

This document (this “**Schedule**”) is the Schedule for Services related to the interface to OLIS (“**OLIS-Certified EMR Services**”) made pursuant to the eHealth Ontario Services Agreement (the “**Agreement**”) between eHealth Ontario and Client dated **<Insert date of SA: MMMM, dd, yyyy>** and is made effective as of **<Insert effective date: MMMM, dd, yyyy>** (the “**Effective Date**”). OLIS-Certified EMR 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 **Background and Definitions**

OLIS is a central provincial repository of laboratory orders and results reports operated by eHealth Ontario. The laboratory data within OLIS is intended to be used by Health Information Custodians to support their provision of health care to their patients. Client’s EMR Customers, will access OLIS by using a Certified EMR Application. This Schedule sets out the terms and conditions pursuant to which eHealth Ontario will permit Client to access OLIS-Certified EMR Services to provide a Certified EMR Application with respect to OLIS to its EMR Customers. eHealth Ontario and Client have also entered into a PKI Services Schedule (“PKISS”), pursuant to which public key infrastructure certificates will be issued to Client.

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

“**Certificate of Eligibility**” means a certificate, issued by OntarioMD Inc., confirming that EMR Services meet the requirements of the applicable provincial EMR specification;

“**Certified EMR Application**” means an EMR system or product that has been issued a Certificate of Eligibility;

“**EMR**” means an electronic medical record, which is a computer-based medical record that is specific to one practitioner, practice or organization and that contains demographic, medical and drug history, and diagnostic information such as laboratory results and findings from diagnostic imaging, related to the patients of the practitioner, practice or organization;

“**EMR Customers**” means sole practitioners or medical practice partnerships, or persons that operate a physician group practice, or any other Health Information Custodians that use a Certified EMR Application from Client;

“**Health Information Custodian**” means a health information custodian as defined in the *Personal Health Information Protection Act, 2004*, S.O. 2004, c. 3 (“PHIPA”);

“**MOHLTC**” means the Ministry of Health and Long Term Care (Ontario);

“**OLIS**” means the Ontario Laboratories Information System a central provincial repository of laboratory orders and results reports submitted by Participating Laboratories, as further described at <http://www.ehealthontario.on.ca/en/initiatives/view/olis>;

“**OLIS-Certified EMR Services**” means the services provided by eHealth Ontario that enable Client to provide access to OLIS through the Certified EMR Application for its EMR Customers;

“**Participating Laboratories**” means the participating laboratories with whom the MOHLTC has entered into agreements for the disclosure of laboratory data to the MOHLTC (which is then stored in OLIS);

“**Relevant PHI**” means personal health information (as defined in the *Personal Health Information Protection Act, 2004*, S.O. 2004, c. 4) contained in OLIS, namely, laboratory results reported from and entered by Participating Laboratories, including each patient’s name, date of birth, age and sex, health number or other primary identifier, symptomatic and specimen information and test results; and

“**Site Support Guide**” means the toolkit of materials and information about OLIS, a copy of which has been provided to Client and is also available on line at [www.ehealthontario.on.ca/docs](http://www.ehealthontario.on.ca/docs), as it may be updated from time to time by eHealth Ontario.

