

This **EHR Contributor Agreement** (this “**Agreement**”) is made effective **<Effective Date: MMMM, dd, yyyy>** (the “**Effective Date**”) and sets out certain terms and conditions that apply to the sharing of Personal Health Information by and between:

**<Insert full legal name, a [corporation under name of act]>** (the “**Contributor**”), a health information custodian (“**HIC**”) as that term is defined in PHIPA (as defined below).

- and -

**eHealth Ontario**, a corporation under the *Development Corporations Act*, RSO 1990, c. D 10

**Whereas:**

- A. Under PHIPA, eHealth Ontario may receive Personal Health Information (as defined below) from HICs for the purpose of creating or maintaining one or more electronic health records (the “**EHR System**”); and
- B. Under PHIPA, the EHR System may be accessed by HICs, including the Contributor, pursuant to a separate access agreement in compliance with the relevant Permitted Purposes (as defined below), in order to collect Personal Health Information for the purpose of providing or assisting in the provision of health care to individuals to whom the Personal Health Information relates; and
- C. The Contributor has agreed to provide eHealth Ontario with a subset of Personal Health Information and has agreed to permit eHealth Ontario to collect additional Personal Health Information as its “**PHIPA Agent**” (as defined below), referred to as “**Contributor Data**” (as further defined below), for the purpose of creating and maintaining the EHR System and for other Permitted Purposes, in accordance with the terms and conditions of this Agreement; and
- D. Pursuant to PHIPA, the Contributor permits eHealth Ontario, acting as its “**PHIPA Agent**” (as defined below), to collect, use, disclose, retain or dispose of Personal Health Information on the Contributor’s behalf for the specific permitted activities outlined in Schedule “A” in accordance with the terms and conditions of this Agreement.

**NOW THEREFORE** in consideration of the mutual covenants contained in this Agreement the Contributor and eHealth Ontario agree as follows:

**1. Definitions**

Unless otherwise defined in the body of this Agreement, capitalised words have the following meanings:

“**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;

“**Contributor Data**” means the Personal Health Information relating to individuals provided to eHealth Ontario by the Contributor or collected by eHealth Ontario as a PHIPA Agent of the Contributor for the Permitted Purposes under the terms and conditions of this Agreement;

“**Contributor System**” means the computer systems, peripherals, terminals, communications equipment and all related hardware and software operated by or for the Contributor, including those operated by service providers on behalf of the Contributor;

“**EHR Data-In Interface**” means the interface that enables eHealth Ontario to connect to and communicate with the Contributor System in compliance with the EHR Data-In Interface Specifications;

“**EHR Data-In Interface Specifications**” means the documents published by eHealth Ontario and listed in Schedule “B”, which set out the requirements for how the EHR System connects to and communicates with the Contributor System, and specifies Contributor Data and other data elements associated with the EHR Data-In Interface, copies of which may be found on the eHealth Ontario website at [www.ehealthontario.on.ca/docs](http://www.ehealthontario.on.ca/docs) and as they may be updated from time to time by eHealth Ontario in accordance with Section 10.2;

“**Electronic Health Record**” has the meaning set out in PHIPA;

“**Permitted Purposes**” means those activities described in Schedule “A” of this Agreement, which may be amended or replaced from time to time in accordance with this Agreement;

“**Personal Health Information**” has the meaning set out in PHIPA;

“**PHIPA**” means the *Personal Health Information Protection Act, 2004* (S.O. 2004, c. 3, Sched. A), including the regulations thereunder, as amended or replaced from time to time;

“**PHIPA Agent**” means eHealth Ontario as an agent (as the word “agent” is defined in PHIPA) when acting as an agent of the Contributor in respect of Contributor Data in order to perform activities on the Contributor’s behalf in accordance with the terms and conditions of this Agreement; and

“**Representatives**” means, in the case of eHealth Ontario or the Contributor, any directors, officers, employees, agents, consultants or subcontractors (including service providers) to eHealth Ontario or the Contributor, as the case may be, as well as the directors, officers, employees or agents of any subcontractor, of each such party.

