

Mount Sinai DSRIP PPS

Points for Consideration – SLA with Healthix

OVERVIEW

Each individual partner will enter into an agreement directly with Healthix, and the connection process will be managed jointly by the partner and Healthix. Below are some points to consider as you are negotiating your Service Level Agreement (SLA) and other contractual documents with Healthix.

POINTS FOR CONSIDERATION

- 1. Periodic Review – ensure that you have identified how often the SLA should be reviewed for necessary updates, and who will be responsible for those reviews and approvals**
- 2. Access to Service – Support services should be available to you and your end users when needed. In this agreement, the support structure for both during and outside of normal working hours should be outlined along with expected turnaround times for issue resolution and communication. Example:**

The Service Desk is available from 8 AM to 8 PM EST on normal working days (Monday – Friday). It can be contacted in the following ways for issues or requests:

Telephone:	1-877-695-4749 option 1
E-mail:	support@healthix.org

Outside of normal working hours any reported issue via email or voicemail will be covered by after-hours support. Issues will be evaluated and any issue determined to be Severity Level 1, 2 or 3 (refer to “Severity Table” for definitions) will be addressed and resolved. Any other severity level will be addressed the next business day.

On calling or e-mailing the Service Desk, there will be an acknowledgement of within 15 minutes with a reference number. Customer can use this reference number when inquiring for any current status of the issue reported.

Known Service interruptions (unscheduled outage should be communicated within 1 hour of known outage) and scheduled service outages (e.g. for routine maintenance) will be communicated in the following manners to Customer:

- E-mail notification
- Update message on service line
- Update Clinical Viewer (unless outage impacts Clinical Viewer)

On contacting the Service Desk, Customer will need to provide the following:

- Basic details of the incident
- How this affects the Customer and their end-users (e.g. Business Impact)
- Error message received (if known)
- Contact information of user reporting issue (Name, Phone Number and E-mail)

Service Requests

In support of services outlined in this Agreement and following the initial response times of the category for this request, the Provider will respond to service requests submitted by the Customer within the following time frames:

- 0-8 hours (during business hours) for issues classified as High priority.
- Within 48 hours for issues classified as Medium priority.
- Within 5 working days for issues classified as Low priority.

Remote assistance will be provided in-line with the above timescales dependent on the priority of the service request.

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On contacting the Service Desk, Customer will need to provide the following:

- Basic details of the request being submitted
- Identify if request is for a new feature or enhancement to existing
- How this affects the Customer and their end-users (e.g. Business Impact)
- Estimated required deadline of completion for this request (pending review and agreement between Provider and Customer)
- Contact information of user reporting request (Name, Phone Number and E-mail)

Response and Resolutions Times For Issues and Requests

Upon Customer reporting issue or request, the Service Desk will allocate a Priority to the incident or request. The priority of the incident or request will determine the target response and resolution times.

The Business Impact (Severity) and the Business Priority tables are set out below:

Severity Table:

-Severity 1a	<i>-Critical systems unusable System users are unable to perform a mission-critical business function through the Services and there is no electronic systemic workaround in place. Mission Critical is defined as, but not limited to, any problem under Healthix control that results in Participant being unable to complete an important business transaction via the Software; Healthix unable to receive or send messages from any one or more the proposed interfaces</i>	<2 hours Restore Time from 8 am – 6 pm Monday-Friday and <4 hours nights, weekends and holidays
-Severity 1b	<i>“Degrading critical sys” more than 90% of messages received and delivered successfully, but some messages are not delivered/received with required accuracy Ex: System users are unable to perform a mission-critical business function through the Services and there is no electronic systemic workaround in place. Mission Critical is defined as, but not limited to, any problem under Healthix control that results in Participant being unable to complete an important business transaction via the Software; either web services response or HL7 feed to EHR is down.</i>	<3 hours Restore Time from 8 am - 6 pm Monday-Friday and <6 hours nights, weekends and holidays
-Severity 2	<i>“Degrading critical sys—Alternative Work Around Available” Ex: Messages being received by Healthix, but Healthix unable to send the messages to the end systems. Web based access to consume data through Healthix portal is available. All non-Severity 1a or 1b issues are considered Severity 2 issues.</i>	<4 hours Restore Time from 8 am - 6 pm Monday –Friday and <12 hours nights, weekends and holidays.

Priority Table:

Priority	Response Time	Resolution Target
1	15 minutes	2 hours
2	30 minutes	4 hours
3	1 hour	6 hours
4	Next Business Day	48 hours

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3. Access Management – This section should outline expectations regarding how access to the Healthix application and data will be managed. Example:

Provider Roles/Responsibilities:

- Access to the Application is maintained by Provider and requested thru the Clinical Viewer/Portal
- Provider will review request and be responsible for assigning appropriate access to gain access to data that the Customer are authorized to see according to consent rules, including if “Break the Glass” is allowed
- Provider will be responsible for running audit reports weekly to ensure the following and provide copy of report to Customer:
 - o Online training and attestation has been completed for new users
 - o Occurrences of “Break the Glass”
- Terminate user access:
 - o Provider will immediately terminate access of user reported by Customer
 - o Provider will report completion of access being terminated to Customer

Customer Roles/Responsibilities:

- Customer will provide and maintain end-user access to Clinical Viewer/Portal (e.g. via Internet Access (primary), Hyperlink on Customer portal (optional)).
- Customer will be required to complete online registration for access
- Customer will be required to complete online training and signing attestation before accessing any data
- Customer will review audit reports and when necessary work with Provider to investigate inappropriate access of data and take appropriate action per Customer’s internal policy
- Customer to notify Provider termination of users within 24 hours

4. Event Management – Ensure that plans for how issues and events on the server/equipment/application side will be identified and managed by Healthix and communicated to you. Example:

Provider will setup and proactively monitor any alerts, event triggers and/or notifications, on a 24/7/365 basis, to ensure system uptime and stability is met.

This will include the following:

- Hardware CPU and Space Utilization
- Secure VPN tunnel
- Ensemble Connections

Any significant or critical alerts, events or notifications will be logged as an issue and triaged based on Severity and Priority Table listed under “Response and Resolution Times for Issues and Requests” section of this SLA.

Issues that are not resolved within 1 hour, Provider will send out communication to Customer based on the guidelines outline in the “Communication Method” Section of this SLA.

Provider will notify and work with Customer’s support team when issue requires their involvement.

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- 5. Communication – It is critical that expectations regarding communication methods and timeliness are defined at the outset. This section should include information regarding what sort of communication you can expect in the event of a scheduled, unscheduled and emergency system downtimes. Example:**

Provider will use the following communication methods to report any scheduled or unscheduled outage of any module or complete downtime of the HIE.

For any scheduled, emergency or unscheduled outages, Provider will use the following communication tools:

- *E-mail notification*
- *Update message on service line*
- *Update Clinical Viewer (unless outage impacts Clinical Viewer)*

For scheduled planned outages:

- *Provider will communicate scheduled outage to the Customer seven (7) calendar days prior to allow Customer adequate time to inform their end-users.*
- *Provider will ensure they define and include in the communication the business impact for this planned outage (i.e. Modules impacted).*
- *Provider will send Customer reminder of scheduled outage 24 hours before outage.*
- *Upon completion of scheduled outage, Provider will send communication to Customer.*
- *Provider will provide Customer any action required for them to complete (i.e. Validation of changes, restarting data feeds, etc.), as a result of this outage.*

For emergency outages:

- *Emergency outages that require immediate downtime (i.e. same day) will be scheduled to occur at or near the end of the business day, when possible. If outage needs to occur immediately, this will be considered as an unscheduled outage.*
- *Provider will communicate emergency outage immediately to the Customer to allow Customer time to inform their end-users*
- *Provider will ensure they define and include in the communication the business impact for this emergency outage (i.e. Modules impacted).*
- *Upon completion of this emergency outage, Provider will send communication to Customer.*
- *Provider will provide Customer any action required for them to complete (i.e. Validation of changes, restarting data feeds, etc.), as a result of this outage.*

For unscheduled outages:

- *Provider will communicate outage within 1 hour of known outage and business impact (i.e. Modules impacted) to the Customer*
- *Issues that are not resolved within “Resolution Target Time”, Provider will send out hourly updates to Customer with current status and estimated resolution time, until issue is resolved.*
- *Provider will provide Customer any action required for them to complete (i.e. Validation of changes, restarting data feeds, etc.), as a result of this outage.*
- *Provider will document and provide a RCA (Root Cause Analysis) for any unscheduled outages to Customer within 24 hours after issue resolution and schedule meeting with Customer to review RCA.*



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- 6. System Uptime – Healthix will set a clear threshold of the expected system availability as a percentage. Moreover, they will provide details regarding how system availability is measured. Example:**

Provider will achieve a Systems Availability of 99.75% or better. Excused scheduled downtimes (i.e., system maintenance) are not included in calculations.

System Availability will be measured daily by Provider and reported to Customer when requested

- 7. Additional Reporting (optional) – you may also want to outline your expectations regarding other system and/or customer support performance analytics you would expect Healthix to measure. If you do this, you should include detail regarding how often you expect these reports to be shared.**
- 8. Services Offered and Operating Service Hours – This section will outline all of the services offered by Healthix, and detail their expected hours of operation.**

ADDITIONAL INFORMATION AND QUESTIONS

The Mount Sinai PPS offers the information above as a starting point for your negotiations with Healthix. It is not intended to be a comprehensive list of information to be included in your SLA with Healthix, and may not include everything that is critical to your organization. We cannot provide legal guidance to your organization, but are happy to provide additional detail regarding the materials presented here. If you have any questions, please contact:

HIEQuestions@MountSinai.org.