



**California Health & Human Services Agency  
Center for Data Insights and Innovation  
Data Exchange Framework Stakeholder Advisory Group  
Data Sharing Agreement Subcommittee  
Meeting 6 (April 26, 2022, 12:00PM – 2:30PM PST)  
Transcript**

The following text is a transcript of the California Health & Human Services Agency Data Exchange Framework Stakeholder Advisory Group Data Sharing Agreement Subcommittee Meeting 6. The transcript was produced using Zoom's transcription feature. It should be reviewed concurrently with the recording – which may be found on the CalHHS Data Exchange Framework [website](#) – to ensure accuracy.

15:00:19 Hello and welcome today's program my name is Alice and I'll be in the background answering any zoom.

15:00:31 Technical questions. If you experience technical difficulties during this session, please type your question into the Q. A. section located at the bottom of your zoom webinar viewer and a producer.

15:00:43 What was found during today's event live closed captioning will be available.

15:00:47 Please click on the Cc. button at the bottom of your zoom window to enable or disable.

15:00:54 There are a few ways attendees may participate today. Members who are on site are encouraged to log in through their panelists link on zoom and are asked to keep their laptops.

15:01:04 Video microphone and audio off for the duration of the meeting.

15:01:09 The rooms, cameras and microphones will broadcast the video and audio for the meeting.

15:01:12 Instructions for connecting to the conference rooms Wi-fi are posted in the Room Please email cup on

15:01:21 Kh o U. A. dot v a n G. at C. h s dot C.

15:01:31 A Gov. with any technical or logistical questions about onsite meeting participation.

15:01:37 Participants on zoom may submit written comments and questions through the zoom. Q.

15:01:41 A box. All comments will be recorded and reviewed by advisory group staff participants may also submit comments and questions as well as requests to receive data exchange framework updates to CDII at

15:01:55 Chhs Dotca Gov. Participants and advisory group members must raise their hand for zoom.

15:02:02 Facilitators to unmute them to share comments.

15:02:05 The chair will notify participants and members of appropriate time to volunteer feedback.

15:02:10 If you logged on on site, and you are not using Zoom physically, raise your hand and the chair will recognize you when your turn to speak.

15:02:20 If you're on site, and you have locked in via zoom, interface, press, raise hand in the reactions button on the screen, or physically raise your hand if selected, to share your comment, please begin speaking, and do not unmute

15:02:34 your laptop rooms. microphones will broadcast audio. If you logged on from off site via the zoom interface, press, raise hand and the reactions button on the screen. If selected.

15:02:47 To share your comment. You will receive a request to unmute.

15:02:49 Please ensure you accept before speaking. And finally, if you logged on via phone, only press Star 9 on your phone to raise your hand and listen for your phone number to be called.

15:03:00 If selected to share your comment. Please ensure your unmuted on your phone by pressing star.

15:03:06 6 public comment will be taken during the meeting at designated times, and will be limited to the total amount of time allocated.

15:03:13 The chair will call on individuals in the order in which their hands were raised, beginning with those in the room, and followed by those dialed in, are connected remotely through zoom.

15:03:22 Individuals will be given 2 min. Please state your name and organizational affiliation when you begin.

15:03:29 Participants are also encouraged to use the Q. A. to ensure all feedback is captured.

15:03:34 Or again, you may email comments to Cdi at Chhs dot.

15:03:38 Ca: Gov: And with that I would like to introduce John Honey and keep Data Officer at California.

15:03:46 Health and human services. Welcome everyone to you in the room. Welcome to San Francisco! to those dialing in!

15:03:52 We miss you hopefully to make it next time my Name's Shano hingy, and i'm really happy to have everyone here.

15:03:59 I think the message at the end of right before we started was we're gonna get this done.

15:04:04 We're gonna get these agreements. finalized. and the policies and procedures, and we have a lot of people in this room and outside of this that have contributed.

15:04:11 So we want to thank you all for participating I wanted to make a a quick introduction to those of you who haven't met Helen.

15:04:18 Sister she's a partner with manap health who's working on with Cdi to help draft our DSA.

15:04:24 And pps. We're gonna hear from her in a little bit Helen, you there get a little wait, and everyone sees Helen.

15:04:33 Thank you, Allen, for jumping in and helping us.

15:04:37 So those are your welcomes and now I get to pronounce your name the way that I read it, and hopefully the way that you receive it.

15:04:44 So. No, it's done with love so first if we can just do roll call to to the group ashisha from Uc Davis hub!

15:04:56 Are you here? Ashish. Okay, We're gonna go next to America's physician groups Bill Barcelona.

15:05:05 I'm here. Hello, from Links Jen Barry Attorney Shelley Brown.

15:05:17 But from the County Welfare Directors Association of California.

15:05:22 Louis Certaro, California, Department of State Hospitals.

15:05:29 Attorney Elaine at both I'm here good afternoon California Department of Public Health,

15:05:38 Diana came for top. Hello! So when I stop people in person, from manifest medex Elizabeth Killingsburg from Kaiser permanent State, Helen Camp California Department of developmental

15:05:56 services. Kerry Katril from Sutter. help Stephen Lee Good after Good afternoon from player parenthood.

15:06:11 We have Lisa Onsubara. everyone.

15:06:19 Huh invite I say that right Eric Rappin.

15:06:33 Good morning, morning. Good afternoon at it all. Works Del Free Department of Healthcare services.

15:06:41 Oregon stinks here great more Egypt with the personal hero of my first time. I've been on this site. It's kind of awesome.

15:06:50 You're welcome any time common spirit health Brian Stewart. present.

15:06:55 Good afternoon. , Electronic Frontier Foundation. Hi I'm Here Los Angeles County Department of Health Services.

15:07:07 Belinda Waltman, from Health Center partners to like Terry Wilcox, and from health that John Cop.

15:07:21 Good afternoon. Good afternoon. Thank you for joining us. Okay, As you see, we have a very robust agenda as usual, and we are going to move the things pretty quickly.

15:07:35 But this is a great time today. Obviously that We're gonna be meeting, will be the first series of opportunities for all of you to comment and provide feedback on the DSA and the P&Ps's

15:07:46 so we can go to the next slide here let's get through the one more.

15:07:53 So the secretary really once this emphasize that every meeting.

15:07:58 So I'm just gonna read it out about every California and the helping human service providers and organizations that care for them will have timely access and secure access to usable and electronic information that is needed to address their health

15:08:12 and social needs, and enable the effective and equitable delivery of services to improve their lives, and will be we weren't Smith that well enough to really have a clear vision of what we're headed towards and in the

15:08:25 final couple of months until we kind of land on land this plane.

15:08:30 So again, really meaningful and purposeful. Next slide

15:08:39 Alright. so there's, our I'm just sharing some of these, so we can go to the next slide what we're going to be doing today, and I will now hand it off to Helen to take us through the data sharing

15:08:49 agreement. Sure. Great thanks. thanks everybody. Thanks, John. So next slide, please.

15:08:56 Just talk quickly about the DSA. versus the policy and procedures

15:09:01 The idea really is that the DSA. is going to be a relatively streamlined document that focuses on key legal requirements.

15:09:10 It's also intended to certainly not conflict with other data share agreements, and to try to avoid duplication where possible, although for sheer legibility sake and some instances you'll see stuff in the

15:09:21 DSA. that you may have seen in in in other, in other, in other, in other documents.

15:09:27 And the idea is, give that there will be literally thousands of entities signing with the U.S.A.

15:09:32 Is that we wanna put a document in place that really does not have to be amended ideally, except under very unusual and unexpected circumstances.

15:09:41 And then the policies and procedures in contact unconscious, are more the sort of rules and guidance to support the actual on the ground implementation of the data exchange framework.

15:09:53 So there'll be much more detailed them specific than the DSA itself.

15:09:58 They'll be more easily amended and we have policies and procedures, and how the DSA and the Pmfs can be amended, which we're gonna talk through in the course of this this meeting

15:10:07 and they'll be released in 2 phases There is an initial set of Pm.

15:10:13 P. Mps. that will be released by July first of this year, and those are the ones that we're looking at today.

15:10:20 And then There'll be additional trmps released after July first, and possibly sit on a rolling basis. as this.

15:10:28 As this framework develops as we move forward with the implementation of the that exchange framework.

15:10:34 So next slide, please This subcommittee has reviewed various portions of the provisionals that will be in either the DSA.

15:10:45 Or the colleges and procedures. and This just sucks so. I just kind of oriented you to which provisions you've already looked at, at least in part.

15:10:52 I will say that when we pulled everything to get into one document and kind of we're doing some more thinking about this.

15:10:57 There's been some redrafting so what you see in the Ds.

15:11:00 In the P&Ps. is not going to be necessarily identical to what you saw at previous subcommittee meetings, but it is certainly based on the documents that you have previously reviewed.

15:11:12 Next slide, please. So here, just to get a little more orientation.

15:11:18 In red. On the left is the the left side, shows the DSA.

15:11:22 Table contents, and there are a couple of items marked in red

15:11:27 And for those items There's sort of a brief reference to them in DSA itself.

15:11:30 But the sort of meat of those areas are in the policies procedures, because there are things that we think will probably evolve over time, either at that or just too detailed to put in an actual legal agreement and then the ones

15:11:44 marked in purple are currently in the DSA but we're thinking that maybe we need to either move them to the P&Ps.

15:11:51 Or build an instantly building out the P&Ps. so just sort of flagging that for you, for kind of like oriented sake.

15:11:57 And then last time i've done this you'll see on the right side in this sort of orange color.

15:12:02 Next to the P&Ps I think we're still working through what all those will be.

15:12:06 But certainly they will include a monitoring and auditing policy.

15:12:11 And and enforcement policy. So those are things that you can look forward to receiving

15:12:16 Once we work on the the mix of P&Ps Alright, next slide, please

15:12:24 So sections one and 2 of the DSA. does basically set forth the parties for the DSA.

15:12:28 And the purpose, and intent the document The parties are on the one hand, the California Helping Human Services Agency, and then I, the other hand, the participants either are required to under 81, 33, or elect to exchange data,

15:12:43 under this framework in accordance with the with the DSA.

15:12:47 And then section 2 basically references, the statutory basis for the for the that exchange framework.

15:12:53 And for the this DSA. and most significantly, I want to highlight the bottom part there.

15:12:59 Paragraph. See This Vsa is not intended to mandate a specific technology.

15:13:05 It's technology agnostic it's not supposed to set up a single entity that exchanges information.

15:13:10 It's not an hiv and it's not gonna it's not going to create a single repository of data.

15:13:15 It's really meant to be established a framework for the exchange of information among the applicable entities in California.

15:13:22 I do want to flag on the right side there.

15:13:25 The definition of health and health and social services information which is what does DSA covers

15:13:31 It's pretty broad and include data elements a set forth in the data elements policy which we're going to review later. today.

15:13:40 Information, but healthcare services, including Phi. Information about social services.

15:13:45 And it will also include things like the identified data pseudonymized data, metadata, digital identities and schema.

15:13:53 And you'll see as we go through this as you look for the DSA.

15:13:56 But some provisions of the Dsi apply to all health and social services information, while others apply only to personally identify with information like Phi.

15:14:08 Next slide, please, and I can't see if anyone's raising their hands.

15:14:13 If anybody has, please, Joan or somebody jump in and stop me if I miss something.

15:14:20 Okay, So section 4 talks about the use of health and social service information.

15:14:26 And this is an area which we think we can will evolve over time.

15:14:31 So while I put a reference in the DSA.

15:14:35 Itself to the required information purposes. The actual specific on this will be in the positive procedures.

15:14:40 So again, I know broken record we're gonna review that policy. Later on, after we finished talking about about the dsa

15:14:48 There was language in Venice when one of the initial sets of topics that you looked at, that talked about pro prohibiting, prohibiting a participant, from using information, access to the truth framework for their own for their personal

15:15:03 benefits. And again here the details on that we kept the concept in the DSA itself.

15:15:09 But the details will be in the policies and procedures, and just one consideration as we go through this

15:15:14 The term agreement, as used in the Dsi means not just the data sharing agreement itself, but also the associated policies and procedures and the specifications next slide.

15:15:26 Please. Okay. Section 5. is. The section actually requires the participants to comply with the policies and procedures and the specifications.

15:15:36 Like, I said. Both the policies procedures and the specifications are meant to be flexible.

15:15:41 Relatively easily changed as the needs of participants.

15:15:47 The State. California has changed in the course of this of this this this this project

15:15:55 We don't yet have any specifications we may not need specifications.

15:16:01 As I just said before, this is not a h-hyear h lo.

15:16:04 It's not like this type of question I don't think they're technical specifications.

15:16:09 But we kept the concept in there, so that as this evolves, we have an option to.

15:16:13 If we come up with stuff that we think needs to point to that category.

15:16:15 At least we have that concept in the Dsi. Okay, next slide, please.

15:16:24 Okay, So much of this section 6 is going to look familiar.

15:16:29 Because it was included in the second. I think the second set of topics of the subcommittee reviewed, although we have revised and reorganize some of it for clarities sake given our

15:16:39 time constraints that given that there really isn't that much difference between this and what you previously reviewed.

15:16:44 I wasn't. gonna spend time going through this point by point but just rather stop from it to see if anyone had any questions or comments on this. But I've got a lot to get through.

15:16:52 So i'm trying to be insufficient in our use of time as as possible.

15:16:57 Yes, you one hand raised I'm Hoping you can hear me? it's Devin McGraw.

15:17:05 Can you hear me? Okay? Oh, can you hear me? Okay, just thinking short.

15:17:12 This I just wanted to sort of understand a kind of a macro level.

15:17:17 What the sort of indemnification and the assurance piece like how that was supposed to work, cause I I read it a couple of times, and I didn't quite get it, especially if you kind of reconcile it with the one at the

15:17:30 end around determining it's legally valid not legally valid.

15:17:40 Just if you could just log us through like how this is sketched out in, and kind of plain English, I think that wouldn't help me tremendously.

15:17:49 I think I mean the underlying concept of course, is the first phrase, which is that except unless unless a disclosure doesn't be an authorization under applicable law, then the participants have to get an authorization

15:17:59 to disclose Phi. but the issue that the intent also is that if you are receiving data under the DSA you're relying on the representation of a disclosing participant that they've

15:18:14 received illegally illegally valid authorization.

15:18:18 And if a participant assures another participant that they have that they have legally valid legally valid authorization, and that's not true.

15:18:27 Then that disclosing participant would be required to indemnify your receipt.

15:18:32 Participant in the event of any third party claims relating to that specific disclosure.

15:18:38 Does that answer your question? or it did it? did. Thank you.

15:18:42 Okay, Okay, great. So I I had 2 2 sort of concerns.

15:18:51 One related to that kind of the transactional operational piece of that. And then one related to part 2 data overall the starting with Part 2. And I know that we talked about this before that that we're sort of part of the data

15:19:02 sheets framework for trying to encourage and even facilitate the exchange of behavioral health data under applicable.

15:19:08 I'm worried that the current state of the agreement still doesn't explicitly name or seem to contemplate it, and that when we come to authorizations like this

15:19:21 You know the the actual transactional piece that even just asked about. We're he's gonna place a really large burden on the participating entity that's required to contribute the data. I don't know what that kind

15:19:30 of looks like, and what resources they would have to do and the sort of legal verification of the other entities authorization which I think especially what we're thinking about.

15:19:42 Maybe, that we have 2 undesired outcomes one that people are really worried about this meeting, so they don't maybe like our current state or 2.

15:19:49 If they don't realize that what's happening they might get it early redispensed to do that especially if they don't have the resources.

15:19:58 So it was sort of the part 2 piece and then the transactional operational piece that how validating somebody else's authorization would actually work.

15:20:08 So I welcome thoughts on that. to be honest. with you I think that's a fair consideration.

15:20:13 You know. Again we tried to keep the dsa itself at a high enough level to make it not impenetrable, and also not to be.

15:20:19 That's getting too many specifics that would changes but If there are ideas, and how we can address back concern either now, or else you know subsequently, as part of the comment here. I would love to we would love to hear that because

15:20:31 I think that's I I hear what I I see where you're coming from

15:20:35 Not sure up the top of my head of the right answer but I think i'd love, but i'd love to hear a feedback from other subcommittee members if they if they have any we did you have a specific response to

15:20:47 that I think this one other hand yeah I just wanted to say, this is a litan with yeahf, you know.

15:20:54 It's like in looking at the definitions you know for instance, you look at the definition of health and social services.

15:21:00 Information you know it doesn't mention anything about part to and so one would be, I think, what when you looked at it.

15:21:10 You wouldn't would probably not think Oh, this involves part 2 data that's probably excluded.

15:21:16 They have not even mentioned the different a different league regime for that.

15:21:21 So that's my concern. Yeah, I mean I think I I will th the definition of health health social services information.

15:21:31 Is intended to to cover all health care. related information.

15:21:36 And maybe it makes sense with respect to your comment, to specifically call out behavioral health.

15:21:43 To make it clear that part 2 data would be included.

15:21:45 But again, any exchange of data, any dispos of that I would have to be consistent with a click of a law, and if authorization is required like under part 2, then the data couldn't be disclosed, unless such an authorization had

15:21:57 been received by the party that has by the part 2 entity.

15:22:01 I think one of the problems that that I have this lead again you know that I've been concerned with is that when an agreement like this is pitched at such a high level, where and and I understand that p parsing applicable

15:22:16 law is no, not at trivial and endeavor, but at the same time it's sort of almost. I worry that it flattens out and sort of levels all the differences between different entities who are subject to different

15:22:31 obligations have different rules different contexts to just sort of call them all click.

15:22:39 The law has a way of just sort of sliding over.

15:22:42 All of. I worry about the edges and boundaries and places where things are are not going to, because the standards simply aren't the same.

15:22:52 Or there are interoperability problems because of legal or or other sorts of reasons.

15:22:59 And so I worry that that that just through using one broad term like that really kind of hurts.

15:23:05 The explanatory power and sort of you know, assurance value of this document I mean part 2.

15:23:14 That is always a challenge. Right? It comes up every time I do any, any, any project like this?

15:23:21 I mean what some States have done like in New York State, for example, where I worked on a on there, I mean on their framework.

15:23:28 They actually excluded part data part 2 data for some period of time, so they could figure out how to how to handle it.



15:23:34 I don't know if that's an option to California be willing to pursue  
15:23:38 But I I there, I understand that part. 2 data does does present unique challenges compared to other types of healthcare related data.  
15:23:48 We have a few hands raised here in order that I saw them.  
15:23:50 I think we have John Shelley, Morgan, Phil, Bill.  
15:23:55 So, John, you wanna go yeah. So on the national right here to pay.  
15:24:00 We're dealing with this Now, and I sit on several of their committees, Cms.  
15:24:05 And onc. And basically what we've agreed to for you know phase, one approach is individual pair to payer authorization.  
15:24:14 So whether it be part, 2 or non part 2 data I need to have it individual consent. and I won't actually replicate or accept the transference, even if it's tokenized right of that approval of that consent to share  
15:24:28 that data from pair A to pair B. so use case is I have a member who's with United health.  
15:24:37 We're with health net united help Sends over and says Hey, Red Rover Rover, We got John Copley's data.  
15:24:43 Please send it on over, right, and We'll say awesome But we're gonna go and get John Copley's individual consent store that locally, and then we'll validate it against But it does add an extra step from  
15:24:56 a user experience or for phase one, since we all have individual, especially when you look at different states at different specific requirements, you want to make sure that we're not putting that health net for that particular plan or participant at risk of  
15:25:11 violating the State rule to meet the Federal rule. Can I ask John?  
15:25:17 Is it explicitly the recipient of part 2 that is required to get Yes, so we like from a cent team.  
15:25:25 So health net from a national perspective with part 2. we just turn that off, even. You know we we don't send it to make it a part of that data packet, even though certain parts of it might be covered under the interoperability us  
15:25:39 Cdi data set right. So we turn that off until we get that individual consent on.  
15:25:43 Can we share part 2 data with this other participant qualified for just  
15:25:50 Obviously not the impact the care delivery that's a different set of rules.  
15:25:54 So we're not that's not a button here. so that's how we're approaching it.  
15:25:58 And that's how we'd like to see it within the State of California as well.  
15:26:03 So that we don't interact a lot of the technologies and approaches and strategies that individual hes and individual providers have already undertook to need to store this requirement.  
15:26:19 Thank you. Any reactions to that. And then I would go to Shelley  
15:26:28 Okay, Yeah. I just maybe this is just put this out there.  
15:26:32 This might be an opportunity to put the committee or download under the policies and procedures to drop the bottle authorization form that is teamed for use cases or different use cases, maybe more than one type of  
15:26:49 authorization. but if there was an approved form, then Kit might eliminate a lot of concerns.  
15:26:55 Sure, another number of proponents of that approach Oregon. Maybe one of them is up next to any comments working.

15:27:09 Yes, please, and don't forget to build the consent registry.

15:27:16 But we're added, I always by right in my hand be sure to registering.

15:27:20 Gotta have it somewhere. Oh, I think part of part of what I heard go in.

15:27:25 The saying was was that that some part 2 providers might unwittingly be misled into into thinking we've cleared the path for them, and maybe a way to to help with that is, is whether it belongs to the

15:27:40 agreement itself or in the policy procedures. but to make reference to the the health sharing information guidance that Cdi has published that has use cases.

15:27:50 And yeah, and tries to call out, Yes, you can do it here without its authorization, you hear, and you need it.

15:27:58 Yeah, that might be helpful to to participants who are not as well resource as as some of the rest of us. hey?

15:28:04 Got it go back 3 steps just the the question whether whether we need a place in the agreement or the possibility under Hipaa that some participants use disclosures where they're not lawfully required we're not required by

15:28:21 Hipaa. If a specifically permits that have the slightest idea portion of of healthcare providers in the field to actually do this.

15:28:33 But some probably do. And yeah, and given that kip is permissive.

15:28:41 We need to think about whether whether and How to address that Yes, whether we're staying progressive or or we think that everybody's gonna agree not to do that.

15:28:54 That's a and that's a big leap for those who are in that position

15:29:01 And the any reactions to that before I go to Bill.

15:29:06 Yes, Hi what Morgan says. I think that need to strike a couple some language and a couple of statutes via bill process or whatnot.

15:29:21 But some sort of authorization on the front end. So, for example, like our consumers through and tape when they go through and take their they could sign off on 5 different authorization.

15:29:34 Just for you know a regional start to get some medical information.

15:29:38 And I can't imagine what happens to your emergency scenario.

15:29:42 So. I think you offered this and you're also suggesting that modification of State loss through tbl or a policy bill , , couple of words for 10.

15:30:06 Okay. So . yeah, just for the authorization. I just wanna but out there that a universal Chs authorization would be very, very difficult for Cdph or possibly impossible, just because we have so many conflicting and altered

15:30:29 it statutes. So we would need some kind of car about, or ones that.

15:30:37 When you know where it wouldn't apply to either us or to specific programs that would have to be Yeah, Hiv is a great one organization for a great one, we have a lot of very particulars Okay, Thank you.

15:30:56 Yeah, , So just from a drafting standpoint, I think it should go into policies.

15:31:02 Very definitely, we're gonna have a developing law on this.

15:31:09 If we want this agreement to be signed by thousands of providers and entities, we don't want it amended on a frequent basis.

15:31:20 So So I guess what I would alan I appreciate you appreciate your reflections here.

15:31:31 But what i've heard is one some real concerns just about not asleeping providers that we've been dressed this our 2 providers, particularly, and should there be an explicit reference to that in in the data sharing agreement

15:31:47 itself. understanding that State Federal law is gonna change some point Let's see our one day right, do something but not to address it fully in the agreement, and to do it in the policy procedures, but to reference.

15:32:06 That. So that is understood that this issue hasn't been addressed. And I think further second point, that this group would recommend that stay considered updates to state log to clear the path for other disclosures without the need

15:32:25 for operation. and then I think, third which is another thing at Stephen. you've hosted in your chat.

15:32:32 Can we then suggest that a P&Ps. a subscription Pp.

15:32:36 Is needed specifically to address consent potentially, including creating a State.

15:32:46 Information said. talking about is that seem like but great summary of the discussion Here, Alan, what are your any reactions to that

15:33:06 Alright excellent. So, in the interest of time. let us move forward to Section 7 and here again no i'm sorry there's one other question.

15:33:19 A comment We are looking at kicking a whole lot of stuff to the policies procedures. I think.

15:33:29 Does that make sense? You're also saying that the rollout time for new policies and procedures?

15:33:34 Is only about a 30 day window where everybody has to come to compliance and process, and understand that that feels short to me.

15:33:41 Given the importance I I don't realize there's something like that's not necessarily specific to authorizations, and so it makes us talk about this later.

15:33:50 We can. but I I do think that that 30 day window we're talking about these super substantive issues makes a little edgy on people being able 30 day window from the time that they are at stuff

15:34:07 I believe that that was in the policy around can we?

15:34:15 Should we revisit that when we get to that section of the P&Pss, can you? You Would you mind bring this back? i'm hunting it's cause i'm looking at ram and he's gonna

15:34:23 see those. so we will. Okay, Another question but I trying at a technical level.

15:34:38 I'm trying to understand, for example, we have a social services state phones, county adventure system for child welfare. and we need to exchange that data from that system with our behavioral systems that are county

15:34:53 administer, and with 45. So we get planned to meet a subset of the data that we would change

15:35:02 But you know, behavioral health systems would refer up to providers and services provided back to the accounts the counties have, you know, the consent?

