MINISTRY OF HEALTH
SINGAPORE

FREQUENTLY ASKED QUESTIONS ON CODE OF PRACTICE FOR DATA PORTABILITY (CODE)

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1. General

1.1 What is the Code about?

When healthcare providers (e.g. General Practitioner (GP) clinics or Active Ageing Centres (AACs)) switch from one Healthcare IT System to another, it is essential that they continue to have access to the Records of their patients and other service recipients, for the purposes of safety and continuity of care. This requires the accurate and complete porting of Records between Healthcare IT Systems.

This Code is developed to set out the rules of engagement among Healthcare IT Vendors and their Clients (e.g. GP clinics or AACs) in ensuring data portability. It also covers the practices that Healthcare IT Vendors shall endeavour to undertake in the provision of support or services to ensure Data Portability*.

For more information, please refer to the Code of Practice for Data Portability at https://go.gov.sg/moh-dataport.

**Data Portability refers to the ability to move, copy or transfer data from one computer storage system to another as identified by the healthcare providers (e.g. GP clinics or AACs), while ensuring the accuracy and completeness of Records as well as the privacy and interests of the individuals to which the Records relate.*

1.2 Who does the Code apply to?

This Code applies to all Healthcare IT Vendors and Healthcare IT systems participating in MOH programmes and those subject to Health Information Act (HIA) requirements where applicable.

1.3 Who should be involved in the data migration process?

Incoming and Outgoing Healthcare IT Vendors and their Clients (e.g. GP clinics or AACs) should adopt the reference working model in the Code which involves all three parties in the data migration process. All parties must be involved in the development of the data migration plan and should arrive at a mutual understanding and agreement on the data migration plan before its execution.

The data migration plan may cover the expected data output and its format, number of exported datasets required, the data migration schedule, and any other technical matters.

For more information on roles and responsibilities of each party, please refer to the Code of Practice for Data Portability at https://go.gov.sg/moh-dataport.

1.4 Why does the Code not have a technical portion or provide guidance on technical implementation?

The Code is intended to set out a minimal set of rules of engagement between the outgoing Healthcare IT Vendor, Incoming Healthcare IT Vendor, and Client. The Code therefore

(a) Sets out the practices that Healthcare IT Vendors shall comply with in the provision of support or services to ensure Data Portability;
(b) Promotes a Client-centric approach to the provision of Data Migration services to ensure Data Portability; and
(c) Advocates best practices for Data Portability across the Healthcare IT industry.

2. For Healthcare IT Vendors

2.1 What is the process that should be followed for data migration and the handling of missing data post-migration, such as migrating historical data before performing a cutover for delta data

There is no prescribed technical process for data migration and handling missing data post migration, as the process may vary based on the specific needs and/or settings of the Client (e.g. GP clinics or AACs). The Outgoing Healthcare IT Vendor, Incoming Healthcare IT Vendor, and the Client will need to mutually agree on data migration and post-data migration activities and time period for completion of each activity which should be reasonable.

You may wish to define and include service level agreements as part of your Contractual Agreement and any other agreement between you and your Client (e.g. a Data Migration Plan).

2.2 What is the expected duration for completing data migration and post-data migration activities?

There is no expected duration for completing data migration and post-data migration activities, as these may vary based on the specific needs and/or settings of the Client (e.g. GP clinics or AACs) and the different data migration processes employed by Healthcare IT Vendors.

However, you can refer to industry norms for duration of data migration and post data migration activities at https://go.gov.sg/moh-dataport.

2.3 What format should I use for the written guide (e.g. data dictionary) for data export?

There is no prescribed format of the written guide, as the Code is not intended to be a technical implementation guide. The Outgoing Healthcare IT Vendor should provide a written guide (if requested), understanding the intent of its provision, what it should include, and who it would benefit.

2.4 Can I enforce my contractual rights if there has been a breach in my existing contractual agreement with my Client during data migration?

If there has been a breach in your existing contractual agreement with your Client during data migration, you may have legal grounds to enforce your contractual rights. However, under the Code, you are expected to make reasonable efforts to minimise disruptions to the Data Migration process. It's important to enforce your contractual rights in a manner that does not unduly hinder the transition of services to the Incoming Healthcare IT Vendor, ensuring continuity of healthcare IT services for the Client.

2.5 What if the exported data provided by the Outgoing IT Vendor cannot be directly imported into the Incoming Healthcare IT Vendor's system?

As Healthcare IT Systems may differ, the Code does not prescribe a single technical approach for Data Migration. Where the exported data cannot be directly imported into the Incoming Healthcare IT Vendor's system, the parties should first discuss and agree on the required data outputs and formats as part of the Data Migration Plan.

