

Memorandum of Understanding (“MOU”) re: Electronic Medical Records Program

This Agreement made effective the 30th day of October 2015 (the “Effective Date”).

BETWEEN: HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR as represented by the Minister of Department of Health and Community Services (“HCS”).

AND: NEWFOUNDLAND AND LABRADOR MEDICAL ASSOCIATION (“NLMA”) as represented by the President of the NLMA.

AND: NEWFOUNDLAND AND LABRADOR CENTRE FOR HEALTH INFORMATION (“NLCHI”) as represented by the Board Chair of NLCHI.

WHEREAS HCS and the NLMA both desire to implement a sustainable Electronic Medical Record Program (the “EMR Program”) for the purpose of improving collaboration and information sharing between physicians and other healthcare providers, improving the overall quality of care, enhancing the overall capability for patient safety within healthcare, providing the means for physicians to improve clinical efficiencies, and providing health information to inform future health planning and policy development;

AND WHEREAS the NLMA is the association representing the interests of participating physicians of Newfoundland and Labrador;

AND WHEREAS NLCHI is responsible for implementing and operating the Provincial components of the EMR solution and establishing and maintaining links to relevant Electronic Health Record (EHR) systems and information;

AND WHEREAS HCS is responsible for the capital cost of the EMR Project;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants expressed, and as amended, the parties agree as follows:

Definitions

“Agreement” means this Agreement, including all Schedules hereto.

“Anonymized information” means information that does not identify a person and for which it is reasonably foreseeable in the circumstances that it could not be utilized, either alone or together with other information, to identify an individual (see *Personal Health Information Act*, ss.5(5)).

“Consensus” means general agreement, characterized by the absence of sustained opposition to substantial issues by any of the voting members of the EMR Management Committee and by a process that involves seeking to take into account the views of all voting members and to reconcile any conflicting arguments. Consensus does not require unanimity.

“EHR” means *electronic health record*, a secure and private lifetime record of an individual’s key health history and care within the health system. The record is available electronically to authorized healthcare providers and the individual in support of high quality care.

“EMR” means *electronic medical record*, a secure, computer-based patient record system that provides a collection of patient information, including, but not limited to, medical history, conditions, medications, immunizations, and allergies. It is sometimes extended to include other functions, such as order entry for medications and tests. EMR is a part of the EHR.

“EMR Solution” means the technical component of the EMR Program. It includes provincially approved EMR hardware, software, and other related information technology products supplied by the approved vendor(s), as selected through the EMR Request for Proposal process.

“EMR Program” means the development and implementation of an EMR system(s) for participating physicians in Newfoundland and Labrador. The EMR Program includes the EMR Solution and its implementation and ongoing support. The parties to this Agreement may consent to the expansion of the EMR Program to other health professionals in the interest of supporting Primary Health Care and appropriate inclusion within the circle-of-care.

“Executive Committee” means the executive-level Committee responsible for providing overall guidance, management, and decision making on strategic issues related to the EMR Program. Membership is comprised of the Deputy Minister of HCS, Executive Director of the NLMA, and the President and Chief Executive Officer of NLCHI, or their designate(s).

“Management Committee” means the Committee responsible for providing ongoing advice, guidance and direction related to the ongoing management of the EMR Program.

“Minister” means the Minister of Health and Community Services.

“Participating Physician” means an individual physician who has signed the appropriate EMR Program enrolment documentation that confirms his/her agreement with the terms and conditions including those set out in this MOU.

“Personal Health Information” means personal health information as defined in the *Personal Health Information Act*.

“Personal Health Information Act” means the health-sector specific privacy law, proclaimed into force on April 1st, 2011, and as may be amended from time to time, that establishes rules that custodians of personal health information must follow when collecting, using and disclosing personal health information. *The Personal Health Information Act* also sets out the rights of each resident of Newfoundland and Labrador

regarding obtaining access to and exercising control of his/her personal health information. A copy of the *Personal Health Information Act* can be found at: <http://assembly.nl.ca/Legislation/sr/statutes/p07-01.htm>

“Program Director” means the person responsible for managing the EMR Program.

“Secondary Use” means the use of health information for purposes such as health system planning, management, quality control, public health monitoring, program evaluation, research, and teaching and education. Health information is often “de-identified” or “anonymized” before it is used for secondary purposes.

