



Labrador-Grenfell  
**Health**

**INFORMATION SHARING AGREEMENT**

**THIS AGREEMENT IS MADE** at Happy Valley-Goose Bay, in the Province of Newfoundland & Labrador, as of 1<sup>st</sup> day of April, 2019

**Between:**

**The Mushuau Innu First Nation Health Branch, a body corporate pursuant to (Hereinafter referred to as "MIFN")**

**And:**

**Labrador-Grenfell Regional Integrated Health Authority, a body corporate pursuant to the Regional Health Authorities Act, S.N.L. 2006 c. R-7.1 (Hereinafter referred to as "LGH")**

**WHEREAS** The Parties have the legal obligation to comply with Access to Information and Protection of Privacy Act (ATIPPA), the Personal Health Information Act (PHIA) and other obligations regarding privacy and confidentiality of Information;

**AND WHEREAS** the Labrador-Grenfell Regional Health Authority has the legislative authority to collect, use and disclose the Information pertaining to this Agreement as a Custodian under s. 4 (1) (a) of PHIA. This Information is authorised to be shared within circle of care under S. 24(2) and (3) and can be used for health care purposes under S. 35.

**AND WHEREAS** the MIFN Health Branch has the legislative authority to collect, use and disclose the Information pertaining to this Agreement as a Custodian under s. 4(1)(p) of PHIA and S 4(1)(a) of the PHIA Regulations. This Information is authorised to be shared within circle of care under S. 24(2) and (3) and can be used for health care purposes under S. 35.

**AND WHEREAS** the Parties have established electronic health information available through the Meditech Healthcare Information System ("Meditech"), the Home Care InterRAI™, the Client Referral and Management System ("CRMS"), the Government of Newfoundland Labrador Public Health Information System, "Seinet", and the Government of Newfoundland Labrador Immunization Registry System (IRS), Electronic Medical Record (EMR), through which Information will now be shared between the Parties in order to provide collaborative and seamless healthcare services to clients within the Parties' mutual "Circle of Care".

**AND WHEREAS** the Parties agree that other additional sources of electronic health information to which the Parties mutually agree in writing can be included in or removed from this agreement by amending Schedule A.

**AND WHEREAS** the Parties wish to enter into this Agreement to establish the terms, conditions and framework of their obligations regarding confidentiality and protection of Information that result from the relationship established between them as outlined in this Agreement.

**AND WHEREAS** the Parties agree that the specific operational roles and responsibilities of each Party and their employees in the use of the electronic health information systems producing the information covered by this Agreement is outlined in a separate Memorandum of Understanding.

**NOW THEREFORE** in consideration of the mutual covenants, conditions and agreements herein contained, the Parties agree as follows.

**1. Definitions**

- 1.1 (a) "Agreement" means this Agreement, including the Schedules to this Agreement, as it or they may be amended or supplemented from time to time, and the expressions "hereof", "herein", "hereto", "hereunder" and similar expressions refer to this Agreement and not to any particular portion or section of this Agreement.
- (b) "ATIPPA" means the Access to Information and Protection of Privacy Act, Newfoundland and Labrador, SNL 2002 c. A.11, as amended;
- (c) "Circle of Care" means the persons participating in and activities related to the provision of health care to the individual who is the subject of the Personal Health Information and includes necessarily incidental activities such as laboratory work and professional consultation;
- (d) "Information" means Personal Information, Personal Health Information and all other information collected, used, created or managed by the Parties during the course of this Agreement;
- (e) "Personal Information" is as defined in ATIPPA;
- (f) "Personal Health Information" is as defined in PHIA;
- (g) "PHIA" means the Personal Health Information Act, Newfoundland and Labrador, SNL, 2008 c. P-7.01;

**2. Term and Termination**

- 2.1 This Agreement shall commence on the later date which it is signed by both Parties, and shall continue in effect unless terminated as per this Agreement by one of the Parties.
- 2.2 Either Party may terminate this Agreement by providing sixty (60) days' notice in writing to the other Party.
- 2.3 This Agreement constitutes the entire Agreement between the Parties with respect to the disclosure and security of the Information and supersedes all previous negotiations, communications and other agreements between the Parties unless they are incorporated by reference into this Agreement.
- 2.4 Any amendment to the terms of this Agreement must be approved in writing and duly executed by both Parties. Any amendment to this Agreement will only be effective from the date of approval.
- 2.5 Each Party shall notify the other in writing of any legislative regulations or internal change management processes that may affect this Agreement.
- 2.6 Each Party will defend, indemnify and hold harmless the other in respect to any and all claims (including third party claims), losses, damages, suits, actions, causes of action, costs and/or expenses including legal fees and disbursements and court costs; and/or liability, of any kind resulting directly from or relating to the access to the Information and/or unauthorized access, collection, use, disclosure, copying, modification, disposition, loss or retention to the Information; any Breach of this Agreement including without limitation the Breach of any representation or warranty, or any act or omission of the Party or any of its employees, associates, agents, contractors, and/or subcontractors; or the failure of the Party to comply with the terms of this Agreement.
- 2.7 During the term of this Agreement, each Party shall maintain in full force and effect, general liability insurance and professional liability insurance for a minimum of \$5,000,000 any one occurrence. Each Party shall provide the other with evidence of insurance upon request.
- 2.8 The terms of this Agreement are confidential to each Party and shall not be disclosed without the other Party's prior written consent.

