STATE OF NEW JERSEY
HOMELESS MANAGEMENT INFORMATION SYSTEM
COLLABORATIVE
Participation Agreement

This New Jersey Homeless Management Information System Collaborative ("**NJHMIS or HMIS**") Participation Agreement ("Agreement") by and between the **New Jersey Housing and Mortgage Finance Agency ("NJHMFA" or "Administrator")**, a body politic and corporate and an instrumentality exercising public and essential governmental functions of the State of New Jersey with offices located at 637 South Clinton Avenue, PO Box 18550, Trenton, New Jersey 08625-2085, and ("**Participant**" name and address):

RECITALS

WHEREAS a New Jersey action plan was created for families and individuals who are homeless or at risk of homelessness; and

WHEREAS a Steering Committee prioritized the following activities: (1) development of a State Homeless Action Plan, (2) development of technical assistance programs to strengthen the New Jersey Continua of Care SuperNOFA, and (3) development of a statewide plan to assist the Continua of Care in meeting the United States Department of Housing and Urban Development's ("HUD") HMIS requirements; and

WHEREAS a statewide collaborative was created to address, among other things, HMIS planning and implementation issues; and

WHEREAS the purpose of the collaborative is to enable State agencies, service providers, homeless consumers and other stakeholders to understand the scope of homelessness in New Jersey, to improve service delivery to homeless persons and to evaluate the effectiveness of service interventions; and

WHEREAS The New Jersey Homeless Management Information System is a client information system that records the use of housing and services which can be used to determine the utilization of services of participating agencies, identify gaps in the local service continuum and develop outcome measurements; and

WHEREAS NJHMFA is the Administrator for the NJHMIS Collaborative;

NOW, THEREFORE in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, NJHMFA and Participant hereby agree as follows:

1. *Definitions.*
    a. Blind Service Providers are defined as agencies serving specific protected client populations. Those client populations typically have one or more of the following issues: (1) domestic violence; (2) HIV/AIDS; (3) Alcohol and/or substance abuse; or (4) mental health disorders.
    b. Client is defined as a consumer of services.

c. Client records are defined as Personally Identifiable Information (PII) collected and stored in a computer system.
d. Close to real-time data entry is defined as within three (3) working days of seeing the Client.
e. Partner Agencies are a group of agencies working together to provide services to homeless and low-income individuals and families and they participate in the New Jersey HMIS.
f. Project Manager Person – An HMFA agency staff assigned to manage the NJ HMIS Collaborative Project.
g. Non-partner agencies are those agencies not participating in the New Jersey HMIS.

2. *Participation Fee*. Each Participant will be charged an annual participation fee to be involved in the NJHMIS Collaborative. The annual fee will be invoiced and payable to the NJHMFA. The basic annual fee in the amount of $1000 ($1000.00) dollars provides up to 15 user licenses. The use of additional licenses will add additional fees. The annual fee is subject to change, in the sole discretion of the NJHMFA **(See Amendment "A")**.

3. *Confidentiality*. HMFA and Participant agree that the data, information and client records, related documentation, and data stored electronically relating to NJHMIS is confidential and shall be handled as follows:

   a. The Participant shall comply with all Federal, State and Local laws and regulations pertaining to confidentiality of information and records to ensure that client records are protected and not subject to disclosure. The Participant shall only release client records to Non-partner agencies with written consent by the client, unless otherwise provided in the relevant laws and regulations.

   b. The Participant shall abide by all Federal, State and Local confidentiality laws and regulations pertaining to:

      1) all medical conditions, including, but not limited to, mental illness, alcohol and/or drug abuse, HIV/AIDS testing, diagnosis and treatment and other such covered conditions; and
      2) a person's status as a victim of domestic violence.

      A general authorization for the release of medical or other information is NOT sufficient for this purpose.

   c. Federal, State and Local laws seek to protect the privacy of persons with physical and/or mental illness, who have been treated for alcohol and/or substance abuse, have been diagnosed with HIV/AIDS, and/or have been a victim of domestic violence.
   d. The Participant shall provide a verbal explanation of the NJHMIS database and the terms of consent to the Clients and shall arrange for a qualified interpreter or translator in the event that an individual is not literate in English or has difficulty understanding the Consent form.

