



Newfoundland and Labrador Health Services OATH/AFFIRMATION OF CONFIDENTIALITY for Contractors/Suppliers

This Oath/Affirmation of Confidentiality is a legal requirement under section 14 of the *Personal Health Information Act*, SNL 2008 c. P-7.01 (“**PHIA**”) and encompasses confidential and/or private, and/or personal information, and/or personal health information concerning patients, clients, residents, staff, and/or the business (the “**Information**”) of Provincial Health Authority, operating as the Newfoundland and Labrador Health Services (“**NL Health Services**”). As a contractor/supplier to NL Health Services, [name of company] _____, its agents, employees, and 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 access was granted. The Company recognizes that in the provision of goods or services or generally acting during the course of its contract with NL Health Services (the “**Contract**”), the Company may also inadvertently gain access to Information. All Information must be protected to ensure maintenance of full confidentiality and privacy.

In consideration of my Contract with NL Health Services, I, _____, an officer or director of the Company, hereby swear or affirm the following on behalf of the Company:

- a) The Company will comply with all obligations imposed under applicable privacy laws, including PHIA and the *Access to Information and Protection of Privacy Act, 2015*, SNL 2016 c. A-1.2 (“**ATIPPA**”) and their respective Regulations as such apply to the collection, use, copying, modification, disclosure, storage, retention, disposition, and transfer of Information (collectively, the “**Privacy Legislation**”).
- b) I have read in its entirety and understand NL Health Services’ policy on Privacy and Confidentiality provided to me by NL Health Services, including responsibilities regarding the protection of Information obtained during the Contract with NL Health Services.
- c) The Company will not at any time divulge to any person(s) within or outside NL Health Services, 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, I acknowledge and agree that any information obtained during the life of the Contract shall not be divulged upon completion of the Contract except as required or permitted by applicable laws.
- d) I will communicate NL Health Services’ Privacy/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 will advise them of their obligation to comply with the terms of NL Health Services’ Privacy/Confidentiality Policy.
- e) The Company will promptly notify NL Health Services 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.



**NL Health
Services**

Newfoundland and Labrador Health Services
**OATH/AFFIRMATION OF CONFIDENTIALITY for
Contractors/Suppliers**

- f) At the expiration of the Contract, documentation of the secure and safe destruction of any Information acquired through the Contract will be provided, if requested by NL Health Services. However, it is acknowledged that the Company may be required to retain, on the terms as outlined in the Contract with NL Health Services for the retention of Information, a copy of the Information only if, and as, required by law or professional standards, subject to advance written notice by Company to NL Health Services of any such requirement, including the timeframe within which the requirement is in place, and provided that such Information does not include any personal information or personal health information, whether or not deidentified or anonymized.
- g) In particular, the Company is aware of its obligation to:
 - (a) Comply with the requirements of the Privacy Legislation and any other applicable law to protect the confidentiality of Information about individuals and the general privacy of the individuals who are subject of that Information;
 - (b) Protect the confidentiality of the Information that is in the custody or control of the NL Health Services and the privacy of any individual who is the subject of that Information, and;
 - (c) Provide for the secure collection, storage, transfer, copying, modification, use and disposal of Information to minimize the risk of unauthorized access to or disclosure of the Information.

Sworn/Affirmed at _____, this _____ day of
_____, 20_____, before me:

Signature of Company

Signature of Commissioner for Oaths/Notary Public

Print Name

Print Name of Commissioner for Oaths/Notary Public

Print Position Title