## **2. Provision of Contributor Data, Authorised Access and Use**

- 2.1. **Provision of Contributor Data.** The Contributor confirms that subject to Section 2.2, it is permitted under Applicable Laws to provide Contributor Data to eHealth Ontario and to permit eHealth Ontario to collect, access, use or disclose Contributor Data in accordance with the terms and conditions of this Agreement.
- 2.2. **Access and Use.** eHealth Ontario represents and warrants that, i) it is permitted under Applicable Laws to receive, collect, use and disclose Contributor Data in accordance with the terms and conditions of this Agreement and ii) it creates and maintains the EHR System in compliance with Applicable Laws and this Agreement.
- 2.3. **Authorisation Grant.** The Contributor grants to eHealth Ontario the right to: (i) collect, access, use and disclose the Contributor Data for the Permitted Purposes as permitted under Applicable Laws and (ii) use and/or disclose the Contributor Data where required under Applicable Laws (collectively, the “**Authorisation Grant**”).
- 2.4. **PHIPA Agent.** Upon acceptance of this Agreement by the Contributor, the Contributor appoints eHealth Ontario as its PHIPA Agent so that eHealth Ontario may perform the PHIPA Agent Permitted Purposes in Schedule “A” and, as the Contributor’s PHIPA Agent, eHealth Ontario agrees to collect, use and disclose Contributor Data only if the Contributor is permitted or required to collect, use and disclose the Contributor Data under PHIPA, unless otherwise required under Applicable Laws.
- 2.5. **Compliance.** eHealth Ontario and the Contributor each agree to comply with their respective obligations under Applicable Laws with respect to the activities contemplated by this Agreement, including the Permitted Purposes.
- 2.6. **Conditions of the Authorisation Grant.** As a condition of the Authorisation Grant, eHealth Ontario will:
  - (a) ensure that the EHR System connects to the Contributor System only through the EHR Data-In Interface;

- (b) ensure that any non-compliance with this Agreement it becomes aware of is communicated to the Contributor at the first reasonable opportunity, including: (i) upon the occurrence of any breach of any provision of this Agreement by it or its Representatives; (ii) upon discovery or reasonable suspicion of any loss, theft or unauthorised access to or use of Contributor Data by any person; or (iii) upon discovery of any issue with the accuracy or integrity of Contributor Data;
- (c) collect, access, use, and disclose Contributor Data in accordance with the terms and conditions of this Agreement;
- (d) ensure that any persons who are permitted to collect Contributor Data within the EHR System agree to do so in compliance with Applicable Laws and the applicable Permitted Purposes;
- (e) ensure that only its Representatives who have a need to collect, access, use and disclose Contributor Data do so only in accordance with the terms and conditions of the Agreement;
- (f) remain responsible for the acts of its Representatives, including the collection, access, use and disclosure of Contributor Data by its Representatives. Any breach of the provisions of the Agreement by its Representatives will be deemed a breach by eHealth Ontario;
- (g) take all reasonable steps to protect Contributor Data against any unauthorised access, collection, use, disclosure, modification, retention or disposal;
- (h) not intentionally insert, into any part or component of the Contributor System, any virus, time lock, clock, back door, disabling device or other code, routine or instruction which tends to destroy, corrupt or disable software, data or systems or allow unauthorized access thereto;
- (i) co-operate reasonably with any reporting, audit or monitoring program required by the Contributor in accordance with Applicable Laws and with respect to the purposes of this Agreement;
- (j) ensure that all accesses to all or part of the Contributor Data in the EHR System are logged and provide those logs to the Contributor upon request;
- (k) not use or disclose Contributor Data for any purpose unless permitted by this Agreement and Applicable Laws;
- (l) upon request of the Contributor, provide a copy of the results of privacy or security assessment(s) of the relevant EHR System as soon as reasonably possible;
- (m) maintain privacy and security procedures, practices and controls in compliance with Applicable Laws; and
- (n) as the agent of Contributor, comply with PHIPA obligations applicable to the Contributor so as to not put Contributor in breach of its obligations under PHIPA due to an act or omission of eHealth Ontario or its Representatives.

