



This document (this “**Schedule**”) is the Service Schedule related to the federation services provided by Ontario Health (a corporation under the *Connecting Care Act, 2019*) to the Client in connection with the Client’s role as a vendor of a Computer Application through which Site End Users can access the EHR (the “**Federation Services for Computer Applications**”). This Schedule is made pursuant to the Services Agreement (the “**Agreement**”) between Ontario Health and the Client identified below (the “**Client**”) dated <effective date of SA: MMMM, dd, yyyy> and is made effective as of <schedule signing date: MMMM, dd, yyyy> (the “**Schedule Effective Date**”). Federation Services for Computer Applications will be provided by Ontario Health upon the Client’s acceptance of the terms and conditions in this Schedule and the written confirmation from Ontario Health that it has received and accepted that signed Schedule.

Full Name of Client

<Insert full client name from CIF>

1. Definitions

Unless otherwise specified in this Schedule, capitalised terms in this Schedule have the same meanings as those assigned to them in the Agreement:

“**Computer Application**” means the software program and systems which are (i) licensed or owned by the Client and (ii) approved by Ontario Health as a computer system operated by the Client that may be accessed and used by Sites to access the EHR.

“**EHR**” means the electronic health record developed and maintained by Ontario Health (as the prescribed organization) in accordance with the requirements of the *Personal Health Information Protection Act, 2004* (“**PHIPA**”); “**Federation**” means the technology infrastructure (comprising applications, systems, registries, databases, files, portal applications and tools) through which different electronic health services, applications, information and resources may be accessed by health care providers through Ontario Health;

“**Specifications**” means the *ONE ID OAuth2/OpenID Specification*, as amended from time to time, a copy of which has been provided to the Client and may be requested from Ontario Health at <https://ehealthontario.on.ca/en/it-professionals/standards>; and

“**Site**” means a health information custodian (as that term is defined in PHIPA that has entered into an agreement with the Client for the use of the Client’s; Computer Application. In order for a Site to access the EHR, a Site must have signed the applicable agreement documents, as determined by Ontario Health.

2. Federation Services for Computer Applications and Plain Language Description

2.1 Federation Services for Computer Applications are those services provided by Ontario Health to the Client for the purpose of relaying and authenticating the electronic requests made by Sites to access the EHR that comply with the Specifications. With respect to each such request, the Client will:

- (a) follow the requirements in the Specifications under the section “–Responsibilities and Testing”; and
- (b) if the Client becomes aware that it is not in compliance with any of the requirements in such Specifications, the Client will provide written notice to Ontario Health as soon as reasonably possible.

2.2 When requesting the Federation Services for Computer Applications, the Client should complete, sign and submit this Schedule to Ontario Health. The provision of Federation Services for Computer Applications is subject to the terms and conditions of the Agreement, including this Schedule. Ontario Health will provide business and technical information to the Client to support the Federation Services for Computer Applications and the Client will bear its own costs with respect to using the Federation Services for Computer Applications and compliance with the terms and conditions of this Schedule.



- 2.3 The Client hereby acknowledges obtaining from Ontario Health the plain language descriptions (“**Plain Language Description for Computer Applications**”) of the Federation Services for Computer Applications and the safeguards implemented by Ontario Health to protect against unauthorised use and disclosure of and to protect the integrity of Personal Information. The current copy of the Plain Language Description for Computer Applications is available from Ontario Health at <https://ehealthontario.on.ca/plain-language>. The Federation Services for Computer Applications will substantially comply with the then current Plain Language Description for Computer Applications as updated or replaced from time to time.
- 2.4 Ontario Health may amend the Plain Language Description for Computer Applications from time to time and will give the Client notice of any change to the Plain Language Description for Computer Applications in accordance with Section 14 of the Agreement and by posting the revised Plain Language Description for Computer Applications on its website at <https://ehealthontario.on.ca/plain-language>.
- 2.5 The Client acknowledges that the provision of Federation Services for Computer Applications does not guarantee Sites’ access to the EHR. The Client is solely responsible for arranging such access with the parties responsible for same and Ontario Health disclaims any responsibility or liability to the Client or any Site for the inability of any Site to obtain access.
3. **General**
- 3.1 The Client will cause its Representatives to comply with the terms and conditions of this Schedule. A breach of this Schedule by any Representative of the Client is a breach by the Client.
- 3.2 Both the Client and Ontario Health agree that in connection with this Schedule they will, and will cause each of their Representatives to, comply with all Applicable Laws.
- 3.3 Both parties agree to provide reasonable assistance to the other party, as requested by the other party in writing, with the other party’s compliance with Applicable Laws, including the PHIPA and the *Freedom of Information and Protection of Privacy Act*.
- 3.4 The Client agrees to provide Ontario Health with such information as Ontario Health may reasonably require in order to perform its responsibilities and to exercise its rights under this Schedule, including any request for a list of Sites.
- 3.5 In addition to any rights under the Agreement, Ontario Health may, upon five business day’s written notice to the Client, and during regular business hours, inspect any records and documents in the possession or under the control of the Client relating to the Client’s responsibilities as provided under this Schedule. Ontario Health may exercise its rights under this section to verify compliance with the terms and conditions of this Schedule and any applicable terms of the Agreement.
- 3.6 The Client acknowledges that the Federation Services for Computer Applications are provided to the Client solely in connection with allowing Sites to access the EHR, and not for any other purpose.
- 3.7 Where the Client delegates any of its responsibilities under this Schedule to a third party, such third party will be considered a Representative of the Client and the Client will enter into agreements with such third party to ensure such third party carries out any delegated responsibilities in accordance with the requirements in this Schedule.
- 3.8 With the exception of the Agreement and any other document attached thereto or referencing this Schedule, this Schedule constitutes the entire agreement between Ontario Health and the Client with respect to the subject matter hereof and supersedes any prior agreements, understandings, negotiations and discussions, whether oral or written, between Ontario Health and the Client. Ontario Health and the Client acknowledge and agree that the execution of this Schedule has not been induced by, and Ontario Health and the Client have not relied upon or regarded as material, any representations or writings whatsoever not incorporated and made a part of this Schedule.



- 3.9 Both parties will provide technical support for the Federation Services for Computer Applications in accordance with the service support model that will be developed by Ontario Health in consultation with the Client.
- 3.10 The Specifications may be amended from time to time by Ontario Health and unless otherwise required pursuant to Applicable Laws, Ontario Health will give the Client written notice of any such amendment by providing notice in accordance with Section 6.1 and may be requested from Ontario Health at <https://ehealthontario.on.ca/en/it-professionals/standards>. Client is responsible for reviewing and retaining a copy of any applicable amended Specifications. Client's continued use of the Federation Services for Computer Applications will constitute Client's acceptance of the terms and conditions in the revised Specifications.

4. Privacy and Security

- 4.1 The Primary Contact for the Client (or delegate) will at the first reasonable opportunity notify the Primary Contact for Ontario Health (either to the Service Desk at 1-866-250-1554 or [servicedesk@ontariohealth.ca](mailto: servicedesk@ontariohealth.ca)): (i) upon the occurrence of any breach of any provision of this Schedule of which it becomes aware of; (ii) upon discovery or reasonable suspicion of a privacy or security incident involving the Federation Services for Computer Applications of which it becomes aware of; or (iii) when a HIC is no longer a Site (by example, when the agreement between the HIC and the Client has been terminated). The Primary Contact for Ontario Health (or delegate) will at the first reasonable opportunity notify the Primary Contact for the Client (as set out in s. 6.1 below): (i) upon the occurrence of any breach of any provision of this Schedule of which it becomes aware of; or (ii) upon discovery or reasonable suspicion of a privacy or security incident involving the Federation Services for Computer Applications of which it becomes aware of. When reporting any such event, the reporting party will provide all of the information that it is reasonably able to provide with respect to such event.

