

This document (this “**Schedule**”) is the Services Schedule for Services related to the Provider Registry (“**PR Services**”) made pursuant to the eHealth Ontario Services Agreement (the “**Agreement**”) between eHealth Ontario 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**”). PR 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

<Insert full client name from CIF>

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:

“**Client Systems**” means the computer systems, peripherals, terminals, communications equipment and all related hardware owned or leased by Client that will be used by Client in connection with the use of the Computer Application and Client’s use of the PR Services;

“**Computer Application**” means any software program which is licensed to or owned by Client to further any of its legitimate business interests related to the provision of health care related services and is used in connection with Client’s use of the PR Services, including access to the Provider Registry by its End Users;

“**PR Interface**” means the interface, a part of the PR Services, that enables Computer Applications to connect and communicate with the Provider Registry in compliance with the PR Interface Specifications;

“**PR Interface Specifications**” means the documents published by eHealth Ontario, which set out the requirements for how external systems must connect to and communicate with the Provider Registry, copies of which have been provided to Client and may be found on the eHealth Ontario website at www.ehealthontario.on.ca/docs as they may be updated from time to time by eHealth Ontario;

“**PR Services**” means the services provided by eHealth Ontario to Client that allows the Computer Application to access the Provider Registry via the PR Interface and that enables End Users to access and use the provider information, as further described in section 2 below;

“**Privacy Officer**” means the designated Client Representative responsible for ensuring Client’s compliance with its own privacy obligations under Applicable Laws and/or those privacy and security related obligations under this Schedule. The Privacy Officer is further responsible for: (i) audit compliance, (ii) incident management related to privacy and security matters and (iii) acting as a liaison with eHealth Ontario;

“**Provider Information**” means health care provider information in the Provider Registry;

“**Provider Registry**” means the registry that contains Provider Information operated by eHealth Ontario; and

“**Site Support Guide**” means the toolkit of materials and information about the PR Services, as such Guide may be updated from time to time by eHealth Ontario, a copy of which has been provided to Client and is available at www.ehealthontario.on.ca/docs.

2 **Provision, Authorised Access and Use.**

2.1 **PR Interface.** The PR Interface enables the Computer Application to communicate with the Provider Registry and is the mechanism by which Client, including its End Users, accesses Provider Information. The communication format is specified in the relevant PR Interface Specifications.

2.2 **Provision of Services.** When requesting the PR Services, Client should complete, sign and submit its signed Schedule to eHealth Ontario in accordance with s. 14 of the Agreement. The provision of PR Services to Client is subject to the terms and conditions of the Agreement including this Schedule. No ownership in or to the Provider Registry is transferred to Client by virtue of this Schedule and Client has only the limited right to access and use Provider Information as set out in this Schedule.

- 2.3 **Change to the Services.** eHealth Ontario may, in its sole discretion, modify or upgrade the infrastructure that eHealth Ontario uses to provide the PR Services, from time to time. Client is solely responsible for any modification or upgrade of its Computer Application or Client Systems caused by the modification or upgrade of the infrastructure that eHealth Ontario uses to provide the PR Services.
- 2.4 **Authorisation Grant.** eHealth Ontario grants to Client authorisation under this Schedule to connect to and communicate with the Provider Registry using the Computer Application for the sole purpose of accessing and using Provider Information, in support of providing health care related services and specifically which may only be used to: i) validate license numbers of health care providers; ii) confirm the identity of health care providers; and iii) facilitate communications or referrals between health care providers by or on behalf of a health care provider, or as otherwise permitted by eHealth Ontario in writing.
- 2.5 **Provider Information Access.** For the purposes of clarity, when Provider Information either appears in a viewable format through the Computer Application or is stored on or by the Computer Application, that Provider Information will have been accessed by the Client.
- 2.6 **Connecting to the Provider Registry.** As a condition of eHealth Ontario providing Client with access to the Provider Registry, Client will ensure that its Computer Application and Client Systems conform to the PR Interface Specifications. eHealth Ontario may amend the PR Interface Specifications from time-to-time and will notify Client of any revision by notifying the Client's Authorized Representative and by posting notice of the revision on the eHealth Ontario website. Client is responsible for reviewing and retaining a copy of any amended PR Interface Specifications. Client's continued use of the PR Services constitutes acceptance of any amended PR Interface Specifications and Client agrees to ensure that the Computer Application and Client Systems continue to conform with the then current version of the PR Interface Specifications. Client acknowledges that eHealth Ontario may require the Computer Application and Client Systems to undergo additional conformance testing in the future (at Client's cost) if significant changes or enhancements are made to the Computer Application, Client Systems or the PR Services and agrees to perform such testing as required by eHealth Ontario.
- 2.7 **Access to Provider Information.** For the purposes of clarity, Client agrees that Provider Information will not be accessed or used by any person for any purpose other than those purposes expressly set out in this Schedule.
- 2.8 **Conditions of the Grant.** As a condition of eHealth Ontario providing the PR Services to Client, Client will:
- (a) ensure that its use of the Provider Registry, including any use of Provider Information, is in compliance with the requirements and obligations contained in the Site Support Guide;
 - (b) appoint a Privacy Officer to manage its obligations under this Schedule and to act as liaison with eHealth Ontario;
 - (c) ensure that any access to the Provider Registry, including any access and use of Provider Information, is in accordance with the terms and conditions of this Schedule and that any non-compliance with the Agreement and this Schedule is communicated to eHealth Ontario in accordance with section 3.3 of this Schedule;
 - (d) ensure that only its End Users who have a need to access Provider Information in connection with operating the Computer Application, access and use Provider Information under this Schedule;
 - (e) ensure that, where Client becomes aware that there is non-compliance with the terms and conditions of this Schedule by any End Users, it communicates that non-compliance to eHealth Ontario in accordance with section 3.3 of this Schedule and restricts such End Users from any use or access to Provider Information, as further detailed in the incident management procedures contained in the Site Support Guide; and
 - (f) ensure that it has validated the identity of each person who is to use the Computer Application prior to that End User acquiring access to the Computer Application, and that any information concerning any such person is completely and accurately maintained, including updating when necessary.

- 2.9 Client acknowledges that the PR Services are provided to Client solely for Client's own use and not for use by any other person. Client will ensure that it will not permit any other person to receive the PR Services.
- 2.10 Client agrees to work with eHealth Ontario in the event that erroneous data has been transmitted to Client's Computer Application.

3 Privacy and Security

- 3.1 eHealth Ontario represents, and warrants that, unless it provides notice to Client otherwise, it is permitted under Applicable Laws to operate the Provider Registry and to make accessible the Provider Information to Client and its End Users.
- 3.2 Client warrants that:
- (a) it is permitted under Applicable Laws to connect to the Provider Registry and receive Provider Information and will comply with the terms and conditions of this Schedule and the Agreement;
 - (b) no person other than its End Users who have a need to access Provider Information in connection with the Computer Application will access Provider Information;
 - (c) it will, and will cause each of its Representatives to, comply with Applicable Laws and assist eHealth Ontario in complying with eHealth Ontario's privacy obligations under Applicable Laws;
 - (d) it will take all reasonable steps to protect the Provider Registry and Provider Information against any unauthorised access, collection, use, disclosure, modification, retention or disposal;
 - (e) it will not intentionally insert, and will instruct its Representatives not to insert, into any part or component of the Provider Registry or into the Provider Information, 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;
 - (f) it will co-operate reasonably with any reporting, audit or monitoring program required by eHealth Ontario with respect to the PR Services;
 - (g) it will ensure that the Computer Application records any and all access to the Provider Registry, including the identity of any person who accessed the Provider Registry, the identity of any Representative who accessed Provider Information, along with the date, time and location of the access, and any other information set out in the PR Interface Specifications; and
 - (h) it will provide logs of all such accesses to eHealth Ontario upon request.
- 3.3 Client will notify the eHealth Ontario Service Desk at the first reasonable opportunity (i) upon the occurrence of any breach of any provision of this Schedule; or (ii) upon discovery or reasonable suspicion of any unauthorised access or use of the Provider Registry or Provider Information by any person or of any issue with the accuracy or integrity of Provider Information in accordance with section 7. Client will provide notice and otherwise assist eHealth in addressing the foregoing by immediately telephoning the eHealth Ontario Service Desk, with a detailed follow-up by email; provided that no personal information or personal health information (as defined in PHIPA) is included in the email. Client will co-operate with eHealth Ontario in any investigation, verification or public response that arises in connection with the foregoing.
- 3.4 Client agrees to actively monitor the Computer Application and Client Systems by installing commercially available anti-virus and system monitoring software that, among other things, contemporaneously detect the status and findings of anti-virus scans and other monitoring best practices reasonably applicable in health care information technology systems. Client agrees to have in place and maintain such software at all times and to define the roles and responsibilities necessary to manage and audit those events.
- 3.5 Client may retain and securely store at Client's location Provider Information contained in any audit logs of its Computer Application or Client Systems for no more than 120 days to facilitate the audit process as described in section 3.6. These audit logs may include the entire inbound HL7 (Health Level Seven)

message from Client to the Provider Registry and the entire outbound HL7 message from Provider Registry to Client. On a rolling basis any Provider Information and messages retained for more than 120 days are to be purged and destroyed from the Computer Application and Client Systems, including all memory devices and backups used by Client in connection with the PR Services.

- 3.6 The Privacy Officer or his/her delegate must be able to generate an audit report on a subset of user access to the Computer Application and Client Systems. The audit report will set out the results of the audit, including details of restrictions or revocation of access, any restoration of access and reasons for such restoration, and Client's compliance with sections 2.8 and 3.3 of this Schedule. Client will keep that report for seven (7) years or for such period of time as required by Applicable Laws, whichever is longer. Upon production of this audit report the Client will review the audit report in order to ensure Client's ongoing compliance with the terms of this Schedule and the Agreement, and immediately notify eHealth Ontario of any instance of non-compliance in accordance with section 7, below.
- 3.7 Where eHealth Ontario has requested Client to complete a Security Threat and Risk Assessment and Privacy Impact Assessment with eHealth Ontario, Client agrees to continue to operate its Computer Application, Client Systems and related infrastructure in accordance with the privacy and security controls that were evaluated as part of those assessments. In addition, Client must complete a mutually agreed upon risk treatment plan for such assessments prior to the Effective Date. The Client must adhere to the schedule set out in the risk treatment plan. In the event that Client makes any changes to its privacy and security controls, including those that arise from changes to the Client's Systems or Computer Applications, it will notify eHealth Ontario as soon as reasonably possible. The parties will then review such changes and if eHealth Ontario determines, in its sole discretion, that such changes requires evaluation, a delta Security Threat and Risk Assessment and a delta Privacy Impact Assessment will be conducted by eHealth Ontario and the Client.
- 3.8 In the event a Security Threat and Risk Assessment and/or Privacy Impact Assessment recommends an amendment to this Schedule eHealth Ontario will provide Client with notice of such amendment in accordance with section 7. Client's continued use of the PR Services constitutes acceptance of such amendment.
- 3.9 Upon request by eHealth Ontario, the Client will provide a Privacy Impact Assessment or Security Threat and Risk Assessment, or the equivalent assessment(s) as agreed to by both parties, conducted on any Client Systems that are involved in the access to or use of the Provider Registry and Provider Information, as soon as reasonably possible.
- 3.10 Client will maintain privacy and security procedures, practices and controls in compliance with Applicable Laws, including any directions, advice or orders of the Office of the Information and Privacy Commissioner of Ontario. Security controls should endeavour to follow guidelines set out in ISO 27002:2005 Information technology – Security techniques – Code of practice for information security management.
- 3.11 **Access or Correction Requests and Complaints.** Where necessary, the Client agrees to assist eHealth Ontario in responding to correction requests or complaints in respect of Provider Information that is accessed through the Client Application.

4 Audit.

In addition to any rights under the Agreement, Client authorises eHealth Ontario and its Representatives, upon five (5) days written notice and during Client's regular business hours, to inspect any records and documents in the possession or under the control of Client relating to responsibilities of Client 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.

5 Term, Termination and Suspension.

- 5.1 **Term.** This Schedule will commence as of the Effective Date and will continue unless terminated in accordance with sections 5.2, 5.3 or 5.4.

- 5.2 **Termination for Cause or Suspension.** 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 PR Services if it reasonably believes that there is an emergency or extreme circumstance that would warrant such action including a compromise of the integrity of the Provider Information. In addition, eHealth Ontario may suspend or terminate the PR Services upon giving written notice to Client if the Ministry of Health and Long-Term Care requires eHealth Ontario to suspend or terminate the PR Services for any reason.
- 5.3 **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 the Agreement or at law or in equity, terminate this Schedule at any time upon giving at least ninety (90) days prior written notice to the other party.
- 5.4 **Termination.** 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. Client acknowledges and agrees that upon termination of this Schedule, for any reason, all access to the PR Services will be revoked.
- 5.5 **Suspension.** Client acknowledges that the Ministry of Health and Long-Term Care may, in its sole and absolute discretion, direct eHealth Ontario to suspend any person's access to the Provider Registry and Provider Information and, where so directed, eHealth Ontario will suspend such access within such period of time as the Ministry of Health and Long-Term Care directs. eHealth Ontario will provide notice of such direction to Client, including when the suspension is to take effect, as soon as reasonably possible after receiving such direction from the Ministry of Health and Long-Term Care.
- 5.6 **Survival.** In the event of any expiration or termination of this Schedule for any reason whatsoever, these provisions of this Schedule that by their nature are meant to survive expiration or termination will survive, including sections 1, 5.5, 6 and 7.
- 6 Limitations and Insurance**
- 6.1 **Warranty and Disclaimer.** eHealth Ontario represents and warrants that it will use reasonable efforts to provide the PR Services in accordance with generally accepted standards reasonably applicable to health care. The Provider Information made available through the PR Services is provided to eHealth Ontario by third parties and not verified by eHealth Ontario and may not necessarily contain all of the relevant Provider Information. eHealth Ontario will use commercially reasonable efforts to prevent the loss, corruption or alteration of Provider Information after it has been received by eHealth Ontario from third parties. Except for the foregoing, eHealth Ontario makes, and there are no, representations, warranties, conditions, covenants, promises or indemnities of any kind, express or implied, written or oral, statutory or otherwise with respect to: (i) the operation of the Provider Registry; (ii) the accessibility of Provider Information; or (iii) regarding the accuracy, completeness, reliability, currency or veracity of Provider Information accessible through the Provider Registry. eHealth Ontario assumes no liability for any diagnostic, treatment, health care decision or any other decision or action taken by any person accessing the Provider Registry or using Provider Information.
- 6.2 **Limitation.** 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 Agreement, for any and all claims 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 this Schedule or of any remedy.

6.3 **Insurance.** Client will maintain for the duration of this Schedule, at its own expense, all the necessary and appropriate insurance that a prudent person in the business of the Client would maintain including commercial general liability insurance, on an occurrence basis for third party bodily injury, personal injury and property damage to an inclusive limit of not less than two million dollars (\$2,000,000) per occurrence. The policy will include: (i) eHealth Ontario and its Representatives as additional insured with respect to liability arising in the course of the performance of the Client’s obligations under, or otherwise in connection with, this Schedule; (ii) contractual liability coverage; (iii) cross-liability clause; (iv) employers liability coverage; and (v) thirty day written notice of cancellation or termination. Client may not let the foregoing insurance lapse or be cancelled (unless a replacement policy that complies with the requirements of this section is obtained without any gap in coverage), or modified so as to reduce the coverage below the level required under this section. Upon the request of eHealth Ontario, Client will provide evidence of all required insurance. Such evidence will be in the form of a completed certificate of insurance duly completed and executed by an insurer licensed to conduct business in the Province of Ontario and maintaining a rating of not less than B+ by AM Best. Delivery to and examination by eHealth Ontario of a Certificate of Insurance or other evidence of insurance will in no way relieve Client of any of its obligations pursuant to the provisions of this section 6.3 and will in no way operate as a waiver by eHealth Ontario of any of its rights. The liabilities and obligations of Client under this Schedule will not be restricted to any amounts set forth in this section 6.3 and such insurance amounts provided for herein will not be construed so as to relieve or limit the liability of Client in excess of such coverage and will not preclude eHealth Ontario from taking such other actions as are available to it under any provision of this Schedule or otherwise at law or in equity.

7 Notices for Privacy Matters.

In addition to the notice obligations set out in the Agreement, any notice required by this Schedule, including real or suspected privacy or security breaches, or matters related to access requests pursuant to this Schedule 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 Privacy Officer or delegate at:

Name: <Insert>		Title: <Insert>	
Address (number and street name and/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>	

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

8 Plain Language Descriptions.

Client hereby acknowledges receiving from eHealth Ontario the plain language descriptions of the PR Services and the safeguards implemented by eHealth Ontario to protect against unauthorized use and disclosure of and to protect the integrity of Provider Information. The current copy of the plain language descriptions is attached to this Schedule as Exhibit “A”. eHealth Ontario may amend the plain language

descriptions from time-to-time by posting a notice on the eHealth Ontario website at www.ehealthontario.on.ca, and Client is responsible for reviewing and retaining a copy of any amended plain language description. Client's continued use of the PR Services constitutes acceptance of any amended plain language description. For a period of 10 business days following any date on which eHealth Ontario issues a notice of any amendment, if that amendment is unacceptable to Client, Client may terminate this Schedule upon 30 days written notice to eHealth Ontario.

9 General Provisions.

Entire Agreement. With the exception of the Agreement and any other document attached thereto or referencing this Schedule, 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.

eHealth Ontario and Client identified below have entered into an eHealth Ontario Services Agreement. The terms and conditions which apply to the PR Services and related services are set out in the Agreement and this Schedule.

By signing below, Client is requesting the PR 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.

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Exhibit “A” – Plain Language Description

A PR Services

PR Services are the services provided by eHealth Ontario that allow a Client’s Computer Application to connect and communicate with the Provider Registry via the PR Interface and that enable End Users to access the Provider Information only for the purpose of providing health care related services.

The PR Interface is the interface that enables the Computer Application to connect and communicate with the Provider Registry in compliance with the PR Interface Specifications.

End Users will be authorised to access and use the Provider Information through a Computer Application licensed to or owned by a Computer Application provider, an organisation approved by eHealth Ontario to provide a Computer Application.

B. Provider Information

Provider information is the information in the Provider Registry about health care providers as provided by third parties, including regulatory Colleges and the Ministry of Health and Long-Term Care. The Provider Registry presents the Provider Information as it is received. The submitting third parties remain accountable for completeness and accuracy and they may amend Provider Information in the Provider Registry from time to time so when accessing Provider Information, End Users should always access the latest information in the Provider Registry.

C. Security and Privacy Safeguards

eHealth Ontario has implemented strong administrative, physical and technical safeguards, consistent with industry best practices, to protect the information being transferred, processed or stored from theft, loss, unauthorised use, modification, disclosure, destruction and/or damage. These safeguards include security software and encryption protocols, firewalls, locks and other access controls, privacy impact assessments, staff training and confidentiality agreements.