

Date: _____

Re: Physician Office System Program (POSP) Letter of Agreement

The Physician Office System Program is part of the tri-lateral agreement between Alberta Health and Wellness (AHW), the Alberta Medical Association (AMA) and Alberta Health Services (AHS). This Letter of Agreement is from the AMA in its capacity as program administrator on behalf of the POSP Committee.

POSP will provide you with financial assistance and change management services to help you incorporate and use information technology in a clinical context. Funding will be provided on a month-to-month basis, provided you remain in good standing with the program and meet the conditions outlined in this Letter of Agreement.

You will begin receiving your POSP payments once you sign a contract with a POSP Eligible Vendor Conformance and Usability Requirements (VCUR) vendor and submit the POSP Enrolment Form. Your monthly payment will be issued on or before the last business day of each month and POSP will send you an email advising you when your first payment is deposited in your account.

The amount of the monthly payment and/or the method of payment will be determined by the Physician Office System Program guidelines and is subject to change at AMA's sole discretion. This Letter of Agreement expires March 31, 2011. The term may be shortened or extended at AMA's sole discretion upon notice.

We understand you are providing insured services within the province of Alberta and have advised POSP that your funding will not be used for software or equipment used in an Alberta Health Services facility, university or other institutional setting for which you have received funding or support from other sources.

POSP is an outcomes-based program which means you will have to meet a prescribed set of outcomes (described below) concerning the use of your physician office system and declare a location where these outcomes will be achieved. You will also be required to participate in a series of meetings as you progress through the program including:

- an Automation Readiness Assessment,
- a Kick-Off meeting,
- a Privacy Impact Assessment,
- a yearly Post-Implementation Review.

The Change Management Advisor assigned to your clinic will explain each of these meetings in more detail and outline your obligations.

You will be required to select and implement a physician office system that is listed on the POSP Eligible VCUR Product List and/or hardware which meets the Minimum Technical Requirements referred to in the Program Guidelines (the "Equipment"). In addition, over the course of your engagement with POSP, you will be required to continue using a POSP Eligible VCUR-compliant physician office system.

We also require you to:

- a) develop an implementation plan, in consultation with your physician office system vendor, for installation of the appropriate information technology
- b) submit a Privacy Impact Assessment as required under the Health Information Act (Alberta), as amended, before you begin using your physician office system
- c) use a high speed internet connection (if your office is in a community that does not have high-speed internet services, you will be required to request connection to SuperNet within one month after it becomes available in your community)
- d) provide proof of purchase or lease of your physician office system and equipment if required by the AMA
- e) notify POSP of any changes in your circumstances that would materially affect enrolment in the program (e.g., relocation of practice, sabbatical, leaving the province, retirement, maternity/disability leaves, inability to maintain outcomes)
- f) notify the POSP office in the event of a real or possible security breach with respect to your physician office system
- g) keep your physician office system current with the POSP Eligible VCUR Product List.

You must agree to complete the following outcomes within the timelines specified by the POSP Committee:

Within six months of enrolment:

- a) record 50% of patient appointments and encounters in the scheduler
- b) maintain problem list within the Electronic Medical Record for 50% of patients seen
- c) maintain complete encounter notes in the Electronic Medical Record for 50% of patients seen at Electronic Medical Record-enabled sites
- d) use the Internet to access medical knowledge tools
- e) confirm/update patient demographic information and Alberta Health Care Insurance Plan status in the provincial Electronic Health Record integrated with the Electronic Medical Record
- f) enter prescriptions in the provincial Electronic Health Record integrated with the Electronic Medical Record for 50% of patients seen
- g) review/process lab results received in the Electronic Medical Record through system-to-system integration with regional systems for 50 per cent% of patients seen

Within 12 months of enrolment:

- a) generate referral/consultation letters that utilize medical information from the Electronic Medical Record
- b) use reminder lists to prompt individual patient follow-up and management
- c) use system-generated reports for population health management
- d) record 100% of patient appointments and encounters in the scheduler
- e) maintain problem list within the Electronic Medical Record for 100% of patients seen

- f) maintain complete encounter notes in the Electronic Medical Record for 100% of patients seen at Electronic Medical Record-enabled sites
- g) use of the Internet to access medical knowledge tools
- h) confirm/update patient demographic information and Alberta Health Care Insurance Plan status in the provincial Electronic Health Record integrated with the Electronic Medical Record
- i) enter prescriptions in the provincial Electronic Health Record integrated with the Electronic Medical Record for 100% of patients seen; and review/process lab results received in the Electronic Medical Record through system-to-system integration with regional systems for 100% of patients seen.

