

Data Exchange Framework

INFORMATION IS POWER

Webinar Series

WEBINAR 2

The DxF Data Sharing Agreement and
Policies & Procedures: An Overview

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Speaker Introductions



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Agenda

- **Vision For Data Exchange in California**
- **CalHHS Data Exchange Framework (“DxF”) Update**
- **Data Sharing Agreement and Policies & Procedures Development**
- **Data Sharing Agreement (DSA) Overview**
- **DSA Policies and Procedures (P&P) Overview**
- **DSA and P&P Next Steps**
- **Questions & Answers**



Vision for Data Exchange in California

The Vision for Data Exchange in California

Every Californian, and the health and human service providers and organizations that care for them, will have timely and secure access to usable electronic information that is needed to address their health and social needs and enable the effective and equitable delivery of services to improve their lives and wellbeing.



Highlighted Study: HIE and Patient Outcomes in Comprehensive Primary Care Plus Program

Milbank Memorial Fund released study that found that practices participating in the Comprehensive Primary Care Plus (CPC+) and a HIE reported better patient outcomes in several key metrics than practices that participated in neither.

Key Findings

- Practices participating in both CPC+ and a HIE **saw 24.1% lower risk-adjusted hospital admission rates** and **21.0% lower risk-adjusted outpatient surgery rates** compared with practices that didn't participate in either one.
- Additionally, **average lengths of stay in hospitals were 32.7% lower** and readmission rates were **30.4% lower**.

The results suggest that HIE can play an integral role in supporting value-based care and improving patient outcomes.

Sample group: 37 primary care practices in western NY
Duration: January to December 2021

Source: Milbank Fund : [The Impact of Population Health Analytics on Health Care Quality and Efficacy Among CPC+ Participants](#)

CalHHS Data Exchange Framework (“DxF”) Update

DxF this Month

Since our first *Information is Power* webinar on September 13th, CDII and stakeholders have continued to advance DxF implementation across several domains.



Governance

- During **Implementation Advisory Committee (IAC) Meeting #1**, discussed key DxF implementation initiatives, including the development of additional DSA P&Ps, the DxF Grant Program, and the Qualified Health Information Organization (QHIO) Program.



DSA P&P Development

- During **DSA P&P Subcommittee Meeting #1**, discussed prioritization of P&P topics for development by early 2022, and the content of three P&Ps in development (Information Blocking, Monitoring and Auditing, and Required Transaction Patterns).



DxF Grants

- Released a **DxF Educational Initiative Grant RFA** on September 30th.
- Hosted **DxF Grant Listening Sessions** to gather input from participants on DxF implementation challenges, technical assistance opportunities to address those challenges, and the administration of the grant program.
- Planning for **technical assistance/HIO onboarding grant** release Q1 and Q2 of 2023.



QHIO

- Developing **QHIO qualification criteria**, along with a draft application, for public comment in early 2023.
- Developing **QHIO program details** (e.g., guiding principles, attestation process) for presentation and discussion during IAC meeting #2 on 11/3.

Meeting materials and information are available on the CalHHS DxF [website](#)

Data Sharing Agreement and Policies & Procedures Development

DSA and P&Ps Development Background

In July 2022, CalHHS/CDII published the DxF Data Sharing Agreement (DSA) and its initial Policies & Procedures (P&Ps), informed by a year-long stakeholder engagement process.

DxF Data Sharing Agreement (DSA)

A legal agreement that a broad spectrum of health organizations are required to execute by January 31, 2023

- ✓ Streamlined document that focuses on the key legal requirements

Policies & Procedures (P&Ps)

Rules and guidance to support “on the ground” implementation

- ✓ Detailed implementation requirements
- ✓ Will evolve and be refined over time through a participatory governance process involving stakeholders

The DSA & P&Ps were developed to align with and build upon existing state and federal data exchange laws, regulations, and initiatives where possible (e.g., HIPAA, TEFCA, CalDURSA).

DSA Table of Contents

The DSA sets out, through its 17 sections, foundational definitions and expectations for health and human service data sharing in California.

Data Sharing Agreement (DSA)

DSA Table of Contents

1. Parties
2. Purpose and Intent
3. Definitions
- 4. Use of Health & Social Services Information**
5. Policies & Procedures and Specifications
- 6. Authorizations**
- 7. Requirement to Exchange Health & Social Services Information**
- 8. Privacy and Security**
- 9. Minimum Necessary**
- 10. Individual Access Services**
- 11. Cooperation and Non-Discrimination**
- 12. Information Blocking**
- 13. Legal Requirements**
- 14. Representation and Warranties**
- 15. Term, Suspension, and Termination**
- 16. Participant Liability**
17. Miscellaneous/General Provisions

Bold indicates DSA sections that are summarized in this presentation.

