Overview

Completing this document signifies commitment of enrollment into New Brunswick's Electronic Medical Record Program, administered by Velante Inc. It signifies each participating physician's obligation as well as the Terms and Conditions that qualify a physician to be eligible for enrolment in the program and provides us with your contact information.

To ensure that your enrolment is properly processed, please submit one enrolment form per clinic/office.

Step 1: Provide Name of Business/Incorporated name

_____

Step 2: Provide clinic/office address

This is the address the EMR Program will use for all correspondence and site visits.

Address: _____

_____

_____

Phone: _____

Fax: _____

Step 3: Designate a Clinic Lead

Your clinic/office needs to designate a primary lead to coordinate activities with Velante Inc. It could be you, your Office Administrator, or one of the clinic's participating physicians. All future correspondence will be sent to this person. All physicians who wish to participate in the EMR program, including as a group, must sign page 3 of this form; the Clinic Lead is simply our primary point of contact during EMR implementation.

Salutation: ☐Dr. ☐Mr. ☐Mrs. ☐Ms.

Name: _____

Title: _____

Email Address _____

(if different from above)

Office Phone _____

Office Fax _____

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Step 4: Identify language preference

I prefer that all communication with Velante Inc. be conducted in:

☐English
☐French

Step 5: Provide Current Software Information

Please provide information describing your current software environment. If you have none of the below, please write "None."

Billing Software used: _____
Patient Scheduling Software used: _____

EMR Software used: _____
Date implemented: _____

In what form are you currently keeping patient charts and clinical notes?

- □ Handwritten
- □ Handwritten & transcribed
- □ Dictation
- □ Electronic entry
- □ Other _____

Step 6: Provide other information about the clinic

Please provide information describing your clinic.

Total number of Family Physicians: _____
Total number of Specialists: _____
Total number of Locum Physicians: _____
Total number of Nurse Practitioners: _____
Total number of Registered Nurses: _____
Total number of Learners (residents, medical students, and/or nursing students): _____
Total number of other Clinical staff: _____
Total number of administrative staff: _____

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Step 7: List of participating physicians & signatures

List all participating physicians here, including the clinic legal signing authority and/or clinic lead, if they are also participating physicians. Attach additional copies of this page if more space is needed.

We, the undersigned:

- Privacy Consent - understand and consent that the information on this form will be collected, used, retained and disclosed as necessary only to administer the EMR Program and not for any other purposes; and
- Terms and Conditions – have read, understand, and agree to the Terms and Conditions described in Schedule A (attached).

Physician Name, Contact Information and Signature	Name		Specialty	Lic #
	Street (if different from clinic address)		City	Postal Code
	Telephone	☐ Fee-for-service ☐ Salaried	Email Address	
	Signature		Signing Date	

Physician Name, Contact Information and Signature	Name		Specialty	Lic #
	Street (if different from clinic address)		City	Postal Code
	Telephone	☐ Fee-for-service ☐ Salaried	Email Address	
	Signature		Signing Date	

Physician Name, Contact Information and Signature	Name		Specialty	Lic #
	Street (if different from clinic address)		City	Postal Code
	Telephone	☐ Fee-for-service ☐ Salaried	Email Address	
	Signature		Signing Date	

Physician Name, Contact Information and Signature	Name		Specialty	Lic #
	Street (if different from clinic address)		City	Postal Code
	Telephone	☐ Fee-for-service ☐ Salaried	Email Address	
	Signature		Signing Date	

Physician Name, Contact Information and Signature	Name		Specialty	Lic #
	Street (if different from clinic address)		City	Postal Code
	Telephone	☐ Fee-for-service ☐ Salaried	Email Address	
	Signature		Signing Date	

Physician Name, Contact Information and Signature	Name		Specialty	Lic #
	Street (if different from clinic address)		City	Postal Code
	Telephone	☐ Fee-for-service ☐ Salaried	Email Address	
	Signature		Signing Date	

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Helpful information

List all participating employees here:

We, the undersigned:

- Privacy Consent - understand and consent that the information on this form will be collected, used, retained and disclosed as necessary only to administer the EMR Program and not for any other purposes; and
- Terms and Conditions – have read, understand, and agree to the Terms and Conditions described in Schedule A (attached).

Name, Contact Information and Signature	Name	Title/Position	
	Street (if different from clinic address)	City	Postal Code
	Telephone	Email Address	
	Signature	Signing Date	
Name, Contact Information and Signature	Name	Title/Position	
	Street (if different from clinic address)	City	Postal Code
	Telephone	Email Address	
	Signature	Signing Date	
Name, Contact Information and Signature	Name	Title/Position	
	Street (if different from clinic address)	City	Postal Code
	Telephone	Email Address	
	Signature	Signing Date	
Name, Contact Information and Signature	Name	Title/Position	
	Street (if different from clinic address)	City	Postal Code
	Telephone	Email Address	
	Signature	Signing Date	
Name, Contact Information and Signature	Name	Title/Position	
	Street (if different from clinic address)	City	Postal Code
	Telephone	Email Address	
	Signature	Signing Date	
Name, Contact Information and Signature	Name	Title/Position	
	Street (if different from clinic address)	City	Postal Code
	Telephone	Email Address	
	Signature	Signing Date	

Step 7: Mail or fax this form to:

Velante Inc.
EMR Program Enrolment
418 York Street
Fredericton, NB, E3B 3P7
Phone: 1-844-452-0122
Fax: 1-844-452-0227
email: info@velante.com
www.velante.com

