

CORCARE LINK ACCESS AGREEMENT

This CorCare Link Access Agreement (the "**Agreement**") is entered into as of [REDACTED] (the "**Effective Date**"), by and between the Provincial Health Authority, operating as Newfoundland and Labrador Health Services ("**NLHS**") with an office address and contact email as listed on the Signature Page

–and–

[REDACTED], a custodian pursuant to the *Personal Health Information Act* ("**PHIA**") of the Province of Newfoundland and Labrador, (the "**Provider**") with an office address and a contact email as listed on the Signature Page.

In consideration of the mutual promises, terms, and conditions set out in this Agreement, the parties agree as follows:

1. **Background.** Epic Systems Corporation provides a health information management system called CorCare to NLHS to assist in the provision of comprehensive health care and related services across Newfoundland and Labrador. Epic CorCare Link is a web portal that allows authorized parties external to NLHS to securely view and add certain limited patient information into the Epic CorCare Link platform ("**CorCare Link**").
2. **PHIA Compliance.** The Provider is a custodian under the **PHIA** and must, at all times, comply with all obligations under PHIA. The Provider confirms understanding of their obligations under PHIA. The obligations in this Agreement are in addition to what the Provider is already required to do under PHIA and in the event of any inconsistency, PHIA will prevail.
3. **Who Controls the Records.** NLHS is custodian of all personal health information ("**PHI**") stored in CorCare Link that NLHS has custody or control over ("**Patient Data**"). For clarity, NLHS is always the custodian of any Patient Data in CorCare Link that the Provider or its Users can view in read-only form. The Provider is custodian of any PHI its Users enter into CorCare Link ("**Provider Inputs**") until those Provider Inputs are submitted to the patient record, at which point they become Patient Data for which NLHS is custodian.
4. **Access and Users.** The Provider must designate a site administrator to be its point of contact with NLHS by providing their name, title, business phone, business email, and business address and notifying NLHS within two (2) business days of any change. The Provider must determine who on its team may access CorCare Link ("**Users**"), maintain an accurate User list (including name, role, professional designation, if applicable, location of practice, and contact details), provide that list to NLHS, and notify NLHS of any changes within three (3) business days. As applicable, the Provider confirms all Users' professional licences will be in good standing while those Users have access.
5. **Login Credentials.** Each User receives a unique login that must not be shared. The Provider is responsible for all activity under its Users' logins.
6. **Accuracy.** Because Patient Data comes from many different sources, NLHS cannot guarantee that everything in the system is clinically complete or correct. The information in CorCare Link is provided on an "as-is" and "as-available" basis.
7. **Authorized Use and Disclosure.** Patient Data in CorCare Link may only be accessed or used to deliver care or as permitted by PHIA. This does not restrict a Provider's use or disclosure of PHI from their own records in accordance with PHIA, including copies of Patient Information that have been incorporated for clinical purposes into the Provider's records and are under the Provider's custody and control. Where a request relates to Patient Data available only in CorCare Link, it will be directed to NLHS or disclosed with notice to NLHS if required by law.
8. **Copies of Information.** The Provider and its Users may only store Patient Data outside CorCare Link where: (i) one copy of clinically relevant Patient Data is needed to provide care to that patient and is kept in the Provider's own records; or (ii) a copy is given to the patient at the patient's request.

If the Provider or its Users retain any Patient Data outside CorCare Link, the Provider becomes custodian of that retained information.

9. **Confidentiality Obligations.** The Provider and its Users must not: (i) store or export Patient Data outside Canada without NLHS's written permission (Users may access CorCare Link on personal devices outside Canada provided Patient Data is protected); (ii) use Patient Data to develop or train artificial intelligence or machine learning systems; or (iii) use Patient Data for any purpose other than as set out in this Agreement. The Provider must notify NLHS immediately upon becoming aware of any breach of this section.
10. **Breach Notification.** If the Provider or any User discovers or reasonably suspects any actual or potential breach, the Provider must notify NLHS by written notice to securityalerts@nlhealthservices.ca within twenty-four (24) hours of discovery. The Provider must take all reasonable steps to contain the breach and must fully co-operate with any investigation by NLHS or any regulatory body.
11. **Audits.** NLHS may conduct audits at any time to verify appropriate access to Patient Data. Audits may occur randomly, in response to a suspected breach, or at a patient's or Provider's request. Audits cover CorCare Link system access logs and access activity only and are not used to assess clinical practice. The Provider must promptly notify NLHS of any inappropriate access it identifies and must co-operate with any audit.
12. **Limitation on Access.** NLHS may limit a User's access to CorCare Link if it reasonably believes there has been a breach of this Agreement or the security of Patient Data has been compromised. Any such limitation will last only as long as necessary to address the issue and NLHS will arrange alternative processes to ensure patient care is not impacted.
13. **Removal of Users.** The Provider must notify NLHS within three (3) business days if a User leaves, loses their professional licence, or no longer requires access. NLHS will remove that User's access within three (3) business days of receiving notice.
14. **System Availability.** CorCare Link may occasionally be unavailable for updates, investigations, or security reasons. NLHS does not guarantee uninterrupted access but will endeavour to schedule any interruptions outside business hours.
15. **Term and Termination.** This Agreement lasts ten (10) years unless ended earlier. Either party may terminate by giving thirty (30) days' written notice. On termination, the Provider and its Users must immediately cease accessing CorCare Link.
16. **General.** Notices should be sent to the contact information on the signature page. This Agreement is governed by the laws of Newfoundland and Labrador, and the parties submit to the exclusive jurisdiction of its courts. Provisions intended to survive termination (including confidentiality, breach management, and compliance obligations) shall do so. This is the entire agreement between the parties on this subject. Amendments must be in writing and signed by both parties. Neither party may assign this Agreement without the other's written consent. The parties are independent of each other. Disputes will first be addressed by negotiation, failing which by binding arbitration under the *Arbitration Act* with a single mutually agreed arbitrator. This Agreement may be executed electronically or in counterparts and electronic signatures are valid and binding.

[SIGNATURE PAGE FOLLOWS]

SIGNED:

**PROVINCIAL HEALTH AUTHORITY,
OPERATING AS NEWFOUNDLAND AND
LABRADOR HEALTH SERVICES**

Per: _____
Name:
Title:

**I have full power and authority to enter into this
Agreement on behalf of and to bind NLHS thereto.*

NLHS Business Address and Contact Email Address:

300 Prince Philip Drive, St. John's, NL A1B 3V6 privacy@nlhealthservices.ca

PROVIDER

Per: _____
Name:
Title:

**I have read and agree to the terms in this Agreement,
and I intend to be legally bound. I understand that
entering my name and title and/or otherwise applying
my signature to this Agreement, this constitutes my
electronic signature.*

Provider Business Address and Contact Email Address:
