

**THIS CORCARE LINK ACCESS AGREEMENT** made effective as of the [REDACTED]  
(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 -

[REDACTED], a provider of certain health care services within the Province of Newfoundland and Labrador (the "**Provider**")

**BACKGROUND:**

- 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. The Provider is an individual that provides services related to health care, as defined in PHIA, ("**Health Care Services**") and is a Custodian pursuant to PHIA.
- C. The Provider provides Health Care Services in Newfoundland and Labrador but is not employed by, contracted to, or otherwise affiliated with NLHS.
- D. Epic Systems Corporation ("**Epic**") provides a Health Information Management System called CorCare to assist health practitioners and organizations in the provision of comprehensive health care and related services ("**CorCare**").
- E. As of April 25, 2026, NLHS will be using CorCare in all aspects of the delivery of Health Care Services in all communities, province wide.
- F. 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 enable authorized individuals outside NLHS to submit requests to NLHS for consultation and investigations.
- G. As CorCare Link enables authorized individuals to provide more connected 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 of health care and community services by enabling the sharing of Information (the "**Shared Purpose**").
- (b) The Parties enter into this Agreement, together with the Schedule 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 are permitted to upload any documents to the record of a Patient within CorCare Link and/or to the extent that any Users are permitted to document in CorCare Link (each, an "**Upload**" and, collectively with the PAMI Information, the "**Provider Inputs**"), the Parties expressly agree and confirm that the Provider is the Custodian of the Provider Inputs when such Provider Inputs are in their custody or control.
- (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 or 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 or control of NLHS and accessible to the Provider and or its Users ("**Patient Data**"), therefore NLHS has the authority to authorize access to 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 shall be the Custodians of the Provider Inputs when any such Provider Inputs are within the custody or

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.

#### 4. Information Access.

- (a) The Provider is or employs, *inter alia*, health care professionals or health care providers, each as defined in PHIA, (hereinafter referred to as a "**Health Care Provider**"), to deliver certain Health Care Services to individuals in the province of Newfoundland and Labrador (the "**Patients**").
- (b) The Provider is responsible for identifying one or more named individuals 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(s), role(s) / title(s), business email(s), business phone number(s), and business address(es) of the Site Administrator and shall ensure that NLHS is advised of any change to the Site Administrator or their information within two (2) business days of any such change. The first Site Administrator must be identified during the Provider's registration for CorCare Link in order for registration to be completed.
- (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 its obligations under this Agreement (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 any related forms, documents, or agreements, including those required in PHIA, (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 Providers and Users must be in compliance with PHIA prior to accessing CorCare Link;
  - (iii) NLHS may, at any time, in its sole discretion, send written notice to the Site Administrator requesting confirmation of compliance with PHIA by the Provider or any one or more Users, or all Users, as the case may be, and the Provider shall be responsible for providing NLHS with such confirmation 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 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
  - (v) 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 shall be fully responsible for all activity occurring by or under the Credentials of each of the Provider's Users; and
  - (iii) the Provider is and shall at all times comply, and will require all its Users to comply, with this Agreement, any related Documents, and all applicable federal and provincial laws, rules, regulations, policies, and guidance, including PHIA and ATIPPA, when accessing or otherwise using the Information and/or CorCare Link.

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

- (a) For the purposes of this Agreement, 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) 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 all applicable Privacy Laws and that the Provider and/or its Users shall bear all responsibility for the accuracy of the content thereof.

