



# Overview: Understanding the Data Exchange Framework and Data Sharing Agreement Requirements under AB133

*Thursday, December 1 from 12 pm – 12:45 pm PDT*



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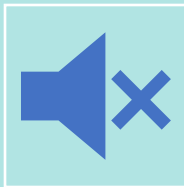
Director, Health Policy

Member, CalHHS DxP Implementation  
Advisory Committee



**Manifest**  
MEDEX

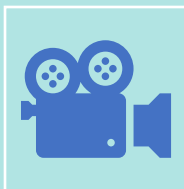
# WEBINAR HOUSEKEEPING



All lines are muted.



You may submit a question at any time through the Q&A box located at the bottom center of your screen.

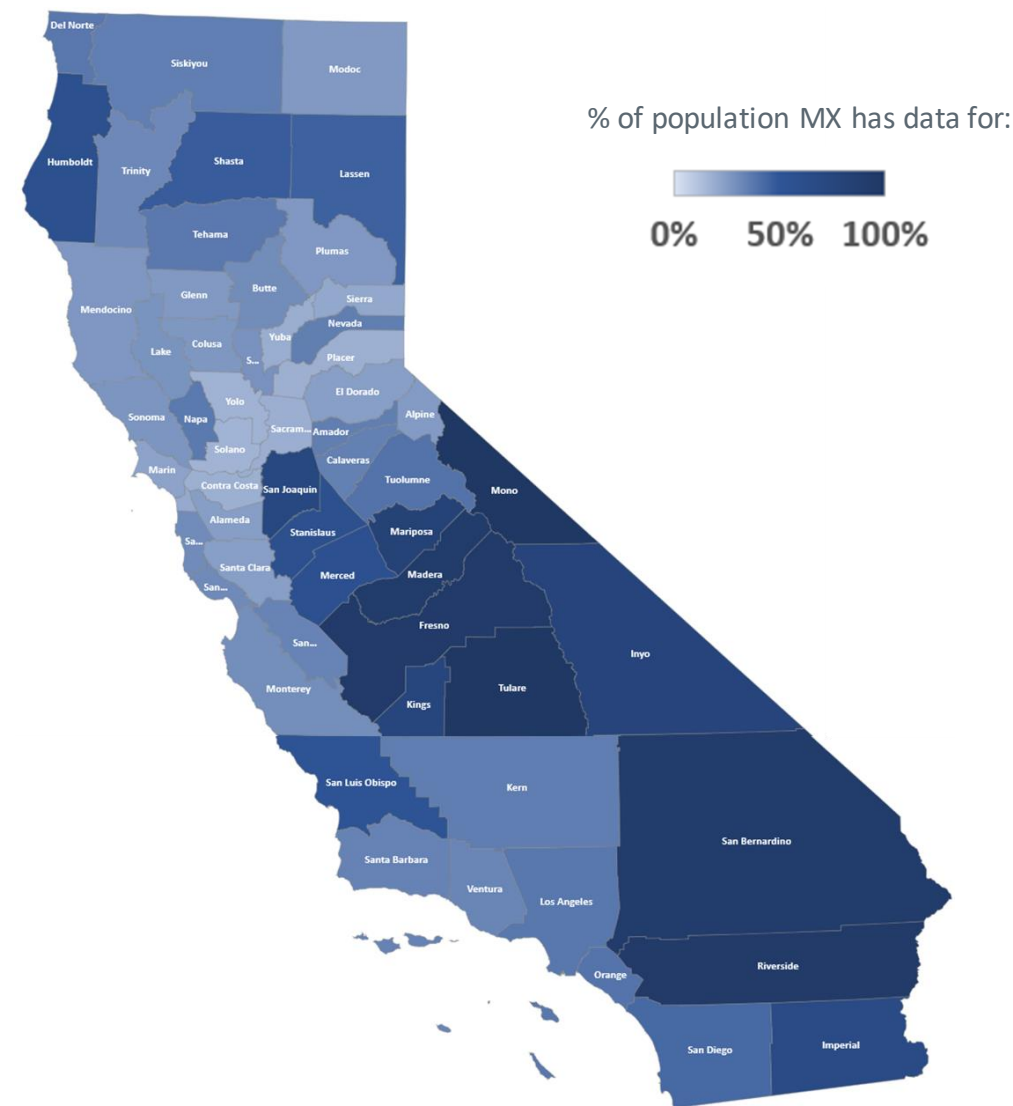


This session will be recorded. It will be available to attendees via email, added to our website, and shared via social media.