P&Ps Table of Contents

The DSA is supported by eight P&Ps that were simultaneously released in July 2022. CalHHS/CDII is working with stakeholders to draft an additional five P&Ps for release in early 2023.

Data Sharing Agreement (DSA)

DSA Table of Contents

1. Parties
2. Purpose and Intent
3. Definitions
4. Use of Health & Social Services Information
5. Policies & Procedures and Specifications
6. Authorizations
7. Requirement to Exchange Health & Social Services Information
8. Privacy and Security
9. Minimum Necessary
10. Individual Access Services
11. Cooperation and Non-Discrimination
12. Information Blocking
13. Legal Requirements
14. Representation and Warranties
15. Term, Suspension, and Termination
16. Participant Liability
17. Miscellaneous/General Provisions

Policies & Procedures (P&Ps)

Initial P&Ps *(released in July 2022)*

1. Amendment of DSA
2. Development of and Modifications to Policies & Procedures
3. Breach Notification
4. Permitted, Required, and Prohibited Purposes
5. Requirement to Exchange Health & Social Services Information
6. Privacy and Security Safeguards
7. Individual Access Services
8. Data Elements to Be Exchanged

Prioritized Future P&Ps *(release in early 2023)*

1. Information Blocking
2. Monitoring and Auditing
3. Required Transaction Patterns and Technical Requirements for Exchange
4. Real-Time Data Exchange
5. Qualified HIO Designation Process

DSA and P&Ps Table of Contents

Certain DSA Sections are further described in P&Ps.

Data Sharing Agreement (DSA)	Policies & Procedures (P&Ps)
<p style="text-align: center;">DSA Table of Contents</p> <ol style="list-style-type: none"> 1. Parties 2. Purpose and Intent 3. Definitions 4. Use of Health & Social Services Information 5. Policies & Procedures and Specifications 6. Authorizations 7. Requirement to Exchange Health & Social Services Information 8. Privacy and Security 9. Minimum Necessary 10. Individual Access Services 11. Cooperation and Non-Discrimination 12. Information Blocking 13. Legal Requirements 14. Representation and Warranties 15. Term, Suspension, and Termination 16. Participant Liability 17. Miscellaneous/General Provisions 	<div style="background-color: #F4A460; padding: 5px; text-align: center;">Initial P&Ps <i>(released in July 2022)</i></div> <ol style="list-style-type: none"> 1. Amendment of DSA 2. Development of and Modifications to Policies & Procedures 3. Breach Notification 4. Permitted, Required, and Prohibited Purposes 5. Requirement to Exchange Health & Social Services Information 6. Privacy and Security Safeguards 7. Individual Access Services 8. Data Elements to Be Exchanged <div style="background-color: #F4A460; padding: 5px; text-align: center;">Prioritized Future P&Ps <i>(release in early 2023)</i></div> <ol style="list-style-type: none"> 1. Information Blocking 2. Monitoring and Auditing 3. Required Transaction Patterns and Technical Requirements for Exchange 4. Real-Time Data Exchange 5. Qualified HIO Designation Process

Data Sharing Agreement Overview



This overview of the DSA is intended for educational purposes. Please refer to the full DSA posted on the [DxF website](#) for formal requirements.

The DxF Data Sharing Agreement

AB 133 required the establishment of a single data sharing agreement and a common set of policies and procedures that govern and require the exchange of health information.

The DxF Data Sharing Agreement (DSA) is:

- A legal agreement that a broad spectrum of health organizations will be required to execute by January 31, 2023, with data sharing beginning by January 31, 2024 or January 31, 2026, depending on the participant type.
- Intended to facilitate data exchange between Participants in compliance with applicable federal, state, and local laws, regulations and policies.
- Sets forth a common set of terms, conditions, and obligations to support secure real-time access to, or exchange of, Health and Social Services Information between and among Participants.

The DSA is not intended to replace or supersede any existing or future agreement between or among Participants that provides for more extensive data exchange than the DSA requires.

Who Has to Sign the DxF DSA?