4.2 For the purpose of this Schedule, a privacy or security incident means:

- (a) A privacy incident is any event involving the Federation Services for Computer Applications where:
 - (i) A provision of any applicable privacy laws has been or is about to be contravened;
 - (ii) The privacy provisions of this Schedule have been or are about to be contravened;
 - (iii) Any other circumstances where there is an unauthorized or inappropriate access, collection, use or disclosure, copying, modification, retention or disposal of Personal Information including theft and accidental loss of data.
- (b) A security incident is any information security event involving the Federation Services for Computer Applications that may compromise operations or threaten the security of information, an information system or business process or failure to comply with the Client's security policies or the Agreement including this Schedule.

4.3 Each party will provide reasonable assistance to, and co-operate with, the other party to contain, investigate, verify and resolve any suspected or confirmed privacy or security incident discovered by or reported to the other party in accordance with section 4.1, including co-operation in any public response.

4.4 Upon discovery by, or notification in accordance with section 4.1 to, Ontario Health of a suspected or confirmed incident, Ontario Health may:

- (a) suspend the rights of the Client or its Representatives under this Schedule; and
- (b) suspend the Federation Services for Computer Applications,

until such time as Ontario Health is satisfied, in its sole discretion, that the suspected or confirmed incident has been contained or otherwise resolved.

4.5 Upon the written request of Ontario Health, the Client will provide reasonable assistance to Ontario Health in connection with Ontario Health conducting its own privacy impact assessment of the



Federation Services for Computer Applications. To the extent any such assessment identifies any privacy risks related to the Client's use of the Federation Services for Computer Applications, the Client will work with Ontario Health on risk management strategies.

- 4.6 Where the Client conducts a security threat risk assessment of the processes and related technology that it uses for the Computer Application or to access the Federation Services for Computer Applications, and how the Client meets the requirements in this Schedule related to security, the Client will provide Ontario Health with a summary of such assessment in such form and format as the parties may agree, acting reasonably. To the extent any such assessment identifies any security threat risks related to the Client's use of the Federation Services for Computer Applications, the Client will work with Ontario Health and every impacted Site on risk management strategies.
- 4.7 Where Ontario Health conducts a security threat risk assessment related to the Federation Services for Computer Applications, and to the extent any such assessment identifies any security risks related to the Client's use of the Federation Services for Computer Applications, Ontario Health will provide the Client with a summary of such assessment in such form and format as the parties may agree, acting reasonably and the Client will work with Ontario Health and every impacted Site on risk management strategies.
- 4.8 Before the signing of this Schedule, the Client agrees to complete such assessment as Ontario Health may require to review the Client's compliance with the *Ontario Health EHR Security Policies*. To the extent any such assessment identifies any security threat risks related to the Client's use of the Federation Services for Computer Applications, the Client will work with Ontario Health and any impacted Site on risk management strategies.
- 4.9 In addition to the Specifications, each party will maintain privacy and security procedures, practices and controls in compliance with Applicable Laws and the *Ontario Health EHR Security Policies*.

5. **Term, Termination and Suspension**

- 5.1 This Schedule will commence as of the Schedule Effective Date and continues until terminated in accordance with sections 5.2, 5.3 or 5.4.
- 5.2 Either party may terminate this Schedule upon giving written notice to the other party if, in its opinion, acting reasonably, the other party breaches any representation, warranty, covenant, term or condition of this Schedule and fails to remedy such breach within the time period prescribed in the written notice. For the sake of clarity, Ontario Health will be permitted to immediately terminate this Schedule if Ontario Health deems it appropriate not to provide the Client the opportunity to remedy the breach. In addition, Ontario Health will be permitted to immediately suspend the provision of the Federation Services for Computer Applications if it reasonably believes that there is an emergency or extreme circumstance that would warrant such action including a compromise of the data or systems managed by Ontario Health.
- 5.3 Either party may in its sole discretion, without liability, cost or penalty, and without prejudice to any other rights or remedies under this Schedule, or at law or in equity, terminate this Schedule at any time upon giving at least ninety days prior written notice to the other party
- 5.4 This Schedule terminates automatically without liability, cost or penalty, and without prejudice to any other rights or remedies of Ontario Health under this Schedule or the Agreement or at law or in equity, should the Agreement expire or be terminated for any reason whatsoever.
- 5.5 Both parties agree to create and maintain a secure audit record of all transactions conducted pursuant to this Schedule. Upon the termination of this Schedule, if requested by the other party in writing, each party will transfer to the other party all or a subset of the audit record as appropriate, and the receiving party will retain and, where applicable, use or disclose such information and logs in accordance with the terms of this Schedule and Applicable Laws, and archive or destroy such information in accordance with its applicable policies.



5.6 In the event of any expiration or termination of this Schedule for any reason whatsoever, those provisions of this Schedule that by their nature are meant to survive expiration or termination will survive.

6. Primary Contacts and Notices

6.1 In addition to the notice obligations set out in the Agreement, any notice required by this Schedule will, unless otherwise indicated in this Schedule, be provided to:

(i) Ontario Health, to the attention of its Primary Contact at:

Ontario Health Identity Authority (ONE ID)
777 Bay Street, Suite 701
Toronto, ON, M5G 2C8
Phone (Ontario Health Service Desk): 1-866-250-1554 (advise Service Desk to contact the ONE ID department) ONEIDBusinessSupport@ontariohealth.ca

(ii) the Client, to the attention of the its Primary Contact at:

Name: <Insert>	Title: <Insert>		
Address (number and street name or P.O. box) <Insert>			Suite No.
Building Name (for multi-building sites)	City/Town <Insert>	Province ON	Postal Code <Insert>
Phone Number: <Insert>	Email Address: <Insert>		

(iii) to the Client, to the attention of the Client's Privacy Officer or delegate at:

Name: <Insert>	Title: <Insert>		
Address (number and street name or P.O. box) <Insert>			Suite No.
Building Name (for multi-building sites)	City/Town <Insert>	Province ON	Postal Code <Insert>
Phone Number: <Insert>	Email Address: <Insert>		

6.2 Either party may designate a different address by notice to the other given in accordance with the Agreement.



7. Limitation of Liability

- 7.1 With the exception of any express warranties contained in this Schedule or the Agreement, Ontario Health expressly disclaims any other representations, warranties, or conditions with respect to the Federation Services for Computer Applications or otherwise arising from or relating to this Schedule, whether express or implied, past or present, statutory or otherwise, including without limitation any implied warranties and conditions of merchantable quality or fitness for a particular purpose.
- 7.2 The total cumulative liability of the Client to Ontario Health concerning performance or non-performance under this Schedule will not in the aggregate exceed \$1,000,000. This limitation will apply irrespective of the nature of the cause of action, demand or claim, including breach of contract, negligence, tort or any other legal theory and will survive failure of the essential purpose of the Agreement or of any remedy. The foregoing limitations do not apply to losses, expenses, costs, damages or liabilities that are caused by the fraud or wilful misconduct of Client or any of its Representatives or from any breach by Client or its Representatives of Applicable Laws.

Ontario Health and the Client identified below have entered into a Services Agreement. The terms and conditions that apply to the Federation Services for Computer Applications and related services are set out in the Agreement and this Schedule.

By signing below, the Client is requesting the Federation Services for Computer Applications and acknowledging that the provision of such services by Ontario Health and the Client's use of such services will be in accordance with the terms and conditions of this Schedule and the Agreement.

SAMPLE

This document (this “**Schedule**”) is the Service Schedule related to public key infrastructure services (the “PKI Services”) provided by Ontario Health (successor in interest to eHealth Ontario pursuant to *The Connecting Care Act, 2019*) and made pursuant to the Services Agreement (the “**Agreement**”) between Ontario Health and Client (“**Client**”) dated **<effective date of SA: MMMM, dd, yyyy>** and is made effective as of **<schedule signing date: MMMM, dd, yyyy>** (the “**Effective Date**”). PKI Services will be provided by Ontario Health upon Client’s acceptance of the terms and conditions in this Schedule and the written confirmation from Ontario Health that it has received and accepted that signed Schedule.

Full Name of Client

<Insert full client name from CIF>

1. Definitions

Unless otherwise specified in the body of this Schedule, capitalised terms in this Schedule have the same meanings as those assigned to them in the Agreement:

“**Certificate**” means a credential that is issued to a Computer Application by the CA to allow the authentication of that Computer Application in connection with Ontario Health Services.