Based on the agreed data outputs and formats, the Incoming Healthcare IT Vendor may need to undertake additional technical work, where necessary, to facilitate the Data Migration. The exported data should meet the requirements set out in the Code, including those on machine-readable formats and proprietary data standards.

2.6 Can I charge my Clients for additional data extraction or data mapping services (e.g. trial, post data migration)? What should I do if my Client does not want to pay?

The Code does not prohibit Healthcare IT Vendors to charge for data migration if needed. You should however, inform and discuss with your Client on the scope of

services rendered and their associated fees, if any, as this is ultimately a commercial arrangement between you and your Client.

2.7 Can I purge the data from the Outgoing Healthcare IT System immediately after the Client has provided written confirmation on the completion of Data Migration and Post- Data Migration activities?

Purging of data from healthcare IT system post migration should be in accordance with the contractual agreement signed by your Client. It is the Client's business decision whether to keep the data in the Outgoing Healthcare IT System after they have migrated.

2.8 What is considered "reasonable assistance and/or cooperation" between the Incoming and Outgoing Healthcare IT vendors?

The Code requires the Incoming and Outgoing Healthcare IT Vendors to provide reasonable assistance and cooperation to each other so that Data Migration and Post-Data Migration Activities can be completed. Depending on the circumstances, this may include participating in technical discussions, providing clarifications on matters such as data format and quality, providing assistance on technical matters where necessary, supporting the development and execution of the agreed Data Migration Plan, and working with the parties involved to address issues that arise during Data Migration.

2.9 Who should I approach if I have a dispute with the other Healthcare IT Vendor in relation to the Code/data migration?

You are encouraged to reach out to your Client for assistance as they have a commercial arrangement with the other Healthcare IT Vendor. You and your Client are encouraged to resolve conflicts before surfacing to Synapxe at synapxe.hsg.vendorengagement@synapxe.sg or synapxe.asg.partnerengagement@synapxe.sg for further assistance/clarification. Synapxe will review and decide if there is a case for intervention.

3. For Healthcare Providers

3.1 My Incoming Healthcare IT Vendor suggested not to involve the Outgoing Healthcare IT Vendor for data migration. Is this allowed?

Without the Outgoing Healthcare IT Vendor's involvement, both vendors may not be able to agree on the data export requirements. This may prolong unresolved data export issues and delay your data migration.

Incoming and Outgoing Healthcare IT Vendors and their Clients (e.g. GP clinics or AACs) should adopt the reference working model in the Code which involves all three parties in the data migration process. All parties must be involved in the development of the data migration plan and should arrive at a mutual understanding and agreement on the data migration plan before its execution.

For more information on the key steps of migration and roles and responsibilities of each party, refer to the Code of Practice for Data Portability at https://go.gov.sg/moh_dataport.

3.2 What should I do if the data exported by my Outgoing Healthcare IT Vendor cannot be imported into my new Healthcare IT System?

The Outgoing Healthcare IT Vendor should first ensure that the exported data meets the requirements set out in the Code. If the data exported cannot be imported to the new Healthcare IT System, you are encouraged to request for a copy of the data and a written guide (for example, a data dictionary) from the Outgoing Healthcare IT Vendor to assist you and/or your Incoming Healthcare IT Vendor in interpreting the exported data.

3.3 What shall I do if there are disputes between the Healthcare IT Vendors, which is resulting in delays in the Data Migration Schedule?

As data migration is ultimately a commercial arrangement between you and your Healthcare IT Vendor, you should facilitate/mediate any disputes before exercising dispute resolution clauses in their contractual agreement.

3.4 Who should I approach if I have a dispute with my Healthcare IT Vendor in relation to data migration?

As this is a commercial arrangement between you and your Healthcare IT vendor, any disputes should follow the dispute resolution process as set out in the signed contractual agreement. For further assistance, you and your Healthcare IT Vendor may email Synapxe at synapxe.hsg.vendorengagement@synapxe.sg or synapxe.asg.partnerengagement@synapxe.sg. Synapxe will review and decide if there is a case for intervention.

3.5 Is my Healthcare IT Vendor allowed to charge me for data migration support?

MOH is aware that there might be cost incurred for data migration and post-data migration activities. While the Code is not meant to provide guidance on or set charging practices, it requires Healthcare IT Vendor to include clauses relating to Data Migration in each Contractual Agreement, including, but not limited to, clauses on the type of support rendered and fees related to Data Migration (which may be part of the contract price or separately priced).

3.6 When is my Healthcare IT Vendor considered to be non-compliant with the Code?

In general, the client should define acceptance criteria or thresholds for data migration schedule and plan based on their specific needs and any limitations faced by their Healthcare IT Vendor(s), as part of their commercial arrangements with their Healthcare IT Vendor(s).