#	Required Signatory Type
1	General acute care hospitals , as defined by Section 1250.
2	Physician organizations and medical groups.*
3	Skilled nursing facilities , as defined by Section 1250, that currently maintain electronic records.
4	Health care service plans and disability insurers that provide hospital, medical, or surgical coverage that are regulated by the Department of Managed Health Care or the Department of Insurance. This section shall also apply to a <u>Medi-Cal managed care plan under a comprehensive risk contract</u> with the State Department of Health Care Services pursuant to Chapter 7 (commencing with Section 14000) or Chapter 8 (commencing with Section 14200) of Part 3 of Division 9 of the Welfare and Institutions Code that is not regulated by the Department of Managed Health Care or the Department of Insurance.
5	Clinical laboratories , as that term is used in Section 1265 of the Business and Professions Code, and that are regulated by the State Department of Public Health.
6	Acute psychiatric hospitals , as defined by Section 1250.

*Additional guidance and rulemaking will be needed to more precisely define what entities in this Signatory Type are subject to the mandate, and whether they are regulated by a state agency.

This overview of the DSA is intended for educational purposes. Please refer to the full DSA posted on the [DxF website](#) for formal requirements.

DSA Section #4

Use of Health & Social Services Information



Purpose

- To set forth the required, permitted, and prohibited purposes for which Participants exchange Health and Social Services Information (HSSI)



Overview

- Provides that the purposes for which Participants shall or may acquire, access, use and disclose HSSI pursuant to the DSA, and the purposes for which Participants may not acquire, access, use and disclose Health and Social Services Information pursuant to the DSA, are set forth in the Required, Permitted and Prohibited Purposes P&P.



Key Definitions

- **Health and Social Services Information:** any and all information received, stored, processed, generated, used, transferred, disclosed, made accessible, or shared pursuant to the DSA, including but not limited to:
 - a) Data Elements as set forth in the applicable Policy and Procedure;
 - b) Information related to the provision of health care services, including but not limited to PHI; and
 - c) Information related to the provision of social services.
 HSSI may include PHI, PII, deidentified data (as defined in the HIPAA Regulations at 45 C.F.R. § 164.514), anonymized data, pseudonymized data, metadata, digital identities, and schema.

DSA Section #6

Authorizations



Purpose

- To require Participants to obtain patient consents and authorizations required by law.



Overview

- Participants must obtain an Authorization prior to disclosing Protected Health Information (PHI) or Personally Identifiable Information (PII) if required under Applicable Law. Any disclosure by a Submitter shall be deemed an express representation that the Submitter has obtained all Authorizations required under Applicable Law.



Key Definitions

- “**Applicable Law**” means all federal, state, local, or tribal laws and regulations then in effect and applicable to the subject matter herein. For the avoidance of doubt, federal government entities are only subject to federal law.
- “**Submitter**” means a Participant that submits HSSI to a Recipient.
- “**Recipient**” means a Participant that receives HSSI from a Submitter. For example, Recipients include, but are not limited to, Participants who receive queries, responses, subscriptions, publications or unsolicited messages.

DSA Section #7

Requirement to Exchange HSSI



Purpose

- To require Participants to exchange HSSI either through a Qualified HIO, another entity, or their own technology.



Overview

- Participants must engage in the exchange of HSSI as set forth in the Policies and Procedures, either through a Qualified HIO, another entity, or through the Participant's own technology.
- Participants must exchange in the real-time exchange of Health and Social Services in accordance with the Policies and Procedures.

DSA Section #8

Privacy and Security



Purpose

- To require Participants adequately protect the confidentiality of an individual's personal information.



Overview

- Participants are responsible for maintaining a secure environment that supports the exchange of PHI or PII as set forth in the Policies and Procedures.
- Participants shall use tools and resources made available by the California Health and Human Services Agency to help Individual Users understand the benefits of information sharing.



Key Definitions

- **"Individual User"** means the person who is the subject of PHI or PII.

DSA Section #9

Minimum Necessary



Purpose

- To protect the privacy of data and not disclose more data than necessary.



Overview

- Any use or disclosure of PHI or PII must be limited to the minimum PHI or PII necessary to achieve the purpose for which the information is shared, except where limiting such use or disclosure to the minimum necessary:
 - i. is not feasible,
 - ii. is not required under the HIPAA Regulations or any other Applicable Law,
 - iii. is made to an Individual User or with such Individual User's authorization, or
 - iv. is otherwise permitted under Applicable Law.