OBJECTIVE

The objective of this Agreement is to establish a framework that will govern the implementation and management of a provincial EMR Program in Newfoundland and Labrador.

ARTICLE 1: EMR Program

1.1 Description of the EMR Program

- a) HCS, the NLMA, and NLCHI shall work together to create an EMR Program in Newfoundland and Labrador. This collaboration encompasses the management, funding, and approval of an EMR Program to ensure appropriate and cost-effective:
 - i) implementation, adoption and use of EMRs in Participating Physicians’ offices;
 - ii) implementation and setup of the EMR Solution at NLCHI’s offices or other designated data centre site(s);
 - iii) upgrades and connections to EMRs to ensure interoperability with the appropriate healthcare systems available in Newfoundland and Labrador now and in the future;
 - iv) achievement of increased clinical value for participating physicians and patients through the advanced use of EMRs;
 - v) provision of information for health planning; and
 - vi) support for Participating Physicians in their use of EMRs.

1.2 The Mandate of the EMR Program

- a) The EMR Program will facilitate the adoption by Participating Physicians of an EMR system for their practices by providing EMR-specific support and advice including:
 - i) EMR advice, training, and change management services for Participating Physicians and their staff;
 - ii) advisory services regarding the purchase by Participating Physicians of suitable hardware and software packages as it relates to the EMR Solution;
 - iii) advisory services for the implementation of secure, high speed networks for Participating Physicians’ offices;
 - iv) access by Participating Physicians to the EMR Solution; and

- v) access by Participating Physicians to the full range of information within the EHR as the appropriate connections become available.
- b) The EMR Program shall actively promote the use by Participating Physicians of EMRs as the principal method of record keeping for patient/clinical records in their offices.
- c) Following vendor selection, the EMR Program will be implemented by the EMR Program Director and NLCHI.

1.3 Establishment of the EMR Program and Program Office

- a) The EMR Program shall be governed by the Management Committee, as further described in Article 3.
- b) The EMR Program will be managed by the Program Director, who will be selected by the EMR Management Committee in accordance with NLCHI human resource and employment policies. The Program Director will be accountable to the EMR Management Committee. One of the accountabilities of the Program Director will be to ensure the effective and efficient collaboration between the responsibilities of the EMR Program and the responsibilities of NLCHI.
- c) The EMR Program Office will be accommodated within NLCHI's office space and will receive administrative and related services from NLCHI, including accommodations, furnishings, accounting, human resources, and information technology consistent with the standard of such services provided by NLCHI to its own personnel and adequate to effectively and efficiently meet the needs of the EMR Program. All EMR Program employees will adhere to all NLCHI policy and procedures.
- d) EMR Program employees will be comprised of two groups: full time employees and shared employees.
 - i) Full time employees will be hired by the Program Director and will report directly to the Program Director. These full time employees will have 100 percent of their workload dedicated to EMR Program work, as assigned by the Program Director.
 - a. NLCHI's Human Resources staff will be responsible for running the job competition process for full time employees, in accordance with NLCHI HR policies and procedures.
 - b. In addition to a representative from NLCHI's HR division and the Program Director, the HR selection board will include one member appointed by NLCHI who will provide advice to the Program Director.
 - ii) Shared employees will perform tasks for both NLCHI and the EMR Program. The Program Director is responsible for coordinating with designated NLCHI management personnel regarding the oversight and management of shared employees.
- e) The Program Director will be responsible for managing the operations of the EMR Program Office, including authorizing the expenditure of funds allocated for the programs and operations of the Office within a framework of financial administration and controllership provided by NLCHI.

- f) The Program Director will respond to and facilitate audit requests made by the Management Committee.

ARTICLE 2 – Executive Committee

2.1 Composition of Executive Committee

The Executive Committee shall be comprised of the Deputy Minister of HCS, Executive Director of the NLMA, and the President and Chief Executive Officer of NLCHI, or their designate(s).

2.2 Responsibilities of the Executive Committee

The Executive Committee shall be responsible for the following:

- a) Accepting reports from the EMR Management Committee and Program Director and generally monitoring the effectiveness of the EMR Program;
- b) Adjudicating matters referred to it by the EMR Management Committee through consensus; and
- c) Approving revisions to the EMR Management Committee’s terms of reference, consistent with this Agreement.