2.7. **Requirements Applicable to Contributor.** Contributor will:

- (a) not intentionally insert, into any part or component of the EHR System, any virus, time lock, clock, back door, disabling device or other code, routine or instruction which tends to destroy, corrupt or disable software, data or systems or allow unauthorized access thereto; and
- (b) co-operate reasonably with any reporting or monitoring required by eHealth Ontario in relation to the EHR System, in accordance with Applicable Laws and with respect to the purposes of this Agreement.

2.8. **Access or Correction Requests and Complaints.** Where necessary in connection with the Permitted Purposes, eHealth Ontario agrees to assist the Contributor in responding to individual access or correction requests or complaints in respect of Contributor Data within the EHR System, in accordance with the EHR Policies (as defined in Section 3), the Permitted Purposes and Applicable Laws.

3. **Policies** eHealth Ontario and the Contributor mutually agree to adhere to the set of privacy and security policies in respect of the EHR System (the “EHR Policies”):

- (a) pertaining to the Permitted Purposes in Schedule “A”; and

- (b) pertaining to the Contributor Data outlined in Schedule “B”.

The Contributor agrees to adhere to the EHR Policies no later than 120 days from the later of: (i) the Agreement Effective Date; or (ii) the date notice of an EHR Policy or amendment to an EHR Policy is received by the Contributor in accordance with Section 10.10. Copies of the EHR Policies will have been provided to the Contributor and may be found on the eHealth Ontario website at [www.ehealthontario.on.ca/docs](http://www.ehealthontario.on.ca/docs) and as they may be updated from time to time in accordance with Section 10.2.

4. **Security and Privacy Safeguards** eHealth Ontario warrants that it has implemented and will maintain strong administrative, physical and technical safeguards, consistent with industry best practices as applicable to health care systems in Ontario, to protect the Personal Health Information being transferred, processed or stored from theft, loss, unauthorised use, modification, disclosure, destruction and/or damage and will ensure its Representatives comply with its privacy and security requirements. These safeguards include security software and encryption protocols, firewalls, locks and other access controls, privacy impact assessments, staff training and confidentiality agreements. Additional information can be found at <http://www.ehealthontario.on.ca/about>.

5. **Ownership of Contributor Data**

- 5.1. The parties acknowledge that in regards to Contributor Data:

- (a) the Contributor retains custody and control of Contributor Data in the EHR System;
- (b) the initial viewing of Personal Health Information from the EHR System by a HIC (the “Viewing HIC”) constitutes a collection by the Viewing HIC and a disclosure by the Contributor of an instance of that Personal Health Information; and
- (c) any subsequent viewing by a Viewing HIC of Personal Health Information collected pursuant to Section 5(b) constitutes a use of that Personal Health Information by that Viewing HIC.

For greater certainty, a Viewing HIC collects Personal Health Information that is in the EHR System the first time that any of its agents view the Personal Health Information, even if the Viewing HIC’s agents do not download or otherwise make or retain a copy of the Personal Health Information.

- 5.2. 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.

6. **Data Accuracy**

- 6.1. **By Contributor.** In providing Contributor Data to eHealth Ontario, the Contributor will take the same care as it would take in maintaining its own records for individuals seeking care from the Contributor. The Contributor will make reasonable efforts to provide the Contributor Data to eHealth Ontario at such time or times as may be agreed to by the parties.
- 6.2. **By eHealth Ontario.** eHealth Ontario will take all reasonable steps to maintain the accuracy and integrity of the Contributor Data in the EHR System and will notify the Contributor as soon as reasonably possible, in accordance with the terms and conditions of this Agreement, if it becomes aware that any such Contributor Data becomes corrupted or damaged. In the event the Contributor has confirmed any

Contributor Data has been found to be inaccurate or incomplete for the purpose disclosed, eHealth Ontario will assist the Contributor to address this in accordance with the applicable Policy.