“**CA**” means the Certificate authority for Ontario Health, which is the individual or group of individuals designated by Ontario Health as responsible for the registration, service enrolment, and Certificate management services provided by Ontario Health to its clients.

“**Certification Policy Manual**” means the document published and designated by Ontario Health as the Certification Policy Manual, as amended from time to time. A copy of the Certification Policy Manual is available at www.ehealthontario.on.ca or upon request from Ontario Health.

“**Certificate Revocation List**” means the list of revoked Certificates that is issued by the CA. A Certificate is added to the list if it is revoked and then removed from the list when it reaches the end of the Certificate’s validity period.

“**Computer Application**” means any software program which is (i) licensed or owned by Client and (ii) operated by Client to further any of its legitimate business interests related to the provision of services related to healthcare, including the generation and reception of communications and transactions.

“**ONE ID**” is the identity and access management Services of Ontario Health that enables End Users to access the other Services offered by or through Ontario Health.

“**Private Key**” means the secret (private) key that corresponds to the public key in a Certificate.

2. Provision of PKI Services and Plain Language Description

2.1 When requesting the PKI Services, Client should complete, sign and submit this Schedule. The provision of PKI Services to Client is subject to the terms and conditions of the Agreement including this Schedule.

2.2 Ontario Health may, in its sole discretion, modify or upgrade the PKI Service from time to time.

2.3 Client hereby acknowledges obtaining from Ontario Health the plain language descriptions of the PKI Services, including the safeguards implemented by Ontario Health to protect against unauthorised use and disclosure of and to protect the integrity of personal health information. The current copy of the plain language description is available at: www.ehealthontario.on.ca/privacy. Ontario Health may amend the plain language description from time-to-time by posting a notice at: www.ehealthontario.on.ca, and Client is responsible for reviewing and retaining a copy of any amended plain language description. The Client’s continued use of the Services constitutes acceptance of any amended plain language description. For a period of 10 business days following any date on which Ontario Health issues a notice of any amendment, if that amendment is unacceptable to Client, Client may terminate this Schedule upon 30 days written notice to Ontario Health.

3. Services

- 3.1 **Certification Policy Manual.** The issuance and use of Certificates is governed by the Certification Policy Manual and the terms and conditions of this Schedule and the Agreement. In the event of an inconsistency between this Schedule and the Certification Policy Manual, the terms of the Certification Policy Manual will prevail to the extent of the inconsistency.
- 3.2 **Request.** Client, through its Authorized Representative or their delegate, will submit a request for a Certificate to the CA directly. The information that the CA requires in order to evaluate a request for a Certificate (including a Certificate issued for testing purposes) is set out in the Certification Policy Manual, and Client agrees to include such information in any request for a Certificate. To the extent that such information is considered to be Personal Information, Client is responsible for obtaining the necessary consents to the collection, use and disclosure of such information. Should Client become aware of any change to such information, Client will give written notice of that change to Ontario Health promptly and, in any event, within forty-eight (48) hours of becoming aware.
- 3.3 **Issuance.** The CA will evaluate each request for a Certificate submitted by Client for compliance with the Certification Policy Manual, this Schedule, and the Agreement. The determination of compliance and the issuance of a Certificate are at the sole discretion of the CA and the CA retains the right to refuse to issue a Certificate to any Computer Application. Should the CA refuse to issue a Certificate to a Computer Application for any reason, the CA will give Client written notice of its refusal, including notification of the reason for such refusal.
- 3.4 **Protection of Private Keys.** Client agrees to keep, and to ensure its Representatives issued a Certificate agree to keep, all Private Keys confidential and to take reasonable and secure steps to prevent any loss, disclosure, or unauthorised use or compromise of Private Keys, including requiring such Representatives to notify it of any suspected or actual loss, inappropriate disclosure, or compromise of any Certificates, including the associated Private Keys. Client agrees to install technical and administrative controls over the use of Certificates and their associated Private Keys. Client agrees to immediately advise Ontario Health of any suspected or actual loss, inappropriate disclosure, or compromise of any Certificates and their associated Private Keys that it becomes aware of.
- 3.5 **Computer Application.** For each Certificate issued to a Computer Application, Client will designate one of its Representatives who will act as the contact for that Certificate. The Computer Application and the designated Representative of Client must be registered as an End User under the ONE ID Services. Client may replace any such individual Representative by giving prompt written notice of the replacement to Ontario Health which notice will include the replacement's contact information. Any such replacement must also be registered as an End User.
- 3.6 **Certificate Issued for Testing Purposes.** Client will ensure that any Certificate issued for testing purposes will be used by Client and any Representative solely for: (i) testing interoperability between an application or system being developed by or for Client and the PKI Service; or (ii) only in a development and testing environment.
- 3.7 **Exporting/Copying Certificates.** Client agrees that any exporting or copying of the Certificates will only be within the infrastructure controlled by Client and on an as needed basis to meet technical requirements for any service for which the Certificate was issued.
- 3.8 **Root Certificate.** Ontario Health may issue Client a copy of the root Certificate containing the public key. Client will keep such copy of the root Certificate confidential and take reasonable and secure measures to prevent any loss, disclosure, unauthorised use, or compromise of such copy. Client will install technical and administrative controls over the use of the copy of the root Certificate. Client agrees to immediately advise Ontario Health of the suspected or actual loss, inappropriate disclosure, or compromise of the copy of the root Certificate.
- 3.9 **Certificate Revocation List.** Prior to using a Certificate, Client will check the Certificate Revocation List to verify that a Certificate issued by the CA to any of its Representatives, as well as the associated digital signature, have not been revoked.

- 3.10 **Revocation.** Notwithstanding anything to the contrary in the Agreement or this Schedule, should any of the following events occur, Ontario Health may, in its sole discretion but acting reasonably, immediately revoke any Certificate without prior written notice to Client and without an opportunity for Client to cure:
- (i) the compromise or suspected compromise of any Certificate;
 - (ii) the compromise or suspected compromise of any authentication credential associated with the Certificate;
 - (iii) the individual who has been designated by Client as the Representative for a Certificate ceases to be an End User and is not replaced in accordance with section 3.5;
 - (iv) any violation of the Certification Policy Manual; and
 - (v) any breach of this Schedule or the Agreement.

If Ontario Health does not give Client prior written notice of any such revocation, Ontario Health will give Client written notice of the revocation promptly after it occurs. Ontario Health will also revoke any Certificate issued to a Computer Application upon the written request of Client.

4. Term and Termination

- 4.1 **Term.** This Schedule will be effective as of the Effective Date and will continue unless terminated in accordance with sections 4.2 or 4.3.
- 4.2 **Termination for Convenience.** Either party may in its sole discretion, without liability, cost or penalty, and without prejudice to any other rights or remedies under this Schedule or at law or in equity, terminate this Schedule at any time upon giving at least ninety (90) days written notice to the other party.
- 4.3 **Termination of Agreement.** This Schedule terminates automatically without liability, cost or penalty, and without prejudice to any other rights or remedies of Ontario Health under this Schedule or the Agreement or at law or in equity, should the Agreement expire or be terminated for any reason whatsoever.
- 4.4 **Effect of Termination.** Client acknowledges that upon termination of this Schedule, all Certificates will be revoked.
- 4.5 **Survival.** In the event of any expiration or termination of this Schedule for any reason whatsoever, sections 4.4, 4.5, 5 and 6 will survive.

5. Disclaimer

Ontario Health disclaims:

- (i) any representations, warranties or conditions with respect to or arising out of the PKI Services including those related to the accuracy, authenticity, reliability, completeness, currency, merchantable quality, or fitness for a particular purpose or any information contained in Certificates or otherwise compiled, published, or disseminated by or on behalf of the CA;
- (ii) any representations, warranties or conditions related to the security provided by any cryptographic process implemented by the CA;
- (iii) liability for any information contained in a Certificate;
- (iv) any representations, warranties or conditions for non-repudiation of any message; and
- (v) liability for any software or applications.

Further, Ontario Health assumes no liability for use of any credentials issued by any other authority, or for use of Certificates (issued by Ontario Health) used in domains under the control of any other person (whether an individual or entity).