## ABOUT MANIFEST MEDEX

- One of several independent, nonprofit health information organizations (HIOs), serving all of California
- Combine and deliver crucial health information for more than 32 million Californians across 13 health plans, 125+ hospitals, and 1800+ providers
  - Longitudinal patient records
  - Admission, discharge, and transfer (ADT) notifications
  - Population health analytics
- Mission: provide every healthcare organization in California with the information they need to improve care, enhance health, and lower costs





## AGENDA

- California Data Exchange Framework and Data Sharing Agreement
  - Background
  - Required entities
  - Required health data elements to be exchanged
  - Technology that can be used to exchange health information
  - TBDs
- What does this mean for my organization?
- Q&A





# CalHHS Data Exchange Framework and Data Sharing Agreement

Background, Required Entities, Required Health Data Elements to be Exchanged



# SINGLE DATA SHARING AGREEMENT & POLICIES AND PROCEDURES

**Assembly Bill 133** is state law requiring establishment of the [California Health and Human Services Data Exchange Framework \(DxF\)](#)

The DxF, published on July 5<sup>th</sup> by the California Health and Human Services Agency (CalHHS), comprises:

## ➤ **DxF Data Sharing Agreement (DSA)**

- A legal agreement that a broad spectrum of health organizations execute by January 31, 2023
- Sets forth a common set of terms, conditions, and obligations to support secure, real-time access to and exchange of Health and Social Services Information

## ➤ **Policies and Procedures (P&Ps)**

- Rules and guidance to support the “on the ground” implementation requirements
- Will evolve and be refined over time through a participatory governance process involving stakeholders
- First set of eight (8) published on July 5<sup>th</sup>; however, additional P&Ps will be needed to support DxF implementation

The full text for both the DSA and P&Ps published to date can be found on the [CalHHS website](#)



## KEY QUESTIONS & ANSWERS FOUND IN DXF DOCUMENTS

### ➤ **ASSEMBLY BILL 133** (*WHO?*)

#### ➤ Initial P&Ps

- **OPP-04:** Permitted, Required, and Prohibited Purposes (*WHY?*)
- **OPP-05:** Requirement to Exchange Health and Social Services Information (*WHEN/HOW?*)
- **OPP-08:** Data Elements to Be Exchanged (*WHAT?*)

#### ➤ Other important P&Ps published to date:

- **OPP-06:** Privacy and Security Safeguards
- **OPP-07:** Individual Access Services



## AB 133 REQUIREMENTS FOR HEALTH CARE ENTITIES (*WHO?*)

- By **January 31, 2023**, AB 133 requires DSA to be **signed by**:
  - General acute care hospitals
  - Physician organizations and medical groups
  - Skilled nursing facilities
  - Clinical labs
  - Health care service plans, disability insurers, and Medi-Cal managed care plans
  - Acute psychiatric hospitals
- By **January 31, 2024**, many of the above entities must begin to **implement and comply with** the DSA by “exchang[ing] health information or provide access to health information to and from every other entity...**in real time** as specified by CalHHS pursuant to [the DSA] for treatment, payment, or health care operations.”