- 6.3. **Replacement of Data.** The parties acknowledge that eHealth Ontario does not modify Contributor Data. In the event that the Contributor becomes aware that any of the Contributor Data in the EHR System is or has become inaccurate, corrupted, damaged or incomplete, and the EHR Data-In Interface does not support replacement of that Contributor Data, the Contributor will notify eHealth Ontario as soon as reasonably possible in accordance with the terms and conditions of this Agreement. In the event that eHealth Ontario becomes aware that any of the Contributor Data in the EHR System is or has become inaccurate, corrupted, damaged or incomplete, eHealth Ontario will notify the Contributor as soon as reasonably possible in accordance with the terms and conditions of this Agreement. The Contributor will provide to eHealth Ontario replacement Contributor Data, as supported by the EHR Data-In Interface, and eHealth Ontario will replace the affected Contributor Data and store the affected Contributor Data securely, with links to both affected and the replacement Contributor Data, to enable tracing in accordance with Applicable Laws.
- 6.4. **Responsibility for Data.** The parties agree that the Contributor will be solely responsible for communicating to eHealth Ontario the correction and modification of any Contributor Data and that eHealth Ontario will assist the Contributor by replacing the affected Contributor Data as set out in Section 6.3 above.

## 7. **Acceptable Use and Limitations**

- 7.1. **By eHealth Ontario.** eHealth Ontario will not collect, access, use or disclose Contributor Data for any purpose other than as expressly set out in this Agreement, unless required under Applicable Laws.
- 7.2. **By Other HICs.** eHealth Ontario agrees that HICs who collect or access the Contributor Data through the EHR System will be bound by an eHealth Ontario access agreement, which will restrict access to the Contributor Data to the purposes set out in this Agreement and in compliance with Applicable Laws.

## 8. **Term, Termination and Suspension**

- 8.1. **Term and Termination.** This Agreement will commence as of the Effective Date and will continue unless terminated in compliance with Applicable Laws or in writing by both parties. This Agreement will automatically terminate if an EHR Access Services Agreement entered into between eHealth Ontario and Contributor is terminated for any reason.
- 8.2. **Suspension of Contributor Data.** In compliance with Applicable Laws, either party may immediately suspend the transmission of Contributor Data if it reasonably believes that there is i) a breach of any material term of this Agreement or ii) an emergency or extreme circumstance that would warrant such action including a compromise of the integrity, security or privacy of any Contributor Data. Such party will notify the other party in writing as set out in Section 10.10.
- 8.3. **Use of Contributor Data upon Termination.** Upon termination of this Agreement, the Contributor will have no further obligation to provide Contributor Data to eHealth Ontario and Contributor Data will be retained in accordance with the applicable policies referred to in Section 3; provided that, the Contributor's and eHealth Ontario's obligations with respect to Contributor Data, as set out in Section 6.1, 6.2 and 6.4 above, will survive termination of this Agreement. Upon termination of this Agreement eHealth Ontario will comply with the reasonable requirements of the Contributor with respect to Contributor Data in the Contributor's sole custody.

**9. Warranties, Limitations and Insurance**

- 9.1. **eHealth Ontario Warranties.** eHealth Ontario warrants that it will perform its services with personnel who are competent and qualified to perform their responsibilities and that its services will be performed in a good and professional manner in accordance with currently acceptable standards and practices reasonably applicable to a government agency or ministry for services of a similar nature, and otherwise in a timely manner in accordance with the terms of this Agreement. eHealth Ontario warrants that it will otherwise comply with all Applicable Laws. eHealth Ontario does not represent or warrant that its services will be error free or uninterrupted. Except as expressly provided in this Agreement eHealth Ontario does not make any other warranties, representations or conditions, express or implied, in fact or in law, including the implied warranties and conditions of merchantable quality or fitness for a particular purpose.
- 9.2. **Contributor Warranties.** The Contributor will comply with all Applicable Laws with respect to the provision of Contributor Data to eHealth Ontario for the purposes set out in this Agreement. The Contributor does not represent or warrant that the Contributor Data or its provision of Contributor Data will be error free or uninterrupted. Except as expressly provided in this Agreement the Contributor does not make any other warranties, representations or conditions, express or implied, in fact or in law, including the implied warranties and conditions of merchantable quality or fitness for a particular purpose.
- 9.3. **Limitation of Liability.** The total cumulative liability of one party to the other concerning performance or non-performance under this Agreement will not in the aggregate exceed \$2,000,000. 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:
- (a) 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; or
  - (b) recoverable pursuant to an indemnification or other third party obligation provided to eHealth Ontario by one of its subcontractors or agents where such indemnification or other third party obligation is applicable to the Contributor, but only to the extent eHealth Ontario is actually able, using its reasonable and diligent efforts, to recover such losses, expenses, costs, damages or liabilities from such subcontractor or agent, and any such recovery will be shared on an equitable basis as between eHealth Ontario, Contributor and other contributors who suffered losses, expenses, costs, damages or liabilities within the scope of any such indemnification obligations. For clarity, in respect of the foregoing, eHealth Ontario agrees to use reasonable and diligent efforts to maintain, and not amend to Contributor's detriment, such indemnification or other third party obligations.
- 9.4. **Insurance.** Each party agrees to 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 the parties. 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 Unit.

