

This document (this “**Schedule**”) is the Services Schedule for Registration and Sponsorship services (“**R&S Services**”), as further defined below, made pursuant to the eHealth Ontario Services Agreement (the “**Agreement**”) between eHealth Ontario and the 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**”). R&S Services will be provided by eHealth Ontario following Client’s submission of a signed copy of these terms and conditions and upon eHealth Ontario’s written confirmation that it has received and accepted that signed Schedule, including the completion of any assessments required by eHealth Ontario.

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Full Name of Client

**<Insert full client name from CIF>**

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### 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:

“**Authorized Representative Delegate form**” means the form used by Client’s Authorized Representative to designate, suspend, revoke or change the responsibilities designated to one or more of Representatives of Client (a copy of which is available at: <http://www.ehealthontario.on.ca/en/support/one-id>), and each Representative so designated is an “**Authorized Representative Delegate**” of Client.

“**Computer Application**” means any software program that 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.

“**IA**” means the identity authority for eHealth Ontario, which includes any Representatives of eHealth Ontario who are designated as the individuals responsible for the registration, service enrolment, and authentication services for eHealth Ontario including the identity and access management services provided to its clients.

“**LRA**” means any Representative of Client that has been nominated by the Authorized Representative of the Client, and appointed by the IA, as the local registration authority for the Client. The LRA is responsible for the performance of tasks associated with Registration, including validating the identity of End Users and Computer Applications, managing the assignment of ONE ID Credentials, enrolling End Users so they may access a Sponsored Service, and managing any issues with End Users and Computer Applications.

“**LRA Procedures Manual**” means the document that includes, among other things, step-by-step procedures for LRAs to: (i) validate the identity of and assign a ONE ID Credential to potential End Users or Computer Applications; (ii) enrol End Users into Sponsored Services; and (iii) support End Users once they are registered and enrolled into Sponsored Services.

“**Local Registration Authority Acknowledgement**” means an agreement that governs how an individual who has been nominated as an LRA will perform his or her duties as an LRA, as amended from time to time and available at: <http://www.ehealthontario.on.ca/en/support/one-id>.

“**ONE ID Credential**” means the ONE ID authentication credential, including a user identification, password, token, public key infrastructure certificate (PKI certificate), or any combination of these issued by eHealth Ontario, including those that are Sponsored by the Client and issued to an End User or to a Computer Application of the Client pursuant to this Schedule. A ONE ID Credential is used to authenticate the identity of a user, including an End User or Computer Application, so that End User or Computer Application may access a Sponsored Service.

“**R&S Services**” means the services described in sections 2, 3 and 4 below.

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

“**Service Owner**” means the person (individual or organization) that provides one or more Sponsored Services for access by one or more End Users or Computer Applications. A Service Owner may be eHealth Ontario or a third party that owns or operates a Sponsored Service.

“**Sponsored Service**” means any service that End Users or Computer Applications may access, where eHealth Ontario manages authentication or authorisation, as applicable, and which may be made available pursuant to a

separate agreement between eHealth Ontario and Client, or a third party Service Owner and Client, as applicable, with the Client acting as the “**Sponsor**” of any such Sponsored Service for its Representatives and Computer Applications. Once Registered or enrolled for a Sponsored Service, a Representative of Client becomes an End User of Client for that service.

### 2. Provision of R&S Services and Plain Language Description

- 2.1. When requesting R&S Services, Client should complete, sign and submit this Schedule to eHealth Ontario. The provision of R&S Services to Client is subject to the terms and conditions of the Agreement including this Schedule, and the completion of any assessments required by eHealth Ontario.
- 2.2. In connection with this Schedule, Client must nominate and maintain at least one of its Representatives as an LRA. Any Representative nominated as an LRA must complete and sign a Local Registration Authority Acknowledgement (a copy of which is available at <http://www.ehealthontario.on.ca/en/support/one-id>). Client must nominate at least one Representative as an LRA when it requests R&S Services.
- 2.3. eHealth Ontario may in its sole discretion modify or upgrade the infrastructure that eHealth Ontario uses to provide its service offerings from time to time, including R&S Services and ONE ID Credentials.
- 2.4. Client hereby acknowledges obtaining from eHealth Ontario the plain language descriptions of the R&S Services (the “**R&S Plain Language Description**”), which describes the Service and sets out 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 R&S Plain Language Description is available at the eHealth Ontario website at: <http://www.ehealthontario.on.ca/en/services/one-id>. The R&S Services will substantially comply with the then current R&S Plain Language Description, as such is updated or replaced from time to time.