6. Limitations of Liability

Except as otherwise expressly set forth in this Schedule, in no event will either party be liable for indirect, special, consequential, incidental, punitive or exemplary losses, damage or expenses or for loss of data, lost revenue or lost profit, even if it has been advised of their possible existence, or even if same were reasonably foreseeable. The limit of a party's liability to the other party concerning performance or non-performance or in any manner related to this Schedule or the Agreement, for any and all claims will not in the aggregate exceed the amount set out in section 2.2.3 of the Certification Policy Manual. This limitation will apply irrespective of the nature of the cause of action, demand or claim, including breach of contract, negligence, tort or any other legal theory.

7. Entire Agreement

With the exception of the Agreement and any other document attached thereto (which this Schedule is subject to), this Schedule constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties. The parties acknowledge and agree that the execution of this Schedule has not been induced by, nor have either of the parties relied upon or regard as material, any representations or writings whatsoever not incorporated and made a part of this Schedule.

Ontario Health and Client confirm that they have entered into a Services Agreement, the terms and conditions which apply to this Schedule.

By signing below, Client is requesting the PKI Services and acknowledging that the provision of such services and Clients' use of such services will be in accordance with the terms and conditions of this Schedule and the Agreement.

This **Services Agreement** (this “**Agreement**”) is made effective as of **<effective date: MMMM, dd, yyyy>** (the “**Effective Date**”). It sets out certain terms and conditions that apply to the services that Ontario Health, a corporation under *The Connecting Care Act, 2019*, provides to Client. The references to the “**Client**” in this Agreement are references to the client identified below who has agreed to be bound by this Agreement.

Client Information			
Full Name of Client <Insert full client name from CIF>			
Building Address (<i>number and street name</i>) <Insert>			Suite No. []
Building Name (<i>for multi-building sites</i>) []	City/Town <Insert>	Province ON	Postal Code
Name of Authorized Representative <Insert>	Title of Authorized Representative <Insert>		
Phone Number of Authorized Representative <Insert>	Email Address of Authorized Representative <Insert>		

1. Definitions

This Agreement includes any Service Schedule accepted by Client and any documents incorporated by reference to this Agreement, as amended from time to time. Unless defined elsewhere, capitalised words have the following meanings:

“**Acceptable Use Policy**” means the acceptable use policy of Ontario Health, as amended from time to time, and available at www.ehealthontario.on.ca;

“**Applicable Laws**” means, with respect to any person, property, transaction, event or other matter, any laws, rules, statutes, regulations, orders, judgments, decrees, treaties or other requirements having the force of law applicable in the Province of Ontario and relating to or applicable to such person, property, transaction, event or other matter;

“**Authorized Representative**” means the primary contact of a party with respect to any matters relating to this Agreement appointed by that party;

“**Confidential Information**” means any and all information and materials, which: (i) are designated in writing, as confidential at the time of disclosure, or (ii) if disclosed orally or visually, are designated as confidential at the time of disclosure, or (iii) a reasonable person, having regard to the circumstances and the information, would regard as confidential;

“**End User**” means any Representative of Client who accesses or uses the Services;

“**Personal Information**” means all recorded information that is about an identifiable individual or is defined as or deemed to be personal information pursuant to any Applicable Laws related to privacy or data protection, including personal health information (as that term is defined in the *Personal Health Information Protection Act, 2004*);

“**Primary Contact**” means a Representative of a party who will be appointed for each instance of any Service the primary contact for the other party with respect to all matters relating to that instance of the Services;

“**Privacy Representative**” means the Representative of a party responsible for privacy;

"Representatives" means, in the case of Ontario Health or Client, any directors, officers, employees, agents, consultants or subcontractors (including service providers) to Ontario Health or Client, as the case may be, as well as the directors, officers, employees or agents of any subcontractor, of each such party;

"Services" means the various information management and technology services provided to Client by Ontario Health and used by Client pursuant to this Agreement and in accordance with the terms and conditions of this Agreement; and

"Service Schedule" means the individual service schedule between Ontario Health and Client governing the provision of specific information management and technology services to Client by Ontario Health, which will be incorporated by reference to this Agreement. Each Service Schedule consists of: (i) a description of the applicable Services; (ii) the service level commitments which Ontario Health makes with respect to those Services, if any; and (iii) any additional terms and conditions which govern the provision of those Services.

2. Service Request by Client

Client may order Services from Ontario Health by completing the applicable Service Schedule and submitting it to Ontario Health.

3. Provision of Services

3.1 The Services are provided in accordance with the terms and conditions of this Agreement and the applicable Service Schedule.

3.2 Ontario Health warrants that the Services will be performed in a good and workmanlike manner in accordance with standards and practices reasonably applicable to services of a similar nature and that any Services provided pursuant to this Agreement will substantially comply with the applicable plain language description and any further specifications set out in the applicable Service Schedule.

3.3 To the extent that any service level metrics apply to any of the Services, such service level metrics will be set out in the applicable Service Schedule and Ontario Health will provide those Services substantially in accordance with those service level metrics.

3.4 By engaging Ontario Health to provide any of the Services, Client agrees to perform any tasks attributed to it in the applicable Service Schedule, and Client agrees that Ontario Health will not be liable for any failure by Ontario Health to provide those Services to the extent caused in whole or in part by any failure of Client to do so or to fulfil its obligations elsewhere in this Agreement and Ontario Health agrees that Client will not be liable for any failure by Client to fulfil its obligations to the extent that such failure is caused in whole or in part by any failure of Ontario Health to fulfil its obligations elsewhere in this Agreement.

3.5 Any services not expressly set out in any Service Schedule but that are related to the Services that are requested by Client and that Ontario Health in its sole discretion may provide are deemed to be Services provided pursuant to the terms and conditions of this Agreement.

3.6 Each Service Schedule will contain a plain language description of the Services provided under it and a plain language description of the safeguards implemented by Ontario Health to protect against the unauthorized use and disclosure of, and to protect the integrity of, Personal Information.

4. Representatives and End Users

Client is responsible for causing its Representatives and End Users to comply with the terms and conditions of this Agreement, and a breach of this Agreement by a Client Representative or an End User is a breach of this Agreement by Client. Ontario Health is responsible for causing its Representatives to comply with the terms and conditions of this Agreement, and a breach of this Agreement by any such Representative is a breach of this Agreement by Ontario Health. Client will ensure that only its End Users will access or use the Services on its behalf.

5. Contacts

5.1 Ontario Health and Client will each appoint an Authorized Representative. A party may change its Authorized Representative by giving the other party written notice setting out the name and contact information for the new Authorized Representative. An Authorized Representative may delegate his or her responsibility by giving the other party written notice setting out the name and contact information

of the individual to whom responsibility is being delegated. An Authorized Representative may delegate his or her responsibility with respect to privacy matters only to a Privacy Representative by giving the other party written notice setting out the name and contact information of the individual to whom responsibility is delegated.

- 5.2 Additionally, each party will appoint a Primary Contact. Either party may change any one of its Primary Contacts by giving the other party written notice setting out the name and contact information for the new Primary Contact.
- 5.3 A party's Authorized Representative may also be the Primary Contact for the party for one or more instances of any of the Services.
- 5.4 Unless otherwise set out in a Service Schedule, any material concern regarding either party's compliance with this Agreement (including any concern regarding whether Ontario Health is providing any of the Services substantially in compliance with any service level metrics set out in the applicable Service Schedule) will be addressed by Ontario Health and Client in the following manner:
- (i) The applicable Primary Contacts will review the concern and attempt to agree upon how (if at all) to respond to the concern. If the Primary Contacts cannot agree on how (if at all) to respond to the concern, the concern will be escalated to the Authorized Representatives of each party for resolution.
 - (ii) The Authorized Representatives of both parties will review the concern and attempt to agree upon how (if at all) to respond to the concern. If the Authorized Representatives cannot agree on how (if at all) to respond to the concern, the concern will be escalated to the Representatives of each party to whom the Authorized Representatives report for resolution.

Each party will provide open and timely disclosure of relevant facts, information and documents to the other party in order to facilitate the foregoing.