- (c) 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:
  - (i) to Related Parties authorized by NLHS on a strictly need to know basis as required for the Purposes as set forth herein; or
  - (ii) as permitted by PHIA.
- (d) 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.
- (e) 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. 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.
- (f) The Provider acknowledges that the Information being accessed and shared through CorCare Link is drawn from numerous sources, including 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. The Parties acknowledge that CorCare Link is not guaranteed to operate error free or without interruption. NLHS shall use commercially reasonable efforts to work with Epic to maintain a high level of system reliability and availability, consistent with industry standards. **EXCEPT AS EXPRESSLY PROVIDED BY THIS AGREEMENT, CORCARE LINK and the INFORMATION ARE PROVIDED ON AN "AS-IS" AND AS-AVAILABLE" BASIS, WITHOUT ANY WARRANTY WHATSOEVER.** If CorCare Link is unavailable or malfunctions, NLHS shall use reasonable efforts to assist Epic, 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, this includes Patient Data received by the Provider or a User through InBasket or any other similar platform within the CorCare environment;
  - (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 permitted 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:
- (i) 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;
  - (ii) if NLHS reasonably believes that there has been a breach of this Agreement by a Provider or its Users and/or if it believes that the Confidentiality, protection, and/or Security of the Information has been compromised by a Provider or its Users; and/or
  - (iii) to ensure NLHS' compliance with any applicable laws or internal policies;

NLHS may immediately suspend, remove, and/or refuse 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 Information removed or retained by the Provider or its Users in any form. Any such suspension shall be temporary and limited to the period reasonably necessary to investigate and remediate the underlying issue. 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 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 received advance notice of any Upgrades from Epic, NLHS shall give the Provider 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 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;
  - (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 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, each in their sole discretion, reserve the right to temporarily refuse or suspend 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 due to an Upgrade. For greater clarity, CorCare Link has been designed and, as of April 25, 2026, is operated to a 99% availability target, which aligns with industry standards as of April 25, 2026.
- (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) Under this Agreement, both parties will have access to and handle certain confidential information belonging to the other. That information is subject to the Confidentiality obligations set out below.
- (b) Both Parties must ensure the Confidentiality, protection, and Security of the other Party's Information that is shared under this Agreement. Each Party confirms that it and its authorized Related Parties will only collect, use, disclose, access, manage, process, retrieve, store, retain, transfer, copy, modify, maintain, and/or dispose of that Information for the relevant Purposes set out in this Agreement, as the other Party authorizes, or as legally required with advance notice to the other Party where permitted by laws.
- (c) Without limiting any other provision of this Agreement, the Provider confirms that neither it nor any of its Users will:
  - (i) Directly or indirectly store, transmit, retain, or export any Information:
    - (A) outside of Canada, unless NLHS expressly permits this in writing, noting that Users may access CorCare Link on devices owned by them or the Provider while outside Canada and in accordance with NLHS policies or any substantially similar policy of the Provider;
    - (B) on a personal device that is not ordinarily used by the Provider or its Users for providing Health Care Services to Patients, unless NLHS expressly permits in writing or in accordance with NLHS policies or any substantially similar policy of the Provider; or

- (C) for the purpose 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) directly or indirectly collect, use, disclose, access, manage, process, retrieve, store, retain, transfer, transmit, export, copy, modify, maintain, and/or dispose of any Information for any purpose other than the relevant Purposes, as authorized by NLHS, or as legally required with advance notice to NLHS and in compliance with any legal restrictions on such notice.

The Provider must promptly notify NLHS if it becomes aware of any violation of this Section 8(c).

- (d) The Provider must comply with NLHS's Privacy and Confidentiality policy, or a substantially similar policy of the Provider. If requested by NLHS, the Provider must ensure that all its Users complete a privacy training course provided by NLHS.
- (e) Except as expressly set out in this Agreement, no ownership, right, title, or interest in Information owned by NLHS (excluding Patient Data) (the "**NLHS Information**") is granted to the Provider.
  - (i) NLHS owns the NLHS Information and grants the Provider a limited, royalty-free, non-exclusive licence to use the NLHS Information for the Provider Purpose as described in this Agreement.
- (f) Similarly, except as expressly set out in this Agreement, no ownership, right, title, or interest in Information owned by the Provider (the "**Provider Information**") is granted to NLHS.
  - (i) The Provider owns the Provider Information and grants NLHS a limited, royalty-free, non-exclusive licence to use the Provider Information for the NLHS Purpose as described in 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 or any substantially similar policies, procedures, standards, and guidelines of the Provider; 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;
  - (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; and
  - (iv) ensure all its Users are aware of and compliant with any and all applicable Security policies and procedures related to the Security of the Information.
- (d) 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).
- (e) 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.

