

**PHYSICIAN INFORMATION TECHNOLOGY OFFICE
PHYSICIAN REGISTRATION AGREEMENT**

A. BACKGROUND AND ACKNOWLEDGEMENT

1. Background

Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Minister of Health (the “Province”) and the British Columbia Medical Association (“BCMA”) have established the Physician Information Technology Office for British Columbia (“PITO”). The role of PITO is to coordinate, facilitate and support information technology planning and implementation for physicians through various programs (the “PITO Program”). In furtherance of the PITO Program, the Province and the Registrant are entering into this Agreement to provide the Registrant with funding and implementation support for the information technology products and services that are specified in Schedule “A”, as it may be amended from time to time (the “PITO Solution Offering”).

2. Acknowledgement

This Agreement is between the Province and the Registrant and consists of the separate “PHYSICIAN PITO ENROLLMENT FORM” (the “PITO Enrollment Form”), the section titled “BACKGROUND AND ACKNOWLEDGEMENT”, the section titled “GENERAL TERMS AND CONDITIONS”, and any schedules, documents and web pages referred to in any of these sections. If there is any conflict between these provisions, the “GENERAL TERMS AND CONDITIONS” will take precedence unless otherwise provided in this Agreement. The Registrant acknowledges that he or she has read and understands this Agreement. The Registrant and the Province agree to be bound by the terms and conditions in this Agreement.

B. GENERAL TERMS AND CONDITIONS

3. Funding

The Province through PITO will provide the Registrant with financial assistance, change management services and technical standards to assist in incorporation and use of the PITO Solution Offering. Funding will be provided to the Registrant, or subject to approval by the Province in its discretion, such other entity specified in the PITO Enrollment Form as may be requested by the Registrant. Initial and subsequent funding will be provided at the times and in the manner specified in PITO Policies and will begin following implementation of a PITO-qualified electronic medical record system (“EMR”), as signified by the Registrant’s completion of an acceptance test (“EMR Acceptance”) with their selected EMR Supplier. Funding may be provided through the BCMA’s benefits and reimbursement system. In order to receive and maintain funding, the Registrant will be required from time to time as defined by PITO Policies and the terms of this Agreement to execute certifications, participate in programs, provide invoices and supporting documentation, and maintain minimum usage levels of the PITO Solution Offering. Any charges for the PITO Solution Offering (or portion thereof) that the Province does not fund in whole or in part will be the responsibility of the Registrant.

4. PITO Policies

Additional rules, processes and conditions for the PITO Program are contained in policies made available by PITO (“PITO Policies”). PITO Policies are incorporated into this Agreement by this reference. PITO Policies are available at: www.pito.bc.ca (the “PITO Website”). Any changes or modifications to PITO Policies will take effect upon notice to the Registrant, which may occur in writing or through electronic mail at the addresses provided in the PITO Enrollment Form or addresses subsequently modified by the Registrant through an address change notification. The Registrant’s

continued acceptance of funding for the PITO Solution Offering following receipt of changes or modifications to PITO Policies will constitute the Registrant's acceptance of such changes or modifications. Exemptions to PITO Policies, and changes or modifications thereto, may be made on a case-by-case basis in accordance with criteria or processes established by PITO Policies. Except as provided in the preceding sentence, the Registrant's sole remedy if the Registrant does not agree with any change or modification to the PITO Policies, is to terminate this Agreement in accordance with Section 12.

5. Additional Products and Services

The Province through PITO may fund the Registrant's obtaining of additional products and services for the PITO Solution Offering through amendments to Schedule "A". Each amendment to Schedule "A" must be signed by the Province and the Registrant before it is effective and, when effective, will form part of this Agreement. The Province will not require Suppliers to make changes to their portions of the PITO Solution Offering that will result in additional charges to the Registrant under any Supplier Agreement unless specifically permitted by the PITO Policies.

6. Registrant's Warranty

The Registrant warrants that the Registrant is providing insured services under the BC Medical Services Plan within the province of British Columbia and meets the criteria in PITO Policies for participation in the PITO Program.

7. Registrant's Acknowledgements

The Registrant acknowledges that:

- (a) PITO's involvement with the PITO Program is that PITO acts in its capacity as administrator of the PITO Program on behalf of the Province and the BCMA; and
- (b) funding for the PITO Program is in place until March 31, 2012, subject to extension only as provided in Section 10.

8. Registrant's Responsibilities

The Registrant agrees that:

- (a) the Registrant will review and remain up to date on the content of PITO Policies;
- (b) the Registrant will not use funding under this Agreement for products or services that are not qualified under PITO Policies;
- (c) the Registrant will notify the Province through PITO of changes in circumstances that may materially affect enrolment or eligibility in the PITO Program (e.g., relocation of practice, sabbatical, leaving British Columbia, retirement, maternity/disability leaves, inability to meet PITO Policies, etc.);
- (d) The Registrant will notify the Province through PITO of any changes in address or other contact information originally provided in the PITO Enrollment Form through a PITO address change notification form;
- (e) the Registrant will participate in the evaluation of the PITO Program as reasonably requested by the Province through PITO, which may include at a minimum a post-EMR implementation review, and subsequent reviews at the 8 month and each 12 month anniversary of EMR Acceptance;
- (f) the Registrant will be required to enter into direct contracts ("Supplier Agreements") with the suppliers ("Suppliers") of products and services comprising the PITO Solution Offering;
- (g) the Registrant is required to select products and services comprising the PITO Solution Offering from Suppliers qualified by PITO Policies, as well as hardware, software and services that comply with PITO Policies;
- (h) for certain products and services of the PITO Solution Offering the Registrant may be required to pay Suppliers for their charges for those products and services and seek reimbursement

from the Province through PITO of those charges (or portion thereof) that the Province funds under the PITO Program;

- (i) the Registrant is responsible for direct payment to Suppliers of all amounts, fees, or charges for the PITO Solution Offering (or portion thereof) of any description that the Province does not fund in whole or in part;
- (j) the Registrant will follow all relevant policies of the College of Physicians and Surgeons of BC;
- (k) the Registrant may be required by PITO Policies to participate in a series of activities during the PITO Program, including but not limited to: the "Intake & Orientation" meeting and "Readiness Assessment", the "Kick-Off Meeting and Needs Assessment", "CMA Privacy Wizard" and the "Privacy/Security Checklist";
- (l) the Registrant must maintain use of the EMR in day-to-day practice according to the minimum usage levels described in PITO Policies; and
- (m) the Registrant will use any secure network that the Province makes available for the purposes of accessing the Registrant's EMR or eHealth domains, such as the Private Physician Network ("PPN") or any replacement or additional secure network, in accordance with such terms and conditions of use, including acceptable use policies, established by PITO Policies or the Province and communicated to the Registrant via the PITO Site, in writing or through electronic mail at the addresses provided in the PITO Enrollment Form or addresses subsequently modified by the Registrant through an address change notification.

9. Privacy and Security

The Registrant agrees that:

- (a) the Registrant will meet privacy and security requirements as required by PITO Policies;
- (b) the Registrant will at all times meet the requirements of all applicable personal information protection legislation and regulations;
- (c) the Registrant will notify PITO in the event of a real or possible privacy or security breach with respect to the Registrant's PITO Solution Offering, including the Registrant's EMR and PPN connection (including any virtual private network connection (VPN) to the PPN)
- (d) if deemed appropriate or required following the guidelines of the Office of the Information and Privacy Commissioner (OIPC) the Registrant will notify the OIPC in the event of a real or possible privacy or security breach with respect to the Registrant's PITO Solution Offering, including the Registrant's EMR and PPN connection (including any virtual private network connection (VPN) to the PPN); and

10. Term

This Agreement comes into effect when signed by both the Registrant and the Province. This Agreement as it applies to each product and service comprising the PITO Solution Offering remains in effect until the end of the term for that product or service as specified in Schedule "A" (if applicable), unless terminated earlier or extended and, in any event, subject to termination of this Agreement in its entirety on March 31, 2012. The Province and the BCMA may negotiate an extension of the funding after March 31, 2012, in which case the term of this Agreement may be extended and notice of any extension(s) will be provided to the Registrant by writing or through electronic mail at the addresses provided in the PITO Enrollment Form or addresses subsequently modified by the Registrant through an address change notification. However, there are no requirements or assurances this Agreement will be extended past March 31, 2012.

11. Termination by the Province

The Province may terminate this Agreement immediately upon written notice to the Registrant if: (a) the Registrant no longer qualifies for the PITO Program as defined by the PITO Policies; (b) funding for the PITO Program is terminated or is no longer made available by the Province for any reason; or

(c) there is a material breach or failure on the part of the Registrant to comply with any of the terms of this Agreement or PITO Policies, which is not remedied within thirty days after written notice is given to the Registrant of such breach or failure.

12. Termination by the Registrant

The Registrant may voluntarily terminate this Agreement on thirty days written notice to the Province.

13. Effect of Termination on Funding

Any termination of this Agreement will result in cessation of funding.

14. Suspension of Funding

As an alternative to termination, but without limiting the Province's rights to terminate under Section 11, the Province through PITO may immediately restrict, suspend or terminate some or all of the funding upon written notice to the Registrant (a) if there is a material breach or failure on the part of the Registrant to comply with any of the terms of this Agreement or PITO Policies, or (b) in order for the Province to comply with any law, regulation, or court order.

15. Verification of Compliance

The Province through PITO may, upon thirty days' notice, require the Registrant to provide the Province or its auditors with access to and/or copies of books and records of the Registrant relevant to the PITO Program and the Registrant's participation therein, and provide responses to questions to verify the Registrant's compliance with the provisions of this Agreement. The Registrant will not be required to disclose patient information to the auditors. The Province will conduct, or cause to be conducted, such verification at its own expense, except that if a verification reveals that any funding has not been utilized in accordance with this Agreement, then the Registrant agrees to repay the Province upon demand, if required by the Province, that portion of the funding not utilized or improperly utilized under the terms of this Agreement and as defined by the PITO Policies, and the Province in its discretion may also require upon demand the Registrant to pay the cost of conducting the verification.

16. Disputes

Disputes as to the interpretation, application, operation or alleged breach of this Agreement, including disputes as to whether the Registrant has utilized the funding in accordance with this Agreement and the PITO Policies, may be referred to such a process that PITO may establish for informal resolution of disputes, including by mediation or by making a recommendation on resolution to both parties. Any dispute that is not settled in accordance with any such informal dispute resolution process will be referred to and finally resolved at the request of either party by binding arbitration in Victoria, British Columbia in accordance with the *Commercial Arbitration Act* (British Columbia).

17. Exclusion of Warranties

The Registrant acknowledges and agrees that all resources and services provided under this Agreement by or on behalf of the Province, including by PITO or the BCMA, are provided "as is", with all faults and without any representation, warranty, or condition, express or implied or statutory, including without limitation any warranty or condition of merchantability, merchantable quality, durability, title, fitness for purpose, or non-infringement, all of which are hereby disclaimed by the Province, PITO and the BCMA and waived by the Registrant.

The Province, PITO and the BCMA do not promise any particular result from the implementation or installation of the PITO Solution Offering or any other products or services that may be obtained in connection with the PITO Program. The Province, PITO and the BCMA make no representation, warranty or condition, express or implied or statutory, with respect to the PITO Solution Offering or any other products or services that may be obtained in connection with the PITO Program. All warranties and conditions, whether express or implied or statutory, including without limitation any warranty or condition of merchantability, merchantable quality, durability, title, fitness for purpose, or non-infringement relating to the the PITO Solution Offering or any other products or services that may be obtained in connection with the PITO Program are hereby disclaimed by the Province, PITO and the BCMA and waived by the Registrant. The Registrant may have rights and warranties with regard to

the PITO Solution Offering, or any other products or services that may be obtained in connection with the PITO Program, vis-à-vis Suppliers as may be specified in the Supplier Agreements or at law.

