

DASH Great Lakes HMIS Governance Documents

Summary of Changes – May 2026

Note: Wording changes or additions are reflected in **red** font.

HMIS Policies and Procedures

- **Changed** “consumer(s)” and “participant(s)” to “**client(s)**” throughout the document for consistency.

Section 1.2 HMIS Benefits

- **Removed** bullet point 7 under “Benefits for service providers” as it is not applicable (p. 5).
 - Provides access to a statewide database of service providers, allowing agency staff to easily select a referral agency.

Section 2.1 PARTNER AGENCY REQUIREMENTS

- **Changed** wording about who will be granted HMIS access (p. 5).
 - Requests for HMIS access will be granted to agencies ~~that have a business interest in the HMIS~~ **whose main role is to provide services directly to persons experiencing homelessness and/or whose housing contributes to the bed coverage in HMIS required by HUD.**
- **Added** wording on how to become a Partner Agency (p. 5).
 - To become a partner Agency, the agency must **meet with the HMIS Lead Agency and** complete the Participation Agreement Documents listed below.
- **Added** wording about Participation Agreement documents (p. 5).
 - Partner Agencies must complete the following documents **prior to being given access to HMIS and annually.**
- **Added** wording about password use (p. 6).
 - **Passwords may not be used if they are easily guessed, found in a dictionary, or if you are aware it has been previously compromised.**
- **Added** wording about what is considered a trusted device (p. 7).
 - Non-shared work **sanctioned** computer, tablet, or **smartphone.**
- **Added** wording about what is not considered a trusted device (p. 7).
 - **Non-work sanctioned devices**
- **Added** a sentence under “Please note” regarding trusted devices (p. 7).
 - **A trusted device may use a secure, password protected, private Wi-Fi hotspot in a public location.**

Section 2.2 USER ROLES AND RESPONSIBILITIES

- **Added** wording in number 1 of “Program Information” (p. 8).
 - Maintain data quality by ensuring that **all required data elements, including** Universal Data Elements, **program specific data elements, and CoC required data elements**, are complete and accurate for every individual served by the agency and entered in HMIS.
- **Changed** wording in number 3 of “Agency Communication with ICA” (p. 9)
 - ~~Determine the appropriate user access role and communicate these requirements to the System Administrator.~~ **Identify and communicate agency needs for user access regarding data entry and reporting requirements.**
- **Added** wording to number 10 under “HMIS User Responsibilities” (p. 9).
 - **Follow your agency’s policy regarding the use of the HMIS** Release of Information needed for sharing client data.
- **Added** five additional responsibilities under “HMIS User Responsibilities” (p. 9).
 - **8. Do not send personally identifying client level HMIS data to anyone that is not currently licensed in the HMIS. User will reach out to an HMIS System Administrator to notify them of any request for client level data.**
 - **14. HMIS Users are prohibited from editing the HMIS accounts of themselves or their immediate family members.**
 - **15. Sign the HMIS User Agreement and agree to all statements to receive and retain a license.**
 - **17. All questions, issues and concerns about HMIS operations and functionality are to be sent to ICA staff.**
 - **18. HMIS Users are not to provide formal HMIS training to other users and/or other agencies. All formal HMIS trainings will be done by current ICA staff and HMIS Users will refer any user and/or agency with HMIS training needs to ICA staff.**

Section 2.3 USER CONFLICT OF INTEREST

- **Added** a sentence at the end of the section (p. 10).
 - **For users who have their own file in HMIS and wish to view their information in HMIS, a procedure is established in 3.1 of the Baseline Privacy Standards section of this document.**

Section 2.4 USER TRAINING REQUIREMENTS

- **Changed** the wording in “Annual Training for All Users” to align with current practices (p. 11).
 - If ICA designates an Annual Training requirement, agencies and users can expect to be notified of this training through the DASH Great Lakes HMIS newsletter and be given ~~the duration of the calendar year~~ **a designated timeframe** to complete the required training.
- **Changed** the wording in “User License Suspension – Training Requirements” to align with current practices (p. 11).
 - The HMIS Lead Agency will suspend user licenses from users who do not complete their annual training requirements **within 60 days of the announced training start date** ~~by January~~

5th of the following year.