### **2 Provision of OLIS**

- 2.1 eHealth Ontario agrees to permit Client to access the OLIS-Certified EMR Services, and Client agrees to accept such access, in order to make accessible the Certified EMR Application to its EMR Customers in accordance with the terms and conditions of this Schedule to access or use Relevant PHI. Client will not allow an EMR Customer to use the Certified EMR Application to access or use the Relevant PHI until such time as Client receives confirmation in writing from eHealth Ontario that such EMR Customer has signed the required eHealth Ontario agreements and that EMR Customer may now access the relevant PHI.
- 2.2 With respect to the Client’s Certified EMR Application:
- a) Client will bear the cost and responsibility of maintaining the Certificate of Eligibility for its Certified EMR Application. Client acknowledges and agrees that its Certified EMR Application may be required to undergo additional conformance testing in the future (at Client’s cost) in order for Client to maintain its Certificate of Eligibility, including if the applicable provincial EMR specification is upgraded or if significant changes or enhancements are made to the OLIS-Certified EMR Services, to OLIS or to other eHealth Ontario services with which such OLIS-Certified EMR Services interact;
  - b) Client will ensure that its Certified EMR Application maintains the semantic integrity and completeness of any and all lab reports and data when providing such lab reports and data to an EMR Customer end user;
  - c) In maintaining and operating its interface with OLIS, Client will ensure its Certified EMR Application detect, process, and correct errors related to data transmissions with OLIS; and
  - d) Client will ensure all queries initiated by an EMR Customer end user through Client’s Certified EMR Application correctly identify that user and the Health Information Custodian(s) on whose behalf the query is submitted.
- 2.3 Client agrees to work with eHealth Ontario to disable viewing of specific lab reports in the event that erroneous data has been transmitted to Client’s Certified EMR Application.
- 2.4 eHealth Ontario may modify or upgrade OLIS in its sole discretion from time to time. eHealth Ontario will provide Client with notice of any system changes being made to OLIS, as soon as reasonably possible, as well as any related conformance testing scenarios and requirements in respect of Client’s Certified EMR Application.

### **3 Representatives**

- 3.1 Client is responsible for causing its Representatives to comply with the terms and conditions of this Schedule, and a breach of this Schedule by any of Client’s Representatives is a breach of this Schedule by Client.
- 3.2 Client represents, warrants and covenants that the information with respect to Client and any Representative provided by Client to eHealth Ontario complete and accurate. Should Client become aware of any change to, or inaccuracy or incompleteness of, that information, Client will give written notice of that change to eHealth Ontario.

### **4 Acceptable Use**

Client agrees, and will cause each of its Representatives, to make accessible the Certified EMR Application with respect to OLIS only in accordance with the Agreement and this Schedule, including without limitation, Section 5 hereof.

**5 Privacy and Security**

- 5.1 eHealth Ontario represents and warrants that, unless it provides notice to Client otherwise, it is permitted under Applicable Laws to make accessible the EHR Information.
- 5.2 Client represents, warrants and covenants to eHealth Ontario that:
- (a) it has the authority under Applicable Laws to connect its EMR Customers to OLIS, and to access Relevant PHI in or through such Certified EMR Applications.
  - (b) no person other than its Representatives who have a need to access Relevant PHI in or through EMR Customers' EMRs in order to provide a Certified EMR Application to EMR Customers will so access Relevant PHI;
  - (c) It and its Representatives will connect only its EMR Customers to OLIS, and will only access Relevant PHI in or through such EMR Customers' Certified EMR Application, and in each case only for the purpose of providing a Certified EMR Application to EMR Customers; and
  - (d) in accessing Relevant PHI in or through its EMR Customers' Certified EMR Applications, it will, and will cause each of its Representatives to:
    - (i) comply with all Applicable Laws;
    - (ii) not use any Relevant PHI to which it has access to in the course of providing a Certified EMR Application to its EMR Customer except as necessary in the course of providing such Certified EMR Application;
    - (iii) not disclose any Relevant PHI to which it has access to in the course of providing a Certified EMR Application to its EMR Customers; and
    - (iv) not permit any of its Representatives to have access to the Relevant PHI unless the Representative agrees to comply with this Section 5.2.
- 5.3 Client will, and will ensure that (where applicable) each of its Representatives will:
- (a) in the course of providing a Certified EMR Application to its EMR Customers, comply with any applicable eHealth Ontario Policies that it has been provided with access to, and take all reasonable steps to protect OLIS and the Relevant PHI against any unauthorized access, collection, use, disclosure, modification, retention or disposal;
  - (b) not intentionally insert, into any part or component of OLIS or into the Relevant PHI, 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;
  - (c) co-operate with any reasonable reporting, audit or monitoring program required by eHealth Ontario with respect to OLIS;
  - (d) ensure that the Certified EMR Application records any and all access to the OLIS Data, including the identity of any person who accessed the OLIS Data, and the date, time and location of the access; and
  - (e) provide logs of all such access to eHealth Ontario upon request.
- 5.4 Client will notify the eHealth Ontario Service Desk at the first reasonable opportunity (i) when any EMR Customer no longer requires access to or use of Relevant PHI or when a Health Information Custodian is no longer an EMR Customer meaning the agreement between the Health Information Custodian and Client has been terminated; (ii) upon the occurrence of any breach of any provision of Section 5.2 or 5.3; (iii) upon discovery or reasonable suspicion of any unauthorized access or use of OLIS by any third party or of any issue with the accuracy or integrity of the Relevant PHI; or (iv) in any other circumstances provided for in the Site Support Guide (each an "Incident").
- 5.5 In the event Client is obliged to notify eHealth Ontario pursuant to Section 5.4, Client will provide notice and otherwise assist eHealth Ontario in addressing the matter or Incident in accordance with the following procedures:
- (a) Client will notify the eHealth Ontario Service Desk immediately by telephone, following the procedure set out in the Site Support Guide ;

