

REQUEST FOR DISCLOSURE OF PATIENT INFORMATION

(Effective March 20, 2020, this document is to be included with any Authorization for Disclosure of Patient Information sent by St. Mary's General Hospital)

IMPORTANT MESSAGE REGARDING COVID-19

On March 10, 2020, the World Health Organization declared novel coronavirus (COVID-19) a global pandemic. It goes without saying that we have been closely monitoring the developments related to the COVID-19 situation. Health and safety for all is, of course, the top priority and we want to ensure our patients, families, staff, and community are protected during this time of heightened respiratory illness.

As the situation evolves, St. Mary's General Hospital is implementing policies and procedures to keep our community safe and we continue to take precautions and implement required changes during this time. We will continue to closely monitor the situation and the advice of public health officials.

IMPORTANT INFORMATION REGARDING ALL REQUESTS FOR PERSONAL HEALTH INFORMATION AND RECORDS

Effective Immediately: no one is permitted to attend at St. Mary's General Hospital to pick-up personal health records (referred to as "Records" in this document), including all requests made pursuant to the *Personal Health Information Protection Act, 2004* ("PHIPA").

1. A new policy for delivery of any Records that have been requested is temporarily in place until further notice.
2. While we will continue to make every effort to provide the requested Records within the time required under *PHIPA*, St. Mary's is operating in extraordinary times and our resources are strained. As such, with the exception of those individuals that provide satisfactory evidence that access to the requested Records is urgent, this shall serve as notice under *PHIPA*, that the period for delivery of any requested records **may** be extended.
3. Anyone who requests a copy of a patient's Records will be required to complete and sign the Waiver of Liability and Hold Harmless Agreement (attached) acknowledging that they understand the risks associated with the delivery of Records.
4. Anyone who does not want their Records delivered has the **option to wait until such time as they can attend the Hospital in-person to obtain a copy**, and in doing so, acknowledges that the time before they may be permitted to do so is unknown at this time.
5. Notice will **not** be given setting out exactly how long the time period will be before Records are available to be picked up in-person for anyone who does not want their Records delivered. For anyone who chooses to wait to attend the Hospital in-person to obtain a copy of their Records, they will be notified at a future date when they are permitted to attend.

PLEASE INITIAL ACKNOWLEDGING THAT YOU HAVE READ AND UNDERSTAND TERMS #1-5 ABOVE: _____

Effective Immediately: If you choose to have the requested Records delivered, the procedure will be as follows: *(please initial beside each condition below to indicate that you have read and understand the new procedure for delivery of Records):*

1. You must complete the Authorization of Health Records form and include a copy of the photo identification of the individual requesting the Records and include the address where the Records are to be delivered (_____)
2. You must sign the Waiver acknowledging your agreement to have the Records delivered by courier instead of waiting to pick up the Records in-person at a future date (_____)
3. You acknowledge that all Records will be sent in a secure parcel via courier and will need to be signed for by the recipient upon delivery (_____)
4. You acknowledge that given the uncertainty of the COVID-19 pandemic, and despite every effort made to ensure that signature is required upon delivery of the Records, there is the possibility that the courier may leave the Records without signature, and that in doing so, it is beyond the knowledge or control St. Mary's who might access the Records (_____)

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

At St. Mary's General Hospital ("St. Mary's"), the protection and privacy of your personal health information is of utmost importance to us. These are extraordinary times, which have required us put in place this policy so that we can also ensure that we are taking all necessary steps to also protect the health and well-being of our patients, their families, our staff, and the community.

BY SIGNING THIS WAIVER, YOU CONFIRM THE FOLLOWING:

1. You have read and understand the details outlined in this document under the heading **"IMPORTANT INFORMATION REGARDING ALL REQUESTS FOR PERSONAL HEALTH INFORMATION AND RECORDS"**.
2. You confirm that you have completed the "Authorization for Disclosure of Patient Information" form and provided the necessary identification of the patient or authorized person who is requesting personal health records (referred to as "Records"), including all requests made pursuant to the *Personal Health Information Protection Act, 2004* ("PHIPA").
3. You confirm and you understand that you have the option to wait to pick-up your Records at a date in the future but you are electing to have them delivered by courier.
4. You confirm and you understand that the Records will be sent by courier and signature by the patient or the authorized person who has requested the Records will be required upon receipt.
5. You confirm that you understand the risks associated with delivery of the Records which are beyond the control of St. Mary's, including but not limited to:
 - a. The package may be left by the courier without signature;
 - b. The package may be accepted from the courier by someone other than the patient or the authorized person that has requested the Records;

- c. The package may be left by the courier, without signature, and someone other than the Patient or the authorized person may knowingly or unknowingly have access to the Records;
 - d. In extraordinary circumstances, there is the potential risk that the Records may get lost in transit.
6. You VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS THAT MAY BE A RESULT OF THE POTENTIAL DISCLOSURE OF YOUR PERSONAL HEALTH INFORMATION AND RECORDS, whether caused by the NEGLIGENCE OF ST. MARY'S OR OTHERWISE.
 7. You further AGREE TO INDEMNIFY AND HOLD HARMLESS ST. MARY'S, its ADMINISTRATORS, DIRECTORS, STAFF, SERVANTS AND AGENTS, from all actions, causes of action, debts, contracts, proceedings, complaints, claims, demands and rights whatsoever, whether or not known or anticipated, which may result from the delivery and potential disclosure of the Records you have requested.
 8. You further agree that is your EXPRESS INTENTION THAT THE WAIVER AND HOLD HARMLESS AGREEMENT SHALL BIND MEMBERS OF YOUR FAMILY AND SPOUSE (IF ANY), YOUR HEIRS, ASSIGNS AND PERSONAL REPRESENTATIVE, from all actions, causes of action, debts, contracts, proceedings, complaints, claims, demands and rights whatsoever, whether or not known or anticipated, which may result from the delivery of the Records you have requested to be delivered.
 9. You understand that ST. MARY'S, its ADMINISTRATORS, DIRECTORS, STAFF, SERVANTS AND AGENTS are not responsible for any losses associated with the delivery and potential disclosure of the Records you have requested, whether or not those losses have been specifically set out above or are known at this time .

BY SIGNING THIS RELEASE, YOU ACKNOWLEDGE AND REPRESENT THAT:

I have read the foregoing WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT, understand it and sign it voluntarily as my own free act, no oral representations, statements or inducements, apart from what has been set out in the this document has been made.

I confirm that I am at least eighteen (18) years of age and fully competent, and that I am executing the Waiver with full, adequate and complete intention to be bound by it.

I confirm that an email or facsimile copy of this executed Waiver is as valid as the original.

SIGNATURE OF PATIENT OR AUTHORIZED PERSON

DATE (YYYY/MM/DD)

SIGNATURE OF WITNESS

DATE (YYYY/MM/DD)