Review, Infoway:
Project Manager

Review, Sponsor:
eHealth Project Director

Sign-off, Infoway:
Executive Regional Director

Sign-off, Sponsor:
ADM Corporate Services, HSS

ID	Deliverable	Description
YK-033-3	Sponsor Validation of DIS, Production Sign- off	The Drug Information System is installed in the final production environment.

#### Responsible:

eHealth Project Director

#### Acceptance Criteria

Certification

Yukon will provide a letter certifying Production installation

Review, Infoway:
Project Manager

Sign-off, Infoway:
Executive Regional Director

Review, Sponsor: Sign-off, Sponsor:

eHealth Project Director ADM Corporate Services, HSS

Cricalii Trojecti	51100101	ADM Corporate Cervices, 1100	
ID	Milestone	Description	
YK-034	iEHR Adoption	<ul> <li>Once a quarter an adoption review meeting will be held for the extension of LIS Connect and the DIS to Yukon health carte providers in all hospitals, clinics, health centres and home care. The purpose of this meeting will be to: <ul> <li>Review actual adoption targets values to determine their ongoing practicality given knowledge gained and whether any adjustments to the targets themselves need to be made.</li> <li>Jointly agree on any adjustments considered necessary to the actual adoption target values</li> <li>Each domain must make a reasonable contribution to the count of active users and that an appropriate level of contribution has been met</li> <li>Confirm achievement of targets as a precursor to authorizing payment.</li> </ul> </li></ul>	

#### Responsible:

eHealth Project Director

#### Review and Acceptance Criteria:

- The number of active users exceeds a specific level
- Once the number of active users has reached a specific level and is certified including the eHealth Active Users Report

Review, Infoway:
Project Manager
Regional Change and Evaluation
Specialist
Review, Sponsor:
eHealth Project Director

Sign-off, Infoway:
Executive Regional Director

Sign-off, Sponsor:
ADM Corporate Services, HSS

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ID	Deliverable	Description											
YK-034-1	iEHR Adoption Data In	The adoption targets are divided between Data In and Data Out  iEHR Data In is divided into the following deliverables:  • Yukon and PHSA Electronically Exchanging Referred Laboratory Orders and Results  • DIS POS View Orders  • DIS Community Pharmacy Sending Dispense Data to DIS						iEHR Data In is divided into the following deliverables:  • Yukon and PHSA Electronically Exchanging Referred Laboratory Orders and Results  • DIS POS View Orders  • DIS Community Pharmacy Sending Dispense Data to					
ID	Deliverable	Description											
YK-034-1-1	Yukon and PHSA Electronically Exchanging Referred Laboratory Orders and Results	Once a quarter an adoption LIS Connect component of territorial lab (Meditech) and The purpose of this meeting  Confirm achievement or payment.  Review actual adoption ongoing practicality give any adjustments to the  Jointly agree on any ad the actual adoption targ  The iEHR Data In Targets of	the eHealth Program I PHSA Orders and I I will be to: I targets as a precurs targets values to de targets themselves r justments considered et values	related to the Results initiative. sor to authorizing termine their I and whether need to be made. d necessary to									
		Description	Cumulative # Referred Orders & Results	Value									
		Repository Threshold 1											
		Adoption – 30% 3,300 \$53											
		Repository Threshold 2		1."									
		Adoption – 60%	6,600	\$53,460									
		Repository Threshold 3											
		SUCCESS - 100%	11,000	\$71,280									

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eHealth Project Director

#### **Acceptance Criteria**

#### Certification

This deliverable will be deemed complete upon receipt of:

The Laboratory Electronic Referred Orders and Results Report containing the following data:

Reporting Period: DD MMM YYYY to DD MMM YYYY

# of electronic Referred Laboratory Orders and Results exchanged between Territorial Lab (Meditech) and PHSA (BCCDC)

#### Conditions:

- The Meditech Laboratory Electronic Orders and Results Report summarizing the electronic Laboratory Referred statistics,
  - o An electronic Referred Test is defined as a Laboratory Test Result originating from within the PHSA Laboratory system and sent system-to-system to Territorial (Meditech) Laboratory system.
  - An electronic Referred Order is defined as a Laboratory Test Order originating from within the Territorial Laboratory system and sent system-to-system to BCCDC Laboratory system.
  - As available, additional information will be included such as clinician distribution, locations, number and or percentage of pharmacies involved

Review,	Infoway:
Project N	/lanager

Regional Change and Evaluation Specialist

Review, Sponsor:

eHealth Project Director

Sign-off, Infoway:

**Executive Regional Director** 

Sign-off, Sponsor:

ADM Corporate Services, HSS

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ID	Deliverable	Description	Description						
YK-034-1-2	DIS POS Users View Orders	Point of Service (POS) users can view Drug Orders in the DIS via their Pharmacy Vendor System.							
		Minimum 60% of pharmaci	Minimum 60% of pharmacies to be live.						
		As available, additional information will be included such as locations, number and/or percentage of pharmacies involved							
		The iEHR Data In Targets consist of the following thresholds:							
		Description Cumulative # of Viewed Value Orders							
		Repository Threshold 1							
		Adoption – 30%	45,000	\$106,029					
		Repository Threshold 2							
		Adoption – 60% 90,000 \$106,029							
		Repository Threshold 3							
		SUCCESS - 100%	150,000	\$141,372					

eHealth Project Director

#### Acceptance Criteria

#### Certification:

 This deliverable will be deemed complete upon receipt of DIS POS View Orders confirmation report:

The Report containing the following data:

Reporting Period: DD MMM YYYY to DD MMM YYYY

- What percentage of Drug Orders can viewed in the DIS via the Pharmacy Vendor System at Community Pharmacies
- As available, additional information will be included such as clinician distribution, locations, number and or percentage of pharmacies involved

Review, Infoway:	Sign-off, Infoway:
Project Manager	Executive Regional Director
Regional Change and Evaluation Specialist	
	Sign-off, Sponsor:
	ADM Corporate Services, HSS
Review, Sponsor:	
eHealth Project Director	

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ID	Deliverable	Description		
YK-034-1-3	DIS Community Pharmacy Sending Dispense Data to DIS	Community Pharmacies are Pharmacy Vendor System.  The iEHR Data In Targets of		
		Description	Cumulative # Community Pharmacy Sending Dispenses	Value
		Repository Threshold 1		
		Adoption – 30%	2.0	\$106,029
		Repository Threshold 2		
		Adoption – 60%	5.0	\$106,029
		Repository Threshold 3		
B ib.la.		SUCCESS - 100%	8.0	\$141,372

eHealth Project Director

#### Acceptance Criteria

#### Certification:

This deliverable will be deemed complete upon receipt of the DIS Community Pharmacy Sending Dispense Data to DIS report :

- The Report will contain the following data: Reporting Period: DD MMM YYYY to DD MMM YYYY
- Cumulative number of Community Pharmacies Sending Dispenses
- Information will included pharmacy locations, clinician distribution using DIS at pharmacy, number
- additional information as may be available such as percentage of Drug Orders being sent via the Community Pharmacies Pharmacy Vendor System to the DIS

Review, Infoway:	Sign-off, Infoway:
Project Manager	Executive Regional Director
Regional Change and Evaluation Specialist	
	Sign-off, Sponsor:
Review, Sponsor:	ADM Corporate Services, HSS
eHealth Project Director	Astronomy Astronomy

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ID	Deliverable	Description							
YK-034-2	iEHR Adoption Target Data	The adoption targe	The adoption targets are divided between Data In and Data Out:  DATA OUT						
	Out	Measurement: Denominato		Number of potential active users of eHealth in the territory					
			Numerator:	Number of active users accessing eHealth					
		Definitions:  The eHealth Data	ALL disciplines, armacists, are expected to e if they access Repositories						
		Description		Cumulative tive Users	Value				
		User Thresho	old 1						
		Adoption	Adoption – 30%		\$99,792				
		User Threshold 2  Adoption – 60%							
				150	\$99,792				
		User Thresho	old 3	0	100000				
Danasikla		SUCCESS	- 100%	250	\$,133,056				

eHealth Project Director

#### Review and Acceptance Criteria:

#### Certification:

- All users must be registered users with eHealth
- The eHealth Active Users Report is produced using the transactional data collected by the appropriate eHealth application.
- The eHealth Active Users Report will contain the following data at a minimum:
   Reporting Period: DD MMM YYYY to DD MMM YYYY
   TOTAL UNIQUE USERS

