

ONTARIO HEALTH OTNHUB TERMS OF SERVICE FOR MEMBER ORGANIZATIONS

A. INTRODUCTION

NOTIFICATION OF CHANGE

Last Update: December 2020

Notification of significant changes to the Terms of Service will be provided by Ontario Health ("OH") via online pop-up messages on the OTNhub or emails and other methods of communication as OH deems appropriate. Use by the Member organization or any of its authorized Members of OH Services or access to the OTNhub after an update of the Terms of Service constitutes your acceptance, on behalf of your Member organization, of the updated Terms of Service. A current version of the Terms of Service is always available online [here](#) for your reference. You are accountable for reading the revised terms when notified; by making a conscious decision to use OH Services after notification you explicitly provide your consent to the then-current terms.

These Terms of Service govern the overarching relationship between the Member organization and OH, and outlines each Party's obligations to one another. Each Member in your Member organization using OH Services will be governed by the OTNhub User Agreement, outlining the individual Member's and OH's obligations to one another.

ABOUT ONTARIO HEALTH

OH is an agency created by the Government of Ontario with a mandate to connect and coordinate Ontario's health care system in ways that have not been done before, to help ensure that Ontarians receive the best possible care. OH brings virtual care innovation to the healthcare system so that the people of Ontario can get the care they need when and where they need it most: at home, in their community or in hospital. For more than a decade, OH has increased access to health care and education across the province with one of the world's most extensive virtual care networks. Working with its many partners and leveraging its unique knowledge of health care and digital technology, OH addresses challenges by introducing and spreading new ways of delivering care that benefit patients, care providers and the healthcare system.

B. TERMS & CONDITIONS

TERMS AND CONDITIONS

To access the OTNhub and use OH Services, you (either on behalf of your organization or as an independent practitioner) (hereinafter referred to as "you" or "Member organization"

or "User") must abide by these Terms of Service. By accessing the OTNhub, you confirm and OH relies on your ability, to bind your organization to these Terms of Service on the behalf of the organization. These Terms of Service, between OH and Member organization, and any other materials incorporated by reference, constitute the entire agreement between the Parties. If there is any inconsistency between the Terms of Service and any other materials incorporated by reference, these Terms of Service will prevail. These Terms of Service affirm that you, in your role, are a Health Information Custodian, as defined by *The Personal Health Information Protection Act, 2004* (PHIPA), and as such must comply with its requirements. By registering for OH's services you are agreeing to these Terms of Service.

Definitions

A definition section is provided for your reference and for clarity.

The Use of Headers

The division of the Terms of Service into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of these Terms of Service. All uses of the words "hereto", "herein", "hereof", "hereby" and "hereunder" and similar expressions refer to these Terms of Service and not to any particular section or portion of it. References to an Article, Section or Schedule refer to the applicable article, section or schedule of these Terms of Service.

Inconsistencies

In the event of a conflict between these Terms of Service and any supplemental documents, including but not limited to, schedules, appendices, or additional agreement executed between you and OH, these Terms of Service will prevail.

Limitation of Liability

OH will not be liable:

1. OH, its affiliates or any of their respective directors, officers, employees and agents will not be held liable or responsible in any way for the following, provided that, such Losses are not caused by the negligence or wilful misconduct of OH or those for whom OH is responsible at law:
 - a) Any Loss or interruption of business or any Loss or corruption of data or for any Loss of profit or revenue or other economic Loss, or for any indirect, special, incidental or consequential damages or punitive damages of any kind suffered by the Member organization, a User, a patient or any other third-party;
 - b) Without limiting item (a) above, any claims or demands for damages, costs, expenses or Losses of any kind by the Member organization, a User, a patient of the Member organization or of a User, or any other third-party, for or arising out of or in any way related to clinical uses of, clinical outcomes or decision-making

processes relating to the use of, or lack of access to the services, the Videoconferencing Equipment or the Videoconferencing Network; and,

- c) In no event shall OH be liable for any damages other than reasonable actual direct out of pocket expenses.

2. In no event will you or your directors, officers, employees or agents be held liable for any losses suffered by OH in any way based upon, occasioned by, attributable to, or arising out of access to OTNhub or OH Services, whether such claim arises in contract, tort (including negligence) or otherwise, even if it has been advised of the possibility of such damages in advance, except for such losses as are caused by the negligence of you, or your Users, directors, officers, employees, or agents. In no event shall you be liable to OH for any damages other than reasonable, actual direct out of pocket expenses, unless such damages are caused by your negligence or by those for whom you are responsible by law.

OH reserves the right to modify:

3. OH reserves the right to modify the services or Videoconferencing Network, or both, or any portion thereof, at any time, with or without notice to the Member organization. OH shall not be liable to the Member organization, or to any third-party should OH exercise its right to modify the services or Videoconferencing Network.

OH will notify the Member organization:

4. In the event that it becomes aware of a third-party claim against a Member of OH of the nature described in item (a) of this section, OH will notify the Member organization and OH may, at its sole election, seek to procure or negotiate a license, for the benefit of all of its Member organizations and Members, to perform or use any aspect, element, component, method, process, procedure or mode of operation alleged to infringe in either (i) the performance of the services or any portion thereof; or (ii) the use of the Videoconferencing Equipment.

Insurance

During the term of these Terms of Service, OH and the Member organization will each maintain in full force and effect general liability insurance for a minimum of \$2,000,000 for any one occurrence. Such insurance will include at least the following:

1. products and completed operations;
2. personal injury;
3. cross liability;
4. contractual liability;
5. cyber risk insurance; and,
6. 30 days prior written notice of material change to, cancellation, or non-renewal of the policy.

Each Party will provide the other Party with evidence of such insurance upon request.

Dispute Resolution

1. All disputes between the Parties concerning any matter arising under these terms shall be submitted for resolution to the Chief Executive Officer of OH and User;
2. If the Chief Executive Officer of OH and User cannot resolve the dispute within a period of ten (10) days after submission of the dispute to them for resolution, either Party may notify the other Party in writing that it wishes to refer the matter to arbitration in accordance with the Arbitration Act, 1991 (Ontario) (such act, as amended or replaced, from time to time, the "Act") within a further period of thirty (30) days;
3. If either Party serves a notice pursuant to this section, then such matter shall be determined by binding arbitration by a single arbitrator to be selected by the Parties and failing such selection the arbitrator shall be appointed pursuant to the Act; and,
4. Any arbitration will be held at Toronto, Ontario unless the Parties otherwise agree, and shall be subject to the arbitrator applying the limitation of liability provisions of these Terms of Service.

