

## NYGH Genetics Laboratory Services Terms & Conditions

### 1 Area of application

- **1.1** All orders made by delivery of samples and accepted by North York General Hospital's ("NYGH") Genetics Laboratory Services ("Genetics Laboratories") will be governed by these General Terms and Conditions (the "Terms and Conditions"). An agreement with these Terms and Conditions comes into being when an order has been placed with NYGH via an official NYGH Genetics Laboratory requisition and accepted by the Genetics Laboratories. An order placed with NYGH Genetics Laboratories is considered accepted when NYGH laboratory personnel receive and accession samples into the NYGH laboratory information system. The sender of the order is hereinafter referred to as the "Client."
- **1.2** These Terms and Conditions supersede and replace all prior verbal or written price quotations and agreements between the parties and, unless specifically indicated otherwise therein, take precedence over all conflicting and inconsistent provisions of subsequent written agreements between the parties. No officer (other than the Director of Clinical Diagnostics or Manager of Genetics Laboratories), employee, agent or subcontractor of NYGH has the authority to alter or waive any of these Terms and Conditions or to make any representation which conflicts with or purports to override any of these Terms and Conditions. No such alteration, waiver or representation of these Terms and Conditions shall be binding upon NYGH, unless it is in writing and signed by the Director of Clinical Diagnostics.
- **1.3** These Terms and Conditions apply to laboratory testing and services performed by NYGH Molecular Genetics, Cytogenetics and Biochemical Genetics laboratories ("Services").

### 2 Placement of Orders

- **2.1** A Client's order will be valid only if it is sent on an approved NYGH Genetics Laboratory requisition found on [www.nygh.on.ca/genetics/labs](http://www.nygh.on.ca/genetics/labs) and authorized by healthcare practitioners with valid, current authority to order laboratory tests within their practice scope in their local jurisdiction (the "Practitioner"). Commercial aspects of the order which are not specifically set out in these Terms and Conditions (including price, estimated turnaround times and the delivery date of final report) must be agreed to at the time of order placement. NYGH is not obligated to start any analytical work unless all required information associated with the order is clear and complete.
- **2.2** Unless specifically accepted in writing and signed by the Director of Clinical Diagnostics or Manager of Genetics Laboratories, any terms proposed or submitted by a customer at any time (including, but not limited to, terms or provisions on the requisition, instructions or other document) which differ from these Terms and Conditions are rejected as a material alteration of these Terms and Conditions and shall be of no force or effect. Furthermore, special terms or conditions of prior orders, including special pricing, will not automatically apply to subsequent orders. Each order accepted by NYGH Genetics Laboratories will be treated as a separate contract between NYGH and the sender.
- **2.3** A request for additional services on samples that have entered the laboratory may postpone the delivery date of the report.

### 3 Scope of Services

- **3.1** NYGH Genetics Laboratories are accredited by Accreditation Canada Diagnostics and licensed by the Ministry of Health in Ontario.

- **3.2** Prices and Services are subject to change. Current test menu and requisitions can be found on NYGH Genetics Laboratories' website. NYGH will endeavour to provide prior notice of any major change to Services to the extent possible.
- **3.3** NYGH Genetics Laboratories provides specimen collection, submission and transportation instructions that can be found on test requisitions. Samples will be accepted by NYGH Genetics Laboratories Monday to Friday from 08:30 to 15:30.
- **3.4** Test orders and specimens must be submitted to NYGH in accordance with NYGH requirements and transported in accordance with appropriate Canadian Federal, provincial or other regulation. Failure to adhere to aforementioned conditions may result in specimen rejection.
- **3.5** NYGH Genetics Laboratories shall endeavour to follow the turnaround times to the best of its ability as recommended by Ontario Health.

#### **4 Fees and Payment**

- **4.1** NYGH Genetics Laboratories makes available to Practitioners a fee schedule for available Services
- **4.2** If initial testing using methods ordered by the Practitioner fails to produce a reportable result, reflex testing may be completed, and subsequent charges will apply. If the Client or Practitioner does not want reflex testing performed, it must be indicated in writing on the requisition.
- **4.3** NYGH shall invoice the Client monthly for tests completed. The Client shall inform NYGH Genetics Laboratories of the current contact information for invoice receipt and will pay the invoice within 30 days of receipt.

