

This document (this “**Schedule**”) is the Schedule for Services related to Registration and Sponsorship services (“**ONE ID Services**”), as further defined below, made pursuant to the eHealth Ontario Services Agreement (the “**Agreement**”) between eHealth Ontario and Client referenced below (“**Client**”) dated <effective date of SA: MMMM, dd, yyyy> and is made effective as of <insert effective date of schedule: MMMM, dd, yyyy> (the “**Effective Date**”). ONE ID 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, capitalised terms in this Schedule have the same meanings as those assigned to them in the Agreement:

“**Authentication Credential**” means any credential including a user identification, password, token, public key infrastructure certificate (PKI certificate), or any combination of these, that is issued by eHealth Ontario to a Computer Application or a Representative of Client or that is issued by an identity provider approved by eHealth Ontario to a Representative of Client, to allow the authentication of the Representative’s or Computer Application’s identity to a Sponsored Service.

“**CA**” means an individual or group of individuals designated by eHealth Ontario as its certificate authority and who are responsible for the registration, service enrolment, and authentication services provided by eHealth Ontario to clients.

“**Computer Application**” means any software program which is (i) licensed or owned by Client and (ii) operated by Client to further any of its legitimate business interests related to the provision of health care services.

“**Federated User**” means an individual Representative of Client that has been provided with an Authentication Credential that is not a ONE ID Credential.

“**LRA**” means an individual that has been delegated responsibility by a Sponsorship Organisation or the CA as the local registration authority for the performance of tasks associated with validating the identity, assigning a ONE ID Credential, Registering, enrolling Registrants and Federated Users in a Sponsored Service, and managing Registrants, Federated Users and Sponsored Service Users, as applicable, which are within the scope of his or her authority as delegated by a Sponsorship Organisation or the CA.

“**LRA Procedures Manual**” means the document that includes step-by-step procedures for LRAs to validate the identity of, and assign an Authentication Credential to, potential Registrants or other LRAs within the Client’s organisation; to enrol Registrants and Federated Users into Sponsored Services; and to support Sponsored Services Users once they are registered and enrolled into Sponsored Services. The LRA Procedures Manual addresses the roles, responsibilities and functions of LRAs who manage the processes related to the ONE ID Services for the Client’s organisation.

“**LRP**” means an individual Representative of Client who is designated by Client to be the legally responsible person who is accountable for registration matters, as described herein.

“**Local Registration Authority Acknowledgement**” means an agreement which governs how an individual who has been appointed as an LRA will perform his or her duties as an LRA, as amended from time to time and available at www.ehealthontario.on.ca/en/services/resources.

“**ONE ID Credential**” means any credential including a user identification, password, token, public key infrastructure certificate (PKI certificate), or any combination of these, that is issued by eHealth Ontario to an individual Representative of Client or to a Computer Application, to allow the authentication of the individual’s or Computer Application’s identity to a Sponsored Service.

“**ONE ID Services**” means the services described in sections 2, 3 and 4 below.

“**ONE ID Services Authorized Representative**” means the individual Representative(s) of Client and eHealth Ontario who Client and eHealth Ontario have respectively designated as the primary contact for notice with respect to matters relating to this Schedule.

“**Register**” means to provide a ONE ID Credential, establish a unique electronic identity and establish an Assurance Level for a Representative of Client or Computer Application, as applicable.

“**Registrant**” means either: (i) an individual Representative of Client who has been Registered and provided with an Authentication Credential, or (ii) a Computer Application which has been Registered and provided with an Authentication Credential as well as the Representative associated with the Computer Application designated by Client per section 3.12 below.

“**Registration**” is the process used to Register a Representative of Client or a Computer Application, as applicable.

“**Service Owner**” means an individual or organisation that provides one or more Sponsored Services for access by one or more Sponsored Service Users using a ONE ID Credential or an Authentication Credential. A Service Owner may be eHealth Ontario or a third party that owns or operates a Sponsored Service that is accessible using an Authentication Credential.

“**Sponsorship Organisation**” means any client of eHealth Ontario who has been given the authority to sponsor its Representatives for enrolment in one or more Sponsored Services.

“**Sponsored Service**” means any service or other resource which: (i) Client may access over eHealth Ontario’s technology infrastructure; and (ii) is made available to Client, possibly subject to a separate agreement, by eHealth Ontario or a Service Owner.

