This document (this "**Schedule**") is the Schedule for Services related to the information exchange services ("**HIAL Services**") made pursuant to the eHealth Ontario Services Agreement (the "**Agreement**") between eHealth Ontario and Client ("**Client**") dated <mark><effective date of SA: MMMM, dd, yyyy></mark> and is made effective as of <mark><schedule signing date: MMMM, dd, yyyy></mark> (the "**Effective Date**"). HIAL Services will be provided by eHealth Ontario upon Client's acceptance of the terms and conditions in this Schedule and eHealth Ontario's written confirmation that it has received and accepted that signed Schedule.

Full Name of Client

<mark><Insert full client name from CIF></mark>

1.   Definitions

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

"**Authorization**" means the process by which eHealth Ontario establishes the validity of a transmission, message and its originator in accordance with the Authorization Information;

"**Authorization Information**" means the information provided to eHealth Ontario by organisations who are recipients of HIAL Services messages, indicating which originator organisations have agreed to exchange messages with the recipients' systems through HIAL Services and which originator systems are permitted to do so;

"**HIAL**" means the health information access layer, which is a set of computer applications and systems operated by eHealth Ontario and will be used by originator and recipient organisations authorized to use HIAL Services by eHealth Ontario to exchange electronic messages, including Personal Information between each other's systems;

"**Specifications**" means the set of specifications approved by eHealth Ontario that define how systems connect to and exchange messages with the HIAL Services, a copy which has been provided to Client and may be found on the eHealth Ontario website at www.ehealthontario.on.ca/docs;

2.   HIAL Services and Plain Language Description

2.1   In this Schedule, HIAL Services permit the Client's system to exchange messages with other systems authorized by eHealth Ontario in accordance with the Authorization Information and Specifications, and perform the following functions:

(a)   Where the Client's system originates an electronic message destined for a receiving system, the HIAL Services:

(i)   receives the electronic message from the Client's system,

(ii)   verifies the Client's system and the electronic message in accordance with the applicable Authorization Information and the Specifications; and

(iii)   where verified, logs that message as directed by the receiving organisation and relays the Client's electronic message to the specified receiving system.

(b)   Where the Client's system is to receive an electronic message from another system, the HIAL Services:

(i)   receives the electronic message from an originating system on behalf of Client,

(ii)   verifies the originating system and the electronic message in accordance with the applicable Authorization Information and the Specifications; and

(iii)   where verified, logs that message as directed by Client and relays that electronic message to the Client's system.

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

Schedule. Client will bear its own costs with respect to using the HIAL Services and compliance with the terms and conditions of this Schedule.

2.2   eHealth Ontario will only transfer, use or disclose, as applicable, any Personal Information provided by the system originating an electronic message and related to the HIAL Services to recipient organisations to the extent necessary for the purpose of or in connection with the Authorization Information and the Specifications.

2.3   eHealth Ontario will take all reasonable steps to maintain the accuracy and integrity of the electronic message. eHealth Ontario will notify the originating and receiving organisations as soon as reasonably possible, in accordance with the terms and conditions of this Agreement, if it becomes aware that any such electronic message becomes corrupted or damaged.

2.4   Once received from the originating system, eHealth Ontario will use commercially reasonable efforts to ensure that electronic messages it receives are processed in accordance with the Specifications and the terms and conditions of this Agreement. eHealth Ontario will notify the originating organisation of an electronic message as soon as reasonably possible in accordance with the terms and conditions of this Agreement, if it becomes aware that any such electronic message has been delayed or there is failure to transmit the electronic message to the receiving organisation. Furthermore, eHealth Ontario will notify the originating and receiving organizations as soon as reasonably possible in accordance with the terms and conditions of this Agreement if it becomes aware that the HIAL Services are unavailable.

2.5   Client hereby acknowledges obtaining from eHealth Ontario the plain language descriptions ("HIAL Plain Language Description") of the HIAL Services and the safeguards implemented by eHealth Ontario to protect against unauthorised use and disclosure of and to protect the integrity of Personal Information. The current copy of the HIAL Plain Language Description is available at the eHealth Ontario website at www.ehealthontario.on.ca/docs. The HIAL Services will substantially comply with the then current HIAL Plain Language Description as updated or replaced from time to time.