Termination

Member organization may elect to cease use of the OH Services at any time, however, to officially terminate the relationship with OH, Member organization must provide sixty (60) days advance written notice of its intention, at which time these Terms of Service will be at an end, except those which expressly or by their nature are intended to survive termination. OH will not be liable to the Member organization for costs or Losses arising from termination of these Terms of Service. Notwithstanding the foregoing, OH will reimburse to the Member organization the balance of its annual membership fee paid to OH, as applicable, in respect of the year of such termination, if any, calculated on a pro rata basis. Upon the request of OH, the Member organization will promptly return to OH in good working order all equipment granted or loaned by OH at the Member organization's site(s).

OH hereby reserves its rights to terminate, in whole or in part, all OH Services by providing at least sixty (60) days advance notice of such change or termination. In such event, OH will notify you either by email alert or a pop-up notification upon OTNhub sign-in. Further, where OH determines it to be appropriate in the circumstances, acting reasonably, OH may suspend the OH Services, in whole or in part, without notice. Wherever reasonably practicable, OH will provide a thirty (30) day remedy period for any such breach before suspension and/or termination is implemented.

Revisions to the Terms of Service

OH may revise and update the Terms of Service in its sole discretion at any time without notice. Please check the Terms of Service frequently for updates by checking the date of the '*Last Update*'. If any term, condition or any change thereto is not acceptable to you, you

must discontinue your use of the OH Services through the OTNhub immediately. Your continued use of the OTNhub after any such changes are posted will constitute acceptance of the revised and updated Terms of Service. In the event there are substantial changes to these Terms of Service, OH will notify you either by email alert or a pop-up notification upon OTNhub sign-in.

Governing Law

These Terms of Service will for all purposes be governed by and interpreted in accordance with the laws in effect in Ontario. The Parties hereby defer to the jurisdiction of the Courts of Ontario.

News Release and Other Public Disclosures

Neither Party may, without the express prior written consent of the other Party, in any manner (including, but not limited to, advertising or marketing literature, customer lists, web sites, press releases, social media, or any other document or communication (in electronic or paper form)): (i) disclose or publish the fact that it has any relationship with the other Party; or, (ii) use or display a trade name, official mark or trademark of the other Party. Notwithstanding the foregoing, if a Party, in the opinion of counsel, is compelled to disclose or publish the fact that it has a relationship with the other Party in order to comply with the requirements of Applicable Law, the Party shall, to the extent practicable, consult with the other Party prior to making such disclosure or publication and each Party shall use all reasonable efforts, acting in good faith, to agree upon the timing and content of such disclosure or publication. The Party subject to the legal requirement shall have the final determination as to the timing and content of such disclosure or publication, to the extent that the timing and content are part of the legal requirement.

If a Party provides express written consent to (i) disclose or publish the fact that it has any relationship with the other Party; or, (ii) use or display a trade name, official mark or trademark of the other Party, such consent is subject to all conditions communicated by the consenting Party, and the consenting Party shall have the right to withdraw its consent for any reason, including but not limited to if that Party believes that a use or display of its trade name, official mark or trademark reflects unfavourably upon the reputation of the consenting Party, or the goodwill attaching to its trade name, official mark or trademark.

OH OBLIGATIONS

OH will make reasonable efforts, given its available resources and priorities, to provide the Member organization and Member (as applicable) with the following services:

1. Online registration, authentication and provisioning of new Members and services;
2. Provide access to online training materials for Virtual Care Services;
3. Account management support including adoption support and program development to encourage clinical, educational and administrative utilization of

Virtual Care;

4. Technical support for Virtual Care Services provided through a toll-free number;
5. Scheduling support to guide new Members and their delegates towards self-scheduling and direct patient management; hands-on scheduling support for exceptions such as complex bridge scheduling and out of province scheduling;
6. Gateway services and certification to provide access to videoconferencing sites across North America at an additional cost;
7. Provide installations, as required, so you or your User(s) can access OH Services at an additional cost;
8. Provide access to software (including third party software) required to use the OH Services;
9. As applicable, provide management of any OH vendor(s) of record for any required equipment, warranty, and maintenance, as applicable, and software;
10. As applicable, act as: (a) the key point of contact with Member sites and any partners; and, (b) a liaison with the any third-party application vendor(s);
11. As an optional service, and at a fee, new room-based videoconferencing site and
12. system set-up deployment and changes to same;
13. Assurance that the data hosted and processed by OH is adequately protected from unauthorized disclosure, modification and/or destruction via a combination of administrative, physical and technical security safeguards;
14. Provide guidance and recommendations with regards to Information Security best practices, including but not limited to:
 - a) Selection of strong and secure passwords;
 - b) Protection of stationary (e.g. PCs) and mobile (e.g. laptops, smartphones, tablets) computing equipment; and,
 - c) Secure email handling – recognizing common threats like phishing, spoofed URLs and malicious attachments.

(Please see [Security Information Best Practices](#) for more information)

ONGOING MEMBER ORGANIZATION OBLIGATIONS

The Member organization agrees to comply with the following requirements and obligations relevant to its specific use of the OH Services. For clarity, as not all OH Services may be used by you, only those sections that relate to the OH Services you or your Users access will apply. The provision of the OH Services and access to and use of the Videoconferencing Network by the Member organization and the Member are subject to the following:

1. *Delegation of Authority:* Member organization acknowledges that it is responsible for its Users and any actions and communications undertaken or transmitted in the course of the User's usage of the OTNhub. OH will investigate occurrences which may involve violations of such laws, and may involve, and co-operate with, law enforcement authorities in prosecuting Users who are involved in such violations. OH reserves the right at all times to disclose any information regarding Users' usage of the OTNhub as necessary to satisfy any law, regulation or governmental request.

Unless prohibited by law, OH will notify the Member organization as soon as reasonably able, after any such disclosure is made;

2. *Primary Contact for Membership (PCM)*: Designate an individual who has the authority to bind the organization, who will be expected to fulfill the following aspects of the PCM role:

- a) Review and remain up to date on the OTNhub Member Terms of Service and ensure the organization's agreement and compliance with roles and responsibilities documented in the agreement.
- b) Act as the point of contact to receive notification of any changes (as applicable) to the OTNhub Member Terms of Service and review the updated/amended OTNhub Member Terms of Service to ensure compliance.
- c) Notify OH when they are no longer able to serve as the PCM for the organization (such as when departing the organization or a change in role has occurred) and assist in identifying a suitable replacement.
- d) Nominate Primary Contact(s) for Service (PCS) for the organization, ensuring that PCSs understand and agree to fulfill the following responsibilities:
 - i. Registering and/or approving users for access to OTNhub services based on the user's role and status with the organization. Users must only be authorized for access to the OTNhub if they have an appropriate role for accessing clinical and/or administrative services and if they are an employee or agent of the organization in good standing (i.e., there are no disciplinary or human resources considerations that would require revocation of access to shared systems).
 - ii. Managing access levels (clinical vs. non-clinical) based on the appropriateness of the user's role and their job responsibilities.
 - iii. Decommissioning users who no longer require access to the OTNhub services or for whom access is no longer appropriate under the authority of the organization (such as a user left the organization). Users may be decommissioned on a temporary or permanent basis.
 - iv. Regularly reviewing active user accounts (using tools available to PCSs via their OTNhub account) to ensure that access and permissions are appropriate for all users listed.
 - v. Approving, adding, and/or removing delegates for users at their organization.
 - vi. Disseminating OH updates and communications to the appropriate individuals at the organization.
 - vii. Nominating additional PCSs on behalf of the organization and ensuring that nominees agree to fulfill all the responsibilities listed here.
 - viii. Reviewing and remaining up to date on PCS responsibilities as may be amended in the OTNhub User Agreement from time to time.
- e) Delegate authority to the PCS to nominate additional PCSs for the organization.