## AB 133 REQUIREMENTS FOR HEALTH CARE ENTITIES (*WHO?*)

- Exempt from implementing (*but not signing*) DSA until **January 31, 2026**:
  - Practices < 25 physicians
  - Nonprofit clinics with < 10 providers
  - Hospitals: rehab, long-term acute, psychiatric, critical access, rural < 100 beds
- Other entities can sign the DSA to become a participant but **are not required** to under state law, e.g., social service organizations
- County health, public health, and social services are **encouraged** to participate in the DxF, with the intent that “all state and local public health agencies will exchange electronic health information in real time with participating health care entities”



# WHAT DATA ELEMENTS TO BE EXCHANGED

## Hospitals, clinics, and physician practices:

- (At a minimum) data elements within the United States Core Data for Interoperability (USCDI v2) and held by the entity

## Data Formats – national standards:

- HL7 Messages
- CCDA
- FHIR

## Public Health agencies that are DSA

Participants shall provide the *same clinical data as health care providers* (as permitted by law and maintained by the agency)

### Allergies and Intolerances

- Substance (Medication)
- Substance (Drug Class)
- Reaction

### Goals

- Patient Goals
- SDOH Goals

### Procedures

- Procedures
- SDOH Interventions

### Assessment and Plan of Treatment

- Assessment and Plan of Treatment
- SDOH Assessment

### Health Concerns

- Health Concerns

### Provenance

- Author Time Stamp
- Author Organization

### Immunizations

- Immunizations

### Smoking Status

- Smoking Status

### Care Team Member(s)

- Care Team Member Name
- Care Team Member Identifier
- Care Team Member Role
- Care Team Member Location
- Care Team Member Telecom

### Laboratory

- Tests
- Values/Results

### Unique Device Identifier(s) for a Patient's Implantable Device(s)

- Unique Device Identifier(s) for a Patient's Implantable Device(s)

### Medications

- Medications

### Clinical Notes

- Consultation Note
- Discharge Summary Note
- History & Physical
- Procedure Note
- Progress Note

### Patient Demographics

- First Name
- Last Name
- Previous Name
- Middle Name (including Middle Initial)
- Suffix
- Sex (Assigned at Birth)
- Sexual Orientation
- Gender Identity
- Date of Birth
- Race
- Ethnicity
- Preferred Language
- Current Address
- Previous Address
- Phone Number
- Phone Number Type
- Email Address

### Clinical Tests

- Clinical Test
- Clinical Test Result/Report

### Diagnostic Imaging

- Diagnostic Imaging Test
- Diagnostic Imaging Report

### Vital Signs

- Diastolic Blood Pressure
- Systolic Blood Pressure
- Body Height
- Body Weight
- Heart Rate
- Respiratory Rate
- Body Temperature
- Pulse Oximetry
- Inhaled Oxygen Concentration
- BMI Percentile (2 - 20 Years)
- Weight-for-length Percentile (Birth – 36 Months)
- Head Occipital-frontal Circumference Percentile (Birth - 36 Months)

### Encounter Information

- Encounter Type
- Encounter Diagnosis
- Encounter Time
- Encounter Location
- Encounter Disposition

### Problems

- Problems
- SDOH Problems/Health Concerns
- Date of Diagnosis
- Date of Resolution



# WHAT DATA ELEMENTS TO BE EXCHANGED

**Health Plans** – data as required under federal CMS Interoperability and Patient Access regulations for public programs, including but not limited to:

- Adjudicated claims (including provider remittances and enrollee cost-sharing for individual access services)
- Encounters with capitated providers
- Clinical data *as defined in the USCDI v2*, including laboratory results (when maintained by the impacted payer)

## USCDI v2 Summary of Data Classes and Data Elements

### Allergies and Intolerances

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## WHEN, WHY, AND HOW MUST DATA BE SHARED?

