

This document (this “**Schedule**”) is the Schedule for Services related to the EHR Interface (“**EHR Interface 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**”). EHR Interface 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 Legal Name of Client

<Insert full legal name, a [corporation under name of act]>

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 EHR Interface 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 services and used in connection with Client’s use of the EHR Interface Services. The Computer Application is also used as the application by the Computer Application User to access and use electronic health records (the “EHR System”) created or maintained by eHealth Ontario in electronic form;

“**Computer Application User**” means a health information custodian (as that term is defined in the *Personal Health Information Protection Act*, 2004 or PHIPA) that: (i) is authorised by Client to use the Computer Application and (ii) has signed an EHR Access Agreement with eHealth Ontario;

“**EHR Access Agreement**” means the eHealth Ontario Services Agreement and EHR Access Services Schedule or the equivalent eHealth Ontario agreement specified by eHealth Ontario that a Computer Application User must sign before it is provided with access to EHR Information and that sets out the terms and conditions under which the Computer Application User may access and use the EHR System;

“**EHR System**” means the electronic health records systems operated by eHealth Ontario;

“**EHR Information**” means information in the EHR System and includes personal health information and related personal information of patients, and health care provider information;

“**EHR Interface**” means the interface that enables Computer Applications to connect and communicate with the EHR System in compliance with the EHR Interface Specifications;

“**EHR 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 EHR System, 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;

“**EHR Interface Services**” means the services provided by eHealth Ontario to Client that allows the Computer Application to access the EHR System via the EHR Interface, to enable Computer Application Users to access the EHR Information for patients in their care, as further described in section 2 below;

“**Ministry**” means the Ministry of Health and Long-Term Care;

“**Privacy Officer**” means the designated Client Representative responsible for ensuring Client’s compliance with 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; and

“**Site Support Guide**” means the toolkit of materials and information about the EHR Interface 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 EHR Interface.** The EHR Interface enables a Client's Computer Application to communicate with the EHR System and is the mechanism by which the Computer Application receives EHR Information from the EHR System. The communication format is specified in the relevant EHR Interface Specification.
- 2.2 Provision of Services.** When requesting the EHR Interface Services, Client should complete, sign and submit this Schedule. The provision of EHR Interface Services to Client is subject to the terms and conditions of the Agreement including this Schedule. No ownership in or to EHR Information is transferred to Client by virtue of this Schedule and Client has only the limited right to access EHR 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 EHR Interface 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 EHR Interface Services.
- 2.4 Authorisation Grant.** eHealth Ontario grants to Client authorisation through the EHR Interface Services to connect to and communicate with the EHR System using the Computer Application, to receive EHR Information, and to access and use EHR Information for the sole purpose of making EHR Information available to Computer Application Users who are providing or assisting in the provision of health care to their patients and have been authorized by eHealth Ontario in writing to access EHR Information. Prior to allowing any Computer Application User to access and to use any EHR Information, Client must receive confirmation in writing from eHealth Ontario that such Computer Application User has signed an EHR Access Agreement with eHealth Ontario as well as written notice from eHealth Ontario setting out what EHR Information health care providers associated with that Computer Application User can access (by example, access to Ontario Laboratories Information System data or Diagnostic Imaging Common Service data).
- 2.5 Connecting to the EHR System.** As a condition of eHealth Ontario providing Client with access to the EHR System, Client will ensure that: (i) its Computer Application and Client Systems conform to the EHR Interface Specifications; and (ii) eHealth Ontario has confirmed in writing that such Computer Application and Client Systems have been authorised to communicate with the EHR System. eHealth Ontario may amend the EHR 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 EHR Interface Specifications. Client's continued use of the EHR Interface Services constitutes acceptance of any amended EHR Interface Specifications and Client agrees to ensure that the Computer Application and Client Systems continue to conform with the then current version of the EHR Interface Specifications. Client agrees that its Computer Application and Client Systems may be required by eHealth Ontario to undergo additional conformance testing in the future (at Client's cost) if significant changes or enhancements are made to its Computer Application and/or Client Systems or to the EHR Interface Services.
- 2.6 Access to EHR Information.** For the purposes of clarity, EHR Information will not be accessed or used by any person for any purpose other than those purposes expressly set out in this Schedule.
- 2.7 Conditions of the Grant.** As a condition of eHealth Ontario providing the EHR Interface Services to Client, Client will:
- (a) ensure that its use of the EHR Information is in compliance with the requirements and obligations contained in 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 EHR 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;