6. Policies

- 6.1 Client agrees to use, and to require its End Users to use the Services in accordance with the Acceptable Use Policy.
- 6.2 In order to receive certain Services, Client may be required to agree to abide by certain Ontario Health policies in addition to the Acceptable Use Policy. If Client is required to agree to abide by any additional policy (for example, a privacy policy or a security policy), that policy will be identified in the applicable Service Schedule, and Ontario Health will appropriately identify and make that policy available to Client at www.ehealthontario.on.ca and provide it to Client with the applicable Service Schedule. Any amendment of any such policy (other than the Acceptable Use Policy) will be in accordance with the terms and conditions of the applicable Service Schedule.
- 6.3 Ontario Health may amend the Acceptable Use Policy from time-to-time, and will notify Client of any such revision by email in accordance with section 14 and by posting the revision on the Ontario health website at www.ehealthontario.on.ca. Client is responsible for reviewing and retaining a copy of any amended Acceptable Use Policy. The Client's continued use of the Services constitutes acceptance of any amended Acceptable Use Policy. Notwithstanding anything to the contrary in this Agreement, for a period of 10 business days following the date on which a notice of any amendment is deemed to have been received, if that amendment is unacceptable to Client, Client may terminate this Agreement upon 30 days written notice to Ontario Health.
- 6.4 Unless otherwise expressly set out in the applicable Service Schedule, any violation of Ontario Health policies or any Applicable Laws by Client (or by any End User) is a material breach of this Agreement by Client and Ontario Health may, in its sole discretion, restrict or suspend the Services, upon written notice, without an opportunity to cure notwithstanding section 11. When exercising its rights under this section, Ontario Health will act reasonably and respond in a manner proportional to the severity of the violation (for example, suspending Services to an End User when that End User has breached the Acceptable Use Policy rather than suspending all Services).

7. Security

- 7.1 Ontario Health will put in place, or cause its suppliers to put in place, reasonable security measures to secure its data centre facilities and any other facilities where Client data is stored from unauthorized entry including access controls and maintaining logs of all personnel who enter.
- 7.2 Ontario Health will ensure that its Representatives who are permitted access to its data centre facilities or any other facilities where Client data is stored have undergone and passed a criminal background check and have signed a non-disclosure agreement.
- 7.3 Ontario Health will design, implement, and manage the technology infrastructure used to provide the Services in a manner consistent with good information security practices and Applicable Laws.

8. Confidential Information, Privacy and Personal Information

- 8.1 Unless it is also Personal Information, the Confidential Information of a party does not include information which:
- (i) is or at any time becomes part of the public domain other than by a breach of this Agreement by a receiving party;
 - (ii) at the time when it is disclosed or access is granted to the other party, is known to the receiving party (as substantiated by cogent and reliable written evidence in that party's possession) free of any restrictions;
 - (iii) is independently developed by the receiving party without access to the disclosing party's Confidential Information; and
 - (iv) is disclosed without any restrictions to another party by a third party who had a right to make such disclosure.
- 8.2 Both parties recognize that the protection of Confidential Information by the receiving party is of vital importance. As between the parties, the disclosing party is the owner of that Confidential Information. Except to the extent set out in this Agreement, no interest, license or other right in or to Confidential Information is granted to the receiving party and all information provided by a party is provided on an "as is" basis, without any warranty, representation or condition of any kind.
- 8.3 With respect to a disclosing party's Confidential Information, the receiving party will:
- (i) use that Confidential Information only in accordance with this Agreement and only for the purpose of fulfilling its obligations and exercising its rights under this Agreement and any applicable Service Schedules, and will not use, manipulate or exploit that Confidential Information for any other purpose;
 - (ii) use the same degree of care it uses to protect its own Confidential Information of a like nature and in any event, use a standard no less than a reasonable degree of care;
 - (iii) permit access to or disclosure of that Confidential Information only to its Representatives who have a need to know and are bound by a written contract to keep the Confidential Information of third parties confidential, at least to the same extent as set forth in this Agreement; and
 - (v) notify the disclosing party as soon as possible upon becoming aware of any unauthorized access to, use, or disclosure of that Confidential Information.
- 8.4 Unless otherwise set out in a Service Schedule, upon the termination of this Agreement or if a party so requests (provided that the request would not result in the other party being unable to perform its obligations or exercise its rights under this Agreement), the other party will:
- (i) return all Confidential Information disclosed to it by the party and all copies thereof, regardless of form;
 - (ii) securely destroy any such Confidential Information that cannot be returned; and
 - (iii) furnish, as soon as reasonably practicable, a certificate signed by one of its executives attesting to such return or destruction.

Notwithstanding the foregoing, each party may retain any back-up tapes or disks produced in conjunction with the Services until such time as they are scheduled to be destroyed in accordance with that party's policies and procedures with respect to the retention of back-ups; and either party may retain any Confidential Information of the other party that it is required to retain pursuant to Applicable Laws for so long as it is required to do so.

- 8.5 Neither party will be liable for disclosing the other party's Confidential Information if required by Applicable Laws: provided that the party disclosing the Confidential Information, to the extent permitted by law, notifies the other party of any such requirement as soon as legally permissible, so that the other party may seek a protective order or other relief.
- 8.6 When the Services are used by Client to manage Personal Information, Ontario Health will provide all assistance that Client reasonably requests in regard to any concerns or complaints expressed by any person that relate to the management of that person's Personal Information.
- 8.7 Each party agrees that the unauthorized access, use or disclosure of the other party's Confidential Information may cause irreparable injury to the other party, and the other party is entitled to seek injunctive and other equitable relief, as a matter of right.
- 8.8 Client will at the first reasonable opportunity report to the Ontario Health service desk, at 1-866-250-1554 or OH-DS_servicedesk@ontariohealth.ca, all security or privacy incidents of which it becomes aware involving the Services. Ontario Health will at the first reasonable opportunity report to Client all security or privacy incidents of which it becomes aware involving the Services. When reporting any such incident, the reporting party will provide all information that it is reasonably able to provide with respect to the incident. Further, the reporting party will provide reasonable assistance and co-operation to the other party to investigate, verify and resolve the incident, including co-operation in any public response.
- 8.9 Client's name, address and the Services provided to Client by Ontario Health are not considered Confidential Information and Client agrees that Ontario Health may list this information on one or more public websites, and in other publicly available paper or electronic publications.

9. Intellectual Property

Subject to any rights or licenses as are expressly set out in this Agreement, no intellectual property rights are transferred by either party to the other party under this Agreement. Neither party will remove any confidentiality, copyright or other proprietary rights notices from any materials provided to it by the other party. Client acknowledges that Client has no right, title or interest in or to any IP addresses assigned to Client by Ontario Health or its Representatives in connection with any Services. If a fixed IP address is assigned to Client, Ontario Health or its Representatives may change any such address upon notice to Client.

10. Pricing, Payment and Cost Allocation

- 10.1 Unless otherwise expressly set out in a Service Schedule, Ontario Health will bear the cost of delivering the Services.
- 10.2 Client will bear the cost and responsibility of engaging and using the Services, including acquiring, installing and maintaining any equipment and telecommunications facilities required by Client to obtain the Services and interconnect with the technology infrastructure operated by Ontario Health.

11. Term and Termination

- 11.1 This Agreement will commence as of the Effective Date and continues until terminated in accordance with the terms and conditions of this Agreement.
- 11.2 Unless otherwise set out in a Service Schedule, either party may terminate this Agreement or any Service Schedule without liability, cost, penalty or prejudice to any other rights or remedies under this Agreement upon giving at least 120 days written notice to the other party.
- 11.3 Unless otherwise set out in the a Service Schedule, in the event of a material breach of this Agreement the non-breaching party may terminate this Agreement or the affected Service Schedule upon written notice to the other party, provided that the non-defaulting party has given the breaching party prior written notice of the breach which describes the nature of the breach and the breaching party has failed to cure the breach within 30 days of the prior written notice.
- 11.4 This Agreement will automatically terminate if either party is wound up in accordance with its enabling regulation or under Applicable Laws.