Section 2.8 HMIS LICENSE FEES

- **Changed** cost of full price license from \$300 to \$315 to reflect current billing structure as determined by Bitfocus (p. 14).
 - Agencies will be billed **\$315** for any new licenses above their previous year's determined number.
 - The full cost of a non-subsidized user license is **\$315** per year and subject to change annually as determined by the vendor.
- **Changed** cost of Looker license from \$120 to \$125 to reflect current billing structure as determined by Bitfocus (p. 14).
 - The current cost in 2026 is **\$125**.
- **Changed** cost of subsidized license from \$75 to \$85 to reflect current billing structure as determined by Bitfocus (p. 15).
 - Assuming the cost of a user license is **\$85**.
- **Changed** the math in the "Example of Licensing Fees" to reflect current billing structure as determined by Bitfocus (p. 15).

Section 2.10 HMIS OPERATING POLICIES VIOLATION

- **Moved** examples of Partner Agency violations into "Critical" and "Serious" categories (p. 16).

Section 3.1 BASELINE PRIVACY POLICY

- **Added** language to address the sharing of client data by ICA in extenuating circumstances (p. 20).
 - **In the event of extenuating circumstances (i.e., an agency abruptly ceases operations), ICA is given the authority to provide HMIS client information to another agency where said agency will be providing direct services to the clients who are affected by the extenuating circumstances. This is to ensure the continuation of services wherein if the services are not provided, the client would be detrimentally affected (i.e., loss of housing).**

Section 3.3 PARTNER AGENCY WORKPLACE REQUIREMENTS

- **Added** items 5a and 5b to further address accessing HMIS outside of the United States (p. 22).
 - **5a. A minimum of 4 weeks advance notice is required prior to the users working outside of United States and territories.**
 - **5b. Notice needs to include location(s) and duration of travel/stay outside of the United States and territories.**

Section 3.4 DATA REPORTING PARAMETERS AND GUIDELINES

- Added a bullet point to address the release of PII (p. 22-23).

- No personally identifiable client data may be released without informed consent unless otherwise specified by Wisconsin State, Illinois State, and Federal confidentiality laws. All requests for such information must be addressed to the Partner Agency where the data was collected.

Section 3.12 PROHIBITED HMIS ACTIVITIES

- **Added** language to specify that client PII should not be shared during public presentations (p. 26).
 - The use of HMIS screen sharing, screenshots, or other visuals of client personally identifiable information that are inside of the HMIS during public presentations by non-ICA staff is prohibited.

Section 4.1 MINIMUM DATA COLLECTION STANDARD

- **Added** additional details in the first paragraph (p. 26).
 - The mandatory required data elements in each assessment are displayed in red text and/or specific text indicating that field is required elements for each program are contained within the program enrollments. Any field on the enrollment screen is a required field for that program unless otherwise noted. Program Status Assessments and Annual Assessments are required by program type as described in the HMIS Data Standards.
- **Changed** the wording in the second paragraph (p. 26).
 - The Designated Agency HMIS Contacts must identify the assessments program type and funding to determine requirements for each program.

Section 7.2. DATA QUALITY PLAN AND RESPONSIBILITIES

- **Changed** meeting expectations of the HMIS Advisory Board (p. 31).
 - The group meets on a quarterly basis and Board meets at least annually.
- **Removed** bullet point 3 under “Funder Role” as it does not occur (p. 31).
 - Work with ICA staff to perform site visits yearly that will include comparing paper files to the data entered into HMIS to check for data accuracy and completeness.

Section 7.5 DATA TIMELINESS

- **Changed** the name of this section from “Data Consistency” to “Data Timeliness” and changed the word “consistency” to “timeliness” throughout this section (p. 33).
- **Moved** the paragraph that was in the previous “Data Timeliness” section (section 7.8) to this section.
 - Data shall be recorded in HMIS on a consistent and timely basis. Users shall strive for real-time, or close to real-time data entry. Real-time or close to real-time is defined by either immediate data entry upon seeing a client or data entry into the HMIS database within six calendar days (p. 34).

Section 7.6 DATA ACCURACY

- **Moved** content from the new “Data Timeliness” section (section 7.5) to this section (p. 34).
 - ICA HMIS staff will review data entries in the database quarterly for duplicate entries and merge any duplicate client records found at this time. If a participating agency is consistently creating duplicate clients, the HMIS staff will contact the designated Agency Administrator to notify and address the end user creating the duplication, so future duplication can be avoided.
 - All HMIS Participating Agency client data should adhere to HMIS capitalization guidelines. HMIS end users are trained on the current method and style to enter client level data. For example, client names are entered with the first initial of the first and last name capitalized (i.e., First Last). No client name should be entered in any of the following ways:
 - ALL CAPS
 - all lower case
 - Mix of lower- and upper-case letters
 - Nicknames in the Name space (use the Alias box instead)

Section 7.7 DATA ACCURACY STANDARD

- **Changed** standard of max allowed unknown destinations from 20% for CE, ES, and Outreach to **5%** in accordance with HUD guidance (p. 35).
- **Added** additional categories for data accuracy based on most recent LSA submission (p. 35).
 - Race/Ethnicity / All Projects / 1%
 - Disability Status / All Projects / 10%
 - Domestic Violence Status / All Projects / 10%
 - Living Situation/ All Projects / 5%

Section 7.8 DATA TIMELINESS

- **Removed** this section as it is now Section 7.5.