15:35:15 . . . Well, so tactically are we aligned with this for that scenario where it would be exchanging the data between State system or social services with the county system for the share clients foster view

15:35:36 and types of information back not just you know.

15:35:39 Next quarter point that you know, clinical notes things like that don't want to ensure that this agreement fits with them that that level tactical names that makes that scary.

15:35:56 One does not smart enough to answer that question, but I I think if others have some responses to it, so then would you propose?

15:36:06 Obviously then, that would be in the of like a baa underneath a business associate agreement, so that the county doesn't have to have a Va.

15:36:16 Sign with every State the way I heard your question, Louis.

15:36:28 I believe the agreement sets up essentially the the requirement or the purpose that we use to share.

15:36:34 I think there's another step that we we probably not the committee, but the State should consider taking, which is to almost break down different piece cases. and just sort of lay out for people sign the agreement.

15:36:48 You would read to share your legal environment here. are some use cases, and here's what you're exactly you know what you can do under law, and how you would do this yeah, or even not not even in the agreement itself which

15:37:08 is just sort of set up a playbook , in of sorts. , people can figure out how they manage all their obligations within within the state, sharing , State provisions that require authorization shell welfare and others

15:37:21 that are that have a lot of card rails in place that are going to require a lot of different types of authorizations for disclosure.

15:37:29 I just wanted to ensure I I think Devin is right, . but it's gonna require additional those additional considerations. .

15:37:40 Yeah, along those lines and Devons reference to examples.

15:37:45 We already have the shig and this might be a shelved it for right now.

15:37:59 Come back to it later. but a lot of what we're talking about. and this discussion, for example, it's putting work on downstream efforts. post This I just wanna make sure that there are gonna be Okay, groups.

15:38:16 Or committees, or we can't drop this hot potato.

15:38:41 And then,

15:38:42 The plan for governance and for long term management and updates is that there will be bodies supported by Cdi and overseen by that would be torn through statue.

15:38:55 Just the current proposal to sustain, manage, and update the Sa.

15:39:01 Pulses of procedures and other activities related to the day.

15:39:05 Strange framework that includes support this type of work.

15:39:09 And we recognize in this Helen set. There are other P&Pss that we know need to be developed post July one, and these will have to be amended over time.

15:39:17 The plan is to to continue doing that may not be this exact group.

15:39:22 But no better to ask but we haven't asked you yet, you know we'd have to make sure that everyone can support it.

15:39:31 But the the plan is that all in July one that this type of activity we can take. Margaret.

15:39:41 I just want to express a concern about the need for business to substitute. I mean It's not entirely sole that my department can share data with with social service organization.

15:39:55 You can back back alright, our that's the medicaid program.

15:40:03 We are subject to both Federal and State obligations, that our data can only be used to support the administration of the Medicaid program, and that colors my thinking of that about whether some of those time traditional healthcare

15:40:17 providers might need to be business associates when when day goes from us to that we can receive any candidate that.

15:40:24 Don't worry about that. but sharing data right our system is a little more alright.

15:40:31 Yeah, I have a concern about that. So I think in the interest of time.

15:40:37 We should probably move on. And obviously again, this is not the end. All end of this, and we have a comment period.

15:40:44 You you we welcome your feedback, but I just mine it's 33, 40, and we have on 2112, 40.

15:40:49 We have 20 more minutes, so i'm trying to get through as much of the Ds as we can so moving on to section 7.

15:40:57 This is another instance where we basically thought it made much more sense to put the information on what data participants have to exchange into a policy as opposed to into the DSA. itself.

15:41:12 We'll discuss the policy later. It covers things like duty to respond.

15:41:17 Technology agnostic, and then dimit definitions are permitted and permitted and required purposes which data can be exchanged under this.

15:41:23 Under this, under this framework, and then section 8 I think it's also pretty straightforward.

15:41:30 The first part of at least just basically says that each participant has to comply with applicable long.

15:41:35 I would like to think there's no debate over that one the second.

15:41:43 The remaining port portions of Section 8 are a little bit more detailed.

15:41:46 Again. These are provisions that you've seen at least in part before, so they're not completely new

15:41:55 Section B sets forth requirements for administrative, physical and technical safeguard.

15:42:01 The participants have to implement to prevent unauthorized user disclosure of of Phi or P.

15:42:07 I and here, and consistent with what the subcommittee previously reviewed, the obligations are different, depending on the type of participant we're talking about.

15:42:17 Paragraph one which should actually apply to covered entities and hybrid components cover entities and and and business associates.

15:42:26 It shouldn't It's too something got lost in drafting there. requires them to comply with Hipaa for governmental participants.

15:42:33 We're saying comply with you safeguards a cry of applicable law, or houses background entities issue, or hippocampus, but applicable.

15:42:44 And then for social services, organizations not holding them to Hipaa.

15:42:48 We're basically saying again, like they have to comply with the click of a lot to be sent.

15:42:51 But there is anything relevant to them. Any government entity policies, or obviously any contract obligations that they have with with with a governmental entity, or or another social services organizations.

15:43:05 Again. This is consistent with which is discussed in previous subcommittee meetings.

15:43:09 But wanted to flag this and get folks as well if they have any any. and the other just in terms of what is social services?

15:43:17 Organization is to the right is definition. We made it very broad.

15:43:21 That's. that's that's what falls into that third, that third category.

15:43:32 So thoughts on this one , either's fine I think as long as we don't, we get you

15:43:39 So one thing that I I know we have, you know, accepting basically a large spectrum of mechanisms for sharing, for exchanging data.

15:43:49 Not that anointing one particular way, but but allowing for for a lot of options, because I think it's fine.

15:43:57 But at some point we there has to be a a way to know that if I want to share information with Morgan's organization I need to know what mechanism they use, and how to reach them.

15:44:07 So there almost needs to. It might be either a sort of set of approved ways of doing this.

15:44:15 The the State decides, and you take from the menu, or or at least in a minimum, an obligation to make your the ways you exchange.

15:44:24 No, so that someone can reach you so whether that's exposure of endpoints in the case of an Api the fax number.

15:44:32 If that's what you need to use an email address if that's what you're using a direct address.

15:44:37 If that's what you're using you can reach me through the following Hiv. If that's what you're using like it's it sort of appears, missing me sort of out there it's a directory of

15:44:47 some sort. but there, I think there needs to be in the cmp's an expectation that you, our our identifying the mechanisms that you will be using for exchange and that you make those public in some ways you and I

15:45:01 think, from a legal drafting perspective devin we could put that could be in the specifications right, which the agreement already concentrate. So maybe that's the kind of thing that the specifications would address and that the participants would

15:45:11 have to be required to comply with. Yeah, I mean, you know it.

15:45:17 It just felt to me like a missing piece like we were saying. we had a 1,000 flowers bloom, and we were like people picking their own flowers.

15:45:23 But how would I know what flower Morgan picked so Devin, are you?

15:45:27 Thanks specifically saying, that is a our requirement. for a signatory is to expose what the their endpoints are, Whatever that directory address endpoint, whatever that they be obligated to update.

15:45:42 It if it changes that's an expectation and expectation present on day one this isn't one that can be kicked out the road and implemented at a later time I think that has to be

15:45:54 contemporaneous with the with we have a few hands going.

15:46:01 So let's go to John and just gonna say and that's alignment with the parent pair where we as I have to expose how we're going to share data, whether it be you know fire with the new standard.

15:46:15 But even any type of data exchange and Then we publish that. and there's a couple of national directors.

15:46:23 We do that. So California could sponsor something similar where you basically expose who your Poc is.

15:46:29 If you have a data portal right as well as how you can share data.

15:46:35 And hopefully no one says facts but for me as Well, I wonder if that's where, Then the exchange of authorizations could be added so that it'll do have a

15:47:00 consent manager registry until there is one that that is part of the exchange or telling people how they're gonna access.

15:47:07 Those operations. Okay, So I have a couple more we've got thank you, Belinda.

15:47:12 Helen. Yeah, I I agree with devin's point that was the missing piece for me, as well.

15:47:18 I did see some language around the fire and April 7 interfaces.

15:47:22 Is that what was supposed to address the The interoperability of I mean exchange of information is, I did see a little section.

15:47:29 I think it might have been the Pp. but I didn't think deeper that's in the the data elements to be exchanged and that is not the stadium for for what

15:47:46 that a little bit later, but let's make sure that we Helen and then show Sorry, Dan.

15:47:57 Sorry. sorry this to be applied in the but again, or some of the departments that are are very goodverse with their programs.

15:48:07 You know we have over 200 programs so there isn't a single directory.

15:48:11 I understand the importance of that, and i'm gonna have to go back to the department and see how we can maybe figure that out.

15:48:18 But that is going to be very difficult for us, even if we sign it.

15:48:23 As the Department of Public Health. You know, each of our 200 department, or each of our 200 department, has its own point or way to share information at contact point.

15:48:32 So I just wanted to submit that that is a a an extra layer of complexity for the diverse departments. I I do wonder if there's a way cause I know the departments are intending to sign this agreement

15:48:50 they are not required to yet under Ab 1 33 if there's any way to thread a needle on that to give the departments and other public health agencies time to figure out how to do it and what rules they make

15:49:06 into up into place, or what technologies they need to put in place.

15:49:11 I I don't have the answer to that but second consideration shelly.

15:49:19 Yeah, my reaction to to be I through that might go into too much detail in chemistry.

15:49:28 This is the language in those sections could be put into the specifications or not even better address to the safe yards document.

15:49:39 I'm particularly concerned about safeguards required by a linguist for school.

15:49:51 Bring it with a government entity seems like it's pulling in other agreements.

15:49:54 Into this agreement, and could become confusing, override, very the governing that he might come up with for those types of agency.

15:50:06 So I feel like This language might be better put into a specification document, and we can do that shelly by saying I mean, I think we don't want to keep the concept of safeguards in here but we'd say each participant should

15:50:19 be responsible for secure environment. blah blah blah in accordance with the policy and procedure and I wanna I wanna keep the concept in here I think that's maybe important for the comfort of of the participants But I agree

15:50:31 that the specifics might be better off in a in a policy any any can.

15:50:37 I think that that sounds right to any concerns with that approach.

15:50:42 Okay, Steven, please go ahead. Yeah. I put a comment in the in the chat back on the section 7.

15:50:49 I didn't have a chance to to get a word in there, but the statement that participants shall engage in exchange, either through execution of an agreement with an entity that provides that exchange or through use of their

15:51:03 own technology. It doesn't speak to the question of if you are a participant.

15:51:07 And you have technology that is capable of exchanging, utilizing.

15:51:11 You know one or more of the tools that are that we've deemed to be appropriate.

15:51:18 And acceptable But there's another participant that wants to exchange with you, and they have not implemented that functionality.

15:51:26 Say, for example, direct messaging? or does that put a requirement on the first entity?

15:51:32 To then execute an agreement with a third party entity to facilitate that exchange?

15:51:37 Or can you say you know we have, You know this or these capabilities available, and and please utilize one of those.

15:51:46 I think we want to avoid forcing people forcing participants to to create agreements with third-party entities.

15:51:57 If they, in fact, have the technology available to do this in a reasonable way, Right? Yeah.

15:52:03 And I think that goes in a way to demonstrate about \$1,000. 1,000 flowers.

15:52:07 Bloom approach not necessarily being practical. hey? it's like a tower.

15:52:15 Babel got it different technology. So i'm being able to work different modes, not being able to communicate.

15:52:22 But then part of our opportunity you know as a state as we're as we're leveraging our resources would be, you know, if we can define that short list as devin described of what are the acceptable technologies



15:52:34 solutions, and then have a directory that shows which entities utilize which of those solutions we can identify those cases where there are gaps, and help people to close those

15:52:50 That that does sound right I think also noted like this sort of day one rollout.

15:52:56 We wouldn't have that ready but we would take a requirement to expose, or i'll participate to those endpoints and the addresses and we'd have to do I guess that in parallel with having

15:53:08 this specification developed which, Okay, that feels like the best we might be able to do.

15:53:21 Oh, do you need to do it like? we you need to have some definition around?

15:53:27 What's it? what's acceptable who is managing that how many entities are there who they are

15:53:39 You brought this up in almost every meeting we've talked about we need to figure out how we are qualifying the types of communication, how we are qualifying intermediaries who may work through this process with us, and we don't appear

15:53:53 to really make any progress on the reality of what we're going to do?

15:53:57 Is the State actually going to have a running list? Is the State going to just again have a 1,000 flowers blooming?

15:54:04 What is where's our path do we keep asking the question But I don't think we've made any progress acknowledged recognize, and we have to do something that the agreement references intermediaries it

15:54:26 references, all the different technologies and then there's something it doesn't give specificity as to what those are.

15:54:35 For how will even determine what those are or what process would be?

15:54:40 It's something that we don't know who they are or what they are.

15:54:42 It's we don't even know how we're gonna get there.

