

EMR GLOSSARY

EMR Certification Program

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1. INTRODUCTION

The purpose of this document is to define a common set of terms and definitions referenced by the OntarioMD EMR Certification Program, as it pertains to the EMR Vendor Certification Agreement, EMR Specifications and other related agreements and artifacts.

2. TERMS AND DEFINITIONS

TERM	DEFINITION
Applicable Laws (or, “applicable laws”)	The obligations and guidelines under PHIPA, PIPEDA, the <i>Medicine Act</i> (Ontario), the <i>Regulated Health Professions Act</i> (Ontario) and the College of Physicians and Surgeons of Ontario policies and Clinical Practice Guidelines – including, without limitation, the CPSO Medical Records Policy, all as modified from time to time. For greater clarity, compliance with Applicable Laws, within the meaning of the EMR Vendor Certification Agreement, means compliance with all applicable laws and regulations, obligations, conditions attached to certificates and permits, court orders and judgments, orders and judgments of any tribunal, rules and principles of common law, conditions applicable to insurance coverage, adherence to applicable standards and orders, judgments, findings or guidance of the Information and Privacy Commissioner of Ontario.
Core Data Set (or, “CDS”; “core data set”)	A sub-set of Data common to all EMR offerings with Certificates and other evidences of conformance as set out in the Ontario EMR Specifications, which Data may be used for referencing and extracting Data for Data Migrations and EMR Migrations or for exchanging Data with Provincial EHR Solutions and Services and other health information systems.
Data	All information collected, used, disclosed or otherwise inputted or processed through the use of an EMR offering including: (a) Personal Information and Personal Health Information; (b) data connected with a User's medical practice, including billing information, address books, scheduling materials, rosters, alerts, custom reports, macros and forms; (c) EMR system data, including User accounts, patterns of usage whether anonymized or not, audit and system logs and code tables; and (d) any information derived from Data or otherwise created using the Data, including through the process of de-identifying or anonymizing Personal Information or Personal Health Information, and metadata.

Data Field Mapping (or, “ data field mapping ”)	Vendor's description of physical data fields used in the exchange of Data and includes Mapping of Core Data Set fields to the Vendor’s physical data fields used in the exchange of Data.
Data Migration (or, “ data migration ”)	The bulk transfer of Data between instances of the same EMR offering or from one EMR offering to another EMR offering.
EMR offering (or, “ EMR Offering ”; “ offering ”)	A specific single version of EMR product and the services related to the provision and support of that particular product including development, delivery, maintenance, administration, facilities, operation and support, and services including Tier 1 and Tier 2 support and interfaces to Provincial EHR Solutions and Services and laboratories. An EMR offering may also include hardware, third party software, peripherals and communications equipment and may be either a Hosted EMR or a Local EMR.
EMR Migration (or, “ EMR migration ”; “ migration ”)	The end-to-end process through which a physician or physician medical practice transitions from one EMR offering to another EMR offering; which process may include Data Migration as one of the stages.
EMR Specifications (or, “ EMR specifications ”; the “ specifications ”)	The Ontario EMR Specifications published by OntarioMD, including on the OntarioMD website.
Hosted EMR (or, “ hosted EMR ”; “ Hosted Offering ”; “ hosted offering ”; “ Hosted offering ”; “ hosted Offering ”)	An EMR application and Data hosted in a centralized location, made available over a wide-area network (e.g., via the Internet), through business and technical services provided by the EMR Vendor, which generally meets the criteria detailed under the EMR Hosting Specification and published on the OntarioMD website, pursuant to section 6.4(b) of the EMR Vendor Certification Agreement.

<p>Licensed Technology (or, “licensed technology”) – which includes Vendor's EMR offerings</p>	<p>All materials, technology and data schema owned, controlled or otherwise provided by Vendor, including Validation Record, the Database Field Mapping deposited by Vendor with OntarioMD and Vendor's enhanced training environments used by Subscribers and Users to test features or functionality of EMR offerings, Provincial EHR Solutions and Services and OntarioMD Products and Services using simulated medical and/or practice data, and includes any Third Party Technology, to which OntarioMD reasonably requires access both during the term of the EMR Vendor Certification Agreement and thereafter to: (a) perform the OntarioMD Activities related to each EMR offering and to assess, anytime and from time to time, the extent to which each such EMR offering meets or exceeds the EMR Specifications; (b) confirm the compliance of Vendor and its EMR offering with the EMR Vendor Certification Agreement; (c) familiarize itself with Vendor's EMR offerings so that OntarioMD can respond to concerns and questions about the EMR offerings; (d) avail itself of its other rights, and, to carry out its duties, as set out in the EMR Vendor Certification Agreement or at law or pursuant to any relevant contract; and (e) carry out any ongoing legal obligations of OntarioMD.</p>
<p>Local EMR (or, “local EMR”; “Local Offering”; “local offering”; “Local offering”; “local Offering”)</p>	<p>An EMR deployed on a computer system that physically resides within a practice.</p>
<p>OntarioMD Activities (or, “OntarioMD activities”)</p>	<p>The activities of OntarioMD described in the EMR Vendor Certification Agreement and on the OntarioMD website.</p>
<p>Subscriber (or, “subscriber”)</p>	<p>The healthcare provider or medical practice (in any form including a partnership, association, affiliation, clinic, corporation, and medical professional corporation) or the representative of any medical practice that is a signatory to a Subscriber Agreement.</p>
<p>Third Party Technology (or, “third party technology”)</p>	<p>such third-party information, materials and technology, and the IP Rights therein, as are routinely used by Vendor, as of right, and to which OntarioMD reasonably requires access in order to perform the OntarioMD Activities and avail itself of its rights under the EMR Vendor Certification Agreement.</p>
<p>User (or, “user”)</p>	<p>A person authorized by a Subscriber as a user of an EMR offering including the Subscriber, physicians, nurses, other healthcare providers, temporary and transient users (e.g. locums, residents, students) and office and support staff.</p>

<p>Validation (or, “validation”) – which is part of the OntarioMD Activities</p>	<p>The process carried out by OntarioMD with the cooperation of Vendor, using the OntarioMD Methodology to: (a) determine, for each version of Vendor's EMR offering and the services related to that particular version, if the EMR offering meets or exceeds the requirements in the applicable EMR Specification(s); (b) determine if Vendor and its EMR offering are in compliance with other requirements of the Validation process and the EMR Vendor Certification Agreement; (c) identify future and/or ongoing functional, non-functional and interoperability requirements for an EMR offering that OntarioMD determines, after completion of a Validation process, must be implemented by Vendor for such EMR offering; (d) identify amendments to requirements in the EMR Specification(s), conditions and additional Covenants, Representations and Warranties that OntarioMD determines, after completion of a Validation process, must be included in Certificates or other evidences of conformance for such EMR offering; and includes any subsequent re-Validation of the EMR offering that must be done to determine such compliance on an ongoing basis and Validate (or, “validate”) has a corresponding meaning.</p>
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