

This document (this “**Schedule**”) is the Schedule for Services related to the identity management (“**Identity 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**”). Identity 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:

“**Authentication**” means any process that verifies the identity of an End User or establishes the validity of a transmission, message, or its originator;

“**Credential**” means any electronic credential, including End User IDs (the electronic information consisting of a string of characters that identifies an End User), passwords, tokens, public key infrastructure, certificates, or any combination of these issued by eHealth Ontario or Client to Authenticate an End User’s identity;

“**Federation**” means the network of computer applications, systems, registries, databases or files of the Ontario health care sector which are accessible through eHealth Ontario;

“**Identity Provider Policy**” means the eHealth Ontario Identity Provider Policy for Identity Providers, a copy which has been provided to Client and may be found on the eHealth Ontario website at <http://www.ehealthontario.on.ca/en/services/resources>;

“**Identity Provider Standard**” means the eHealth Ontario Identity Provider Standard, a copy which has been provided to Client and may be found on the eHealth Ontario website at <http://www.ehealthontario.on.ca/en/services/resources>;

“**Identity Access and Management System**” means Client’s computer system, applications, devices, practices, policies and procedures for creating, maintaining, securing, validating, asserting and managing End Users’ electronic identities and Credentials;

“**Incident**” means a Privacy Breach or a Security Breach as defined in the Identity Provider Standard;

“**Registration**” means the process by which a unique electronic identity are established for an End User; and

“**Specifications**” means the eHealth Ontario SAML Federation Specifications, as applicable, a copy which has been provided to Client and may be found on the eHealth Ontario website at <http://www.ehealthontario.on.ca/en/services/resources>;

2. Identity Services and Plain Language Description

2.1 In this Schedule, Identity Services enable Client’s End Users to use their Credential to access computer applications, systems, registries, databases or files within the Federation without the need for additional credentials and include processes or mechanisms that perform the following functions:

- (a) receives and verifies electronic requests from Client’s systems including the Credential from Client’s Identity Access and Management System to access computer applications, systems, registries, databases or files within the Federation; and
- (b) relays those verified electronic requests from Client to those computer applications, systems, registries, databases or files within the Federation.

When requesting the Identity Services, Client should complete, sign and submit this Schedule. The provision of Identity Services is subject to the terms and conditions of the Agreement including this Schedule. Client will bear its own costs with respect to using the Identity Services and compliance with the terms and conditions of this Schedule.

- 2.2 Client hereby acknowledges obtaining from eHealth Ontario the plain language descriptions (“Identity Plain Language Description”) of the Identity 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 Identity Plain Language Description is available at the eHealth Ontario website at <http://www.ehealthontario.on.ca/en/services/resources>. The Identity Services will substantially comply with the then current Identity Plain Language Description as updated or replaced from time to time.
- 2.3 eHealth Ontario may amend the Identity Plain Language Descriptions from time to time and will give Client notice of any change to plain language descriptions in accordance with Section 14 of the Agreement and by posting the revised Identity Plain Language Descriptions on its website at <http://www.ehealthontario.on.ca/en/services/resources>.
- 2.4 Client acknowledges that the provision of Identity Services does not guarantee access to any computer applications, systems, registries, databases or files within the Federation. Client is solely responsible for arranging access to such computer applications, systems, registries, databases or files with the parties responsible for same and eHealth Ontario disclaims any responsibility or liability for Client or its End Users not obtaining access.
- 2.5 Client acknowledges that it must enter into, or already have agreed to, a ONE ID Services Schedule with eHealth Ontario in order to sponsor enrolment of its Representatives into any service within the Federation that may be accessible through this Schedule. If the ONE ID Services Schedule is terminated or suspended for any reason eHealth Ontario may suspend the Identity Services without liability, cost or penalty, and without prejudice to any other rights or remedies under the Agreement or at law or in equity.
3. **General**
- 3.1 Client will cause its Representatives to comply with the terms and conditions of this Agreement. A breach of this Agreement by any Representative of Client is a breach by Client.
- 3.2 Both Client and eHealth Ontario agree that in connection with this Schedule they will, and will cause each of their Representatives to, comply with all Applicable Laws.
- 3.3 Each party agrees to provide the other party with such information as the other party may reasonably require to perform its responsibilities and exercise its rights under this Schedule.
- 3.4 In addition to any rights under the Agreement, Client authorises eHealth Ontario and its Representatives, upon five 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.
- 3.5 Client will not permit any unauthorized person to access the Federation and will ensure that any access to the Federation by any of its Representatives is solely on its behalf for legitimate purposes related to the Identity Services.
- 3.6 Where Client delegates any of its responsibilities under this Schedule to a third party, such third party will be considered a Representative of Client and Client will enter into agreements with such third party to ensure the third party carries out any delegated responsibilities in accordance with the requirements in this Schedule.
- 3.7 Client agrees to provide reasonable assistance to eHealth Ontario, as directed by eHealth Ontario in writing, with eHealth Ontario’s compliance with Applicable Laws, including PHIPA and FIPPA.
- 3.8 With the exception of the Agreement and any other document attached thereto or referencing this Schedule, this Schedule constitutes the entire agreement between eHealth Ontario and Client with respect to the subject matter hereof and supersedes any prior agreements, understandings, negotiations and discussions, whether oral or written, between eHealth Ontario and Client. eHealth Ontario and Client acknowledge and agree that the execution of this Schedule has not been induced