“**Sponsored Service User**” means (a) any individual Representative of Client that is a Registrant or Federated User, and that has been sponsored by Client to access or use one or more Sponsored Services; or (b) any Computer Application that is a Registrant that has been sponsored by Client to access or use one or more Sponsored Services.

2. Provision of ONE ID Services and Plain Language Description

- 2.1. When requesting the ONE ID Services, Client should complete, sign and submit this Schedule. The provision of ONE ID Services to Client is subject to the terms and conditions of the Agreement including this Schedule.
- 2.2. eHealth Ontario may in its sole discretion modify or upgrade the infrastructure that eHealth Ontario uses to provide the ONE ID Services, from time to time.
- 2.3. Client hereby acknowledges obtaining from eHealth Ontario the plain language descriptions (“ONE ID Plain Language Description”) of the ONE ID Services and the safeguards implemented by eHealth Ontario to protect against unauthorised use and disclosure of and to protect the integrity of Personal Information. The current copy of the ONE ID Plain Language Description is available at the eHealth Ontario website <http://www.ehealthontario.on.ca/en/services/one-id>. The ONE ID Services will substantially comply with the then current ONE ID Plain Language Description as updated or replaced from time to time.

3. Registration

- 3.1. From time to time, or upon the written request of eHealth Ontario, Client will recommend in writing one or more of its Representative to be appointed as LRA(s) representing Client. Client acknowledges that its recommendation does not guarantee that any individual recommended will be appointed as an LRA as eHealth Ontario’s CA has the sole authority to determine whether to accept any individual recommended as an LRA, and will notify Client in writing if its recommendation has been rejected. LRAs accepted by eHealth Ontario’s CA will assist eHealth Ontario’s CA in executing Registration and/or enrolment functions, as applicable, within Client and Client will cause each accepted LRA to fulfil his or her duties in accordance with the terms and conditions of this Agreement.

- 3.2. Client designates the individual Representative of Client who has executed this Schedule on its behalf as the LRP. Should Client wish to change the designated LRP, Client must send a written notice to eHealth Ontario's CA, and comply with any authentication or Registration requirements set out by eHealth Ontario related to designation of the new LRP.
- 3.3. The LRP must identify the recommended LRA. Should the LRP wish to delegate this responsibility to another authorised Representative of the Client ("LRP Delegate"), a written notice must be sent to eHealth Ontario's CA. The LRP would be required to sign the LRP Delegate form when identifying LRP Delegate(s) who can recommend LRA for the Client's organisation. The LRP Delegate form is available by accessing the ONE ID Registration Community at www.ehealthontario.on.ca/en/services/resources or upon request from eHealth Ontario at ONEIDBusinessSupport@ehealthontario.on.ca.
- 3.4. A copy of the Local Registration Authority Acknowledgement that any individual recommended as an LRA would be required to sign is available at www.ehealthontario.on.ca/en/services/resources. Client will provide eHealth Ontario with a copy of the then current Local Registration Authority Acknowledgement signed by the individual recommended as an LRA by sending same to eHealth Ontario's CA at the address for eHealth Ontario set out on that form.
- 3.5. eHealth Ontario is responsible for providing Client with a copy of the LRA Procedures Manual by sending same to Client or by providing a copy to one or more of the LRAs representing Client.
- 3.6. eHealth Ontario has the right, at any time, to suspend or revoke the appointment of any LRA for any reason and will provide Client with written notice at the time of suspension or revocation. The written notice from eHealth Ontario will include the reason(s) for the suspension or revocation.
- 3.7. Client may request that the appointment of an individual appointed as an LRA representing Client be suspended or revoked by providing written notice of same to eHealth Ontario's CA.
- 3.8. The LRP may request that the designation of any individual identified by Client as an LRP Delegate be suspended, revoked or changed by providing written notice to eHealth Ontario's CA and completing and signing the LRP Delegate form, available by accessing the ONE ID Registration Community at www.ehealthontario.on.ca/en/services/resources or upon request from eHealth Ontario at ONEIDBusinessSupport@ehealthontario.on.ca.
- 3.9. Client acknowledges that upon termination of this Schedule or the Agreement, the appointment of all individuals appointed as LRAs representing Client will be revoked.
- 3.10. Client will cause each LRA that Client has recommended and eHealth Ontario has appointed to fulfill his or her duties in accordance with the terms and conditions of this Schedule and the Agreement, including the LRA's obligations as set out in the Local Registration Authority Acknowledgement as the case may be and the LRA Procedures Manual. Client will notify eHealth Ontario if the relationship with any LRA recommended by Client and appointed by eHealth Ontario is terminated or has changed.
- 3.11. When Registering any individual as a Registrant with eHealth Ontario, Client will cause the individual to agree to be bound by eHealth Ontario's then current Acceptable Use Policy subject to any amendments made to that policy by eHealth Ontario from time to time. If a Registrant will not so agree, the LRA(s) representing Client will not Register the individual with eHealth Ontario, provide that individual with a ONE ID Credential or enrol him or her in any Sponsored Services. Client will notify eHealth Ontario immediately if Client becomes aware of any breach or likely breach of eHealth Ontario's Acceptable Use Policy by any Registrant or Sponsored Service User.
- 3.12. For each Registrant that is a Computer Application, Client will designate one or more Representatives who will act as contacts for eHealth Ontario. Each such Representative will also be a Registrant. Client may replace any such Representative by giving written notice of the replacement to the CA of eHealth Ontario which notice includes the replacement's name and contact information, and any such replacement Representative will also be a Registrant.
- 3.13. Without limiting Client's responsibility for the acts and omissions of its Representatives or End Users, the Client is deemed to be responsible for any use of the ONE ID Service or any Sponsored Services by a Registrant that is a Computer Application or any other act or omission attributable to a Registrant that is a Computer Application.