## **10. Breach Management.**

- (a) The Provider must provide notice to NLHS as outlined in Section 13(i) 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) If NLHS becomes aware of an actual or potential Breach with a Provider or NLHS, to an extent that such actual or potential Breach impacts or may impact the Provider, NLHS shall provide notice to the Provider as outlined in Section 13(i) herein immediately upon, but not later than twenty-four (24) hours after, receiving a report of a Breach or potential Breach. Such notice shall include all details of the actual or potential Breach that the Provider may reasonably need to take

immediate action to prevent or minimize the Breach, potential Breach, or its reoccurrence, as the case may be.

- (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, the Custodian of the Information involved in the Breach shall have full and final authority with respect to any such notifications.
- (d) In the event of any 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.

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

- (a) For the purposes of this Section, a "Critical Incident" means a serious incident that requires investigation by NLHS or its representatives or designates including serious close calls and occurrences.
- (b) NLHS or its agents may conduct a privacy review or audit to confirm that the Provider is meeting its obligations under this Agreement and applicable Privacy Laws. The Provider must cooperate with any such review or audit. The Provider may, however, limit access to its systems and data to what is reasonably necessary for NLHS to carry out the review or audit.
- (c) The Provider or its agents may also conduct a privacy review or audit to confirm that NLHS is meeting its obligations under this Agreement. NLHS must cooperate with any such review or audit but may likewise limit access to its proprietary or sensitive systems and data to what is reasonably necessary for the Provider to carry out the review or audit.
- (d) During the Term and for as long as may be required after termination under any applicable privacy, Security, and/or data protection rules, the Provider agrees to:
  - (i) allow NLHS and any representatives and/or designated third-parties to audit the Provider's compliance with this Agreement and any applicable Privacy Laws;
  - (ii) allow NLHS to visit the Provider's facilities on at least seven (7) days' notice, at a reasonable time during normal business hours, provided the visit does not unreasonably interfere with the Provider's operations; and
  - (iii) cooperate and support NLHS in completing any Critical Incident reviews required by NLHS with respect to this Agreement, where permitted by law.

- (e) The cooperation and access described in Section 11(d) may include any of the following provided that NLHS gives the Provider with at least seven (7) days' notice and only accesses what is reasonably necessary:
  - (i) physical and/or remote electronic access to any records or documentation containing any relevant Information (including copies) held at or accessible from the Provider's premises or electronic systems, where the Provider has access and is permitted by law to disclose;
  - (ii) access to and meetings with the Provider and its Users and, where permitted by law, other relevant third parties;
  - (iii) inspection of records, infrastructure, electronic data or systems, facilities, equipment, or application software used to store, process, or transmit the Information and, in the case of a Critical Incident, any other data relevant to this Agreement; and/or
  - (iv) inspection of the Provider's offices, premises, facilities, operations, policies, and procedures relevant to this Agreement.
- (f) If NLHS visits the Provider's facilities under Sections 11(d) or 11(e), the Provider must arrange and oversee access and safety for NLHS and/or its representatives or designates while visiting the facility and must provide all necessary assistance to conduct the audit or Critical Incident investigation in compliance with privacy and data protection requirements or other applicable laws.
- (g) The seven-day notice requirements in Sections 11(d) and 11(e) do not apply if NLHS reasonably believes that a Breach has occurred or is occurring, or that the Provider is in breach of its obligations under this Agreement. In those circumstances, NLHS and/or its representatives or designates may exercise the powers as outlined in Sections 11(d) and 11(e) without notice. These powers are in addition to those set out elsewhere in this Agreement in relation to Breaches or potential Breaches.
- (h) If the Provider has any questions or concerns about the Confidentiality, protection, or Security of the Information, it should direct them to the NLHS contact person 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 ten (10) 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) Notwithstanding anything else herein, either Party may terminate this Agreement with thirty (30) days' written notice to the other Party.