e. The Participant agrees not to release any individual client information obtained from the NJHMIS to any organization or individual without prior written Client consent. Such written Client consent shall specify exactly what information the Client allows to be released. Information that is not approved for disclosure, in writing, by the Client shall not be released. The Participant agrees to provide access (including a copy) of the client's own protected information to the client within thirty (30) days of the client's written request to the Participant.

f. The Participant shall ensure that all staff, volunteers and other persons, who are issued a User ID and password for the NJHMIS, receive confidentiality training regarding client information and records and have signed a User Policy, Responsibility Statement, and Code of Ethics Agreement.

g. Any staff, volunteer or other person who has been granted a User ID and password and is found to have willfully committed a breach of system security and/or client confidentiality shall have his or her access to the database revoked immediately, and will be subject to disciplinary action per the Participant's polices and procedures. The NJHMFA reserves the right to review Participant's polices and procedures, review discipline and seek remedies, in its sole discretion, against anyone found to have willfully committed a breach of system security and/or client confidentiality.

h. In the event of a breach of system security or client confidentiality, the Participant Administrator shall notify the NJHMIS Project Manager within 24 hours of Participant's discovery of said breach. Any Participant that is found to have had breaches of system security and/or client confidentiality shall enter a period of probation, during which technical assistance shall be provided to help the Participant prevent further breaches. Probation shall remain in effect until the Project Manager has evaluated the Participant's security and confidentiality measures and found them compliant with the policies stated in this Agreement and the User Policy, Responsibility Statement, and Code of Ethics Agreement. Subsequent violations of system security may result in suspension from the system. The NJHMFA reserves the right to conduct routine and random audits to monitor security and client confidentiality.

i. The Participant understands that the NJHMIS fileserver, which shall contain all HMIS-entered Client information, shall be located off-site in a physically secure and electronically monitored facility, and that the client information in the NJHMIS system is backed up and taken off-site daily. The Participant further understands that the fileserver containing all HMIS-entered Client information is maintained by vendor contracting with NJHMFA to provide said services. The contractor vendor has access to client information, said access being necessary to provide technical services to the NJHMFA. Further, the contractor has agreed to keep all

information confidential and maintained in accordance with HUD privacy standards.

j. The Participant may have access to all Client data entered by the Participant. The Participant shall diligently record in the NJHMIS all service delivery information pertaining to individual clients served by the Participant. The Participant shall not, under any circumstances, knowingly enter false, misleading or biased data, including any data that would unfairly prejudice a client's ability to obtain services.

k. If this Agreement is terminated, the remaining Partner Agencies shall maintain their right to the use of all Client data previously entered by the terminating Partner Participant, subject to the guidelines specified in this Agreement.

l. The Participant shall utilize the NJHMIS Client Consent—Release of Information form attached as Exhibit "A" for all clients providing information to the NJHMIS. The Client Consent—Release of Information form, once agreed to and signed by the Client, authorizes Client data to be shared with Partner Agencies for the period of one year(s), subject to the restrictions defined by the Client Consent form. (See Exhibit A).

m. Participants' utilizing their own HIPAA-compliant Consent to Release Information for Data Sharing form should incorporate the first two paragraphs from the NJHMIS Collaborative form titled "Client Consent – Release of Information for Data Sharing" into their form. Agencies not using HIPAA-complaint consent for release of information forms shall use the NJHMIS Collaborative Client Consent – Release of Information for Data Sharing form.

n. All Participants are required to submit a copy of their consent form to the NJHMFA for review and confirmation that the form is in compliance with HUD requirements. Participants agree that the Participant is solely responsible for making sure their consent form meets HUD standards. Participants shall not rely upon the NJHMFA's review and shall hold the NJHMFA, its staff, officers, members and affiliates, harmless from and against any and all claims for damages, losses, liabilities, costs or reasonable expenses related to consent form and HUD requirements under this Agreement.

o. The Participant shall keep original signed copies of the Client Consent -- Release of Information for Data Sharing form for a period of no less than five (5) years.

p. In no way does the NJHMIS require or imply that services must be contingent upon a Client's participation in the NJHMIS database. Participant shall provide services to Clients regardless of Client's participation in NJHMIS, provided the Clients would otherwise be eligible for the services.

1. The Participant shall have access to identifying and statistical data on all Clients who consent to have their information entered in the NJHMIS database, except for data input into the database by "Blind Service Providers".

q. A Participant that is a Blind Service Provider shall have access to identifying and statistical data that the Participant inputs into the NJHMIS database for clients served by that Participant.

r. A Participant that is a Blind Service Provider shall not have access to identifying and statistical data input into the NJHMIS database for clients served by other Blind Service providers.