4. Sponsorship

- 4.1 Upon receipt of authorization by eHealth Ontario from a Service Owner and written confirmation by eHealth Ontario that the Service Owner has approved Client, Client will be permitted to act as a Sponsorship Organisation to (a) sponsor and enroll Registrants into the authorized Sponsored Service associated with that Service Owner, and, (b) where permitted by eHealth Ontario and the Sponsored Service Owner, to sponsor and enroll Federated Users, into the authorized Sponsored Service associated with that Service Owner.
- 4.2 Client's role as a Sponsorship Organisation is subject to the terms and conditions of the Agreement and this Schedule.
- 4.3 As a Sponsorship Organisation, Client is responsible for:
- (i) Ensuring that all requirements related to Client, Registrant and Federated User access to a Sponsored Service are met, including any applicable agreement requirements, prior to enrolling a Registrant or Federated User into that Sponsored Service;
 - (ii) Determining whether or not a Registrant or Federated User who requests the Sponsored Service is eligible to be a Sponsored Service User of the Sponsored Service;
 - (iii) Attesting that Registrants or Federated Users have a legitimate business requirement associated with the provisioning of health care related services to be enrolled in the Sponsored Services and that such Registrants or Federated Users meet the eligibility requirements for the Sponsored Services as provided by eHealth Ontario to Client from time to time, as determined by the Service Owner;
 - (iv) Confirming and supplying the information required for enrolment in a Sponsored Service to eHealth Ontario;
 - (v) Obtaining any necessary consents, and meeting other applicable requirements, under Applicable Laws before collecting, using, or disclosing Personal Information of a Registrant or Federated User;
 - (vi) Informing eHealth Ontario if any Sponsored Service User sponsored by Client: (a) no longer has a legitimate business requirement to be enrolled in any of the Sponsored Services, or (b) no longer meets the eligibility requirements for any of the Sponsored Services; and
 - (vii) Upon the request of eHealth Ontario, providing a listing of all Sponsored Service Users or former Sponsored Service Users which the Client has enrolled in any Sponsored Services. Such report will include such details and be prepared in a form that is acceptable to eHealth Ontario (acting reasonably).
- 4.4 Notwithstanding anything to the contrary in the Agreement, where Client acts as a Sponsorship Organisation for a Sponsored Service, Client agrees that eHealth Ontario may disclose to the Service Owner of that Sponsored Service a subset of Confidential Information related to Client's ONE ID Service sponsorship activity including, details related to the Client's Sponsored Service User enrollment and activity as it relates to the use of the Sponsored Service, such as dates of enrollment, Client's Sponsored Service User legal name, login ID and logs associated with this activity, provided that, unless required under Applicable Laws, no Personal Information of the Client's Sponsored Service Users will be disclosed by eHealth Ontario to the relevant Service Owner.

5. Representations

- 5.1. Client represents, warrants and covenants that the information with respect to any Registrant, Federated User, LRP, LRP Delegate, LRA or other Representative provided by Client to eHealth Ontario is complete and accurate. Should Client become aware of any change to that information, Client will give written notice of that change to eHealth Ontario.