ARTICLE 3: EMR Management Committee

3.1 EMR Management Committee Mandate

- a) The parties agree to jointly govern the EMR Program through the establishment of the EMR Management Committee. The Management Committee shall be accountable through its reporting to the Executive Committee.
- b) The Management Committee will report quarterly to the Executive Committee on the status and financial management of the EMR Program in a format to be determined by the Executive Committee.

3.2 EMR Management Committee Responsibilities

The primary responsibilities of the Management Committee include the following:

- a) Overall responsibility for the success of the EMR Program, including the development of a comprehensive plan for the EMR Program (implementation and operations), creation and execution of a Program strategy, and aligning the strategic direction of the EMR Program with the overall goals of the HCS, the NLMA, and NLCHI;

- b) Make and/or approve EMR Program policy decisions on a timely basis;
- c) Oversee the effective management of the EMR Program, including the management of resources, risks, and issues;
- d) Approve EMR Program enrollment criteria for Participating Physicians;
- e) Ensure optimal alignment between the EMR Program and EHR systems maintained by NLCHI are considered;
- f) Oversee effective EMR Program communication to stakeholders, including Participating Physicians;
- g) Ensure that any program records of the Management Committee are managed in accordance with the *Management of Information Act*, the *Personal Health Information Act* and other legislation;
- h) Direct and monitor the performance of the Program Director;
- i) Review and monitor the relationship between NLCHI and the EMR Solution vendor;
- j) Provide at a minimum, quarterly reports to the Executive Committee on the financial management and status of the EMR Program;
- k) Create committees and working groups it deems necessary to assist in fulfilling the Management Committee's mandate; and
- l) Request periodic audits of the operations of the EMR Program.

3.3 EMR Management Committee Composition and Administration

- a) Voting Members

The Management Committee will be comprised of six voting members.

 - i) Three members will be appointed by the Minister, at least one of whom will be a representative of NLCHI.
 - ii) Three members will be appointed by the NLMA Board of Directors.
- b) Term of Office
 - i) Each member will be appointed for a term of two years, and may be reappointed.
- c) Chair
 - i) HCS and the NLMA shall each appoint a co-chair from the members of the Management Committee.

- ii) Meetings will be chaired by each co-chair on an alternating basis.
 - iii) The co-chairs will jointly be responsible for the management of the Management Committee, including jointly developing agendas and minutes.

- d) Non-Voting Members
 - i) In addition to the six voting members appointed under Article 3.3 (a), the Management Committee will also appoint non-voting members, to a maximum of four non-voting members.
 - ii) Representatives of two Regional Health Authorities will be appointed by HCS as non-voting members.
 - iii) The Management Committee may establish sub-committees.

- e) Meeting Schedule
 - i) Meetings of the Management Committee will be held monthly, or as otherwise decided by the Management Committee.
 - ii) Management Committee members may be called upon to participate in telephone or online conferences between regularly scheduled meetings, or if input is sought on a particular issue or set of issues.

- f) EMR Program Policies
 - i) The Management Committee may create EMR Program policies for the conduct of business, not inconsistent with this Agreement, respecting:
 - a. the holding and procedure of Management Committee meetings, including quorum;
 - b. the appointment of sub-committees and working groups and the duties and responsibilities of those sub-committees and working groups;
 - c. a code of ethics;
 - d. acceptable methods of meeting and participation by Management Committee members, including by telephone or other telecommunication devices;
 - e. voting by Management Committee members by mail or electronic means; and
 - f. in general, the administration of this Agreement and the Management Committee's obligations.

 - ii) An EMR Program policy may be made, amended, or repealed at a meeting of the Management Committee provided that thirty (30) calendar days' notice, in writing, are given to members of the Management Committee of the making, amendment or repeal of the policy and of the meeting.

 - iii) The Management Committee will adopt NLCHI policies, not inconsistent with this Agreement, respecting:
 - a. the payment of travel and other expenses of members of the Management Committee;
 - b. the employment and remuneration of staff and consultants pursuant to NLCHI consultant approval processes and NLCHI human resource and employment policies.

