorized by the McKinney-Vento Act as amended by the HEARTH Act, including ESG funds;
- Work with the CoC to facilitate participation by all homeless prevention and assistance programs and other mainstream programs serving homeless people to participate in the HMIS;
- Facilitate the Collaborative Advisory Council Meetings.
- Attend local CoC and Data Committee meetings as often as possible;
- Determine the length of time that records must be maintained for inspection and monitoring purposes pursuant to HUD standards and ensure compliance with these standards;
- Respond to CoC Steering and Data Management Committee directives; and
- Provide data needed to inform CoC's progress toward achieving its Strategic Plan goals.

b) Planning and Policy Development
- Manage and maintain mechanisms for soliciting, collecting and analyzing feedback from end users, CHO HMIS Site administrators, CHO program managers, CHO Executive directors, and homeless persons;
- Identify general milestones for project management, including training and expanding system functionality, and ensure that the HMIS Action plan is carried out and regularly reviewed;
- Develop and, upon adoption by the CoC Advisory Council Members, implement written policies and procedures for the operation of the HMIS Project and HMIS Data Warehouse, including requirements and standards for any CHO, and provide for the regular update of these procedures as required by changes to policy;
- Provide assistance to the CoC adopted and implemented data quality plan consistent with requirements established by HUD, and review and update this plan annually and upon update to HUD regulations, notice, or guidance;
- Develop and, upon adoption by the CoC Advisory Council Members, implement a security plan consistent with requirements established by HUD, and review and update this plan annually and upon update to HUD regulations or guidance;

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- Develop and, upon adoption by the CoC Advisory Council Members, implement a disaster recovery plan consistent with requirements established by HUD, and review and update this plan annually according to the most current HUD regulations or guidance;
- Develop and, upon adoption by the CoC Advisory Council Members, implement a privacy policy specifying data collection limitations; purpose and use limitations; allowable uses and disclosures; openness description; access and correction standards; accountability standards; and process and protections for victims of domestic violence, dating violence, sexual assault, and stalking included in the data warehouse;
- Ensure privacy protection in project administration; and
- Develop and, upon approval by the CoC Advisory Council Members, execute HMIS Participation Agreements with each CHO, including:
  - Obligations and authority of the HMIS Lead and the CHO;
  - Protocols for participation in HMIS Project;
  - Requirements of the policies and procedures by which the CHO must abide;
  - Sanctions for violating the HMIS Participation Agreement; and
  - Terms of sharing and processing Protected Identifying Information between the HMIS Lead and the CHO;
  - CHO's annual participation fees to be paid to the Lead HMIS Agency.

c) Grant Administration
- Prepare and submit NOFA Project Applications for HUD's HMIS grants for those counties that allowed grant funds to the Lead HMIS Agency via E-SNAPS;
- Create annual budgets outlining the most efficient resource allocation to meet HMIS Project requirements;
- Support HMIS by funding eligible HMIS activities with eligible matching sources to serve as the HUD-required match;
- Manage spending for both HUD grants and matching funds;
- Manage the reimbursement payment process and maintain records of all reimbursement documents, funds, approvals, denials, and other required or relevant records;
- Ensure accurate and regular (quarterly, at minimum) draw down of HUD grant funding; and
- Complete and submit APR for HUD grants.

d) System Administration
- Oversee the day-to-day administration of the HMIS system;
- Manage contracts for FTS, which includes training for CHOs and DHS staff, and licensing of HMIS Server;
- Ensure HMIS software meets the minimum data and technical functionality requirements established by HUD in rules or notices, including un-duplication, data collection, maintenance of historical data, reporting (including HUD-required reports, data quality and audit reports), and any other requirements established by HUD or our State Partners (Department of Community Affairs & Department of Human Services);
- Ensure HMIS data processing capabilities, including the collection, maintenance, use, disclosure, transmission, and destruction of data and the maintenance of privacy, security, and confidentiality protections;
- Develop standard reports and queries of HMIS data (e.g., data quality report, CoC quarterly report, etc.);
- Oversee and relate small- and large-scale changes to the HMIS software through coordination with Staff, the CoC's Advisory Council Members, and CHO HMIS administrators, if applicable;
- Maintain continuous End users trainings and CHO User Group meetings to discuss implementation of policies and procedures and data entry and upload processes when and if feasible;
- Update contact list of HMIS administrators for all CHOs in conjunction;
- Maintain original copies of all CHO's Participation Agreements and other required documents the end users must sign in a fire proof cabinet; and
- Maintain original copies of all CoC's MOU's agreements in a fire proof cabinet;

e) End-User Administration
- Provide or coordinate technical assistance and support structure;
- Document technical issues experienced by providers;
- Develop and deliver a comprehensive training curriculum and protocol, including accompanying tools and resources, that:
  - o Includes, but is not limited to, data entry requirements and techniques, client confidentiality and

privacy requirements, data security and data quality;

- o Requires all CHO Site Administrators to participate in trainings; it is the responsibility of the CHO Site Administrator to ensure end users at the CHO receive training and HMIS information;
- o Is encouraged for all HMIS end users, including intake staff, data entry staff and reporting staff at all CHOs;
- o Is offered, at a minimum, monthly;
- o Is offered in a manner that assures every new end user completes training prior to or Shorty after collecting any HMIS data or using the HMIS; and
- o Is conducted in a manner that assures every current end user completes a training update at least annually.