**3. Relationship**

- 3.1 This Agreement shall not create or confer upon the Parties hereto, in any way or for any purpose, any relationship except that of contracting parties, and in particular does not create a partnership, principal and agent, a joint venture between MIFN and LGH nor does it create an employer-employee relationship or dependant contractor relationship between MIFN and LGH.

**4. Responsibility for Maintenance**

- 4.1 Costs related to the upkeep and maintenance of Meditech, CRMS and any other healthcare information being provided to MIFN through the LGH network shall be the responsibility of LGH. Costs related to the upkeep and maintenance of any healthcare information being provided to LGH through the MIFN network shall be the responsibility of MIFN.

**5. Confidentiality & Privacy**

- 5.1 The Parties confirm that they have legislative responsibilities to ensure the confidentiality and privacy of personal information as set out in ATIPPA and personal health information as set out in PHIA. The Parties agree that they will only access, collect, use, modify, retain and dispose of Information as outlined in this Agreement or as they are legally obliged to do.
- 5.2 Each Party agrees to review the policies regarding privacy and confidentiality of the other Party and to abide by those policies.
- 5.3 Each Party shall ensure that all its employees have completed appropriate privacy and security education and shall execute a privacy and confidentiality oath as prescribed by the legislation and substantially as set out at Schedule "B".

**6. Security and Access**

- 6.1 The Parties shall ensure compliance with all their respective requirements respecting the privacy and confidentiality and protection of all Information subject to this Agreement including all MIFN's policies and procedures, all LGH's policies and procedures and all applicable legislation.
- 6.2 The Parties agree to have policies and procedures in place to secure electronic data retention, backup, disposal and destruction, data protection, access control, identification and authentication, password governance, security breach response, network and work station security, firewall administration, remote access, disaster recover, logging and auditing controls.
- 6.3 If either Party becomes aware of or identifies any security breach regarding the confidentiality or protection of Information then that Party shall, as soon as reasonably possible, notify the other Party.

- 6.4 In the event of a Breach, Parties must cooperate fully and assist in any civil or other investigations carried out by either Party or a person body with legislative authority to conduct such investigation involving the Information in its custody or control.
- 6.5 In the event of a Breach, the respective Party shall have the obligation to notify the affected individual(s) as required. Both Parties will collaborate to ensure appropriate stakeholders are involved in the notification process.
- 6.6 Each Party shall bear its own costs (including legal costs) in cooperating with any investigation involving the Information that is the subject of this Agreement.

**7. Disclosure of Information**

- 7.1 The Information under the terms of this Agreement is provided solely for the stated purpose, which is to support collaborative and seamless health care delivery to mutual clients living in the Labrador Innu Settlement Area of Natuashish.
- 7.2 Unless required by law or authorized LGH or MIFN (respectively), the Parties shall not disclose Information to any affiliated or unaffiliated third party, other than employees, associates, agents, contractors and or subcontractors, as required for the contract or service provision and as stipulated under the terms of this Agreement.
- 7.3 In the event that either Party is required by law to disclose the Information, the other Party must be promptly notified upon becoming aware that such disclosure is required, where Information of the other Party is involved. Where circumstances do not permit such notice to be provided prior to disclosure, the disclosing Party must provide such notice to the other Party immediately following the required disclosure.
- 7.2 In the event that MIFN or one of their employees breach the provisions of this Agreement or LGH's policies regarding access, disclosure and use of the Personal Health Information or cause a security breach which could lead to the improper use, disclosure or access of said Information, or become aware of any breaches of privacy/confidentiality by party, MIFN must report it to LGH immediately. The Parties will work together to determine the appropriate course of action, which could include a variety of consequences up to and including termination of this Agreement and/or termination of the employment of the employee causing the breach. A record of any breaches will be maintained by LGH.

