

DATED THIS \_\_\_ DAY OF \_\_\_\_\_, 201\_

BETWEEN:

**DR.** \_\_\_\_\_

(“The Custodian”)

- and -

\_\_\_\_\_

(“The Recipient”)

DISCLOSURE AGREEMENT

WHEREAS the Custodian is a medical doctor duly licensed to practice medicine in the Province of Alberta by the College of Physicians & Surgeons of Alberta and is a party to an Information Sharing Agreement effective the \_\_\_ day of \_\_\_\_\_, 201\_ governing the sharing of Health Information (as that term is described in Alberta’s *Health Information Act* (“the Act”) amongst physicians practicing as/at \_\_\_\_\_ (“ISA”);

AND WHEREAS Section 35 the Act allows Custodians to disclose Health Information without the consent of the individual who is the subject of the information to certain prescribed individuals or bodies for certain prescribed purposes;

AND WHEREAS the ISA details additional rules and requirements for the disclosure of Health Information for Secondary Purposes;

AND WHEREAS s. 41(1) of the Act requires a custodian that discloses a record containing individually identifying health information to record the name of the person to whom the disclosure is made, the date and purpose of the disclosure and a description of the information disclosed;

AND WHEREAS the Recipient has requested disclosure of Health Information from the Custodian for specific Secondary Purposes;

AND WHEREAS the disclosure of the Health Information requested is not mandated by legislation, Court Order or other authorization;

AND WHEREAS the Custodian wishes to disclose specific Health Information to the Recipient on specified terms and conditions;

IT IS HEREBY AGREED:

1. The general purpose of this Agreement is to record the details, purpose, scope and conditions of a disclosure of Health Information containing individually identifying data, where such disclosure is not mandated by legislation, Court Order, or other such authorization.
2. The Custodian shall disclose to the Recipient the Health Information described in Schedule "A" to this Disclosure Agreement.
3. The Custodian shall use reasonable efforts to ensure the accuracy and completeness of the Health Information prior to its disclosure.
4. The Custodian shall use his/her best efforts to ensure the secure transfer of the Health Information to the Recipient
5. The Recipient shall use the Health Information solely for the purpose(s) described in Schedule "B" to this Disclosure Agreement and in any event in accordance with the provisions of the Act.
6. The Recipient shall not disclose the Health Information to third parties without the express consent of the Custodian except where required by law.
7. Notwithstanding Article 4, the Recipient may publish or distribute results generated from the use of the Health Information without the consent of the Custodian if the Recipient has removed all patient identifier information.
8. The Recipient shall protect the Health Information from unauthorized access, loss or alteration.
9. Unless required to preserve the Health Information in accordance with laws in effect in the Province of Alberta, upon completion of its use of the Health Information, the Recipient shall destroy the Health Information and confirm such destruction to the Custodian, in writing.
10. This Agreement shall be in effect from the date of execution until terminated by one or both of the parties.
11. The Custodian may terminate this Agreement without notice should the Recipient be in breach of its obligations.

12. Either party may terminate this Agreement on 30 days' notice in writing to the other party.
13. Upon termination of this Agreement, on completion of the use of the Health Information by the Recipient, or where otherwise agreed by the Parties, the Health Information disclosed shall be returned to the Custodian.
14. The Custodian shall retain a copy of this Agreement for 10 years after the last disclosure made in accordance with the Agreement.
15. The Recipient shall investigate and remedy any use of the Health Information disclosed that is not in accordance with the purpose, and notify the custodian of the breach and the results of the investigation.
16. This document will be reviewed and signed every three years in alignment to the PCN Business Plan renewal to ensure it remains relevant

SIGNED at the \_\_\_\_\_ of \_\_\_\_\_, in the Province of Alberta.

**Custodian**

**Recipient**

\_\_\_\_\_

\_\_\_\_\_

Dr. \_\_\_\_\_ (Print)

SCHEDULE "A" TO THE DISCLOSURE AGREEMENT DATED THE \_\_\_\_ DAY OF  
\_\_\_\_\_. 201\_

HEALTH INFORMATION TO BE DISCLOSED

[Description of Health Information]

SCHEDULE "B" TO THE DISCLOSURE AGREEMENT DATED THE \_\_\_\_ DAY OF  
\_\_\_\_\_, 201\_

PURPOSE(S) OF DISCLOSURE OF HEALTH INFORMATION

[Description of Purpose(s)]