2.6   eHealth Ontario may amend the HIAL Plain Language Descriptions from time to time and will give Client notice of any change to plain language descriptions in accordance with Section 14 of the Agreement and by posting the revised HIAL Plain Language Descriptions on its website at www.ehealthontario.on.ca/docs.

2.7   Client will not permit the HIAL Services to be used for any purpose other than the purpose defined in this Schedule and in the Specifications.

3.   **Disclaimer**

3.1   Client acknowledges that the provision of HIAL Services does not guarantee access to any computer applications, systems, registries, databases or files. Client is solely responsible for arranging access to such computer applications, systems, registries, databases or files with the parties responsible for same and eHealth Ontario disclaims any responsibility or liability for Client or its End Users not obtaining access.

3.2   Except as expressly provided in the Agreement and this Schedule, eHealth Ontario makes no warranties, representations, conditions, promises or indemnities of any kind, express or implied, statutory or otherwise:

(a)   with respect to the operation of the HIAL Services; or

(b)   regarding the accuracy, authenticity, completeness, reliability, currency, veracity, merchantable quality or fitness for a particular purpose of the electronic messages relayed through the HIAL Services;

and assumes no liability for any diagnostic, treatment, health care decision or any other decision or action taken by any person using those electronic messages.

4. **General**

4.1 Client will cause its Representatives to comply with the terms and conditions of this Agreement. A breach of this Agreement by any Representative of Client is a breach by Client.

4.2 Both Client and eHealth Ontario agree that in connection with this Schedule they will, and will cause each of their Representatives to, comply with all Applicable Laws.

4.3 Each party agrees to provide the other party with such information as the other party may reasonably require to perform its responsibilities and exercise its rights under this Schedule.

4.4 In addition to any rights under the Agreement, either party authorises the other party and its Representatives, upon five days written notice and during the other party's regular business hours, to inspect any records and documents in the possession or under the control of the other party relating to responsibilities of the other party as provided under this Schedule. eHealth Ontario 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.

4.5 Client will not permit any unauthorized person to access the HIAL Services and will ensure that any access to the HIAL Services by any of its Representatives is solely on its behalf for legitimate purposes related to the HIAL Services.

4.6 Where Client delegates any of its responsibilities under this Schedule to a third party, such third party will be considered a Representative of Client and Client will enter into agreements with such third party to ensure the third party carries out any delegated responsibilities in accordance with the requirements in this Schedule.

4.7 Client agrees to provide reasonable assistance to eHealth Ontario, as directed by eHealth Ontario in writing, with respect to eHealth Ontario's compliance with Applicable Laws, including PHIPA and FIPPA for the HIAL Services. Upon the written request of Client, eHealth Ontario agrees to provide reasonable assistance to Client with respect to Client's compliance with Applicable Laws, including PHIPA and FIPPA for the HIAL Services.

4.8 With the exception of the Agreement and any other document attached thereto or referencing this Schedule, this Schedule constitutes the entire agreement between eHealth Ontario and Client with respect to the subject matter hereof and supersedes any prior agreements, understandings, negotiations and discussions, whether oral or written, between eHealth Ontario and Client. eHealth Ontario and Client acknowledge and agree that the execution of this Schedule has not been induced by, nor have neither eHealth Ontario nor Client relied upon or regard as material, any representations or writings whatsoever not incorporated and made a part of this Schedule.

5. **Privacy and Security**

5.1 Each party's Primary Contact or Privacy Officer or his/her delegate will (i) upon the occurrence of any breach of any provision of this Schedule or (ii) upon discovery or reasonable suspicion of a privacy or security incident involving the HIAL Services of which either party becomes aware of, report such incident as soon as reasonably possible to the other party (either eHealth Ontario's Service Desk at 1-866-250-1554 or servicedesk@ehealthontario.on.ca or Client's Primary Contact, as applicable). When reporting any such incident, the reporting party will provide all information that it is reasonably able to provide with respect to the suspected or confirmed incident.