4. *NJHMIS Use, Data Entry and System Security*. The Participant agrees to use the NJHMIS, enter data into the NJHMIS and operate in a manner to protect the integrity of the NJHMIS in complying with the following guidelines:

a. The Participant shall follow, comply with and enforce the User Policy, Responsibility Statement and Code of Ethics. Modifications to the User Policy, Responsibility Statement and Code of Ethics shall be established in consultation with Partner Agencies and may be modified as needed for the purpose of the smooth and efficient operation of the NJHMIS.

b. The Participant shall only enter individuals in the NJHMIS database that exist as Clients under the Participant's jurisdiction. The Participant shall not misrepresent its Client base in the NJHMIS database by knowingly entering inaccurate information. The Participant shall not use the NJHMIS database with intent to defraud federal, state or local governments, individuals or entities, or to conduct any illegal activity.

c. The Participant shall use Client information in the NJHMIS, as provided to the Participant or the Partner Agencies, to assist the Participant in providing adequate and appropriate services to the Client.

d. The Participant shall consistently enter information into the NJHMIS database and shall strive for real-time, or close to real-time data entry.

e. When a Client revokes his or her consent to share information in the NJHMIS database, the User shall immediately notify the Participant Site Administrator of the revocation. When the Participant Site Administrator is notified of a client revocation, the Participant Site Administrator shall remove access to all identifying information about that client within 24 hours.

f. The Participant shall not include profanity or offensive language in the NJHMIS database.

g. The Participant shall utilize the NJHMIS for business purposes only.

h. NJHMIS shall provide introductory training to Participant staff on the use of the NJHMIS software. NJHMIS shall provide supplemental training regularly to accommodate changes in

Participant staff, and address modifications to the AWARDS software when needed.

i. NJHMIS shall be available to provide technical assistance to Participant staff.

j. The Participant shall ensure that all staff, volunteers and other persons who are issued a User ID and password for NJHMIS receive client and system security training that covers all items in the NJHMIS User Policy, Responsibility Statement and Code of Ethics.

k. The Participant shall take the following additional steps to ensure the security of the NJHMIS database system and the confidentiality of Client data:

1. Escort all visitors and Clients to ensure that they do not access staff areas, record storage areas, or other areas potentially containing Client information. Persons not recognized as staff, visitors and Clients will be challenged for identification.

2. Store hard copies of Client records in locking filing cabinets or in rooms that can be locked.

3. Locate photocopiers, printers and fax machines to minimize access by visitors and unauthorized persons.

4. Make sure that directors and other management or supervisory personnel are familiar with security and confidentiality policies and enforce such policies to ensure the security and confidentiality of the NJHMIS database and of Client information.

5. Create an atmosphere where the Participant staff feels comfortable and obligated to report security breaches and misuse of the NJHMIS database system.

6. The Participant shall encourage clients to report any breaches of confidentiality that they observe in the Participant.

5. *HUD HMIS – Privacy and Security Standards*

a. All Participants shall review and comply with all standards for privacy and security, appropriate for the Participant's particular organization, as set forth in the *Department of Housing and Urban Development Homeless Management Information System (HMIS); Data and Technical Standards Final Notice*, as found in the Federal Register dated July 30, 2004 Volume 69, Number 146, paying particular attention to Section 4 of said notice.

b. Participants agree that the Participant is solely responsible for making sure their notices, forms and other HMIS documentation meets HUD standards. Participants shall not rely upon the NJHMFA's review and shall hold the NJHMFA , its staff, officers,

members and affiliates, harmless from and against any and all claims for damages, losses, liabilities, costs or reasonable expenses related to Privacy issues and HUD requirements under this Agreement.

6. *Reports*.

   a. Participant Reports

      1. The Participant shall be enabled to report on identifying and statistical data on the Clients it serves, subject to the terms of this Agreement regarding Client confidentiality.

      2. The Participant shall not be enabled to report on identifying and statistical data on Clients it does not serve.

   b. Area Reports

      1. A Participant operating in an area shall be able to report on non-identifying and statistical data only for that area. The Participant may make aggregate data available to other entities outside of the system for funding or planning purposes pertaining to providing services to homeless persons. However, such aggregate data shall not directly identify individual Clients.

   c. NJHMIS shall use only unidentified aggregate NJHMIS data for homeless policy and planning activities, in preparing federal, state or local applications for homelessness funding, to demonstrate the need for and effectiveness of programs and to obtain a system-wide view of program utilization in the State.