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#### TOTAL ACTIVE USERS(Exceeding 3 Accesses)

As available, additional information will be included such as:

- Active User Breakdown by location
- Breakdown by Transaction Type
- Breakdown by User Role

**Adoption Trigger:** The number of active users meets or exceeds a specific level **Payment Trigger:** The number of active users meets or exceeds a specific level

Review, Infoway:

Project Manager

Regional Change and Evaluation

Specialist

Review, Sponsor: eHealth Project Director

Sign-off, Infoway:

**Executive Regional Director** 

Sign-off, Sponsor:

ADM Corporate Services, HSS

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ID	Deliverable	Description					
YK-035	iEHR Benefits Evaluation	Benefits Evaluation     Benefits Evaluation milestone requires adequate levels of adoption to progress to the Benefits Evaluation Milestone 60% adoption target.  This deliverable will cover the Yukon iEHR Solution - LISC, DIS and CR components      As a precursor to the evaluation, Sponsor agrees to complete a System and Use Survey (SUS) Postimplementation  Completion is considered upon the following conditions being met:      Appointment of a lead who will work collaboratively with Infoway's Change & Evaluation Specialist;					
		<ul> <li>Sponsor participation with Infoway to confirm final set of survey questions for distribution to users, where a user is defined as: a clinician/individual in the targeted population who is registered for the IEHR e-solution and who has taken some action to confirm or acknowledge his/her registration or account.</li> <li>Sponsor distribution of survey link to stakeholders (all eligible system users)</li> <li>Sponsor will follow the Infoway Survey Checklist customized to YK to prompt response rate;</li> <li>Achievement of survey response minimums, described as:</li> <li>Sponsor participation with Infoway to confirm final data analysis and interpretation (Note: Infoway will conduct initial data analysis with results made available to Sponsor team).</li> <li>Yukon, with mutual agreement with Infoway, will conduct a comprehensive Benefits Evaluation related to eHealth using the</li> </ul>					
		Infoway BE Framework. The evaluation will be focused on clinical and citizen benefits.					
Responsible: eHealth Project Dire	ector						
Acceptance Criter	ia:						
Review and Accept		- 40 respondents out of 250 total participants					
	nefits Evaluation & r						
Review, Infoway:		Sign-off, Infoway:					
Project Manager Regional Change a	nd Evaluation Spec	Executive Regional Director					
	•	Sign-off, Sponsor:					
Review, Sponsor: eHealth Project Dir		ADM Corporate Services, HSS					

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		SCHEDULE	"B.4"		,	·			
Yukon iEHI	R Project Phase							<u> </u>	
	1	REIMBURSEMENT	SCHE	DULE	1	Π	1	_	
Delivery Date	Project Milestone	Deliverable		ble Costs r Work roduct	Sponsor's Portion of Eligible Costs %	Sponsor's Portion of Eligible Costs (\$)	Infoway's portion of Eligible Costs %	F Eliç	nfoway's Portion of gible Costs (1) (\$)
Phase 1								\$	760,000
Oct-10	YK-001	Stakeholder Engagement	\$	16,000	0%	\$ -	100%	\$	16,000
Feb-11	YK-002	Yukon Functional and Business Requirements	\$	110,350	0%	\$ -	100%	\$	110,350
Mar-11	YK-003	Yukon Detailed Architecture Design	\$	110,350	0%	\$ -	100%	\$	110,350
Mar-11	YK-004	Yukon – BC Collaboration Detailed Architecture Design	\$	110,350	0%	\$ -	100%	\$	110,350
Jan-11	YK-005	Technology Current State Assessment	\$	40,000	0%	\$ -	100%	\$	40,000
Mar-11	YK-006	Pan-Canadian Standards review and assessment	\$	36,783	0%	\$ -	100%	\$	36,783
Feb-11	YK-007	Legal Documents required by Yukon and BC	\$	40,000	0%	\$ -	100%	\$	40,000
Feb-11	YK-008	High-level Communication Plan	\$	36,784	0%	\$ -	100%	\$	36,784
Mar-11	YK-009	Conceptual Privacy Impact Assessment (PIA)	\$	58,853	0%	\$ -	100%	\$	58,853
Mar-11	YK-010	Conceptual Privacy Security Architecture (PSA)	\$	58,853	0%	\$ -	100%	\$	58,853
Jan-13	YK-011	Phase 2 Document Package	\$	73,567	0%	\$ -	100%	\$	73,567
May-11	YK-013	Governance Structure	\$	14,713	0%	\$ -	100%	\$	14,713
Oct-12	YK-014	Phase 1 Check-Point	\$	-	0%	\$ -	100%	\$	-
Sep-13	YK-012.1 and YK-012.2	Operational Projections Summary LIS, CR and DIS	\$	53,397	0%	\$ -	100%	\$	53,397
Phase 2.1 -	· LIS, CR, DIS							\$	100,000
Design - DI									
Dec-13	YK-015	DIS Options Analysis	\$	50,000	0%	\$ -	100%	\$	50,000
<del>Jun 14</del>	<del>YK 016</del>	DIS Detailed Planning (Cancelled)	\$		0%	\$ -	<del>100%</del>	\$	
Design CR									
Dec-13	YK -017	Client Registry Detailed Planning	\$	25,000	0%	\$ -	100%	\$	25,000
LIS Interop	erahility							+-	
	nd Planning							+	
Dec-13	YK-018	LIS Detailed Plan	\$	25,000	0%	\$ -	100%	\$	25,000
	ntation Deliver							\$	2,970,000
Jun-15	YK-19.1	Quarterly Review and Reporting Q1 (Apr-Jun) (15/16)	\$	59,400	0%	\$ -	100%	\$	59,400

Delivery Date	Project Milestone	Deliverable	fo	ible Costs or Work Product	Sponsor's Portion of Eligible Costs %	Sponsor's Portion of Eligible Costs (\$)	Infoway's portion of Eligible Costs %	Ро	oway's rtion of ble Costs (1) (\$)
Sep-15	YK-19.2	Quarterly Review and Reporting Q2 (Jul-Sep) (15/16)	\$	59,400	0%	\$ -	100%	\$	59,400
Dec-15	YK-19.3	Quarterly Review and Reporting Q3 (Oct-Dec) (15/16)	\$	59,400	0%	\$ -	100%	\$	59,400
Mar-16	YK-19.4	Quarterly Review and Reporting Q4 (Jan-Mar) (15/16)	\$	59,400	0%	\$ -	100%	\$	59,400
Jun-16	YK-19.5	Quarterly Review and Reporting Q1 (Apr-Jun) (16/17)	\$	59,400	0%	\$ -	100%	\$	59,400
Sep-16	YK-19.6	Quarterly Review and Reporting Q2 (Jul-Sep) (16/17)	\$	59,400	0%	\$ -	100%	\$	59,400
Dec-16	YK-19.7	Quarterly Review and Reporting Q3 (Oct-Dec) (16/17)	\$	59,400	0%	\$ -	100%	\$	59,400
Oct-15	YK-20	LIS Connect Business Case and Charter	\$	207,900	0%	\$ -	100%	\$	207,900
Oct-15	YK-21	Global iEHR Program Charter	\$	207,900	0%	\$ -	100%	\$	207,900
Dec-15	YK-22	Solution Architecture	\$	237,600	0%	\$ -	100%	\$	237,600
Oct-15	YK-23	Change mgmt Strategy	\$	178,200	0%	\$ -	100%	\$	178,200
Dec-15	YK-24	Change Management plan	\$	148,500	0%	\$ -	100%	\$	148,500
Mar-17	YK-25	Stakeholder Reporting	\$	148,500	0%	\$ -	100%	\$	148,500
Mar-17	YK-26	Solution Design and Build	\$	207,900	0%	\$ -	100%	\$	207,900
Mar-17	YK-27	iEHR Training Plan	\$	178,200	0%	\$ -	100%	\$	178,200
	YK-28	eHealth Program Privacy and Security							
Mar-17	YK-28.1	Logical Privacy Impact Assessment	\$	178,200	0%	\$ -	100%	\$	178,200
Mar-17	YK-28.2	Logical Treat Risk Assessment	\$	178,200	0%	\$ -	100%	\$	178,200
Mar-17	YK-28.3	Logical Privacy and Security Assessment	\$	178,200	0%	\$ -	100%	\$	178,200
Mar-17	YK-28.4	Logical Privacy Impact Assessment Confirmation Letter	\$	178,200	0% 0%	\$ - \$ -	100%	\$	178,200
Mar-17	YK-29	Test Strategy and Results (test system)	\$	178,200	0%	\$ -	100%	<b>\$</b>	178,200
Mar-17	YK-30	DIS is integrated with the CR including CR production integration between DIS and CR, Community pharmacy integration, and DIS Viewer deployment with in-context	\$	148,500	0%	\$ -	100%	\$	148,500
Adoption	Deliverables							\$ 2	2,970,000
Mar-17	YK-31	LIS Connect Change Management Activities	\$	311,850	0%	\$ -	100%	\$	311,850
Mar-17	YK-32	DIS Change Management Activities	\$	415,800	0%	\$ -	100%	\$	415,800
		Sponsor Validation of CR, DIS, LISC in Production Sign-							•
Mc= 47	YK-33	off Spanger Validation of CR in Production Sign off	· ·	200.750	00/	¢	4000/	Φ.	200 752
Mar-17	YK-33.1	Sponsor Validation of CR in Production Sign-off	\$	222,750	0%	\$ -	100%	\$	222,750
Apr-17	YK-33.2	Sponsor Validation of LIS Connect in Production Sign-off		222,750	0%	\$ -	100%	\$	222,750
Mar-17	YK-33.3	Sponsor Validation of DIS in Production Sign-off	\$	267,300	0%	\$ -	100%	\$	267,300
	YK-34	iEHR Adoption							
	YK-34.1	iEHR Adoption Data In							