- 11.5 In the event of the expiration or termination of this Agreement for any reason whatsoever, and where applicable to the Services, if requested by Client, Ontario Health will provide reasonable assistance to Client in connection with Client's transition to another service provider. Ontario Health will provide such assistance for a period not to exceed 120 days from such request.
- 11.6 The provisions of this Agreement, which by their nature extend beyond the expiration or termination of this Agreement, will survive and remain in effect until all obligations are satisfied including sections 4, 5, 6, 7, 8, 9, 11.5, 11.6, 12, 14, and 15.

12. Limitation of Liability

- 12.1 Client acknowledges that the Services may not always be available or error free, and that with the exception of any express warranties contained in this Agreement or any Service Schedule, Ontario Health expressly disclaims any other representations, warranties, or conditions with respect to the Services or otherwise arising from or relating to this Agreement whether express or implied, past or present, statutory or otherwise, including any implied warranties and conditions of merchantable quality or fitness for a particular purpose.
- 12.2 Except as otherwise expressly set forth in this Agreement or in any Service Schedule, in no event will either party be liable to the other party for indirect, special, consequential, incidental, punitive or exemplary losses, damage or expenses or for loss of data, lost revenue or lost profit, even if it has been advised of their possible existence, or even if same were reasonably foreseeable. With respect to any claims arising from or relating to any of the Services, in no event will the total cumulative liability of Ontario Health (including its Representatives) exceed the cap on liability set out in the applicable Service Schedule. With respect to any other claims arising from or relating to this Agreement, in no event will the total cumulative liability of either party (including its Representatives) exceed one thousand dollars (\$1,000.00). This limitation will apply irrespective of the nature of the cause of action, demand or claim, including breach of contract, negligence, tort or any other legal theory and will survive failure of the essential purpose of the Agreement or of any remedy.
- 12.3 The limitations of liability set out in this section 12 do not apply to any claim arising from the fraud or wilful misconduct of a party, or any of their Representatives or from any breach by a party, or any of their Representatives of any of the obligations under sections 7 and 8 or pursuant to Applicable Laws.

13. Insurance

In addition to any insurance requirements set out in a Service Schedule, Client will maintain, for the duration of this Agreement and at its sole cost, insurance against such risks and in such amounts that could reasonably be expected by persons acting prudently and engaged in similar activities as Client. Ontario Health will maintain, for the duration of this Agreement and at its sole cost, insurance against such risks and in such amounts that could reasonably be expected by persons acting prudently and engaged in similar activities as Ontario Health. Such insurance will be with insurance carriers licensed to conduct business in the Province of Ontario and reasonably acceptable to the Government of Ontario's Risk Management and Insurance Services Branch (or such other Government of Ontario entity that that assumes responsibility for risk management and insurance). Neither the minimum amounts of insurance coverage referred to in this Agreement, nor any approval or waiver of any such insurance coverage by either party, will be construed to limit or qualify in any manner the liabilities and obligations imposed on each party pursuant to this Agreement.

14. Notice

Any notice in connection with this Agreement will be sent by email, with a copy sent by mail if the receiving party so requests by return email. Notices will be addressed to the attention of the other party's Authorized Representative at the party's head office, and will be deemed to have been received one (1) business day following transmission by email to the receiving party's information system.

Unless otherwise set out in a Service Schedule or elsewhere in this Agreement, with respect to any notices concerning this Agreement, the Authorized Representative of Ontario Health is:

Attention: Legal Services,
P.O. Box 148,

777 Bay Street, Suite 701
Toronto, Ontario
M5G 2C8
email: OH-DS_GeneralCounsel.CorporateSecretary@ontariohealth.ca

15. General

- 15.1 In connection with this Agreement and any Services, Ontario Health and Client agree to comply with all Applicable Laws.
- 15.2 This Agreement and the provision of any Services will be governed by the laws of the Province of Ontario and the laws of Canada applicable therein, without reference to the conflict of laws provisions. The parties consent to the jurisdiction of the courts of Ontario.
- 15.3 This Agreement, including any applicable Service Schedules, constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes any prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties. Unless otherwise expressly indicated in the applicable Service Schedule, in the event of any inconsistency between the body of this Agreement and any Service Schedule, the body of this Agreement will govern. Unless otherwise expressly indicated, in the event of any inconsistency between two or more Service Schedules, the Service Schedule with the most recent “effective date” will govern.
- 15.4 Except as expressly set out in this Agreement or the applicable Service Schedule, no amendment, supplement, modification or waiver of this Agreement by a party will be binding on the other party unless executed in writing by the party intended to be bound.
- 15.5 Headings are inserted for convenience of reference only and will not affect the construction or interpretation of this Agreement or any Service Schedule. Where the word “including” is used it means “including but not limited to”. Unless the context otherwise requires, words importing the singular include the plural and vice versa, and words importing gender include all genders.
- 15.6 No waiver of any part of this Agreement will be deemed to be a waiver of any other provision. No term of this Agreement will be deemed to be waived by reason of any previous failure to enforce it. No term of this Agreement may be waived except in a writing signed by the party waiving enforcement.
- 15.7 Unless otherwise required under Applicable Law, neither party may assign this Agreement or any right or obligation under this Agreement without receiving the other party’s written consent in advance, which consent will not be unreasonably withheld; provided that, Ontario Health may assign this Agreement and any rights or obligations under this Agreement as directed by the Ministry of Health or the Government of Ontario.
- 15.8 Ontario Health and Client are and will be considered independent contractors. Neither party will represent, in any manner, to any third party that it is an agent, employee, partner, or joint-venturer of the other party.
- 15.9 Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control that could not have been avoided by the exercise of reasonable foresight provided that such party gives the other party prompt notice of such cause, and uses its reasonable commercial efforts to promptly correct such failure or delay in performance. If Ontario Health is unable to provide the Services for a period of 30 consecutive days as a result of a continuing force majeure event, either party may terminate this Agreement or the affected Service Schedule upon written notice to the other party without any further liability or obligation of either party hereunder.
- 15.10 Each party will provide the other party with such information as the other party may reasonably require to perform its responsibilities and/or exercise its rights under this Agreement. Both Parties agree to promptly perform, make, execute, deliver, or cause to be performed, made, executed, or delivered all such further acts and documents as the other party may reasonably require for the purpose of giving effect to this Agreement.

16. Amendment of Service Schedules

Unless otherwise set out in a Service Schedule, Ontario Health may revise its Service Schedules from time to time, in its sole discretion, and Client agrees to abide by any such Service Schedule as amended from time to time. Ontario Health will give Client notice of any such changes to a Service Schedule by providing notice in accordance with Section 14 and by posting the revised Service Schedule on its website at www.ehealthontario.on.ca. Client is responsible for reviewing and retaining a copy of any amended Service Schedule. The Client's continued use of the applicable Services constitutes acceptance of any amended Service Schedule. Notwithstanding anything to the contrary in this Agreement, for a period of 10 business days following any date on which the notice of any amendment is deemed to have been received, if that amendment is unacceptable to Client, Client may terminate the applicable Service Schedule or this Agreement upon 120 days written notice to Ontario Health.

AGREED:

SAMPLE

This document (this “**Schedule**”) is the Service Schedule for Registration and Sponsorship services (“**R&S Services**”) provided by Ontario Health (successor in interest to eHealth Ontario pursuant to *The Connecting Care Act, 2019*) and made pursuant to the Services Agreement (the “**Agreement**”) between Ontario Health and the Client referenced below (“**Client**”) dated **<effective date of SA: MMMM, dd, yyyy>** and is made effective as of **<insert effective date of schedule: MMMM, dd, yyyy>** (the “**Effective Date**”). R&S Services will be provided by Ontario Health following Client’s submission of a signed copy of these terms and conditions and upon the written confirmation of Ontario Health that it has received and accepted that signed Schedule, including the completion of any assessments required by Ontario Health.

Full Name of Client

<Insert full client name from CIF>

1. Definitions

Unless otherwise specified in this Schedule, capitalised terms in this Schedule have the same meanings as those assigned to them in the Agreement:

“**Authorized Representative Delegate form**” means the form used by Client’s Authorized Representative to designate, suspend, revoke or change the responsibilities designated to one or more of Representatives of Client (a copy of which is available at: www.ehealthontario.on.ca/en/support/one-id, and each Representative so designated is an “**Authorized Representative Delegate**” of Client.