- (d) ensure that only its Representatives who have a need to access EHR Information in connection with operating the Computer Application, access and use EHR Information under this Schedule;
 - (e) ensure that, where Client becomes aware that there is non-compliance by any Computer Application Users under an EHR Access Agreement, it communicates that non-compliance to eHealth Ontario in accordance with section 3.3 and restricts such Computer Application Users from any use or access to EHR Information, as further detailed in the incident management procedures contained in the Site Support Guide; and
 - (f) ensure that, in any contract it has with a Computer Application User, it has required that Computer Application User to validate the identity of each person who is to use the Computer Application prior to that Computer Application User seeking access to the Computer Application for that person, and that any information concerning any such person is completely and accurately maintained, including updating when necessary.
- 2.8 Client acknowledges that the EHR Interface 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 EHR Interface Services.
- 2.9 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 EHR System and to make accessible the EHR Information.
- 3.2 Client warrants that:
- (a) it is permitted under Applicable Laws to connect to the EHR System and receive EHR Information and will comply with the terms and conditions of this Schedule and the Agreement;
 - (b) no person other than its Representative who have a need to access EHR Information in connection with the Computer Application will access EHR Information;
 - (c) it will, and will cause each of its Representatives to, comply with Applicable Laws when it accesses the EHR Interface Services and assist eHealth Ontario in complying with eHealth Ontario's privacy obligations under Applicable Laws with respect to the EHR Interface Services;
 - (d) it will take all reasonable steps to protect the EHR System and EHR Information against any unauthorised access, collection, use, disclosure, modification, retention or disposal;
 - (e) it will not intentionally insert, into any part or component of EHR System or into the EHR 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 EHR Interface Services;
 - (g) it will ensure that the Computer Application records any and all access to the EHR Information, including the identity of any person who accessed the EHR Information, the Computer Application User through which that person accessed the EHR Information, the date, time and location of the access and any other information defined in the EHR Interface Specifications;
 - (h) it will provide logs of all such access to eHealth Ontario upon request; and
 - (i) it will not use or knowingly permit the use of the EHR System or EHR Information for research or any other secondary purposes unless permitted by Applicable Law.
- 3.3 Client will notify the eHealth Ontario Service Desk at the first reasonable opportunity (i) when adding or disconnecting any Computer Application User's access to EHR Information; (ii) upon the occurrence of any breach of any provision of this Schedule; or (iii) upon discovery or reasonable suspicion of any unauthorised access or use of the EHR System or EHR Information by any person or of any issue with the accuracy or integrity of EHR 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 EHR Information contained in any audit logs of its Computer Application or Client Systems for up to 120 days to facilitate the quarterly 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 EHR System and the entire outbound HL7 message from EHR System to Client. On a rolling basis any EHR 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 EHR Interface Services.
- 3.6 The Client or his/her delegate must generate an audit report on a subset of user access to the Computer Application and Client Systems on a quarterly basis. 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 2.7 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 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 the most recent Threat and Risk Assessment and Privacy Impact Assessment performed with eHealth Ontario. 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 to 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 Threat and Risk Assessment and Privacy Impact Assessment will be conducted by eHealth Ontario and the Client.
- 3.8 In the event a 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 EHR Interface 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 EHR System and EHR 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 applicable to Client. Security controls should endeavour to follow guidelines set out in ISO27002:2013 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 individual access or correction requests or complaints in respect of EHR 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 EHR Interface 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 EHR Information. In addition, eHealth Ontario may suspend or terminate the EHR Interface Services upon giving written notice to Client if the Ministry requires eHealth Ontario to suspend or terminate the EHR Interface 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 EHR Interface Services will be revoked.

5.5 **Suspension.** Client acknowledges that the Ministry may, in its sole and absolute discretion, direct eHealth Ontario to suspend an individual's access to EHR Information and, where so directed, eHealth Ontario will suspend such access within such period of time as the Ministry 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.

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 EHR Interface Services in accordance with generally accepted standards reasonably applicable to health care. The EHR Information made available through the EHR Interface Services is provided to eHealth Ontario by third parties and not verified by eHealth Ontario and may not necessarily contain all of the clinical information of a patient. eHealth Ontario will use commercially reasonable efforts to prevent the loss, corruption or alteration of EHR 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 EHR; (ii) the accessibility of EHR Information; or (iii) regarding the accuracy, completeness, reliability, currency or veracity of EHR Information accessible through the EHR System. eHealth Ontario assumes no liability for any diagnostic, treatment, health care decision or any other decision or action taken by any person accessing the EHR System.

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 EHR Interface Services and the safeguards implemented by eHealth Ontario to protect against unauthorized use and disclosure of and to protect the integrity of personal health information (as that term is defined in PHIPA) or Personal 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 EHR Interface 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 EHR Interface Services and related services are set out in the Agreement and this Schedule.

By signing below, Client is requesting the EHR Interface 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 EHR Interface Services

EHR Interface Services are the services provided by eHealth Ontario that allow a Client’s Computer Application to connect and communicate with the EHR System via the EHR Interface, to enable Computer Application Users to access the EHR Information for patients in their care, only for the purpose of providing or assisting in the provision of health care.

The EHR Interface is the interface that enables the Computer Application to connect and communicate with the EHR System in compliance with the EHR Interface Specifications.

Computer Application Users, as health care providers will be authorised to access the EHR 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. Health care providers may access EHR Information through one or more Computer Applications.

B. EHR Information

EHR Information includes the information in the EHR System as provided by health information custodians. The EHR presents the EHR Information as it is received. These health information custodians remain accountable for completeness and accuracy. Submitting health information custodians may amend EHR Information in the EHR System from time to time so when providing care, health care providers should always access the latest information in the EHR System.

C. Security and Privacy Safeguards

eHealth Ontario has implemented strong administrative, physical and technical safeguards, consistent with industry best practices and in compliance with Applicable Laws, to protect the personal health 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.