

## CorCare Link Agreement – Plain Language Summary

This document offers a plain language summary to help explain key parts of the CorCare Link Access Agreement. It is for information only and should not be understood to be legal advice. The Agreement itself is the official legal document and takes precedence if there’s any difference.

A detailed agreement between NLHS and the Physician is required to clarify the responsibilities for the legal protections for personal health information under the *Personal Health Information Act*.

Clause	Topic	What the contract says	Things to be aware of
	Background	This agreement explains the terms under which you can use CorCare Link.	This clause is background only. The actual rights, responsibilities, and limits are set out in the sections that follow.
1	Definitions	Some words in this agreement have specific meanings that apply every time they are used. Those meanings are set out in a definitions schedule.	If a term seems technical or unfamiliar, check Schedule “A”. It may not mean what it does in everyday use.
2	Purpose	The purpose of this agreement is to let you use CorCare Link to support patient care and information sharing with NLHS. The agreement also sets out expectations, including privacy and security safeguards, that apply whenever patient information is accessed. These requirements reflect existing legal obligations under privacy laws.	This clause explains why the agreement exists and why safeguards are referenced. Your responsibilities are set out in later clauses.

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3	Custodianship	<p>This clause clarifies who is considered the “custodian” of patient information under PHIA, depending on who has custody and control of the information at a given time:</p> <ul style="list-style-type: none"> <li>• You are the custodian for patient information you create or upload up to the point it is submitted into CorCare Link. Once that information is submitted, NLHS becomes the custodian.</li> <li>• NLHS is the custodian of all other patient information in CorCare Link, including information you access in read-only format.</li> </ul>	<p>Your PHIA obligations apply only to information while it is within your custody or control. Once information is submitted into CorCare Link, it is governed and managed by NLHS, and your custodianship responsibilities for that information end.</p>
4 (a) - (f)	Information Access – Managing Access to CorCare Link	<p>You’ll need to designate one person in your clinic as the Site Administrator to be the main point of contact with NLHS for CorCare Link access. Notify NLHS of any changes to your Site Administrator within <b>two (2) business days</b>.</p> <p>Your clinic is responsible for keeping an up-to-date list of who is authorized to use CorCare Link and for letting NLHS know promptly when users are added, leave, or no longer need access. Notify NLHS of user changes within <b>three (3) business days</b>.</p> <p>Once NLHS is notified of a user leaving or no longer being authorized, NLHS will remove that user’s access to CorCare Link within <b>three (3) business days</b>.</p> <p>Each person who uses CorCare Link is given their own login and may only use it themselves. Users are responsible for keeping their login credentials secure. Shared logins are not permitted.</p>	<p>Signing this agreement means you take on a limited, administrative role in managing access to CorCare Link from your practice. Your responsibility is to ensure that information about who has access from your site is accurate, and up to date, and that access is limited to people who are authorized to use the system for patient care purposes. NLHS will remove access quickly once notified. These steps all help reduce security and privacy risks.</p>

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4 (g) - (h)	Information Access – Conditions on Access and Use	<p>You and your users can only access CorCare Link after the agreement is signed and only if you are complying with PHIA and other applicable privacy laws.</p> <p>From time to time, NLHS may ask for confirmation that you or specific users are PHIA compliant. This is a straightforward check that must be responded to promptly (within <b>two (2) business days</b>).</p> <p>CorCare Link may only be used for patient care purposes or as otherwise permitted by law. Users should only access the information they need to provide that care and should not access patient information unnecessarily or for non-care purposes.</p> <p>You are responsible for ensuring that your users hold appropriate professional licenses, where applicable, while they have access to CorCare Link and for the activity carried out using their individual logins. You are also responsible for ensuring your users follow the Agreement and applicable privacy laws when using CorCare Link.</p>	<p>This clause sets basic conditions for access and use of CorCare Link. It reflects existing legal and professional obligations that already apply when accessing patient information in HEALTHeNL or other information systems</p> <p>You are responsible for user access and credential oversight within your practice. A user is a person in your clinic who did not sign the Link Access Agreement, this includes MOAs and Locums.</p>