“**Computer Application**” means any software program that is: (i) licensed or owned by Client; and (ii) operated by Client to further any of its legitimate business interests related to the provision of health care.

“**IA**” means the identity authority for Ontario Health, which includes any Representatives of Ontario Health who are designated as the individuals responsible for the registration, service enrolment, and authentication services for Ontario Health including the identity and access management services provided to its clients.

“**LRA**” means any Representative of Client that has been nominated by the Authorized Representative of the Client, and appointed by the IA, as the local registration authority for the Client. The LRA is responsible for the performance of tasks associated with Registration, including validating the identity of End Users and Computer Applications, managing the assignment of ONE ID Credentials, enrolling End Users so they may access a Sponsored Service, and managing any issues with End Users and Computer Applications.

“**LRA Procedures Manual**” means the document that includes, among other things, step-by-step procedures for LRAs to: (i) validate the identity of and assign a ONE ID Credential to potential End Users or Computer Applications; (ii) enrol End Users into Sponsored Services; and (iii) support End Users once they are registered and enrolled into Sponsored Services.

“**Local Registration Authority Acknowledgement**” means an agreement that governs how an individual who has been nominated as an LRA will perform his or her duties as an LRA, as amended from time to time and available at: www.ehealthontario.on.ca/en/support/one-id.

“**ONE ID Credential**” means the ONE ID authentication credential, including a user identification, password, token, public key infrastructure certificate (PKI certificate), or any combination of these issued by Ontario Health, including those that are Sponsored by the Client and issued to an End User or to a Computer Application of the Client pursuant to this Schedule. A ONE ID Credential is used to authenticate the identity of a user, including an End User or Computer Application, so that End User or Computer Application may access a Sponsored Service.

“**R&S Services**” means the services described in sections 2, 3 and 4 below.

“**Register**” means to provide a ONE ID Credential, establish a unique electronic identity and establish an Assurance Level for a Representative of Client or Computer Application, as applicable, and “**Registration**” is the process used to register a Representative of Client or a Computer Application, as applicable.

“**Service Owner**” means the person (individual or organization) that provides one or more Sponsored Services for access by one or more End Users or Computer Applications. A Service Owner may be Ontario Health or a third party that owns or operates a Sponsored Service.

“**Sponsored Service**” means any service that End Users or Computer Applications may access, where Ontario Health manages authentication or authorisation, as applicable, and which may be made available pursuant to a separate agreement between the parties, or a third party Service Owner and Client, as applicable, with the Client acting as the “**Sponsor**” of any such Sponsored Service for its Representatives and Computer Applications. Once Registered or enrolled for a Sponsored Service, a Representative of Client becomes an End User of Client for that service.

2. Provision of R&S Services and Plain Language Description

- 2.1. When requesting R&S Services, Client should complete, sign and submit this Schedule to Ontario Health. The provision of R&S Services to Client is subject to the terms and conditions of the Agreement including this Schedule, and the completion of any assessments required by Ontario Health.
- 2.2. In connection with this Schedule, Client must nominate and maintain at least one of its Representatives as an LRA. Any Representative nominated as an LRA must complete and sign a Local Registration Authority Acknowledgement (a copy of which is available at www.ehealthontario.on.ca/en/support/one-id). Client must nominate at least one Representative as an LRA when it requests R&S Services.
- 2.3. Ontario Health may in its sole discretion modify or upgrade the infrastructure that Ontario Health uses to provide its service offerings from time to time, including R&S Services and ONE ID Credentials.
- 2.4. Client hereby acknowledges obtaining from Ontario Health the plain language descriptions of the R&S Services (the “**R&S Plain Language Description**”), which describes the Service and sets out the safeguards implemented by Ontario Health to protect against unauthorised use and disclosure of and to protect the integrity of Personal Information. The current copy of the R&S Plain Language Description is available at the Ontario Health website at: www.ehealthontario.on.ca/en/support/one-id. The R&S Services will substantially comply with the then current R&S Plain Language Description, as such is updated or replaced from time to time.

3. Registration

- 3.1. In connection with this Schedule, the Clients’ Authorized Representative is responsible for overseeing and fulfilling the Clients’ obligations under this Schedule, including implementation and operation of ONE ID access management processes (available at: www.ehealthontario.on.ca/en/support/one-id) and acting as Sponsor for any Sponsored Service on behalf of Client. Client’s Authorized Representative may designate one or more Client Representatives as an Authorized Representative Delegate by providing written notice to the IA using the Authorized Representative Delegate form. For the purposes of this Schedule, the term Client’s Authorized Representative includes any Authorized Representative Delegates of Client. The Client will cause its Authorized Representative to fulfil his or her duties in accordance with the terms and conditions of this Schedule and the Agreement.
- 3.2. In addition to the requirement set out in section 3.1, upon the written request of Ontario Health, Client’s Authorized Representative will nominate, in writing, one or more of its Representatives to be appointed as an LRA. Client acknowledges that any such nomination, including its initial nomination for section 3.1 above, does not guarantee that such Representative will be appointed as an LRA, as the IA has the sole authority to make such a determination. If the IA rejects a nomination, it will notify the Client’s Authorized Representative in writing, setting out its reasons for rejection. LRAs accepted by the IA will assist the IA in executing Registration and performing enrolment functions within the Client’s organization, and Client will cause each accepted LRA to fulfil his or her duties in accordance with the terms and conditions of this Schedule and the Agreement.
- 3.3. Ontario Health is responsible for providing Client with access to the LRA Procedures Manual, the current version of which is available at www.ehealthontario.on.ca/en/support/one-id. Ontario Health or the IA will email a copy of the current version of the LRA Procedures Manual to one or more of the LRAs representing Client upon receipt of a written request from Client setting out the applicable email addresses.
- 3.4. Ontario Health has the right, at any time, to suspend or revoke the appointment of any LRA for any reason and will provide Client with written notice at the time of suspension or revocation. The written notice from Ontario Health will include the reasons for the suspension or revocation.

- 3.5. Client may request that the appointment of an individual appointed as an LRA representing Client be suspended or revoked by providing written notice of same to the IA.
- 3.6. The Client's Authorized Representative may request that the designation of any Client Representative identified as an Authorized Representative Delegate be suspended, revoked or changed by providing written notice to the IA and completing and signing the Authorized Representative Delegate form.
- 3.7. Client acknowledges that upon termination of this Schedule or the Agreement, the appointment of all individuals appointed as LRAs representing Client will be revoked.
- 3.8. Client will cause each appointed LRA to fulfill his or her duties in accordance with the terms and conditions of this Schedule and the Agreement, including the Local Registration Authority Acknowledgement and the LRA Procedures Manual. Client will notify Ontario Health as soon as possible if and when any of its LRAs are changed or leaves the Client.
- 3.9. Upon receiving written confirmation from Ontario Health that it has received and accepted the signed Schedule from Client, Client may begin Registration of its Representatives and Computer Application:
 - (i) When seeking to Register any Representative as an End User, Client will cause that Representative to agree to be bound by the then current Acceptable Use Policy, subject to any amendments made to that policy by Ontario Health from time to time. If an End User will not so agree, the Client's LRA will not Register that Representative, provide that Representative with a ONE ID Credential or enrol him or her in any Sponsored Services. Client will notify Ontario Health immediately if Client becomes aware of any breach or likely breach of the Acceptable Use Policy by any of its End Users.
 - (ii) For any Computer Application that Client seeks to Register, Client will designate one or more Representatives who will act as contacts for Ontario Health. Client may replace any such Representative by giving written notice of the replacement Representative to the IA, which notice includes the replacement Representative's name and contact information.
- 3.10. Without limiting Client's responsibility for the acts and omissions of its Representatives or End Users, the Client remains responsible and liable for any breach of this Schedule by a Computer Application, End User or any other Representative of Client.

4. Sponsorship

- 4.1 Upon receipt of authorization by Ontario Health from a Service Owner, and written confirmation by Ontario Health that the Service Owner has approved Client, Client will be permitted to act as a Sponsor to sponsor and enroll End Users or its Computer Application, as applicable, into the authorized Sponsored Service associated with that Service Owner. Client is solely responsible for arranging access to any Sponsored Service, including arranging the applicable separate agreement and providing such computer applications, systems or other means needed to access a Sponsored Service, and Ontario Health disclaims any responsibility or liability for Client not obtaining such access.
- 4.2 Client's role as Sponsor is subject to the terms and conditions of the Agreement and this Schedule. Client acknowledges and agrees that Ontario Health is neither responsible nor liable for any Sponsored Service provided by a third party Service Owner and that Ontario Health assumes no liability for any diagnostic, treatment, health care decision or any other decision or action taken by any person using any Sponsored Service.
- 4.3 As Sponsor, Client is responsible for:
 - (i) Ensuring that all requirements related to a Sponsored Service are met by its Representatives and Computer Applications, as applicable, including any applicable agreement requirements, prior to enrolling any Representative or Computer Application into that Sponsored Service;
 - (ii) Determining whether or not a Representative who requests the Sponsored Service is eligible to be an End User of the Sponsored Service;
 - (iii) Attesting that its Representatives and Computer Applications have a legitimate business requirement associated with the provisioning of health care related services to be enrolled in the Sponsored Services and that the foregoing meet the eligibility requirements for the Sponsored Services as determined by the applicable Service Owner;

- (iv) Confirming and supplying the information required for enrolment in a Sponsored Service to Ontario Health;
 - (v) Obtaining any necessary consents, and meeting other applicable requirements, under Applicable Laws before collecting, using, or disclosing Personal Information of an End User;
 - (vi) Informing its LRA to revoke access to any Sponsored Service if any End User or Computer Application it Sponsored: (a) no longer has a legitimate business requirement to be enrolled in any of the Sponsored Services, or (b) no longer meets the eligibility requirements for any of the Sponsored Services. The Client's LRA will also inform Ontario Health of the foregoing, so that Ontario Health or the IA may ensure that access to the applicable Sponsored Services has been revoked;
 - (vii) Upon the request of Ontario Health, providing a listing of all End Users and Computer Applications that it Sponsored for any Sponsored Service. Such report will be in the form and format requested by Ontario Health and include such details as may be reasonably required by Ontario Health;
 - (viii) For monitoring the use of any Sponsored Service by its End Users or its Computer Application. Client will notify Ontario Health in writing as soon as reasonably possible upon becoming aware of any breach of the terms and conditions of any Sponsored Service by its End Users or its Computer Application; and
 - (ix) To actively monitor its computer systems, peripherals, terminals, communications equipment and all related hardware and software used in connection with any Sponsored Services, including its Computer Application, by installing commercially available anti-virus and system monitoring software that, among other things, contemporaneously detects the status and findings of anti-virus scans and other monitoring reasonably applicable in health care information technology systems. Client agrees to have in place and maintain such software at all times.
- 4.4 Notwithstanding anything to the contrary in the Agreement, where Client acts as Sponsor, Client agrees that Ontario Health may disclose to the applicable Service Owner the legal name of each End User, their contact information and login ID, their date of enrollment and logs associated with their access to the applicable Sponsored Service.
- 5. Representations**
- 5.1. Client represents and warrants that it has the rights necessary and required under Applicable Laws to disclose the information with respect to any End User, Authorized Representative, Authorized Representative Delegate, LRA or other Representative of Client to Ontario Health in connection with this Schedule and that the information provided is complete and accurate. Should Client become aware of any change to that information, Client will provide written notice of that change to Ontario Health.
- 5.2. Ontario Health represents and warrants that it has the authority and is permitted under Applicable Laws to provide the R&S Services.
- 6. Audit**
- 6.1. Client authorises Ontario Health and its Representatives, upon five (5) days written notice and during business hours, to inspect any records and documents in the possession or under the control of Client relating to the responsibilities of Client as provided under this Schedule including the tasks and activities to be performed by its Authorized Representative, Authorized Representative Delegates or LRAs.
- 6.2. Ontario Health may exercise its rights under section 6.1 to verify compliance with the terms and conditions of this Schedule and any applicable terms of the Agreement, including LRA obligations set out in the Local Registration Authority Acknowledgement.
- 7. Use**
- 7.1. Client acknowledges that the R&S Services are provided to Client solely for the benefit of Client and its Representatives and not for the benefit of any other person. Client will not permit any person other than its Representatives to use the Sponsored Services made available through this Schedule.

8. Limitations of Liability

- 8.1. With respect to any claims arising from or relating to the performance or non-performance by Ontario Health under this Schedule, in no event will the total cumulative liability of Ontario Health (including its Representatives) exceed \$100,000.00. This limitation will apply irrespective of the nature of the cause of action, demand or claim, including breach of contract, negligence, tort or any other legal theory and will survive failure of the essential purpose of this Schedule or of any remedy.
- 8.2. The limit of Client’s liability to Ontario Health concerning performance or non-performance or in any manner related to this Schedule, for any and all claims will not in the aggregate exceed the greater of:
- (i) \$1,000,000.00; or
 - (ii) \$5,000.00 multiplied by the number equal to all of the enrolments of any Registrant in any Sponsored Service initiated or completed by Client or its Representatives; provided that, it will not exceed \$5,000,000.00.

This limitation will apply irrespective of the nature of the cause of action, demand or claim, including breach of contract, negligence, tort or any other legal theory and will survive failure of the essential purpose of this Schedule or of any remedy.

- 8.3. The above limitations do not apply to any claim arising from the fraud or wilful misconduct of a party, a party’s breach of the confidentiality terms of the Agreement or a party’s breach of Applicable Laws.
- 8.4. With the exception of any express warranties contained in this Schedule or in the Agreement, Ontario Health expressly disclaims any representations, warranties, or conditions with respect to or arising from or relating to the Agreement or this Schedule whether express or implied, past or present, statutory or otherwise, including without limitation, any implied warranties and conditions of merchantable quality or fitness for a particular purpose.

9. Contact

- 9.1. The contact information for Ontario Health, for the purposes of this Schedule, is set out below:

Primary Contact

Ontario Health
 Attention: Identity Authority Business Support (IA)
 777 Bay Street, Suite 701
 Toronto, ON, M5G 2C8
 Phone (Service Desk): 1-866-250-1554 (advise Service Desk to contact the ONE ID department)
ONEIDBusinessSupport@ontariohealth.ca

- 9.2. The contact information for Client, for the purpose of this Schedule, is set out below:

Client’s Authorized Representative

Name of Client’s Authorized Representative <Insert>	Title of Client’s Authorized Representative <Insert>
Phone Number of Client’s Authorized Representative <Insert>	Email Address of Client’s Authorized Representative <Insert>
Building Address (number and street name) <Insert>	Suite No. <Insert>

Building Name <i>(for multi-building sites)</i> <Insert>	City/Town <Insert>	Province ON	Postal Code <Insert>
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- 9.3. Where the Client's Authorized Representative designates one or more Client Representatives as Authorized Representative Delegates, Client will provide the applicable contact information for each Authorized Representative Delegate to the Ontario Health Primary Contact identified above.
- 9.4. Unless otherwise set out in this Schedule, any notice or other significant communication to be given pursuant to this Schedule will be provided to the Authorized Representatives identified above, as applicable. Either party may designate a different address or Representative by notice to the other given in accordance with this Schedule.

10. General

- 10.1. For the purposes of section 15.3 of the Agreement, the plain language description, LRA Procedures Manual, Acceptable Use Policy and Local Registration Authority Acknowledgement are incorporated into and form part of this Schedule.
- 10.2. Each party is responsible for causing its Representatives to comply with the terms and conditions of this Schedule, including the Agreement, and a breach by a Representative of a party is a breach by that party.
- 10.3. The provisions of this Schedule, which by their nature extend beyond the expiration or termination of this Schedule, will survive and remain in effect until all obligations are satisfied including without limitation sections 5, 6, 8, 9 and 10.

Ontario Health and Client confirm they have entered into a Services Agreement. The terms and conditions which apply to the R&S Services and related services are set out in the Agreement and this Schedule.

By signing below, Client is requesting the R&S Services and acknowledging that Ontario Health's provision of such services and Client's use of such services will be in accordance with the terms and conditions of this Schedule and the Agreement.