DSA Section #10

Individual Access Services



Purpose

- To provide Individual Users the right to access their health information.



Overview

- An Individual User has the right to inspect, obtain a copy of, and have bidirectional electronic access to, PHI or PII about the Individual User as set forth in the Policies and Procedures and to the extent consistent with Applicable Law.

DSA Section #11

Cooperation & Non-Discrimination



Purpose

- To ensure that Participants cooperate with other Participants and the Governance Entity in the implementation of the DSA.



Overview

- Each Participant must (among other things):
 - Actively engage in the bilateral exchange of information
 - As reasonably requested by the Governance Entity, meet with, respond to and advise the Governance Entity on DSA-related activities
 - Reasonably assist the Governance Entity with any DSA-related activities and with any investigations of breaches and disputes
 - Not unfairly or unreasonably limit exchange or interoperability with any other Participant or Individual User.



Key Definitions

- **Governance Entity:** the entity within CalHHS established to oversee the California Data Exchange Framework, the Framework's Data Sharing Agreement and its Policies and Procedures.

DSA Section #12

Information Blocking



Purpose

- To prohibit actions that are likely to interfere with access, exchange, or use of HSSI.



Overview

- Participants must comply with the information-blocking provisions set forth in the Policies and Procedures.

DSA Section #13

Legal Requirements (1/3)



Purpose

- To set forth certain additional legal requirements that apply to the Data Exchange Framework.



Overview

- Participants must cooperate with the Governance Entity in its monitoring and auditing activities and must provide, upon request, complete and accurate information in the furtherance of its monitoring and auditing activities.
- To the extent that any information provided by Participants constitutes Confidential Participant Information, the Governance Entity must hold such information in confidence and shall not redisclose such information to any person or entity except as required by Applicable Law.

DSA Section #13

Legal Requirements (2/3)



Key Definitions

- **“Confidential Participant Information”** shall mean proprietary or confidential materials or information of a Participant in any medium or format that a Participant labels as such upon disclosure or that given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered confidential.
- Notwithstanding any label to the contrary, "Confidential Participant Information" does not include any information which:
 - Is or becomes known publicly through no fault of the party to which such information is disclosed (a “Receiving Party”);
 - Is learned of by a Receiving Party from a third party entitled to disclose it;
 - Is already known to a Receiving Party before receipt from the disclosing Participant as documented by the Receiving Party’s written records; or
 - Is independently developed by a Receiving Party without reference to, reliance on, or use of the disclosing Participant’s Confidential Participant Information.

DSA Section #13

Legal Requirements (3/3)



Key Consideration

- **Nothing in the DSA prohibits an Individual User or an Individual User's Personal Representative from opting out** of having the Individual User's PHI or PII exchanged pursuant to the DSA.

DSA Section #14

Representations & Warranties



Purpose

- Sets forth certain representations and warranties made by Participants in executing the DSA.



Overview

- Each Participant makes the following representations and warranties:
 - *Execution*: Each Participant has the power and authority to enter into the DSA.
 - *Compliance*: Each Participant will fully comply with the DSA.
 - *Accuracy of HSSI*: Each Participant represents that if transmitting data, such data will be an accurate representation of the data contained in or available through its system.
 - *Third Party Technology*: Any contracted third-party technology vendor must adhere to the same privacy and security standards applicable to a Participant under the DSA.

DSA Section #15

Term, Suspension and Termination



Purpose

- To set forth term, termination and suspension provisions.



Overview

- To set forth how long the DSA shall be in effect and under what circumstances a Participant may terminate the DSA.
 - *Term*: Perpetual.
 - *Termination*: A Participant not legally obligated to sign the DSA can terminate the agreement upon 10 business days' written notice.
 - *Enforcement Action*: Governance Entity may enforce any portion of the DSA through measures set forth in the Policies and Procedures. Measures may include suspension or termination of a Participant's right to exchange HSSI under the Data Sharing Agreement.

DSA Section #16

Participant Liability



Purpose

- To clarify a Participant's scope of liability under the DSA.



Overview

- Each Participant is responsible for its acts and omissions and not for the acts or omissions of any other Participant.
- Notwithstanding any provision in the DSA to the contrary, Participant shall not be liable for any act or omission if a cause of action for such act or omission is otherwise prohibited by Applicable Law.

Policies & Procedures Overview



This overview of the P&Ps is intended for educational purposes. Please refer to the full P&Ps posted on the [DxF website](#) for the formal requirements.