- (b) Client will provide reasonable assistance and co-operation to eHealth Ontario to investigate, verify and, with respect to Incidents described in Section 5.4, resolve the Incident, including co-operation in any applicable public response.

**6 Audit**

Client authorises eHealth Ontario and its Representatives, upon five (5) days written notice and during business hours, to inspect any records and documents in the possession or under the control of Client relating to the responsibilities of Client as provided under this Schedule. eHealth Ontario may exercise its rights under this Section 6 to verify compliance with the terms and conditions of this Schedule.

**7 Intellectual Property**

Subject to the rights granted by eHealth Ontario to Client in Section 2, nothing in this Schedule entitles Client or any of its Representatives to any ownership or intellectual property rights in or to OLIS or the data contained therein. Client (and each of its Representatives) has only the limited right to connect its EMR Customers to OLIS in accordance with the terms contained in this Schedule.

**8 Client General Representations, Warranties and Covenants**

Client represents, warrants and covenants to eHealth Ontario that: (a) it has the full right, power, legal capacity and authority to enter into and perform its obligations under this Schedule; (b) the entering into of this Schedule will not conflict with, or result in, a breach of the terms, conditions or provisions of, or constitute a default under, any Schedule to which it is bound; (c) if it is a corporation, it is duly incorporated, organized and in good standing under the laws of its jurisdiction of incorporation, and it will maintain its good standing throughout the Term; (d) if it is a partnership, it was formed and is in good standing under the laws of its jurisdiction of formation, and it will maintain its good standing throughout the Term; (e) throughout the term of this Schedule it will, and will cause its Representatives to, comply with all Applicable Laws.

**9 Term and Termination**

- 9.1 This Schedule will commence as of the Effective Date and will continue unless terminated in accordance with this Section 9.
- 9.2 eHealth Ontario may terminate this Schedule upon giving written notice to the Client if, in the opinion of eHealth Ontario acting reasonably, the 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 this Schedule if it reasonably believes that there is an emergency or extreme circumstance that would warrant such action including but not limited to a compromise of the integrity of the Relevant PHI.
- 9.3 Either party may in its sole discretion, without liability, cost or penalty, and without prejudice to any other rights or remedies under this Schedule or at law or in equity, terminate this Schedule at any time upon giving at least ninety (90) days prior written notice to the other party.
- 9.4 For a period of 10 business days following any date on which eHealth Ontario issues a notice to Client of any change to this Schedule, in accordance with Section 11, if such change is unacceptable to Client, Client may terminate this Schedule upon notice to eHealth Ontario in accordance with Section 11 without payment of any termination fees.
- 9.5 This Schedule terminates automatically without liability, cost or penalty to eHealth Ontario, and without prejudice to any other rights or remedies of eHealth Ontario under this Schedule, any

other agreement between eHealth Ontario and Client or at law or in equity, should the Agreement or the PKISS expire or be terminated for any reason whatsoever or should OntarioMD withdraw the Certificate of Eligibility issued to Client in respect of its Certified EMR Application. Client acknowledges that upon termination of this Schedule, Client will have its right to connect its EMR Customers to OLIS revoked.