These outcomes may be changed by the POSP Committee upon notice.

AMA may, at its expense, review your books and records to determine compliance with this Letter of Agreement.

AMA does not promise any particular result from the implementation or installation of your physician office system or services that may be provided under POSP. Except as provided herein, AMA makes no representation or warranty, express or implied, with respect to any equipment or services that may be provided under POSP. All warranties and conditions, whether express or implied, including statutory or otherwise, relating to equipment or services provided under POSP are hereby disclaimed. You assume the risk of defects or inaccuracies in any use of any equipment or services obtained as a result of being provided funding pursuant to this Letter of Agreement.

You acknowledge and agree that all resources and services provided under this Letter of Agreement by AMA are provided "as is," with all faults and without any warranty, condition, guarantee or representation of any kind whatsoever, express or implied, in law or in fact, oral or in writing, including without limitation any warranty, condition, guarantee or representation as to accuracy, non-interruption, completeness, merchantability, fitness for a particular purpose or non-infringement, or the like.

You agree to and do hereby indemnify and save AMA and its agents and employees (the "Indemnified Parties") harmless from and against all amounts payable by the Indemnified Parties, together with any and all damages, losses, costs, charges and expenses of every nature and kind (including without limitation, all legal costs as between a lawyer and his own client) which the Indemnified Parties may sustain or incur or be liable for as a result of you failing to perform or observe the terms of this Agreement. AMA will not be liable to you or any other person or entity for special, incidental, consequential or indirect damages, loss of business profits, lost savings, loss of data, loss of business opportunities or loss of life and any and all other commercial damages or loss, or exemplary or punitive damages arising out of or in connection with this Letter of Agreement or any equipment or services obtained by you through the POSP program, whether based in contract, tort (including without limitation, negligence or otherwise), and even if the party providing the resource or service, or a related entity of such party, has been advised of the possibility of such damages or should have foreseen such damages.

You acknowledge that the POSP Eligible VCUR Product List has been provided without any warranty or guarantee of any kind whatsoever, whether express or implied. You further agree that, in exchange for good and valuable consideration received by you from each of the Alberta Medical Association (AMA), Alberta Health Services (AHS) and Her Majesty the Queen in right of Alberta, as represented by the Minister of Health and Wellness (AHW), the receipt and sufficiency of which you acknowledge having received, you hereby release the AMA, AHS and AHW from any and all damages, losses, costs, charges and expenses of every nature and kind (including without limitation, all legal costs as between a lawyer and his own client) which you may sustain or incur or be liable for as a result of having used or relied upon the POSP Eligible VCUR Product List.

The AMA may terminate this Letter of Agreement with no notice to you if:

- a) you no longer qualify as determined by AMA; or
- b) funding from Alberta Health and Wellness is not available due to circumstances beyond AMA's control; or
- c) there is a material breach or failure on your part to comply with any of the terms or conditions of this Letter of Agreement, which is not remedied within 30 days after written notice is given to you of such breach or failure

You may voluntarily terminate this Letter of Agreement on 30 days written notice to AMA. Any termination of this Letter of Agreement shall result in cessation of funding.

You authorize the POSP Program Director to utilize and share the information (other than confidential patient information) that you provide under POSP with Alberta Health Services and Alberta Health and Wellness. This information may be used for the purpose of enabling you to meet program outcomes and to ensure coordination of activities among AHW, the AHS and POSP.

This Letter of Agreement may be executed in counterpart and each will be deemed to be an original and the counterparts together will constitute one agreement. You may deliver to AMA an executed counterpart by mail, fax or email using portable document format (pdf) and such transmission shall constitute valid and effective delivery.

If you are in agreement with the foregoing, please sign where indicated below and return a copy to POSP.

Yours truly,

Alberta Medical Association (C.M.A. Alberta Division)



Per: Bill Gillespie

Agreed to this _____ day of _____, 20_____.

Physician Signature: _____

Print name: _____

AMA Number: _____

Clinic address: _____

City: _____

Postal code: _____

Phone: _____

Fax: _____

For more information visit www.posp.ca or call 780.452.1616 or 1.866.817.3875