

EMR Adoption Program EMR Enhanced Use Program (EEU) Agreement

THIS EMR Enhanced Use Program (EEU) Agreement, together with the schedules, funding forms and other documents attached hereto from time to time, (collectively the “**Agreement**”) is entered into as of the Effective Date between OntarioMD Inc. (“**OntarioMD**”) and the physician group identified in Key Dates and Group Information schedule (the “**Group**”).

WHEREAS eHealth Ontario has been providing funding for the EMR Adoption Program and OntarioMD is responsible for managing the delivery of EMR Enhanced Use Program (EEU) Funding to physicians under that program;

AND WHEREAS the Group has requested EMR Enhanced Use Program (EEU) Funding and OntarioMD has determined that the Group and its listed Participating Physicians are eligible; and

AND WHEREAS the Group and OntarioMD now wish to enter into this Agreement under which OntarioMD is to provide and the Group is to receive EMR Enhanced Use Program (EEU) Funding as described in the Terms & Conditions attached hereto.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Group and OntarioMD agree that:

1. Definitions

1.1 In this Agreement, unless the context otherwise requires, the following words and expressions will have the following meanings:

“**ASP**” means an application service provider delivery model for a funding eligible version of an EMR, which EMR is identified as such by OntarioMD.

“**Effective Date**” means that date set out in the Key Dates and Group Information schedule.

“**EMR**” means an OntarioMD funding eligible offering for managing electronic medical records.

“**Group**” means the physician group signing this EMR Funding Agreement.

“**Participating Physician**” has the meaning set out in the Terms & Conditions.

“**Terms & Conditions**” means the most recent Terms & Conditions document published by OntarioMD at the time of execution of this Agreement and attached hereto.

2.0 Funding Delivery

2.1 The specific requirements for EMR Enhanced Use Program (EEU) Funding are set out in the Terms & Conditions.

2.2 Provided that the Group and its Participating Physicians carry out their obligations in this Agreement, OntarioMD will, subject to s.2.3, remit EMR Enhanced Use Program (EEU) Funding to the Group as set out in this Agreement.

2.3 If, for any reason, eHealth Ontario or its successors discontinue funding for the EMR Enhanced Use Program (EEU), OntarioMD’s

obligation to deliver funding to the Group and its Participating Physicians under this Agreement shall forthwith cease.

2.4 Failure of a Group and/or or its Participating Physicians to comply with this Agreement may result in OntarioMD suspending future funding payments to the Group and its Participating Physicians or requiring reimbursement of funding already paid to the Group and such physicians and/or terminating this Agreement, in whole or in part, which may terminate payments to some or all of the Participating Physicians.

3.0 Other Obligations

3.1 The Group and OntarioMD will provide such resources and utilize such employees or consultants as it deems necessary to perform their respective obligations. The manner and means used by each to perform their respective obligations is in the sole discretion and control of the performing party.

3.2 The Group will notify OntarioMD in writing, in a timely manner of all changes as set out in the attached Terms & Conditions, using the Upgrade Notice of Change document. OntarioMD will review the Upgrade Notice of Change and will determine whether the change affects delivery of EMR Enhanced Use Program (EEU) Funding to the Group.

4.0 Privacy Consent

4.1 All Participating Physicians, the Group, the Group’s Lead Physician and the IT Lead and any other “team” members involved in the EMR Adoption Program understand and consent that the information collected during delivery of the program will be collected, retained, used and disclosed to administer the EMR Adoption Program and not for any other purposes. Only persons

and organizations authorized by OntarioMD and eHealth Ontario shall have access to and use of this information.

5.0 Agreement Term & Termination

5.1 This Agreement commences on the Effective Date and, unless terminated earlier pursuant to the terms of this Agreement, will continue in force until March 31, 2015.

5.2 This Agreement may be terminated, in whole or in part, by OntarioMD if it determines that the Group and/or its Participating Physicians have not complied with the EMR Enhanced Use Program (EEU) Funding requirements.

5.3 This Agreement may be terminated by OntarioMD if eHealth Ontario or its successors discontinue funding for the EMR Enhanced Use Program (EEU) Funding.