Delivery Date	Project Milestone	Deliverable	f	gible Costs or Work Product	Sponsor's Portion of Eligible Costs %	F	ponsor's Portion of gible Costs (\$)	Infoway's portion of Eligible Costs %	P Elig	nfoway's Portion of gible Costs (1) (\$)
		Yukon and PHSA Electronically Exchanging Referred								
	YK-34.1.1	Laboratory Orders and Results								
Apr-17		30% Adoption3,300	\$	53,460	0%	\$	-	100%	\$	53,460
Jun-17		60% Adoption6,600	\$	53,460	0%	\$	-	100%	\$	53,460
Sep-17		100% Adoption11,000	\$	71,280	0%	\$	-	100%	\$	71,280
	YK-34.1.2	DIS POS Users View Orders								
Mar-17		30% Adoption45,000	\$	106,029	0%	\$	-	100%	\$	106,029
May-17		60% Adoption90,000	\$	106,029	0%	\$	-	100%	\$	106,029
Jul-17		100% Adoption150,000	\$	141,372	0%	\$	-	100%	\$	141,372
	YK-34.1.3	DIS Community Pharmacy Sending Dispense Data to DIS								
Jun-17		30% Adoption2.0	\$	106,029	0%	\$	-	100%	\$	106,029
Jul-17		60% Adoption5.0	\$	106,029	0%	\$	-	100%	\$	106,029
Aug-17		100% Adoption8.0	\$	141,372	0%	\$	-	100%	\$	141,372
	YK-34.2	iEHR Adoption Target Data Out								
Mar-17		30% Adoption75	\$	99,792	0%	\$	-	100%	\$	99,792
Apr-17		60% Adoption150	\$	99,792	0%	\$	-	100%	\$	99,792
Jun-17		100% Adoption250	\$	133,056	0%	\$	-	100%	\$	133,056
Jun-17	YK-35	iEHR Benefits Evaluation	\$	311,850	0%	\$	-	100%	\$	311,850
Project Tot	al Eligible Cos	ts (\$)	\$	6,800,000						
Infoway To	tal Maximum R	eimbursement Amount (\$)							\$	6,800,000

Notes:

<sup>1.</sup> The amounts shown above include all non-recoverable taxes.

<sup>2.</sup> The maximum amount payable to Government of Yukon is the Infoway Total Maximum Reimbursement Amount (\$) plus sales taxes.

<sup>3.</sup> The maximum amount of Eligible Costs reimbursable for Consultants/contractors services is based on the maximum daily rate noted above.



# Memorandum of Understanding (MOU) entered into and between Canada Health Infoway Inc. ("Infoway")

and

### The Government of Yukon as represented by the Minister of Health and Social Services (the "Jurisdiction")

Whereas in 2015, Infoway secured the services of an outside consultant to undertake a feasibility study to examine the commercial and technical feasibility of a national e-Prescribing solution ("Solution") to facilitate the adoption of electronic prescribing across Canada;

Whereas the study found that there was a high level of support for this Solution from a wide range of stakeholders who appreciated the benefits that an optimized e-Prescribing solution can provide;

Whereas the study found that the concept of this Solution, now known as Prescribel™, whose principal attributes are a secure, patient directed, electronic end-to-end solution, meeting applicable privacy and security standards while efficiently automating the prescription process, could serve as the basis for broader digital health efforts with multiple jurisdictions in Canada and could accelerate the delivery of patient and health systems benefits;

Whereas Infoway has secured a multi-year funding commitment from the Government of Canada to develop and deploy Prescribel™, a national e-prescribing service. Infoway is committed to reduce the harm and the costs of opioid-related fraud and misuse with launch of Prescribel™. Prescribel™ secure electronic transmission will ensure that prescriptions cannot be altered or forged and will provide value-added data to physician regulators, policy-makers and others

Whereas Jurisdiction has indicated interest in Prescribel™ as it believes that it will advance digital health for the benefit of its patients, the health care system and other stakeholders;

Whereas Jurisdiction is interested in working with and collaborating, in good faith, to assess and then determine the details and means by which Prescribel™ will be implemented in the Jurisdiction.

Whereas Infoway is interested in working with Jurisdiction to the benefit of patients in the Jurisdiction;

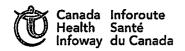
Whereas in view of the above the Parties agree to work together and collaborate in good faith, as follows:

1. The preamble forms an integral part of this MOU.



- 2. Infoway and Jurisdiction (individually and jointly referred to as the "Party" or "Parties") agree that in the context of their discussions and on-going work activities they will focus on ensuring that Prescribel™ will:
  - Be patient-focused while balancing the needs of stakeholders;
  - Ensure that patients will maintain their choice of pharmacy;
  - Be private and secure;
  - Minimally impact prescriber/pharmacy workflow;
  - Be governed by an equitable and transparent governance model;
  - Adhere to applicable regulatory and policy guidelines and objectives;
  - Start lean and offer enhancements over time;
  - Be integrated with Jurisdiction's systems for patient and provider data elements, as required;
  - Leverage existing work relating to e-prescribing.
- 3. Each Party agrees to work with the other Party and to do all things reasonably within its power, which are necessary and/or desirable to give effect and intent to this MOU.
- 4. The Parties agree that they may disclose to each other certain information which is considered by the disclosing party to be confidential and/or proprietary information ("Confidential Information"). Confidential Information exchanged between the parties shall be governed by the terms of the Confidentiality Agreement attached as Appendix A.
- 5. This MOU is intended to be and shall be construed as an expression of interest on behalf of the Parties. No binding obligations are created herein nor does this MOU create any rights in favour of any of the Parties or any other person except as it relates to the above mentioned section dealing with Confidential Information.
- 6. By signing this MOU, the Jurisdiction and Infoway agree that the details of this MOU may be made public for the purposes of reporting, marketing and/or promotion of Prescribel™, with the consent of both parties. The content of any public disclosures as well as any communications relating to the subject matter of this Letter of Intent shall be provided to the other party within five (5) days of its intended disclosure, in writing or by email for its review and consideration. Consent to such disclosure shall not be unreasonably withheld or delayed.
- 7. This MOU will be governed and construed in accordance with the laws of Yukon and all applicable laws of Canada without regard to its conflict of laws provisions.

CANADA HEALTH INFOWAY INC.	THE GOVERNMENT OF Yukon
Signed: //www.	Signed: Mashulal
Name: Michael Green Title: President and CEO	Name: MICHUL GOSHN/AR Title: ADM, CORPORATE, MSS
Date: May 7th 2018	Date: <u>Manh 29, 2018</u>



# APPENDIX A CONFIDENTIALITY AGREEMENT



#### CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this "Agreement") is entered into by Canada Health Infoway Inc. (herein referred to as 'Infoway') and the Government of Yukon (herein referred to as "Jurisdiction".)

The Parties intend to exchange confidential information with a view to working together to assess and determine the details and means by which Prescribel™ can be implemented in Yukon (the "Purpose"). Each party has agreed to keep confidential all information disclosed to it by the other party, according to the terms and conditions set out hereinafter.

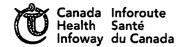
1. Information that is confidential or proprietary in nature and which is marked as Confidential (the "Confidential Information") shall be disclosed by the parties in the context of the Purpose.

The parties agree to keep such Confidential Information confidential and to use it only for the Purpose and for no other reason or purpose.

- 2. Confidential Information does not include:
  - (a) any information that at the time of its creation or disclosure was in the public domain or was created or disclosed for the purpose of being in the public domain;
  - (b) any information that, after the time of its disclosure, becomes part of the public domain otherwise than through any act or omission by the party receiving the Confidential Information;
  - (c) any information that was disclosed to the receiving party by a third party who had no confidentiality restrictions, after due enquiry has been made to that effect by the receiving party and this additionally without breach of this Agreement; and
  - (d) any information that was disclosed or used with the written authorization of the disclosing party.

Where any combination of information disclosed consists of Confidential Information and non-confidential information, all of such information shall be deemed to be Confidential Information.

- 3. Each party shall have the right to transmit the Confidential Information only to those employees, agents, representatives and subcontractors (individually, the Representative") who have a need to know the Confidential Information for the Purpose, provided that such Representative(s) has/have agreed in writing to be bound by the terms of this Agreement, whether in the applicable employment or in other contractual agreements. Each party shall be responsible for any breach of confidentiality by its Representatives.
- 4. In the event that either party or any of its Representatives become legally compelled to disclose any of the Confidential Information, it shall provide the other Party with prompt written notice thereof so that, if appropriate, a protective order or other appropriate remedy may be sought.



- 5. All Confidential Information disclosed is the sole and exclusive property of the disclosing party and that party owns all the rights, title and interest in and to such Confidential Information, including without limitation:
  - (a) all ideas, concepts, information, trade secrets, know-how, business strategies and methods relating to the Confidential Information;
  - (b) all physical material containing, bearing, or embodying any Confidential Information in human or machine readable form, including, without limitation, all documents agreements, diagrams, charts, graphs, computer programs, computer diskettes, and computer files; and
  - (c) all proprietary and intellectual property rights in the Confidential Information, including copyright; regardless of whether these items were created, generated, developed, produced or prepared by or on behalf of the disclosing party, and regardless of whether these items came into being before or after the date hereof.
- 6. The recipient of the Confidential Information undertakes:
  - a) Not to use or duplicate in whole or in part, any of the Confidential Information for any reason other than the Purpose;
  - b) To protect and keep in confidence said Confidential Information by using the same degree of care and safeguard as it uses to protect its own Confidential Information of like importance, but in all circumstances by adhering to, at least, a reasonable and prudent standard of care;
  - c) Not to disclose or permit that the Confidential Information be disclosed, in any manner whatsoever, other than to its authorized representatives who have a need to know the Confidential Information for the Purpose. The recipient undertakes to advise such persons of the confidential nature of the information and undertakes to obtain the undertaking of each of such persons to respect the terms and conditions of this Agreement as per the terms and conditions set out in Section 3 above;
  - d) Not to reproduce or reverse engineer, decompile or disassemble any information or product (including any hardware or software) received from the recipient, nor to remove, overprint or deface any notice of copyright, trademark, logo, legend or notice of ownership from any information or material obtained from the disclosing party; and
  - e) Except for the Purpose and as required by law or with the consent of both parties, the recipient shall not disclose to any person the fact that discussions are taking place between the parties concerning the Purpose, including the status of such discussions.
- 7. Upon being requested to do so, the receiving party will promptly return to the disclosing party all Confidential Information in its possession or in the possession of its Representatives, without such party or its Representatives or any third party retaining any copies, notes, summaries or outlines thereof. Alternatively, the disclosing party may request that the receiving party destroy such



Confidential Information. In all circumstances the receiving party shall provide to the disclosing party a certificate signed by an authorized officer of the recipient attesting to the return or destruction of the Confidential Information, as applicable.

- 8. It is acknowledged and agreed that either party would not have an adequate remedy at law and would be irreparably harmed in the event that any of the provisions of this Agreement were breached. Accordingly, in addition to any other remedy to which both parties may be entitled at law or in equity, both parties shall be entitled to injunctive relief to prevent any breach of this Agreement and specifically to enforce its terms, the whole without the necessity of proving any actual damage or posting a bond or security for costs.
- 9. Neither party shall at any time discuss, other than in a secure environment, any aspect of the Purpose, nor disclose or release any materials containing Confidential Information without, in each case, obtaining the prior written consent of an authorized representative of the other party.
- 10. Nothing contained in this Agreement shall be construed as granting or conferring, expressly or impliedly any rights or title to the Confidential Information. It is agreed that no license is granted to the recipient pursuant to this Agreement.
- 11. If any provision of this Agreement becomes invalid, illegal or unenforceable in any respect under any regulation or law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
- 12. Each party shall bear its own costs incurred under or in connection with this Agreement.
- 13. This Agreement may not be transferred or assigned by the recipient without the written approval of the other party.
- 14. This Agreement supersedes any prior agreements with respect to Confidential Information supplied to recipient and constitutes the complete agreement concluded between the parties with respect to Confidential Information.
- 15. Any failure or delay by a party to exercise any rights, power or privilege under this Agreement shall not constitute a waiver of any right, power or privilege.
- 16. This Agreement does not require either party to enter into any relationship and does not create any agency or partnership between the parties.
- 17. Subject to articles 3 and 5 of this Agreement, all the disputes between the parties in connection with or arising out of the existence, validity, construction, performance and termination of this Agreement (or any terms thereof) which the parties are unable to resolve between themselves, shall be finally settled in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce. The hearings shall take place in Toronto, Ontario, Canada.
- 18. This Agreement shall be governed by the laws of Yukon and any applicable Federal laws of Canada.



#### AGREED TO AND ACCEPTED

#### **GOVERNMENT OF Yukon**

D	-		٠	
-	E	١.	٠	

M Gozhulah

Print Name:

Michele Goshulak ADM, Corporate Services, HSS

Date:

Title:

March 29,2018

CANADA HEALTH INFOWAY INC.

Per:

Michael Green

Title:

Print Name:

President and CEO

Date:

May 7 m 2018

From: <u>Jennifer.Potvin</u>
To: <u>Karen.Chan</u>

**Subject:** Virtual Care in Yukon.pptx

**Date:** Tuesday, December 15, 2020 5:13:07 PM

Attachments: <u>Virtual Care in Yukon.pptx</u>

## Virtual Care in Yukon

Evolving the discussion & team

Following discussion November 24, 2020

# Bilateral Agreement – Health Canada

- Signed by Minister on December 9
- Allocation of \$3.1M
- FPT DM May 19<sup>th</sup> agreed to these priorities:
  - patient access to COVID-19 and other lab results;
  - secure messaging and information-sharing platform;
  - secure video-conferencing technology;
  - remote patient monitoring; and
  - integration of new platforms and needed hardware.
- Direct alignment with 1Health and delivery of EMR, and associated tools as foundation

# Bilateral Agreement – Health Canada

#### Within 90 days – provide action plan (30d)

- 1. provide an overview of virtual care in Yukon;
- 2. identify Yukon's specific priority areas for expenditure and objectives, and which build upon the progress to date in delivering virtual care;
- 3. highlight those initiatives Yukon has or will undertake and describe how they align with the priorities agreed to by Deputy Ministers on May 19, 2020, and outlined in section 2.2.1, including initiatives undertaken by Yukon as of April 1, 2020;
- 4. indicate how these initiatives will address shared principles for virtual care presented to Deputy Ministers on May 19, 2020, namely prioritizing user experience, data security/privacy, interoperability/data integration, as well as enabling cross-jurisdictional solutions to accommodate patient flow;
- 5. include a breakdown of planned expenditures by initiative;
- 6. highlight how the needs of underrepresented populations in Yukon will be addressed within one or more identified initiative;
- 7. identify how Yukon will work in collaboration with Canada Health Infoway, Canadian Institute for Health Information [CIHI], and, as appropriate, with other pan-Canadian health organizations (Canadian Patient Safety Institute, Canadian Foundation for Health Improvement, Canadian Agency for Drug Technologies and Health, Mental Health Commission of Canada, Canadian Centre on Substance Use and Addiction, and the Canadian Partnership Against Cancer) to implement initiatives; and
- 8. outline the performance measures and targets that Yukon will use to track progress according to Yukon's planned activities.

