

President's Letter

August 9, 2017



Lynn Dwyer, MD
President

New Physician Participation Agreement grants EMR users access to EHR data

Dear Colleagues,

I am happy to report that another milestone has been reached for the eDOCSNL EMR program. The eDOCSNL Management Committee, which has 50% representation from NLMA (3 members) and 50% representation from the Department of Health and Community Services (3 appointed members), has recently approved the new Physician Participation Agreement. With this agreement in place, eDOCSNL can now move forward with the full integration of the Med Access EMR with the provincial electronic health record (EHR).

Full integration with the EHR will provide EMR users with access to patient medication profiles, lab data, diagnostic imaging, immunizations, as well as encounters and other clinical documents from the regional health authorities.

The Physician Participation Agreement sets out the services that will be provided to physicians by eDOCSNL and TELUS Health in exchange for annual subscription fees and the contribution of designated EMR data to the provincial EHR. The agreement also documents the responsibilities of each party to the agreement.

The Agreement was reviewed by the NLMA's legal counsel to protect the interests of physicians; in particular, to preserve the physician's role as the custodian of patient data and to prevent secondary uses by other parties without appropriate physician approval.

For your reference, a set of highlights from the Physician Participation Agreement is included with this letter.

The Memorandum of Understanding between the NLMA, Department of Health and NLCHI allows for the enrollment of 300 Med Access EMR users in the eDOCSNL program. Two-hundred of those positions are available for fee-for-service family physicians and 100 for fee-for-service specialists.

Early adopters who are currently using the Med Access EMR, as well as those who have signed up for the program, will be contacted by eDOCSNL over the coming days about signing the Physician Participation Agreement to enable integration with the EHR. Look for your copy of the agreement in the mail, which will include a form you can sign and return.

One free year with enrolment

The finalized Physician Participation Agreement also allows eDOCSNL to proceed with additional EMR installations beyond those already in place. Physicians who submit their names for enrolment before December 31, 2017 will have their first year subscription fees waived. If you are interested in enrolling in the eDOCSNL program or learning more about the benefits of adopting EMR in your practice, please visit www.edocsnl.ca.

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Highlights of the EMR Physician Participation Agreement

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Every Fee-for-Service Physician joining eDOCSNL must sign the Physician Participation Agreement with the Newfoundland and Labrador Centre for Health Information (NLCHI). This Agreement documents the responsibilities of each of the parties to the Agreement. It has been negotiated by Newfoundland and Labrador Medical Association (NLMA) with the Department of Health and Community Services (DHCS) and NLCHI, and it has been approved by the EMR Management Committee which has 50% representation from physicians.

While the Agreement has also been reviewed by NLMA's legal counsel, physicians are still responsible for reading and understanding it. Any questions regarding the agreement can be directed to Lucy McDonald, Senior Advisor, Health Information at NLMA (lmcdonald@nlma.nl.ca) or your eDOCSNL Practice Advisor.

These highlights are for reference only and should not be a replacement for reading the Agreement.

PART ONE: Terms of the Participation Agreement

The Physician Participation Agreement is between the physician and NLCHI and sets the terms and conditions that both parties agree to adhere to in the use of the TELUS Med Access EMR and the sharing of patients' personal health information. Some of the key terms and conditions physicians are agreeing to include:

- The eDOCSNL subscription allows for the physician, and three others working for the physician, to have access to Med Access.
- The annual subscription cost is \$2400.00. Additional authorized users (above and beyond the physician plus 3) can be given access for an additional cost.
- If a physician fails to pay the annual fee within two months of the due date the physician and staff will have "view only" access to Med Access with no ability to update a record until the subscription fee is paid.
- By signing the agreement, the physician agrees to use Med Access for patient records, to acquire hardware and software that meet the specifications of eDOCSNL and comply with the other criteria established by the EMR Management Committee when notified.
- To withdraw from eDOCSNL the physician must give 90 days written notice.
- When a physician withdraws from eDOCSNL s/he is still responsible for patients' records. There are three options for exporting records, 1) PDF versions of the records are provided to physicians, 2) transfer of the records to another EMR solution, or 3) assignment of the records to another physician using Med Access.
- The eDOCSNL Practice Advisors and TELUS, the vendor of Med Access, have a detailed implementation process designed to support the physician and staff in making the transition to electronic records and to use the system efficiently over time. The physician and staff are required to participate in training provided by eDOCSNL and TELUS.