6.0 Assignment

6.1 The Group shall not be entitled to assign this Agreement, without the prior written consent of OntarioMD.

7.0 General

7.1 The provisions of this Agreement that are intended by the parties to survive will survive termination or expiry of this Agreement. This Agreement will be exclusively governed by the procedural and substantive laws of the Province of Ontario, without regard to conflicts of laws principles. This Agreement is prepared and executed and will be interpreted in the English language only, and no translation of the Agreement into another language will have any effect. If any term or provision of this Agreement is determined to be invalid or unenforceable for any reason, it will be adjusted rather than voided, if possible, to achieve the intent of

the parties to extent possible. In any event, all other terms and provisions will be deemed valid and enforceable to the maximum extent possible. Neither the Group nor OntarioMD will be liable for any loss, damage, or penalty arising from delay due to causes beyond its reasonable control. This Agreement may be modified only by a written instrument duly executed by a senior officer of OntarioMD and the Group's Lead Physician. The failure of a party to enforce any provision of this Agreement will not constitute a waiver of such provision or the right of such party to enforce such provision or any other provision. If there are any conflicts among the provisions contained in this Agreement, the schedules to this Agreement, the following priorities shall apply: first the main body of this Agreement, second the Terms & Conditions, and third other attachments to this Agreement.

8.0 Complete Agreement

8.1 The Group acknowledges that it has read, understands and will be bound by this Agreement, and that this Agreement is the complete and exclusive statement of the agreement between the parties regarding the subject matter hereof, superseding all information published anywhere and all other communications between the parties relating to such subject matter.

8.2 The attachments to this Agreement are dynamic. Attached to this Agreement as of the Effective Date are the following schedules:

- Terms & Conditions; and
- Key Dates and Group Information.

Other schedules will be attached to this Agreement during its term including EMR Upgrade Notice of Change, Notice of Change (NOC), EFT Forms and other attachments, if applicable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

For the Group

Group Name	
Lead Physician Signature	
Lead Physician Name	
Date	

For OntarioMD Inc.

Signature		Signature	
Name	Sarah Hutchison	Name	
Title	Chief Executive Officer	Title	
Date		Date	

Key Dates and Group Information

Group Information

Group Name	
Group Address	
Telephone #	
Email Address	
Group Structure	
Group Contract ID (per MOHLTC Funding Agmt.)	

Lead Physician Information

Physician Name	
Physician Address	
Telephone #	
Email Address	
CPSO #	

Group IT Lead Information

Name	
Address	
Telephone #	
Email Address	
CPSO# (if applicable)	

EMR Vendor Information

Current EMR Vendor Name	
Authorized Integrator (Only when vendor is McMaster University Department of Family Medicine)	
EMR Version	
EMR Specification Version	
Upgrade Date	
Offering Type	
Configuration Type	

Funded Physician Positions

Group's # of Funded Physician Positions from the EMR Adoption Program	
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Participating Physician(s) Information and Signature

Physician Name, CPSO # & Signature	Name (first/last)	CPSO#	Email
	Signature		Signing Date
Physician Name, CPSO # & Signature	Name (first/last)	CPSO#	Email
	Signature		Signing Date
Physician Name, CPSO # & Signature	Name (first/last)	CPSO#	Email
	Signature		Signing Date

Physician Name, CPSO # & Signature	Name <i>(first/last)</i>	CPSO#	Email
	Signature	Signing Date	
Physician Name, CPSO # & Signature	Name <i>(first/last)</i>	CPSO#	Email
	Signature	Signing Date	
Physician Name, CPSO # & Signature	Name <i>(first/last)</i>	CPSO#	Email
	Signature	Signing Date	
Physician Name, CPSO # & Signature	Name <i>(first/last)</i>	CPSO#	Email
	Signature	Signing Date	
Physician Name, CPSO # & Signature	Name <i>(first/last)</i>	CPSO#	Email
	Signature	Signing Date	
Physician Name, CPSO # & Signature	Name <i>(first/last)</i>	CPSO#	Email
	Signature	Signing Date	
Physician Name, CPSO # & Signature	Name <i>(first/last)</i>	CPSO#	Email
	Signature	Signing Date	
Physician Name, CPSO # & Signature	Name <i>(first/last)</i>	CPSO#	Email
	Signature	Signing Date	
Physician Name, CPSO # & Signature	Name <i>(first/last)</i>	CPSO#	Email
	Signature	Signing Date	
Physician Name, CPSO # & Signature	Name <i>(first/last)</i>	CPSO#	Email
	Signature	Signing Date	
Physician Name, CPSO # & Signature	Name <i>(first/last)</i>	CPSO#	Email
	Signature	Signing Date	
Physician Name, CPSO # & Signature	Name <i>(first/last)</i>	CPSO#	Email
	Signature	Signing Date	

Other Attachments to the Agreement (list below e.g., correspondence)

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