15:54:46 That's a huge step that needs to be taken pretty quickly

15:54:51 Sorry this this would be considerate. Would this be considered a priority for work to be done all the way? July?

15:55:00 One publication, priority kind of get. This is one of the next P&Ps slash.

15:55:05 But specifications. Okay, Okay, Thank you. So moving on next slide again, this should look familiar.

15:55:18 A lot of this was in the last sort of topics that you saw.

15:55:23 I would say that unless folks have things they really want to jump in on, Maybe we don't spend any time on this and move on to section 9.

15:55:31 I don't want to cut the conversation short i'm Sorry no wait .

15:55:38 Can you? Can you explain to me why malicious software is called out from a security standpoint?

15:55:43 If only because you see that a lot in networked environments, people are all sort of joining the same network, unusual to have it or instruct me as unusual to call it out among the many aspects of security that you

15:55:58 would want someone to pay attention to in the agreement itself yeah no it's a fair point.

15:56:04 And we actually went back and forth, and that just to your point.

15:56:07 This is not a network environment. We left it in just because it had been in the first 2 topics.

15:56:11 I don't know if anyone objected to it at that point I wasn't at that meeting.

15:56:14 I am certainly not in any way wedded to it and if others feel that it is not appropriate, this is something i'd be happy to.

15:56:21 I would be, I would be, I would be perfectly comfortable taking out yeah, I'm not saying reaction to it at 7, but like awesome

15:56:37 . , like the yeah. So that's I mean I think that's an easy one.

15:56:47 I i'm totally comfortable taking that out giving the context here, Great Eric, I like, propose a friendly amendment to that, and that all of the detail is unwarranted in disagreement, but I do think

15:57:02 that we and we shouldn't call this section malicious software I don't either.

15:57:07 You should call it something else. because the first sentence is enforced, and that we do need to make sure that all organizations do have policy procedure and structure around their cyber security protections.

15:57:22 I think that is a requirement that we shouldn't lose Oh, that's actually a very good segue to the next slide.

15:57:32 Which talks about, and and again, like Section 8 and section 9, came from the topics that were previously reviewed.

15:57:38 So I kept them both in the dsi but there's a lot.

15:57:41 There's a fair amount of overlap between the 2 in terms of like different, I mean Section 8 about section 8 is better.

15:57:47 Ap. is about safeguards, and this is about complying with Hipaa, or not more broadly.

15:57:53 But it seems to me we can probably combine the company.

15:57:56 The 2. And the question really is like, Do we agree as a group that Hipaa, obviously like covered entities and and hybrid covered components of hybrid entities, have to comply with hipaa va something part of

15:58:08 the Ba. with their Baas Do we agree that social services organization should have a lower standard for the other organizations should be required to play with the compliant kip as a contractual obligation, even if they're

15:58:19 not required to comply with hipaa by lots it's all kind of tied together.

15:58:24 It's all about like Safeguards and and security controls, and so on, and so forth.

15:58:38 Right well again. I can't think of the along the lines of simplify this agreement.

15:58:43 We didn't need to go into each of these specific line items media global statement here regarding compliance with the sufficient. I think the question is, and I again I I was a part of these earlier discussions I think, there

15:59:05 was some concern that social services organizations would have a hard time comply with all the hipaa provisions that perhaps other organizations would have to comply with great, and that's where we sort of put in a different standard for

15:59:19 social services organizations. I guess public health since we're the hybrid, we having the this call out that you know.

15:59:32 Yes, our hybrid of, of course, our covered components would comply. but having that applicable law for the government can participate, is that's something we would really like.

15:59:43 Does he stay in? Okay? How long did you hear that? I did?

15:59:51 Yes, great Oregon. Yeah, he quote shelley's comment. This section would be, I think, it would be much simpler.

16:00:00 Oh, we can't ask our participants to not follow the laws that apply to them.

16:00:07 We can. We can say that arguably you don't need to say that

16:00:13 But but we certainly it might be appropriate, in order to avoid misleading them.

16:00:16 To think that this law controls over and There's yeah I think the operative question here, and I see the Steven Lanes put it in in.

16:00:27 Can the chat also is is subdivision 3 about whether we're asking other organizations that are not otherwise required to follow it.

16:00:38 But whether we're asking them to do so and i'll tell you. Okay, I already said, I sometimes ask others to do that, and sometimes I don't, that we make a judgment about what's appropriate in a particular relationship and

16:00:51 whether we need to do that that one item in this one is page.

16:00:58 I think he'll eat our our thoughtful Okay, yeah I think we can clean up the language clean up and streamline section 8 and 9.

16:01:06 But the bottom line question really is, is hip on the floor for all participants in this framework, or do social services and organizations getting tempted from some portion of Hipaa right?

16:01:16 Shelley Elizabeth. Then: Okay, one concern I have is that section 5.

16:01:25 There requires like social services agency. say it's a feedback to get a hipaa compliant authorization to share information when that went Otherwise, required. you know. So it both pulls into the standard setting relate to sharing

16:01:41 data without consent when typically, who are a it's not needed for social services, or it would be a lower level type of set.

16:01:50 I'm not sure that it does because that wouldn't necessarily be so it can be.

16:01:59 But if it's I think it would depend on which information they were exchanging whether, even if it was the floor, that would necessarily apply, I do think it would be impossible to manage multiple I don't think we can do the case by case

16:02:18 right. So what you were mentioning is you know use difficult sort of figure it out based on with the number of entities we're trying to download here. the diverse set of HD types we're trying to work. with ?

16:02:29 We do need a 4. We do need a standard, I don't think we can have 15 different options, or even necessarily 3.

16:02:36 I think that we need to have a pretty clean, clean baseline, but I do agree that for some entities this may be trickier than we might ideally prefer.

16:02:46 It does make it much easier. and safer for everybody else who's exchanging highly sensitive data to do so without, that's what sure.

16:03:00 So as the sso I don't know that I can take the position that we would share Phi with the entity that isn't going to safeguarded at a level

16:03:18 And so I feel comfortable with the floor that said was a really high bar 20 years ago.

16:03:27 I mean right now it's not that high of a bar that organizations were exchanging Pi and Phi, especially in California, should start to get to anyway, and Hipaa still has addressable requirements.

16:03:41 We're not saying that these organizations have to comply with I mean, encryption is still technically addressable.

16:03:48 So yeah, I mean I I think it's a fair floor for the sensitivity of the information, and that if organizations need to support and getting to that based on that, there could be some sort of technical committee or some some level

16:04:07 of dropping that work up to get there but that I I can't I can't see as a CEO saying i'm okay with lower levels of security.

16:04:21 Now explicit authorizations, and that kind of thing I think is outside of what i'm talking about.

16:04:27 It's the or traditional security parameters and safe parts that you would look for and I understand that that might get a little one between different types of organizations.

16:04:39 But I do feel like it's a reasonable ask I could be the outlier great.

16:04:48 Thank you, keep it simple. Oh, and if if we go that way, then I would certainly I would.

16:04:58 I would then favor, identify, Hip as the floor as our view is.

16:05:03 Any any data that we have is about a Customer is Phi, even though it may not look like it to whether you know.

16:05:11 But but in our hands it's phi so having it as the floor would give us, would give us considerable comfort.

16:05:19 , about making these relationships work sorry I would, I would hope, talking about the confines of the Exchange itself for the poor, that maybe or whatever is higher.

16:05:38 If we hit but awesome, we're fringing but I would hope that this would preclude those smaller social services from having to follow the other capita.

16:05:54 Oh, guidelines, you know, releasing of records or goods, or you know anything that would be involved That oversight.

16:06:07 Now This is perfectly limited to the exchange.

16:06:11 From my standpoint, form consent, and accountability this will certainly give us that.

16:06:18 But I wouldn't want the food bank to have to answer to some hipaa release, some information like a regulatory actions. all the things that come on exchange.

16:06:38 Well, I think that we're talking about more than just protecting the data when it's transported.

16:06:43 I think we are talking about asking people to have a minimum level of protections that they adopt internally because they are receiving data from others.

16:06:53 In addition to sharing data with others. But I do not believe in Elaine and other attorneys can correct me if i'm wrong.

16:07:01 But I don't think that contractually creating a floor It says you don't have to that. You that you need to come up to Hipaa Level for Phi identifiable information does not give the office for civil rights

16:07:15 for example, my former employer and the right to come after It's working can't contract your way into enforcement by by Federal regulatory values just by saying your you're actually setting some expectations, So if that's what

16:07:33 you're talking about. We wouldn't be doing that here, but we are creating, based on the discussion.

16:07:39 I believe we are talking about creating expectations, not just for how you exchange data and how you maintain it.

16:07:45 Screen. treat it in case something like I have problem protecting the data is certainly don't.

16:07:54 But I don't want to do is have that cause distrust, so that they can search the communities that we serve now, and if they were to fall under some weight that would prevent them from operating it wouldn't place you under scope

16:08:12 of if I have you excuse me

16:08:19 And Max the same control. Okay,

16:08:26 That's true. , Yeah. So along the lines of what Jenn is addressing, which is the security aspect of data sharing, I agree.

16:08:39 I mean everyone could be. Social services should have some mobile security in place.

16:08:45 Check the data, even if for the most part that might be public information.

16:08:49 But the other part of it that i'm concerned about is that the ability to share without an authorization and ability to share.

16:08:56 You know, at certain access rights we're sharing data is just a lot easier to do, because more or less.

16:09:04 The information is published versus protected under it but when it's sensitive or maybe it's something we look at as a committee in terms of data access. and the rights to share data with that But certainly

16:09:23 I do agree that they should be protected. Yeah, I think there should be a Flora Tippa.

16:09:30 I can say from the county perspective given, I have a county background.

16:09:34 I think the main concern that would be there at least with your County councils, is the liability from Ocr.

16:09:44 And that time to pick that what you were saying, Devin, I mean absolutely.

16:09:48 I think that if you could have up for that would be different.

16:09:52 And then also a lot of this worry about consent and authorization, I feel could be hopefully handle or on Friday, when people are site up for services or eligibility.

16:10:07 Through Fairy is you know and I do think that there's a way to get on the same page there.

16:10:26 Nothing further, not exactly sure where we landed on this

16:10:36 I don't I just suggest any hipaa isn't the standard for social services. but it might be a standard that set forth by the Government. I mean we might set the stem is there similar but modify them as we

16:10:51 go down, but maybe it's not in this document they have to confine it. and I'm talking about social services for for social service organizations for all covered entities.

16:11:02 They would still Okay, Shall we move on next slide, which is minimum necessary?

16:11:14 So this also look familiar. We reviewed that our last subcommittee meeting back in March and the only thing we change in response to feedback we got at that meeting is in paragraph a there.

16:11:26 We say, you know, use the Phr Api. I will be used to limited to more than necessary.

16:11:33 And then we had that parenthetical accept we're limiting substitution disclosure is not feasible, and is not required under hipaa regulations.

16:11:41 Thoughts or comments on that that seem to be a good a way of dressing the the concerns that were raised at the last subcommittee.

16:11:54 Meeting,

16:11:55 Okay moving on to individual access services. So this section is new, or the concept was contemplated at the beginning, because there was actually definition of individual access services included in the definition that you all reviewed as part of the first or second

16:12:10 1 one of the previous set of topics. And the idea really is that you know, just with the sort of underlying principle reference to the asset which is talking about California and having access data to as well as

16:12:22 on healthcare entities. That an individual user or their personal representative, that they definition is definition to hipaa can assert the right of end of individual access services.

16:12:37 If they have a. If the participant in question has a direct , relationship with the individual user, and a direct relationship means that the participant provides healthcare or social services to the patients videos that an individual can only go to a

16:12:52 participant that is actually providing care to that individual and not to a third party. I think it was a little bit ambiguous before.

16:13:02 We say that the participant can require the user to assert the red to access and writing

16:13:19 I think the rest of his b is pretty pretty self explanatory I mean, I don't think anything in this agreement is meant to prevent an individual from using a disposing their own phi in any way authentication is required and

16:13:31 there's no fee if one if a participant needs to pay for another participant in order to enable fulfillment of the individual access requirements. and I will say the other thing i'll say is this the second page

16:13:50 this is a fair amount of detail. So this is another area.

16:13:53 We thought maybe my better belonging to policy procedure as opposed to remaining in the DSA.

16:13:58 Itself. The second slide next slide talks about the process for responding to a request individual access

16:14:13 Yeah, I I think Morgan beat me, and actually Thank you.

16:14:20 Why, maybe we need to see what's on the next line, too.

16:14:21 But but I would have to concern that that and you're in some division, need kids at it.

16:14:28 That if i'm participating in in some form of exchange that I have, that I now might have an obligation.

16:14:39 2 2, Paul, in information from other participants. That that is a huge bird that should not, should not be imposed on anyone who participates in this, that our obligation to provide data My obligation is probably there devin's obligation provide data should be data

16:14:57 that is in our Us session and control, but we are a custodian of not made it that someone else has, that they promised to make available to us under some provision.