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5	Information Collection, Use, Sharing, and Disclosure	<p>You are given access to patient information in CorCare Link so that you and your authorized users can provide patient care. NLHS agrees to share this information with you only for that purpose.</p> <p>In some situations, NLHS may request that you add patient information directly to the patient’s medical record using CorCare Link. You are responsible for the accuracy of any information you enter and for correcting or flagging errors if they’re identified.</p> <p>The Agreement does not restrict disclosures that are already permitted by privacy law or approved by NLHS for patient care. If you or your users are legally required to disclose patient information—for example, under a court order—you must notify NLHS in advance where permitted, or as soon as possible afterward if advance notice is not allowed. This gives NLHS an opportunity to respond or take steps permitted by law.</p> <p>Information in CorCare Link may come from multiple sources, including third parties. While NLHS represents that CorCare Link reflects its electronic medical record, the system may not always be complete or clinically accurate.</p> <p>CorCare Link may experience downtime or interruptions. CorCare Link is provided “as-is.” If CorCare Link is unavailable or not functioning, you are not responsible for delays or failures in submitting information caused by the outage.</p>	<p>This clause explains how patient information can be accessed, entered, and shared through CorCare Link. It confirms that practitioners are responsible for the accuracy of information they submit, while NLHS remains responsible for operating the system and managing system availability.</p>

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6	Information Retention and Disposition	<p>Everyone involved must handle patient information securely and in line with the Agreement when it is transferred, stored, returned, or disposed of.</p> <p>As a general rule, patient information accessed through CorCare Link should stay in CorCare. However, you may keep one copy of clinically relevant information in your own records if it is needed to provide care, and you may give patients a copy of their information when permitted by law.</p> <p>If you keep or remove a copy of patient information from CorCare Link, you become the custodian of that information and are responsible for it under PHIA and other privacy laws.</p> <p>NLHS can temporarily suspend access to CorCare Link, or require the return or secure destruction of patient information, if information is kept or shared in a way not permitted by the Agreement or law, if NLHS reasonably believes there has been a breach or security issue, or to meet legal or policy requirements. Any access suspension must be temporary and limited to what is needed to investigate and fix the issue.</p> <p>When the Agreement ends, you and your users must stop accessing CorCare Link. You may be asked by NLHS to confirm this in writing.</p>	<p>This clause confirms that limited, lawful retention of information from CorCare for patient care is permitted, and that any information you keep outside CorCare is subject to your normal PHIA retention, security, and disposal obligations. This section also includes authority for NLHS to temporarily suspend a user for a security breach or a contravention of a law or policy. This is to protect the patient information within CorCare from viruses and other threats and/or willful misuse by a user. NLHS has the same process for HEALTHeNL and Med Access and the NLMA is unaware of any physician's account being suspended under this clause. NLHS and the NLMA have agreed to draft a policy specifically addressing under what circumstances a suspension or termination can happen. Finally, this section requires the user to notify NLHS when they will no longer be using CorCare Link.</p>

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7	CorCare Link Access and Use	<p>NLHS runs CorCare Link and allows authorized users to access (and sometimes enter) patient information for patient care purposes only. Clinics are responsible for their own devices, internet access, and basic technical requirements.</p> <p>CorCare Link may be updated from time to time. Where possible (e.g., if NLHS receives advance notice of planned upgrades from Epic), they'll give you reasonable notice and will try to schedule upgrades outside normal business hours to minimize disruption. NLHS may share necessary practitioner, user, or patient information to support these upgrades. You may be asked to cooperate with upgrades by sharing technical information or signing additional agreements needed to keep access</p> <p>While NLHS aims for high system availability 99% of the time, access isn't guaranteed at all times. Access may be temporarily limited or suspended for system upgrades or changes. If CorCare Link is unavailable because of an upgrade, you are not considered to be in breach of the agreement.</p> <p>NLHS will regularly review system audit logs to ensure CorCare Link is used appropriately. Audits may also occur at the request of a patient or practitioner, or if there is a suspected privacy breach. NLHS may share audit reports with you if requested. You are expected to assist NLHS in reviewing audit findings for your users, and to promptly notify NLHS if you identify any inappropriate access or use.</p>	<p>This clause states that NLHS is responsible for operating CorCare Link, and clinics are responsible for their own technology and internet access.</p> <p>It also describes how system access will be maintained over time and reflects standard expectations during system updates; notice is expected where possible, and disruption is meant to be minimized. But, temporary interruptions may occur, especially during upgrades.</p> <p>Privacy and security audit reports are a routine privacy safeguard for electronic health systems, not an assumption of misuse. Privacy and security audits do not view how a physician practises, but rather how CorCare Link is used by the users. The audits are currently done in HEALTHeNL and Meditech.</p>