Agency Partnership Agreement

- **Changed** “consumer(s)” and “participant(s)” to “**client(s)**” throughout the document for consistency.
- **Added** bullet point 3 under I.A. (p. 1).
 - The agency will not provide participant level data to anyone that is not licensed in HMIS, unless the client has provided written consent to do so. All documents for data sharing must be approved by ICA.
- **Added** “as needed” to bullet point 2 under I.B.2. since agencies are not required to use the HMIS ROI (p. 1).
 - The Agency shall maintain appropriate documentation, **as needed**, of Client consent to participate in the HMIS database, as required by the DASH Great Lakes HMIS Policies and Procedures.

- **Added** letter g under C.1. (p.2).
 - Will not share client level data with those that are not licensed in HMIS without the appropriate client release of information.
- **Added** letter a under C.1.b. (p. 2.).
 - Adhere to the User HMIS Conflict of Interest policy.
- Added letters F, G, and H to Part II. This is the content in 3.12 (Prohibited HMIS Activities) in the HMIS Policies & Procedures Manual (see screenshot) (p. 3).
 - F. The use of any Artificial Intelligence (AI) in the HMIS is prohibited.
 - G. The use of client level data outside of HMIS in any AI is prohibited.
 - H. The use of HMIS screen sharing, screenshots, or other visuals of client personally identifiable information during public presentations by non-ICA staff is prohibited.

3.12 PROHIBITED HMIS ACTIVITIES

The use of any Artificial Intelligence (AI) in the HMIS is prohibited. The use of client level data outside of HMIS in any AI is prohibited.

The use of HMIS screen sharing, screenshots, or other visuals of client personally identifiable information during public presentations by non-ICA staff is prohibited.

HMIS User Agreement

- **Added** wording to number 2 under “Affirm The Following” (p. 2).
 - I have received training from the HMIS Lead Agency on how to use the HMIS, in addition to subscribing to and reading the HMIS email newsletter.
- **Added** numbers 4, 5, 6, 15, and 19 under “Affirm The Following” (p. 2-3).
 - 4. I agree that I will not contact the HMIS Vendor directly and will contact the HMIS System Administrator for any HMIS questions, concerns, issues, etc.
 - 5. I agree to not show the HMIS to anyone that is not currently licensed in the HMIS. I will reach out to the HMIS System Administrator to notify them of the request.
 - 6. I agree to not send personally identifying client level HMIS data to anyone that is not currently licensed in the HMIS. I will reach out to an HMIS System Administrator to notify them of any request for client level data.
 - 15. I agree to notify my Agency HMIS Agency Contact if I am out on extended leave or vacation or leave my current position.
 - 19. I will adhere to the User HMIS Conflict of interest policy.
- **Removed** the bullet point below under “Affirm The Following” as it has been replaced by 15.
 - I agree to notify my Agency HMIS Contact if I leave my current position.

Governance Charter

- **Changed** advisory board meetings from “four times” to “**at least annually**” in 3.1 (p. 2) and letter h (p. 5) to reflect the wording in the HMIS Policies & Procedures Manual (p. 2).
 - Meetings - Advisory Board meetings will be held **at least annually**.
 - Convene a meeting of the HMIS Advisory Board **at least annually**.

Coordinated Services Agreement

- **Changed** “consumer(s)” and “participant(s)” to “**client(s)**” throughout the document for consistency.
- **Removed** “Wisconsin” from “Wisconsin HMIS Advisory Board” in the footer and updated the date approved to 05-2026.
 - Approved by the ~~Wisconsin~~ HMIS Advisory Board **05-2026**.

Consumer Privacy Notice

- **Changed** “consumer(s)” and “participant(s)” to “**client(s)**” throughout the document for consistency.
- **Added** one additional bullet point under “Please note.” (p. 1).
 - **Consent to receiving services is consent to having data entered into the DASH Great Lakes HMIS.**

HMIS Release of Information

- **Changed** “consumer(s)” and “participant(s)” to “**client(s)**” throughout the document for consistency.