- 9.6 In the event of any expiration or termination of this Schedule for any reason whatsoever, Sections 6, 7, 8, 10 and 11 herein will survive. Notwithstanding the foregoing, the provisions of this Schedule that by their nature extend beyond the expiration or termination of this Schedule will survive and remain in effect until all obligations are satisfied.

### **10 Limitations of Liability and Indemnity**

- 10.1 Except as expressly provided in this Schedule, eHealth Ontario makes no representations, warranties, conditions, covenants, promises or indemnities of any kind, express or implied, written or oral, statutory or otherwise:
- (a) with respect to the operation of OLIS or the accessibility of the Relevant PHI by EMR Customers; and
  - (b) regarding the accuracy, completeness, reliability, currency or veracity of the Relevant PHI.
- 10.2 Client acknowledges and agrees that eHealth Ontario will not be liable to Client or to any other person, for any losses, expenses, costs, damages or liabilities or any causes of action, actions, claims, demands, lawsuits or other proceedings in any way based upon, occasioned by, attributable to, or arising out of:
- (a) this Schedule or EMR Customers' access or use of OLIS or collection of Relevant PHI;
  - (b) any failure by Client or its Representatives to comply with this Schedule; or
  - (c) any suspension of EMR Customers' access to OLIS or termination of this Schedule.
- 10.3 In no event, whether in contract or tort (including negligence), as a result of breach of warranty, strict liability, indemnity or under any other theory of liability whatsoever, will eHealth Ontario be liable for any indirect, consequential, incidental, exemplary, punitive or special damages or for damages characterized as lost revenue, lost savings or lost profits, even if eHealth Ontario has been advised of the possibility of such damages in advance.
- 10.4 Client hereby agrees to indemnify, defend, and hold harmless eHealth Ontario and its Representatives from and against any and all expenses losses, costs, damages, and liabilities (including reasonable legal fees) which may be suffered or incurred by them arising, directly or indirectly, as a result of the breach by Client or any of its Representatives of this Schedule, any agreement with an EMR Customer, or the terms and conditions applicable to its Certificate of Eligibility.

### **11 Notices**

Any notice or other significant communication given pursuant to this Schedule will, unless otherwise indicated, be provided:

- (a) to eHealth Ontario, addressed to the eHealth Ontario Service Desk, at:

Email: [servicedesk@ehealthontario.on.ca](mailto:servicedesk@ehealthontario.on.ca)

Tel. 1-866-250-1554

- (b) to Client, addressed to the attention of its Authorized Representative.

### **12 Amendment**

eHealth Ontario may revise this Schedule from time to time, in its sole discretion, and Client agrees to abide by the Schedule as amended from time to time. eHealth Ontario will give Client notice of any such changes to the Schedule by providing notice in accordance with Section 11 and by posting the revised Schedule on its website at [www.ehealthontario.on.ca/docs](http://www.ehealthontario.on.ca/docs). Client's

(or any of its Representatives’) continued provision of a Certified EMR Application to any of its EMR Customer constitutes acceptance of such changes by Client.

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eHealth Ontario and Client identified below have entered into an eHealth Ontario Services Agreement. The terms and conditions which apply to Client’s provision of a Certified EMR Application with respect to OLIS to its EMR Customers are set out in the Agreement and this Schedule.

**By signing below, Client is requesting that eHealth Ontario permit Client, and Client agrees, to access the OLIS-Certified EMR Services and provide the Certified EMR Application with respect to OLIS to its EMR Customers, in accordance with the terms and conditions of this Schedule and the Agreement.**

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