by, nor have neither eHealth Ontario nor Client relied upon or regard as material, any representations or writings whatsoever not incorporated and made a part of this Schedule.

4. **Registration and Authentication**

- 4.1 Client agrees to comply with the requirements of the Identity Provider Policy, Identity Provider Standard and Specification as amended from time to time.
- 4.2 Client will establish Registration and Authentication processes for its End Users which comply with eHealth Ontario's requirements for the collection of End User information as set out in the Identity Provider Policy and Identity Provider Standard. Client will ensure that all Credentials that it issues and all identities and attributes related to such Credentials meet the requirements in the Identity Provider Standard, Identity Provider Policy and Specifications.
- 4.3 It is the sole responsibility of Client to ensure that only those End Users who attain and maintain the required assurance level (as set out in the Identity Provider Policy and Identity Provider Standard) and have a need to access the Federation receive Authentication as eHealth Ontario disclaims any responsibility or liability for the Authentication of End Users.
- 4.4 Client will provide to eHealth Ontario the Credentials it uses for each and every End User that seeks access to the Federation, in compliance with the Specifications. Client represents and warrants that any and all End User information provided to eHealth Ontario is accurate and valid. eHealth Ontario will be permitted to disclose such information to parties within the Federation to the extent necessary for the purpose of or in connection with access to the Federation.
- 4.5 Client will retain all information related to the Identity Services, including End User information and all logs, for the retention periods set out in the Identity Provider Standard.
- 4.6 Upon notice, Client will disclose to eHealth Ontario such End User information and logs collected or created by Client for Registration and Authentication as may be requested by eHealth Ontario.
- 4.7 Client is solely responsible for ensuring it has the rights necessary and required under Applicable Laws to disclose the Credentials, End User information, identities, attributes and logs to eHealth Ontario. Client will provide all assistance that eHealth Ontario reasonably requests in regard to any concerns or complaints received by eHealth Ontario relating to the collection, use or disclosure of any of the above and related to the Identity Services provided under this Schedule.
- 4.8 Client is solely responsible for establishing the scope of authority for each of its Representatives who performs tasks related to the Registration or Authentication of its End Users and that such Representatives operate within their delegated scope. Client will ensure that such Representatives do their delegated tasks in accordance with the requirements set out in the Identity Provider Policy and Identity Provider Standard.
- 4.9 Any issues related to Identity Services that are raised by Clients' End Users will be handled by the Clients' Representatives referred to in Section 4.8 above. In the event that such issues require escalation to eHealth Ontario then only the Primary Contact or his/her designate may contact the eHealth Ontario Help Desk.
- 4.10 The Identity Provider Policy, Identity Provider Standard and Specification may be amended from time to time by eHealth Ontario, which will give Client at least 120 days written notice of any such amendment by providing notice in accordance with Section 7.1 and by posting the revised Identity Provider Policy, Identity Provider Standard or Specification, as applicable, on its website at <http://www.ehealthontario.on.ca/en/services/resources>. Client is responsible for reviewing and retaining a copy of any amended Identity Provider Policy, Identity Provider Standard and Specification.
- 4.11 If Client is not in compliance with one or more requirements of the Identity Provider Policy, Identity Provider Standard or Specification, as the case may be, including in compliance within the time limit required for any amendment set out in Section 4.10, eHealth Ontario may, in its sole discretion, restrict or suspend Client's rights under this Schedule until such time as eHealth Ontario determines, acting reasonably and in good faith, that Client has met the applicable requirements. If eHealth

