Leading EMR Adopter Program (LEAP)

Key Terms of Engagement between
EMR Vendor and NCG Centres

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Key Terms of Engagement between EMR Vendor and NCG Centres

This Annexure contains key terms of engagement between EMR vendors and NCG Centres. The specific engagement terms will be finalized between NCG Centre and Oncology EMR vendor at the time of agreement.

Key Modules & Implementation Timelines	
Key Modules to be implemented	Module 1: ABC Module 2: XYZ Module 3: PQR
Project Implementation	Start Date: End Date:
Project Implementation Team	Project Head: <Name> Project Manager: <Name> Application Expert: <Name> Technical Expert: <Name>

Service Level Agreement Terms	
SLA – System Response Time	The system shall provide a response time of under 3 seconds for all modules
SLA – Incident Response time	**Incident definition** - Any event/abnormalities in the service being rendered, that may lead to disruption in normal operations and services to the end user is called an incident. **Incident response time definition:** Time elapsed from the moment an incident is reported in the EMR vendor's incident registry or over the phone or by any applicable mode of communication, to the time when a resource is assigned for the resolution of the same. **Incident resolution time definition:** Time elapsed from the moment incident is reported to the incident registry either in person or automatically through the system, to the time by which the incident is resolved completely and services, as promised, are restored. The definitions of Major, Moderate and Minor incidents along with the respective Response Time and Resolution Time is given in Table 13.3 below.

SLA - Downtime	**Downtime definition:** The period for which the specified services/ components/ outcomes are not available in the concerned period. Exclude downtime owing to force majeure & reasons beyond the control vendor e.g., Electricity or Internet outage at NCG Centre **Downtime SLA & Penalties – See Table 13-1 below**
SLA - Uptime	**Uptime definition:** The period for which the specified services/outcomes are available in the period being considered for evaluation of SLA. Uptime (%) = {1-[(Downtime)/ (Total time- scheduled maintenance time)]} *100. **Downtime SLA:** If the services are unavailable (except planned downtime) for the X% of the time in each month, the NCG centre will receive a credit equal to X% of the monthly service fees for each hour of downtime exceeding the defined threshold.
SLA – Scheduled Maintenance	**Scheduled Maintenance definition:** The period for which the specified services/components with specified technical and service standards are not available due to scheduled maintenance activity. EMR vendor is required to take approval from NCG centre at least three weeks before any such activity. SLA: The scheduled maintenance should be carried out during non-peak hours (like post-midnight) and should **not be for more than 8 hours**. Such planned downtime would be granted of **maximum three times a year**.
SLA Reporting	EMR vendor shall prepare and distribute the SLA Performance reports in a mutually agreed format by the 5th working day of every month. The reports shall include "actual versus target" Service Level Performance, variance analysis and discussion of appropriate issues on significant events.
Data Availability / Storage / Usage Terms	
Data Availability	As per MoHFW guidelines and EHR Standards 2013 (revised in 2016), which are applicable for all Healthcare Providers, such that all electronic records must compulsorily be preserved and never destroyed during the lifetime of the person. Source: (https://main.mohfw.gov.in/sites/default/files/17739294021483341357.pdf)
Data Archival	Health Service Providers are free to decide when to make a record inactive, however, it is preferable to follow the "three (3) year rule" where all records of a deceased are made inactive three (3) years after death. Source: (https://main.mohfw.gov.in/sites/default/files/17739294021483341357.pdf)

Data Encryption	Data to be encrypted as per MOHFW guidelines 1. Minimum 256-bits key length 2. HTTPS, SSL v3.0, and TLS v1.2 Source: (https://main.mohfw.gov.in/sites/default/files/17739294021483341357.pdf)
Data Usage	Patient data can solely be used for patient care. Anonymised or de-identified data in an aggregated form can be used with NCG's permission for clinical research, academic research, statistical analysis, policy formulation, and the development and promotion of diagnostic solutions.
Data Privacy	To maintain the privacy and unauthorized disclosure or use of regulated data such as protected person information or Personally Identifiable Information (PII), which is any information someone could use to identify someone or infer their identity. The EMR vendor shall be responsible to maintain data privacy as per the (EHR) STANDARDS FOR INDIA guideline by Ministry of Health & Family Welfare. Data privacy to be maintained as per policy ISO/TS 14441:2013 Health Informatics – Security & Privacy Requirements Source: (https://main.mohfw.gov.in/sites/default/files/17739294021483341357.pdf)
Termination Terms	
Termination Term	NCG centre reserves the right to withdraw/ terminate the contract with EMR vendor in any of the breaches of contract terms. NCG centre can terminate the contract by giving a 3-month notice to EMR vendor.
EMR Vendor Termination Obligations	EMR (Electronic Medical Records) vendor termination obligations refer to the legal and contractual responsibilities that an EMR vendor must adhere to when ending a business relationship with a NCG centre. The EMR vendor must ensure that all patient data and records stored in the EMR system are transferred securely and accurately to the new system selected by the NCG centre as defined in 13.2

Table 13-1: Downtime Penalty

Any downtime for reasons attributable to the EMR vendor beyond the delivery/installation (where applicable) schedule as per the scope of work will render the EMR vendor liable for penalties or termination. This shall be computed based on the number of hours the EMR is non-functional / non-available / non-responsive during a defined quarter.

S. No	Downtime in a Quarter	Penalty
1	0-4 hours	No Penalty
2	4-8 hours	2% of applicable quarterly Payment for Support and Maintenance of Integrated HMIS/EMR of the agreed amount.
3	8-12 hours	4% of applicable quarterly Payment for Support and Maintenance of Integrated HMIS/EMR of the agreed amount.
4	12-24 hours	6% of applicable quarterly Payment for Support and Maintenance of Integrated HMIS/EMR of the agreed amount.
5	24-48 hours	8% of applicable quarterly Payment for Support and Maintenance of Integrated HMIS/EMR of the agreed amount.
6	>48 hours	10% of applicable quarterly Payment for Support and Maintenance of Integrated HMIS/EMR of the agreed amount. In case the non-availability of HMIS/EMR in any quarter is greater than 48 hours, it may be treated as a breach of Service Level Standards, which may lead to termination by default.

Table 13.2: Minimum Data Transfer Obligations on EMR Vendor Termination

1. EMR vendor has to give exclusive ownership of all data collected and stored till date to the NCG centre.
2. EMR vendor has to transfer all types of data including all patient information with complete medical records, billing information, and any other relevant data related to NCG centre.
3. EMR vendor should provide a detailed list of all data elements that will be transferred, including data types, formats, and any associated metadata.
4. EMR vendor should provide the data as per the defined format and obligated to ensure that the transferred data is accurate, complete, and free from any errors or defects.
5. The EMR vendor should provide documentation or training on how to access and use the transferred data, including any necessary passwords, encryption keys, or other security measures.
6. The EMR vendor should work closely with the new vendor to ensure a smooth transition of the data and to address any issues that may arise during the handover process.

Table 13.3: SLA- Incident Response time

Incident Type	Major	Moderate	Minor
Incident Definition	EMR Solution down impacting critical business functions or multiple modules/ functions down, impacting multiple users on daily operations (more than 5% of users impacted by incident)	EMR Solution down with one module/ functionality impacting critical business functions having major impact on daily operations (>2% & <=5% of users impacted by incident)	Loss of business functionality for end user(s) impacting day to day operations or minor functionality down impacting less than 2% of users
Response Time Target	Within 30 minutes	Within 1 hour	Within 2 hours
Working Hours	24*7	24*7	Business hours of support team
Resolution Time Target	Within 4 hours	Within 8 hours	Within 1 business day