5.2 For the purpose of this Schedule, privacy or security incident are defined as follows:

(a) Privacy incident is any event involving the HIAL Services where:

   (i) A provision of any applicable privacy laws has been contravened;
   (ii) The privacy provisions of this Schedule has been 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)   Security incident is any information security event involving the HIAL Services that may compromise operations or threaten the security of information, an information system or business process

5.3   Each party will provide reasonable assistance to, and co-operate with the other party, to contain, investigate, verify and resolve any suspected or confirmed incident discovered by or reported to the other party in accordance with section 5.1, including co-operation in any public response.

5.4   Upon discovery by, or notification to, eHealth Ontario of a suspected or confirmed Incident, eHealth Ontario may:

(a)   suspend the rights of Client or its Representatives under this Schedule and

(b)   suspend the HIAL Services

until such time as both parties are satisfied that the suspected or confirmed Incident has been contained or otherwise resolved.

5.5   Where Client conducts a privacy assessment or security threat risk assessment of the processes and related technology that it uses to access the HIAL Services and how Client meets the requirements in this Schedule related to privacy and security, Client will provide eHealth Ontario with a summary of such assessments in such form and format as the parties may agree, acting reasonably. To the extent any such assessments identify any privacy or security threat risks related to Client's use of the HIAL Services, both parties will work together on risk management or mitigation strategies.

5.6   Where eHealth Ontario conducts a privacy assessment or security threat risk assessment related to the HIAL Services, and to the extent any such assessments identify any privacy or security risks related to Client's use of the HIAL Services, eHealth Ontario will provide Client with a summary of such assessments in such form and format as the parties may agree, acting reasonably and both parties will work together on risk management or mitigation strategies.

5.7   In addition to the Specifications, each party will maintain privacy and security procedures, practices and controls in compliance with Applicable Laws, including any orders of the Office of the Information and Privacy Commissioner of Ontario. Security controls should endeavour to follow guidelines set out in ISO27002:2013 Information technology – Security techniques – Code of practice for information security management.

6.   **Term, Termination and Suspension**

6.1   This Agreement will commence as of the Effective Date and continues until terminated in accordance with sections 6.2, 6.3 or 6.4.

6.2   eHealth Ontario may terminate this Schedule upon giving written notice to Client if, in the opinion of eHealth Ontario acting reasonably, Client 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, eHealth Ontario will be permitted to immediately terminate this Schedule if eHealth Ontario deems it appropriate not to provide the Client the opportunity to remedy the breach. In addition, eHealth Ontario will be permitted to immediately suspend the provision of HIAL Services if it reasonably believes that there is an emergency or extreme circumstance that would warrant such action including a compromise of any systems connected to HIAL Services.

6.3   Either party may in its sole discretion, without liability, cost or penalty, and without prejudice to any other rights or remedies under the Agreement 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

6.4   This Schedule terminates automatically without liability, cost or penalty, and without prejudice to any other rights or remedies of eHealth Ontario under this Schedule or the Agreement or at law or in equity, should the Agreement expire or be terminated for any reason whatsoever.

6.5   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.

7. **Primary Contacts and Notices**

7.1 In addition to the notice obligations set out in the Agreement, any notice required by this Schedule, including any real or suspected Incident, will, unless otherwise indicated herein, be provided:

  (i) to eHealth, to the eHealth Ontario Service Desk, at:
      Tel.: 1-866-250-1554
      Email: servicedesk@ehealthontario.on.ca

  (ii) to the Client, to the attention of the Client's Primary Contact 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>**		

  (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>**		

7.2 Either eHealth or the Client may designate a different address by notice to the other given in accordance with the Agreement.

8. **Limitation of Liability**

8.1 With the exception of any express warranties contained in this Schedule, eHealth Ontario expressly disclaims any other representations, warranties, or conditions with respect to the HIAL Services 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.

8.2 The total cumulative liability of one party to the other concerning performance or non-performance under this Schedule will not in the aggregate exceed $500,000. 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 a party or any of its Representatives or from any breach by a party or its Representatives of Applicable Laws.

Signatures follow below.

> eHealth Ontario and Client identified below have entered into an eHealth Ontario Services Agreement. The terms and conditions which apply to the HIAL Services and related services are set out in the Agreement and this Schedule.
>
> **By signing below, Client is requesting the HIAL Services and acknowledging that eHealth Ontario'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.**

Full Name of Client

<Insert full client name from CIF>

Signature

I have the authority to bind the Client

Printed Name	Title
<Insert>	**<Insert>**