16:15:07 So you know last time, otherwise i'll obligate to do it don't add that, please. it's funny.

16:15:12 I know to read that in here so that's a good point My point was, I went into I wanted to second how on your suggestion that that a lot of the bulk of this could go in policy and

16:15:26 procedure in particular, because I. This is an area that the office for civil rights is as proposed to modifications to the the whole.

16:15:36 Only supply form thing is like is something that that can make things very difficult for the individual, and while it is the case that that entities can do this under Hipaa today, I think that's likely to change you know anybody that

16:15:49 has to go to 10 different providers to get all their information, and have to fill out too different for rooms rather than have that baked into the agreement.

16:16:00 So just the the other thing I will know and and it's is the note that no fee issue is consistent with Federal law around information blocking in particular when patients are requesting their data.

16:16:11 But it did make me think we don't have the issue of fees for any other type of exchange addressed in this agreement anywhere.

16:16:22 And we might need to reserve for that. And the Federal Cms interoperability rules do allow participants to right that provision.

16:16:42 So is it necessary, just on the last points, 2 points that were made to specifically reference what was raised regarding the obligations to share what what data you are custodian up. and specifically call that out.

16:17:00 Yes, number one. it sounds like that's a yes number 2. is, Do we need to add anything in the agreement, or is it a policy around piece?

16:17:12 John just in addition to that comment, though I think It's important that we identify data that we maintain or manage not necessarily data that we might receive mostly or we discard, get no value out of it then have to make that in in

16:17:29 Federal law does that as well.

16:17:40 Sweet Sorry Thank you. I I think this time it ties back to the Maybe I could articulate it .

16:17:53 From my services. I think there was a distinct difference between a patient request for record and a social services.

16:17:59 Request . covered by different legislation processes.

16:18:07 So that that was where I was kind of coming from with with my last, you know.

16:18:11 Talk about exchange, and this seems to i'll put the hipaa right back into that where that other legislation may to trust what they see on their client record in a human services system.

16:18:28 On our on it, or an appeal process that they'd be for for aside from a public request for information.

16:18:38 So i'm not sure I don't know the business to that granularity.

16:18:42 But I do know I have to go back 2 decades

16:18:46 When we started implementing Hipaa we in the organization, I would stand that.

16:18:54 The hippocampus set form for everybody if you're a super agency, and then we've attracted them from the giving services.

16:19:05 I did that for a specific reason related to some of the legislation regarding

16:19:16 That workplace associated that so are we opening that up on these agencies or small?

16:19:25 I just said, No. in our previous conversations find this next slide appears to still state like a patient hippo running 2 records versus Well, this is creating a right or an individual or personal representative which is not any doesn't

16:19:48 mean, but somebody who actually has a legal authority to make it.

16:19:51 This medical decision for a person and saying, and basically saying for all the agreement scientists, they would also have to.

16:19:58 They would make data available to an individual podcast and it's it's just dealing with that use case the use case of an individual seeking their information.

16:20:07 It doesn't sort of also, and and would apply to social service organizations as well as long as they have a direct relationship. Alright, alright, right now fee like in some area of the pizza our research I don't mind

16:20:26 being wrong. I just My past experience was more than I am at the time.

16:20:37 So Shelly Morgan: Yeah, my concern about this I just can just jump in on one thing just to mentioning, Devin said, which is that the definition of individual access services applies not just to an individual's right to access

16:20:50 their own information, but also the right to direct to be sent to a third party. so I don't know if full team for that second part.

16:20:56 I mean that's obviously under hipaa that's that's required, if it's a covered entity that they've got to comply with hipaa but like kind of that second part of it

16:21:05 directing to be sent to a third party should even be part of individual access services in the context of this data exchange framework.

16:21:13 Hi I also have a question. This is Elaine at po with dsh!

16:21:18 And I don't want to throw our rent into being So I I have a question about the 20 first Century Cures Act, and to what extent it's been considered and incorporated.

16:21:32 Into this since that that takes the Hipaa definition and applications of individual access, and expands it to providers.

16:21:40 They call them actors is, Has that been taken into consideration so that we don't have to down the line actually very soon down the line.

16:21:50 Change things around, since enforcement went into it's going it's coming into play.

16:21:54 October the twentieth 22, and it just went into a this past month.

16:22:02 So that is an excellent question, and what we struggled with and we haven't gotten into section 3 section 13 yet.

16:22:08 But there is language in there which says that participants can't gauge in any practice that constitutes information blocking under the twentieth century.

16:22:16 20 first century Cures act, and I wanted to raise that for this group.

16:22:21 Anyway, we're ahead of it now, but like because I mean That would essentially

.



16:22:24 2 things. One is that that language would expand compliance with information blocking rules beyond the entities that currently have to comply to anyone who participates who's a participant under this DSA.

16:22:36 And secondly, as you sort of alluded to a lane, I mean at this point.

16:22:41 The enforcement rules are not even out yet.

16:22:42 There is a way of a lack of clarity because it generally generally about how it's not going to work.

16:22:49 There's not much in the way of guidance So our thought was to put something in this document saying that the participants have to comply with the information blocking rules, but as specifying the positive procedures and as we

16:23:01 know more about how this actually plays out. It could be more precise in the positive procedures as to what the participants have to do when it comes to not information blocking.

16:23:12 Oh, I like that. Yeah, it is very up in the air right now.

16:23:13 So thank you. So up in the air, largely, the tree growing.

16:23:17 Yeah, Then we'll yeah just just this out there real quick that they're i'll have to look into it a little bit more.

16:23:26 But there is also the question of these for vital records, because I know our code information, statistics, branch part of its income stream is payment for fees for getting these records.

16:23:39 So these records are requested by fellow participants kind of jump on the line and So we need to allow for those that type payment to be continued at this this arrangement.

16:23:50 For personal representative the definition of that actually one thing the phrase is that there's so many confidentiality state roles proviners and the social services area that Well, the fine ,

16:24:13 , you, all the teammates

16:24:17 So I don't know if you wanna take the state law consideration. Have you guys already?

16:24:27 Is that carrier it's a fine can of words in another way as well, that in our in our healthcare system Medicaid system and in social services system as well we have what are called authorized representatives who do

16:24:40 not meet the Hipaa definition of personal representative.

16:24:46 They have a right to send some information under state bond That's a fine mess. If I could tell you how to solve it.

16:24:54 And I could, you know I could retire. Well,

16:24:58 Not that you have to get in the need for any details, but you know we're apple the they want, you know, or something like that.

16:25:05 So this is like an applicable state, law, also shake meeting to do something about defining sort of the use cases about what what circumstances? what what circumstances, and possibly that's true that one that came

16:25:26 out last year, I wanna do a time check We plan to be done with the DSA.

16:25:30 By We're not done you Have policies and procedures.

16:25:36 It feels like this is probably the priority over the policies and procedures to continue working through the DSA.

16:25:44 Do this group agree, we should continue to so soldier on.

16:25:48 Try to get through the DSA. and as much of the P&Ps as we can.

16:25:51 We still have public honor. gotta do if we can continue with this.

16:25:54 I know Helen is also. Possibly we might lose her any moment.

16:26:00 So people come back. Yes, I have like I have 5 more minutes right now, and I I think, like if you go to the next slide.

16:26:07 I think we've decided that individual access services details we're going to a policy procedure.

16:26:13 So let's skip this slide all this all together, and just think about it when we come get to that point section 12.

16:26:19 I think this is all relatively straightforward I don't think there's anything super controversial in here.

16:26:24 I welcome thoughts, but i'd like to think of this slide the next one probably wouldn't require too much comments, though folks have looked at it and have have thoughts on it.

16:26:33 I certainly welcome them. and then we're sort of coming toward the end, so we don't have that much we don't have that much left to go over unless there are comments down on one of these slot sections that we

16:26:43 haven't and I wasn't anticipating I don't mean to cut anybody off, either.

16:26:46 I just didn't think this was particularly controversial or that this might let itself more like just like a written comment from somebody.

16:26:53 If they do have feedback on it, and not necessarily require discussion

16:27:11 Yeah, just my, my thought on 12 B was that that part could go into a Pp.

16:27:19 Which which part does it. So we're talking about operation and non-discrimination.

16:27:28 You know reasonable efforts to accommodate and you know, schedules, and it doesn't feel that we and it felt like that I have no objection to that.

16:27:45 I don't know if anyone else does

16:27:50 Okay, no objections noted spoken about, although I may even want to take out the reference to well, I guess the question I would have here is, Do we take out the reference to the 20 first century Cures act entirely.

16:28:11 And just say that a participant can't gauge in a neat information blocking as defined in the policy procedures, or something like that.

16:28:20 . from John. I live probably take it out only in that information.

16:28:26 Blocking also has some other contributors, such as you know, local providers for health information exchanges.

16:28:33 As a health information exchange Then those information blocking rules won't apply to you. So I don't think we're all setting as we talked about earlier.

16:28:43 We're not setting up an hiv or anything like that right So if that is our precursor moving in.

16:28:48 If we have that language you might have a conflict, and it we we could.

16:28:52 I think Steven may want to respond to this. The other alternative is that we expand it, which I think was a comment.

16:28:57 We may have seen previously to all participants and signature.

16:29:03 But, Steven, Yeah, I you were going in the same direction.

16:29:05 I I think if we leave in the reference, as you say it, it suggests a more limited scope that where it applies to to those actors that are identified in in the law or in the rule, if you if you leave it

16:29:20 out. It does beg the question as to whether we are going to expect all participants to live up to the information sharing requirements, the information blocking prohibitions as per the law that in the way we've discussed you know,

16:29:36 establishing Hipaa privacy and security requirements for for all participants.

16:29:40 I think that would be a big step, and one that we should only consider with, you know, eyes wide open. i'm inclined to say that what we have created as in this agreement is itself a form of an information blocking

16:29:57 prohibition, and that we don't need to set as loop in the Federal law, necessarily and expand it without time to really think through the impact that that would have on the various entities that we want to sign up for this I I sort of

16:30:12 feel like with the approach that the State is taking is like a different approach than that.

16:30:17 Then, where the fence has sort of laid out with information blocking. But it's another way of making sure that information gets exchanged.

16:30:25 The State by identify certain providers for whom it is required that they sign the agreement, and for others it's permissible.

16:30:34 So my inclination would be to just take it out, and anybody who is required to comply with the applies of the Federal law.

16:30:42 We have our own information, lacking expectations that are that are effective, based on what we agreement in the P&Ps: Yeah.

16:30:50 How do you? Yeah? Yeah. When I read this it struck me as being very broadly applicable, like overly broad, like just throwing it out, and every signatory participant in cy agreement needs to conform to the information blocking

16:31:07 rules, and They're very complex I mean we're trying to figure them out, and what we can.

16:31:13 You know what we need to do. if we don't we can't share that sort of thing.

16:31:17 So I think, to broadly kind of impose this on everyone who signs this.

16:31:23 And I think about the the whole conversation around the social service organizations, I think, be very difficult to to.

16:31:28 You know we have the same discussion around the you know. Hit the big floor.

16:31:32 But yeah, I mean That's kind of bad How are you My first review of that is very broadly generalized for everybody great.

16:31:46 Is that Eric , I think section 7 sort of addresses without the alright to hear that meeting meeting Section 7 addresses.

16:31:58 What we're trying to get at with this

16:32:12 What i'm generally hearing is, we remove. this we reference. and we can further define a tps to to specify other information blocking requirements that we may want to put in but at this point we essentially if this

16:32:24 covered Section 7. So we're gonna remove we're gonna strike this reference from , Yes, yes, great

16:32:35 Okay, we did lose, Helen, but we are almost done.

16:32:41 Yeah, I'm gonna try to do my best to help with this forward, and i'm not different.

16:32:45 So but you all are amazing, doctor, so why don't we just keep going and if we can move through the last couple of sections, I think we only have 3 more.

16:32:59 So why don't we go to the next section on the Okay?

16:33:05 But we have left on 14 right, 14 on legal requirements.

16:33:17 So this this basically states that this government entity and we I mentioned this earlier.

16:33:22 This is to be established we're we're planning on having this done through Statute house and helping him services would oversee and monitor

16:33:33 The the application of the requirements and the policies and procedures.

16:33:36 To all this inventories. so it doesn't specify enforcement in the mechanisms in the penalties.

16:33:44 That's not that's not yet defined here, and it will be in the sharing agreement there may be in policies and procedures which would require great deal of discussion Yup. Yup.

16:33:58 So any any thoughts or or comments about this

16:34:09 That'd be helpful to us otherwise the advisory group heard discussion last month.

16:34:15 Or earlier this month that the that the current recommendation and proposal is for statute to establish a board and to formalize governance.

16:34:27 Or for oversight of the day, sharing agreement policy to proceed, and the framework portionally and so that the monitoring and auditing function is actually defined as one of the one of 10 functions that this governance

16:34:42 process would oversee and so it would be overseen by the process to be after July.

