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# AMENDMENT AGREEMENT TO THE PHYSICIAN PARTICIPATION AGREEMENT

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This amendment agreement (the "**Agreement**") to the Physician Participation Agreement (the "**Physician Participation Agreement**") is made by and between:

1. **The Newfoundland and Labrador Centre for Health Information** ("NLCHI"), and
2. **The Participating Physician** (being the Physician acknowledging and responding to this hereto Agreement by email, in writing, or by other electronic means),

hereinafter jointly referred to as the "**Parties**" and each a "**Party**".

## **WHEREAS:**

- (A) The NLCHI and the Participating Physician have entered into a Physician Participation Agreement including the terms and conditions for the sharing of EMR Data between the Participating Physician and NLCHI, to enable each party to meet its obligations as a Custodian under the *Personal Health Information Act* SNL 2008 c. P-7.01 ("PHIA"), as amended.
- (B) This Agreement sets out the amendments to be made to the Physician Participation Agreement.

## **IT IS HEREBY AGREED AS FOLLOWS:**

### **1. AMENDMENTS TO THE PHYSICIAN PARTICIPATION AGREEMENT**

With effect from the date of acknowledgement, being the date of response by email to this hereto Agreement by the Participating Physician, the Physician Participation Agreement shall be amended as follows:

- 1.1 Paragraph 7 is replaced with:

***“AND WHEREAS:***

*Pursuant to a Professional Services Agreement (“Professional Services Agreement”) between NLCHI and the EMR Vendor, as amended from time to time, NLCHI retained the services of the EMR Vendor for the processing, retrieval, storage or disposal of EMR Data, and to provide information management and information technology services for Participating Physicians and their Authorized Users as defined therein.”*

- 1.2

- (a) All instances of the term “Med Access” are replaced with “EMR”
- (b) All instances of the term “TELUS” are replaced with “EMR Vendor”
- (c) All instances of the url www.edocsnl.ca are replaced with “the EMR program website”
- (d) The definition of ‘EMR’ is replaced with:

*“**Electronic Medical Record**” or “**EMR**” means the secure, electronic 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.*

- (e) The definition of “EMR Services” is replaced with:

*“**EMR Services**” means those services provided by the EMR vendor pursuant to the Professional Service Agreement, including a subscription to the EMR solution.*

- (f) The definition of “EMR Solution Releases” is replaced with:

*“**EMR Solution Releases**” means updates to the EMR solution provided by the EMR Vendor.*

- (g) The definition of “Med Access” is deleted.
- (h) The phrase “(e.g., Meditech)” is deleted from section 9.5a
- (i) The definition of “TELUS” is replaced with:

*“**EMR Vendor**” means the solution provider contracted to provide EMR services, a party to the Professional Service Agreement, and information manager for the Participating Physician.”*

- (j) Section 7.1 is replaced with:

*“Under the direction of the EMR Management Committee and as deemed applicable in the Professional Services Agreement, NLCHI agrees to provide, and the Participating Physician agrees to participate in, implementation services including orientation site visit, readiness assessment, development and execution of a site implementation plan, EMR user training, privacy advice, and Go-Live review.*

- (k) Section 8.1 is replaced with:

*“The Participating Physician is the Custodian of the EMR Data within his/her EMR, including when in transit and when stored in the Participating Physician’s data holdings at the EMR Vendor’s data centre and/or cloud environments.”*

- (l) Section 9.7 is replaced with:

*“NLCHI shall implement policies and procedures on the collection, use and disclosure of EMR Data that have been approved by the EMR Management Committee. These policies will be available on the EMR program website.”*

- (m) Section 11.1.2 is replaced with:

*“NLCHI warrants, through the Professional Services Agreement, that no Personal Health Information acquired or managed by the EMR Vendor shall be stored or possessed outside of Canada.”*

- (n) Section 12.7 is replaced with:

*“The Participating Physician is responsible for notifying the patient of a breach of their Personal Health Information if the breach occurred in the EMR Vendor’s data holdings, in accordance with the Participating Physician’s notification policy, a sample of which is included in the Privacy and Security Manual which is part of the eDOCSNL Privacy and Security Resources.”*

- (o) Sections 19 and 20 are deleted and replaced with:

***“19. EMR Support***

*EMR Support services and service expectations of the EMR Vendor will be as detailed in the contract between NLCHI and the EMR Vendor and included as an appendix to this document.”*

- (p) Section 21.1 is replaced with:

*“The Participating Physician is allocated storage in the EMR Vendor’s data holdings. NLCHI, through actions approved by the EMR Management Committee, will take the necessary action to ensure alignment between the system’s storage capacity and the Participating Physician’s storage needs.”*

- (q) Section 22 is replaced with:

***“22. Data Transfer to the Participating Physician:***

*22.1 If requested by the Participating Physician and subject to payment of a reasonable fee set by eDOCSNL, the EMR Vendor will release to the Participating Physician, or person designated in writing by the Participating Physician, the Participating Physician’s EMR Data. The Participating Physician will provide in writing the format and manner in which the Participating Physician’s EMR Data is to be transferred to the Participating Physician or another custodian or person as required by PHIA S. 4(3). Options for data export will be determined between NLCHI and the EMR Vendor and approved by the EMR Management Committee. The available options for data transfer for the custodian are available in the Contract which is attached as an appendix to this document.”*

2. The Parties agree that communication by email of acceptance of the Amendment, signature on the amendment or other electronic means of signing or indicating agreement to the terms of the amendment

comply with Paragraph 28.5 of the Physicians Participation Agreement in that amendments can only be made by agreement of the Parties in writing.

**Newfoundland and Labrador Center for  
Health Information**

**Participating Physician**

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Name:

Title:

Date:

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Name:

Title:

Date: