

## SCHEDULE "D"

### to the MEMORANDUM OF UNDERSTANDING BETWEEN ALBERTA HEALTH SERVICES AND THE ALBERTA MEDICAL ASSOCIATION (CMA ALBERTA DIVISION)

#### PHYSICIAN PARTICIPATION AGREEMENT

**To: ALBERTA HEALTH SERVICES ("AHS")**

**And To: ALBERTA MEDICAL ASSOCIATION ("AMA")**

**By executing and delivering this Physician Participation Agreement, I hereby acknowledge, agree and represent to AHS as follows:**

1. AHS and AMA are parties to a Memorandum of Understanding dated the 27 day of March 2012 ("the MOU") which establishes the Information Sharing Framework ("ISF") for the sharing of Health Information and Physician information with Alberta Health Services ("AHS") in a shared Electronic Medical Record, and the ISF establishes a Governance Committee to perform those duties and obligations set forth for the Governance Committee in the MOU.
2. The Information Sharing Framework is supported by an Information Sharing Agreement between Participating Physicians and AHS, as well as an Information Management Agreement ("IMA"), and an EMR Information Exchange Protocol ("EMR IEP").
3. The ISF contemplates that individual Physicians desiring to use and disclose EMR Information in accordance with the ISA, EMR IEP and IMA will do so by signing this PPA, which thereby constitutes the individual Physician as a Participating Physician.
4. I am a medical doctor duly licensed by the College of Physicians & Surgeons of Alberta ("CPSA") to practice medicine in the Province of Alberta, and conduct a practice of medicine that will involve using and disclosing EMR Information in EMR Systems.
5. I am a Custodian as that term is defined in the *Health Information Act*.
6. I have read the MOU, ISA, the IMA and the EMR IEP and I acknowledge the MOU, and agree to be subject to decisions of the Governance Committee established thereunder, and I agree to abide by the terms and conditions of the ISA, IMA and EMR IEP. Specifically, I acknowledge that:

- 6.1 an audit log will be maintained that demonstrates all accesses made to EMR Information in the EMR System;
  - 6.2 accesses will be actively monitored and in response to complaints; and
  - 6.3 inappropriate accesses will be subject to sanctions established by the Governance Committee including potential suspension of access to an EMR System and possible charges and fines levied under the HIA.
7. The Governance Committee established under the MOU may, from time to time, amend the EMR IEP and I understand that I will be deemed to have received notice of any amendments to the EMR IEP by continuing to use or disclose EMR Information through an EMR System. If I am unwilling or unable to comply with changes to the EMR IEP agreed to by the Governance Committee, I understand that my participation in the ISF, which includes the MOU, ISA, EMR IEP and IMA, shall be terminated.
  8. I will, where necessary, obtain the consent of my Patient regarding the use or disclosure of that Patient's EMR Information to or under the EMR System.
  9. I understand that, in compliance with Part 5.1 of the HIA, portions of the EMR Information for which I am a Custodian may be made accessible to authorized custodians (as defined in the HIA) via the Alberta EHR. I warrant that I am a participant in the Alberta EHR and will continue to be during the currency of this Agreement. I recognize that terminating my participation in the Alberta EHR will automatically terminate my participation in the ISF.
  10. I may terminate my participation in the ISA, IMA and EMR IEP by delivering a written notice of termination to AHS and to the AMA in the form of the Physician Notice of Termination attached to the MOU as Schedule "E" at the addresses for notices described in the ISA.
  11. Capitalized terms used in this PPA that have not been defined in this PPA shall have the meanings assigned to them in the ISA.

SIGNED at the City/Town of \_\_\_\_\_ in the Province of Alberta  
 this \_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
 Dr. \_\_\_\_\_ (Print Name)