16:34:50 One,

16:34:56 This, this subsection need anything beyond the first sentence.

16:35:02 To make the point, and then cover everything else

16:35:15 I defer to the wisdom of this group as to whether or not not being at it , I don't answer to his question.

16:35:23 I think it sets up a requirement that the participants cooperate.

16:35:26 So I think you need to include that. So keep the second at least the second section. That sentence in there around cooperation, all of the 30 cents cents fucking at all, Eric.

16:35:39 Thank you. I was just asking, Okay, The shorter the better. not in it.

16:35:48 Area. Now we got tens of thousands of institutions that we'll be sending us.

16:35:53 So. Okay, if that thing further, let's go to section 15 you have a couple more.

16:36:04 Alright any considerations about representation and warranties.

16:36:14 Termination any any thoughts to hear about them, Shall we? Yeah.

16:36:22 Section 15 B kind of mids with paragraph is, if it governmental participant determines, after reasonable diligence, that any action or in action relative to an obligation, would you know basically cause it to violate

16:36:37 law. I my thought was, why not any participant? Why are we just calling out

16:36:47 Hi! that's a good point I don't see why we wouldn't change that

16:36:56 Any other considerations. Those who are not in the room with us.

16:37:05 Great nice one. section 16 on the next slide. next slide, please term suspension termination.

16:37:16 So in terms it'll commit to the effective date which we see will be till january 30 first date of signing or whatever it is actually signed.

16:37:28 Participant who's not legally required to sign this agreement they terminate the agreement.

16:37:33 So if those are not listed in 81, 33, or subsequently amended, then hey, hey, Charlie!

16:37:38 They may sign it, but then they also terminate any other thoughts about the effective termination or enforcement action.

16:37:53 , So on, on the effect of termination being that the terminated party ceases to be a participant, and has no rights under this agreement to exchange data with other participants.

16:38:04 Now. I I guess i'm not sure really what that means. Maybe it's just about enjoying the benefits of the agreement to exchange.

16:38:13 But the reality is is that if i'm not required to sign the agreement, and I just go off on my on my merry way.

16:38:22 I can still exchange data as the State of California, for any lawful purpose.

16:38:29 That I that I you know need to so so it is a little bit odd to sort of There's nothing that gets cut off necessarily when this agreement terminates that I can identify, because we're not creating a network we're just

16:38:42 creating a compact source. to act in certain ways.

16:38:46 So it's not that there's anything wrong with having me agree that that language in there.

16:38:51 But I don't know what it , I think that there might be a few things we haven't talked about community to respond yet. right?

16:39:01 That might not apply any more. maybe participation in a directory.

16:39:10 We get there that might not be required, and you might not get access to it.

16:39:15 So I I can imagine that there are things details that facilitate exchange that that might not be available, because we haven't sort of thought through all of those asking the beneficial aspects of science.

16:39:31 I think that's part of the issue too it's like if you're not required to. but other participants may want feel assured by signing it. we're going to abide by it it would be it built the Trust

16:39:42 framework with them but I think that also gets to the last statement.

16:39:49 It's you know you're not party for this ring or any more.

16:39:52 But it's a being an exchange we under the termination

16:40:10 I don't think so once you've gotten it in your system?

16:40:12 How would you fill it back he doesn't have a require that you say

16:40:28 I was actually thinking that for effective termination. the reverse if you're required to sign this agreement, and be a participant in the State of California, and it terminates, and then what happens like is there you know like so I mean it's one thing i'm not required to go on here in my way and do another.

16:40:52 You know, exchange but if you're if this for some if this terminates

16:41:00 Don't know that we have a good answer for that yet, or whether or not what do you?

16:41:06 The State has to require the part sign it to actually do so so it's it's on both sides you're required to do so, and you don't sign putting forward it's they have to act if you're required

16:41:19 to speak to. sign and then you terminate what afford is that they have to have an enforcement action, and I don't think there's I don't think we have an answer for that

16:41:29 I have a question, too, about termination. data. Would Would termination have any effect on the data that has already been exchanged?

16:41:41 Would there be any obligation to return it or destroy it, or anything like that?

16:41:45 Or would it just be termination just means you're Now no longer obligated to the terms of the equipment?

16:41:53 Alright Elaine, I think that falls into the same category of destroying information.

16:41:56 They may have acquired through exchange and that There is would not be an obligation to either return it or not, because it's now assumed to be consumed into a record.

16:42:08 Maybe no expect with would there have to be some sort of notification to all participants. so that we are no longer up finding by this agreement so that it's almost like knowingly when they enter into data sharing they

16:42:25 recognize. Don't assume that we're active contributors Yeah, right.

16:42:29 Just gotta have set if if you're gonna terminate there's gotta be some sort of recourse right.

16:42:35 It's no different than entering into this agreement what's the value by entering into this agreement?

16:42:40 If I can do it anyway. Right prepare to pair the big value is I don't have to go inside a Baa.

16:42:49 With every one of these entities on behalf of my members.

16:42:51 Well, that's a significant enhancement believe me i'm trying to get a Va. sign right.

16:42:58 So there's got to be some benefit you've ordered by participating in this at the same time.

16:43:02 There's got to be some sort of recourse if we were to violate.

16:43:08 And then right, Germany. Yeah, I I definitely agree with you in terms of recourse.

16:43:13 I think it just hasn't we haven't got to a point where we specify what hang up pictures of the post office.

16:43:21 I want to have spots. do do not share data with this individual.

16:43:29 ,

16:43:32 Yeah, I just Tom. and if you want us to go back to the last sentence of oh, alright!

16:43:39 And I think I think the nature of Enforcement actions be a good candidate to address by statue.

16:43:47 Many of us will have a hard time signing off on participants.

16:43:52 If we sign off before the policies and procedures are in place.

16:43:56 Same really grant enforcement authority to be determined later.

16:44:01 That's going to make a lot of folks from big and small.

16:44:05 So what i'm hearing you say? is strike the last sense about such measures may include and then consider statute or another policy, or something to specify what every participants Yeah.

16:44:26 Authority and responsibility for the data in its possession.

16:44:29 To say we're gonna sorry John we're gonna let John tell us what to do.

16:44:32 Here and i'm gonna have a governing board that's the company.

16:44:39 I mean this this again feels like another hype priority area that leads a lot of open questions. If people were signing in like, what am I?

16:44:47 What potentially could happen to me. Right? Okay, Alright got it.

16:44:57 Okay for the comment on this. Then let's go to section 17, our last one.

16:45:06 : Okay, liability.

16:45:23 Just gonna ask if anyone has any particular comments about the language that has been.

16:45:30 Is it bigger, usually language in the agreement? It also says that you were not necessarily liable for the accuracy and contents of the data to the extent that you were not the creator of that data which is a transporter

16:45:49 thereof, that edition make sense here,

16:46:00 Any other thoughts from others signatory stephen that that Addition brothers, who's going?

16:46:16 I was just wiring to determine responsible parties.

16:46:20 Thank you.

16:46:29 No, no, yeah check. So I am not a lawyer.

16:46:36 And so when I wrote these some contracts, I typically kick this over to our journey.

16:46:44 My concern in this, and how it's worded which is usually what I've always perspective on.

16:46:48 I don't always win this argument so I will have you at that.

16:46:53 Is that the way i'm reading this is that it says that if one participant causes harm and another participant, that participant causing harm is responsible for all harm which I feel like head is a very blanket statement that one

16:47:08 invalidate cyber insurance policies and to I don't know that attorneys are gonna really want to read to blanket accountability, or harm which could be financial harm.

16:47:25 Regulatory harm. This feels like really big glossy.

16:47:29 My problem that I don't know people are gonna want to I see she she knows maybe this I this this has one bill.

16:47:41 So I mean yeah, I I don't particularly like this provision.

16:47:44 First of all to me it reads this and it's definitely provision.

16:47:50 So I don't really understand it's last sentence but in theory everyone carries our own cyber liability insurance.

16:47:57 So there is a whether or not it's caused by someone else.

16:48:01 We just kind of like in and illustrate your own property.

16:48:05 Return. So let's get into indemnity and I data network.

16:48:11 We got hundreds of thousands of participants I mean How is this gonna how's this gonna transfer?

16:48:18 So, hey? You should carry your own side. Reliability insurance, cover the damages that you per bit to third parties.

16:48:26 So Okay, Hi, this is Elaine. Oh, sorry. I just wanted to Oh, sorry.

16:48:34 Go ahead. Yeah, I just wanna clarify so she , your proposal is, remove this section or clarify the section that there's well, I would.

16:48:43 I would advocate for reviewing it but if we're gonna keep it that it needs to be there needs to be a little bit more process around identity.

16:48:52 I read this as an event, provision,

16:48:59 And then Elaine, please go and then they'll last, that was actually what I was gonna say.

16:49:03 I was going to say I don't think it should be removed.

16:49:06 I think there should be some sort of section on liability, but it needs to be clear that but this really is is an anti-indemnity provision.

16:49:14 This is saying, we will not indemnify you.

16:49:18 You are responsible for your own. You know liability access emissions, etc.

16:49:23 But it's not clear it should just it should just state it more clearly

16:49:32 To the extent that there is any liability between participants, we should have super standard, no special consequential.

16:49:41 All of those should be excluded. Great got it that they should perhaps be explicit.

16:49:58 Oh, third party, third party beneficial reason is there's going to be any actions at all. it's even in the family.

16:50:06 , the third party of third party advantage. Eric: Yeah, , , drop drop up anywhere where we mentioned the need to maintain side reliability insurance.

16:50:25 And it I think let's just see a comment from student in here as well.

16:50:30 Some government agency, self insurance it. Actually, in any, any, any system in the room would know that it is very difficult to acquire site, reliability insurance.

16:50:40 Right now, and it's gonna probably that's the environment it's gonna be for a long time.

16:50:44 I'm right in the middle of it. right Now so that's going to be included in here.

16:50:47 I think we need to understand include this i'll ensure scenario, and then for entities that may not be require it.

16:50:55 I think that's another question. stephen briefly This is a fly We would apply to food. If that's what I was gonna ask like the social service organizations that are like, there's No, way we can do

16:51:08 this, and the data that they have is nearly public. So you know, and in my purchase.

16:51:17 Briefly. then, you know, Look at who who they are what kind of data.

16:51:19 They're gonna access and if it's then, the requirement of cyber liability insurance.

16:51:28 Okay, , So , we look at data access. , related to this , liability

16:51:48 Great. It's working on a data sharing screen attorneys from State to state language that they use they they cannot sue each other.



16:52:03 So you know this ? Yeah.

16:52:25 Thank you. Okay, It it. No one alternative is to to add in arbitration.

16:52:31 But provision that would be not monitored by the Government committee.

16:52:39 So if there, if there is a dispute over bridge, or security incident where it's egregious, it's costing one participant millions of dollars because of the actions of another, then maybe that type of escape would be

16:52:58 governance, and some point so I guess what i'm hearing is, we would want to have a section on liability, but this needs to be substantially revisited.

16:53:10 Strike sort of most of the language itself yeah I mean what what i'm good at did notice there's no limit to like standard limitation.

16:53:23 Elizabeth mentioned this, reliability section with disclaimers are consequential, and then maybe a cap on directs with specific carbouts like, if it's you know we'll from this conduct or gross

16:53:34 negligence that sort of thing. Yeah, you want something So we got something there, and we have to have it.

16:53:43 This expanded upon a policy. Okay, think about what I mean there's there should be some damage, right? I think.

16:53:52 Yeah, if it's like you know a participant it's like selling or something. and you know I mean, you know gross closely, you know local misconduct things. So or it I guess I

16:54:11 I would favor this. This agreement should be to digital as much as possible, not create new liabilities that are that are presently unknown.

16:54:27 Yes, should be be frightening too many participants. I don't know if you get to the extent that we're not in that we're not creating the you know the exchange for the database

16:54:43 this, this language might conflict with other promises that we make in order to get into one.

16:54:48 Yeah, Okay, that will be that'll make it Okay, we have doubtless

16:55:00 It's gotten it's just bonkers how much that'd be, I think 1 million dollars to handle 50,000 I I would be concerned because it seems like it's like a sleeping wine and that's

16:55:20 waking up, so to speak, that up for each happened and then like 2 weeks later.

16:55:28 You're serve a class. so I don't know how much we consider that with this group and having government committee like it's just gonna be It's a separate entity thing That it's gonna to do later.

16:55:41 That's gonna have to work site that could potentially or you know what what the ramification are gonna be.

16:55:50 But that's kinda what I see up class action right after Yeah. Okay, Okay, thank you.

16:56:03 Section 18 was just a bunch of miscellaneous general provisions, but I wanna make sure when it's had a chat no detail in the slides.

16:56:11 But if there is anything that any participant, any of it advisors Brett beforehand that have any concerns in a moment.