PART TWO: EMR Data

The Agreement confirms that the Participating Physician is the custodian and responsible for the personal health information in their EMR, including when it is stored at the TELUS data centre.

- As a condition of joining eDOCSNL, the Physician agrees to provide patients' personal health information for inclusion in HEALTHe NL (the provincial Electronic Health Record (EHR)) to be used within the circle of care. The data transfer to the EHR will be managed by NLCHI and will be limited to approved data elements as determined below.
- EMR Data will also be provided to NLCHI for secondary use, including health system planning and health research, also as determined below.
- The EMR Management Committee will approve all data elements that will be disclosed to HEALTHe NL and that will be disclosed for secondary use. The physician members of the EMR Management Committee, in collaboration with NLMA, will continuously monitor the types of secondary uses of the EMR Data. Only reasonable uses of data for health policy, planning and research, and similar activities, will be approved. An updated list of secondary uses is maintained on the eDOCSNL website www.edocsnl.ca.
- Information used for secondary purposes will be governed by the policies of the EMR Management Committee and NLCHI's secondary use processes.
- NLCHI will de-identify physician and patient information used for secondary purposes. In limited situations, the EMR Management Committee and the Health Research Ethics Board may approve the use of identifiable information.

Privacy and Security

- The Participating Physician and NLCHI agree to protect EMR Data in accordance with the *Personal Health Information Act (PHIA)*.
- This requires physicians to implement privacy and security policies, maintain up-to-date antivirus software, malware protection and firewalls, and ensure each Med Access user has their own username and password.
- eDOCSNL has privacy and security resources available on its website, which will be explained to physicians when they join eDOCSNL.

Breach Protocol

- A breach of personal health information is when information is stolen, lost, improperly disposed of, or disclosed to or accessed by an unauthorized person.
- The physician is responsible for having in place a breach management protocol that is consistent with the sample in the privacy resource materials on the eDOCSNL website www.edocsnl.ca.
- The protocol must include contacting the Office of the Information and Privacy Commissioner (OIPC) www.oipc.nl.ca and the NLCHI Service Desk at 709-752-6006 or service.desk@nlchi.nl.ca when there is a material breach. The definition of material breach is in the privacy resources on the eDOCSNL website.
- NLCHI will notify the physician if there is a breach of EMR Data from HEALTHe NL or NLCHI's analytic data holdings.

EMR System Auditing

- Participating physicians have a responsibility to do system audits (an assessment) of their EMR to assess (review) each user's appropriate use of the EMR. eDOCSNL Practice Advisors will explain how this is done during implementation. Physicians may ask eDOCSNL for assistance on any system auditing (assessment) activities.
- TELUS will audit how the EMRs are being used by physicians and their staff to support continuous improvement of EMR services for physicians.
- NLCHI may conduct a system audit/assessment of physicians' EMR to assess/review the EMR's configuration and technical controls. In addition to helping in the diagnosis of a suspected or actual issues that may compromise patient information, this audit /assessment may also assist physicians in the better use of their EMR. Physicians are asked to cooperate with NLCHI in this regard.

Other Responsibilities for Physicians

- The physician agrees to respond to surveys regarding his/her use of the EMR.
- The physician will make reasonable efforts to ensure the accuracy and completeness of the personal health information in the patient's record.

PART THREE: Information Management Services

- NLCHI is responsible for ensuring:
 - TELUS protects the EMR data when it is in storage;
 - TELUS meets its responsibilities under the *Personal Health Information Act* and the Professional Services Agreement between NLCHI and TELUS; and,
 - Reporting to the EMR Management Committee on these activities.

TELUS support for Physicians

- TELUS provides EMR application support services to physicians by telephone, email and the EMR Messenger, according to the methods preferred by the physician.
- The regular hours for the support desk are 8:00 A.M. to 5:00 P.M. (NT). After-hours support is available for critical issues.
- The EMR will not be available from 1:00 A.M. to 3:00 A.M. daily and Saturday 11:00 P.M. to Sunday 5:00 A.M. for maintenance.
- Twice yearly the EMR will not be available for an eight-hour period outside regular business hours for more extensive maintenance. Physicians will be notified in advance of these times.\

PART FOUR: Additional Terms

- Intellectual property rights are protected in the Agreement.
- Disputes regarding the Agreement are directed to the EMR Management Committee.