The foregoing exclusions will apply notwithstanding (a) that the PITO Solution Offering, any other products or services that may be obtained in connection with the PITO Program, and the Suppliers may have successfully completed a testing program established by the Province, PITO or the BCMA or otherwise been qualified for the PITO Program, and (b) that the Province and PITO may provide assistance to or impose requirements on the Registrant with regard to the PITO Solution Offering, other products or services that may be obtained in connection with the PITO Program, and the Suppliers.

18. Limitation of Liability

The Province, PITO and the BCMA will not be liable to the Registrant or any other person or entity for any direct, special, incidental, consequential, or indirect damages, loss of revenues or 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 Agreement or the PITO Solution Offering or any other products or services that may be obtained in connection with PITO Program, whether based on contract, tort (including without limitation, negligence), strict liability, or any other legal theory, and even if they were advised of the possibility of such damages or should have foreseen such damages.

19. Limitation of Liability Benefits Employees, Agents, etc.

Every exemption from liability, limitation and condition contained in this Agreement for the benefit of the Province, PITO and the BCMA and every defence and immunity of whatsoever nature applicable to the Province, PITO and the BCMA or to which the Province, PITO and the BCMA are entitled under this Agreement will also be available and will extend to protect every employee or agent from time to time of the Province, PITO and the BCMA, and, for the purpose of all such provisions and this section, the Province is and will be deemed to be acting as agent and trustee on behalf of and for the benefit of all such employees and agents, BCMA and PITO.

20. Consent to Disclosures of Information

The Registrant authorizes the Province and PITO to use and share information (other than patient information or banking information) it gathers from the Registrant ("Registrant Information") through the administration and delivery of the PITO Program with the Province's health authorities, as well as with consultants, contractors, agents, and suppliers who are involved in delivery or support of the PITO Program, (including any Suppliers and any such persons involved in the installation, maintenance and supply of secure networks and other infrastructure components, hardware, software, connectivity and implementation change support), as reasonably required for the purposes of operating and administering the PITO Program. In addition, the Province or PITO may collect, use and disclose Registrant Information for the purposes of initiatives directly related to the PITO Program as described in the PITO Policies. The Province or PITO may also collect, use and disclose Registrant Information as required or permitted by applicable laws.

21. Appropriation and Approvals

Notwithstanding any other term of this Agreement, the payment of money by the Province, whether directly or indirectly, as contemplated by this Agreement is subject to (a) there being sufficient monies available in an appropriation, as defined in the Financial Administration Act (British Columbia), to enable the Province to make that payment; and (b) the Treasury Board, as defined in the Financial Administration Act (British Columbia), not having controlled or limited, under the Financial Administration Act (British Columbia), expenditure under any appropriation referred to in paragraph (a) above.

22. Other

Interpretation. The headings in this Agreement will not affect the interpretation of any provision of this Agreement. The words "including" and "includes" mean "including without limitation" and "includes without limitation". **Assignment.** The Registrant will not assign all or any part of this Agreement without the prior written consent of the Province. The Province may assign or subcontract all or any

part of its rights and obligations under this Agreement without notice to or consent of the Registrant, including to PITO. **Relationship.** This Agreement does not create or imply any agency, partnership, or other joint relationship between the parties, and does not authorize either party to bind or obligate the other in any way. **Force Majeure.** The Province is not responsible for performance of, or in default of, any obligation or provision of this Agreement where delayed, hindered or prevented by casualties, civil disturbances, legislation, regulation, judicial order, acts of civil or military authorities, labour disruptions, accidents, fires, natural disasters, or other catastrophes or events beyond the Province's reasonable control. **Severability.** If any part of this Agreement is void, prohibited or unenforceable, this Agreement will be construed as if such part had never been part of this Agreement. **No Waiver.** The failure of the Registrant or the Province to exercise any right under this Agreement, or to insist upon strict or full performance of the obligations under this Agreement, will not constitute a waiver or relinquishment of any provision of this Agreement. In order to be binding upon a party, any such waiver must be express and in writing signed by that party. The rights of the parties under this Agreement are cumulative and not alternative. **Survival.** Any provisions of this Agreement which, expressly or by their nature, extend beyond the termination of this Agreement, will survive any termination of this Agreement. **Law.** The Province and the Registrant will comply with all laws applicable to the exercise of their rights and performance of their obligations under this Agreement. This Agreement will be subject to and interpreted in accordance with the federal law of Canada and the laws of the province of British Columbia applicable therein, without regard to choice of law rules. **Notices.** All notices necessary under this Agreement will be given in writing, and either personally delivered, or sent by registered mail, email or facsimile to the Registrant at his or her billing address in the PITO Enrollment Form or addresses subsequently modified by the Registrant through an address change notification, and to the Province at: Ministry of Health, eHealth Program, 5th floor, 712 Yates Street, Victoria, BC, V8W 1L4 ATTN Jeff Aitken. Notices, if personally delivered or sent by facsimile or email, will be deemed to have been received the same day, or, if sent by registered mail, will be deemed to have been received 4 days (excluding Saturdays, Sundays and statutory holidays) after the date of mailing. **Consideration.** The parties each acknowledge having received adequate consideration from the other for entering into this Agreement. **Entire Agreement.** This Agreement forms the entire agreement between the parties, and supersedes all prior written and oral communications and agreements between the parties, concerning the subject matter of this Agreement. All changes to this Agreement (other than to PITO Policies, which may be changed in accordance with Section 4) must be agreed to in writing and signed by both parties.