7. *Termination*.

   a. NJHMFA may terminate this agreement, for cause, if it determines that the Participant has violated any material term.

   b. Upon termination of this agreement for any reason, the Participant shall return or destroy all protected information received from the NJHMIS Program or created or received by the Participant on behalf of the NJHMIS Program. This provision shall apply to protected information that is in the possession of subcontractors or agents of the Participant. The Participant shall retain no copies of the protected health information.

   c. In the event that the Participant determines that returning or destroying the protected information is infeasible, the Participant shall notify the NJHMFA of the conditions that make return or destruction infeasible within two weeks in writing to the NJHMIS Project Manager. Upon notification that the return or destruction of the protected information is infeasible, the Participant shall extend the protections of this Agreement to such protected information and limit further uses and disclosures of the

information to those purposes that make the return or destruction infeasible, as long as the Participant maintains the information.

d. This agreement may be terminated by either party upon thirty (30) days written notice.

8. *Assignability*. Participant may not assign this Agreement or any of its obligations hereunder without the prior written consent of the NJHMFA.

9. *Modifications*. NJHMFA reserves the right to modify this Agreement at any time.

10. *Availability of Funding*. The NJHMFA's obligations hereunder shall cease immediately, without penalty, if funding is no longer available to meet such obligations.

11. *Participant's Representations and Warranties*. Participant represents and warrants as follows:

    a. It has all necessary power and authority to enter this Agreement and to perform all of its obligations hereunder and to manage and control and ensure each individual or entity that Participant authorizes, permits or allows access to the NJHMIS or related services and equipment or facilities also complies with the terms of this Agreement in exercising such individual's access.

    b. This Agreement has been duly and validly authorized, executed and delivered by Participant and constitutes its valid and binding obligation.

    c. In performing its obligations hereunder, Participant will comply with all laws, rules and regulations of all governmental bodies having jurisdiction.

    d. Participant holds all required regulatory authorizations to perform this Agreement according to its terms.

    e. Participant's obligations under this Agreement do not conflict with any other agreement.

12. *NJHMFA's Representations and Warranties.* NJHMFA represents and warrants as follows:

    a. NJHMFA has all the necessary power and authority to enter this Agreement and to perform all of its obligations hereunder.

    b. This Agreement has been duly and validly authorized, executed and delivered by NJHMFA and constitutes its valid and binding obligation.

    c. In performing its obligations hereunder, NJHMFA will comply with all laws, rules and regulations or all governmental bodies having jurisdiction.

    d. NJHMFA holds all required regulatory authorizations and permits to provide the Services identified herein.

    e. NJHMFA obligations under this Agreement do not conflict with any other agreement.

13. *Breach.* NJHMFA shall notify Participant of any breaches of the terms of this Agreement by Participant, any sharing Participant or any individual acting directly or indirectly under color of authority of Participant. Participant shall have such time as NJHMFA, in its sole and absolute discretion specifies in its notice breach, to cure such breach. In event such breach is not cured within the notice period, this Agreement may be terminated by the NJHMFA without further notice, obligation or liability to Participant.

14. *Interpretation.* The construction of this Agreement shall not be construed against the Party causing its preparation but shall be interpreted on the basis of the plain meaning of the terms used which have been reviewed by both Parties in consultation with their respective counsel.

15. *Choice of laws.* This Agreement is governed by the laws of the State of New Jersey, and Federal law, as applicable, without regard to the choice of law provisions of those bodies of law. Any claims asserted against the NJHMFA shall be subject to the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq. (except for N.J.S.A. 59:13-9 thereof). While this statute is not applicable by its terms to claims arising under contracts with the HMFA, Participant agrees that it shall be applicable to claims arising under this Agreement. The Parties acknowledge that the HMFA is a public entity covered by the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq.

16. *Captions.* Captions in this Agreement are asserted for convenience of reference only and do not define, describe or limit the scope or intent of this Agreement or any of the terms of this Agreement.

17. *Entire Agreement.* This Agreement contains the entire agreement between the Parties and supersedes all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, between the Parties with respect to the subject matter of this Agreement and the transactions contemplated by this Agreement.

18. *Successors and Assigns.* All terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective legal representatives, successors and assigns.