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8	Confidentiality and Privacy	<p>Both the physician and NLHS must ensure the confidentiality, protection, and security of the CorCare information that has been disclosed to them. This means that physicians are responsible for any information that came from CorCare Link and they include in the patient’s record or anywhere else. NLHS has the same responsibility for information the physician has added to the record.</p> <p>Both the physician and NLHS agree they will only collect, use, disclose, access, manage, process, retrieve, store, retain, transfer, copy, modify, maintain, and/or dispose of the exchanged personal health information for the provision of health care and as allowed by law and other parts of the Agreement.</p> <p>The physician agrees not to store, transmit, retain, or export, directly or indirectly, any information from CorCare Link outside of Canada.</p> <p>The physician may access CorCare Link on the physician’s own devices while outside of Canada.</p> <p>The physician may not store CorCare Link information on a personal device that is not ordinarily used by the physician for providing health care, unless NLHS expressly permits it in writing or in accordance with NLHS policies or any substantially similar policy of the physician.</p> <p>Physicians may not use any of the CorCare Link information for AI training or learning.</p>	<p>This clause clarifies shared confidentiality responsibilities and confirms that physicians are responsible only for information they choose to keep in their own records, while NLHS remains responsible for the CorCare record, consistent with PHIA and existing practice.</p>

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		<p>Physicians must adhere to their own privacy and confidentiality policy, which is required under PHIA, or if the physician does not have such a policy, they must be compliant with NLHS policy on privacy and confidentiality.</p> <p>The personal health information viewed by the physician while using CorCare Link is NLHS's information under PHIA, and NLHS is giving physicians access to this information. If the physician includes this information in their own records, the information in the physician's possession is the physician's responsibility under PHIA.</p>	
9	Security	<p>This requires physicians and all their users to follow the clinic's security policy, which should include standards for the secure exchange and management of information. If the clinic does not have a robust security policy, they must adhere to NLHS' policies, procedures, standards, and guidelines on security. The physician must also be in compliance with PHIA and other applicable legislation.</p> <p>The physician's security policy will be considered robust if it includes: 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;</p>	This clause reinforces the expectation, already reflected in PHIA, that clinics protect patient information using reasonable security measures.

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		<p>The physician is required to also 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.</p> <p>In compliance with PHIA, upon request, NLHS will be permitted to review the policies and procedures of the physician related to the confidentiality and security of personal health information.</p>	
10	Breach Management	<p>If the physician becomes aware of, suspects, or identifies any security threats or breaches of the personal health information associated with CorCare Link, the physician must report the incident to NLHS at <a href="mailto:privacyalerts@nlhealthservices.ca">privacyalerts@nlhealthservices.ca</a> immediately and no more than <b>24 hours</b> after the physician becomes aware of the threat or breach. NLHS will help physicians in the management of the threat or breach within the physician's system upon request.</p> <p>If NLHS becomes aware of a breach of personal health information provided by the physician, NLHS will notify the physician.</p> <p>If there is a breach, both parties will collaborate on notifying the affected patients. However, the custodian, whether the physician or NLHS, shall have full and final authority with respect to any such notifications of patients.</p> <p>NLHS and the physician shall cooperate in good faith to mitigate the effects of a breach and to prevent further breaches. If there is a breach, the physician must fully cooperate and assist in any investigation by NLHS. The investigation may also involve the</p>	<p>This clause sets clear, shared expectations for reporting and managing privacy breaches and confirms that NLHS will work with physicians to respond promptly, limit impacts, and meet legal notification requirements.</p> <p>There are similar requirements in the Med Access agreement.</p>