Policies and Procedures

Published P&Ps

The first set of eight P&Ps were published in July 2022.

#	Topic	Description
1	Amendment of DSA	Sets forth process for amending the DSA.
2	Development of and Modifications to P&Ps	Sets forth process for developing new P&Ps and modifying existing P&Ps.
3	Breach Notification	Sets forth definition of Breach and the obligations of Participants in the event of a Breach, including breach notification timelines.
4	Permitted, Required, & Prohibited Purposes	Sets forth the purposes for which Participants shall, may, and may not exchange HSSI under the DSA.
5	Requirement to Exchange Health & Social Services Information (HSSI)	Sets forth requirements for Participants to exchange HSSI.
6	Privacy and Security Safeguards	Sets forth the privacy standards and security safeguards Participants must comply with in connection with the exchange of HSSI under the DSA.
7	Individual Access Services	Sets forth requirements for Participants to provide Individual Users or their Personal Representatives access to the Individual User's PHI or PII.
8	Data Elements to be Exchanged	Sets forth the data elements that Participants must make available or exchange, at a minimum.

P&P #1

Process for Amending the DSA



Purpose

- To set forth the procedures for amending the DSA.



Overview

- Any member of the Governance Entity, Participant or any other stakeholder that the Governance Entity deems appropriate may submit in writing to the Governance Entity a request for an amendment to the DSA.
- Governance Entity will define criteria for which requests for proposed amendments merit consideration.
- Prior to approving amendments, the Governance Entity will solicit and consider comments from the Participants.
- Following the Governance Entity's approval of the amendment to the DSA, the Participants shall be given at least 45 calendar days to review the approved amendment and register objections.
- Unless a shorter time period is necessary to comply with applicable law, the Governance Entity will circulate the amendment to all of the Participants at least 180 calendar days prior to the effective date of the amendment.

P&P #2

Development of and Modifications to Policies and Procedures



Purpose

- To set forth the procedures for amending the P&Ps.



Overview

- Any Participant or other stakeholder the Governance Entity deems appropriate may submit a request for a new, amended or repealed P&P.
- Prior to approving any new, amended, repealed or replaced P&P, the Governance Entity shall solicit and consider comments.
- Following the Governance Entity's approval of the new, amended, repealed or replaced P&P, the Participants shall be given at least 45 calendar days (unless a shorter time is necessary to comply with applicable law) to review the P&P and provide written comments to the Governance Entity.
- Unless a shorter time period is necessary to comply with applicable law, the Governance Entity will provide 180 calendar days' notice of the new, amended, repealed or replaced P&P.

P&P #3

Breach Notification



Purpose

- Procedure by which **the Participants** and the Governance Entity will fulfill their respective Breach notification obligations under the DSA.



Overview

- In the event of a Breach, Participants must notify and provide a written report to the Governance Entity and all Participants impacted by the Breach.
- Complying with breach notification obligations under the DSA does not relieve Participants from any other breach reporting requirements under applicable law, including laws relating to consumer notifications.



Key Definitions

- **“Breach”** shall mean the unauthorized acquisition, access, disclosure or use of HSSI in a manner not permitted by the DSA or Applicable Law. This includes both:
 1. Unencrypted data that was, or is reasonably believed to have been, acquired by an unauthorized person, and
 2. Encrypted data that was, or is reasonably believed to have been, acquired by an unauthorized person and the encryption key or security credential was, or has been reasonably believed to have been, acquired by an unauthorized person and the agency that owns or licenses the encrypted information has a reasonable belief that the encryption key or security credential could render that data readable or usable.

P&P #4

Permitted/Required/Prohibited Purposes



Purpose

- Set forth the purposes for which Participants are required and/or permitted to exchange HSSI under the Data Exchange Framework, and the purposes for which Participants are prohibited from exchanging HSSA under the Data Exchange Framework.



Overview

- **Required Purposes:** Participants are required to exchange and provide access to HSSI for Treatment, Payment, Health Care Operations and Public Health Activities.
 - HIPAA permits exchange for such purposes; the DSA requires it.
- **Permitted and Prohibited Purposes:** Except for accessing HSSI to sell data or to take any adverse action against an individual (e.g., limit access to medical services or discriminate), Participants may exchange HSSI for any other purpose.



Key Definitions

- **Treatment and Payment** shall have the same definition set forth in HIPAA.
- **Health Care Operations** shall include the following activities as set forth under HIPAA Regulations: Quality Assessment and Improvement Activities and Population-based activities.
- **Public Health Activities** shall have the same definition set forth in HIPAA but excludes oversight activities (e.g., audits, investigations) other than enforcement activities by a county health officer that are authorized under Cal. Health & Safety Code § 101030 (e.g., preventing spread of contagious diseases).

P&P #5

Requirement to Exchange HSSI



Purpose

- To set forth the responsibilities of Participants to respond to requests for HSSI pursuant to the Data Exchange Framework.



Overview

- All Participants must respond to requests for HSSI made by other Participants.
- Clarifies that the Data Exchange Framework is intended to be technology agnostic.
- Participants must exchange HSSI in accordance with the following timelines:
 - January 31, 2024
 - Healthcare organizations specified in AB 133 (except those with a January 31, 2026, effective date)
 - Health information networks, health information organizations, health information service providers and electronic health records technology providers.
 - January 31, 2026:
 - Physician practices of fewer than 25 physicians, rehabilitation hospitals, long term acute care hospitals, acute psychiatric hospitals, critical access hospitals, rural general acute care hospitals with fewer than 100 acute care beds, state-run acute psychiatric hospitals, and any nonprofit clinic with fewer than 10 health care providers
 - Governmental Participants
 - Social Services Organizations

P&P #6

Privacy Standards and Security Safeguards



Purpose

- To require each Participant to use appropriate safeguards to protect the privacy of PHI or PII.



Overview

- If the Participant is not a Covered Entity, a covered component of a Hybrid Entity or a Business Associate, the Participant must comply with the provisions of the HIPAA Regulations at 45 C.F.R. part 164, subparts C and E, as if it were acting in the capacity of a Business Associate.
- Each Participant shall be responsible for maintaining a secure environment that supports the exchange of PHI or PII pursuant to the DSA.
- Prior to the use, access, or disclosure of behavioral health information, the Participant must implement appropriate administrative, physical, and technical safeguards that protect the confidentiality, integrity, and availability of such information in accordance with applicable law, including 42 C.F.R. Part 2 and the Lanterman-Petris-Short Act).
- Each Participant must train its staff (including contractors) on privacy and security policies before granting access to PHI or PII.

P&P #7

Individual Access Services



Purpose

- To require Participants to provide individuals with access to their PHI or PII.



Overview

- To the extent permitted by applicable law, an individual or their Personal Representative has a right of access to inspect and obtain a copy of PHI or PII about the individual, for as long as the PHI or PII is maintained by a Participant.
- Participants must respond to a request by individual to add self-reported HSSI to the individual's health records, and must have a process to correct inaccurate information and for reconciling discrepancies in such records to ensure accuracy.
- If a Participant doesn't maintain the PHI or PII that is requested and the Participant knows where the requested information is maintained, the Participant must inform the individual or their Personal Representative.

P&P #8

Data Elements to be Exchanged



Purpose

- To define the HSSI to which access is to be provided or that is to be exchanged by Participants.



Overview

- Signatories to the DSA, whether mandatory or voluntary, must make available or exchange, at a minimum:
 - For health care providers, county health facilities, and public health agencies, all Electronic Health Information (EHI) as defined in 45 CFR 171.102, including data elements in the United States Core Data for Interoperability (USCDI) Version 2;
 - For health plans, adjudicated claims, encounter data, and clinical data as defined in USCDI, including cost information if providing access to or exchanging data for Individual Access Services;
 - For intermediaries, the data elements required of their health care provider, health plan, county health facility, and/or public health agency participants; and
 - For all other Participants, data elements in USCDI Version 2.
- All Participants must use standardized data element formats, terminologies, and code sets identified in USCDI Version 2 or in applicable national and federally adopted standards published in the Standards Version Advancement Process.
- A Participant is required to provide access to or exchange of HSSI if and only if it has access to, control over, and authority to share the data.

DSA and P&P Next Steps

P&Ps Under Development

Additional P&Ps will be needed to support DxF implementation, potentially including those listed below.

