

**THIS CORCARE LINK ACCESS SITE AGREEMENT** made effective as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the "**Effective Date**")

**BETWEEN:**

**PROVINCIAL HEALTH AUTHORITY, OPERATING AS NEWFOUNDLAND AND LABRADOR HEALTH SERVICES**, established pursuant to the *Provincial Health Authority Act*, SNL 2022, c P-30.1 ("**NLHS**")

- and -

**[SITE NAME]** \_\_\_\_\_, the provider of certain health care services within the Province of Newfoundland and Labrador (the "**Provider**")

**WHEREAS:**

- A. NLHS is responsible for, *inter alia*, the delivery and administration of health and community services in the province of Newfoundland and Labrador and the implementation, operation, and management of a comprehensive and aligned information system that fully integrates and uses data and health information from all components of the health and community services system for the delivery of health care and health system planning (a "**Health Information Management System**").
- B. As of April 25, 2026, NLHS will be using CorCare, a Health Information Management System provided by Epic Systems Corporation, ("**CorCare**") in all aspects of health service delivery in all communities, province wide.
- C. One of the CorCare platforms is Epic CorCare Link, a web portal that will allow external users to securely view patient medical information in CorCare, ("**CorCare Link**"). CorCare Link will be required for authorized individuals outside NLHS to submit requests to NLHS for consultation and investigations including laboratory and diagnostic imaging.
- D. The Provider is a user group or other individual or organization that provides services related to health care ("**Health Care Services**"), as more particularly defined in PHIA.
- E. The Provider provides Health Care Services in Newfoundland and Labrador but is not employed by, contracted to, or otherwise affiliated with NLHS.
- F. As CorCare Link is required for the provision of Health Care Services in Newfoundland and Labrador, NLHS has invited the Provider to access and use CorCare Link, and the Provider has accepted the invitation, for the provision of certain health and community services pursuant to the terms and conditions of this Agreement.

**NOW THEREFORE** in consideration of the mutual covenants, terms, and conditions herein, the Parties covenant and agree as follows:

- 1. **Definitions.** Defined terms not otherwise defined within this Agreement and general contractual provisions are set out in Schedule "A."

## 2. Purpose.

- (a) The Parties wish to enter into a mutually beneficial arrangement whereby NLHS shall provide access to CorCare Link to the Provider for the purposes of the Provider's delivery of certain health and community services and the Provider shall provide support to NLHS with respect to certain legislated responsibilities of NLHS for the provision health care and community services by enabling the sharing of Information (the "**Shared Purpose**").
- (b) The Parties enter into this Agreement, together with the Schedules annexed hereto, to:
  - (i) set out the intent and expectations of the Parties and to provide clarity with respect to the obligations and responsibilities of each of the Parties, and other related issues, regarding the Shared Purpose; and
  - (ii) enable the Parties to comply with their statutory and other obligations such as those under ATIPPA and PHIA, by establishing parameters for the effective protection and Security of the Information against theft and loss; unauthorized access, use, disclosure, copying, and modification; and unsecure retention, transfer, disposal, and/or destruction of the Information as required of Custodians.

## 3. Custodianship.

- (a) For the purposes of PHIA, and to the extent that any Users are permitted to input certain PHI regarding the problems, allergies, medications, and immunizations of Patients into CorCare Link (the "**PAMI Information**") and to the extent that any Users upload any documents to the record of a Patient within CorCare Link (each, an "**Upload**" and, collectively with the PAMI Information, the "**Provider Inputs**"), the Parties expressly agree and confirm that the Provider and its Users, as the case may be, are Custodians of the Provider Inputs when such Provider Inputs are in their custody and control. As Custodians, the Provider and its Users, as the case may be, have the authority to authorize access to the Provider Inputs as contemplated in this Agreement and in accordance with applicable Privacy Laws.
- (b) Where the Provider or any of its Users are permitted to input PAMI Information or do upload any Uploads to CorCare Link, the Provider must be and must ensure that it and its Users are at all times compliant with the roles, responsibilities, and obligations of a Custodian as set out in PHIA.
- (c) For the purposes of PHIA, and except for any Provider Inputs when they are in the custody and control of the Provider or its Users, NLHS shall be the Custodian of all other PI and/or PHI of Patients that is in CorCare Link when such information is in the custody and control of NLHS and accessible to the Provider and or its Users ("**Patient Data**"), therefore NLHS has the authority to authorize access the Patient Data as contemplated in this Agreement and in accordance with PHIA.
- (d) For greater certainty, NLHS shall, at all times, be the Custodian of any Patient Data that is contained within CorCare Link and accessible to the Provider and/or its Users in read-only format. The Provider and/or its Users, as the case may be, shall

be the Custodians of the Provider Inputs when any such Provider Inputs are within the custody and control of the Provider or its Users. Once the Provider Inputs are submitted to or otherwise uploaded into CorCare Link, the Provider or its Users shall no longer have custody or control of the Provider Inputs and such Provider Inputs shall become part of the Patient Data for which NLHS is the Custodian.

- (e) For the purposes of this Agreement, where the GDPR is deemed to be the governing legislation applicable to the Provider and/or Users' use of and access to CorCare Link and any PI and/or PHI therein, "Custodian" shall be read to mean "Data Controller" as defined in the GDPR. In such case, the Provider must be and must ensure that its Users at all times compliant with the roles, responsibilities, and obligations of a Data Controller as set out in the GDPR.

#### 4. Information Access.

- (a) The Provider is or employs, *inter alia*, health care professionals or health care providers (each, a "**Health Care Provider**"), each as more particularly defined in PHIA, to deliver certain Health Care Services to individuals in the province of Newfoundland and Labrador (the "**Patients**").
- (b) The Provider is responsible for identifying an individual who will be responsible for communicating with NLHS on behalf of the Provider and for ensuring, at all times, the Provider's compliance with this Agreement (the "**Site Administrator**"). The Provider shall give NLHS the name, role / title, email, phone number, and address of the Site Administrator and shall ensure that NLHS is advised of any change to the Site Administrator or their information within one (1) business day of any such change. The first Site Administrator shall be set forth on the signature page.
- (c) The Provider is also responsible for identifying Health Care Providers and other Related Parties that will have access to CorCare Link (together, the "**Users**") and for maintaining a list thereof, including their name, role / title, professional designation(s), location of practice, address, phone number, email, and any other information NLHS may reasonably request (collectively, the "**User Information**"). The list of Users is subject to change from time to time for reasons including the employment of additional Users by the Provider, the termination of one or more of the Users' employment with the Provider, the termination or suspension of one or more of the Users' professional practice licenses or accreditations, and/or a User's breach of the Terms (each, a "**User Departure**").
- (d) Site Administrator shall provide a list of all Users and related User Information to NLHS upon signing this Agreement and at any time within three (3) business days of a User Departure or a change to any User Information and/or upon request by NLHS. In the event that a new User is added to the list, the Site Administrator shall also be responsible for initiating the required execution of the Oath(s), and any other related forms, documents, or agreements (collectively, the "**Documents**") by any such new Users within the same period.
- (e) Within three (3) business days of NLHS having received notice of a User Departure or any other change to the Users or User Information, NLHS shall remove access to CorCare Link to the applicable User(s).

- (f) Users will each be provided with a unique user ID and password for accessing CorCare Link ("**Credentials**"). A User may only access CorCare Link using their own Credentials and under no circumstance may a User share or permit any other person to share their Credentials. Users are responsible for maintaining the Confidentiality of their Credentials
- (g) The Parties acknowledge and agree that:
- (i) access to CorCare Link shall not be granted to the Provider and/or any User unless and until this Agreement is duly executed by the Parties and copies thereof have been received by NLHS;
  - (ii) all Users shall be required to sign the Oath prior to accessing CorCare Link;
  - (iii) NLHS may, at any time, in its sole discretion, send written notice to the Site Administrator requesting a copy of the Oath signed by any one or more Users, or all Users, as the case may be, and the Provider shall be responsible for providing NLHS with such copies as soon as reasonably possible following receipt of the written request, but in any event not more than two (2) business days after receipt;
  - (iv) Users will not be able to access CorCare without agreeing to the Terms and any additional terms and/or conditions provided or otherwise required by Epic Systems Corporation;
  - (v) Users may only access CorCare Link or any of the Information contained therein for the Provider Purpose or as otherwise required or permitted pursuant to PHIA and/or any relevant legislation or Privacy Laws; and
  - (vi) Users may only access the minimum amount of Information required for the Provider Purpose or as otherwise required or permitted pursuant to PHIA and/or any relevant legislation or Privacy Laws.
- (h) The Provider represents and warrants that:
- (i) where applicable, the Users' professional licenses shall at all times be in full force and effect and shall remain active and in good standing at all times while that User has access to CorCare Link;
  - (ii) the Provider has the sole and exclusive responsibility for ensuring that all Users sign the Oath prior to accessing CorCare Link and for maintaining a valid record of the signed Oaths of all active Users;
  - (iii) the Provider shall be fully responsible for all activity occurring by or under the Credentials of each of the Provider's Users; and
  - (iv) the Provider shall at all times comply, and will require all its Users to comply, with this Agreement, the Terms, any related Documents, and all applicable federal and provincial laws, rules, regulations, policies, and guidance, including PHIA, when accessing or otherwise using the Information and/or CorCare Link.

## **5. Information Collection, Use, Sharing, and Disclosure.**

- (a) The Provider has requested access to Patient Data contained within CorCare for the Provider Purpose and NLHS has agreed to share the Patient Data with the Provider and its Users, as applicable, for the Provider Purpose.
- (b) NLHS is authorized to collect, use, and/or disclose PHI to the Provider and its Users for the Provider Purpose pursuant to this Agreement and Sections 29(1), 33(1), 34(a), 34(c), 36(1), 37(1)(a)(i), 39(1)(d), and/or 39(1)(f) of PHIA.
- (c) In certain circumstances, NLHS has also requested access to Patient Data collected or otherwise created by the Provider or its Users for the NLHS Purpose and, where applicable, the Provider and its Users have agreed to share such Patient Data with NLHS for the NLHS Purpose. In these circumstances, the Provider and its Users may be permitted to input, upload, or otherwise submit certain Patient Data, including the Provider Inputs, directly into the Patient's medical record through CorCare Link. The Parties acknowledge and agree that these circumstances shall be governed by the terms and conditions outlined herein as well as the Terms and all applicable Privacy Laws and that the Provider and/or its Users shall bear all responsibility for the accuracy of the content thereof.
- (d) The Provider and its Users are authorized to collect, use, and/or disclose PHI to NLHS for the NLHS Purpose pursuant to this Agreement, the Terms, and Sections 24(2), 29(1), 33(1), 34(a), 34(c), and/or 36(1) of PHIA.
- (e) Unless required by law or otherwise authorized in writing by NLHS, neither the Provider nor its Users shall disclose the Information to any affiliated or unaffiliated third party, other than to Related Parties authorized by NLHS on a strictly need to know basis as required for the Purposes as set forth herein.
- (f) In the event that the Provider or any of its Users are required by law to disclose the Information, the Provider must, where and to the extent permitted by applicable law, provide NLHS with prompt and advance notice of the disclosure requirement to enable NLHS a reasonable opportunity to take and/or investigate steps to legally oppose, prevent, or restrict disclosure. Where circumstances prohibit the Provider from providing such notice prior to the disclosure, the Provider must provide such notice to NLHS immediately after the disclosure is made where permitted.
- (g) The Provider and its Users must use best efforts to maintain the accuracy of the Information and notify NLHS immediately of any errors or other occurrences that might impact the accuracy of the Information. Further, NLHS shall have no responsibility for the accuracy of the Provider Inputs and it is the obligation of the Provider and/or its Users to provide NLHS with any updates or corrections to any Provider Inputs.
- (h) The Provider acknowledges that the Information being accessed and shared through CorCare Link is drawn from numerous sources, including from third parties not under the control of NLHS. NLHS represents that the Information contained in CorCare Link is an accurate representation of the information in NLHS's electronic medical record but cannot guarantee the clinical accuracy, content, correctness, or completeness of the Information. CorCare Link is not guaranteed to operate

error free or without interruption, and the Provider may not rely upon the availability thereof. **EXCEPT AS EXPRESSLY PROVIDED BY THIS AGREEMENT, CORCARE LINK IS PROVIDED ON AN "AS-IS" AND AS-AVAILABLE" BASIS, WITHOUT ANY WARRANTY WHATSOEVER.** If CorCare Link becomes unavailable or malfunctions, NLHS shall use reasonable efforts to assist Epic Systems Corporation, as and if necessary, to restore CorCare Link as soon as practicable. The Provider shall not be held responsible for any failure to submit Provider Inputs to the extent that such failure results from the unavailability, malfunction, or interruption of CorCare Link.

## 6. Information Retention and Disposition.

- (a) All Parties must act in accordance with this Agreement regarding the secure transfer, retention, return, disposal, and maintenance of the Information.
- (b) The Provider and its Users shall ensure that all PI and PHI shared with or accessed by the Provider or its Users pursuant to this Agreement remains in CorCare Link at all times. Notwithstanding the foregoing, the Provider and/or its Users:
  - (i) can retain one (1) copy of any clinically relevant Patient Data from CorCare Link in their records for the relevant Patient if such Patient Data is required for the provision of Health Care Services;
  - (ii) are permitted to provide a copy of the Patient Data to that Patient, upon reasonable request of the Patient, or as otherwise permitted or required by any applicable Privacy Laws; and
  - (iii) confirm that they will only collect, use, disclose, access, manage, process, retrieve, store, retain, transfer, copy, modify, and/or dispose of Information accessed pursuant to this Agreement for the relevant Purposes as outlined in this Agreement, as NLHS authorizes, or as legally obligated with advance notice to NLHS as permitted by applicable laws.
- (c) In the event that a Provider or its Users remove or retain any Information from CorCare Link pursuant to Section 6(b) (the "**Retained Information**"), the Provider expressly acknowledges and confirms that the Provider and its Users, as the case may be, shall be the Custodians of the Retained Information in accordance with PHIA or any other applicable Privacy Laws.
- (d) Notwithstanding anything contained in this Agreement, if the Provider or any of its Users remove or retain any Information in any manner that is not contemplated in this Agreement or otherwise permitted by any applicable laws, or if NLHS reasonably believes that there has been a breach of this Agreement by the Provider or its Users and/or if it believes that the Confidentiality, protection, and/or Security of the Information has been compromised by the Provider or its Users, NLHS may immediately suspend or terminate this Agreement, require that the Provider cease all access and use of CorCare Link and all the Information therein, and/or mandate the prompt return or secure destruction, in the manner directed by NLHS, of any or all of the Information removed or retained by the Provider or its Users in any form. The Provider or its Users, as the case may be, shall provide NLHS with a written attestation or certificate of return and/or destruction confirming

compliance with this provision in a format acceptable to NLHS and signed by an individual authorized to sign on behalf of, and with authority to bind, the Provider.

- (e) Upon termination of this Agreement, the Provider and its Users shall immediately cease all access and use of CorCare Link and any use, disclosure, access, management, processing, retrieval, storage, transfer, copying, modification, maintenance, and disposition of the Information contained therein. Upon the request of NLHS, the Provider and its Users, as the case may be, shall provide NLHS with a written attestation or certificate confirming compliance with this provision in a format acceptable to NLHS and signed by an individual authorized to sign on behalf of, and with authority to bind, the Provider.

## 7. CorCare Link Access and Use.

- (a) For the purposes of this Agreement, NLHS maintains CorCare Link and agrees to enable the Provider and its Users to access the PI and/or PHI of Patients in CorCare Link and, in certain circumstances, to input certain PI and/or PHI of Patients into CorCare Link, including the Provider Inputs, in each case solely for the Provider Purpose. The Parties acknowledge and agree that any access to CorCare Link by the Provider or its Users shall be governed by the terms and conditions outlined herein as well as the Terms and all applicable Privacy Laws.
- (b) The Provider agrees to provide the required devices and technology and to meet the technical, system, and security requirements necessary to enable the Users to access CorCare Link in accordance with the terms of this Agreement. The Parties agree that the Provider shall be solely accountable and responsible for the technical, system, and related requirements to enable such access.
- (c) Notwithstanding anything else contained herein, to enable for the planning and/or the ongoing provision of access to CorCare Link by the Provider and its Users should CorCare Link be updated or replaced with new systems during the Term of this Agreement, or should the planning for such events occur (the "**Upgrades**"):
  - (i) where NLHS has received advance notice of any Upgrades from Epic Systems Corporation, NLHS shall provide the Provider with reasonable advance notice of any planned Upgrades that may affect a Provider or its Users' access to CorCare Link;
  - (ii) NLHS shall use reasonable efforts to work with Epic Systems Corporation to schedule Upgrades outside of normal business hours in Newfoundland and Labrador and to minimize the duration and impact of any interruption;
  - (iii) the Provider hereby authorizes and consents to NLHS sharing Provider Business Information, User Personal Information, and/or Patient Data with the Related Parties of NLHS who require this information for the Upgrades provided notice of such sharing is first given to the Provider;
  - (iv) the Provider acknowledges and agrees that it will cooperate with NLHS to support the Upgrades by providing, *inter alia*, such other information and technical and other assistance which may be reasonably required by NLHS for the Upgrades; and

- (v) the Provider acknowledges and agrees that it may be required to execute additional agreements specific to the Upgrades to maintain ongoing access to CorCare Link or any replacement or successor systems;
- (d) Although NLHS will use reasonable efforts to work with Epic Systems Corporation to maintain the availability of CorCare Link, NLHS does not guarantee that access to CorCare Link will be available at all times. NLHS and Epic Systems Corporation, each in their sole discretion, reserve the right to refuse or terminate access to CorCare Link at any time should it be necessary or desirable for any Upgrades or the modification of any functionality or information available on or through CorCare Link. The Provider shall not be in breach of this Agreement to the extent that the Provider is unable to access or use CorCare Link as a result of an Upgrade.
- (e) NLHS will, from time to time, run audit reports to review the appropriateness of Users' access to the Information held within CorCare Link. NLHS may also run such audit reports upon request of a Patient or Provider and in the event of an actual or suspected Breach. NLHS may give the Provider copies of such reports upon request by the Site Administrator. The Provider agrees to assist NLHS, from time to time in NLHS's sole discretion, in reviewing such audit reports and identifying any instances of inappropriate use by its Users. In the event the Provider identifies any inappropriate access or use by its Users, the Provider agrees to promptly notify NLHS of such inappropriate access and/or use.

## **8. Confidentiality and Privacy.**

- (a) Pursuant to this Agreement and the Purposes set forth herein, the Parties will have access to and manage certain confidential information of the other Party. Such information shall be subject to the Confidentiality obligations outlined herein.
- (b) The Parties shall ensure the Confidentiality, protection, and Security of the Information of the other Party that is disclosed pursuant to this Agreement in a manner consistent with this Agreement. The Parties each confirm that they and their respective Related Parties that are authorized and receive access to the Information shared under the terms of this Agreement, will only collect, use, disclose, access, manage, process, retrieve, store, retain, transfer, copy, modify, maintain, and/or dispose of said Information for the relevant Purposes as outlined in this Agreement, as the other Party authorizes, or as legally obligated with advance notice to the other Party as permitted by applicable laws.
- (c) Without limiting the generality of any other terms of this Agreement, the Provider confirms that neither the Provider nor any of its Users will:
  - (i) store, transmit, retain, or export, directly or indirectly, any Information:
    - (A) outside of Canada, unless expressly permitted to do so in writing by NLHS, notwithstanding that Users may access CorCare Link on Provider- or User-owned devices when outside Canada and in accordance with NLHS policies;
    - (B) on a personal device, unless expressly permitted to do so in writing by NLHS and in accordance with NLHS policies; or

- (C) for the purposes of developing or training artificial intelligence ("**AI**"), including machine learning or generative AI;
- (ii) reidentify or attempt to reidentify any anonymized deidentified or aggregated Information; and
- (iii) collect, use, disclose, access, manage, process, retrieve, store, retain, transfer, transmit, export, copy, modify, maintain, and/or dispose, directly or indirectly, the Information for any purpose other than the relevant Purposes, as authorized by NLHS, or as legally required pursuant to the applicable laws with advance notice to NLHS and in compliance with any legal restrictions on such notice.

The Provider shall promptly notify NLHS should it become aware of any violation of this Section 8(c).

- (d) The Provider has reviewed the entirety of NLHS's policy on Privacy and Confidentiality, as may be amended from time to time in the sole discretion of NLHS, including responsibilities regarding the Information obtained during the course of this Agreement, which policy is as found in **Schedule "C"**. If requested by NLHS, the Provider shall ensure that its Users complete a privacy training course as requested and provided by NLHS.
- (e) The Provider has executed an Oath and shall ensure that all its Users sign an Oath in each case in the form set forth in **Schedule "D"**.
- (f) The Parties acknowledge that, except as expressly provided herein, no right, title, or interest in and to the Information is granted to the Provider or implied hereunder. Nothing contained in this Agreement shall restrict NLHS's right to deal with the Information in any manner. As between NLHS and the Provider, the Information is owned by NLHS and NLHS grants the Provider a limited, royalty fee, non-exclusive licence to use the Information solely for the Provider Purpose and as provided in this Agreement. Where the Provider or its Users input, upload, or otherwise submit any Provider Inputs into CorCare Link, the Provider acknowledges and agrees that such Provider Inputs shall be owned by NLHS and licensed to the Provider pursuant to the terms of this Agreement.

## **9. Security.**

- (a) The Provider shall be compliant, and will ensure the compliance of its Users, with all requirements respecting the Confidentiality, protection, and Security of the Information, including data security standards governing the secure exchange and management of information; NLHS policies, procedures, standards, and guidelines applicable to the Security of the Information, provided said NLHS documentation and any amendments thereto is delivered to the Provider in the manner outlined in Section 14(j); and all applicable legislation, including the Privacy Laws.
- (b) Unless otherwise specified herein, the Provider and its Users shall treat the Information as confidential and will use reasonable commercial efforts to protect the Information from theft; loss; unauthorized access, use, disclosure, copying, and modification; and unsecure retention, transfer, disposal, and/or destruction.

- (c) To protect and secure the Information, the Provider must:
  - (i) have Security policies in place, and comply with such policies throughout the Term, that are reasonable in the circumstances and meet or exceed generally accepted industry standards, including secure electronic data retention, backup, disposal, and destruction; data protection; access control, identification, and authentication; password governance; information security incident response; server, network, and work station security; electronic media destruction and IT equipment disposal; antivirus and firewall administration; remote access; mobile device security; disaster recovery; and logging and auditing control;
  - (ii) use appropriate industry best practice security technology to ensure the Security of all transmissions of the Information to prevent the corruption, loss, destruction, or misdirection thereof; and
  - (iii) employ systems security measures which meet or exceed any and all applicable standards required by applicable law and keep all such systems maintained and current.
- (d) The Provider, at its sole cost and expense, shall ensure that all its Users are aware of and compliant with the policies and procedures of NLHS as they relate to the Confidentiality and Security of the Information.
- (e) Upon request, NLHS will be permitted to review, at no cost to NLHS, the policies and procedures of the Provider as they relate to the Confidentiality and Security of the Information, including those referenced in Section 9(c).
- (f) If the Provider becomes aware of, suspects, or identifies any Security threats regarding the Confidentiality or protection of the Information or suspects an incident which has led to, or could lead to, the compromise of the Confidentiality, protection, or Security of the Information, the Provider must report the incident to NLHS immediately as outlined herein.
- (g) NLHS retains the right to remove and/or refuse access to CorCare Link and/or the Information to the Provider of any of its Users on reasonable grounds related to ensuring the Confidentiality, protection, and Security of the Information and/or to ensure NLHS' compliance with any applicable laws or internal policies.

## **10. Breach Management.**

- (a) The Provider must provide notice to NLHS as outlined in Section 14(j) herein as well as by email to [securityalerts@nlhealthservices.ca](mailto:securityalerts@nlhealthservices.ca) of any and all actual or potential Breaches immediately upon, but not later than twenty-four (24) hours after, discovering or receiving a report of a Breach or potential Breach, and must immediately take all reasonable measures in the circumstances to prevent or minimize the Breach, potential Breach, or its reoccurrence, as the case may be.
  - (i) A notice pursuant to this Section 10(a) must include full details of the actual or potential Breaches as well as those measures taken to prevent or minimize the Breach or potential Breach, as applicable.

- (b) In the event of a Breach or potential Breach, the Provider and its Users must fully cooperate and assist in any investigation carried out by NLHS; a body with any legal, regulatory, or other legislative authority to investigate the Breach or potential Breach; and/or as deemed reasonably necessary by NLHS to protect its proprietary rights and/or meet its legal obligations with respect to the Information. NLHS and the Provider shall cooperate in good faith to mitigate the effects of the Breach and to prevent further Breaches.
- (c) In the event of a Breach, and pursuant to their obligations under PHIA, ATIPPA, and any other relevant Privacy Laws, NLHS shall notify the affected individual(s) and/or the appropriate legal and/or regulatory authority(ies), as applicable. Both Parties will collaborate to ensure appropriate stakeholders are involved in the notification process, however NLHS shall have full and final authority with respect to any such notifications.
- (d) The Provider shall bear its own costs (including legal costs and any costs incurred by its Users and/or Related Parties) in cooperating with any investigation by NLHS or other entity with legal or regulatory authority to investigate a Breach or potential Breach involving the Information. Where a Breach is found to be caused by the negligence, misconduct, or contractual non-compliance of the Provider or its Users, the Provider shall also bear the costs of NLHS (including legal costs and any costs incurred by its Related Parties) for NLHS's investigation and/or its cooperation with any investigation by an entity with legal or regulatory authority to investigate a Breach involving the Information.

#### **11. Critical Incidents and Audit and Assessment Compliance.**

- (a) For the purposes of this Section, "Critical Incident" means an incident that is serious in nature and warrants an investigation by NLHS or its third-party representatives or designates including, without limiting the generality of the foregoing, close calls and occurrences.
- (b) NLHS, or its agents, may wish to conduct a privacy review, privacy audit, and/or privacy impact assessment, where relevant, to confirm the Provider's compliance with its obligations under this Agreement. The Provider is required to cooperate with any such assessments or audits conducted by NLHS or its agents to ensure that the Provider's practices and procedures are compliant with privacy, Security, and other related terms and conditions under this Agreement, but may limit access to proprietary or sensitive systems and data to the minimum necessary for NLHS to conduct the review, audit, and/or privacy impact assessment.
- (c) The Provider, or its agents, may wish to conduct a privacy review, privacy audit, and/or privacy impact assessment, where relevant, to confirm NLHS's compliance with its obligations under this Agreement. NLHS is required to cooperate with any such assessments or audits conducted by the Provider or its agents to ensure that NLHS's practices and procedures are compliant with privacy, Security, and other related terms and conditions under this Agreement, but may limit access to proprietary or sensitive systems and data to the minimum necessary for the Provider to conduct the review, audit, and/or privacy impact assessment.

- (d) During the Term and for as long as may be required following termination pursuant to any applicable privacy, Security, and/or data protection requirements, the Provider agrees to:
  - (i) permit NLHS and any representatives and/or third-party designates thereof to audit the Provider's compliance under this Agreement;
  - (ii) allow NLHS to visit the Provider's facilities upon at least seven (7) days notice provided that any such facility visit shall be at a reasonable time during normal business hours and does not unreasonably interfere with the Provider's business operations; and
  - (iii) cooperate and support NLHS in completing any required Critical Incident reviews which may be required by NLHS with respect to this Agreement, where permitted by law.
- (e) The permissions, cooperation, support, and assistance provided by the Provider pursuant to Section 11(d) may include any of the following provided that NLHS provide the Provider with at least seven (7) days notice thereof and provided that NLHS shall not access systems, data, or information beyond what is reasonably required in the circumstances:
  - (i) physical and/or remote electronic access to any records or other documentation or information containing any Information, including copies thereof, that are held at or accessible from the Provider's premises or otherwise stored on electronic systems of the Provider that contain any Information or any relevant information of its Users, in each case provided the Provider has access, is permitted by law to disclose, and, in the case of a Critical Incident, is reasonably necessary to effectively investigate;
  - (ii) access to and meetings with the Provider and/or its Users and, to the extent permitted by law, any other third parties as reasonably necessary to provide all explanations, perform the audit effectively, and/or effectively investigate a Critical Incident, as the case may be;
  - (iii) inspection of all records and the infrastructure, electronic data or systems, facilities, equipment, or application software used to store, process, or transport the Information and, in the case of a Critical Incident, any other data related to this Agreement that is reasonably necessary to effectively investigate a Critical Incident, as the case may be; and/or
  - (iv) inspection of the Provider's offices, premises, facilities, and operations relevant to this Agreement as reasonably necessary to provide all explanations, perform the audit effectively, and/or effectively investigate a Critical Incident, as the case may be.
- (f) If NLHS visits the Provider's facilities pursuant to Sections 11(d) and/or 11(e), the Provider shall be responsible for arranging and overseeing NLHS and/or its third-party representatives' and/or designates' access and safety while visiting the facility and shall provide all necessary assistance to conduct such audits or

investigate such Critical Incidents, as the case may be, in compliance with privacy and data protection requirements or other applicable laws.

- (g) Any of notice requirements as outlined in Sections 11(d) and 11(e) will not apply if NLHS reasonably believes that a Breach has occurred, is occurring, or if the Provider is in breach of any of its obligations under this Agreement, including but not limited to any privacy, Confidentiality, data protection, and/or Security requirements hereunder. In such cases, NLHS and/or its third-party representatives and/or designates may exercise the powers as outlined in Sections 11(d) and 11(e) without notice to the Provider. For greater certainty, the powers as outlined in Sections 11(d) and 11(e) are in addition to those outlined elsewhere within this Agreement with respect to Breaches or potential Breaches.
- (h) If the Provider has any questions or concerns respecting the Confidentiality, protection, or Security of the Information, it will address them to the NLHS contact person as identified in this Agreement.

## **12. Term and Termination.**

- (a) This Agreement comes into force as of the Effective Date and shall continue in force until this Agreement is terminated in accordance with this Section 12.
- (b) The term of this Agreement shall be for a period of three (3) years from the Effective Date (the "**Term**") unless terminated in advance in accordance with the terms of this Agreement. Six (6) months prior to the end of the Term, the Parties shall enter into renewal discussions with a view to entering into a new agreement for the Purposes. If negotiations are not completed on or before the expiry of the Term, then this Agreement shall terminate upon the expiry of the Term.
- (c) Either Party may terminate this Agreement with thirty (30) days' written notice to the other Party.

## **13. Indemnification and Limitation of Liability.**

- (a) Each Party shall indemnify, defend, and hold harmless the other Party and their respective agents, successors, and assigns from and against all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, fees, costs, or expenses of whatever kind, including attorneys' fees, the cost of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers arising out of or in connection with any third-party claim, suit, action, or proceeding relating to any actual or alleged breach by such Party of its representations and warranties, covenants, or other obligations under this Agreement. For greater certainty, and for the purposes of this provision, Epic Systems Corporation shall be considered a third-party from whom any claim against NLHS resulting from the Provider or its Users' actual or alleged breach of this Agreement shall be indemnified by the Provider.
- (b) IN NO EVENT SHALL NLHS BE LIABLE TO THE PROVIDER OR ANY USER FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING BUT NOT LIMITED TO LOST REVENUES OR PROFITS, LOSS OF BUSINESS, OR LOSS

OF DATA) IN ANY WAY RELATED TO THE AGREEMENT OR USE OF AND ACCESS TO CORCARE LINK AND ANY INFORMATION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR KNOWN BY THE PARTIES. THE DISCLAIMER OF DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

**14. Miscellaneous.**

- (a) Neither Party will issue or release any public announcement, statement, press release, or other publicity or marketing materials relating to this Agreement, or otherwise use the other Party's trademarks, service marks, trade names, logos, and/or domain names without agreement of the other Party, which shall not be unreasonably withheld, conditioned, or delayed.
- (b) Upon a Party's reasonable request, the other party shall, at its sole cost and expense, execute and deliver all such further documents and instruments, and take all such further acts, necessary to give full effect to this Agreement.
- (c) This Agreement is binding upon and inures to the benefit of the Parties and their respective heirs, representatives, successors, and assigns.
- (d) The Parties shall each maintain commercially reasonable and sufficient insurance throughout the term of this Agreement to cover any potential liability or indemnity arising under this Agreement, including a Breach.
- (e) No Party to this Agreement shall be entitled to assign or transfer this Agreement or the rights and obligations hereunder without the prior written approval of the other Party to this Agreement.
- (f) The Parties are independent contractors and nothing contained herein shall be deemed or construed to create a partnership, joint venture, employment, or principal-agent relationship between or among the Parties. No Party shall have the authority to act on behalf of or to bind the other Party in any manner.
- (g) This Agreement, including and together with all exhibits, schedules, attachments, appendices, and other Documents identified by the Parties and/or incorporated by reference and any amendments or replacements thereto, constitutes the sole, entire, and exclusive agreement of the Parties with respect to the subject matter contained therein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter therein. There are no warranties, representations, or other agreements between the Parties in connection with this Agreement. For greater certainty, the Parties acknowledge that this Agreement is not intended to replace any other agreements which may exist between NLHS and the Provider that do not pertain to CorCare Link. Further, each Party acknowledges that it has read this Agreement, including the schedules attached hereto, and each Party understands and agrees to be bound by its terms and conditions.

- (h) No waiver of any provisions of this Agreement shall be deemed to or shall constitute a waiver of any other provisions (whether or not similar) nor shall the waiver constitute a continuing waiver unless otherwise expressly provided. No failure or delay on the part of any Party to exercise any right or remedy under this Agreement shall be construed or operate as a waiver thereof.
- (i) Except as set forth herein, this Agreement may only be amended upon written agreement between the Parties and any amendment to this Agreement will only be effective from the date of the last Party's signature of the amendment.
- (j) Except as otherwise provided in this Agreement, all notices or other communications given or required to be provided pursuant to this Agreement shall be in writing and shall be deemed to have been given (or received by the other Party) on the date when delivered by courier or registered mail, return receipt requested, or sent by confirmed email transmission, unless sent after 5:00pm Newfoundland time, in which case delivery shall be on the next business day, to the address of the Party set out in this section. Any notices or other communication to be given to a Party pursuant to this Agreement shall be addressed to the respective Party as follows:

Notice to NLHS: 70 O'Leary Avenue, St. John's, NL A1B 2C7

Email: \_\_\_\_\_

Attention: [TITLE OF OFFICER TO RECEIVE NOTICES]

\_\_\_\_\_

Notice to the Provider: [PROVIDER ADDRESS]

\_\_\_\_\_

Email: \_\_\_\_\_

Attention: [TITLE OF OFFICER TO RECEIVE NOTICES]

\_\_\_\_\_

- (k) This Agreement is made in compliance with all applicable Privacy Laws, including but not limited to PHIA, PIPEDA, ATIPPA, and GDPR, including any amendments or replacements thereof. The Parties shall comply with all applicable laws, regulations, guidelines, and policies through the Term of this Agreement.
- (l) This Agreement shall be governed by the laws of the Province of Newfoundland and Labrador and the Parties to this Agreement hereby attorn to the exclusive jurisdiction of the courts of the Province of Newfoundland and Labrador.
- (m) All references in this Agreement to dollars shall be to Canadian dollars unless otherwise indicated.

- (n) If one or more provisions of this Agreement are held to be unenforceable under applicable law, the Parties agree to renegotiate such provision in good faith. If the Parties cannot reach a mutually agreeable and enforceable replacement for such provision, then such provision shall be excluded from this Agreement, the balance of the Agreement shall be interpreted as if such provision were so excluded, and the balance of the Agreement shall be enforceable in accordance with its terms.
- (o) The division of this Agreement into sections and the insertion of headings are for convenience only and do not affect its interpretation. In this Agreement the words "including," "includes," and "include" mean "including (or includes or include) without limitation," any reference in this Agreement to gender includes all genders, and words importing the singular number only include the plural and vice versa.
- (p) If the Parties have any dispute regarding this Agreement, it shall be resolved in an amicable fashion through negotiation. If all efforts to resolve the dispute are unsuccessful then the matter will be referred to arbitration to be conducted according to the *Arbitration Act*, RSNL 1990, c A-14. A single arbitrator shall be chosen by mutual agreement of the Parties and the decision of the arbitrator shall be formal and binding on the Parties with respect to this Agreement.
- (q) Where applicable in the circumstances, Sections 5 (Information Collection, Use, Sharing, and Disclosure), 6 (Information Retention and Disposition), 8 (Confidentiality and Privacy), 9 (Security), 10 (Breach Management), 11 (Critical Incidents and Audit and Assessment Compliance), and 12 (Term and Termination), inclusive, shall survive the termination of the Agreement and the termination of this Agreement shall be subject to these survival clauses.
- (r) This Agreement may be executed by facsimile or by scan and email and the Parties shall recognize such execution as the valid and binding execution hereof. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute the same instrument. Delivery of an executed counterpart hereof by electronic form shall be as effective as delivery of a manually executed counterpart hereof.

**[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.*

**[SITE NAME]**

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

**SITE ADMINISTRATOR INFORMATION**

The following information related to the Provider's first Site Administrator must be provided for this Agreement to be considered complete. If the Provider fails to designate a Site Administrator, the individual signing this Agreement shall be considered the Site Administrator.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

## SCHEDULE "A" DEFINITIONS

1. **Definitions.** The Parties acknowledge and agree that in addition to those defined terms set-out herein and for the purposes of this Agreement, the following capitalized terms have the meanings set forth or referred to in this Section:
- (a) **"Agreement"** means this CorCare Link Access Site Agreement together with all exhibits, schedules, attachments, appendices, and other documents identified by the Parties and/or incorporated by reference, including any amendments or replacements thereto.
  - (b) **"ATIPPA"** means the *Access to Information and Protection of Privacy Act*, 2015, SNL 2015 c A-1.2, its regulations, and any amendments thereto.
  - (c) **"Breach"** means any theft, loss, or unauthorized access, use, disclosure, copying, modification, disposal, or destruction of the Information, or where it is reasonable to conclude that such an event has occurred.
  - (d) **"Business Information"** means information in any form or medium (whether oral, written, electronic, or other) that is considered confidential by a Party, including trade secrets, technology, information pertaining to operations, and strategies, in each case whether or not marked, designated, or otherwise identified as "confidential," but shall not include anything that:
    - (i) is now or becomes available to the public through no breach of this Agreement by the Party who has received said information (the **"Receiving Party"**) or any Related Parties or others for whom it is at law responsible;
    - (ii) is already in the possession of the Receiving Party at the time of its disclosure to the Receiving Party, as evidenced by written records;
    - (iii) is independently developed by the Receiving Party, its Related Parties, or others for whom it is at law responsible, as evidenced by written records;
    - (iv) is subsequently received by the Receiving Party from a third party without restriction and the third party's breach of any confidentiality obligations;
    - (v) is published, publicly disclosed or presented, or permitted to be published, publicly disclosed, or presented, in accordance with this Agreement; or
    - (vi) is required by applicable law to be disclosed.
  - (e) **"Confidentiality"** means an obligation to keep Information private and secure, ensuring that those authorized to have access to such information maintain the privacy and Security of the Information.
  - (f) **"Credentials"** is defined in Section 4(f).
  - (g) **"Custodian"** has the meaning as defined in *PHIA*.

- (h) **"Documents"** is defined in Section 4(d).
- (i) **"GDPR"** means Regulation (EU) 2016/679 (General Data Protection Regulation).
- (j) **"Health Care Provider"** is defined in Section 4(a).
- (i) **"Information"** means, collectively, where and as relevant, all PI, PHI, anonymized and/or deidentified PI or PHI, PAMI Information, Uploads, Business Information, and all other information accessible to or collected, encountered, created, used, managed, or disclosed by either Party pursuant to this Agreement.
- (j) **"NLHS Purpose"** means the implementation, operation, and management of a comprehensive and aligned Health Information Management System that fully integrates and uses Patient Data from all components of the health and community services system in order to deliver health care and health system planning within NLHS while also providing access to the Health Information Management System for specified third parties, under contract, to allow continuity of care to the Patients that may access health care from NLHS and/or the specified third parties at different points throughout Newfoundland and Labrador.
- (k) **"Oath"** means the Oath/Affirmation of Confidentiality in the form appended hereto as **Schedule "D"**, as NLHS may amend from time to time in its sole discretion.
- (l) **"PAMI Information"** is defined in Section 3(a).
- (m) **"Patient Data"** is defined in Section 3(c).
- (n) **"Patients"** is defined in Section 4(a).
- (o) **"Personal Health Information,"** also referred to as **"PHI,"** is as defined in PHIA.
- (p) **"Personal Information,"** also referred to as **"PI,"** is as defined in ATIPPA.
- (q) **"PHIA"** means the Newfoundland and Labrador *Personal Health Information Act*, SNL 2008 c P-7.01, its regulations, and any amendments thereto.
- (r) **"PIPEDA"** means the *Personal Information Protection and Electronic Documents Act*, SC 2000, c 5, its regulations, and any amendments thereto.
- (s) **"Privacy Laws"** means, *inter alia*, PHIA, ATIPPA, PIPEDA, GDPR, and any other provincial or federal privacy legislation and associated regulations that may be applicable to the provision of or access to CorCare Link or any Information, as amended or replaced.
- (t) **"Provider Inputs"** is defined in Section 3(a).
- (u) **"Provider Purpose"** means the provision of certain Health Care Services and the documentation of the clinical care provided to Patients by Users.
- (v) **"Purposes"** means, collectively, the Provider Purpose, the NLHS Purpose, and the Shared Purpose.

- (w) **"Related Parties"** means any employees, directors, officers, associates, affiliates, agents, contractors, and/or subcontractors of a Party. In the case of the Provider, Related Parties includes Health Care Providers.
- (x) **"Security"** means reasonable standards and methods used to protect Information from theft and loss; unauthorized access, use, disclosure, copying, and modification; and unsecure retention, transfer, disposal, and/or destruction.
- (y) **"Shared Purpose"** is defined in Section 2(a).
- (z) **"Site Administrator"** is defined in Section 4(b).
- (aa) **"Term"** is defined in Section 12(b).
- (bb) **"Terms"** means the terms and conditions attached hereto as **Schedule "B"**, as amended from time to time in the sole discretion of NLHS, to which each User must agree before gaining access to CorCare Link.
- (cc) **"Upload"** is defined in Section 3(a).
- (dd) **"User Departure"** is defined in Section 4(c).
- (ee) **"User Information"** is defined in Section 4(c).
- (ff) **"Users"** is defined in Section 4(c).

**SCHEDULE "B"**  
**CORCARE LINK TERMS AND CONDITIONS OF USE**  
**ABOUT THESE TERMS**

These terms and conditions of use, together with any other documents, terms, conditions, or policies that are incorporated by reference (collectively, the "**Terms**") apply to and govern your use of and access to certain Confidential Information (as defined below) through CorCare Link ("**CorCare Link**"), a third-party web portal provided by Epic Systems Corporation ("**Epic**") that will allow users to securely view patient medical information in the Provincial Health Authority's (operating as Newfoundland and Labrador Health Services, "**NLHS**") health information management system. CorCare Link will be required for authorized individuals outside NLHS to submit requests to NLHS for consultation and investigations including laboratory and diagnostic imaging.

These Terms constitute a legal agreement and are entered into between NLHS and you as a person accessing, using, engaging, disclosing, entering, or otherwise interacting with ("**Using**" or "**Use**") CorCare Link and the Confidential Information therein. Your acceptance of these Terms will be used as proof that you understand and agree to the stated basic duties and facts regarding the privacy and protection of Confidential Information vis-à-vis your Use of CorCare Link.

By clicking on "Accept" at the end of these Terms, you are agreeing to complying with these Terms, all applicable professional regulations, and privacy legislation, including without limitation the Newfoundland and Labrador *Access to Information and Protection of Privacy Act* ("**ATIPPA**"), the Newfoundland and Labrador *Personal Health Information Act* ("**PHIA**"), and the European Union General Data Protection Regulation, Regulation (EU) 2016/679 ("**GDPR**") and any other provincial or federal privacy legislation and associated regulations that may be applicable to the provision of or access to CorCare Link and/or the Confidential Information, in each case as amended or replaced (collectively, the "**Applicable Laws**") with respect to the Confidential Information (as later defined herein) made available to you via CorCare Link. The protection of personal information ("**PI**") as defined in ATIPPA and the GDPR, personal health information ("**PHI**") as defined in PHIA, and other confidential employee and business information (collectively with PI and PHI, the "**Confidential Information**") is a fundamental obligation for all people who collect, access, use, store, process, and/or disclose Confidential Information. This obligation is enforced by fines and criminal penalties under the Applicable Laws as well as in the regulations and policies of each of: (i) your employer; (ii) NLHS; and (iii) your relevant governing body (collectively, your "**Regulators**").

**PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING CORCARE LINK TO ENSURE YOU UNDERSTAND YOUR RIGHTS, RESPONSIBILITIES, AND OBLIGATIONS. BY USING OR ACCESSING ANY CONFIDENTIAL INFORMATION OR OTHERWISE USING CORCARE LINK, YOU ACCEPT AND AGREE TO BE BOUND BY AND COMPLY WITH THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST NOT ACCESS OR USE CORCARE LINK OR ANY CONFIDENTIAL INFORMATION THEREIN.**

**CORCARE LINK ACCOUNTS**

You will be assigned a User ID and a one-time use activation code to access CorCare Link. You will immediately select and enter a new password known only to you, which is required to create

an account to Use CorCare Link and certain features contained therein (an "**Account**"). You agree to provide true, accurate, current, and complete information about yourself or your entity as prompted by our registration processes (the "**Registration Data**") and/or by your employer pursuant to the CorCare Link Access Site Agreement (the "**Site Agreement**") and agree to maintain and update that data for the duration of your Account. You agree not to impersonate any person or entity or misrepresent your identity, affiliation with any person or entity, or credentials, including using another person's username, password, professional license, or other Registration Data, or another person's name, likeness, voice, image, photograph, contact information, or other identifying information. You promise to treat all usernames, passwords, or other Account information as confidential and will not disclose it to any other person or entity. You understand and agree that any Account provided to you is personal to you and you agree not to provide any other person with access to the Confidential Information, CorCare Link, or any portion thereof using your username, password, or other Account information. You agree to notify us immediately of any unauthorized access to or use of any of your Account information, or any other breach of security by emailing us at [securityalerts@nlhealthservices.ca](mailto:securityalerts@nlhealthservices.ca). You also agree to ensure that you logout from your Account at the end of each session. You are responsible for any password misuse or any unauthorized access.

For the purposes of PHIA, and to the extent that you are permitted to input certain PHI regarding the problems, allergies, medications, and immunizations of patients into CorCare Link (collectively, the "**PAMI Information**") and/or to the extent that you upload any documents to the record of a patient within CorCare Link (each, an "**Upload**" and, collectively with the PAMI Information, the "**Inputs**"), you understand that you are a Custodian of the Inputs when such Inputs are in your custody and control. As a Custodian, you have the authority to authorize access to the Inputs that you input, upload, or otherwise enter into CorCare Link in accordance with these Terms, as contemplated in the Site Agreement, and in accordance with Applicable Laws. You agree that you will at all times be compliant with the roles, responsibilities, and obligations of a Custodian as set out in PHIA.

Where the GDPR is deemed to be the governing legislation applicable to your Use of CorCare Link and any Confidential Information therein, "Custodian" shall be read to mean "Data Controller" as defined in the GDPR. In such cases, you agree that you will, at all times, be compliant with the roles, responsibilities, and obligations of a Data Controller as set out in the GDPR. For greater clarity, except as described above, NLHS shall be the Custodian of all Confidential Information, including the Inputs once they have been uploaded, submitted to, or otherwise input into CorCare Link and are no longer within your custody and control.

NLHS and/or Epic may disable, suspend, or terminate your Account and your ability to Use CorCare Link or any portion thereof for failure to comply with these Terms, any related terms or policies or any special terms related to a particular service or feature of CorCare Link.

### **USE OF CORCARELINK**

As a condition of your Use of CorCare Link, you agree that you may Use CorCare Link and the Confidential Information only for lawful purposes and in accordance with these Terms. By clicking on "Accept" at the end of these Terms you agree the following statements are true and accurate:

2. I shall, at all times I have access to CorCare Link, be compliant with the Applicable Laws.

3. I have signed or will sign an oath/affirmation of confidentiality as required by NLHS prior to accessing CorCare Link and any Confidential Information therein.
4. I agree to protect the privacy and security of all Confidential Information I access through CorCare Link at all times using administrative, technological, and physical safeguards that are reasonable in the circumstances in accordance with Applicable Laws, but in any event not less than the minimum requirements set forth by my Regulators, if any.
5. I agree to a) access Confidential Information only to the minimum extent reasonably necessary to achieve the purpose for which the Confidential Information was collected by and/or and disclosed to me, as the case may be, and in accordance with my assigned duties and b) disclose such Confidential Information only to persons authorized to receive it pursuant to the Applicable Laws.
6. I agree to provide a written summary of my Confidential Information handling practices, policies, and/or procedures upon written request from NLHS.
7. I agree to abide by any and all terms and conditions for my Use of CorCare Link established by Epic, in addition to these Terms and the Applicable Laws.
8. I acknowledge and understand that the Confidential Information within CorCare Link is drawn from numerous sources, including from third parties not under the control of NLHS. Therefore, NLHS cannot guarantee the clinical accuracy, content, correctness, or completeness of the Confidential Information.
9. I understand the following:
  - (a) CorCare Link tracks all user IDs and Account information used to access CorCare Link. Those IDs enable discovery of inappropriate access to any and all Confidential Information and any other information stored within CorCare Link. NLHS has the power and authority to audit these access logs at any time.
  - (b) Inappropriate access and/or unauthorized release of Confidential Information could result in disciplinary action pursuant to the Site Agreement and Applicable Laws, up to and including termination of employment, and may result in a report to my Regulators, enforcement of the Applicable Laws, monetary fines, and/or prosecution of criminal acts. I further understand and agree that inappropriate access and/or unauthorized release of Confidential Information may result in temporary and/or permanent termination of my access to CorCare Link.
  - (c) I will be assigned a User ID and a one-time use activation code to access CorCare Link. I agree to immediately select and enter a new password known only to me. Subject to any requirements set out by my Regulators, I understand I may change my password at any time and will do so based on any policy or frameworks to which I am bound and/or when prompted. I understand that I am to be the only individual using and in possession of my confidential password. I am aware that the User ID and password are equivalent to my signature. I am also aware that I am responsible for any use of CorCare Link utilizing my User ID and password. This includes all data entered, viewed, printed, disclosed, or otherwise manipulated, including any Confidential Information. If I have reason to believe that my password has been compromised, I will report this information to NLHS

immediately, and in no event more than twelve (12) hours following the discovery of such compromise. I will also immediately change my password. I understand that User IDs cannot be shared. Inappropriate use of my User ID (whether by me or anyone else) is my responsibility and exposes me to severe consequences as may be deemed appropriate, up to and including termination of employment, and/or discontinuation of my affiliation with NLHS and/or termination of access to CorCare Link.

- (d) CorCare Link is not guaranteed to operate error free or without interruption, and I may not rely upon the availability thereof.
10. If I have the ability to input PAMI Information into CorCare Link or if I do submit any Uploads to CorCare Link, I further understand and agree that, with respect to the Inputs:
- (a) I am a Custodian or Data Controller (as the case may be) when the Inputs are within my custody and control and I agree to remain compliant with the roles, responsibilities, and obligations of a Custodian as set out in the Applicable Laws.
  - (b) I shall take reasonable steps to ensure that all Inputs that I access, interact with, modify, document, upload, or input are accurate and up to date.

## **LEGAL TERMS**

To the maximum extent permitted by applicable law, you agree to defend, indemnify, and hold harmless NLHS and its respective affiliates and representatives from and against any claims, actions, liabilities, damages, demands, judgments, awards, losses, costs, expenses, or fees (including reasonable legal and accounting fees) arising out of or relating to (a) your Use of CorCare Link or any Confidential Information in any unauthorized or unlawful manner; (b) your breach of these Terms; (c) your breach of any other NLHS policies or Applicable Laws; and (d) your violation of any third-party rights including any intellectual property, privacy, property, or security right of a third-party. Your obligation of indemnification survives any termination of the Terms, closure of your Account, or your Use of CorCare Link is discontinued.

YOU EXPRESSLY AGREE THAT YOUR USE OF CORCARE LINK IS COMPLETELY VOLUNTARY AND AT YOUR SOLE RISK. CORCARE LINK IS PROVIDED TO YOU "AS IS" AND "AS AVAILABLE". WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE OPERATION OF CORCARE LINK OR THE ACCURACY, RELIABILITY, SUITABILITY, EFFECTIVENESS, COMPLETENESS, SECURITY, AVAILABILITY, OR TIMELINESS OF CORCARE LINK OR THE CONFIDENTIAL INFORMATION. NLHS DOES NOT WARRANT THAT CORCARE LINK WILL OPERATE ERROR-FREE, UNINTERRUPTED, FREE OF TECHNOLOGIALLY HARMFUL COMPONENTS, OR THAT DEFECTS WILL BE CORRECTED.

IN NO EVENT SHALL NLHS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING BUT NOT LIMITED TO LOST REVENUES OR PROFITS, LOSS OF BUSINESS, OR LOSS OF DATA) IN ANY WAY RELATED TO THESE TERMS OR USE OF CORCARE LINK, WHETHER IN CONTRACT, TORT, OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR KNOWN. THE DISCLAIMER OF DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER

PROVISIONS OF THESE TERMS HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

You may not assign or transfer any rights granted to you under these Terms. Your Use of CorCare Link is not intended and shall not be deemed to create any agency, representation, joint venture, partnership, or similar legal relationship between you and NLHS.

Epic and/or NLHS may update or modify these Terms at any time at their sole discretion. Any and all such updates or modifications are effective immediately upon posting. We will also provide you with 30 days' notice of any material changes to these Terms by email and / or any other means we deem acceptable and appropriate given the nature of the changes. Your continued Use of CorCare Link after we make any updates or modifications means that you accept those changes and agree to comply with them, so please check these Terms regularly for updates. If you have any questions, comments, or concerns about these Terms, or wish to terminate your agreement with us pursuant to these Terms, please contact us at

[CorCareLink@nlhealthservices.ca](mailto:CorCareLink@nlhealthservices.ca).

**SCHEDULE "C"**  
**NLHS POLICY ON PRIVACY AND CONFIDENTIALITY**

<b>PRIVACY AND CONFIDENTIALITY</b>	<b>Digital Health B-PH5-2003-002</b>
<b>Approver(s)</b>	Ron Johnson, Chief Executive Officer (Interim) Signed by Ron Johnson Dated: March 3, 2026
<b>Portfolio/Program/Department of Administrative Responsibility</b>	Privacy & Access to Information
<b>Author(s)</b>	Alissa Setliff, Provincial Senior Director Health Information Services and Information Management and Chief Privacy Officer
<b>Level</b>	Board (B)
<b>Original Approval Date</b>	March 3, 2026
<b>Effective/Posted Date(s)</b>	March 4, 2026
<b>Scheduled Review Date(s)</b>	March 3, 2029
<b>Date(s) Versions Signed</b>	N/A

**Purpose**

To communicate obligations, expectations, and requirements with respect to protecting the privacy and Confidentiality of Personal Information (PI), Personal Health Information (PHI) and Business Information (collectively referred to as Information) in the custody and control of the Provincial Health Authority, operating as Newfoundland and Labrador Health Services (NL Health Services).

To provide guidance on the handling (i.e., collection, use, access, and disclosure) of Information in support of NL Health Services' ongoing commitment to privacy and Confidentiality and in compliance with statutory obligations set out in legislation, including, but not limited to, the *Access to Information and Protection of Privacy Act, 2015 (ATIPPA, 2015)* and the *Personal Health Information Act (PHIA)*.

To provide a consistent framework for the administration of an Oath/Affirmation of Privacy and Confidentiality (herein referred to the Oath) within NL Health Services.

## Scope

<b>This document applies to:</b>	<input checked="" type="checkbox"/> Provincial	<input type="checkbox"/> Labrador	<input type="checkbox"/> Western	<input type="checkbox"/> Central
	<input type="checkbox"/> Eastern Rural	<input type="checkbox"/> Eastern Urban	<input type="checkbox"/> Other (as specified below)	

This policy applies to NL Health Services Board of Trustees (herein referred to as “Board”) and to ex-officio subject matter experts who may serve on Board Committees or provide advice to the Board; employees; officers; associates; affiliates; Agents; vendors; contractors; student placements; community placements; volunteers; regional health councils and their members; boards and commissions and their members; Health Care Professionals, including Members of Medical Staff; any individuals or corporations either directly or indirectly associated with NL Health Services; as well as any other entities established by NL Health Services (collectively referred to as NL Health Services Board, Employees and Others).

## Definitions & Acronyms

Terms / Acronyms	Definitions / Descriptions
<b>Agent</b>	<p>"Agent", in relation to a custodian, means a person that, with the authorization of the custodian, acts for or on behalf of the custodian in respect to PHI for the purposes of the custodian, and not the Agent's purposes, whether or not the Agent has the authority to bind the custodian, is paid by the custodian or is being remunerated by the custodian.</p> <p><i>PHIA Section 2 (1) (a)</i></p>
<b>Business Information</b>	<p>Proprietary, commercially sensitive, and other information in any format with respect to NLHS' business that is not generally Disclosed publicly by the organization. NL Health Services Board, Employees and Others may come in contact with such information that is not generally known to the public as they perform their duties. Examples include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• legal matters involving the organization;</li> <li>• financial information that is not available in the annual report;</li> <li>• information about intellectual property such as development of new technology or treatments or unpublished reports; and</li> <li>• information pertaining to NLHS information technology access and security system.</li> </ul>
<b>Client</b>	<p>A person who avails him/herself of the services of NL Health Services and includes a patient and/or resident.</p>

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<b>Confidentiality</b>	The duty to protect, respect and maintain the privacy of PI, PHI, and Business Information, and the obligation to refrain from Disclosing this Information to others not permitted to access the information in the normal course of their authorized work.
<b>Disclose/Disclosure</b>	"Disclose", in relation to Information in the custody or control of a custodian or other person, means to make the Information available or to release it but does not include a use of the Information, and "Disclosure" has a corresponding meaning.
<b>Execute</b>	Execute means (1) to carry out, perform, or complete as required, usually to fulfill an obligation, such as executing a contract or order; (2) to sign or complete all formalities necessary to make a contract or document effective, such as signing, stamping, or delivering.
<b>Health Care Professional</b>	<p>A person, including a corporation, that is licensed or registered to provide health care by a body authorized to regulate a Health Care Professional under one of the following enumerated Acts but does not include an employee of a Health Care Professional when acting in the course of his or her employment:</p> <ul style="list-style-type: none"> <li>(i) <i>Chiropractors Act,</i></li> <li>(ii) <i>Dental Act,</i></li> <li>(iii) <i>Denturists Act, 2005,</i></li> <li>(iv) <i>Dieticians Act,</i></li> <li>(v) <i>Dispensing Opticians Act, 2005,</i></li> <li>(vi) <i>Hearing Aid Practitioners Act,</i></li> <li>(vii) <i>Licensed Practical Nurses Act, 2005,</i></li> <li>(viii) <i>Massage Therapy Act, 2005,</i></li> <li>(ix) <i>Medical Act, 2005,</i></li> <li>(x) <i>Occupational Therapists Act, 2005,</i></li> <li>(xi) <i>Optometry Act, 2012,</i></li> <li>(xii) <i>Pharmacy Act, 2024,</i></li> <li>(xiii) <i>Physiotherapy Act, 2006,</i></li> <li>(xiv) <i>Psychologists Act, 2005,</i></li> <li>(xv) <i>Registered Nurses Act, and</i></li> <li>(xvi) <i>Social Workers Association Act</i></li> </ul> <p><i>PHIA Section 2 (1) (j)</i></p>
<b>Oath/Affirmation of Privacy and Confidentiality</b>	<p>An Oath is a promise or a statement of fact calling upon something or someone that the Oath maker considers sacred, usually a God, as a witness to the binding nature of the promise of the statement.</p> <p>An Affirmation is solemn declaration made by those who object to taking an Oath to avoid the religious implications of an Oath. An Affirmation has the same legal effect as an Oath.</p>

<p><b>Personal Health Information (PHI)</b></p>	<p>Identifying information in oral or recorded form about an individual that relates to:</p> <ul style="list-style-type: none"> <li>a. the physical or mental health of the individual, including information respecting the individual's health status and history and the health history of the individual's family;</li> <li>b. the provision of health care to the individual, including information respecting the person providing the health care;</li> <li>c. the donation by an individual of a body part or bodily substance, including information derived from the testing or examination of a body part or bodily substance;</li> <li>d. registration information;</li> <li>e. payments or eligibility for a health care program or service in respect of the individual, including eligibility for coverage under an insurance or payment arrangement with respect to health care;</li> <li>f. an individual's entitlement to benefits under or participation in a health care program or service;</li> <li>g. information about the individual that is collected in the course of, and is incidental to, the provision of a health care program or service or payment for a health care program or service;</li> <li>h. a drug as defined in the <i>Pharmacy Act, 2024</i>, a health care aid, device, product, equipment, or other item provided to an individual under a prescription or other authorization issued by a Health Care Professional; or</li> <li>i. the identity of a person referred to in section 7 of <i>PHIA</i>.</li> </ul> <p><i>PHIA Section 5 (1)</i></p>
<p><b>Personal Information (PI)</b></p>	<p>Recorded information about an identifiable individual, including:</p> <ul style="list-style-type: none"> <li>a. the individual's name, address, or telephone number,</li> <li>b. the individual's race, national or ethnic origin, colour, or religious or political beliefs or associations,</li> <li>c. the individual's age, sex, sexual orientation, marital status, or family status,</li> <li>d. an identifying number, symbol or other particular assigned to the individual,</li> <li>e. the individual's fingerprints, blood type or inheritable characteristics,</li> <li>f. information about the individual's health care status or history, including a physical or mental disability,</li> <li>g. information about the individual's educational, financial, criminal or employment status or history,</li> <li>h. the opinions of a person about the individual, and</li> </ul>

	i. the individual's personal views or opinions, except where they are about someone else.  <i>ATIPPA, 2015 Section 2 (u)</i>
<b>Privacy Breach</b>	A Privacy Breach occurs when there is unauthorized access, collection, use, Disclosure, or disposal of PI/PHI. Such activity is “unauthorized” if it occurs in contravention to laws such as <i>ATIPPA, 2015</i> or <i>PHIA</i> . This includes PHI or PI that is lost or stolen.

## Policy Statements

- It is the responsibility and obligation of NL Health Services Board, Employees and Others to ensure that Information to which they have access is kept private and Confidential and handled in a manner consistent with statutory obligations; NL Health Services policy, practice, procedure, and directives; professional standards, scope of practice or responsibility; and codes of ethics.
- Information must only be handled on a need-to-know basis by NL Health Services Board, Employees and Others and only where the handling of that information is authorized and a function of their roles and responsibilities with NLHS.
- The handling of Information must be limited to the minimum amount necessary to achieve the purpose for which it is being handled and, in the case of PI or PHI, should occur only where other information is insufficient to fulfill the purpose, unless required or permitted by law.
- Unauthorized or inappropriate handling of Information, whether intentional or unintentional, is a breach of NL Health Services policy and/or applicable legislation and may result in the restriction of access to Information and Information systems and may lead to penalty or discipline up to and including cancellation of contract or services; termination of the employment, appointment, affiliation, or arrangement with NL Health Services; withdrawal of privileges; and/or legal action. Where applicable, reporting to a professional regulatory body may also be considered and occur.
- Direct access to one’s own PHI that is not expressly authorized or made available through means not generally accessible to the public is deemed to be an unauthorized or inappropriate handling of PHI for the purposes of this policy and may lead to penalty or discipline up to and including cancellation of contract or services; termination of the employment, appointment, affiliation, or arrangement with NL Health Services; withdrawal of privileges; and/or legal action. Where applicable, reporting to a professional regulatory body may also be considered and occur.
- Upon conclusion of employment, contract/services, appointment, affiliation or arrangement with NL Health Services, as applicable, NL Health Services Board, Employees and Others have an on-going obligation to maintain the Confidentiality of Information in accordance with this policy and must not Disclose it to any third party, for any reason, unless having first received written authorization from NL Health Services or, if required by law, provided prior notice to NL Health Services of the legal requirement to Disclose to provide NL Health Services a reasonable opportunity to investigate the requirement.

### **Recognition of Professional Standards/Regulations:**

- NL Health Services Board, Employees and Others may have Disclosure/advocacy obligations arising from professional standards and regulations and/or concerns regarding the safety of Clients and services delivered. NL Health Services acknowledges the responsibility of NL Health Services Board, Employees and Others for appropriate Disclosure of safety-related concerns to regulatory bodies or other relevant third parties; however, safety concerns must first be directed through the operational departments and programs of NL Health Services as the initial step toward resolution.

### **Reasonable Limits:**

- Every reasonable effort must be made to maintain privacy and Confidentiality while recognizing that, in practice, the facilities and dynamic environments in which NL Health Services operates (e.g., 4-bed patient rooms, crowded emergency departments, home visit environments) can limit the degree to which privacy and Confidentiality can be protected.
- Notwithstanding the environmental limitations inherent in health care settings in which NL Health Services operates, Information that is considered private and Confidential is not to be discussed in any public location (e.g., elevators, lobbies, cafeterias, off premises, etc.) where others, not entitled to receive that information, are present and may overhear.

### **Legal Limits:**

- Protection of privacy and Confidentiality may be subject to law, statutory, regulatory and/or ethical obligations that permit or require the production of Information, including, but not limited to, the Disclosure of PHI without Client consent to a third party (e.g., police or other authorities) to prevent risks or harm to that individual or another person. For example, the law may permit or require the Disclosure of PHI without consent to avert a serious risk of harm to an identifiable person. Also, the law may require Disclosure of specific events or circumstances, such as suspected child abuse or a gunshot or stab wound. These exceptions and obligations can arise in many circumstances. Active NL Health Services or legacy organization policies should be reviewed regarding Disclosure of PHI without consent or Disclosure of specific events or circumstances. In addition, legal advice should also be sought.

### **Oath/Affirmation of Privacy and Confidentiality:**

- Unless otherwise stipulated by contract, all NL Health Services Board, Employees and Others must take the Oath. Refusal to sign the Oath will result in penalty or discipline up to and including cancellation of contract or services; termination of the employment, affiliation, appointment or arrangement with NL Health Services; and/or withdrawal of privileges.

## Procedures and Accountabilities

Prior to or upon commencement of employment, contract/services, appointment, affiliation or arrangement with NL Health Services, as applicable, all NL Health Services Board, Employees and Others who may have access to Information in the context of those duties or services must:

- complete the *PHIA* education session and any other privacy education sessions deemed necessary by NL Health Services;
- read this policy; and
- sign the Oath, available from your manager or Sourcing and Contracts, Human Resources, and /or Privacy and Access to Information Programs, among others.

### Oath/Affirmation of Privacy and Confidentiality:

- Unless otherwise stipulated by contract, all NL Health Services Board, Employees and Others must take the Oath in a format provided by NL Health Services. The Oath must be Executed prior to assuming duties for, or providing services to, NL Health Services where the NLHS Board, Employees and Others may have access to Information in the context of those duties or services. A copy of the Oath must be provided to the NL Health Services Board, Employees and Others. This copy of the Oath document does not have to be signed.
- The Oath must be signed and witnessed in person by a Commissioner for Oaths or a Notary Public or Executed remotely using audio-visual technology in accordance with applicable law. From time to time, NL Health Services Board, Employees and Others may be required to sign a new Oath at the discretion of the VP of Digital Health and Chief Information Officer or the Chief Privacy Officer (e.g., for reasons including, but not limited to, changes to an individual's role with NL Health Services; changes to provision of services; changes to legislation or Oath format; responding to recommendations of applicable authorities, etc.). In such cases, the new Oath, once signed, shall replace the prior Oath.
- A confirmation of the Oath must be signed by NL Health Services Board, Employees and Others not later than three (3) years after the execution of the Oath and every three (3) years thereafter unless this requirement is altered at the discretion of the VP of Digital Health and Chief Information Officer or the Chief Privacy Officer. This confirmation serves as a reminder of one's legal, privacy, and Confidentiality obligations as set out in the Oath and does **not** replace the Oath or require a witness's signature.
- The Oath, once Executed, must be kept on file in perpetuity by the applicable program area (e.g., Human Resources Program; Provincial Supply Chain, Procurement and Contracts Program), as appropriate. The Executed Oath must be available for review by the NL Health Services Privacy and Access to Information Program and/or Legal Services upon request.

## Returning of Information to NL Health Services upon Conclusion of Employment:

- Upon conclusion of employment, contract/services, affiliation, appointment or arrangement with NL Health Services, as applicable, NL Health Services Board, Employees and Others are required to return to NL Health Services all Information covered in this policy or destroy the Information in a manner authorized by NL Health Services, subject to applicable legislation and other processes so defined in the contract or agreement between the parties.

## Breach of Confidentiality and/or Privacy:

- NL Health Services Board, Employees and Others must report breaches, or suspected breaches, of Confidentiality and/or privacy. If a Confidentiality or Privacy Breach has occurred or is suspected, it must be reported to one's immediate supervisor, NLHS Privacy and Access to Information staff member and/or NL Health Services contact, as applicable, as soon as possible, as per the Privacy Breach Management and Notification Policy B-PH5-2003-001, unless otherwise expressly agreed in writing with NL Health Services by contract.

## Referenced and Sourced Materials

- Canadian Medical Protective Association. (2023). *Duty to report: Knowing how to balance duty of confidentiality and reporting obligations*. Retrieved from <https://www.cmpa-acpm.ca/en/education-events/good-practices/medico-legal-matters/duty-to-report>.
- Government of Newfoundland and Labrador ATIPP Office, Office of Public Engagement. (2015). *Protection of privacy – Privacy breach protocol*. Retrieved from <https://www.gov.nl.ca/atipp/files/info-privacy-breach-protocol.pdf>.
- Government of Newfoundland and Labrador. House of Assembly. *SNL2015 CHAPTER A-1.2 - Access to Information and Protection of Privacy Act*. (2015). Assembly.nl.ca. <https://assembly.nl.ca/legislation/sr/statutes/a01-2.htm>.
- Government of Newfoundland and Labrador. House of Assembly. *Bill 23, Alternate to Witnessing to Documents Act*. (2023). Assembly.nl.ca. <https://www.assembly.nl.ca/housebusiness/bills/ga50session2/bill2323.htm>
- Government of Newfoundland and Labrador. House of Assembly. *SNL2024 CHAPTER P-12.3 – Pharmacy Act, 2024*. (2024). Assembly.nl.ca. [www.assembly.nl.ca/Legislation/sr/statutes/p12-3.htm](http://www.assembly.nl.ca/Legislation/sr/statutes/p12-3.htm)

## Related Resources

### Legislation

- Government of Newfoundland and Labrador. (n.d.). PHIA online education course. <http://nlchi.skillbuilder.ca/home>.
- Government of Newfoundland and Labrador. House of Assembly. *SNL2008 CHAPTER P-7.01 - Personal Health Information Act*. (2008). Assembly.nl.ca. <https://assembly.nl.ca/Legislation/sr/statutes/p07-01.htm>.

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- Government of Newfoundland and Labrador. House of Assembly. *Newfoundland and Labrador Regulation 38/11 - Personal Health Information Regulations*. (2011). Assembly.nl.ca.  
<https://www.assembly.nl.ca/legislation/sr/regulations/rc110038.htm#5>

## Policy

### NLHS

- B-PH5-2003-001 Privacy Breach Management and Notification
- Oath/Affirmation of Privacy and Confidentiality

## Key Words

Oath/Affirmation of Confidentiality, Personal Health Information, Personal Information

## Cross-Reference

Health Organization	Document Reference	Document Name	Date Rescinded / Archived / NA
Labrador-Grenfell Health	B-120	Privacy and Confidentiality	Redacted: Reference to rescinded policy (PA-9-10) on pg.1 and direct to updated policy March 4, 2026
Labrador-Grenfell Health	P&A-9-020	Oath/Affirmation of Confidentiality	Rescinded: March 4, 2026
NL Health Services	B-PH5-00-004	Privacy and Confidentiality	Rescinded: March 4, 2026
NL Health Services	I-PH4-200-2003-002	Privacy and Confidentiality	Archived: March 4, 2026
NL Health Services	N/A	Board of Trustees Governance Policies NL Health Services section 3.04	Redacted: Section 3.04 Privacy and Confidentiality (pgs. 17-19) March 4, 2026

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**SCHEDULE "D"**  
**CORCARE LINK - OATH/AFFIRMATION OF CONFIDENTIALITY**

This Oath/Affirmation of Confidentiality encompasses confidential and/or private, and/or personal information, and/or personal health information concerning patients, clients, residents, staff, and/or the business ("**Information**") of Newfoundland and Labrador Health Services ("**NLHS**").  
\_\_\_\_\_ [insert clinic/facility name] ("**Facility**") has access to the Information via CorCare Link.

As an employee, regulated health professional, student, volunteer, or any other affiliated individual engaged by the Facility ("**Connection**"), I may be granted access to the Information via CorCare Link. Access to the Information will be gained through appropriate authorization and shall be used only for the purpose for which it was granted. I recognize that during my use of CorCare Link, I may also inadvertently gain access to Information. All Information must be protected to ensure maintenance of full confidentiality and privacy.

In consideration of my use of CorCare Link:

1. I will comply with all obligations imposed under applicable privacy laws, including the *Personal Health Information Act* SNL 2008 c. P-7.01 ("**PHIA**") and the *Access to Information and Protection of Privacy Act, 2015*, SNL 2016 c. A-1.2 ("**ATIPPA**") and their respective Regulations as such apply to the collection, use, copying, modification, disclosure, storage, retention, disposition and transfer of Information (collectively, the "**Privacy Legislation**").
2. I will comply with the Privacy Legislation to protect the confidentiality of the Information and the general privacy of the individuals who are subject of that Information.
3. I will not at any time access or disclose any Information except that which may be required in the course of the duties and responsibilities associated with my Connection or as required by law. In such situations any access or disclosure of Information will only be the minimal amount required in the situation.
4. I understand this Oath/Affirmation survives my Connection. I acknowledge and agree that any Information obtained during my Connection shall not be divulged upon or after termination (for any reason) of my Connection, except as authorized or required by law.
5. I understand that this Oath/Affirmation of Confidentiality shall be retained and that NLHS has the right to request a copy of this document.

**SWORN/AFFIRMED** before me at the City/Town of \_\_\_\_\_ in the Province of Newfoundland and Labrador, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
**Commissioner of Oaths**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print Name:**