3.4 EMR Management Committee Decision-Making Process

- a) All decisions of the Management Committee will be made by consensus.
- b) Where a consensus is not possible on a specific decision, any member may propose, and such proposal will be carried by the EMR Management Committee, that the decision be deferred until the next meeting of the EMR Management Committee and be decided by way of a simple majority vote.
- c) The co-chairs, or their designates, will administer all votes and communicate the outcome.
- d) Matters for which a simple majority cannot be reached will be referred to the Executive Committee for resolution.
- e) An analysis and explanation of the issues will be presented to the Executive Committee, along with the concerns of any opposing Management Committee members.

3.5 Additional Terms of Reference for EMR Management Committee

Additional Terms of Reference for the Management Committee, consistent with the mandate as specified in Article 3.1, must be approved by the Executive Committee.

ARTICLE 4: EMR Program Director

4.1 Responsibilities of the EMR Program Director

- a) The business and affairs of the EMR Program shall be managed by a Program Director who is accountable for the provision of leadership, oversight and consultation for the development, implementation, management and administration of the Provincial EMR Program.
- b) The Program Director will operate as a member of NLCHI's senior management team to ensure coordination and efficient collaboration between the EMR Program and other programs and activities of NLCHI;
- c) The Program Director and personnel reporting exclusively to the Program Director will be permanent employees of NLCHI. They will adhere to NLCHI corporate policies regarding administration, finance, human resources and other related matters. For these purposes the Program Director will report to the NLCHI Vice-President of Clinical Information Programs.
- d) For all other purposes, including the policy and strategic direction of the EMR Program; the Program Director will report to the EMR Management Committee.

e) The responsibilities of the Program Director shall include:

- i) Governance
 - a. Reporting to the Management Committee on the services, processes and outcomes of the EMR Program;
 - b. Operate as a member of NLCHI's senior management team to ensure coordination and efficient collaboration between the EMR Program and other programs and activities of NLCHI;
 - c. Supporting the Management Committee in fulfilling its mandate;
- ii) Administrative/Process
 - a. hiring and supervising full time personnel in consultation with NLCHI's human resources department and in accordance with NLCHI human resource and employment policies;
 - b. managing the EMR Program within the approved budget;
 - c. consulting with other jurisdictions on approaches to expanding the use of information technology by Participating Physicians;
- iii) assisting the coordination and management of shared employees with NLCHI;
- iv) preparing and submitting monthly progress reports to the Management Committee (in a format to be determined) demonstrating the work of the EMR Program
- v) preparing monthly written expenditure reports and budget forecasts to be submitted to the Management Committee;
- vi) preparing at a minimum, quarterly written reports to the Executive Committee (in a format to be determined) on the financial management and status of the EMR Program;
- vii) participating in physician engagement by working cooperatively with stakeholders including the NLMA.
- viii) facilitating the sharing of best practices and experiences among Participating Physicians and groups of Participating Physicians;
- ix) managing the development of change management strategies and educational strategies to assist Participating Physicians in adopting EMR system(s) and other information technology solutions in their practices, including:
 - a. managing organizational capacity on matters related to the general functionality of EMRs and related technology in relation to Participating Physician offices;
 - b. managing in-practice EMR training, change management, and on-going practice support;
 - c. managing the recruitment of and enrollment of Participating Physicians; and
 - d. promoting the EMR Program.
- x) Program Management
 - a. working with NLCHI and the Regional Health Authorities to ensure a high level of integration between the EMR Solution and regional and provincial health information technology systems, including:
 - i. the NL Medical Care Plan billing system;
 - ii. laboratory results and diagnostic imaging;
 - iii. electronic referral systems;
 - iv. the Provincial pharmacy network;
 - v. client registry; and

- vi. other elements of health information technology as they are developed and implemented;
- b. maintaining a registry of all Participating Physicians and recording individual Participating Physician progress on implementation of the EMR Solution;
- c. participating in regular evaluation of the effectiveness of the EMR Program and the adoption by Participating Physicians of the EMR Solution, including analysis of the extent of Participating Physician usage;
- d. providing overall EMR Program leadership as directed by the Management Committee and outlined in this Agreement;
- e. reviewing the installation and configuration of the EMR Solution;
- f. monitoring day-to-day EMR/EHR integration integrity, in consultation with NLCHI; and
- g. monitoring the provision of Help Desk Services, in consultation with NLCHI.
- xi) monitoring the management of EMR IT infrastructure and the storage and management of EMR data. If it is decided that the data will be hosted at a location outside of NLCHI's office, NLCHI will be responsible for coordinating the data hosting;
- xii) promoting data standards, including security and privacy standards, in accordance with relevant legislation and NLCHI policies along with provincial and pan-Canadian principals and agreements;
- xiii) managing EMR Program expansion plans and ensuring such measures meet the need of the Participating Physician community while remaining focused on improving patient care along with aligning with the overall priorities of HCS;
- xiv) communicating with colleagues provincially and nationally to gather input into issues and decisions and, where appropriate, to share Management Committee decisions and rationale; and
- xv) other duties as may be assigned by the Management Committee.