Ontario exercises its rights under this Section 4.10, in each case eHealth Ontario will give notice to Client in accordance with Section 7.1.

- 4.12 Notwithstanding anything to the contrary in this Schedule, if at any time Client is not in compliance with one or more requirements in the Identity Provider Policy, Identity Provider Standard or Specification, including as same may have been amended from time to time, eHealth Ontario and Client will meet to discuss such non-compliance. eHealth Ontario will, in its sole discretion, determine whether such non-compliance is material or a breach of Applicable Laws and whether a time limited work-around is acceptable in the circumstances. If eHealth Ontario approves such a work around it will specify the time by which compliance must be achieved, along with any other conditions deemed necessary for compliance (such as milestones, notification to any concerned party within the Federation of the non-compliance, any limitations or approvals required, etc.). eHealth Ontario may rescind any such work around and exercise its rights under Section 4.11 where, in its sole discretion, it determines that Client is not proceeding diligently with the work around, an inspection of records and documents under Section 3.4 reveals any non-compliance with the requirements in the Identity Provider Policy, Identity Provider Standard or Specification not previously disclosed by Client or any concerned party within the Federation directs eHealth Ontario to suspend Client's access to that party's computer applications, systems, registries, databases or files.

5. Privacy and Security

- 5.1 Client's Primary Contact or his/her delegate will at the first reasonable opportunity report to eHealth Ontario's Service Desk at 1-866-250-1554 or servicedesk@ehealthontario.on.ca each suspected or confirmed Incident involving the Identity Services of which Client becomes aware of. When reporting any such Incident, Client will provide all information that it is reasonably able to provide with respect to the Incident.
- 5.2 Client will provide reasonable assistance to, and co-operate with, eHealth Ontario, to contain, investigate, verify and resolve any suspected or confirmed Incident discovered by or reported to eHealth Ontario, including co-operation in any public response.
- 5.3 Upon discovery by, or notification to, eHealth Ontario of a suspected or confirmed Incident, eHealth Ontario may:
- (a) suspend the rights of Client or its Representatives under this Schedule and
 - (b) suspend the Identity Services
- until such time as eHealth Ontario is satisfied, in its sole discretion, that the suspected or confirmed Incident has been contained or otherwise resolved.
- 5.4 In the event:
- (a) of a suspected or confirmed Incident impacting Client's infrastructure, Authentication Credentials or Personal Information provided to eHealth Ontario; or
 - (b) that Personal Information provided to eHealth Ontario by Client has been lost, stolen, or accessed by unauthorized persons, or has been used, disclosed, copied, modified or disposed of other than in accordance with the terms of this Schedule,
- eHealth Ontario will notify Client's Primary Contact or his/her delegate at the first reasonable opportunity.
- 5.5 eHealth Ontario will only transfer, use or disclose, as applicable, any Personal Information provided by Client and related to the Identity Services to parties within the Federation to the extent necessary for the purpose of or in connection with access to the Federation.
- 5.6 To the extent that a privacy impact assessment is required for its participation in the Federation, Client is solely responsible for conducting such an assessment and will, upon the written request of eHealth Ontario, provide a summary of the assessment to eHealth Ontario.
- 5.7 Upon the written request of eHealth Ontario, Client will provide reasonable assistance to eHealth Ontario in connection with eHealth Ontario conducting its own privacy impact assessment of the Identity Services. To the extent any such assessment identifies any privacy risks related to Client's

use of the Identity Services, Client will work with eHealth Ontario to implement risk mitigation activities.