# **CHI Rapid Adoption - \$615K**

Monthly Solution Utilization Report- eVisits

Report Date 12/14/2020

Target: Target: Provider Users 300

Totals

Citizen Users

3,000

		Provider			Citizen				
Project	Cumulative Providers Registered	Target Cumulative Provider Users	Actual Cumulative Provider Users	% Complete of Provider Target	Target Cumulative Citizen Users	Adjusted Number of Citizen uses	% Complete for Citizens Target	Cumulative # of eVisit sessions	Notes
eVisit Solution						0			
March 2020	30		0	0%		0	0%	0	
April 2020	101		30	10%		78.5	3%	157	
May 2020	156		127	42%		203	7%	406	
June 2020	182	.50	151	50%	500	296	10%	592	
July 2020	205		172	57%		360.5	12%	721	
August 2020	211		175	58%		395.5	13%	791	
September 2020	246	100	191	64%	1,000	474.5	16%	949	
October 2020	253		202	67%		582	19%	1164	
November 2020	269		206	69%		708	24%	1416	
December 2020		200			2,000	0	0%		
January 2021						0	0%		
February 2021						0	0%		
March 2021		300			3,000	0	0%		

# **CHI Virtual Care Investment – \$2M**

Infoway will strategically invest in or support PT projects/initiatives that are aligned with any of the following project goals or range of solutions:

- Increased access to citizen facing solutions such as patient portals, online appointment booking solutions and remote patient monitoring;
- Expansion of virtual visit and provider-to-provider solutions including hardware and infrastructure, to support increased adoption and uptake;
- Improved integration of virtual care solutions with existing clinical systems and decision-support tools;
- Implementation of interoperability specifications to support testing environments and support interoperable API development; and/or
- Increased human resource support for PTs from Infoway to execute the project implementation lifecycle in the areas of strategic planning, project management, change management, architecture, privacy and security and project evaluation.

#### PROJECT AGREEMENT: VCPYK0101

#### **GOVERNMENT OF YUKON**

("Sponsor")

#### AND

#### CANADA HEALTH INFOWAY INC.

("Infoway")

(Collectively the "Parties")

#### **RECITALS:**

WHEREAS the Parties entered into an agreement on December 1, 2006 with a reference number YK-MSA-001, (the "Master Agreement") with the objective of amongst other matters fostering and accelerating the development and adoption of electronic health information systems, common standards, health surveillance, and telehealth technologies, which are compatible and inter-operable on a pan-Canadian basis;

WHEREAS the Parties have agreed that the Project detailed more fully in the attached Project Charter is of interest to both Sponsor and Infoway and is consistent with Infoway's mission;

WHEREAS the Parties have agreed in the Master Agreement that the terms and conditions of the Master Agreement shall apply to the Project;

WHEREAS the Parties wish to enter into this project agreement (the "Project Agreement") to set out the terms and conditions which will govern the parties' involvement in the Project;

AND WHEREAS the Parties wish to enter this Project Agreement to be effective as of April 1, 2021 (the "Project Effective Date")

NOW THEREFORE, IN CONSIDERATION of the covenants, agreements and promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Sponsor and Infoway agree as follows:

- 1. All terms used in this Project Agreement and not otherwise specifically defined herein shall have the meanings ascribed to them in the Master Agreement.
- 2. The Parties agree that this Project Agreement is entered into pursuant to the Master Agreement and is a Project Agreement referred to in the Master

Agreement. Accordingly, all of the terms and conditions of the Master Agreement are incorporated herein by reference.

- 3. The parties agree that no payment will be made to Sponsor with respect to any Project milestone completed after March 31, 2022.
- 4. The attached Schedules "A" through "G" shall form an integral part of this Project Agreement
- 5. This Project Agreement may not be amended except by a written amending agreement executed by duly authorized officers of the parties.

### IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS PROJECT AGREEMENT AS OF THE PROJECT EFFECTIVE DATE.

#### **GOVERNMENT OF YUKON**

Name Jennifer Potvin

Title: Chief Information Officer

Date: April 19, 2021

#### CANADA HEALTH INFOWAY INC.

Jennifer Potvin

Per MGreen (Apr 29, 2021 12:27 EDT)

Name: Michael Green

Title: President & Chief Executive Officer

Date: Apr 29, 2021

Per: Michèle Jehrus (Apr 28, 2021 21:23 EDT)

Name: Michèle Jémus

Title: Chief Financial Officer and Executive VP

Business Services
Date: Apr 28, 2021

#### **SCHEDULE "A"**

#### PROJECT CHARTER

#### **Description:**

1Health Yukon consists of a number of initiatives that leverage technology to increase access to care, provide opportunities to bring care closer to home, improve delivery and coordination of care and improve both the client and provider experience in Yukon – most notably an integrated health information system that connects all care settings and underpins that seamless care experience.

Through a strong and unique public-private partnership Yukon Hospital Corporation, Yukon Medical Association and Health and Social Services are working together to establish a single health information network under this banner of lHealth Yukon, and are striving to ensure Yukoners experience a seamless care journey regardless of where health care services are received. We will deploy the same platform in:

- Yukon hospitals (Whitehorse, Dawson City and Watson Lake)
- Community Nursing (CN) all community health centres in Yukon
- Long term Care Homes and Home Care
- Yukon Communicable Disease Control (YCDC)
- Mental Wellness & Substance Use (MWSU)
- Physician/Health Clinics operated by HSS
- Private primary care physician's clinics; and
- Virtual care settings

In 2018, Yukon Government appointed a panel of experts to conduct a comprehensive review of Yukon's health and social programs and services, and the ensuing report was released in April, 2020. This report, entitled Putting People First1, put forward 76 recommendations — one of which was to increase the use of virtual care and develop options for Yukoners to connect with care providers from their homes and in their communities. In addition, the panel recommended that we create a holistic, expanded primary care system built on relationships between providers and their clients. In this model, clients would be in control of their own care, would have access to primary health care services as close to home as possible, and receive holistic, whole-person care provided by integrated, interdisciplinary teams. Our work with 1Health, and extension to primary care clinics, is foundational to achieving both of these objectives.

Primary care clinics currently use an EMR to document patient health information, and patients have a unique record at each clinic – even if they see the same physician in different clinics. There is a considerable amount of work to be done.

#### Alignment with Virtual Care Investment Initiative Parameters

This work aligns with the following parameters as set out by Canada Health Infoway:

- 1. Increased access to citizen facing solutions
- 2. Expansion of virtual visit and provider to provider solutions
- 3. Improved integration of virtual care solutions
- 4. Increased human resource support

#### Rationale for Alignment

- When the Ambulatory care component of 1Health is implemented in primary care settings, Yukoners will have access to tools in a patient portal that will enable online appointment booking, secure text messaging and video visit technology.
- Providers will have capacity to exchange messages securely, and undertake video visits.
   This may be helpful during the assessment process to refer a patient from a rural community to hospital.
- The work to map, connect, de-duplicate and convert data from the current primary care EMR to the territorial EHR, and to archive the legacy information is necessary in order to safely deploy the territorial EHR. This will be done prior to launching virtual tools, and providers will be able to deploy the virtual tools directly from the patient's chart.
- Human resources support will be required as part of the project team (primary care SME, PIA and security assessment)

#### **Project Resourcing Approach:**

The 1Health Yukon team will oversee this work. The addition of a primary care SME and team members is planned for April, 2022.

