

Privacy and Confidentiality Requirements for Suppliers

Dear Supplier:

The Ontario government enacted the Personal Health Information Protection Act (PHIPA) on November 1, 2004. PHIPA is a provincial law that governs the collection, use and sharing of personal health information and patients' right to have that information kept private, confidential and secure. Listowel and Wingham Hospitals Alliance (LWHA) is required to comply with PHIPA.

LWHA expects its suppliers to comply with the Supplier Compliance Statement that includes expectations related to privacy and confidentiality. Patient privacy is of paramount importance to us and we recognize that our responsibilities extend to the Suppliers with whom we conduct business.

Please review the following Supplier Compliance Statement

If your firm is compliant with the Supplier Compliance statements below please sign and send back this form.

Supplier Conformance Statements

All Suppliers of equipment and services to LWHA must comply with the following statements:

All Suppliers must:

- 1 Be in compliance with all applicable Privacy laws, including PHIPA.
- 2 Keep current a Privacy policy, which assigns a key contact person for your company for privacy issues, outlines a process for dealing with privacy complaints, and defines a breach management process in the event of inappropriate use of personal health information by their staff and/or subcontractors.
- 3 Upon request, share your privacy policy with LWHA and/or notify LWHA of any changes made to your privacy policy during the term of any contract.
- 4 Educate your employees on privacy laws and policies and take reasonable steps to ensure employee compliance through staff training, confidentiality agreements and employee sanctions. Ensure those employees who resign or are terminated return all information belonging to LWHA and that they are prevented from accessing facilities physically and/or this information electronically.
- 5 Comply with permitted uses of identified or personal health information as specified by contractual agreement and PHIPA and its Regulations.
- 6 Use effective administrative, technological and physical safeguards to protect and secure the information to reduce risk of loss, theft, and unauthorized access. Measures may include antivirus protection software, backup security, encryption software and

the development and maintenance of acceptable business recovery plans.

- 7 Ensure the accuracy of records of personal health information under the Supplier's custody and control as specified by PHIPA and its Regulations.
- 8 Comply with any special requirements that may be required by the contractual agreement related to audits, privacy impact assessments, threat risk assessments.
- 9 Only use and disclose the information LWHA shares or is made available as needed to fulfill the contract, subject to PHIPA.
- 10 Give subcontractors access to personal health information belonging to LWHA only with LWHA prior approval and if the subcontractor agrees to maintain the same privacy and security provisions as outlined in your agreement with LWHA.
- 11 Upon request, provide LWHA reasonable access to inspect your premises, security practices, books and records to ensure you are in compliance with the terms for the Supplier Statement of Compliance and/or PHIPA legislation.
- 12 Notify LWHA promptly and in writing if it becomes aware of a security threat or breach relating to LWHA's information, which includes, but not limited to theft and/or inappropriate use of personal health information.
- 13 Immediately revoke any user's access if security is breached and/or on LWHA request.
- 14 Comply with any stipulated sanctions for breaching the contract, including ending the contract.
- 15 Return or securely destroy, as specified by contractual agreement, all information received or created in performance of the agreement when the contract ends, and where this is not possible, keep the contract's privacy and security measures in place to protect the remaining information.
- 16 Agree that LWHA retain custody and control of all personal health information and cannot be denied access due to late or disputed payment for services.
- 17 In consultation with Area Leadership, ensure any patient-identifying information is removed from medical equipment/device(s), which was brought into the organization for evaluation, or any equipment sent off site for repair, prior to this equipment/device leaving the hospital premises.

Listowel and Wingham Hospitals Alliance reserves the right to:

- 1 Take legal action against Suppliers for violating privacy and confidentiality provisions of the contract and an acknowledgement that LWHA has been irreparably harmed.
- 2 Hold vendor responsible for any and all costs incurred by LWHA due to the supplier's failure to sufficiently protect LWHA's PHIPA related information.
- 3 Terminate the contract, order, or agreement, without penalty, for any breach of privacy or confidentiality of confidential information or serious breach of the terms of these Privacy and Confidentiality Requirements for Suppliers.

When storing or sharing personal health information in electronic format, LWHA requires its Suppliers to provide, upon request:

- 1 An electronic record of all access, use and disclosure of information including time and source of access, and
- 2 A Privacy Impact Assessment and/or a Threat Risk Assessment.

Affiliation with the LWHA: _____
(For example: consultant, vendor, contractor, etc.)

Company Name: _____

Signature of Person Responsible: _____ **Date:** _____