- **OPP-05 DUTY TO RESPOND:** DSA Participants must “**respond to requests** for Health and Social Services Information made by other Participants when **required** under [OPP-04]”
- **OPP-04:** “Participants are **required** to exchange...and/or provide access to Health and Social Services Information pursuant to the Data Exchange Framework” for:
  - **Treatment**
  - **Payment**
  - Subset of **Health Care Operations** (if each entity either has or had a relationship with the Individual User...and the [information] pertains to such relationship)
  - **Public Health Activities**

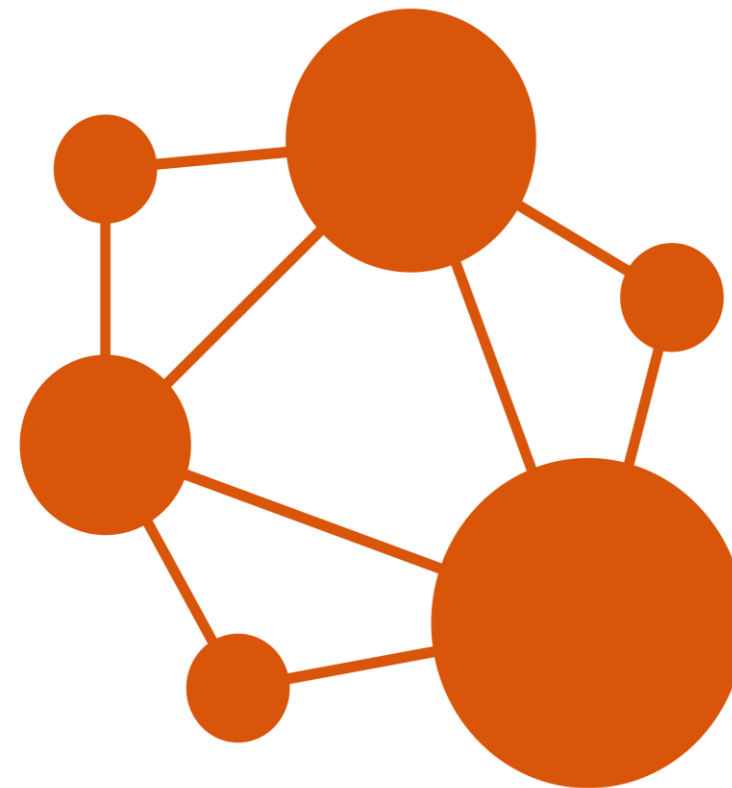
as those terms are defined [under federal HIPAA regulations]

- **OPP-07:** “**Individual Access Services** shall mean the services provided to satisfy the right of an Individual User...to access and to obtain a copy of the Individual User’s PHI or PII or to direct that it be sent to a third party”
  - Each Participant that receives a request from an Individual User for whom it maintains PHI or PII **must provide such Individual User with Individual Access Services**
  - Participants **must respond to the Individual User’s request** that self-reported Health and Social Services Information be added to the Individual User’s health records, and must have a process to correct inaccurate information and for reconciling discrepancies



## WHAT TECHNOLOGY CAN BE USED TO EXCHANGE HEALTH INFORMATION?

- The DxF is “technology agnostic” and allows DSA signatories to meet data-sharing obligations through their own technology or through choosing an intermediary that provides for data exchange
- The State will develop criteria to identify and designate intermediaries known as **Qualified Health Information Organizations (QHIOs)** that have demonstrated their ability to meet DxF/DSA data exchange requirements