#### **5 Test Reports**

- **5.1** Test reports will be delivered to ordering Practitioners, as identified on the requisition, using a secure fax transmission or by mailing a physical copy.

#### **6 Privacy of Personal Health Information**

- **6.1** NYGH Genetics Laboratories and the Client acknowledge that the collection, use, and disclosure of personal health information is regulated and restricted by provincial laws, including the *Personal Health Information Protection Act, 2004* ("PHIPA"). NYGH Genetics Laboratories and the Client are both health information custodians ("HIC") under PHIPA and as such have obligations to protect personal health information ("PHI") as it is defined in PHIPA and the privacy of the individuals to whom it relates. The parties acknowledge that the data to be shared under this agreement includes PHI. NYGH and the Client agree to protect and provide security over shared and transferred data and comply with their respective obligations under provincial legislation including PHIPA.
- **6.2** NYGH Genetics Laboratories and the Client agree that they shall only disclose such data as it is reasonably necessary to meet the purpose of providing health care or assisting in the provision of health care. This disclosure is authorized under PHIPA, including s. 20(2), provided that the individual to whom the data relates has not withheld or withdrawn consent to the disclosure. Where either party is aware that a patient has withheld or withdrawn consent to the collection, use, or disclosure of PHI, as the case may be, it shall notify the other party, and all Authorized Staff thereafter shall not collect, use, or disclose the data, as the case may be, except as required by law.
- **6.3** The collection, use, transfer, retention, and disposition of the laboratory specimens needed for laboratory testing to which these Terms refer, will be done in accordance with each party's established laboratory protocols and in accordance with PHIPA.

- **6.4** NYGH Genetics Laboratories agrees to take reasonable steps to ensure that the data is protected against theft, loss, or the use, disclosure, copying, modification, or disposal in any manner not authorized by these Terms or law.
- **6.5** NYGH Genetics Laboratories and the Client agree to maintain such policies, procedures, and systems as reasonably necessary to protect against unauthorized parties having access to, collecting, using, disclosing, modifying, disposing, copying, stealing, or otherwise committing any other act that could breach or compromise the privacy, availability, accessibility, integrity, structure, format, or content of each other's data.
- **6.6** Data covered under this agreement includes data required on requisitions, pathology reports, relevant patient or family medical history, laboratory test results and data necessary to identify the individuals to whom the laboratory test results relate.

If you have questions, comments or concerns relating to NYGH's privacy practices please contact:

Chief Privacy Officer

Telephone: (416) 756-6448

Email: [privacy@nygh.on.ca](mailto:privacy@nygh.on.ca)

Mail: North York General Hospital, 4001 Leslie Street, Toronto, Ontario M2K 1E1, Attention: Chief Privacy Officer

## **7 Indemnification**

- **7.1** The Client agrees to indemnify and save NYGH harmless from all loss, costs, expense, judgment or damage on account of injury to persons or property, including death in any way caused by the negligence or wrong doing of NYGH, its servants, agents or employees related to or arising out of matters to which these Terms pertain, including all legal expenses and costs incurred by the Client in defending any legal action pertaining to the above.

## **8 Other**

- **8.1** These Terms contain the entire Terms of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of these Terms. These Terms supersede any prior written or oral agreements between the parties.
- **8.2** If any provision of these Terms is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of these Terms is invalid or unenforceable, then such provision will be deemed to be written, construed and enforced as so limited.
- **8.3** These Terms shall be construed in accordance with the laws of the Province of Ontario.
- **8.4** NYGH shall not be liable for any delay or failure in the performance of these Terms if caused by an act of God or any factor beyond the reasonable control and not reasonably foreseeable by such party, or as the result of the failure of a third party to comply with its obligations and responsibilities to provide materials or information as specified within these Terms. In such an event, NYGH shall notify its Clients as soon as possible of such force majeure condition and the estimated duration of such condition.