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		Office of Information and Privacy Commissioner, the College of Physicians and Surgeons of Newfoundland and Labrador, or law enforcement.	
11	Critical Incidents and Audit and Assessment Compliance	<p>Critical Incident means an incident that is serious in nature and warrants an investigation by NLHS or its third-party representatives or designates.</p> <p>NLHS may wish to conduct a privacy review and/or privacy audit to confirm the physician's compliance with its obligations under the Agreement and/or any applicable Privacy Laws. The physician is required to cooperate. Such review or audit will be limited. Access to proprietary or sensitive systems and personal health information will be limited to the minimum necessary for NLHS to conduct the review or audit. Such activities may require NLHS to visit the physician's clinic. NLHS will give <b>seven (7) days'</b> notice of the visit, unless the critical incident requires immediate access, which NLHS will arrange with the physician.</p> <p>NLHS will cooperate if the physician wishes to conduct a similar privacy review or audit related to CorCare Link.</p> <p>During such investigations, NLHS will not access systems, data, or information beyond what is reasonably required in the circumstances, but may require:</p> <ul style="list-style-type: none"> <li>• physical and/or remote electronic access to any records or other documentation of information from CorCare Link, including copies;</li> <li>• inspection of all records and the infrastructure, electronic data or systems, facilities, equipment, or application</li> </ul>	<p>This clause is about ensuring serious privacy or security issues can be reviewed responsibly. Any audits would be kept narrowly focused solely on CorCare Link, advance notice would be provided wherever possible, and cooperation is intended to be working both ways between NLHS and physicians. This clause supports NLHS in meeting its legal obligation to protect the personal health information for which it is the custodian, which in limited circumstances may require accessing the physician's system to find viruses or other security threats.</p>

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		<p>software used to store, process, or transport the information and, in the case of a Critical Incident, any other data related to CorCare Link; and/or</p> <ul style="list-style-type: none"> <li>inspection of the premises.</li> </ul> <p>If there is a visit to the clinic, the physician shall be responsible for arranging and overseeing NLHS access and safety, and provide any necessary assistance.</p> <p>If the physician has any questions or concerns respecting the confidentiality, protection, or security of CorCare Link information, they should address them to NLHS’s Chief Privacy Officer at <a href="mailto:CorCareLink@nlhealthservices.ca">CorCareLink@nlhealthservices.ca</a></p>	
12	Term and Termination	<p>This Agreement will come into force on the Effective Date (the date upon which the second party, whether you or NLHS, signs).</p> <p>The term of the Agreement will last for <b>ten (10) years</b> from this date. However, the Agreement can be extended, or it can be terminated early.</p> <p><b>Six (6) months</b> before the end of the Term, a conversation will be started with NLHS to renew and extend this Agreement (with the same intended purposes in mind). If these conversations do not lead to a new Agreement within these six months, this Agreement will end upon the expiry of the Term.</p> <p>Either you or NLHS may also terminate this Agreement with 30 days’ written notice provided to the other party.</p>	<p>When this Access Agreement is reaching the end of the initial ten (10) year term, the NLMA will coordinate with NLHS and discuss refreshing the terms of the Agreement. You individually do not need to negotiate the renewal of this Agreement with NLHS.</p>

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13	Miscellaneous		
(a)	Public Announcements	Neither NLHS nor the physician can release public statements (such as press releases or marketing materials) about this Agreement, or use the other party's name or logos, without the consent of the other party.	This clause prevents either party from using the Agreement or the other party's name or branding for publicity or marketing without mutual agreement.
(b)	Further Acts	Both NLHS and the physician can request additional documents or actions in order to fully implement the Agreement and make it work.	This is a standard clause that supports the practical operation of the Agreement. Requests for further steps must be reasonable.
(c)	Binding Effect	Once signed, the Agreement is legally binding and continues to apply to the parties and their heirs, representatives, successors, and assigns.	This is standard contract language confirming the Agreement remains valid if there are routine legal or organizational changes. For example, if a clinic reorganizes its corporate structure, or if NLHS undergoes a statutory or structural change.

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(d)	No Assignment	If NLHS or the physician wish to assign or transfer the Agreement to another party (including the legal rights and obligations contained in the Agreement), they cannot do so without the written approval of the other party.	This clause ensures the Agreement applies only to the parties who signed it and prevents it from being transferred to another organization without mutual approval.
(e)	Independent Contractors	NLHS and the physician are independent from one another. This Agreement does not create a relationship (for example, a partnership or an employment relationship) that does not already exist.	This clause confirms that signing the Agreement does not change your independent professional status or create any employment or agency relationship with NLHS.
(f)	Entire Agreement	This agreement, along with any schedules, appendices, and documents it refers to, is the complete agreement between you and NLHS about CorCare Link. It replaces any earlier discussions or agreements on that topic, but does not override other agreements you may have with NLHS that are unrelated to CorCare Link. Both parties confirm they have read and agreed to it.	This clause simply confirms this document is the final word on CorCare Link and does not cancel or replace other, unrelated agreements you may have with NLHS. If a physician did sign the earlier CorCare Link Site Agreement, this agreement nullifies that one.
(g)	No Waiver	If either party chooses not to enforce a right under the Agreement at a particular time, that does not mean the right is permanently given up. A delay or failure to enforce a term does not prevent that term from being enforced later.	This clause prevents one-time or informal flexibility from being treated as a permanent change to the Agreement.

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(h)	Amendments	If any Amendments are made to this Agreement, they will only be valid if signed by both parties. Amendments will take effect beginning on the date signed by the last party (not the first, and not retroactively unless otherwise agreed upon by both parties).	This clause ensures the Agreement cannot be changed informally and that any Amendments require clear, written agreement from both sides.
(i)	Notices	If you need to send NLHS any notices or other communications about this Agreement, you must do so in writing. The required mailing address is provided in this section of the Agreement. Likewise, NLHS must provide you with any notices or other communications in writing regarding this Agreement (i.e. not over the phone).	This clause sets a clear, predictable way for formal communications to be delivered. It does not affect routine emails or day-to-day operational communication.
(j)	Legal Compliance	This Agreement was written in such a way as to comply with all applicable federal and provincial (Newfoundland and Labrador) privacy laws. These include PHIA, PIPEDA, and ATIPPA. You and NLHS are expected to comply with all applicable privacy laws while using or accessing CorCare Link.	This clause reflects existing legal obligations and confirms the Agreement is meant to align with current privacy and information-access laws, not create new or different standards.
(k)	Governing Law	The relevant law here is the provincial law of Newfoundland and Labrador, as well as any Canadian federal laws (should they apply).	This clause simply confirms NL law applies and that any legal issues would be handled locally.
(l)	Severability	If anything in the Agreement is found to be legally unenforceable, the physician and NLHS will try to replace it with an enforceable provision that reflects the original intent. If that isn't possible, the	This clause ensures that a problem with one part of the Agreement does not invalidate the rest of it.

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		unenforceable provision will be removed and the rest of the Agreement continues to apply.	
(m)	Interpretation	<p>The sections and section headings of this Agreement are meant only to assist with the organization of the document, and do not import any additional meaning to the Agreement.</p> <p>The word “include” (and any variations thereof) should be understood to mean “include without limitation” (aka. fully include).</p> <p>Any reference in the Agreement to gender includes all genders.</p> <p>Any words importing the singular number include the plural and vice versa. For example, “patient” would include both individual patients and all patients collectively. “Documents” would refer to all relevant documents collectively, as well as each individual document.</p>	This clause is standard contract drafting language and is meant to avoid technical disputes about wording, not to change the substance of the Agreement.
(n)	Dispute Resolution	If you or NLHS have any dispute regarding this Agreement, you must first attempt to resolve it through negotiation. If that does not work, the dispute will be resolved by binding arbitration under Newfoundland and Labrador’s Arbitration Act, with a single arbitrator chosen by mutual agreement.	This clause encourages informal resolution first and avoids court proceedings by using a predictable, local arbitration process if needed.
(o)	Survival	The responsibilities and obligations contained in certain sections of this Agreement will remain in place even after the Agreement expires. For example, you will still have a responsibility to indefinitely ensure the confidentiality, protection, and security of CorCare information that has been disclosed to you.	This applies to sections 5, 6, 8, 9, 10, 11, and 12.

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(p)	Electronic Execution	This Agreement can be signed electronically, including through CorCare. This electronic signature is equivalent to a physical signature.	This clause confirms electronic signing is fully valid and avoids the need for paper originals.