

ONE Mail Direct Account Access Policy

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1. Purpose

This ONE Mail Direct Account Access Policy (this “**Policy**”) is the policy referred to in the ONE Mail Direct Services Schedule and is in place to clearly set out the terms and conditions under which a Client, End User, eHealth Ontario, or any third party, might gain access to an Account provided under such Schedule. This Policy is meant to ensure that only the End User of the Account has access to the contents of that Account unless the specific circumstances outlined within this Policy can be demonstrated.

eHealth Ontario may revise this Policy from time-to-time in accordance with the terms and conditions of the ONE Mail Direct Services Schedule, and any revisions will be posted at <http://www.ehealthontario.on.ca/en/services/resources>. Clients, End Users, and any third parties seeking access to an Account are responsible for checking this website for updates to this Policy.

2. Scope

This scope of this Policy includes access to Accounts that are sponsored by Clients and access to Accounts that are sponsored by eHealth Ontario.

3. Access Approval Process

Requests for access to an Account should be sent to the ONE Mail general e-mail account at: onemailinfo@ehealthontario.on.ca. All requests will be managed by a ONE Mail customer service representative and reviewed by the manager of the ONE Mail program. If a request requires additional approval from the privacy or legal teams of eHealth Ontario, as outlined in the situations detailed in this Policy, the applicable individuals will be contacted.

Following the review process, the person requesting access will be notified of the decision. If that person is granted access to that Account, the necessary information to gain access will be provided.

4. Glossary

In addition to any terms defined in the ONE Mail Direct Services Schedule and the Services Agreement, or the ONE Mail Direct Service for Regulated Health Care Professionals Agreement, as applicable, capitalized terms in this this Policy have the meanings set out below

Term	Definition
“ Account ”	As defined in Schedule “A” of the ONE Mail Direct Services Schedule, an email account with an address book for storing contact information, a calendar for storing appointments, a tool for tracking tasks and an email box.
“ Authentication Credential ”	An authentication mechanism, such as a username and password, PKI Certificate or a token that is issued and used in order to access an Account and prove identity.

“Client”	For the purposes of this Policy, means the counterparty identified in the applicable ONE Mail Direct Services Schedule
“Disabled Account”	Means, in relation to an Account, to: (a) remove the ability for the End User to login to the Account; (b) remove the End User from the ONE Mail Directory; (c) restrict the ability to send e-mails from the Account; and (d) preserve or archive the Client Content associated with the Account, which may be accessed by the End User by making a request to eHealth Ontario.
“End User”	For the purposes of this Policy, any individual who has been provided an Account, and issued Authentication Credentials, including a username and password, to access and use that Account.
“ONE Mail Direct Service”	The e-mail hosting services provided to Clients, and their End Users, as further described at http://www.ehealthontario.on.ca/en/for-healthcare-professionals/one-mail
“Policy”	Means this Account Access Policy.

5. Policy - General

1. Access to an End User’s Account, including access for the purpose of monitoring incoming or outgoing e-mails or access to the contents of an Account, is limited to the End User that has been assigned that Account, subject to the exceptions listed in this Policy.
2. eHealth Ontario will not access, inspect, monitor or disclose the content of an End User’s Account without the prior written consent of the applicable End User, except when:
 - a) Required under Applicable Laws, as evidenced by a judicial instrument such as a validly issued search warrant;
 - b) There is reliable evidence indicating that a violation of Applicable Laws or any policy applicable to the ONE Mail Direct Services has taken place;
 - c) In response to any circumstances where failure to act could reasonably be expected to hamper the ability of eHealth Ontario to: (i) function administratively; (ii) operate and maintain its information infrastructure; or (iii) meet its obligations to provide ONE Mail (excluding circumstances pertaining solely to the local systems of a Client) that have been identified to the responsible eHealth Ontario executives;
 - d) Required in connection with, or as a result of, the performance of anti-virus or anti-spam monitoring and protection activities; or

- e) Required by the eHealth Ontario ONE Mail administrators to carry out their duties.
3. eHealth Ontario will notify the Client of any request for non-consensual access to the contents of an End User's Account, unless eHealth Ontario is required to make a non-consensual disclosure under Applicable Laws or is otherwise not permitted under Applicable Laws to disclose that such a request was made.
4. Before access to an End User's Account is provided to any person under this Policy, the person to which access is being sought must be authenticated by eHealth Ontario in accordance with its then current authentication requirements.
5. eHealth Ontario may assist a Client in obtaining access to email in an Account sponsored by that Client, where such e-mail is resident on an eHealth Ontario server, in response to a validly issued search warrant presented by the Authorized Representative of such Client; provided that, such search warrant has been presented to eHealth Ontario's General Counsel for review and eHealth Ontario has not appealed such search warrant to the judicial body that issued the search warrant.
6. All non-consensual requests for access to an Account pursuant to Applicable Laws (for example, a warrant presented by the police) must be directed to eHealth Ontario's General Counsel. All other requests for access to an Account by a Client must be directed to onemailinfo@ehealthontario.on.ca.