#### **Privacy & Security:**

A privacy impact assessment (PIA) and a security threat risk assessment (STRA) are being completed for the 1Health project, data migrations/conversion, and virtual tools will be addressed at that time.

**Bilateral Support Program Criteria** 

Prerequisite Criteria	Y/N	Comments
Jurisdictional support for the virtual care project	Y	
Project agreements should be signed prior to March 31, 2021	Y	
Initiatives must be completed by March 31, 2022	Y	
The Jurisdiction has confirmed resource availability or requested support	Y	
The Sponsor has followed their procurement policies/guidelines	Y	
The project has demonstrated alignment and/or connection to the PT bilate agreement and addresses at least one of the following objectives:  1. Increased access to citizen facing solutions such as patient portals, online appointment booking solutions and remote patient monitoring  2. Expansion of virtual visit and provider to provider solutions including hardware and infrastructure to support increased adoption and uptake  3. Improved integration of virtual care solutions with existing clinical systems and decision-support tools  4. Implementation of interoperability specifications to support testing environments and support interoperable API development  5. Increased human resource support for PTs from Infoway to execute the project implementation lifecycle in the areas of strategic planning, project management, change management, architecture, privacy and security and project evaluation		
Must report agreed upon metrics (e.g. adoption, utilization)	Y	
Required Sponsor commitments (☑ to acknowledge)		
✓ Project will be completed by March 31, 2022		
✓ Completion of all privacy and security deliverables by the end of the project		
✓ Submission of monthly reports to Infoway, which includes a summary of the the tracking of the number of citizen/patient and provider users of virtual care for the entire duration of the project and best efforts to provide updated annu	solutions; re	eporting is required
✓ Participation in joint public communications and benefits activities in order to approach and early lessons learned with others; to share communications ar developed for the project and/or participate in the development of such resource.	id other mate	erials that have been

#### SCHEDULE "B"

#### REIMBURSEMENT SCHEDULE

					Infoway's Portion	(5)	
Delivery Due Date	Deliverable ID	Project Deliverable	p	nfoway's ortion of gible Costs (\$)	March 31, 2021	March 3	31, 2022
30/Apr/21	1	Project Initiation	\$	400,000			400,000
30/Jun/21	2	Quarterly Documentation Package #1, including: - Progress report - Documentation evidence of plans and design for clinical data conversions and 1Health ambulatory EMR deployment	\$	400,000			400,000
30/Sep/21	3	Quarterly Documentation Package #2, including: - Progress report	\$	400,000			400,000
31/Dec/21	4	Quarterly Documentation Package #3, including: - Progress report - Completion of Design & Build for 1Health Ambulatory Care Module - Completion of primary care clinical data conversions	s	400,000			400,000
31/Mar/22	5	Final Documentation Package, including:  - Final progress report  - Submission of PIA Letter of Confirmation (January)  - Completion of planned deployment for virtual visit technology within the timeframe of the project	\$	400,000			400,000
	1						-
foway Total I	Maximum Rein	bursement Amount (2)	5	2,000,000	\$ -	\$ 2	,000,000

#### Notes:

<sup>1.</sup> The maximum amount payable to Yukon for each Fiscal Year is the Amount to be achieved by Fiscal Year as set forth above, up to 100% of Actual Eligible costs incurred and the above Infoway Total Maximum Amount Reimbursement (\$) plus Sales Taxes, where applicable. Any amounts not achieved and claimed for a fiscal year will not be subsequently reimbursed by Infoway. However, substitutions of deliverables between fiscal years are acceptable as long as the total amounts per fiscal year set forth above are not exceeded.

<sup>2.</sup> Starting in June 2021, each claim submitted for reimbursement must include a confirmation of total actual eligible costs incurred by the Sponsor. Final claim must be submitted, and any overpayment reimbursed to Infoway within 3 months of project end date.

#### **SCHEDULE "C"**

#### STATEMENT OF WORK

The following milestones and deliverables (as identified within the description of the milestone), are required to be submitted to Infoway for review and approval.

1D	Milestone	Description	
1	Project Initiation	The project initiation phase will include the project planning doci including updated Project Charter, Project Plan, Resource Engagement Plan.	
	onsibility & Title: K Project Director (or design	ate)	
Acce	otance Criteria	Review and Sign-off	
d	elivery of documentation that escription of content outlined alidation of completeness		
• s	ign-off by responsible parties	<ul><li>Infoway:</li><li>Senior Regional Account Director, West</li></ul>	
		Senior Director, Program Delivery	

ID	Milestone	Description
2	Quarterly Documentation Package #1	<ul> <li>This milestone includes:</li> <li>Documentation evidence of high level plan and design for clinical data conversion and the ambulatory care component of 1Health.</li> <li>Quarterly Progress report that includes accomplishments, updates and results on significant milestones and deliverables of the project.</li> <li>Evidence of regular monthly project update meetings between the project managers.</li> </ul>
	onsibility & Title: K Project Director (or design	nate)

Acceptance Criteria	Review and Sign-off
<ul> <li>Delivery of documentation that meets the description of content outlined above.</li> <li>Validation of completeness</li> <li>Sign-off by responsible parties</li> </ul>	<ul> <li>Sponsor: <ul> <li>Project Team</li> </ul> </li> <li>Infoway: <ul> <li>Senior Regional Account Director, West</li> </ul> </li> <li>Senior Director, Program Delivery</li> </ul>

ID	Milestone	Description
3	Quarterly Documentation Package #2	<ul> <li>This milestone includes:</li> <li>Quarterly Progress report that includes accomplishments, updates and results on significant milestones and deliverables of the project.</li> <li>Evidence of regular monthly project update meetings between the project managers.</li> </ul>
• }	onsibility & Title:  /K Project Director (or designer)  ptance Criteria	Review and Sign-off
• I	Delivery of documentation that lescription of content outlined Validation of completeness Sign-off by responsible parties	t meets the above.  Sponsor: Project Team

ID	Milestone	Description
4	Quarterly Documentation Package #3	This milestone includes:  Documentation evidence showing completion of the design and build of the 1Health Ambulatory care module that covers workflow, architecture and integration.
		Documentation evidence showing the completion of converting primary

	Quarterly Pro results on sign	a to the territorial EHR.  gress report that includes accomplishments, updates and nificant milestones and deliverables of the project.  egular monthly project update meetings between the project
Responsibility & Title:  • YK Project Director (or d	esignate)	Review and Sign-off
<ul> <li>Delivery of documentation description of content out</li> <li>Validation of completene</li> <li>Sign-off by responsible p</li> </ul>	lined above. ss	Sponsor:  Project Team  Infoway: Senior Regional Account Director, West Senior Director, Program Delivery

ID	Milestone	Description
5	Final Documentation Package	This milestone provides:  Documentation evidence that the virtual care solution has been deployed allowing both providers and citizens to access virtual tools.  Final versions of requirements, architecture, workflows, and integration documentation.
		<ul> <li>Report on launch of virtual care technology, including results such as adoption and uptake of the new solution.</li> </ul>
		<ul> <li>Final project summary report including lessons learned and benefits evaluation.</li> </ul>
		Prior to the deployment of the virtual care technology, Sponsor will confirm through the Privacy Impact Assessment Letter of Confirmation that they have:
		<ul> <li>undertaken the internal assessments and reviews necessary to ensure the accuracy of the previously completed PIA Report;</li> </ul>
		<ul> <li>implemented a risk mitigation plan to treat identified P&amp;S risks raised during the PIA and other due diligence exercises; and</li> </ul>
		<ul> <li>communicated the results of the PIA to all appropriate parties.</li> </ul>

Responsibility & Title:  • YK Project Director (or designate)				
Acceptance Criteria	Review and Sign-off			
<ul> <li>Delivery of documentation that meets the description of content outlined above.</li> <li>Validation of completeness</li> </ul>	Sponsor:  Project Team			
Sign-off by responsible parties	<ul><li>Infoway:</li><li>Senior Regional Account Director, West</li></ul>			
	Senior Director, Program Delivery			

#### **SCHEDULE "D"**

#### **NOTICE**

#### **Project Managers**

Name: Jennifer Potvin Name: Rita Jervis

Address: 1Health, 3<sup>rd</sup> floor 204 Lambert Address:

Telephone: 867-456-5506 Telephone: 604-619-5480

Fax: Fax:

Cell: 867-334-3499 Cell: 604-619-5480

E-mail: Jennifer.potvin@gov.yk.ca E-mail: rjervis@infoway.ca

#### **Delivery of Notices**

Name: Jennifer Potvin Name: Rita Jervis

Address: 1Health, 3<sup>rd</sup> floor 204 Lambert Address:

Telephone: 867-456-5506 Telephone: 604-619-5480

Fax: Fax:

Cell: 867-334-3499 Cell: 604-619-5480

E-mail: Jennifer.potvin@gov.yk.ca E-mail: rjervis@infoway.

