

EMR Adoption Program New EMR Adoption Program Extension 2 Funding Agreement

THIS New EMR Adoption Program Extension 2 Funding Agreement together with its schedules, the related New EMR Adoption Program Extension 2 Funding Application, New EMR Adoption Program Extension 2 Funding Terms & Conditions, 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 Applicant Information schedule (the “**Applicant**”).

WHEREAS eHealth Ontario is currently providing New EMR Adoption Program Extension 2 Funding, and OntarioMD is responsible for managing the delivery of New EMR Adoption Program Extension 2 Funding to physicians under an agreement with eHealth Ontario;

AND WHEREAS the Applicant has requested New EMR Adoption Program Extension 2 Funding under the Program and OntarioMD has determined that the Applicant and its listed Participating Physicians are eligible under the program;

AND WHEREAS the Applicant and OntarioMD now wish to enter into this Agreement under which OntarioMD is to provide and the Applicant is to receive New EMR Adoption Program Extension 2 Funding as described in the Terms & Conditions attached hereto.

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

SECTION 1 DEFINITIONS

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

“**Applicant**” means the physician Group signing this New EMR Adopter Funding Agreement.

“**ASP**” means an application service provider delivery model for a Funding Eligible version of an EMR, as identified by OntarioMD.

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

“**EMR**” means an OntarioMD Funding Eligible offering for managing electronic medical records.

“**Local**” means a Funding Eligible version of an EMR offering identified as a “local” installation by OntarioMD. For greater certainty a “local” EMR is not an ASP offering.

SECTION 2 FUNDING DELIVERY

2.1 The specific requirements of the New EMR Adopter Funding are set out in the Terms & Conditions attached to this Agreement.

2.2 Provided that the Applicant and its Participating Physicians carry out their obligations in this Agreement, OntarioMD will remit the New EMR Adoption Program Extension 2 funding received from eHealth Ontario to the Applicant as set out in this Agreement.

2.3 Failure of Applicant and/or or its Participating Physicians to comply with this Agreement may result in OntarioMD, in its sole discretion, suspending future funding payments for physician(s), requesting reimbursement of funding already paid out and/or terminating this Agreement, in whole or in part, which may terminate payments to some or all of the Participating Physicians.

SECTION 3 OTHER OBLIGATIONS

3.1 The Applicant and OntarioMD will provide such resources and utilize such employees or consultants as it deems necessary to perform their respective obligations under this Agreement. 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 Applicant will notify OntarioMD in writing, in a timely manner, of all material changes such as the departure of a Participating Physician, clinic address changes, and other changes as set out in the attached Terms & Conditions. OntarioMD will review the Notice of Change and/or the EMR Upgrade Notice of Change and will determine whether the change affects delivery of New EMR Adoption Program Extension 2 Funding to the Applicant.

SECTION 4 PRIVACY CONSENT

4.1 All Participating Physicians, the Applicant, the Applicant’s Lead Physician and the IT Lead and any other “team” members involved in the EMR Adoption Program understand and consent that the information on this form will be collected, used, retained and disclosed as necessary only 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.

SECTION 5 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 the Termination Date hereinafter defined.

5.2 This Agreement may be terminated, in whole or in part, by OntarioMD if it determines that the Applicant and/or its Participating Physicians have not complied

with the New EMR Adopter Funding Terms & Conditions.

SECTION 6 ASSIGNMENT

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

SECTION 7 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 Applicant nor OntarioMD will be liable for any loss, damage, or penalty arising from delay due to causes beyond its reasonable control, including suspension of funding by eHealth Ontario. This Agreement may be modified only by a written instrument duly executed by OntarioMD and the Applicant'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 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 and thereafter the schedules.

SECTION 8 ENTIRE AGREEMENT

- 8.1 The Applicant 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:
- (a) New EMR Adoption Program Extension 2 Funding Application Approved Care Group Schedule, if applicable; and
 - (b) New EMR Adoption Program Extension 2 Terms & Conditions; eHealth Ontario EMR Connectivity Guidelines; and Key Dates and Approved Applicant Information.
- 8.3 Other schedules will be attached to this Agreement during its term including the Vendor Contract Declaration, Go-Live Declarations, Performance Declarations, EMR Upgrade Notice of Change, Notice of Change (NOC) and EFT Forms.

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

For the Applicant

Applicant Name	
Lead Physician Signature	
Lead Physician Name	
Date	

For OntarioMD Inc.

Signature		Signature	
Name		Name	
Title		Title	
Date		Date	

New EMR Adopter Program Extension 2 Funding Agreement Key Dates and Applicant Information

Agreement Effective Date	
Agreement Termination Date (36 months after Go-Live Date)	

Other Key Dates.

Set out below are the key dates for delivery of Applicant's Vendor Contract Declaration and all Go-Live Declarations and Performance Declarations for the Participating Physicians listed in "Participating Physicians Information" below:

Date for OntarioMD receipt of the Applicant's Vendor Contract Declaration and Appendix A – Vendor and Physician Checklist (6 months from signing of the New EMR Adoption Program Extension 2 Funding Agreement)	
Date for OntarioMD receipt of all the Applicant's Go-Live Declarations, Appendix A – Vendor and Physician Checklist, and Implementation Acceptance Testing (IAT) Review (10 months from signing of the New EMR Adoption Program Extension 2 Funding Agreement)	
Date for OntarioMD receipt of all the Applicant's Performance Declarations and EMR Progress Reports (22 months from signing of the New EMR Adoption Program Extension 2 Funding Agreement)	
Date for OntarioMD receipt of EMR Progress Report, or its successor (annually no later than either the anniversary date of the effective date of the Performance Recognition Declaration or the Go-Live Declaration)	

Approved Applicants funded by the Agreement are listed below:

#	Physician Name (First/Last)	CPSO #
1		
2		
3		
4		
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10		
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12		
13		
14		
15		

Please complete the Electronic Funds Transfer Form and submit a void cheque along with the Funding Agreement. All physicians must agree that all subsidy payments will be deposited into the bank account identified on the Electronic Funds Transfer Form.

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

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