Signature of Registrant	Date
Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Minister of Health	Date

PITO Registration Agreement – Schedule A – PITO Solution Offering

Contract ID#

The table below defines the products and services and eligible funding provided under the PITO Program to the Registrant, subject to and in accordance with all requirements of the PITO Policies.

* **NOTE:** Maximum Reimbursement refers to the highest amount of the 70% funding by PITO as further defined by the PITO Policies. Actual amounts to be funded within the Maximum Reimbursement will be determined pursuant to the PITO Policies upon receipt of invoices and receipts from the Registrant.

PITO Solution Offering			
Product/Service	Effective Date	Term	Maximum Reimbursement *
Electronic Medical Record <i>One-time costs</i>	Acceptance Test	Not applicable (one-time)	\$7,000.00
Electronic Medical Record <i>Annual Recurring (Year 1)</i>	Acceptance Test	Until termination of Registration Agreement	\$ 238.00 per month
Electronic Medical Record <i>Annual Recurring (Year 2+)</i>	12 months after Acceptance Test	Until termination of Registration Agreement	\$ 375.50 per month
Hardware	Acceptance Test	Not applicable (one-time)	\$3,500.00
Other Implementation Costs	Acceptance Test	Not applicable (one-time)	\$1,400.00
Private Physician Network (PPN) Level [Select 1-5]	PPN SDA Effective Date	Until termination of PPN SDA or the PPN MSA, whichever occurs first	100% of cost for the approved PPN service per the PITO Policies
<i>[ITSP Services (Field Resources) – define here]</i>	Not applicable	Not applicable	
<i>[ITSP Services (Field Resources) – define here]</i>	Not applicable	Not applicable	

Signature of Registrant	Date
Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Minister of Health	Title

Contract ID#

PHYSICIAN PITO ENROLLMENT FORM

This Enrollment Form confirms that:

- ❖ PITO has the correct contact information
- ❖ The physician has authorized PITO to direct deposit the monthly payments

A. CONTACT DETAILS

Physician Information		Clinic Information	
Registrant Name:		Clinic Name:	
Registrant email address:		Clinic Suite Number:	
Registrant MSP Billing #:		Clinic Address:	
Reimbursements to (Legal Name and Address):		Clinic Postal Code	
		Clinic Phone:	
		Clinic FAX:	
		Clinic Email:	

B. PAYMENT INFORMATION

Please provide PITO with a sample VOID cheque(s) for your corporate and/or a personal bank account. If you are not able to provide a sample void cheque, please complete the information below. To find these numbers, see your bank passbook, bank statement, encoded deposit slip, or contact your financial institution:

Branch (5 digits)	Institution (3 digits)	Account (Maximum 12 digits)	Name of Financial Institution
_____	_____	_____	_____

This account is (select one): Corporate Personal

C. SIGN AND SUBMIT THE ENROLLMENT FORM

Signature of Registrant	Date
Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Minister of Health	Title