### 3. Registration

- 3.1. In connection with this Schedule, the Clients’ Authorized Representative is responsible for overseeing and fulfilling the Clients’ obligations under this Schedule, including implementation and operation of ONE ID access management processes (available at: <http://www.ehealthontario.on.ca/support/one-id>) and acting as Sponsor for any Sponsored Service on behalf of Client. Client’s Authorized Representative may designate one or more Client Representatives as an Authorized Representative Delegate by providing written notice to the IA using the Authorized Representative Delegate form. For the purposes of this Schedule, the term Client’s Authorized Representative includes any Authorized Representative Delegates of Client. The Client will cause its Authorized Representative to fulfil his or her duties in accordance with the terms and conditions of this Schedule and the Agreement.
- 3.2. In addition to the requirement set out in section 2.1, upon the written request of eHealth Ontario, Client’s Authorized Representative will nominate, in writing, one or more of its Representatives to be appointed as an LRA. Client acknowledges that any such nomination, including its initial nomination for section 2.1 above, does not guarantee that such Representative will be appointed as an LRA, as the IA has the sole authority to make such a determination. If the IA rejects a nomination, it will notify the Client’s Authorized Representative in writing, setting out its reasons for rejection. LRAs accepted by the IA will assist the IA in executing Registration and performing enrolment functions within the Client’s organization, and Client will cause each accepted LRA to fulfil his or her duties in accordance with the terms and conditions of this Schedule and the Agreement.
- 3.3. eHealth Ontario is responsible for providing Client with access to the LRA Procedures Manual, the current version of which is available at <https://www.ehealthontario.on.ca/docs>. eHealth Ontario or the IA will email a copy of the current version of the LRA Procedures Manual to one or more of the LRAs representing Client upon receipt of a written request from Client setting out the applicable email addresses.
- 3.4. 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 reasons for the suspension or revocation.
- 3.5. 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 the IA.

- 3.6. The Client's Authorized Representative may request that the designation of any Client Representative identified as an Authorized Representative Delegate be suspended, revoked or changed by providing written notice to the IA and completing and signing the Authorized Representative Delegate form.
- 3.7. Client acknowledges that upon termination of this Schedule or the Agreement, the appointment of all individuals appointed as LRAs representing Client will be revoked.
- 3.8. Client will cause each appointed LRA to fulfill his or her duties in accordance with the terms and conditions of this Schedule and the Agreement, including the Local Registration Authority Acknowledgement and the LRA Procedures Manual. Client will notify eHealth Ontario as soon as possible if and when any of its LRAs are changed or leaves the Client.
- 3.9. Upon receiving written confirmation from eHealth Ontario that it has received and accepted the signed Schedule from Client, Client may begin Registration of its Representatives and Computer Application:
- (i) When seeking to Register any Representative as an End User, Client will cause that Representative to agree to be bound by the then current Acceptable Use Policy, subject to any amendments made to that policy by eHealth Ontario from time to time. If an End User will not so agree, the Client's LRA will not Register that Representative, provide that Representative 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 the Acceptable Use Policy by any of its End Users.
  - (ii) For any Computer Application that Client seeks to Register, Client will designate one or more Representatives who will act as contacts for eHealth Ontario. Client may replace any such Representative by giving written notice of the replacement Representative to the IA, which notice includes the replacement Representative's name and contact information.
- 3.10. Without limiting Client's responsibility for the acts and omissions of its Representatives or End Users, the Client remains responsible and liable for any breach of this Schedule by a Computer Application, End User or any other Representative of Client.

#### **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 Sponsor to sponsor and enroll End Users or its Computer Application, as applicable, into the authorized Sponsored Service associated with that Service Owner. Client is solely responsible for arranging access to any Sponsored Service, including arranging the applicable separate agreement and providing such computer applications, systems or other means needed to access a Sponsored Service, and eHealth Ontario disclaims any responsibility or liability for Client not obtaining such access.
- 4.2 Client's role as Sponsor is subject to the terms and conditions of the Agreement and this Schedule. Client acknowledges and agrees that eHealth Ontario is neither responsible nor liable for any Sponsored Service provided by a third party Service Owner and that eHealth Ontario assumes no liability for any diagnostic, treatment, health care decision or any other decision or action taken by any person using any Sponsored Service.
- 4.3 As Sponsor, Client is responsible for:
- (i) Ensuring that all requirements related to a Sponsored Service are met by its Representatives and Computer Applications, as applicable, including any applicable agreement requirements, prior to enrolling any Representative or Computer Application into that Sponsored Service;
  - (ii) Determining whether or not a Representative who requests the Sponsored Service is eligible to be an End User of the Sponsored Service;
  - (iii) Attesting that its Representatives and Computer Applications have a legitimate business requirement associated with the provisioning of health care related services to be enrolled in the Sponsored Services and that the foregoing meet the eligibility requirements for the Sponsored Services as determined by the applicable 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 an End User;
  - (vi) Informing its LRA to revoke access to any Sponsored Service if any End User or Computer Application it Sponsored: (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. The Client's LRA will also inform eHealth Ontario of the foregoing, so that eHealth Ontario or the IA may ensure that access to the applicable Sponsored Services has been revoked;
  - (vii) Upon the request of eHealth Ontario, providing a listing of all End Users and Computer Applications that it Sponsored for any Sponsored Service. Such report will be in the form and format requested by eHealth Ontario and include such details as may be reasonably required by eHealth Ontario;
  - (viii) For monitoring the use of any Sponsored Service by its End Users or its Computer Application. Client will notify eHealth Ontario in writing as soon as reasonably possible upon becoming aware of any breach of the terms and conditions of any Sponsored Service by its End Users or its Computer Application; and
  - (ix) To actively monitor its computer systems, peripherals, terminals, communications equipment and all related hardware and software used in connection with any Sponsored Services, including its Computer Application, by installing commercially available anti-virus and system monitoring software that, among other things, contemporaneously detects the status and findings of anti-virus scans and other monitoring reasonably applicable in health care information technology systems. Client agrees to have in place and maintain such software at all times.
- 4.4 Notwithstanding anything to the contrary in the Agreement, where Client acts as Sponsor, Client agrees that eHealth Ontario may disclose to the applicable Service Owner the legal name of each End User, their contact information and login ID, their date of enrollment and logs associated with their access to the applicable Sponsored Service.

### **5. Representations**

- 5.1. Client represents and warrants that it has the rights necessary and required under Applicable Laws to disclose the information with respect to any End User, Authorized Representative, Authorized Representative Delegate, LRA or other Representative of Client to eHealth Ontario in connection with this Schedule and that the information provided is complete and accurate. Should Client become aware of any change to that information, Client will provide written notice of that change to eHealth Ontario.
- 5.2. eHealth Ontario represents and warrants that it has the authority and is permitted under Applicable Laws to provide the R&S Services.

### **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 the responsibilities of Client as provided under this Schedule including the tasks and activities to be performed by its Authorized Representative, Authorized Representative Delegates or LRAs.
- 6.2. eHealth Ontario may exercise its rights under section 6.1 to verify compliance with the terms and conditions of this Schedule and any applicable terms of the Agreement, including LRA obligations set out in the Local Registration Authority Acknowledgement.

### **7. Use**

- 7.1. Client acknowledges that the R&S Services are provided to Client solely for the benefit of Client and its Representatives and not for the benefit of any other person. Client will not permit any person other than its Representatives to use the Sponsored Services made available through this Schedule.

## 8. Limitations of Liability

8.1. 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 \$100,000.00. 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 this Schedule or of any remedy.

8.2. 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) \$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 Client or its Representatives; provided that, it will not exceed \$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 and will survive failure of the essential purpose of this Schedule or of any remedy.

8.3. The above limitations do not apply to any claim arising from the fraud or wilful misconduct of a party, a party’s breach of the confidentiality terms of the Agreement or a party’s breach of Applicable Laws.

8.4. With the exception of any express warranties contained in this Schedule or in the Agreement, eHealth Ontario expressly disclaims any representations, warranties, or conditions with respect to or arising from or relating to the Agreement or 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. The contact information for eHealth Ontario, for the purposes of this Schedule, is set out below:

### eHealth Ontario’s Primary Contact

eHealth Ontario  
 Attention: Identity Authority Business Support (IA)  
 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](mailto:ONEIDBusinessSupport@ehealthontario.on.ca)

9.2. The contact information for Client, for the purpose of this Schedule, is set out below:

### Client’s Authorized Representative

Name of Client’s Authorized Representative  <Insert>	Title of Client’s Authorized Representative  <Insert>
Phone Number of Client’s Authorized Representative  <Insert>	Email Address of Client’s 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’s Authorized Representative designates one or more Client Representatives as Authorized Representative Delegates, Client will provide the applicable contact information for each Authorized Representative Delegate to eHealth Ontario’s Primary Contact identified above.
- 9.4. Unless otherwise set out in this Schedule, any notice or other significant communication to be given pursuant to this Schedule will be provided to the Client’s Authorized Representative or eHealth Ontario’s Primary Contact identified above, as applicable. Either party may designate a different address or Representative by notice to the other given in accordance with this Schedule.

### 10. General

- 10.1. For the purposes of section 15.3 of the Agreement, the plain language description, LRA Procedures Manual, Acceptable Use Policy and Local Registration Authority Acknowledgement are incorporated into and form part of this Schedule.
- 10.2. Each party is responsible for causing its Representatives to comply with the terms and conditions of this Schedule, including the Agreement, and a breach by a Representative of a party is a breach by that party.
- 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.

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

**By signing below, Client is requesting the R&S 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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