6. Audit

- 6.1. 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 responsibilities of Client as provided under this Schedule including the tasks and activities to be performed by the LRP, LRP Delegate(s) or the LRA(s).
- 6.2. eHealth Ontario may exercise its rights under this section 6 to verify compliance with the terms and conditions of this Schedule and any applicable terms of the Agreement, including the LRA obligations set out in the Local Registration Authority Acknowledgement as the case may be.

7. Use

- 7.1. Client acknowledges that the ONE ID Services (if any) is provided to Client solely for Client's own use and not for use by any other person. Client will not permit any other person to use the ONE ID Services.

8. Limitations of Liability

- 8.1. Except as otherwise expressly set forth in this Schedule, in no event will either party be liable to the other party 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 Schedule or the Agreement, for any and all claims will not in the aggregate exceed the greater of:

- (i) \$1,000,000.00; or
- (ii) \$5,000.00 multiplied by the number equal to all of the enrolments of any Registrant in any Sponsored Service initiated or completed by a Representative of Client.

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 Schedule or of any remedy.

- 8.2. The limitation set out in section 8.1 does not apply to any claim arising from the fraud or wilful misconduct of a party or from any breach by a party of any of its obligations under section 5 or under any confidentiality, privacy or security related clauses of the Agreement.
- 8.3. eHealth Ontario expressly disclaims any representations, warranties, or conditions with respect to or arising from the services described in this schedule whether express or implied, past or present, statutory or otherwise, including without limitation, any implied warranties and conditions of merchantable quality or fitness for a particular purpose.

9. Contact

- 9.1. Each party has designated an Authorized Representative within the Agreement, and may designate a different Authorized Representative for the purposes of this Schedule. The contact information for eHealth Ontario's Authorized Representative for the purposes of this Schedule ("ONE ID Services Authorized Representative") is set out below:

eHealth Ontario ONE ID Services Authorized Representative

eHealth Ontario Certificate Authority (ONE ID)
777 Bay Street, Suite 701
Toronto, ON, M5G 2C8
Phone (eHealth Ontario Service Desk): 1-866-250-1554 (advise Service Desk to contact the ONE ID department)
ONEIDBusinessSupport@ehealthontario.on.ca

with a copy to : General Counsel

Attention: General Counsel, Legal Services
P.O. Box 148,
777 Bay Street, Suite 701
Toronto, Ontario
M5G 2C8
email: GeneralCounsel-CorporateSecretary@ehealthontario.on.ca

9.2. The contact information for Client’s Authorized Representative for the purpose of this Schedule is set out below:

Client ONE ID Services Authorized Representative

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

9.3. Where the Client does not set out a ONE ID Services Authorized Representative above, the Client’s ONE ID Services Authorized Representative for matters related to this Schedule will be the Client’s Authorized Representative, designated under the Agreement.

9.4. Either party may change its ONE ID Services Authorized Representative for the purposes of this Schedule or update the contact information for the designated ONE ID Services Authorized Representative by giving written notice to the other party setting out the name and contact information of the new ONE ID Services Authorized Representative.

9.5. Each of the Client ONE ID Services Authorized Representative and eHealth Ontario ONE ID Services Authorized Representative, listed in this section, is responsible for coordinating all matters relating to this Schedule unless otherwise set out in this Schedule.. If the contact for specific matters related to this Schedule is different than set out in this section, then the contact information of such delegated Representative(s) will be provided during the onboarding process for the Client.

9.6. Unless otherwise set out in this Schedule, any notice or other significant communication given pursuant to this Schedule will be given to the other party’s ONE ID Services Authorized Representative at the contact information set out herein or in the Agreement as applicable.

10. General

10.1. With respect to section 16 of the Agreement, the plain language description, LRA Procedures Manual, Acceptable Use Policy and Local Registration Authority Acknowledgement are incorporated as part of this Schedule.

- 10.2. Client is responsible for causing its Representatives to comply with the terms and conditions of this Schedule, and a breach of this Schedule by Representative is a breach of this Schedule by Client.
- 10.3. The provisions of this Schedule which by their nature extend beyond the expiration or termination of this Schedule will survive and remain in effect until all obligations are satisfied including without limitation sections 5, 6, 8, 9 and 10.2.

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

By signing below, Client is requesting the ONE ID 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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