16:56:28 And if there are not perfect

16:56:29 Okay, can I go to public office. Yes, we can we're gonna open public comment.

16:56:35 And please, just a reminder, because raise your hand if you're on site, if not all the bye you can raise your hand on the zoom.

16:56:45 Call teleconferencing i'll call upon you and then I think it's going to be Alice.

16:56:50 That's gonna take you off mute and if you can please state your organization and your name.

16:56:55 Keep your comments respectful and brief. Alright,

16:57:02 Currently don't have any hands raised so i'll give it one more minute.

16:57:09 There's nothing in the Q and a

16:57:19 Okay, Then we are gonna close public comment. say 15 min. So the we can turn it to you, Alright, so we're gonna turn to next slide, please.

16:57:36 As we said before, there are 6 phone features. She got copies of touch on it very briefly.

16:57:45 In our kind of meeting here. These would be the so thought is that these be released on July first, to be followed by additional calls to seek.

16:57:54 Except for that time i'm gonna take the first 3 here last 3.

16:58:02 It's gone to the next slide and i'm not gonna read all of these to you.

16:58:06 They're just a couple of thoughts that I wanna highlight here.

16:58:11 So. first of all, it's stated earlier. and The DSA is tended to not be invented frequently.

16:58:16 This process is specifically about the DSA. It does require that we maintain a list of current and fire participants that assign the DSA.

16:58:28 It requires the governance since he review. then the DSA.

16:58:40 And which suggestions would actually go through the process. And it does stipulate that there is a 30 day comment period for participants, and then participants have 30 days to execute

16:58:58 The amendment to the DSA. This does in policy procedures here.

16:59:02 It does have a requirement or signatories to the DSA.

16:59:07 To execute the amendments as well. Are there any thoughts or concerns here?

16:59:15 Yes, 30 days total. or is it 30 days, and then 30 days?

16:59:19 I believe it's 30 days, and then 30 days there is a 30 day comment period, .

16:59:25 And then there's 30 days to execute after the call, and the comments that do take place there might lead to revision.

16:59:34 But the policies and procedures do not provide the mechanism for endless cycles of comments upon contact

16:59:45 Shelly. Yeah, i'm just curious about the requirement of signing an amendment.

16:59:51 Yeah, I don't know just debate but be easier just to say say that it becomes effective immediately.

17:00:01 Yeah, signatures during that period Morgan.

17:00:14 I think your hand was up thank you if it said if consultation with local partners and other stakeholders took out the work advisory group or leave it again, depending on whether we're prepared to have that

17:00:38 particular body. we subject to Google team or not, right? you will able it no way to suggest it.

17:00:47 And so that's a that's a That's a think about may end up being that way.

17:00:55 But we don't necessarily want okay to be in that way. great though, if you don't want it that way, you gotta write it.

17:00:57 I also want to come back to elizabeth's earlier comment about 30 days, Thesa does have that comment period, and it? does it's also just going to be very different of amendment that we're looking at

17:01:15 the policy is just features where most of the need of day to day compliance is going to be so a short turnaround time there, and I I feel like there wasn't a public comment grade on that Please tell me

17:01:25 but they're just one it's it doesn't cycle twice like, so that's I because we're putting everything that matters in the policies and procedures and that's coming being able to comply

17:01:37 with a substantial change to some of them i'd actually be a huge lit for some organizations, even that others will see

17:01:46 I I think that the 30 day period might really be so let's let's hold that for a second.

17:01:52 Are there any other comments about this policy and procedure?

17:01:56 About amendment to DSA. and then once come back and talk about that pretty basic , ram.

17:02:02 Sorry it's in such section. 3 B. about criteria established by the governance entity.

17:02:13 If a request for proposal and satisfies that criteria, what what is that criteria?

17:02:20 To be determined, to be determined by the Government sent to team.

17:02:24 But what the intent here is is to exclude frivolous amendment request.

17:02:31 But the criteria are not called down in the policies and procedures that are to be determined by the governance?

17:02:38 And are you suggesting that we need to add that as part of this policy for teacher or that, I think again deferred.

17:02:46 When this gets published, folks would like, read that and be like, Where?

17:02:48 What are those criteria? So it's just a timing thing about when they get developed?

17:02:52 Okay. anything else on this policy and procedure. Then let's go ahead and turn to the next way.

17:03:05 So this is on amendments to policies and procedures.

17:03:09 The process here is largely the same except that this one does not call for

17:03:13 We're organizations to sign the policies and procedures.

17:03:20 And it does call out a 30 day period for comments.

17:03:25 But the the policies procedures would go into effect that that 30, those 30 days, unless the governance entity withdrew and amended the policy and procedure.

17:03:37 So to your point, I think the question here is, what should that time be?

17:03:41 Should it be? 30 days, should be 60, should be 90. should it be attached to the procedure and be defined in the procedure. But I think it should be standard personally across all of them. I realize that some things probably

17:03:54 could be rolled out more quickly, but trying to manage moving targets worth of dates is probably not worth it for the marginal benefit it would provide.

17:04:04 I would say 90 90 is not uncommon in the industry.

17:04:10 Use people time to process, and especially because we are working with not just big entities that are already connected to the care, qualities, and what not.

17:04:17 Dealing with this on a day to day, a ton of small organizations or organizations that are not accustomed to this kind of dedication.

17:04:23 You have to give them time 1,980 is arguably on the short side, and just to clarify 90 days implement following publication. the final new I have a 30 day comment period and Bill, I didn't

17:04:41 know if you had a cost it's really difficult to change your business process, to provide an organization in 30 days But the other thing I wanted to mention to you would be back up once on a comment period I think

17:04:57 we should follow the standard comment period 4 5 days Let's use them to be administrative procedures at because Elizabeth's point.

17:05:05 These could be potentially big changes, Thank you and you wanna to buy a comment.

17:05:12 And that's typically standard timegrade that use unless It's at a virgin survey I just say 45 days.

17:05:25 Okay. would you extend the comment period in Bsa amendments to 45 days as well to error?

17:05:29 That or do you want to make sure that they're longer piece Oh, that's a good point.

17:05:36 I think that's yeah Okay, you should alright similar to the point your question, Some bills I don't recall off hand whether 81, 33 provides an exception to whole making if it doesn't and we

17:05:54 don't want to do the Apa. rule making then the next statute needs to provide that freedom.

17:06:05 Otherwise . otherwise someone could look at these this looks this looks like we're making the mean, and we don't have an exception.

17:06:12 We'll make you someone who doesn't like it we'll throw money.

17:06:17 So what the statute with specific we need to define the authority to set up to to implement without following the Api.

17:06:28 There's some pretty standard language any of the government lawyers around the table should be

17:06:38 And then we do 90 days to comply. Would we basically be in compliance with No, you need.

17:06:44 You need explicit , explicit staff story already.

17:06:48 Send back to you if if that's what we want , you can choose the other awesome.

17:06:54 So yeah, we're gonna follow. Okay, yeah there's some common language that being used in a lot of legislation right now.

17:07:00 Pretty standard for waiver of apa, shall we? Yeah. And then I one thought was that there may be some entities that came from the 90 day.

17:07:11 So would there be some opportunity to bye. Okay,

17:07:32 I bought my taxes late

17:07:37 Are there. Any other boxer comments on this

17:07:44 Yeah ram are we going. Yes, sorry yeah it's you know it's hard to follow the hands when they're out of the room.

17:07:51 You know it really remains to be seen how substantial the amendments will be.

17:07:59 I mean, I could imagine some amendments really requiring a lot of lift on the part of participants to be able to comply with them.

17:08:07 They may need to get, you know, new software, right? new contracts put new programs, or, you know, capabilities in place.

17:08:14 I I do worry, you know, even 90 days is pretty short to put in something significant, especially if the suggested change is controversial.

17:08:25 So I I I think we should not expect too much here.

17:08:32 I think it think we need to leave some some time in these 2 changes for us to see how how it goes.

17:08:41 And then perhaps consider tightening things up in the future.

17:08:43 But I think some of the numbers that are being thrown around are pretty aggressive, and there are a couple of different options there, so we could extend it to one.

17:08:52 We're maybe days, which is fine, but for small changes that feels a little bit silly, or we can use language that I've seen any of the number of times on it, which is essentially it will be at least 90 days for

17:09:07 such longer period as is set for nearman, so it gives you the ability to extend it.

17:09:14 Now the question is, do we want the default to be?

17:09:18 90 days will be option if people deem it necessary, which they may or may not get right to extend it to the 1, 80, or even a year or 2, depending on what it is.

17:09:28 Or do we want the default to be 86 month timeline, or something along those lines?

17:09:34 Just because we are concerned that the judgment goals or the understanding of how long it may take for things to change it's just it's not necessarily fully developed yet, and we'd rather have more space too little both of those work

17:09:47 but what i've been hearing from steven and then Elizabeth's amendment is we could make a default at the minimum 90 days.

17:09:57 And new amendments, or your policies could potentially define a longer time.

17:10:03 Period. If those appear to be warranted to make big changes during software process or other things which seems very reasonable and hit the second guest and say, like the people who are making new decisions, don't know what they're doing but that gives us

17:10:18 some flexibility to see a lot of

17:10:35 Prescriptive control, which then implicates more activity.

17:10:38 On the governing body to manage then do the 90 minimum 90 days up to the I think it's a we're cloud effort.

17:10:50 , so I think we have Eric and I know , , , back from meeting, so we can ask for a big , , , Oh, just throw out as a strawberries and consider following the api

17:11:03 to find noble process. The downside is it's really slow.

17:11:07 That's a year unless you meet unless you'd be, you know, the standards for emergency, and amount of as Well, Eric, there, there's another option which would be to not put the timeframe in this

17:11:22 policy and the criteria that I naively questioned earlier, would address setting a time period for each amendment.

17:11:32 That would be whatever was felt to be reasonable or the scope of that. And that way you don't have to get stuck between 90 or 180, or you do it, based on what the amendments concept back to right back to the

17:11:49 group saying, Okay, this is probably gonna take 6 months or this is a 30 day change.

17:11:53 I think there wasn't a suggestion of a minimum timeframe that would give books some comfort going in.

17:11:59 I I would actually argue that having a minimum time frame is necessary, no matter what it's, a question to me.

17:12:06 Should that minimum time frame be 90 days or should the minimum be 1 80, and it's almost never an administrative burden, because it's so rarely would come up that they would need more than 6 months right so there should always be

17:12:18 I think the flexibility to extend it, and I think we need to build that in.

17:12:23 There should not be a hardcap all the time, because some of these changes, as Steven pointed out, could be incredibly substantial, depending on where this goes over.

17:12:33 Time, so I think we always need to have the option to expand.

17:12:37 No great more time, do we think having a lower administrative burden is worth the extra 3 months, and make it 1 80 days. and I I think there's very very especially in the beginning, and if it doesn't work if we need to

17:12:51 start a bias towards more than less, especially with the number of institutions that will be signing this that are new to this concept.

17:13:13 That's right. How do you want to add some language saying, unless the shorter time period is required to comply with applicable law, or or you know some sort of out in case of some sort of unforeseen

17:13:22 emergency circumstance. It requires a shorter, shorter timeframe.

17:13:27 You should have enough, but what if there's like a lawsuit that results in something being being overcurrent, or you know I just like would like to have a a caveat in there so can we then say 180

17:13:40 day minimum plus. there's some applicable law language in case It needs to be shorter .

17:13:46 The ability to accept plus the ability to expand

17:13:56 But the flexibility is worth it. Think we have a deal.

17:14:01 Shall we move on to the next one? So the next one is data elements to be exchanged.

17:14:10 One of the things that I will mention here is we've talked a little bit about standards.

17:14:14 This is not a specification of the methods for exchange, but the data that is to be exchanged here.

17:14:21 Much of the language in this policy procedure mirrors what's in Av.

17:14:26 133 already. So for healthcare providers, it calls out exactly the language that's in oh, one av 133, although it extends it to additional types of providers beyond the language again 100

17:14:39 and 33 for health plans. It also mirrors the language in A. B, 133 for county health facilities and public health agencies.

17:14:48 The data is not specified in 81, 33. so poses something here with the caveat.

17:14:55 If it is allowed by applicable law and for intermediaries which are not defined in the DSA.

17:15:03 But here it says that they are required to exchange the data that is applicable to their participants.

17:15:14 So if they have a health plan, that's a participant they must support exchanging all of the data. but help plant if they have a healthcare provider, that's a participant, must exchange all of the data

17:15:25 applicable to provider dev devin. Yeah, I think

17:15:33 I think this is definitely harded. in. the right direction. but it needs a proviso that it's. if you've got it. you share and let's we'll make a note to make sure that it is the extracted language here I

17:15:52 go. I don't think so. stuff in the in the policy if it is if it's known by the

17:16:09 The data use agreement.

17:16:17 They're still There's going to be significant incentives for hio intermediaries to sign it with participation.