**8. Notices**

- 8.1 Any notice to be given by this Agreement shall be in writing and effectively given if (i) delivered personally, (ii) sent by fax or (iii) sent by registered mail:
- (a) in the case of notice to MIFN at:  
Ms. Kathleen Benuen  
Health Director  
Mushuau Innu First Nation  
P.O. Box 188  
Natuashish, NI A0P 1A0  
Email: [Kathleen.benuen@mifn.ca](mailto:Kathleen.benuen@mifn.ca)
  - (b) in case of notice to LGH at:  
Chief Executive Officer  
Labrador-Grenfell Health  
P.O. Box 7000, Stn "C"  
Happy Valley-Goose Bay, NL A0P 1C0  
c/o Email: [josephine.hodder@lghealth.ca](mailto:josephine.hodder@lghealth.ca)

#### **Dispute Resolution**

- 9.1 The Parties agree that they shall at all times attempt to resolve any disputes with respect to issues arising out of the Agreement in an amicable fashion, through negotiation. The Parties agree that the existence of any dispute shall not interfere with the performance by the Parties of their respective obligations under the Agreement.

If all of the efforts to resolve the dispute are unsuccessful, and the Parties are otherwise unable to resolve the matter, the matter shall be referred to an arbitration to be conducted in the Province of Newfoundland and Labrador. A single arbitrator shall be chosen by mutual agreement between the Parties and the decision of the arbitration shall be final and binding on the Parties.

#### **9. General Provisions**

- 10.1 *Entire Agreement:* This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof.
- 10.2 *No Assignment:* Neither Party shall not assign or otherwise transfer any part of this Agreement.
- 10.3 *Subcontractors:* Neither Party may not use any subcontractors or agents in connection with the performance of their obligations.
- 10.4 *Counterparts:* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which when taken together

shall constitute one and the same agreement. Any counterpart signature transmitted by facsimile or by sending a scanned copy by electronic mail or similar electronic transmission shall be deemed an original signature.

- 10.5 *Amendment:* This Agreement can only be amended with the written consent of both Parties.
- 10.6 *Severability:* If for any reason any term, covenant or condition of this Agreement, or the application thereof to any person or circumstance, is to any extent held or rendered invalid, unenforceable or illegal, then such term, covenant or condition (i) shall be deemed to be independent of the remainder of the Agreement and severable and divisible therefrom, and its invalidity, unenforceability or illegality shall not affect, impair or invalidate the remainder of the Agreement or any part thereof; and (ii) shall continue to be applicable to and enforceable to the fullest extent permitted by law against any person and circumstance other than those to which it has been held or rendered invalid, unenforceable or illegal.
- 10.7 *Schedules:* The following Schedules whether attached hereto or acknowledged as a separate document shall form a part of this Agreement:
- Schedule "A" – List of Electronic Healthcare Information Systems Covered by this Agreement  
Schedule "B" – Privacy/Confidentiality Oath(s)  
Schedule "C" – List of LGH Policies Applicable to this Agreement
- 10.8 *Binding:* The Parties acknowledge having received a copy of this Agreement and have read, reviewed and contemplated the terms therein including having had ample opportunity to obtain independent legal advice with respect to the matters addressed within this Agreement, and upon having voluntarily executed this Agreement, acknowledge the respective rights and obligations placed on the Parties pursuant to this Agreement, and acknowledge and agree that the within Agreement is binding upon the Parties hereto .
- 10.9 *Governing Law:* This Agreement shall be governed by and construed in accordance with the laws of the Province of Newfoundland & Labrador and the laws of Canada applicable therein. The parties hereby irrevocably attorn to the jurisdiction of the courts of the Province of Newfoundland & Labrador.
- 10.10 *Recitals:* The recitals hereinbefore contained are true and correct and form an integral part of this Agreement.
- 10.11 *Interpretation:* This Agreement shall be read with all changes in gender and number required by the context. The headings contained in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

- 10.12 *Currency:* All references herein to currency are to Canadian currency and all payments shall be made in Canadian currency.
- 10.13 *Language:* The parties acknowledge and agree that they have required that this Agreement be prepared in the English language.
- 10.14 *Third Parties.* Except as expressly set forth herein, nothing contained in this Agreement is intended to confer upon any person not a party hereto any rights, benefits or remedies of any kind or character whatsoever, and no such person shall be deemed a third-party beneficiary under this Agreement.

**IN WITNESS WHEREOF** the Parties have executed and initialled this Agreement, as of the date set out above.

**The Mushuau Innu First Nation Health Branch**

Per: Kathleen Benon  
Name: Kathleen Benon  
Title: Health Director

**Labrador-Grenfell Regional Health Authority**

Per: Heather Brown  
Name: Heather Brown  
Title: President and CEO