3. *Primary Contact for Service (PCS)*: Designate an individual, via nomination by the PCM, to fulfill the PCS role, including the following responsibilities:

- a) Registering and/or approving users for access to OTNhub services based on the user's role and status with the organization. Users must only be authorized

for access to the OTNhub if they have an appropriate role for accessing clinical and/or administrative services and if they are an employee or agent of the organization in good standing (such as if there are no disciplinary or human resources considerations that would require revocation of access to shared systems).

- b) Managing access levels (clinical vs. non-clinical) based on the appropriateness of the user's role and their job responsibilities.
- c) Decommissioning users who no longer require access to the OTNhub services or for whom access is no longer appropriate under the authority of the organization (such as if a user left the organization). Users may be decommissioned on a temporary or permanent basis.
- d) Regularly reviewing active user accounts (using tools available to PCSs via their OTNhub account) to ensure that access and permissions are appropriate for all users listed.
- e) Approving, adding, and/or removing delegates for users at their organization.
- f) Disseminating OH updates and communications to the appropriate individuals at the organization.
- g) Nominating additional PCSs on behalf of the organization, with authority delegated by the Primary Contact for Membership (PCM) and ensuring that nominees agree to fulfill all the responsibilities listed here.
- h) Reviewing and remaining up to date on PCS responsibilities as may be amended in the OTNhub User Agreement from time to time.

- 4. *Telemedicine Coordinator:* Designate an individual as the virtual care coordinator who will act as the primary OH contact person for coordination of the organization's Virtual Care Services, dedicate time to this role where specified; and, meet all of the responsibilities set out herein. Member organization will notify OH promptly of any changes to such designated Telemedicine coordinator;
- 5. *Telemedicine Clinicians:* Designate an individual to deliver key components for the delivery of Virtual Care Services. For clarity, the designated individual must at all times remain in good standing with their respective college;
- 6. *Administrative and technical staff:* Assign an administrative and technical contact to interact with OH in the event that the Telemedicine coordinator is not responsible for overseeing administrative matters in addition to technical matters related to the Videoconferencing Network. Member organization will notify OH promptly of any changes to such designated administrative and technical staff;
- 7. *User information and communications:* Ensure all Users understand they must: (i) promptly update their professional profile and site profile on the OTNhub under 'My Account' or notify Member Services with any changes to their contact information and ensure the email address on file is a valid email address; and, (ii) log into their account on a regular basis, to monitor communications in their inbox, and respond to such communications within a timely manner;
- 8. *Site Readiness:* As applicable, participate in one or more site readiness assessments to enable OH to review various processes and ensure that staffing, training, connectivity and room space for providing Virtual Care Services is appropriate;
- 9. *Health related virtual care use only:* Ensure that the Videoconferencing Network and

the services are only used for the purpose of delivering Virtual Care Services for health related clinical, educational and administrative events unless mutually agreed upon in writing with OH;

10. *Integrating Scheduling into your Practice:* Ensure that your organization invests in training staff to schedule virtual care events either through OH's tools available by accessing OTNhub or by other means mutually agreed upon. Member organization and Users will contact and manage their own patients. OH's scheduling team will support complex exception scheduling and no longer accepts scheduling fax referrals. [Please click here](#) for further details on scheduling virtual care events;
11. *Assuming Cost of Videoconferencing outside of OH's network:* Assuming sole and exclusive responsibility for any applicable costs related to videoconferencing calls made by the Member organization and/or Users through OH's gateway(s) to connect to sites outside OH's network;
12. *Fees Charged by Non-Member Organizations:* For any fees charged by persons or entities that are not Member organizations of OH, that the Member organization and/or Users connect to through OH's gateway(s);
13. *Retention of Utilization Records:* Maintaining all of its records in respect of its utilization of OH Services for the maximum period of time required by all Applicable Laws and ensuring maintenance of such records by Users and submitting the Member organization's and User's de-identified records to OH, if so requested, for the purpose of conducting utilization studies and developing mutually agreed utilization targets and for clarity, nothing in the preceding permits or requires Member organizations or Users to provide OH with PHI;
14. *Purchased Equipment:* Maintain, at your cost, up-to-date warranty coverage on purchased equipment, parts and software on such equipment, in accordance with the TSLA;
15. *Rental Equipment:* Sign any applicable rental agreement and be bound by same;
16. *TSLA Compliance:* Comply with the technical service standards guidelines, obligations, processes and policies as set out in these Terms of Service and under the TSLA and ensuring such compliance by Users;
17. *Determine requirement for HCP attendance in clinical events:* Without limitation, determine the extent to which a health professional is required to attend a clinical virtual care event at a site with a patient attending;
18. *Secure Configuration of Computing Equipment:* Member organization will make best effort to ensure that the computing systems used by its users to access OH services, whether stationary (PC) or mobile (tablet, smartphone), are securely configured and sufficiently protected from malware; and,
19. *User Security Awareness:* Member organizations will take efforts to ensure that its users are aware of their responsibility to protect personal health information ("PHI") and encourage the users to follow Security Best Practices when using OH systems. (Please see [Security Information Best Practices](#) for more information)

JOINT RESPONSIBILITIES

1. *Promotion of Virtual Care*

The Member organization agrees to reasonably, and only in accordance with their professional and legal obligations, promote and support the role of virtual care in clinical, educational, and administrative events in its organization and, where applicable, in its community and to collaborate with OH in its efforts related thereto in Member organization's discretion;

2. *Virtual Care Signage*

Upon OH's request, and to the extent that it does not conflict with any professional or legal obligations, the Member organization shall post such signage as OH may reasonably request and provide, and shall ensure that such signage is visible to each User and/or patient who receives Virtual Care Services;