### 13. Miscellaneous.

- (a) **Public announcements.** Neither Party may issue any public announcement, press release, or marketing material relating to this Agreement, or use the other Party's trademarks, service marks, trade names, logos, or domain names, without the other Party's agreement. That agreement must not be unreasonably withheld, delayed, or made conditional.
- (b) **Further Acts.** 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) **Binding Effect.** This Agreement is binding upon and inures to the benefit of the Parties and their respective heirs, representatives, successors, and assigns.
- (d) **No Assignment.** 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.
- (e) **Independent Contractors.** 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.
- (f) **Entire Agreement.** This Agreement (including all schedules, exhibits, attachments, appendices, and other Documents identified by the Parties and/or incorporated by reference into this Agreement or CorCare Link, and any amendments or replacements thereto) is the complete and exclusive agreement between the Parties on this subject matter. It supersedes all prior agreements, representations, and understandings, whether written or oral. For clarity, this Agreement is not intended to replace any other agreements between NLHS and the Provider that do not relate to CorCare Link. Each Party confirms that it has read, understood, and agreed to be bound by this Agreement.
- (g) **No Waiver.** 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.
- (h) **Amendments.** Except as otherwise stated in this Agreement, any change to this Agreement must be made in writing and signed by both parties. An amendment takes effect from the date that it is signed by the last Party to do so.
- (i) **Notices.** 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: 300 Prince Philip Drive, St. John's, NL A1B 3V6

Email: [privacy@nlhealthservices.ca](mailto:privacy@nlhealthservices.ca)

Attention: Chief Privacy Officer

Notice to the Provider:

[Redacted]

Email:

[Redacted]

Attention:

[Redacted]

- (j) **Legal Compliance.** This Agreement is made in compliance with all applicable Privacy Laws, including PHIA, PIPEDA, and ATIPPA, including any amendments or replacements thereof. The Parties shall comply with all applicable laws, regulations, guidelines, and policies through the Term of this Agreement.
- (k) **Governing Law.** This Agreement is governed by the laws of the Province of Newfoundland and Labrador. Both Parties submit to the exclusive jurisdiction of the courts of the Province of Newfoundland and Labrador.
- (l) **Severability.** 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.
- (m) **Interpretation.** Sections and section 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.
- (n) **Dispute Resolution.** 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.
- (o) **Survival.** Where applicable in the circumstances, the following sections survive termination of this Agreement: Section 5 (Information Collection, Use, Sharing, and

Disclosure), Section 6 (Information Retention and Disposition), Section 8 (Confidentiality and Privacy), Section 9 (Security), Section 10 (Breach Management), Section 11 (Critical Incidents and Audit and Assessment Compliance), and Section 12 (Term and Termination).

- (p) ***Electronic Execution.*** This Agreement may be signed electronically (including through CorCare Link, adding a digital signature, or any digital signature platform) or by fax, scan, or email. Electronic signatures are valid and binding. This Agreement may be signed in counterparts, each of which is an original, and together they form one instrument. Electronic delivery of a signed counterpart is as effective as physical delivery.

**[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.*

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

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

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

## SCHEDULE "A" DEFINITIONS

1. **Definitions.** The Parties acknowledge and agree that in addition to those defined terms set-out in the Agreement 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 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) **"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, viewed, or disclosed by either Party pursuant to this Agreement.
- (j) **"Losses"** means any and 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 rights, and the cost of pursuing any insurance providers arising out of or in connection with any third-party claim, suit, action, or proceeding.
- (k) **"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.
- (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, and PIPEDA, 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) **"Upload"** is defined in Section 3(a).
- (cc) **"User Departure"** is defined in Section 4(c).
- (dd) **"User Information"** is defined in Section 4(c).
- (ee) **"Users"** is defined in Section 4(c).