#	Prioritized Topics for Near-Term Development
1	Information Blocking
2	Monitoring and Auditing
3	Required Transaction Patterns and Technical Requirements for Exchange
4	Real-Time Data Exchange
5	Qualified HIO Designation Process

Other Potential P&P Topics
<ul style="list-style-type: none"> Dispute Resolution Authorizations Consent Management Enforcement Rules-Based Access Implementation and On-Boarding Data Quality Obligations to Cooperate with Respect to the DxF

P&Ps Development Process & Timeline

Prioritized P&Ps will be developed in two sets with input from the DSA P&P Subcommittee, IAC, and the public.*

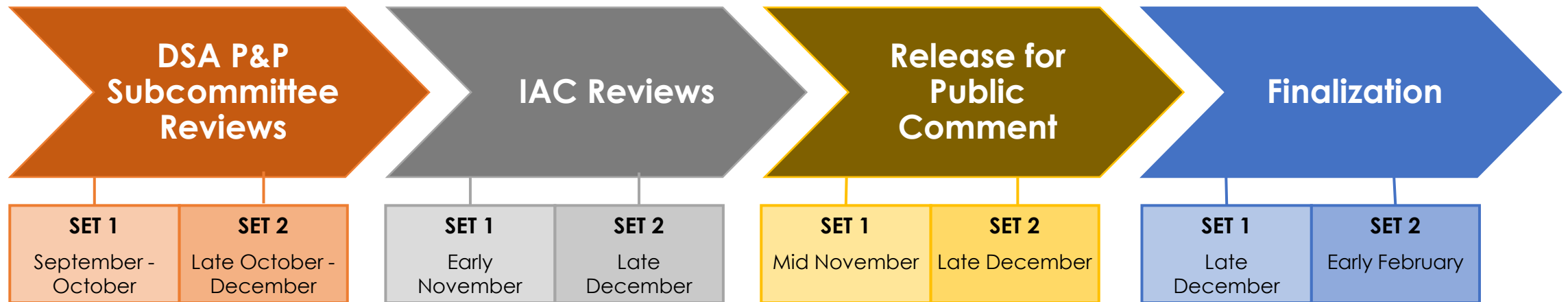
Set 1:

- Information Blocking
- Monitoring and Auditing

Set 2:

- Real-Time Data Exchange
- Required Transaction Patterns and Technical Requirements for Exchange
- Qualified HIO Designation Process

CalHHS Incorporates Throughout Development



*Timeframes depicted on this slide are subject to change

Signing the DSA

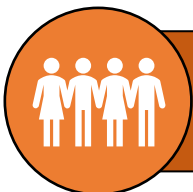
CDII anticipates both mandatory and voluntary signatories may begin executing the DSA in November. All mandatory signatories are required by AB-133 to execute the DSA by 1/31/2023.

- CDII is creating a web-based self-service application to sign the DSA electronically. Organizations wishing to execute the DSA will need to determine:
 - Who is authorized to sign the DSA within your organization.
 - What facilities or subordinate entities are included in the DSA; a signatory may sign on behalf of multiple facilities/entities if authorized.
 - Information about the individual signing, their organization, their contact information, and all subordinate entities will need to be listed on the DSA prior to signing.
- The link to the application will be posted on the DxF [website](#).
- Mandatory signatories should be reviewing the DSA now to plan for executing it by 1/31/2023 and complying with its provisions and associated P&Ps.
 - Organizations may not negotiate changes to the DSA prior to execution.
 - Organizations should continue to monitor development of P&Ps through the coming months.

Benefits of Signing the DSA

The DxF lays the foundation for the seamless exchange of data to improve the health and well-being of Californians.

<p>Consumers will have better and more timely access to their health and human services data to inform decisions about their health.</p>	<p>Providers will have more timely and complete access to the health and human services data of the individuals they serve, to better inform treatment discussions, coordinate and support of whole person care.</p>	<p>Health plans will have better access to clinical and social data to drive population health management activities.</p>	<p>County and community-based organizations will have a more complete picture of the clients they serve and a better understanding of their health and social needs.</p>
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All stakeholders will have added reassurance that health and human services data are being safely and securely across California.

Questions + Answers

Stay Involved

- 1. Join our next Information is Power webinar on the DxF Grant Program on November 22, 11:30AM to 12:30PM.**
- 2. Participate in IAC or DSA P&P SC meetings.**
 - **DSA P&P SC Meeting #2:** October 25, 2022, 10:00 AM to 12:30 PM.
 - **IAC Meeting #2:** November 3, 2022, 10:00 AM to 1:00 PM.
 - Meeting materials, participation information, and recordings will be posted on the [CalHHS DxF website](#).
- 3. Join mailing list by emailing cdii@chhs.ca.gov.**
 - CDII welcomes suggestions for future webinar topics.