## SCHEDULE "E" THIRD PARTY NON-LICENSED RIGHTS

None

#### **SCHEDULE "F"**

#### **CERTIFICATION AND REPRESENTATION OF COMPLIANCE**

We, [insert title of Senior Financial or Corporate Officer] and [insert title of Senior Project Officer] duly authorized senior officers of Government of Yukon "Sponsor", confirm and warrant that all applicable requirements under the Agreement entered into between Sponsor and Canada Health Infoway Inc., having an initial effective date of April 1, 2021, with respect to the Deliverables or Services as specified in the Statement of Work have been observed, and that all costs specified in the attached Invoice are Eligible Costs as defined in the Agreement have been properly incurred and paid by Sponsor.

GOVERNMENT OF YUKON
Per:
Name:
Title: [insert title of Senior Project Officer]
Date:
Per:
Name:
Title: [insert title of Senior Financial Officer/Corporate Officer]
Date:

COMEDNIA (ENTE OF MILITONI

#### **SCHEDULE "G"**

#### FORM OF INVOICE (To be printed on Sponsor's letterhead)

[INSERT DATE HERE]

To: Canada Health Infoway Inc. /Inforoute Santé du Canada Inc. 1000 Sherbrooke Street West, Suite 1200

Montreal Ouebec H3A 3G4

Montreal, Quebec H3A 3G4 Attention: Accounts Payable

From: GOVERNMENT OF YUKON

Re: Agreement between Canada Health Infoway Inc. and the Government of Yukon dated or having an Effective Date of April 1, 2021 (the "Agreement") having reference number:

PAYMENT MADE SUBSEQUENT TO SIGNATURE OF THE AGREEMENT OR REIMBURSEMENT OF THE FOLLOWING ELIGIBLE COSTS INCURRED FOR THE PERIOD STARTING ON [Insert Date] UP TO AND INCLUDING [Insert Date]]. THE REIMBURSEMENT IS TO BE MADE PAYABLE TO [Insert to whom the cheque is to be addressed to as well as the full street address (not a PO box) where the cheque is to be sent by courier- also insert the Sponsor's contact person's name, title and telephone number]:

(A) DESCRIPTION OF DELIVERABLE OR SERVICE (USE IDENTIFIER REFERENCED IN THE STATEMENT OF WORK OR REFERENCE TO SIGNATURE OF AGREEMENT)		
(B) ACTUAL AMOUNT OF ELIGIBLE COSTS INCURRED FOR DELIVERABLE OR SERVICE OR PAYMENT TO BE RECEIVED UPON SIGNATURE OF AGREEMENT	<b>\$●</b>	
(C) MAXIMUM POTENTIAL AMOUNT RECOVERABLE BY SPONSOR FOR THE DELIVERABLE OR SERVICE (REFERENCE: REIMBURSEMENT SCHEDULE "B")	<b>\$●</b>	
(D) MAXIMUM REIMBURSEMENT OF INFOWAY IN PERCENTAGE TERMS (REFERENCE: REIMBURSEMENT SCHEDULE "B")	• %	
(E) MAXIMUM REIMBURSEMENT OF INFOWAY IN ABSOLUTE TERMS	<b>\$•</b>	
(F) ACTUAL MAXIMUM AMOUNT RECOVERABLE BY SPONSOR FOR RELEVANT DELIVERABLE OR SERVICE (CONTRIBUTION AS SET OUT BY REFERENCE TO ELIGIBLE COSTS)	<b>\$●</b>	
(G) VARIANCE BETWEEN (E) AND (F) (THIS AMOUNT MAY BE POSITIVE OR NEGATIVE)	\$●	

(H) ALLOCATION FROM PRIOR BILLING STATEMENT (ARISES WHERE SPONSOR'S RECOVERY WAS LESS THAN MAXIMUM AMOUNT RECOVERABLE IN ANY PRECEDING BILLING STATEMENT AND NOT PREVIOUSLY REIMBURSED TO SPONSOR)	<b>\$●</b>
(I) ALLOCATION TOWARD SUBSEQUENT CLAIM (ARISES WHERE SPONSOR'S RECOVERY WITH RESPECT TO THIS BILLING STATEMENT IS LESS THAN THE ACTUAL AMOUNT OF THE DELIVERABLE OR SERVICE)	<b>\$●</b>
(J) TOTAL ELIGIBLE COSTS REIMBURSABLE TO SPONSOR FOR THIS DELIVERABLE OR SERVICE	<b>\$•</b>
(K) TOTAL NON-RECOVERABLE SALES TAX INCLUDED IN ELIGIBLE COSTS IN (J) ABOVE	\$●
(L) GST/HST PAYABLE BY INFOWAY ON (J) (IF APPLICABLE)	\$●
(M) OTHER PROVINCIAL SALES TAX PAYABLE BY INFOWAY ON (J) (IF APPLICABLE) see the note below	<b>\$•</b>
(N) TOTAL AMOUNT OWING BY INFOWAY ((J) + (L) +(M))	\$●

#### NOTE:

TERMS OF PAYMENT OF THIS INVOICE ARE AS SET FORTH IN THE AGREEMENT. ALL TERMS USED IN THIS INVOICE BUT NOT DEFINED HEREIN SHALL HAVE THE MEANINGS GIVEN TO THEM IN THE AGREEMENT. SPONSOR MUST VERIFY AND CONFIRM WHETHER THE PROVINCIAL SALES TAX MUST BE CALCULATED ON THE TOTAL OF (J) PLUS (L), OR ON (J) ONLY. THE SPONSOR IS SOLELY RESPONSIBLE FOR THE CONSEQUENCES FLOWING FROM SUCH DETERMINATION.

#### SPONSOR'S REGISTRATION NUMBER FOR GST/HST: ●

SPONSOR'S REGISTRATION NUMBER FOR OTHER PROVINCIAL SALES TAX (IF APPLICABLE):

#### **GOVERNMENT OF YUKON**

Per: _		 
	Name:	
	Title:	
Per: _		
	Name:	
	Title:	

# GOVERNMENT OF YUKON VCPYK0101 Project Agreement 20210329 Final (003)-signed

**Final Audit Report** 

2021-04-29

Created:

2021-04-22

By:

Carmen Sorbara (csorbara@infoway-inforoute.ca)

Status:

Signed

Transaction ID:

CBJCHBCAABAA8iEtz0YNuniGvbeY6SHIV6E-CA0JxTDb

# "GOVERNMENT OF YUKON VCPYK0101 Project Agreement 2 0210329 Final (003)-signed" History

- Document created by Carmen Sorbara (csorbara@infoway-inforoute.ca) 2021-04-22 6:43:42 PM GMT- IP address: 65.92.184.29
- Document emailed to Michèle Jemus (mjemus@infoway-inforoute.ca) for signature 2021-04-22 6:44:53 PM GMT
- Email viewed by Michèle Jemus (mjemus@infoway-inforoute.ca) 2021-04-29 1:23:30 AM GMT- IP address: 174.88.166.144
- Ocument e-signed by Michèle Jemus (mjemus@infoway-inforoute.ca)

  Signature Date: 2021-04-29 1:23:44 AM GMT Time Source: server- IP address: 174.88.166.144
- Document emailed to MGreen (mgreen@infoway-inforoute.ca) for signature 2021-04-29 1:23:45 AM GMT
- Email viewed by MGreen (mgreen@infoway-inforoute.ca) 2021-04-29 4:27:01 PM GMT- IP address: 173.33.9.190
- Ocument e-signed by MGreen (mgreen@infoway-inforoute.ca)
   Signature Date: 2021-04-29 4:27:33 PM GMT Time Source: server- IP address: 173.33.9.190
- Agreement completed. 2021-04-29 - 4:27:33 PM GMT



#### PROJECT AGREEMENT AMENDMENT #1: VIRTCARE005

#### **GOVERNMENT OF YUKON**

#### **AND**

#### CANADA HEALTH INFOWAY INC.

("Infoway")

is effective this 31st day of March, 2021 (the "Effective Date").

