



Labrador-Grenfell
Health

Oath/Affirmation of Confidentiality (Contractors/Vendors)

This Privacy/Confidentiality Oath/Affirmation encompasses confidential, private, personal and personal health information (herein referred to as “**Information**”) concerning clients, staff and the business of Labrador-Grenfell Health. As a contractor/vendor to Labrador-Grenfell Health, _____ (*print name of company*), its agents, employees, or representatives (collectively the “**Company**”) may be granted access to such information. This access will be gained through appropriate authorization and shall be used only for the purpose for which the access was granted. The Company recognizes that in the provision of goods or services or generally acting during the course of its contract with Labrador-Grenfell Health (the “**Contract**”), the Company may also inadvertently gain access to information. All information must be protected to ensure maintenance of full confidentiality and privacy.

As a contractor/vendor, I _____ (*print name*), an officer or director of the Company, hereby swear (or affirm) on behalf of the Company:

- a) To read in its entirety and understand Labrador-Grenfell Health’s *Privacy and Confidentiality* policy, attached hereto as “*Schedule A,*” and brochure, “*Privacy, Confidentiality and the Personal Health Information Act: Information for Contractors, Vendors and their Employees,*” attached hereto as “*Schedule B,*” both of which include responsibilities regarding the protection of Information obtained during and after the Contract with Labrador-Grenfell Health.
- b) To communicate Labrador-Grenfell Health’s privacy and confidentiality requirements to the Company’s employees, contractors, subcontractors or any other party that the Company may engage to assist in any part of the completion of the Contract and to bind them to comply with the terms of Labrador-Grenfell Health’s Confidentiality policy.
- c) To not at any time divulge to any person(s) within or outside Labrador-Grenfell Health, any Information except as may be required in the course of the duties and responsibilities associated with the Contract, and then, any disclosure of Information will only be the minimal amount required in the particular situation. Further, to acknowledge and agree that any Information obtained during the life of the Contract shall not be divulged upon and following completion of the Contract.
- d) To immediately notify Labrador-Grenfell Health if the Company becomes aware of a breach or possible breach of confidentiality, whether the awareness of the breach is by an officer, director, employee, agent, representative, contractor or subcontractor, or any other party that the Company may engage to assist in any part of the completion of the Contract.
- e) At the expiration of the Contract, to provide documentation of the secure and safe destruction of any information acquired through the Contract, if destruction is required by Labrador-Grenfell Health.

- f) To comply with all obligations and requirements imposed under any applicable privacy laws, which may include the *Personal Health Information Act* SNL2008 c.P-7.01 (PHIA) and the *Access to Information and Protection of Privacy Act* SNL2002 CHAPTER A-1.1 (ATIPPA), as such apply to the collection, use, disclosure, storage, retention and transfer of Information.
- g) In particular, the Company is aware of its obligation to:
- i. comply with the requirements of applicable legislation, which may include the PHIA <http://www.assembly.nl.ca/legislation/sr/statutes/p07-01.htm> to protect the confidentiality of personal health information about individuals and the privacy of the individuals who are the subject of that information;
 - ii. protect the confidentiality of the information that is in the Company's custody or control and the privacy of any individual who is the subject of that Information;
 - iii. provide for the secure storage, retention and disposal of personal health information to minimize the risk of unauthorized access to or disclosure of the personal health information of individuals.
- h) The Company understands that this Oath/Affirmation survives the termination of its Contract with Labrador-Grenfell Health and that the Company, its employees, associates, agents, subcontractors or any other affiliated individual(s) may be fined and/or face civil penalties for any willful breach of the provisions of this Oath/Affirmation.
- i) If the Company have questions or concerns regarding access, disclosure or use of Information, I am responsible for addressing these questions or concerns with the appropriate personnel at Labrador-Grenfell Health.

SWORN to (or AFFIRMED) before me at _____ (town/city), in the _____ (province/state) on this ____ day of _____, 2____.

Company:

Signature of Company Representative

Commissioner of Oaths/Notary Public Signature & Stamp/Seal:

Name

Signature

Contract Number: _____ (Labrador-Grenfell Health Use Only)

LG Health #: P&A-9-020-2
Original: April, 2011
Revised: September, 2014

Schedule A:

Labrador-Grenfell Health policy
Privacy and Confidentiality (P&A-9-010)

Schedule B:

Labrador-Grenfell Health brochure:
*Privacy, Confidentiality and the Personal Health Information Act:
Information for Contractors, Vendors and their Employees*