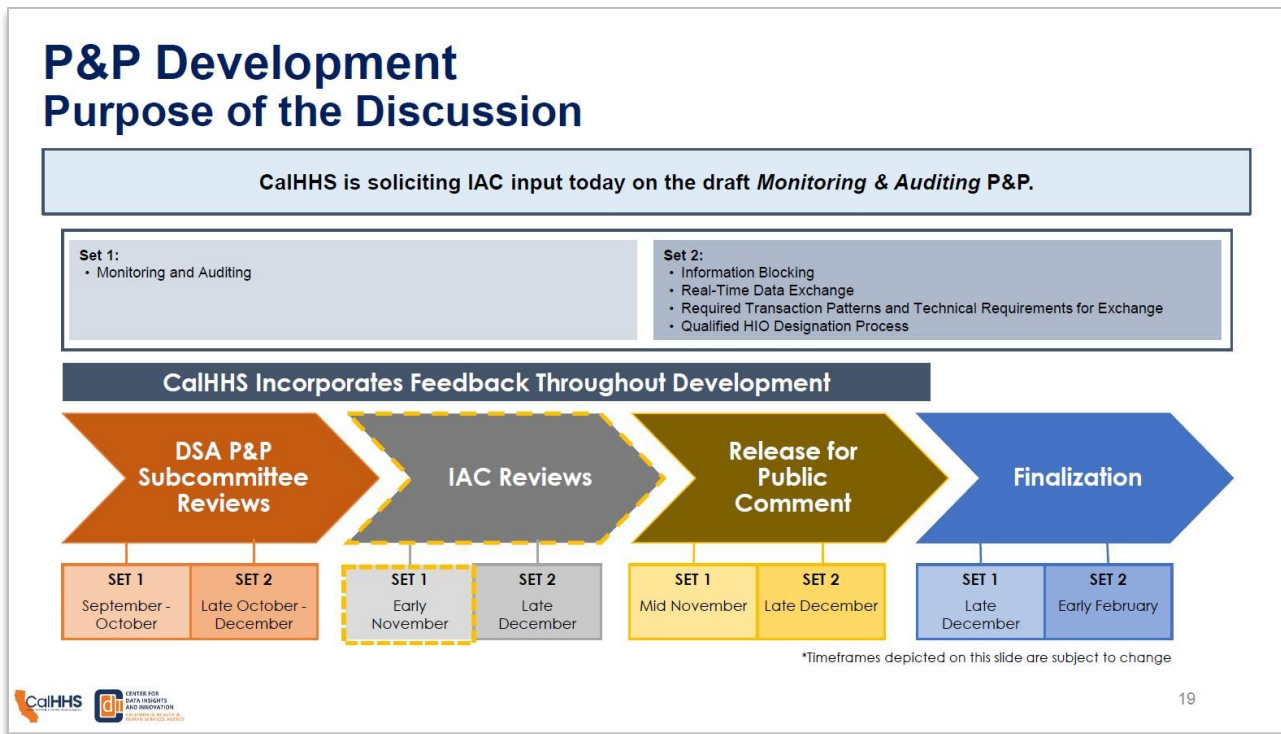






## ISSUES TO BE ADDRESSED IN FUTURE P&PS (OR LEGISLATION)

- Process for designating QHIOs
- Transaction patterns and technical standards
  - Will these require proactive push of information like notifications? (i.e., on top of “duty to respond” to queries)
- DSA states “Participants shall engage in the *real-time* exchange of Health and Social Services Information” — what does *real-time* mean?
- Mechanisms for DSA governance and enforcement





A photograph of a woman with curly hair holding a baby, while a healthcare worker in full PPE (goggles, mask, cap) examines the baby. The image is overlaid with a blue semi-transparent filter. A solid orange vertical bar is on the left side of the slide.

What does this mean for my organization?



## WHO SHOULD PLAN TO SIGN THE DSA?

- You **must** sign the DSA if your organization is an entity **mandated** to do so under AB 133
  - Review the [DSA and P&Ps](#) to plan for executing it by 1/31/2023 and complying with its provisions
  - *Neither the DSA nor the P&Ps are subject to negotiation*
- You **should consider** signing the DSA if your organization is an entity **encouraged** to do so under AB 133, *and/or involved in work that will benefit from sharing and using of electronic Health and Social Services Information*

### CONNECTING CALIFORNIA

#### THE KEY TO ACHIEVING A HEALTHY CALIFORNIA FOR ALL


California has big, bold plans for transforming health care, expanding coverage, and improving connections between health care and social services. To be truly successful, all of these initiatives will require reliable, secure, trusted data exchange so patients and providers can access the health information they need, wherever they are and whenever they need it:

- CalAIM
- Children and Youth Behavioral Health Initiative
- Cradle to Career
- Master Plan for Aging
- Housing & Homelessness
- And many others ...