3. *Network and Studio Rental and Revenue-Sharing*

- a) At the Member organization's discretion, the Videoconferencing Network may from time to time be made available for Third Party use provided that this activity does not interfere with the core mandate of the Videoconferencing Network, i.e., the delivery of Virtual Care Services, health professional education and administrative functions. Excessive use by Third Parties that interferes with the core mandate is prohibited;
- b) In the event the Member organization agrees to Third Party requests for use of the Videoconferencing Network, including its ISDN gateway, Internet Protocol gateway, point to point or bridging services, the Member organization shall refer the Third Party to OH. OH will invoice the Third Party for use of the Videoconferencing Network, using its standard rental rates. The fees collected from such rentals shall be shared with the Member organization and other OH members involved in the event as follows:
 - i. OH will retain the scheduling, network connectivity and bridging component of the fee charged for such event;
 - ii. OH shall distribute the studio rental fee charged for such event to the Member organization and, to the extent applicable, such other OH Member organizations involved in the event;
- c) If required, OH will invoice Third Party users for the Member organization's on-site technical support where required and reimburse the Member organization for such amounts as per OH's policies and procedures then in effect;

4. *Protection of Personal Health Information (PHI)*

The Member organization understands that protection of PHI is a joint responsibility between the organization and OH. While OH is responsible for the protection of patient data on its network and premises, the Member organizations are similarly expected to protect the PHI in their custody and control. OH has a comprehensive suite of privacy policies and procedures which detail its obligations and practices with respect to the collection, use, disclosure, retention, destruction and safeguarding of personal information ("PI") and PHI. For detailed information on OH's privacy policies and practices, please refer to OH's [Integrated Privacy Policy Framework](#) which is publicly available.

FEES FOR USE OF OH SERVICES

OH sets fees for use of its Services, as applicable. Information on these fees can be found in [OH's Resource Library](#). You acknowledge and agree that OH can determine at its sole discretion that such fees may change, and in the event of any such change, OH will provide you with ninety (90) days prior written notice with a fee change posted online on the OTNhub. You agree to pay such fees upon receipt of invoices from OH. You acknowledge and agree that OH is not and shall not be responsible for any costs related to your equipment or Internet service.

POLICIES AND BEST PRACTICES

1. OH has developed and made available policies for using the Videoconferencing Network and will continue to further develop them over time. The Member organization will adhere to these policies when using the Videoconferencing Network and recognize that such policies provide greater specificity than is set out in these Terms of Service;
2. The Member organization agrees to abide by all such policies as they currently exist and any additional policies and any amendments of any previously provided policies from and after the 60th day on which the Member organization has been provided with a copy of any such additional policies or amendments or notice that a copy of such additional policies or amendments may be obtained at a specified website;
3. The Member organization agrees to make all reasonable efforts to review and, where feasible, to follow any guidelines, best practices and processes posted on the OTNhub and as they may be developed and posted by OH from time to time and make all reasonable efforts to ensure that all Users are aware of and comply with them;
4. Nothing in this section will relieve the Member organization of its own duties and obligations in the provision of Virtual Care Services;
5. The Member organization agrees to maintain policies and procedures required to ensure compliance with the Terms of Service and OH policies; and,
6. OH will cause its employees and agents, and those for whom it is responsible at law, to comply with OH's internal policies related to the provision of OH Services.

C. OTNHUB AND OH SERVICES

OTNHUB

The OTNhub is designed to give Members access to the OH Services (available at otnhub.ca) to provide patient care, conduct educational events and for administrative purposes.

Limited License

When using OTNhub and the OH Services, Users are granted a Canadian, non-exclusive, non-transferable, non-sub-licensable, revocable, limited license, in object code form only, for the provision of healthcare related services. No other rights are granted to you, your Users, and/or patients. Any grants not expressly granted herein are reserved.

Changes to the OTNhub

OH may, at any time without notice or liability, and for any reason whatsoever, terminate, change, suspend or discontinue any aspect of the OTNhub, including (i) changing the availability of, restricting access to, or imposing limits on any or all features on, or links to, the OTNhub, or (ii) removing, adding, modifying or otherwise changing any content on the OTNhub. OH reserves the right, in its sole discretion, to correct any errors or omissions in any portion of the OTNhub at any time without notice.

OH SERVICES

Through the OTNhub, OH offers an integrated suite of services that support virtual care activity for clinical, education and administrative purposes for use by the healthcare community in Ontario. These services include videoconferencing (via room based systems, personal computer or on mobile devices), eConsult (please click [here](#) for additional terms and roles and responsibilities and information related to eConsult), Directory access to healthcare professionals and sites, scheduling, secure messaging plus other services (the "OH Services"). For complete descriptions of the OH Services, and the safeguards implemented by OH in relation to each service, please click [here](#). Where OH leverages third-party software and services to provide OH Services to you, OH has executed all required contracts with such third-party providers. OH uses Amazon Web Services (AWS), a third-party cloud service provider subject to laws in a foreign jurisdiction. AWS processes and stores PHI on behalf of OH. All data subject to AWS services is encrypted and located in Canada. OH has entered into an agreement with AWS, which is subject to the laws of Ontario and Canada.

OH Services are offered through various mediums – room based systems, personal computers or on mobile devices. In order to use the OH Services, you or your delegate (User) will require either a room based system, a mobile device or personal computer, appropriate Internet bandwidth, a webcam, audio device that includes a headset or speakers and microphone that all meet the minimum standards as set out in OH's [Technical Readiness Guides](#). Member organization acknowledges and agrees that it is responsible for the provision of computer hardware or portable devices, camera, peripherals and internet connectivity for any of its Users.

AS A MEMBER ORGANIZATION YOU AGREE THAT YOU WILL:

1. *Register with OH and with the Ministry:* You will register individual Members of your organization with OH, completing the security process of validating with ONE ID; and register with the Ministry for virtual care billing;