19. *Further Assurances.* The Parties shall cooperate with each other and execute any documents reasonably necessary to carry out the intent and purpose of this Agreement.

20. *Severability.* If any provision of this Agreement is declared or found to be illegal, unenforceable, or void by a court of competent jurisdiction, the provision shall in no way affect any other provision, covenant or condition of this Agreement.

21. *Authorizing the Action.* This Agreement shall become effective, and a HMIS account established for the Participant, only upon: (a) the execution of this document by an authorized person of the Participant.

Executed this _____

Participating Agency: (official name)

Participant Director Name Participant Director Signature Date

Email:

Agency Address & Contact Info

Zip Code

Telephone:

HMIS Division Director at HMFA or Designee. Date

Amendment A

April 27, 2009

HMIS Participation Fee Declaration of Intent

To all New Jersey Statewide Homeless Management Information System (HMIS) Collaborative participating Agencies and Continuum of Cares, This letter serves as a Declaration of Intent to adjust the Annual Agencies Participation Fee based on the total number of users per agency (per county) that have logins to the Foothold AWARDS application. It is understood that this letter serves as notification to the New Jersey HMIS Collaborative Agencies and Continuum of Cares that the Fee scales below have been put into place starting April 2009. All invoicing will be reflective of the number of user logins per Agency in AWARDS.

Fees are based on per Agency per Continuum of Care:

- 0 – 15 users: $1000 annual Fee
- 16 – 30 users: $600 Monthly per Agency
- 31 – 45 users: $1,200 Monthly per Agency
- 46 – 60 users: $1,800 Monthly per Agency
- 61 – 75 users: $2,400 Monthly per Agency

Catherine N. Brewster, HMIS Division Director
For the New Jersey Housing and Mortgage Finance Agency

Exhibit "A"

Client Consent – Release of Information for Data Sharing via NJHMIS

The NJHMIS Collaborative Homeless Management Information System (HMIS) serves the New Jersey Continuums of Care communities and State agencies which include partner agencies working together to provide services to individuals and families in New Jersey who are homeless or at risk of becoming homeless. Information collected in the HMIS database is protected in compliance with the standards set forth in the Health Insurance Portability and Accountability Act (HIPAA) and the U.S. Department of Housing and Urban Development HMIS Data Standards. Every person and agency that is authorized to read or enter information into the HMIS database has signed an agreement to maintain the security and confidentiality of the information. Any person or agency that is found to violate their agreement may have their access rights terminated and may be subject to further penalties. The HMIS database operates over the internet and uses security protections to help ensure confidentiality. Please read the following statements (or ask to have them read to you) and make sure you have had an opportunity to have your questions answered.

I UNDERSTAND THAT:

- **The collection and sharing of my information is to understand my needs and assist me as a consumer.**
- The partner agencies may share limited identifying information about the consumer(s) they serve with other parties working to end homelessness.
- The release of my information does not guarantee that I will receive assistance.
- The release of my information will include the Coordinated Assessment Tool which will be shared with all NJHMIS partner agencies that I will be referred to. I further understand that this consent allows the agencies I will be referred to, their employees and agents, to release and exchange any and all information in the Coordinated Assessment Tool.
- This release of my information may include **any and all** publicly (county, state or federal) funded cash disbursements received.
- This authorization will remain in effect unless I revoke it in writing, and I may revoke authorization at any time by signing a written statement or Revocation Form.
- If I revoke my authorization, all information about me already in the database will remain but will become invisible to all of the partner agencies, except **any and all** publicly (county, state or federal) cash disbursements.
- **If I am applying for county, state or federal cash disbursements such as SSH, HPRP, and TANF Emergency Assistance, this information will be shared with NJHMIS Collaborative users and State agencies**.

By signing this form, I agree to share the following level of information with other NJHMIS partner agencies via the NJHMIS computer system:

☐ A) I agree to share my name (First, Middle, Last), client gender, ancestry, program enrollment and exit dates, demographic information, miscellaneous information, contact information, and cash disbursement information via the HMIS system with other NJHMIS partner agencies.

☐ B) I do not agree to share any of my information via the HMIS system with other HMIS partner agencies via the NJHMIS computer system. **Exception is any and all publicly funded cash disbursements as noted above**.

Client Name (*please print*)	Client Signature	Date
Guardian Name, if required (*please print*)	Guardian Signature (if required)	Date

Agency Personnel Name (*please print*)

Revised on 01/03/2022