## WHERE TO SIGN THE DSA (BY 1/31/23 FOR MANDATORY ORGANIZATIONS)

- CalHHS has created a [self-service portal](#) application for organizations to digitally sign the DSA
- CalHHS will maintain a public registry of organizations that have signed the DSA on its website

 CalHHS Data Sharing Agreement Signing Portal

[Home](#) | [Help](#) | [Q](#) | [Sign in/Register](#)


### Welcome to the CalHHS Data Sharing Agreement Signing Portal!

Signing the Data Sharing Agreement is a critical next step toward full implementation of the Data Exchange Framework.

It's time to ensure every Californian, no matter where they live, can trust that their health and social services providers can securely access critical patient information to provide safe, effective, whole person care.

Data Sharing Agreement

[Register to Start](#)



CalHHS DSA Portal requests your signature on  
**CalHHS\_DSA\_Final\_v1\_7.1.22-11.8.22.pdf**

[Review and sign](#)


Please review and complete this document


After you sign **CalHHS\_DSA\_Final\_v1\_7.1.22-11.8.22.pdf**, all parties will receive a final PDF copy by email.



# STEPS FOR ORGANIZATIONS TO SIGN

1. Determine who is authorized to sign the DSA on behalf of the organization
2. Determine if your organization has subordinate entities or facilities which are eligible or required DSA signatories
  - Example: a general acute care hospital may have a licensed clinical lab within its facility
3. Gather necessary information (individual signatory, subordinates, EIN or CA license number) to register in the CalHHS DSA Signing Portal and request a copy of the DSA to be signed
  - View a recorded CalHHS [webinar demo](#) of the signing process and Portal

	Status: Final	
	Original Publication Date: July 5, 2022	Version: 1.0.1



(j) *Counterparts*. This Agreement may be executed in one or more counterparts, each of which shall be considered an original counterpart, and shall become a binding agreement when each party shall have executed one counterpart.

(k) *Third-Party Beneficiaries*. With the exception of the parties to this Agreement, there shall exist no right of any person to claim a beneficial interest in this Agreement or any rights occurring by virtue of this Agreement.


(l) *Force Majeure*. No party shall be responsible for any delays or failures in performance caused by the occurrence of events or other circumstances that are beyond its reasonable control after the exercise of commercially reasonable efforts to either prevent or mitigate the effect of any such occurrence or event.

(m) *Time Periods*. Any of the time periods specified in this Agreement may be changed pursuant to the mutual written consent of the Governance Entity and the affected Participant(s).

Erica Galvez
Printed Name of Individual Signing
Manifest MedEx
Organization
6001 Shellmound Street, Suite 500, Emeryville, CA, 94608
Organization Mailing Address
CEO
Title or Position at Organization
Phone Number of Individual Signing
erica.galvez@manifestmedex.org
Email Address of Individual Signing

 <small>Erica Galvez (Nov-22, 2022 12:48 MST)</small>	Nov 22, 2022
Signature	Date





## I'VE SIGNED THE DSA—WHAT ELSE SHOULD I BE DOING/WATCHING TO PREPARE?

- CalHHS will soon award grants to associations that provide for DxF-related education tailored by signatory group
  - Stay in touch with your trade association and/or stakeholder coalition as potential Education Grantees that will offer DSA orientation and training for your organization
- Stay tuned for updates, webinars, and more info content from Manifest MedEx and visit our [website](#) for past recaps and articles
- Continue to monitor development of P&Ps through the coming months to further define **implementation that starts in 2024**
- CalHHS will accept applications for QHIOs in **early 2023**
  - While your organization does not have to participate in a QHIO, the State's qualification process will provide confidence in choosing an intermediary that can provide reliable, stable, and secure services in helping Participants meet DSA requirements
  - **Manifest MedEx is an early adopter of the DSA and will apply to become a QHIO**
- [Grants](#) to assist with **implementation**:
  - **CalHHS QHIO Onboarding Grants** will provide funding for organizations to connect with a QHIO
  - **Technical Assistance Grants** will support organizations with limited resources with activities needed to meet DSA requirements
  - **Practice and Equity Transformation Grants** from DHCS for practices to upgrade clinical infrastructure (including EHRs)

# Q&A

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