f) Data Quality and Compliance Monitoring

- Consistent with the CoC data quality plan, support the data quality plan by developing report tools needed;
- Consistent with the CoC data quality plan, develop reporting tools to allow monitoring of established data quality benchmarks for CHOs, including bed coverage rates, service-volume coverage rates, missing/unknown value rates, timeliness criteria, and consistency criteria;
- Consistent with the CoC's data quality plan, run and disseminate data quality reports on a quarterly basis to CHO programs indicating levels of data entry completion, consistency with CoC program models, and timeliness;
- Consistent with the CoC data quality plan, provide quarterly reports on HMIS participation rates, data quality and other analyses to the CoC and Data Management Committee; and
- Monitor compliance by all CHOs with HMIS participation requirements, policies and procedures, privacy standards, security requirements, and data quality standards through an annual review per the process outlined in the Agency Participation Agreement and approved by the CoC Advisory Council Members.

G) Examples of Data Quality:

The CoC in collaboration with the HMIS Lead Agency are jointly responsible for ensuring that the HMIS data processing capabilities, including the collection, disclosure, transmission, and destruction of data and the maintenance privacy, security, and confidentiality protections.

The CoC will set benchmarks that will measure the reliability and validity of the data collected in the AWARDS application. Timely and accurate data is considered to be within 3 days of a client's admission into your program.

Example:

Looking at a particular data element and assessing how many client records have blank or missing data helps analyze how reliable the data is. The more clients with missing or incomplete information, the less valid the data is.

Data Quality benchmark _5_% or less missing

Data Quality Plan

- Rationale behind its inclusion
- Factors to address for relevant component
- Special Issues and Exceptions to be considered
- Set benchmarks as a starting point for discussion, and make them based on the program types

Timeliness Criteria Benchmark

- Intake data should be entered in the HMIS AWARDS application within _3_ days.
- Services and special issues data is to be entered into the HMIS system within __2__days of the client being serviced.
- A client must be discharged from the HMIS AWARDS system within _2_day after leaving a program.

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Overall Goals

- No less than 5% of incomplete data for all HUD Universal and Program Specific Elements data
- Complete and accurate data for the month must be entered into the HMIS AWARDS system by the last Friday of the month.
- Uploading programs will not follow the above benchmarks and instead will upload their data in accordance to the guidelines setup with the CoC

VI. DATA ACCESS AND MANAGEMENT:

NJHMFA's authorized staff shall manage the data that is maintained in the FTS data system/warehouse and will have access to all data entered by CHOs. NJHMFA staff will only use the data for purposes having to do with the CoC. The CoC and State Partners will have access to aggregated and/or otherwise de-identified data that have met quality assurance standards as stipulated by NJHMFA HMIS staff.

VII. AMENDMENT/NOTICES:

This MOU may be amended in writing by either party once amendments have been approved by a majority of the Advisory Council Members. Notices shall be mailed or delivered to NJHMIS Collaborative, Assistant Director of HMIS at New Jersey Housing and Mortgage Finance Agency – 637 South Clinton Avenue – P.O. Box 18550 Trenton, New Jersey, 08650-2085

VIII. TERMINATION:-

Either party may terminate this MOU at a date prior to the renewal date specified in this MOU by giving sixty (60) days written notice to the other party. If the funds relied upon to undertake activities described in this MOU are withdrawn or reduced, or if additional conditions are placed on such funding, any party may terminate this MOU within thirty (30) days by providing written notice to the other parties. The termination shall be effective on the date specified in the notice of termination.

This MOU will replace the current agreement between the Continuum of Care and the HMIS Lead Agency commencing upon the signature of the parties.

For the Burlington County Continuum of Care (CoC) serving the County of Burlington Jurisdiction(S)
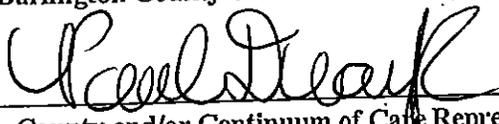
Signed: _____ Date:____7/11/14____

County and/or Continuum of Care Representative

Title:_____County Administrator_____

For the New Jersey Housing and Mortgage Finance Agency
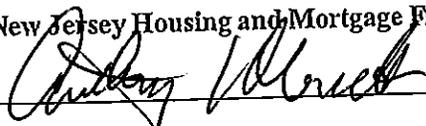
Signed: _____ Date:____July 2, 2014____

Executive Director of HMFA or Designee.

Board of Chosen Freeholders
County of Burlington
New Jersey

Office of:
COUNTY SOLICITOR
49 Rancocas Road, Room 225
PO Box 6000
Mt. Holly, New Jersey 08060-6000

KENDALL J. COLLINS
County Solicitor
Phone: (609) 265-5289
Fax: (609) 265-5933

July 29, 2014

Abram Hillson
NJMFA
637 South Clinton Ave.
P.O. Box 18550
Trenton, NJ 08650-2085

Resolution # 240, 6/11/14

Dear Sir/Madam:

Enclosed please find a fully executed copy of an agreement for your files.

Thank you.

Very truly yours,

KENDALL J. COLLINS, ESQUIRE
BURLINGTON COUNTY SOLICITOR

Encls.
cc: Erin Kelly, Freeholders Office
Charlene Marshall, Finance Department
Anna Pyianzo, Human Services Department