ARTICLE 5: EMR Implementation and Operation

5.1 EMR Implementation and Operation (Roles and Responsibilities)

The parties agree that, in the conduct of their separate roles and responsibilities, any plans or decisions that may have a material impact on EMR system availability or cause a material change in the functionality, cost or schedule of the EMR Program, will be the subject of consultation and decision-making at the Management Committee with sufficient time to discuss and analyze the impact of the plan or decision. This obligation does not include operational activities that have minor impacts on EMR system availability, recognizing that every reasonable effort will be made to anticipate and schedule these activities to avoid reductions in EMR system availability.

- a) HCS will be responsible for the following:
 - i) approving and allocating the EMR budget for the provincial components of the EMR Program;
 - ii) promoting the EMR program; and
 - iii) approving EMR Program expansion plans.

- b) The NLMA will be responsible for the following:
 - i) promoting the EMR program; and
 - ii) reviewing EMR Program expansion while ensuring due consideration is given to potential impacts on the NL EHR, with respect to EMR system availability, Participating Physician services, support, functionality, or cost.

- c) NLCHI (in coordination with the EMR Program Office) will be responsible for the following:
 - i) managing EMR vendor relations;
 - ii) setting up of the EMR Project Office for early stage project implementation;
 - iii) ensuring day-to-day EMR/EHR integration integrity with provincial EHR systems (as they become available);
 - iv) developing and promoting data standards, including security and privacy standards, in accordance with relevant legislation and NLCHI policies along with provincial and pan-Canadian principals and agreements; and
 - v) reviewing EMR Program expansion while ensuring due consideration is given to potential impacts on the EHR, with respect to EHR system availability, Participating Physician services, support, functionality or cost.

- d) NLCHI will provide support to the EMR Program Office for the following:
 - i) support services as specified in section 1.3(c);
 - ii) supporting installation, configuration, and upgrading of the EMR solution (in coordination with EMR vendor);
 - iii) supporting the provision of EMR Help Desk Services;
 - iv) supporting the provision of EMR training and change management support; and
 - v) supporting the recruitment of and enrollment of Participating Physicians.

5.2 EMR Program Fees

- a) Participating Physicians, as “end-users” of the EMR Solution, will be responsible for costs and scheduled fees as set out in Appendix A (EMR Program Fee Schedule). The end-user will be subject to late and/ or delinquent fee payment as set out by the EMR Management Committee.

- b) In return for this EMR Program fee, Participating Physicians will receive the EMR software, services and support including as identified in this MOU, the EMR vendor contract, and the financial forecast as described in Appendix A, including integration with MCP and the EHR components described in Appendix B. The scheduling of integration projects will be determined by the Management Committee within the available budget.

- c) The EMR Program Office shall collect Participating Physicians’ fees from and on behalf of Participating Physicians. The EMR Program Office will manage the fee revenue within its approved budget.

- d) Changes to the EMR Program Fee Schedule shall be determined by the EMR Management Committee.

5.3 EMR Solution Vendor

In the course of EMR Implementation and Operations, the parties to this agreement will ensure all contracts and agreements made between the EMR Solution vendor and HCS, and/or NLCHI will be disclosed in full to the Management Committee.

5.4 Personal Health Information

- a) Participating Physicians remain the custodian of the personal health information within their own EMR instance, regardless of the physical or virtual location of the information.
- b) Disclosure of information within the EMR to the EHR will be governed by the disclosure provisions of section 39 of the *Personal Health Information Act*.
- c) The EMR vendor will operate as an information manager in accordance section 22 of the *Personal Health Information Act*.
- d) The parties hereto agree that the protection of personal health information remains paramount throughout all stages of the EMR Program. Further agreements will be prepared outlining data protection and management in accordance with the the *Personal Health Information Act* and the parties hereby agree to enter into all required agreements. Participating Physicians will be asked to enter into an individual data sharing and protection agreement that is in accordance with the *Personal Health Information Act* and the terms of this Agreement.