**10. Miscellaneous**

- 10.1. **Governing Law.** This Agreement 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.

- 10.2. **Entire Agreement and Amendment.** This Agreement and the plain language descriptions of the EHR System, including any attachments referenced by this Agreement, contain the entire understanding of the parties relating to its subject matter. Plain language descriptions may be found at [www.ehealthontario.on.ca/docs](http://www.ehealthontario.on.ca/docs). This Agreement supersedes all previous agreements or representations, statements and understandings (verbal or written) made by or on behalf of one party to the other. eHealth Ontario may amend this Agreement as follows:
- (a) Except as set out below, any amendments to this Agreement must be in writing and signed by duly authorised officers of each party;
  - (b) EHR Policies or EHR Data-In Interface Specifications will be subject to review and approval through provincial governance bodies coordinated by eHealth Ontario and may be amended from time to time by such bodies. eHealth Ontario will give the Contributor at least 120 days written notice of any such changes to the EHR Policies or the introduction of new policies or EHR Data-In Interface Specifications by providing notice in accordance with Section 10.10 and by posting the revised EHR Policies or EHR Data-In Interface Specifications on its website at [www.ehealthontario.on.ca/docs](http://www.ehealthontario.on.ca/docs). Client is responsible for reviewing and retaining a copy of any amended EHR Policies or EHR Data-In Interface Specifications; and
  - (c) eHealth Ontario may amend the plain language descriptions from time to time and will give the Contributor notice of any change to plain language descriptions in accordance with Section 10.10 and by posting the revised plain language descriptions on its website at [www.ehealthontario.on.ca/initiatives](http://www.ehealthontario.on.ca/initiatives).
- 10.3. **Assignment.** Neither party may assign this Agreement or any right or obligation under the Agreement without receiving the other party's written consent in advance, which consent will not be unreasonably withheld; provided that, eHealth Ontario may assign this Agreement to the Ministry of Health and Long-Term Care or an agency of Crown that is subject to privacy laws that are at least as protective of Contributor Data as those applicable to eHealth Ontario.
- 10.4. **Severability.** The invalidity or unenforceability of any provision in this Agreement will not affect the validity or enforceability of any other provision and any invalid provision will be deemed severed.
- 10.5. **Waiver.** The failure of either party to insist upon strict performance of any terms and conditions or to exercise any of its rights set out in this Agreement will not constitute a waiver of these rights, and these rights will continue in full force and effect.
- 10.6. **Force Majeure.** Except as expressly provided otherwise in the Agreement, neither party will be liable for any failure or delay in its performance under the Agreement due to any cause beyond its reasonable control that could not have been avoided by the exercise of reasonable foresight (a "Force Majeure Event"), such as acts of war, rebellion, acts of God, earthquake, flood, embargo, riot, sabotage, terrorism, or governmental act provided that the party affected by a Force Majeure Event gives the other party prompt notice of such Force Majeure Event as soon as reasonably possible after such event arises, and uses its reasonable efforts to promptly correct such event. For greater clarity, strikes, lock outs and other labour disruptions are not Force Majeure Events.
- 10.7. Headings are inserted for convenience of reference only and will not affect the construction or interpretation of this Agreement. Where the word "including" is used in this Agreement, 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.