- 5.8 In accordance with the requirements in the Identity Provider Standard, Client will:
- (a) give notification to its End Users of eHealth Ontario's legal authority for, and the purpose of, the collection of their Personal Information, including details of the purposes for which the individual's Personal Information is to be used and disclosed by eHealth Ontario; and
 - (b) obtain End Users' consent to such collection, use, or disclosure, as required by Applicable Laws to allow disclosure of such information to eHealth Ontario for the purposes of this Schedule; and
- 5.9 Client will comply with all requirements in the Identity Provider Standard, Identity Provider Policy, Specifications, and the administrative, technical and physical safeguards required for protecting Personal Information according to the level of the information's sensitivity, as set out in the Identity Provider Standard.
- 5.10 Client will create and keep secure logs of the outcome of all Authentication transactions for its End Users in accordance with the requirements in the Identity Provider Policy and Identity Provider Standard.
- 5.11 Where Client conducts a threat risk assessment of the processes and related technology that it uses for Registration and Authentication and how Client meets the requirements in this Schedule related to security, Client will provide a copy of such assessment upon request to eHealth Ontario.
- 5.12 Where eHealth Ontario conducts a threat risk assessment related to the Federation or Client's Identity Access and Management System, Client will work with eHealth Ontario to implement risk treatment plans or recommendations to mitigate any identified risks.

6. **Term, Termination and Suspension**

- 6.1 This Agreement will commence as of the Effective Date and continues until terminated in accordance with sections 6.2, 6.3 or 6.4.
- 6.2 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 Identity Services if it reasonably believes that there is an emergency or extreme circumstance that would warrant such action including a compromise of the Federation.
- 6.3 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 days prior written notice to the other party
- 6.4 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.
- 6.5 Upon the termination of this Schedule, if requested by eHealth Ontario in writing, Client will transfer to eHealth Ontario all or a subset of information related to the Identity Services, including End User information and logs. eHealth Ontario will retain and, where applicable, use or disclose such information and logs in accordance with the terms of this Schedule and Applicable Laws and archive or destroy such information, including information regarding past Registration activity, in accordance with any applicable eHealth Ontario policies.
- 6.6 In the event of any expiration or termination of this Schedule for any reason whatsoever, those provisions of this Schedule that by their nature are meant to survive expiration or termination will survive.

7. **Primary Contacts and Notices**

7.1 In addition to the notice obligations set out in the Agreement, any notice required by this Schedule, including any real or suspected Incident, will, unless otherwise indicated herein, be provided:

(i) to eHealth Ontario’s Primary Contact at:

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

(ii) to the Client, to the attention of the Client’s Primary Contact or delegate at:

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

(iii) to the Client, to the attention of the Client’s Privacy Officer or delegate at:

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

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

8. **Limitation of Liability**

8.1 With the exception of any express warranties contained in this Schedule, eHealth Ontario expressly disclaims any other representations, warranties, or conditions with respect to the Federation or otherwise arising from or relating to 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.

8.2 With respect to any claims arising from or relating to eHealth Ontario’s performance or non-performance under this Schedule, in no event will the total cumulative liability of eHealth Ontario

(including its Representatives) exceed one thousand dollars (\$1,000.00). 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 Agreement or of any remedy.

- 8.3 The limit of Client's liability to eHealth Ontario concerning performance or non-performance or in any manner related to this Schedule, for any and all claims will not in the aggregate exceed the greater of:
- (i) \$500,000.00 or
 - (ii) \$5,000.00 multiplied by the number equal to all of the Registrations of End Users completed by Client or its Representatives, provided that, it will not exceed in the aggregate \$5,000,000.00.

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.

- 8.4 The above limitations do not apply to any claim arising from the fraud or wilful misconduct of a party, or a party's breach of Applicable Laws.

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

By signing below, Client is requesting the Identity 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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