6. Policy – Access to Accounts Sponsored by a Client

1. Access to an Account will generally be provided to the End User of that Account unless the End User is no longer a Representative of the Client that sponsored that Account or that Account has been Deactivated.
2. Where an Account has been Deactivated and the End User makes a request to access that Account, eHealth Ontario will only provide the End User with such access to that Account with the written consent of the Client or where required under Applicable Laws, provided that the Account has not already been Deleted.
3. Unless the Client provides written evidence to eHealth Ontario that the applicable End User has consented to Client accessing his or her Account, eHealth Ontario will not provide the Client with non-consensual access to the contents of any Account, except pursuant to a validly issued search warrant processed as set out above in Policy – General, or as set out below.
4. In limited circumstances, as specified below, and insofar as it is within its ability, including under Applicable Laws, to do so, eHealth Ontario may provide the Client with non-consensual access to the contents of an Account sponsored by that Client, provided that:
 - a) All requests for non-consensual access have been sent to eHealth Ontario for review in accordance with its internal processes, as set out above in Policy – General;

- b) In very limited circumstances, eHealth Ontario may assist a Client in accessing an administrative or operational Account of an End User who is an LRA designated by the Client, provided that:
 - i) The request is received from the Authorized Representative of that Client;
 - ii) The Client can demonstrate, to the reasonable satisfaction of eHealth Ontario, that it is the party that sponsored that Account and that End User is not using the Account for personal use or work on behalf of other organizations;
 - iii) The Client can demonstrate, to the reasonable satisfaction of eHealth Ontario, that such End User is unable or unwilling to provide the Client with the access required, along with valid reasons why access is required; and
 - iv) A person with legal signing authority for the Client provides written notice to eHealth Ontario stating that the Account is used solely for the administrative or operational purposes of the Client, with such notice including acceptance on behalf of the Client of any and all liability for access to, or disclosure of, any Personal Information or confidential information that may be in that Account;
 - c) Unless otherwise prohibited by Applicable Laws, eHealth Ontario may provide a Client with access to an Account sponsored by the Client where the Account is:
 - i) Under a vanity domain of the requesting Client;
 - ii) A generic administrative Account that is solely owned by that Client, not assigned to any particular End User, and the organization can demonstrate, to the reasonable satisfaction of eHealth Ontario, that it is solely owned by that Client (for example, via a generic email address: admin@Participatingorganization.com); and
 - iii) A person with legal signing authority for the Client provides a written notice to eHealth Ontario stating that the Account is not assigned to any particular End User and is used solely by the Client, with such notice including acceptance on behalf of the Client of any and all liability for the disclosure of any Personal Information or confidential information contrary that may be in that Account.
5. If the ONE Mail Direct Services Schedule between a Client and eHealth Ontario is terminated for any reason, eHealth Ontario will work with that Client's LRA to transition the contents of the affected End User Accounts (the e-mail box, task list, calendar and contacts associated with that Account) to the Client's e-mail system; provided that, the Client's LRA submits a written request to the ONE Mail info box (at: onemailinfo@ehealthontario.on.ca) within 30 days of such termination and such request includes the written authorization of each End User who has consented to such transition of their Account.

7. Policy – Access to Accounts for Individuals Sponsored by eHealth Ontario

1. Access to an Account for an individual sponsored by eHealth Ontario will only be provided to the individual that Account was provided to pursuant to the applicable ONE Mail Direct Service Agreement, unless disclosure is required under Applicable Laws.
2. Upon request by the individual, eHealth Ontario will provide that individual with access to his or her Disabled Account, where within eHealth Ontario's ability to do so and provided the contents of the Account have not been Deleted.
3. Where an Account is terminated, due to the termination of the applicable ONE Mail Direct Service Agreement between the individual and eHealth Ontario or for any reason, eHealth Ontario will, upon the written request of the individual, provide that individual with access to the Account; provided that he or she submits the required forms to the ONE Mail info box: onemailinfo@ehealthontario.on.ca within 30 days of such termination.

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