5.5 Secondary Data Use

- a) Secondary use of EMR data will occur in accordance with the *Personal Health Information Act* and *Health Research Ethics Authority Act* and *Centre for Health Information Act*.
- b) Secondary use of EMR data will be subject to a separate Data Sharing Agreement between all parties set in this MOU.

5.6 Publication, Dissemination and Release of Information

- a) The co-chairs of the Management Committee must pre-approve any public communication concerning the EMR Program.
- b) The Management Committee may, from time to time, grant the Program Director the power to approve communication material.

- c) The parties to this Agreement shall be given credit for supporting the EMR Program in all external and communication materials.
- d) HCS will engage with NLMA/NLCHI communication officials when preparing communication materials.

ARTICLE 6 – Additional Agreements

6.1 The parties to this Agreement shall enter into any additional agreements required in order to meet the objectives and goals of the EMR Program.

It is contemplated that some of the required agreements will be entered into with one or more of the parties and Participating Physicians.

ARTICLE 7 – Additional Terms and Conditions

7.1 Termination of Agreement

This Agreement may be terminated by either HCS or the NLMA upon two (2) years' written notice to the other parties. The terminating party agrees to provide full assistance and cooperation respecting transition of EMR Program data as may be required by the other party and Participating Physicians. All parties bound by this Agreement agree to work together to ensure that obligations under all relevant legislation, policies with each party, and the bylaws, policies and guidelines of the College of Physicians and Surgeons of Newfoundland and Labrador are adhered to along with keeping a focus on patient safety and the delivery of quality care.

7.2 Term

The term of this Agreement shall commence on the Effective Date and this Agreement shall remain in effect unless terminated pursuant to 7.1.

7.3 Review

This Agreement shall be subject to review four (4) years from the Effective Date or a date agreed upon by all parties.

7.4 Amendment

This Agreement may be amended by a written agreement signed by all parties.

7.5 Governing Legislation

This Agreement shall be governed by the laws of Newfoundland and Labrador.

7.6 Counterparts

This Agreement may be executed in any number of counterparts, each of which will be considered an original of this Agreement, and which together will constitute one and the same instrument. No party will be bound to this Agreement unless and until all parties have executed a counterpart. A facsimile signature or an otherwise electronically reproduced signature of either party shall be deemed to be an original.

**HER MAJESTY IN RIGHT OF
NEWFOUNDLAND AND LABRADOR**

Per: 

Hon. Steve Kent,
Minister
Department of Health and Community Services

October 30 / 15
Date

**NEWFOUNDLAND AND LABRADOR MEDICAL
ASSOCIATION**

Per: 

for Dr. Jonathan Greenland,
President
Newfoundland and Labrador Medical Association

30 OCT 2015
Date

**NEWFOUNDLAND AND LABRADOR CENTRE FOR
HEALTH INFORMATION**

Per:  *for Ray Dillon*

Mr. Ray Dillon,
Board Chair
Newfoundland and Labrador
Centre for Health Information

30/10/2015
Date

Appendix A

Estimated EMR Program Fee Schedule

As of the date of signing, the parties to this document understand the cost of providing an EMR Solution for 300 physicians has been estimated as per Table 1 below. These estimated costs are subject to change and any change(s) will be managed by the EMR Management Committee (reference point 2 below).

