



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 the Healthcare IT Vendors and Healthcare IT Systems set out on MOH's webpage at <https://go.gov.sg/moh-dataport>, for the purposes outlined on the webpage.

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.

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 Why does the Code not provide detailed steps for data migration and handling of missing data post migration, e.g. migrate historical data, followed by cutover for delta data?

The Code does not prescribe technical details and guidance, as data migration 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 Why does the Code not stipulate the duration allowable for completion of data migration and post-data migration activities?

The Code does not specify the time period 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 Why does the Code not prescribe a format for the written guide (e.g. data dictionary) for data export?

The Code does not prescribe the 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.

1.5 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.

2.5 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.

2.6 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?

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 My data cannot be migrated to the new Healthcare IT System. What should I do?

For datasets which cannot be migrated 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) which will allow you to interpret the data. The Outgoing Healthcare IT Vendor should export the data in an acceptable format and within the time period as agreed.

3.3 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.

3.4 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.

3.5 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 in 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 Data Migration Plan?

AACs should define acceptance criteria or thresholds for data migration schedule and plan based on their specific needs and understanding of the limitations faced by their healthcare IT vendors (if any), in their commercial arrangements with their healthcare IT vendors.