2. *Ensure Liability Protection:* Ensure all Users are members of the Canadian Medical Protective Association or otherwise have adequate professional liability protection;
3. *Pilot:* you acknowledge that some of OH Services provided to you are pilot programs. Such services are identified upon registration and may require a memorandum of understanding to be executed by the Parties. The use of such services are limited in scope and may be terminated by OH, at its discretion, and may not evolve into permanent services;
4. *Operational Costs:* OH is not and shall not be responsible for any costs related to your equipment or Internet service, or any other costs in respect of the OH Services;
5. *Appointment of Key Contacts:* Appoint individuals to the roles of Primary Contact for Membership, Primary Contact for Service and Telemedicine Coordinator as detailed above under *Ongoing Member Organization Obligations*. *User Feedback:* You acknowledge and agree that OH, or a third-party retained for this purpose, may collect Users' feedback on their use of the OH Services via the application, interviews, or surveys and to record and use this feedback in its evaluation of current and future service and program offerings;
6. *User Account Management:* You acknowledge that OH reserves the right to lock inactive User accounts when activity has not taken place in a twelve (12) month period;
7. *Disclaimer:* You acknowledge and agree that, in each case without limitation:
 - a) OH will provide OH Services (including but not limited to any applicable software) on an "as is" and "as available" basis and you agree that the use of OH Services at your own discretion and sole risk;
 - b) OH makes no warranty that OH Services will meet your requirements, or will be uninterrupted, timely, secure or error-free; nor does OH make any warranty as to the results that may be obtained from the use of OH Services;
 - c) OH does not guarantee any level of service availability, service quality or problem resolution time. OH will use commercially reasonable efforts to proactively anticipate and prevent system failures, promptly respond to service outages, expedite problem resolution, communicate problem resolution plans and recommend and support alternative service provision modes;
 - d) As applicable, the availability, capability and use of the OH Services, or any other network, by you or a User is subject to the availability, capacity and capabilities of the network made available to you or a User by any other network;
 - e) Any material and/or data downloaded (including but not limited to any software) or otherwise obtained through the use of the OH Services or otherwise from OH for use in connection with the OH Services is done at your own discretion and risk, and OH will not be responsible for any damage or loss of data that may result from the download of such material and/or data;
 - f) OH expressly disclaims all warranties and conditions, whether express or implied or statutory or otherwise, including but not limited to, implied warranties of title, merchantability, fitness for a particular purpose and non-infringement of any third-party intellectual property right and no advice or information, whether oral or written, obtained by you through use of the OH Services (including but not limited to any software) will create any such warranty on the part of OH; and,
8. *Additional Agreements and Obligations:* You hereby agree that in order to access

certain OH Services, you, your User, and/or patients may be required to accept additional service-offering terms and/or enter into agreements with third-party service providers before access to such OH Service will become available to you. Further, you hereby agree that you are fully responsible for any third-party organization or contractor that you may utilize in conjunction with the use of OH Services.

SYSTEMS, NETWORKS AND EQUIPMENT

As a Member organization you acknowledge, understand and agree that:

1. *Site Certifications:* In the event that the Member organization wishes to receive the services and access the Videoconferencing Network at more than one of its sites, the Member organization shall ensure that each site is certified by OH as having met all relevant OH criteria and passed OH standard testing, in addition to paying any fees as may be applicable and determined by OH for each additional site;
2. *Access to Premises and Remote Access:* In the event you require installations on-site at your premises, you will ensure that OH technicians, or certified VOR, have appropriate access to your premises as required to install and support the equipment and any applicable applications. OH will ensure that all of its staff members have signed any required confidentiality agreements regarding their responsibilities with respect to PHI and other Confidential Information. The Member organization will provide OH with remote access and, during normal business hours, on-site access, to all Videoconferencing Equipment on the OH network, as may be required by OH from time to time. OH will make all reasonable efforts to provide the Member organization with advance notice prior to accessing such equipment;
3. *Equipment:* OH is not responsible for equipment purchased from other suppliers who do not have an agreement with OH and cannot guarantee that equipment purchased from non-OH supplier(s) will function and operate as required in connection with the applicable OH Service. In such cases, where you choose to purchase equipment from a non-OH supplier, you will be responsible for all costs incurred to make this equipment function and operate as required with the OH Service;
4. *Non-standard or incompatible equipment:* In the event that the Member organization:
 - a) Utilizes non-standard equipment and systems or connects standard equipment and systems other than as authorized or advised by OH;
 - b) Directly acquires one or more videoconferencing units, related medical and educational peripheral equipment and such other Videoconferencing Equipment as required by the Member organization from time to time, the Member organization is responsible for ensuring that such equipment is compatible with OH's standard equipment and systems;
 - c) Does not:
 - i. enable OH to monitor the Videoconferencing Equipment and related Network Equipment; or,
 - ii. provide network access to the Videoconferencing Equipment and related Network Equipment then OH cannot guarantee that the service will be fully

functional. The Member organization will be responsible for providing its own support as may be required from time to time;

5. *Bandwidth and Technical Readiness:* For optimal performance, you will ensure appropriate Internet bandwidth, firewall access and all necessary equipment for Users in order that they can meet the technical specifications described in the **Technical Readiness Guides** (here you may also test your readiness for Internet bandwidth and firewall ports using OH's tools available);
6. *Network Equipment:* OH will loan the Member organization standard Network Equipment for new or modified installations when necessary. Such equipment will be selected, configured and installed by or on behalf of OH in its sole discretion; provided that where the Member organization employs technical staff OH will, where possible, consult with such staff as appropriate. The Network Equipment will be owned, operated and maintained by OH and, at OH's option, will be returned by the Member organization to OH, upon the termination of these Terms of Service in the same condition as when received except for reasonable wear and tear;
7. *Third Party networks:* The availability, capability and use of the Videoconferencing Network by the Member organization is subject to the availability, capacity and capabilities of the electronic network made available to the Member organization by any other network, as applicable, and OH disclaims all responsibility for such third-party networks;
8. *Connectivity:* The Member organization will provide the appropriate broadband IP connectivity or alternative as identified in the TSLA and will make all reasonable efforts to ensure that such connectivity is compatible with standard equipment and systems. At the sole discretion of OH, OH may, at the request of the Member organization, act as an agent of the Member organization to specify and order an appropriate network connection on the OH private network for the exclusive use of virtual care. Such a connection is subject to a cost recovery fee which will be paid to OH by the Member organization;
9. *Extended Service and Maintenance:* To benefit from enhanced technical services, to reduce potential downtime and to remain compliant with standard devices/equipment and systems, OH strongly recommends that Member organizations purchase extended service or maintenance contracts for devices/equipment;
10. *Warranty in Good Standing:* The Member organization is solely responsible for having a good standing warranty on equipment, renewals of warranty services and claims. Member organizations must comply with **OH's TSLA**;
11. *Removal of EOS systems:* If a Member organization has systems beyond EOS with unsupported software or hardware, OH reserves the right to remove these systems, as they can negatively impact other Member organizations using the network;
12. *OH as an Agent of the Member organization:* At the request of the Member organization, OH may act as an agent of the Member organization with the applicable vendor and/or integrators in matters relating to extended service and/or support of devices/equipment. This is at the sole discretion of OH. Such an agreement may be subject to a reasonable cost recovery fee which will be paid to OH by the Member organization; and,

13. *OH Managed Service:* In the event that OH is acting as an agent of the Member organization in matters relating to extended service and/or support of devices/equipment, OH will carry out its responsibilities related to managing extended service and/or support. This includes, without limitation, managing first and second tier support for such devices/equipment, generating service requests, and taking other actions as OH may deem necessary for the due and proper performance of equipment and systems.

D. PROTECTING THE PRIVACY OF YOUR MEMBERS

INTRODUCTION TO PROTECTING PRIVACY

OH collects personal information including names, phone numbers, Ministry billing numbers and business email addresses of all individuals who use OH Services for the purpose of creating user profiles, enabling Ministry billing and validating the identity of Users and for other purposes as set out in [OH's Privacy Notice](#). OH collects User personal information through various means, including through its website at [otn.ca](#) and through the OTNhub. The Privacy Notice describes OH's personal information practices, regardless of the source or manner in which personal information is collected. You are strongly encouraged to review the Privacy Notice prior to registering.

OH will use transactional and record level data created with permission from the Member organization in accordance with these Terms of Service, other product/service agreement or provincial Transfer Payment Agreement (TPA) in connection with and through the use of OH programs, products and services to generate reports and may share this utilization information with local health integration networks (LHINs), OntarioMD, the eConsult Centre of Excellence, eConsult regional and deliver partners other OH partners, customers and to report to the Ministry and others as required under agreements or the law. This information will be considered business contact information even if the Member deems it their personal information. OH's need is to collect business contact information for the purposes of managing the relationship with Members. OH will not directly collect PHI from Members.

USER AUTHENTICATION AND AUTHORIZATION

When registering new Members for the OTNhub and OH Services, security and privacy are high priorities for OH. New users are validated and credentialed through OH's ONE ID service as the primary Identity Provider and through other identity providers. OH allows other organizations to act as local registration authorities (LRAs) to support the ONE ID process to improve OH's ability to validate, authenticate and on-board users, as well as train users. Other methods also include validation against professional college or association listings with healthcare regulatory bodies, or through attestation by a user's employer. Individuals applying to use OH Services consent to the collection, use and disclosure of their personal information as required for authentication or in relation to

setting up and maintaining their account. In order to register, you must comply with OH's ONE ID authentication rules. Individuals are responsible for determining whether they are prepared to comply with those requirements. If a User's account with OH is suspended or terminated for any reason, access to OH's services and/or programs will automatically be suspended and/or terminated.

If you are a Member using Federated Credentials established by an Identity Provider you agree that:

1. Your users have been explicitly authorized to register for and use the OTNhub and OH Services;
2. For the purposes of Federated Credentials OH is a Distribution Channel;
3. OH will automatically provision users registering for the OTNhub and OH services using Federated Credentials from a recognized Identity Provider;
4. OH will notify the primary contact or an individual acting in the role of the primary contact when a user is provisioned for the OTNhub and OH Services;
5. The Identity Provider is the service provider responsible for the integrity of your users' Federated Credentials;
6. That you are responsible for your users' acceptable use of any Federated Credentials;
7. That you will appropriately limit access of your users to OTNhub based on a "need-to-know" principle;
8. That your designated Telemedicine Coordinator will review all messages from OH regarding newly provisioned OTNhub accounts;
9. That you are responsible for revoking the Federated Credentials of any user who:
 - a) has left the organization; or,
 - b) no longer meets the eligibility criteria to access to the OTNhub or OH Services; or,
 - c) No longer requires access to the OTNhub or OH Services.

PRIVACY AND SECURITY BREACHES RELATED TO YOUR CREDENTIALS AND ACCESS TO THE OTNHUB

You must contact OH to advise of any privacy and/ or security breaches, if you and/or your Users experience any of the following as it relates to the OTNhub or OH Services:

1. Credentials, therefor user identification or password is compromised;
2. Have breached the ONE ID Authorized Use Policy;
3. Are aware of any security or privacy incident involving a ONE ID or other Identity Provider Federated account;
4. A provision of any privacy laws has been or is about to be contravened;
5. Any other circumstances where there is an unauthorized or inappropriate access, collection, use, disclosure, copying, modification, retention, disposal of personal information/ personal health information including theft or accidental or theft of data; or,
6. A situation arises where you anticipate that you will not be able to comply with these Terms of Service.

DIRECTORY LISTINGS

Your Members' professional profiles, your Member organization's site profile and related clinical programs will be published and available to other OH Members to facilitate professional collaboration in support of patient care on the OTNhub directory (the "Directory"). You are encouraged to customize your settings to indicate whether you accept referrals or other requests. You and your Users will only access the Directory for communication in conjunction with the use of OH Services. By registering to use OH's Services you and your Users consent to publish this profile information.

Aside from the information provided by you, certain information is already available on the Directory through other trusted sources (such as the College of Physicians and Surgeons of Ontario). Your information may be updated from time to time to reflect updated information provided from other trusted sources.

The information you provide will be available to OH members behind a password protected login and, in some cases, a limited subset of this information will be publicly available (such as your name, address, telephone number, and specialty). Please do not provide any address or telephone numbers in these fields that you do not want in the public domain. By providing this information you acknowledge and accept that OH has no control over any information within or once in the public domain and as such disclaim any and all liability for the use of any information once it is in the public domain.

E. PERSONAL HEALTH INFORMATION

MEMBER ORGANIZATION'S OBLIGATIONS REGARDING PERSONAL HEALTH INFORMATION

You agree to comply with all Applicable Laws pertaining to the protection and confidentiality of PHI, and to OH's privacy policies as made available in OH's [Integrated Privacy Policy Framework](#), including:

Accessing Personal Health Information, Obtaining Consent and Delegating to Others

1. To access PHI only as necessary for the purpose of providing health care to individuals in your care or for providing services which will facilitate, support or assist in the provision of health care to those individuals or otherwise as permitted or required by law;
2. To not access or contribute to PHI for any individual who has exercised his or her right under PHIPA to withdraw consent to the collection, use or disclosure of his/her PHI except as permitted by law;
3. To securely transfer sufficient information from OH's applications to meet all legal requirements for storing and retaining patient records;
4. To assume responsibility for the appropriate and secure management of any PHI

copied, exported, printed and/or otherwise transferred by you or your agents from OH applications and ensure that such PHI is managed in accordance with your privacy policies and PHIPA;

5. To follow your internal privacy incident management policies and procedures in the event that PHI copied, exported, printed and/or otherwise transferred from OH applications by you or your agents is lost, stolen, or otherwise used or disclosed without authority, and to notify the OH Privacy Office of such an incident as soon as reasonably possible;
6. To be responsible for obtaining and managing patient consent and/or limits/withdrawal of consent in accordance with applicable legislation, regulations or standards;
7. To be responsible for your delegates and/or users and their delegates identified by you as acting on your behalf and under your authority when accessing PHI using OH Services;
8. Inform patients that by using OH Services, information may be shared with OH to manage service, reporting and evaluation, including that such information may include deidentified information.

Policies, Procedures and Training

9. To follow policies and procedures required to ensure your compliance with privacy of PHI;
10. To complete privacy and security training as required by OH in advance of using OH Services;
11. To read and implement, as applicable, OH policies, procedures, user guides, best practices or other documentation available on the OTNhub, concerning OH's Services;

Contact OH's Privacy Office with Potential Breach

12. To promptly contact both OH's privacy officer at OH-OTN-Privacy@ontariohealth.ca and your organization's privacy officer upon first learning of the possibility of unauthorized use or disclosure of any PHI related to the use of the OH Services; and,
13. OH may suspend or terminate your right, in accordance with the termination provisions set out above, to use the OTNhub and the OH Services if it determines you have caused a threat, through your acts or omissions, to the security and integrity of Confidential Information, personal information and/or PHI. Wherever reasonably practicable, OH will provide a thirty (30) day remedy period for any such breach before suspension and/or termination is implemented.

OH'S OBLIGATIONS REGARDING PERSONAL HEALTH INFORMATION

For the purposes of this 'Personal Health Information' section, access has the same meaning as ascribed to 'collection' under PHIPA.

1. OH will comply with all Applicable Laws including those pertaining to the protection and confidentiality of PHI;

2. OH may, in the course of providing OTNhub and other Services and Programs, act as an "Agent", a "Health Information Network Provider (HINP)", a Service Provider, and/or an electronic Service Provider ("ESP") (as such terms are defined in PHIPA). For further details please see **OH PHIPA Roles** related to the OTNhub;
3. OH will notify you at the first reasonable opportunity (with all efforts to do so within two (2) business days) of becoming aware of any unauthorized collection, access, use, disclosure or disposal of PHI provided by the User through the use of the OTNhub products and the OH Program and Services. OH will use all reasonable efforts to support the Member organization in responding to incidents of unauthorized access, use, disclosure or disposal of PHI;
4. Except as otherwise required by law, OH will not use or disclose any PHI which it may host on your behalf or to which it has access in the course of providing OH Services except as necessary in the course of providing these Services;
5. Notwithstanding section 4 above, OH will adhere to its' records and information management policy in a manner that strives to ensure you can adhere to your retention requirements;
6. Except as otherwise required by law, OH will ensure that its' employees, or any person acting on its behalf, comply with the restrictions on collection, use and disclosure of PHI set out in this User Agreement, in relation to using OH Services;
7. OH is only responsible for providing the technology and support to access and use OTNhub Services and cannot be responsible for the privacy practices of Users;
8. OH will provide to the User upon request a plain language description of OH Services that is appropriate for sharing with the patients of the Member organization to whom the PHI relates, including but not limited to a general description of the safeguards in place to protect against unauthorized use and disclosure, and to protect the integrity of the PHI;
9. OH will provide to the User upon request a written copy of the results of an assessment of OH Services with respect to:
 - a) threats, vulnerabilities and risks to the security and integrity of the PHI;
 - b) how OH Services may affect the privacy of the individuals who are the subjects of the PHI;

OH's Administrative, Technical and Physical Safeguards

1. OH will ensure that it has:
 - (i) a Privacy Program responsible for governance and oversight; and,
 - (ii) an Information Security Department responsible for information security throughout the organization.
2. OH is committed to the protection of PHI processed, transmitted, and/or stored on its premises through a combination of Administrative, Technical and Physical Safeguards, including but not limited to the following:
 - a) Administrative Safeguards:
 - i. Information Security Policies, Standards and Procedures;
 - ii. Employee Security Training and Awareness;
 - iii. Background checks prior to providing employment;
 - iv. Confidentiality and Non-Disclosure Agreements;

- b) Technical Safeguards:
 - i. Network Access Controls;
 - ii. Anti-Malware Protection;
 - iii. Encryption Technologies;
 - iv. Logging and Monitoring;
 - v. System Patching;
- c) Physical Safeguards:
 - i. Redundant and highly secure data centres with restricted access privileges; and,
 - ii. Proximity card enabled access to OH offices.

OH's Policy and Procedure on Deidentification of Personal Health Information and Personal Information

OH shall meet and comply with the definition and requirements of "de-identify" and "de-identification" under Section 2 of PHIPA and such regulations, requirements, and standards for the de-identification of PHI and in compliance with the *Freedom of Information and Protection of Privacy Act* (FIPPA) and such regulations, and including OH's policy and procedure on deidentification. These provisions prohibit any attempt to re-identify information that has been previously de-identified, except for a limited class of persons including Health Information Custodians (HICs) and Prescribed Entities (each as defined by PHIPA).

OH shall not use or attempt to use information that has been de-identified to identify an individual, either alone or with other information, unless PHIPA, FIPPA, or another Act permits the information to be used to identify the individual.

Under the direction of a Member, OH may de-identify any and all PI/PHI provided that the de-identification conforms to the requirements of PHIPA and maintains such documentation as required by Applicable Law.

OH may also use PHI to create information that is de-identified. OH's use of PI/PHI for de-identification purposes shall comply with PHIPA, FIPPA, and the terms and conditions of these Terms of Service. Unless authorized in writing by the Member organization, OH shall use and disclose de-identified data only to perform functions, activities, or services for, or on behalf of, the Member organization and in accordance with, the provisions of these Terms of Service (and, for the avoidance of doubt, not for OH's own purposes).

OH may act as an Agent to the Health Information Custodian (HIC) and dictates what the HIC mandates OH to do. This would include:

1. Access to PI/PHI if required to perform a function that the HIC cannot or delegates to OH;
2. Access to deidentified data that HIC deidentifies; and that OH cannot reidentify;
3. Deidentify PI/PHI on physician behalf to perform function specified by the HIC:
 - a) Agreement should state some of the purposes; and,

- b) Aggregate data for specific purposes stated in a separate agreement.

F. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT (FIPPA)

You acknowledge that the performance of the parties' obligations in connection with these Terms of Service may involve the access, collection, use and/or disclosure of personal information (PI), as the term is defined in FIPPA, and personal health information (PHI), as that term is defined in PHIPA.

OH is designated as an "institution" within the meaning of FIPPA and as a result, all persons may have a legal right of access to information in the custody and/or control of OH, subject to a limited set of exemptions. Notwithstanding any provision in these Terms of Service, you acknowledge and agree that these Terms of Service and any records or information related to these Terms of Service, or any portion thereof, may be disclosed in accordance with the provisions of FIPPA, based on an access request to a party, an order of the Information and Privacy Commissioner or as otherwise required under Applicable Law. In the event that you are designated as an "institution" within the meaning of FIPPA, OH acknowledges and agrees that these Terms of Service and any records or information related to these Terms of Service, or any portion thereof, may be disclosed in accordance with the provisions of FIPPA, based on an access request to a party, an order of the Information and Privacy Commissioner or as otherwise required under Applicable Law.

In the event OH receives a Freedom of Information request through FIPPA, notice will be provided to any individual wherein their personal information, records (both as defined by FIPPA), Confidential Information or any eligible information will be disclosed through this process. Such notice will provide the following information: (i) the legal authority for the collection; (ii) the reason for the collection; and, (iii) who to contact for more information.

G. CANADA'S ANTI-SPAM LAW (CASL)

OH in its practices and communication is subject to the Canada's Anti-Spam Law (CASL). The current interpretation of the law does not allow for OH to be exempt and as such must meet the obligations as mandated by CASL.

H. PHYSICIAN CORPORATIONS AND PHYSICIAN BILLING

Physician Corporations

If these terms are being agreed to by a Physician Corporation (as that term is defined in Ontario Regulation 665/05 Health Profession Corporations to the Business Corporations Act, R.S.O. 1990, c. B. 16), then by agreeing to these terms, the Physician Corporation and the physician agree that all references herein to the User or to you shall mean both the

Physician Corporation and the physician. Further, the Physician Corporation and the physician agree that the Physician Corporation and the physician shall be jointly and severally liable for the obligations set out herein, provided that those obligations which at law or in all practicality can only be met by a physician will be deemed to be obligations of the physician only (including by way of example only, the obligations pertaining to CPSO registration and Ministry billing numbers).

Physician Billing

If you are a physician using OH's Services to provide patient care, then:

1. You represent and warrant that you are in good standing with the College of Physicians and Surgeons of Ontario licensed to practice in Ontario;
2. Each physician's billing and payment arrangements with respect to the Virtual Care Services provided will be carried on between the physician and the Ministry directly, which will include the requirement that each physician submit bills regarding Virtual Care Services directly to the Ministry; and,
3. You must inform OH immediately if your medical license is suspended or terminated.

I. MEMBER SERVICES AND SUPPORT

Please [check here](#) for current contact information and hours of operation.

J. DEFINITIONS & ACRONYMS

1. Act: the *Arbitration Act, 1991 (Ontario)*, as amended or replaced, from time to time
2. Agent: as defined in PHIPA
3. Applicable Law: all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the OH Services and these Terms of Service, including, without limitation O. Reg. 114/94 of the *Medicine Act, 1991* (collectively, "Applicable Law")
4. CASL: *Canada's Anti-Spam Law*
5. Confidential Information: all confidential, secret or proprietary information relating to the Member organization or any of its Affiliates (as such term is defined in the Business Corporations Act (Ontario)), including, without limitation, information which is designated as confidential or proprietary or that should be considered as such from its nature or from the circumstances surrounding its collection, use or disclosure. Confidential Information shall not include information that: (i) is or becomes generally known or available to the public at large other than as a result of a breach by OH of any obligation to the Member organization; (ii) was known to OH free of any obligation of confidence prior to disclosure by the Member organization; (iii) is disclosed to OH on a non-confidential basis by a third party who did not owe an obligation of confidence to the Member organization; or (iv) is developed by

OH independently of and without reference to any part of the Confidential Information

6. De-identify: in relation to the PHI of an individual, means to remove, in accordance with such requirements as may be prescribed, any information that identifies the individual of for which it is reasonably foreseeable in the circumstances that it could be utilized, either alone or with other information, to identify the individual, and "De-identification" has a corresponding meaning
7. Directory: the OTNhub directory is a tool provided by OH for healthcare professionals that lists Member and Member organization profiles to facilitate professional collaboration in support of patient care.
8. Distribution Channel: a computer system operated by OH that is accessed by Member organizations approved by OH
9. EOS: End of Service
10. FIPPA: the Freedom of Information and Protection of Privacy Act
11. HIC or Health Information Custodian: as defined in PHIPA
12. HINP or Health Information Network Provider: as defined in PHIPA
13. Identity Provider: an organization that validates a user's real identity and assigns them a set of credentials
14. Including: "including without limitation" and the term "including" shall not be construed to limit any general statement which it follows to the specific or similar items or matters immediately following it
15. Loss and Losses: (without limitation) any expenses, costs, damages or liabilities or any cause of action, actions, claims, demands, lawsuits, inquiries, investigations or other proceedings, court costs, arbitration fees, penalties, fines, amounts paid in settlement of claims, legal fees and expenses of investigation
16. Member(s): the individual user(s) or independent practitioner(s) using the OTNhub and governed by the OTNhub User Agreement
17. Member organization(s): the organization(s) or independent practitioner(s) that is/are governed by these Terms of Service; may also be considered a HIC
18. Ministry: the Ministry of Health (Ontario) or any successor Ministry having responsibilities for virtual care billing
19. Network Equipment: data communications hardware and networking equipment, including routers and switches, access to which is provided by OH to the Member organization pursuant to these Terms of Service
20. OH: Ontario Health
21. OTNhub: an online platform owned and operated by OH, through which it offers Virtual Care services
22. OTNhub User Agreement: the terms by which a User of the OTNhub and OH Services will be governed
23. OH Service(s): the integrated suite of services that support virtual care activity for clinical, education and administrative purposes for use by the healthcare community in Ontario, including, but not limited to, videoconferencing (via room based systems, personal computer or on a mobile devices), the eConsult Blended Service Directory access to healthcare professionals and sites, scheduling, secure messaging. [Please click here](#) for a full listing of the OH Services

24. Party: OH or the Member organization; Parties means both of them
25. PHI: personal health information, as defined in PHIPA
26. PI: personal information, as defined in FIPPA
27. PHIPA: the *Personal Health Information Protection Act, 2004*, S.O. 2004, c.3, Sched. A and the regulations thereunder, as may be amended or replaced, from time to time
28. Prescribed Entity: as defined in PHIPA
29. Service Provider or electronic Service Provider (eSP): as defined in PHIPA
30. Terms of Service: these Terms of Service, including all attached schedules and appendices and all documents specifically referred to herein as forming part hereof and available at www.otn.ca, as the same may be supplemented, amended, restated or replaced from time to time
31. Third Party and Third Parties: any individual, organization or entity that is not directly associated with a Member organization of OH and that the Member organization permits to access and use the Videoconferencing Network
32. TSLA: the technical service level agreement (TSLA) which forms a part of these Terms of Service and which outlines the technical services available to the Member organization and Members and delineates the mutual roles, responsibilities, performance targets and constraints associated with the provision of these technical services by OH to the Member organization and Members
33. User or Users: (a) an individual affiliated with the Member organization (including, without limitation, independent practitioner, employees, volunteers, students, agents or independent contractors of the Member organization) that the Member organization permits to access and use the OTNhub and OH Services, or (b) a Third Party, as applicable
34. Videoconferencing Equipment: all hardware and, as applicable, software (including videoconferencing platforms, codecs, medical devices, but excluding all Network Equipment) that facilitates the ability of the Member organization to use OH Services for the provision of Virtual Care Services
35. Videoconferencing Network: the point-to-point and multi-point electronic technologies operated by OH that enable the Member organization to provide the Virtual Care Services through videoconferencing and which may also be used by the Member organization for educational, administrative or other clinical purposes
36. Virtual Care Services: the use of videoconferencing and other information and communication technology to connect health care providers and patients in ways that enable them to overcome the barriers created by time and distance
37. VOR: vendor of record