

**SCHEDULE 8**

**RECORD PROVISIONS**

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### **Record Provisions Part 1: General Requirements**

1. Each Relevant Provider shall retain and maintain all the Retained Records (including superseded records):
  - 1.1 in accordance with this Part 1 of this Schedule 8;
  - 1.2 in accordance with the requirements of Good Clinical Practice;
  - 1.3 in chronological order;
  - 1.4 in a form that is capable of audit; and
  - 1.5 at its own cost.

Provided that the obligations of each Relevant Provider pursuant to this Schedule will be limited to Retained Records relating to its Provider Obligations. Each Relevant Provider may retain and maintain Retained Records at appropriate premises outside of the Providenciales Facility and/or the Grand Turk Facility provided always such premises are on-island and have been approved by the TCIG Representative.

2. Wherever practical, original records shall be retained and maintained in hard copy form. For the avoidance of doubt all Patient Records will be in electronic format unless otherwise agreed. Certified copies of the original records may be kept by the Relevant Providers where it is not practicable to retain original records.
3. Each Relevant Provider shall make such records available for inspection to authorised representatives of the TCIG and any other relevant body where it has reasonable cause and authority for requiring such records, on giving reasonable written notice.
4. Patient Records (Specific Requirements)
  - 4.1 ClinCo shall comply with all relevant Law, HRA Requirements, and any other regulatory or accreditation requirements regarding the creation, storage, access, use and disclosure of Patient Records and Patient Information.
  - 4.2 TCIG shall transfer existing Patient Records to ClinCo in accordance with the Implementation Plan and Implementation Programme provided the Patient has consented to such transfer by:
    - 4.2.1 being a Registered Member;

4.2.2 in the case of Unregistered Members and/or Non-Entitled Individuals (as these terms are defined in Part A of Schedule 17 - NHIB Procedures) by giving consent to ClinCo at the time of or before Treatment; or

4.2.3 presenting to ClinCo for Treatment

For the avoidance of doubt no existing Patient Records will be transferred other than in respect of Registered Members until consent is given in accordance with 4.2.2 or 4.2.3 above.

4.3 ClinCo shall ensure it obtains the specific written consent of any Patient where such Patient's Patient Records or Patient Information are to be used for the purposes of:-

4.3.1 research;

4.3.2 disclosure of records for the purposes of an accreditation review;

4.3.3 disclosure of records when responding to a third party request for access.

4.4 ClinCo shall ensure that in the case of Patient Records and Patient Information maintained by ClinCo or any ClinCo Party, it informs the Patient that such Patient Records and Patient Information are the property of TCIG and that TCIG and TCIG Parties may access and use such records at any time for legitimate purposes connected with the provision of healthcare.

5. Financial Records (Specific Requirements)

Each Relevant Provider shall retain and maintain its Financial Records for a period of at least six (6) years after the end of the Project Term in sufficient detail, in appropriate categories and generally in such a manner to enable such Relevant Provider to comply with its obligations under paragraphs 5 and 6.

6. Where a Relevant Provider wishes to dispose of any of its Retained Records which are more than twenty (20) years old from the date of last entry or in respect of which the required period for their retention has expired, then such Relevant Provider shall notify the TCIG Representative in writing and if, within forty (40) Working Days of such notice, the TCIG Representative elects to receive all or any of such Retained Records, then such Relevant Provider shall deliver up such records to the TCIG Representative in the manner and at the location as the TCIG Representative shall reasonably specify, and the costs of retaining such Retained Records in safe storage up to the point of delivering up the same shall be borne by such Relevant Provider.

7. Subject to paragraph 4 of Part 1 of this Schedule 8, for a period of not more than six (6) years following the expiry or earlier termination of this Agreement, each Relevant Provider shall retain in safe storage all of its Retained Records. On the expiry of such period or at the earlier written request of the TCIG Representative, each Relevant Provider shall deliver up all of its Retained Records (or where the Retained Records are required by statute or any Law to remain with such Relevant Provider or a Contracting Associate of such Relevant Provider, copies thereof) to the TCIG Representative in the manner and at the location as the TCIG Representative shall reasonably specify (and once any such Retained Records have been delivered up by each Relevant Provider to the TCIG Representative, such Relevant Provider shall no longer be responsible for the storage of such Retained Records). The TCIG Representative shall make available to each Relevant Provider all the records that such Relevant Provider delivers up pursuant to this paragraph 7 subject to reasonable notice. The costs of retaining those records in safe storage and delivering up the same shall be borne:
  - 7.1 by Infraco and ClinCo where the termination arises as a result of an Infraco Event of Default; or
  - 7.2 by ClinCo where the termination arises as a result of a ClinCo Event of Default; and
  - 7.3 by TCIG on expiry or where the termination arises for any other cause (not being an Infraco Event of Default or a ClinCo Event of Default).

## **Part 2: Retained Records**

1. This Project Agreement, its Schedules and the Project Documents including all amendments to such agreements.
2. All other documents, software or other information expressly referred to in this Agreement.
3. Records relating to the appointment and supersession of the TCIG's Representative and the Provider's Representative.
4. Records relating to any specialist or statutory inspections of the Facilities, including any roadways.
5. All operation and maintenance manuals.
6. Documents relating to events of Force Majeure, Delay Events and Relief Events and the consequences of the same.
7. All formal notices, reports or submissions made to or received from the TCIG Representative or any Board or Committee in connection with the provision of Services, the monitoring of performance or the Unavailability of the Facilities or either of them.
8. All certificates, licences, registrations or warranties related to the provision of the Services.
9. Documents in support of claims for payments in respect of Services.
10. Documents related to referrals to the Dispute Resolution Procedure.
11. Documents related to change in ownership or any interest in any or all of the shares in the Relevant Providers or either of them.
12. Documents relating to the financing arrangements put in place by Infracore for the Project.
13. Records required by Law (including in relation to health and safety matters and health and safety files) and all Consents (including the planning consents in relation to the Facilities).
14. Documents relating to insurance and insurance claims.
15. Information and records relating to the Treatment of Patients including TAP.
16. All other records, notices or certificates required to be produced and/or maintained by the Relevant Providers pursuant to this Agreement or any Project Document.