17:16:28 Allowing for them to draw down State funds that might be available to associate exchange.

17:16:37 So yeah, there's not reference to 1 33, but we would expect that there's going to be .

17:16:44 So okay. the last meeting we were talking about this fairly, significantly, and one of the questions, I think, was one that definitely actually brought up was, Are we going to have intermediaries?

17:16:55 Sign this document. Are we going to set up a second a separate process in a second separate potential set of recommendations for them?

17:17:02 What I'm hearing from your account, is We want them to sign this document there may be secondary processes delay some funds that are also part of that.

17:17:12 But this is going to be the documentation this is where we're headed with intermediaries.

17:17:15 I would think so, but I have not really considered what another document would look like, and why that might be necessary.

17:17:25 So at least, that's. just my perspective I don't it's particularly qualified as an that's a really good question. how are you a little bit in favor of yeah let's say it's

17:17:37 gonna be this only because some other participants might participate only through their chosen intermediary.

17:17:46 , Okay, So I I understand what you're saying if there's a qualification process which there is intended to be, is there a other type of contract or agreement that they would be assigned in in addition to this I

17:17:58 think kind of expectation that this is would have to be signed of what else would need see.

17:18:05 Might they need to sign to become qualified and then what benefit? Is that? Why don't we turn on to the next slide?

17:18:13 Diana's cabinet and this just calls out the standards associated with data. Again, not the standards associated with exchange standard associated with data.

17:18:26 These recognized standard Federal standards. The one exception, I would say to that is number 2 calls for use of the most recent people.

17:18:37 Cdi, as opposed to version. one which is usually what's called out in Federal regulation.

17:18:43 And is what's mentioned in 81 33 but we've had discussions in this group about raising that bar, and keeping better aligned with us, Cdi and that would largely be for terminology, sets more than

17:18:57 a anything else, because the Day exchange attaches to, I?

17:19:04 And so us Cdr would specify data elements Are there any comments about those standards?

17:19:12 And then i'd say that would we've identified that there is have additional Pnp that needs to be issued for transport standards.

17:19:21 How we actually exchange information that is not part of.

17:19:25 Shall we Yeah. I'm. i'm curious about the inclusion of social services.

17:19:32 Information. , Yeah, I I think that there are special special spreadsheets.

17:19:37 Maybe you know I think we need to clarify that this would be for covered entities.

17:19:48 Okay, and and the language. There is not this applies to social service organizations, but it's invoking the health and social Services information, definition.

17:19:58 But we can limit this to covered it

17:20:13 These are , , with , they do all set a little bit with the like.

17:20:24 If you have a concept essentially like if it is an readily transmissible format, if it's not already set up it's just an excel this wouldn't.

17:20:38 Apply. So I think that the solution we hit on in a few different places might work here as well.

17:20:42 That's like If It's already there you're not obligated to necessarily reform out your entire , especially in social Services Conference.

17:20:53 Steven. Yeah. thanks. I would just add that There is a time lag between when a published version of the Us.

17:21:04 Cdi is is available, and when it is incorporated into certified health, it technology.

17:21:15 So I think there needs to be a statement that you know this.

17:21:19 This would be done if technically feasible,

17:21:27 Thank you. Sure, I might, since I was unprepared and did not bring a power for my computer, and I no longer have power.

17:21:39 But I wonder if Alan, would you be mine? Not a boy scope?

17:21:43 Would you be willing to take on for the next set of policies?

17:21:50 I'm sorry I can yep you will owe me a glass of fine, but i'm happy to do that.

17:21:58 Many cases. Okay, So brief notification. So this will look familiar as well.

17:22:04 So this was also contained in the one of the sets of topics that you reviewed.

17:22:09 Defines breaches you Good. I heard some No.



17:22:16 Okay, you know, defines breaches. The unauthorized acquisition.  
17:22:20 Access to exposure, use of health and social services, information.  
17:22:23 And then, just for the participants obligation to not notify, investigate, and mitigate any breaches and the key procedures.  
17:22:32 This is not everything that's in the policy you know look at the policy itself, or for all the details.  
17:22:37 But it basically it's a little bit different from what we have said in the original set of topics, because there we said that if a participant determines the breaches occurred they've got to provide notification  
17:22:52 no later than 2 calendar days to the governance entity and all participants.  
17:22:57 And we didn't think that that was necessarily reasonable given how many participants will be.  
17:23:04 So we change this to say they've got to notify within 2 calendar days.  
17:23:08 Governance entity and any affected participants and then we gave him 10 calendar days to notify any other affected individuals and or entities. that's obviously well within the the requirements that under Hipaa and  
17:23:21 then the second part, I think, is consistent with what we're in the original set of topics, which is that if they breach, involves a governmental participant, then the participants have to notify the governmental participant within 20  
17:23:34 4 h. There's also additional language in the policy like what the breach sort of case must be, include, and it's what you saw before.  
17:23:43 It's like a description of the breach the people involved in the breach.  
17:23:47 The type of information breached. the participants impacted.  
17:23:50 The number of individuals or records impacted the action taken to mitigate the current status of the breach.  
17:23:55 If it's under an investigation, have been resolved, and then correct corrective actions taken, and steps taken to prevent those similar a similar breach.  
17:24:03 And then we also have in the policy itself the exception for the the the language providing a delay at the request of law enforcement, which tracks the the hipaa language.  
17:24:14 And We also have a closet says that this doesn't relieve a participant from having to comply with any other breach reporting obligations under other laws like maybe under a like a consumer notification or  
17:24:27 something or something like that. good Jen. And then I think we had selling  
17:24:35 Shelly knows where i'm gonna go 2 calendar days, as the cipo who's got to figure all this out.  
17:24:42 This is going to put me in a world of her head could open me up to liability litigation all sorts of bad stuff, because i'm not gonna know what's going on, and if I have to issue a statement about what's  
17:24:53 going on with so many unknowns. minimally, I always push out 10 business days on any.  
17:25:00 I automatically red line 10 business days on anything and having 3 different clocks on top of other clocks that you're gonna have for notifications is a lot to figure out.

17:25:13 I I I think this needs to be revised significantly and you're gonna have to look at what other California regulations for like social services data that's not. And there's still a hipaa is subject to

17:25:28 Attorney general notification, you know different. There are different clocks on that.

17:25:36 Different numbers of affected individuals. This needs work. So it yeah, I I think maybe I agree with you.

17:25:44 I always push back all these time prices. Where does this come from?

17:25:47 Kind of ignores reality, which is, you have to go through the Cso.

17:25:50 Then you have to go to the insurance company up to deal with management.

17:25:55 Go through the attorneys I mean there's a lot that goes on when you have a special breach.

17:25:58 So I always think these backgrounds are just where did where these come from?

17:26:04 The the law does have time. Crimes We already have time pricing for a breach and education.

17:26:08 You already have time frames California law. So why do we want to impose on ourselves these standards?

17:26:15 Number one, and then number 2 is you know for perhaps it's, you know we comply with a lot of respect to breach notification, and the additional requirement here would be just that you notify the government provided a breach notification as

17:26:31 a required to of your loss. so it would just be to allow the Government insinity, and to know what's going on, and then to allow them to notify their participants.

17:26:41 That State Federal loss s by 10 calendar days set there's much longer that's just usually I can't get away in contract with participants.

17:26:53 Stay on , every 60 days and they're gonna it's much longer.

17:26:57 . I think, is 30 days I mean so it's just seen 2 days.

17:26:59 I forget this is around 30 days, I just from the governmental side.

17:27:08 I understand definitely. I come from a background of private practice.

17:27:13 So I do understand the the timeframe challenges.

17:27:15 But with our information, privacy, security requirement exhibits on our contracts and our data use agreements.

17:27:21 We, I have never seen an agreement allow longer than 74, 72 h.

17:27:28 So for for notice, for a new notice of like hey? that's not not the full report and understanding, but the initial notification that something has happened.

17:27:40 We have never allowed longer than that. and it's generally 48, 24 to 48 h.

17:27:45 I think you have a lot of variants here. I don't know that this committee is gonna be the one too. Stream. Thank you.

17:27:50 Pencil. I mean, I think that what you can do is initial notification, you know.

17:28:02 And I I think standard from the Ciso perspective is asap, because what they need to do is not necessarily have a report of all the many creamy details.

17:28:12 But if they have to turn off taxes, that's right immediately, because there is a fishing incident or a hacking, or whatever that that's kind of the purpose, and all our data exchange contracts, when we have that

17:28:28 immediate. So maybe that could kind of be terrified you know that's basically the macro view of what they need to do.

17:28:38 As far as like some of the entities signing on that are covered.

17:28:42 Under California cphs. you know the Health and Safety code rules versus others that may just be subject to

17:28:54 We could probably Adam Liser links or thoughts there on, instead of doing a strict deadline.

17:29:02 Whatever one is that and then maybe do for social services like an outer limit.

17:29:11 No reasonable delay with 60 days. something something of that nature to think outside the box, instead of doing like a strict deadline, like no doubt, have that media

17:29:27 And then notification to individuals, perhaps whatever. for that entity.

17:29:36 Okay, So affected sounds like and we'll go to Morgan as Jen that I don't work at a time.

17:29:43 But what i'm hearing you say is we may need to basically have bearing, give ourselves some room to create some variance in terms of the type of entity and what they would which could get pretty complicated But yeah, i'm i'm struggling with with what to say

17:30:02 here at all, that that that we're we if we say this or some variation of this, that we're we are imposing a burden on some participants where there was none before.

17:30:15 Let's say, when in and I was able by department sets a very aggressive standard.

17:30:20 When the other parties are business associates. you know we we ask for 24 h, and and if you twist my arm hard enough, i'll go to 48 because we have some. that We have some deadlines,

17:30:32 we have to find that 1 h it's crazy yeah they're they're really difficult.

17:30:40 But the flip side of that is if it's if this to another cover Entity not my business associate a treatment, health a doctor loves, or a hospital.

17:30:52 I don't want to hear about their reaches at all I don't have any legal obligation to deal with their room. just.

17:30:58 I do want to know if it's a 1 million people I want to know.

17:31:01 But there's no legal obligation. and I don't think we should create a new one.

17:31:07 Okay, Yeah, Jan: I think we need to take this offline and work it.

17:31:14 Rework it because I don't agree with this and I wouldn't represent the lanes could be okay with this but I also think to your point some of what you're talking about isn't what is defined legally

17:31:28 sometimes as notification. it's more of the mitigation activities like stop the meeting absolutely.

17:31:33 I should be picking up the phone and talking to you yeah that's different than notification.

17:31:37 That. Yeah. And so I think that also needs to be parsed.

17:31:41 Yeah, because that absolutely should have and that should be in the series of we're all you know, off working together here.

17:31:48 We need to put together on that. bye, I think we need to work for notification for all the reasons.

17:31:55 , and we're not going to get it done next 90 s , , baggage, meaning we'll have to get more of your input and and how we may actually craft. We don't have time.

17:32:09 For the last 2. we got through. almost everything just kind of racked us.

17:32:13 But but but I mean we would appreciate this, and you could please provide us with any written promise with the other.

17:32:20 Anything that you talked about today. we'll capture the notes but the last 2 Pp.

17:32:24 Particularly since we didn't have a time to discuss so we can try to get those comments less than the end right bye, any concerns.

17:32:32 Really appreciate you amazing work. you've done to the team that help draft this talent.

17:32:39 And the team here at Cdi but for you all who've traveled or come from license close.

17:32:46 Thank you for all your really good work. Well, thanks for having me , so far along that we could actually get some folks from the that State

17:33:08 . you have some things to do you guys don't need to sleep between now and July.

17:33:11 First go forward. Okay, well, very nicely said from the group from Jonah.

17:33:19 So we will deliver it. Will guys can read as well.

17:33:24 But, we just appreciate everyone continuing to give us your comments and your feedback it's quite a bit.

17:33:30 But we have a we do we have a great team who's trying to coales really move towards consensus, and all these points are very valid, and I would say because of the speed that we're going at

17:33:40 That's why this Stuff's popping up because i've got those fixed along the way as well, so with that provide feedback. By Friday April 20 ninth, and then take a look at the notes and we have

17:33:53 our next meeting. I don't see that here and we Haven't got a our next Pg.

17:34:00 Meeting is on May eighteenth. so we're still under these vaccine rules, so the hope is that we can make a for on here in person.

17:34:08 But let some people not have to travel so we're trying to stagger.

17:34:12 So just stay in that bond letter let us know and that's where I want to end with my big thanks to Shah, who has been just incredible source.

17:34:22 Just support for our entire team for all of you, but also supporting us, and so many other things that does.

17:34:30 While it was so easy. She makes it look easy but thank you and hopefully.

17:34:32 We'll be on big room for our big meeting on the 18 no, no short of that.

17:34:39 So thank you again. Thanks for traveling up and travel city back.

17:34:42 Take care! pull in the meeting