#### **RECITALS:**

WHEREAS Sponsor and Infoway (collectively the "Parties") entered into an agreement on December 1, 2006 with a reference number YK-MSA-001, (the "Master Agreement") to set out the terms and conditions which will govern the parties' involvement in Projects;

WHEREAS the parties entered into an agreement with an effective date of April 9, 2020 and with reference number VIRTCARE005 (the "Project Agreement") to complete the Virtual Care project in response to COVID-19;

AND WHEREAS the Parties now wish to amend Schedules "B" and "C" of the Project Agreement to account for revised timelines and deliverables without amending the Master Agreement.

NOW THEREFORE, IN CONSIDERATION of the covenants, agreements and promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Sponsor and Infoway hereby agree as follows:

- 1. All terms used in this Agreement Amendment #1 and not otherwise specifically defined herein shall have the meanings ascribed to them in the Master Agreement and the Project Agreement, as applicable.
- 2. The Parties agree that the Funds will continue to be used by Sponsor for the sole purpose of funding the Project's Eligible Costs.
- 3. The Parties agree to amend the following Schedules to reflect revised timelines and Work Product:
  - a. Schedule "B" (Reimbursement Schedule) is repealed and replaced with Schedule "B.1" (Reimbursement Schedule) attached hereto; and
  - b. Schedule "C" (Statement of Work) is repealed and replaced with Schedule "C.1" (Statement of Work) attached hereto.

- 4. Sponsor agrees that it will not be entitled to reimbursement nor payment with respect to any Deliverables or milestones reached after March 31, 2022.
- 5. All other provisions of the Project Agreement and the Master Agreement remain in force unaffected by this Agreement Amendment #1.

### IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT AMENDMENT #1 AS OF THE EFFECTIVE DATE.

THE GOVERNMENT OF NUNAVUT

Name: Jennifer Potvin

Title: Chief Information Officer

Date!

CANADA HEALTH INFOWAY INC.

Per: Michèle Jemus (Apr 1, 2021 15:38 EDT)

Name: Michèle Jémus

Title: Chief Financial Officer and Executive

VP Business Services
Date: Apr 1, 2021

#### SCHEDULE "B.1"

#### REIMBURSEMENT SCHEDULE

						Portion of Eligible or Fiscal Year endi		
Delivery Due   Deliverable   Date   ND		Project Deliverable	Infoway's portion of Eligible Costs (5)		March 31, 2020	March 31, 2021	March 31, 2	022
15/Apr/20	1	Project Initiation-Project Charter, SOW, Resource Plan and Enagagement Approach	5	153,750		153,750		-
30/Sep/20	2	eVisit Go-Live & First Use - Submission of confirmation letter of PIA	5	76,875		76,875		
31/Mar/21	3	Home Health Monitoring Go-Live & First Use - Submission of confirmation letter of PIA Project Reporting- 300 eVisit Licenses used	\$	76,875		76,875		
30/Apr/21	4	Project Reporting- 10 RPM patients enrolled, 1,500 citizen users - Monthly reporting of solution utilization	s	64,500			64	,50
30/Jun/21	5	Project Reporting: 20 RPM patients enrolled, 2,000 citizen users - Monthly reporting of solution utilization	5	64,500			64	,50
30/Sep/21	6	Project Reporting-50 RPM patients enrolled, 2,500 citizen users - Monthly reporting of solution utilization	s	64,500			64	:,50
31/Dec/21	7	Project Reporting- 100 RPM patients enrolled, 3,000 citizen users - Monthly reporting of solution utilization	s	64,500			64	1,50
Ioway Total I	Jaximum Rein	bursament Amount (2)	3	565,500	\$ .	\$ 307,500	\$ 258	3,00

- 1. The amounts shown above include all non-recoverable taxes.
- 2. The maximum amount psyable to YK for each Fiscal Year is the Amount to be achieved by Fiscal Year as set forth above, up to 100% of Actual Elegible costs incurred and the above infloway Total Maximum Arrount Reimbursement (5) plus Sales Taxes, where applicable. Any amounts not achieved and claimed for a fiscal year will not be subsequently reimbursed by Infloway. However, substitutions of deliverables between fiscal years are acceptable as long as the lotal. amounts per fiscal year set forth above are not exceeded.
- Starting in June 2020, each claim submitted for reimbursement must include a confirmation of total actual eligible costs incurred by the Sponsor.
   Final claim must be submitted, and any overpayment reimbursed to Infloway within 3 months of project end data.
   Infloway provided project management resource as a consulting contract.

#### SCHEDULE "C.1"

#### STATEMENT OF WORK

The following milestones and deliverables (as identified within the description of the milestone), are required to be submitted to Infoway for review and approval.

ID	Milestone	Description		
1	Project Initiation- Project Charter, SOW, Resource Plan and Engagement Approach	The project initiation phase will comprise of all deliverables for the project to be launched. This includes the Project Charter, SOW, Resource Plan and Engagement Approach.		
Res	sponsibility & Title:			
•	YK Project Director (or	designate)		
Ac	ceptance Criteria		Review and Sign-off	
	Delivery of documentat description of content o Validation of completer Sign-off by responsible	utlined above. ness and accuracy	Sponsor:  Project Team  Infoway: Senior Regional Account Director, Western Region Senior Director, ACCESS Services & Solutions	

ID	Milestone	Description		
2	eVisit Go-Live & First Use - Submission of	This milestone confirms the eVisit solution has gone Live and is in use by a Provider.		
	- Submission of confirmation letter of Privacy Impact Assessment (PIA)  The PIA Letter of Confirmation is written by the Sp respect to the Project confirming that the Sponsor has undertaken the internal assessments and revenues are necessary to ensure the accuracy of the PIA		oject confirming that the Sponsor has: cen the internal assessments and reviews	
	onsibility & Title: 'K Project Director (or	designate)		
Acce	ptance Criteria		Review and Sign-off	

	Delivery of documentation that meets the description of content outlined above.	Sponsor:  Project Team
•	Validation of completeness and accuracy	1.0000 1,5444
•	Sign-off by responsible parties	Infoway:  Scnior Regional Account Director,

### Western Region

•	Senior Director, ACCESS Services &
	Solutions

11)	Milestone	Description		
3	HHM Expansion	This milestone confirms the HHM expansion is Live and in use by		
	Go-Live & First Use	providers with an enrolled a patient.		
1	- Submission of			
	confirmation letter		Confirmation is written by the Sponsor with	
	of Privacy Impact		ect confirming that the Sponsor has:	
	Assessment (PIA)		n the internal assessments and reviews	
	Desired Describe	necessary	to ensure the accuracy of the PIA	
	Project Reporting			
	- Monthly reporting of solution	<ul> <li>Monthly r</li> </ul>	eports to reflect the 300 eVisit licenses used	
1	utilization (ID 3)			
	dunzation (ID 3)			
	onsibility & Title:			
	/K Project Director (or c	lesignate)		
	ptance Criteria		Review and Sign-off	
	Delivery of documentation			
4	lescription of content ou	tlined above.	Sponsor:	
• 1	Validation of completene	ss and accuracy	Project Team	
1	•		Information 1	
• S	Sign-off by responsible p	arties	Infoway:	
1			Senior Regional Account Director,  Natural Parising	
			Western Region	
1			Senior Director, ACCESS Services &	
			Solutions	
			Solutions	