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Schedule A – Terms and Conditions

1. **Eligibility.** A physician who satisfies all the following criteria ("Participating Physician") can participate in the New Brunswick EMR Program:
   a. Practices medicine as an individual or as part of a clinic with multiple physicians;
   b. Holds a valid certificate of registration issued by the New Brunswick College of Physicians and Surgeons;
   c. Intends to manage and maintain medical records for his or her patients on an EMR application offered by Velante Inc.;
   d. Is a practice-based physician (i.e., not based only in a hospital or other institution that has its own medical records system), being either a family physician or a specialist;
   e. Is responsible for the maintenance of medical records for his or her patients, and the records are not maintained on an information technology system provided by an organization such as a hospital, long-term care facility or Community Health Centre; and
   f. Is remunerated by New Brunswick Medicare.
   g. Salaried physicians must be full-time. Following submission of the enrolment form to Velante, the NB Department of Health will review and approve all salaried physicians' submissions.

2. **Implementation Process.**
   a. Clinic/office staff will participate as required in all implementation and post-implementation activities.
   b. The amount of effort and time required for successful EMR implementation will depend on the staff's technical proficiency, current processes, readiness for change, and specific requirements.

3. Post-Implementation Accountability.
   a. The physician(s) will participate in post-implementation surveys.
   b. Participating physicians will continue to comply with the terms described in Section 1, above ("Eligibility").
   c. Participating physicians and clinic/office staff will participate in relevant training in the use of the Electronic Health Record (EHR) prior to the implementation of any integration between the EMR and EHR.
   d. To qualify for funding from Canada Health Infoway and DoH, the clinic/office must demonstrate Clinical Value Level 1 use of the EMR within three (3) months after go-live, and thereafter on an ongoing basis. To be deemed compliant, each participating physician must indicate compliance with at least six (6) of the following 11 criteria:
      i. Enter encounter notes
      ii. Enter problem lists
      iii. Enter allergies
      iv. Enter immunizations
      v. Enter vital signs
      vi. Enter new or renewal prescriptions and print the prescription
      vii. Generate automated alerts from within the EMR
      viii. Generate automated reminders from within the EMR
      ix. View laboratory results from the EMR
      x. View diagnostic imaging (DI) results From the EMR
      xi. Create referral letters or consultation reports

4. **Data Sharing.** The clinic/office will support the Provincial Electronic Health Record (EHR) initiative by contributing key information from the selected EMR solution to the Electronic Health Record, as agreed on between NBMS and DoH. A detailed Data Sharing Agreement will be signed as part of the Participation Agreement, prior to EMR implementation.

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5. Limitations and Indemnity

a. *Limitation of Liability.* Any harm or loss suffered by a clinic or its Participating Physicians, or Velante Inc. as result of any breach by the other of them shall be compensated by way of a claim for direct damages actually proven only and in no event shall either of them be liable to the other for incidental, indirect, exemplary, punitive, or consequential loss or damage (even if the party causing such loss or damage has been advised or had knowledge of the possibility of same or could have reasonably foreseen same), as well as damages such as lost business revenue, loss of profits, failure to realize expected profits or savings, or loss of data. The aggregate liability of a liable party for damages related hereto for any cause or causes whatsoever under any theory of law, and whether in contract or in tort or otherwise, is limited to the aggregate amounts actually paid by one party to the other.

b. *Indemnification by Clinic.* Clinic and each of its Participating Physicians shall indemnify, defend and hold harmless Velante Inc. from claims and liabilities of third parties and losses, damages, causes of action or injuries arising from such third party claims, costs and expenses where the claim of such third party has resulted from any gross negligence or wilful misconduct on the part of Clinic or any of its Participating Physicians or from its or their failure to comply with the terms of this Agreement.

c. *Indemnification by Velante Inc.* Velante Inc. shall indemnify, defend and hold harmless the Clinic and each of its Participating Physicians from claims and liabilities of third parties and losses, damages, causes of action or injuries arising from such third party claims, costs and expenses where the claim of such third party has resulted from any gross negligence or wilful misconduct on the part of Velante Inc. or from its or their failure to comply with the terms of this Agreement.

6. Other Associated Forms

The following forms are used to set up the monthly payments and to advise Velante Inc. of any changes regarding the Applicant's Participating Physicians.

a. *Notice Of Change.* The Applicant must use the Notice of Change Form to inform Velante Inc. of any changes at the Applicant which are required to administer the program. This includes changes in contact information, number of Participating Physicians (departures, replacements and additions), Applicant restructuring and closure of a practice (notice within six (6) weeks of the closure date).

7. Privacy

a. The clinic/office is required to comply with applicable privacy legislation, including the *Personal Information Privacy and Access* Act (PHIPAA).

b. All Participating Physicians and clinic/office staff involved in the EMR Program understand and consent that the personal information and other information collected during delivery of the program will be collected, used, retained and disclosed to administer the EMR Program and for no other purposes, except as required or permitted by law. Only persons and organizations authorized by Velante Inc., the New Brunswick Medical Society and the New Brunswick Department of Health shall have access to and use of this information.

c. Information about any individual arising from the EMR program is or may be subject to federal and provincial privacy legislation, as amended from time to time. Participants and Velante Inc. covenant to adhere to any applicable privacy-related legislation in force during the term of this agreement.

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