Table 1 - EMR PROGRAM IMPLEMENTATION COSTS

EMR PROGRAM IMPLEMENTATION COSTS					
FOUR YEAR PROJECT CAPITAL AND ANNUALIZED COST					
CAPITAL COSTS	YEAR 1	YEAR 2	YEAR 3	YEAR 4	TOTAL CAPITAL
Project Staff - EMR Program Office	\$ 361,100	\$ 455,600	\$ 579,500	\$ 678,100	\$ 2,074,300
Project Staff - Shared Technical Support	\$ 383,000	\$ 307,400	\$ 195,700	\$ 166,600	\$ 1,052,700
Supplies - Software and Software Licensing	\$ 86,600	\$ 337,300	\$ 628,800	\$ 942,900	\$ 1,995,600
Professional Services - EHR Integration	\$ 867,700	\$ 767,700	\$ 667,700	\$ 667,700	\$ 2,970,800
Professional Services - Project Implementation	\$ 180,000	\$ 345,000	\$ 345,000	\$ 405,000	\$ 1,275,000
Networking and Telecommunications	\$ 144,000	\$ 144,000	\$ 144,000	\$ 144,000	\$ 576,000
Travel and Other Administrative Expenses	\$ 65,000	\$ 80,100	\$ 95,200	\$ 110,300	\$ 350,600
Project Contingency	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 1,200,000
CAPITAL COST PER YEAR	\$2,387,400	\$2,737,100	\$2,955,900	\$3,414,600	\$11,495,000
<i>LESS: POTENTIAL INFOWAY FUNDING</i>	<i>\$ (190,400)</i>	<i>\$ (557,600)</i>	<i>\$ (612,000)</i>	<i>\$ -</i>	<i>\$ (1,360,000)</i>
TOTAL CAPITAL COSTS (INCL. INFORWAY FUNDING)	\$2,197,000	\$2,179,500	\$2,343,900	\$3,414,600	\$10,135,000
OPERATING COSTS					ANNUALIZED OPERATING
Salaries - EMR Program					\$ 600,500
Salaries - Shared Technical Support					\$ 161,300
Supplies - Software and Software Licensing					\$ 1,048,400
Professional Services - Support					\$ 478,000
Networking and Telecommunications					\$ 144,000
Travel and Other Administrative Expenses					\$ 110,400
OPERATING COSTS PER YEAR					\$ 2,542,600

The parties to this Agreement further agree that, within the project scope of providing an EMR Solution for 300 physicians:

1. HCS is responsible for:
 - i) 100% of the capital cost of the EMR Program (up to \$11,495,000) exclusive of the costs detailed in section 2. (i) below.
 - ii) 70% of the annual operational cost of the EMR Program (\$2,542,600).

2. Participating Physicians are responsible for monthly contributions no greater than \$212.00 per month, which is estimated to be 30 percent of the annual estimated operational cost. Further to section 5.2(d), this monthly maximum is subject to adjustment by the Management Committee within the constraint that Participating Physicians' fees shall not be greater than 30 percent of annual operational cost. In addition, Participating Physicians are responsible for:

- i) 100% of the following end-user costs required to access the EMR solution including:
 - a. computer system infrastructure and software (including, but not limited to, computer systems and peripherals, printers, scanners, network equipment, cabling, office automation software, anti-virus/malware software, and remote access) required to connect the Participating Physician's computer system and office/clinic network to the EMR Solution;
 - b. costs to connect, support, and maintain the Participating Physician's in-clinic computer equipment and network connection to the EMR Solution as per standards established by the EMR Program;
 - c. training and education-related costs that are not covered by the EMR Program, such as backfilling of staff to facilitate training and basic knowledge transfer to new clinic personnel.

Appendix B

**EMR/EHR INTEGRATION
Domain Specific Potential**

MCP	<ul style="list-style-type: none">• Ability to create MCP bills• Allowing the ability to submit bills directly to MCP• Receive remittance advice from MCP
Client Registry	<ul style="list-style-type: none">• Add Person Information• Delete Person Information• Update Person Information• Merge Patient Information• Query Message
Provider Registry	<ul style="list-style-type: none">• Provider Details Query
Laboratory	<ul style="list-style-type: none">• Blood Bank results• Chemistry results• Hematology results• Microbiology results• Pathology results
Medical Imaging	<ul style="list-style-type: none">• Computed Tomography (CT)• General Radiology• Interventional• Magnetic Resonance Imaging (MRI)• Mammography• Nuclear Medicine• Radiographic Fluoroscopy• Ultrasound
Encounters (ADT)	<ul style="list-style-type: none">• Emergency• Inpatient• Outpatient
Clinical Documents	<ul style="list-style-type: none">• Discharge Summary• Over 200 additional documents (i.e. History and Physical, Barium Swallow report, Cardiology Physician letter, Operative report...)
Medication Profiles	<ul style="list-style-type: none">• Community Pharmacies medication profiles