- 10.8. 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.
- 10.9. 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 best efforts to promptly correct such failure or delay in performance.
- 10.10. **Notice.** Any notice or other significant communication given pursuant to this Agreement will be in writing addressed to the attention of that party's Authorized Representative.

eHealth Ontario's Authorized Representative and address is:

General Counsel, Legal Services  
 P.O. Box 148  
 777 Bay Street, Suite 701  
 Toronto, Ontario  
 M5G 2C8  
 E-mail: [GeneralCounsel-CorporateSecretary@ehealthontario.on.ca](mailto:GeneralCounsel-CorporateSecretary@ehealthontario.on.ca)

Contributor's Authorized Representative and address is:

Contributor Information			
Name of Authorized Representative 		Title of Authorized Representative 	
Building Address ( <i>number and street name</i> ) 			Suite No. 
Building Name ( <i>for multi-building sites</i> ) 	City/Town 	Province <b>ON</b>	Postal Code 
Phone Number of Authorized Representative 		Email Address of Authorized Representative 	

If any notice under this Agreement is sent by e-mail, a copy will also be sent by courier or mail, unless such requirement is waived by the other party in writing. Any such notice will be deemed to have been received either when:

- (i) delivered personally to the party for whom intended;
- (ii) one business day following deposit with a globally recognized overnight delivery service, all delivery charges pre-paid;
- (iii) if sent by e-mail, when it enters the receiving party's information system and becomes capable of being retrieved and processed by the receiving party, with originals by mail unless such requirement is waived by the receiving party; or
- (iv) the business day following transmission if sent by facsimile, with originals by mail, and receipt confirmed by the facsimile machine used. Either party may designate a different address by notice to the other given in accordance herewith.



10.11. **Notice for Privacy Matters.** Any notice of real or suspected privacy or security breaches, or matters related to access requests pursuant to this Agreement will be provided:

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

(ii) to the Contributor, to the attention of the Contributor's Privacy Officer or delegate at:

Contact Name:

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Title:

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Address (*number and street name and/or P.O. box*)

Suite No.

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Building Name (*for multi-building sites*)

City/Town

Province

Postal Code

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Phone Number:

Email Address:

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**AGREED:**

**eHEALTH ONTARIO**

**<INSERT FULL LEGAL NAME OF CONTRIBUTOR>**

Signature block has been removed for this sample

## Schedule “A” – Permitted Purposes

### Permitted Purpose A: EHR System

Contributor Data under this Permitted Purpose A includes the data elements identified in Schedule “B” under the heading “Contributor Data Elements for Permitted Purpose A – EHR System”.

For the purposes of the EHR System, eHealth Ontario may:

1. access the Contributor Data for the purpose of creating or maintaining one or more Electronic Health Records under the authority of PHIPA; and
2. make accessible the Contributor Data by HICs through the EHR System in compliance with Applicable Laws for the purpose of providing or assisting in the provision of health care to individuals.

### Permitted Purpose B: PHIPA Agent - Consent Management

Contributor Data under this Permitted Purpose B includes the data elements identified in Schedule “B” under the heading “Contributor Data Elements for Permitted Purpose B – PHIPA Agent – Consent Management”.

“**Consent Management**” means the application of a consent withholding, withdrawal or reinstatement request in respect of an individual’s Personal Health Information that forms part of the Contributor Data in the EHR System, made by that individual or their substitute decision-maker, as that term is defined in PHIPA (“**Consent Directive**”);

For the purpose of Consent Management in respect of the Contributor Data, eHealth Ontario, as a PHIPA Agent of the Contributor, may collect, use or disclose Contributor Data to receive and implement a Consent Directive, as directed by or under the authorization of the Contributor.

### Permitted Purpose C: PHIPA Agent – Contributor Data Corrections

Contributor Data under this Permitted Purpose C include the data elements identified in Schedule “B” under the heading “Contributor Data Elements for Permitted Purpose C – PHIPA Agent – Contributor Data Corrections”.

“**Contributor Data Corrections**” means, in relation to Contributor Data, the requirements in respect of correction of Personal Health Information set out in Part V of PHIPA.

eHealth Ontario, as a PHIPA Agent of the Contributor, may collect, use or disclose Contributor Data for the purpose of:

1. Receiving Contributor Data Corrections requests from individuals in respect of their Personal Health Information in the Contributor Data in the EHR System; and
2. Facilitating communications in respect of Contributor Data Corrections between the Contributor, individuals in respect of their Personal Health Information contained in the Contributor Data and others as directed by or under the authorization of the Contributor.

### Permitted Purpose D: PHIPA Agent – Individual Access Requests

Contributor Data under this Permitted Purpose D includes the data elements identified in Schedule “B” under the heading “Contributor Data Elements for Permitted Purpose D – PHIPA Agent – Individual Access Requests”.

**"Individual Access Requests"** means the requirements in respect of individual access to records of Personal Health Information set out in Part V of PHIPA.

eHealth Ontario as a PHIPA Agent of the Contributor, may collect, use or disclose Contributor Data for the purpose of carrying out the Contributor's responsibilities in respect of Individual Access Requests, including without limitation facilitating the receipt of and response to requests from individuals for a copy of:

- (a) the individual's Personal Health Information within the Contributor Data;
- (b) the Consent Directive status associated with the individual's Personal Health Information within the Contributor Data; and
- (c) the access log associated with the individual's Personal Health Information in the Contributor Data.

#### **Permitted Purpose E: PHIPA Agent - Other Permitted Activities**

Contributor Data under this Permitted Purpose E includes the data elements identified in Schedule "B" under the heading "Contributor Data Elements for Permitted Purpose E – PHIPA Agent – Other Permitted Activities".

**"Other Permitted Activities"** include any additional activities in respect of the Contributor Data, not already included in the Permitted Purposes herein, which are carried out by eHealth Ontario as a PHIPA Agent of the Contributor and as directed in writing by the Contributor.

For the purpose of performing Other Permitted Activities in respect of the Contributor Data, eHealth Ontario as a PHIPA Agent of the Contributor may collect, use or disclose the Contributor Data as otherwise permitted or directed in writing by the Contributor, provided that eHealth Ontario provides written confirmation to the Contributor in writing of its acceptance of the Other Permitted Activities.

## Schedule “B” – Contributor Data

### Contributor Data for Permitted Purpose A: EHR System

For the purpose of the EHR System, the relevant Contributor Data consists of the Contributor Data specified in the applicable EHR Data-In Interface Specifications, copies of which may be found on the eHealth Ontario website at [www.ehealthontario.on.ca/docs](http://www.ehealthontario.on.ca/docs) and as they may be updated from time to time by eHealth Ontario in accordance with the Agreement, as follows:

1. [insert name of interface specification here](#)
2. [insert name of interface specification here](#) |

### Contributor Data for Permitted Purpose B: PHIPA Agent - Consent Management

For the purpose of Consent Management, the relevant Contributor Data includes:

1. The data elements set out in the EHR Policies related to Consent Management; and
2. All Contributor Data specified in the applicable EHR Data-In Interface Specifications, copies of which may be found on the eHealth Ontario website at [www.ehealthontario.on.ca/docs](http://www.ehealthontario.on.ca/docs) and as they may be updated from time to time by eHealth Ontario in accordance with the Agreement, as follows:
  - a. [insert name of interface specification here](#)
  - b. [insert name of interface specification here](#) |

### Contributor Data for Permitted Purpose C: PHIPA Agent – Contributor Data Corrections

For the purpose of Contributor Data Corrections, the relevant Contributor Data includes the data elements set out in the EHR Policies related to correction of Personal Health Information in the EHR System.

### Contributor Data for Permitted Purpose D: PHIPA Agent – Individual Access Requests

For the purpose of Individual Access Requests, the relevant Contributor Data includes:

1. The data elements set out in the EHR Policies related to Individual Access Requests;
2. All Contributor Data specified in the applicable EHR Data-In Interface Specifications, copies of which may be found on the eHealth Ontario website at [www.ehealthontario.on.ca/docs](http://www.ehealthontario.on.ca/docs) and as they may be updated from time to time by eHealth Ontario in accordance with the Agreement, as follows:
  - a. [insert name of interface specification here](#)
  - b. [insert name of interface specification here](#) |
3. Access logs associated with the Contributor Data in the EHR System; and
4. Consent Directives associated with the Contributor Data in the EHR System.

### Contributor Data for Permitted Purpose E: PHIPA Agent – Other Permitted Activities

A listing of the data elements that make up the Contributor Data for the purpose of Permitted Purpose E, “Other Permitted Activities”, shall be provided to eHealth Ontario in writing by the Contributor along with the written request to perform the Other Permitted Activities described under Permitted Purpose E.