

---

## Professional Standards Regarding the Management of Medical Records

### Preamble

The purpose of this Standard is to set out the College's requirements regarding the management of patient medical records. With respect to the contents of medical records, physicians are referred to the [Professional Standards and Guidelines Regarding Charting](#).

Whether in paper or electronic form, from the moment a patient record is created, the physician has a responsibility to ensure it is appropriately stored, secured, and maintained.

While physicians own medical records, patients have a right to access their medical records. This right endures after the physician-patient relationship ends, regardless of whether the ending is planned or unexpected.

For the purpose of this Standard, a patient's enduring right to access their own medical record is limited to the length of time when records are required to be retained by their physician.

In addition to the provisions of this Standard, physicians must also comply with all legislative, ethical and regulatory requirements related to medical record-keeping, including the [Personal Health Information Act](#). Physicians are encouraged to seek advice from the [Canadian Medical Protective Association](#) (CMPA) regarding questions of patient record management.

### Professional Standards

#### 1. Access to Medical Records

- a. All physicians, irrespective of practice setting, must take reasonable steps to ensure there is a process in place establishing reasonable and enduring access for patients to their charts.
- b. Physicians in group practices must have agreements in place to ensure the enduring right of patients to access their charts in the event the practice closes or their physician leaves the practice.

A document outlining the use of an Information Sharing Agreement, and template for such an agreement is attached as Schedule “A” to this Standard. It should be adapted for the particular circumstances of the physician’s practice.

## 2. Transfer of Medical Records

When transferring medical records, physicians must:

- a. Transfer copies of medical records in a secure manner, documenting the date and method of transfer in the medical record; and
- b. If charging a fee, ensure the fee is reasonable, reflecting the time and resources required of the physician and staff.

Fulfilling a request for copying and transferring medical records is an uninsured service. Physicians are entitled to charge patients or third parties a fee for obtaining a copy or summary of their medical record. Patients should be made aware in advance of fees. The charge should reflect the cost of the materials used, the time required to prepare the materials, the direct cost of sending the materials and the patient’s ability to pay.

## 3. Retention and Destruction of Records

- a. In the case of minors, physicians must retain medical records for at least ten (10) years from the time the patient reaches the age of majority, which is 19 in Nova Scotia, or the completion of any known proceedings where the records may be relevant, whichever is later.
- b. In the case of patients who are not minors, physicians must retain medical records for at least ten (10) years from either the date of the last entry or the completion of any known proceedings where the records may be relevant, whichever is later.
- c. Physicians must only destroy medical records once their obligation to retain the record has come to an end.
- d. Physicians must destroy medical records in a secure and confidential manner and in such a way that they cannot be reconstructed or retrieved.

## 4. Storage and Security

Physicians must:

- a. Ensure medical records in their custody or control are stored in a safe and secure environment, ensuring their integrity and confidentiality, by:
  - i. taking reasonable steps to protect records from theft, loss and unauthorized access, use or disclosure, including copying, modification or disposal; and

- ii. keeping all medical records in restricted access areas or in locked filing cabinets to protect against unauthorized access, loss of information and damage;
- b. Backing-up electronic records on a routine basis and storing back-up copies in a secure environment separate from where the original data is stored; and
- c. Ensure medical records are readily available and producible when access is required.

## 5. Electronic Records System Requirements

Physicians must:

- a. Use due diligence when selecting an Electronic Medical Record (EMR) system and/or engaging EMR service providers;
- b. Only use EMR systems that:
  - i. ensure appropriate security provisions are in place;
  - ii. provide a means of access to the record of each patient by the patient's name and Nova Scotia health number, where applicable;
  - iii. include a password or otherwise provide reasonable protection against unauthorized access; and
  - iv. maintain an audit trail (a record of who has accessed the electronic record) that:
    - (i) records the date and time of each entry of information for each patient,
    - (ii) indicates any changes in the recorded information,
    - (iii) preserves the original content of the recorded information when changed or updated, and
    - (iv) is capable of being printed separately from the recorded information for each patient;
- c. Automatically back up files and allow the recovery of backed-up files or otherwise provide reasonable protection against loss of, damage to, and inaccessibility of, information.

## Definitions

**Medical Records** means paper-based and electronic medical records as defined in the College's [\*Professional Standards and Guidelines Regarding Charting\*](#).

## Resources

Canadian Medical Protective Association

- [How to Manage Your Medical Records: Retention, access, security, storage, disposal and transfer](#)
- [My patients, my records?](#)
- [Electronic Records Handbook \(PDF\)](#)
- [Who has custody of medical records, and who can they be shared with?](#)

College of Physician and Surgeons of Nova Scotia

- [Professional Standards Regarding Temporarily or Permanently Closing a Medical Practice](#)

Government of Canada

- [The Personal Information and Electronic Documents Act](#)

Government of Nova Scotia

- [Personal Health Information Act](#)
- [Duties of a Custodian \(PHIA\)](#)

## Acknowledgements

The development of this College Standard was informed by the College of Physicians and Surgeons of Ontario's document [Medical Records Management](#) and the College of Physicians and Surgeons of British Columbia's [Practice Standard Medical Records Management](#).

## Document History

Approved by the Council of the College of Physicians and Surgeons of Nova Scotia:

This Standard replaces the Standard entitled *Professional Standard Regarding Medical Records*.

Approximate date of next review:

*Unless otherwise noted, this material is © College of Physicians and Surgeons of Nova Scotia. This material may be reproduced for non-commercial purposes, in whole or in part, provided that credit is given to the College of Physicians and Surgeons of Nova Scotia or other original source identified in this document. Any other use requires permission from the College of Physicians and Surgeons of Nova Scotia.*

## SCHEDULE A

# INFORMATION SHARING AGREEMENT TEMPLATE

---

### Document Purpose and Overview

The College's [Professional Standards Regarding the Management of Medical Records](#) requires physicians in group practices to have an Information Sharing Agreement ("ISA") between the physicians in the group practice.

The attached document provides a template or tool to assist in preparing an ISA for the benefit of physicians sharing patient health information within a Medical Record, either paper based or an Electronic Medical Record (EMR). The template is intended to be customized and adapted to accord with each clinic's individual requirements. **Physicians should obtain legal advice prior to preparing and signing an ISA, to ensure the ISA is accurate for their practising context and consistent with other agreements in place in the group practice.**

This ISA addresses the obligations of Custodians of Personal Health Information by:

- Ensuring that physicians are guided to use or disclose Personal Health Information on firstly an aggregate basis, failing which a de-identified basis, and finally and only if necessary, on an identifying basis, using the minimum amount of information required for the purpose;
- Creating principles governing the use and disclosure of Health Information;
- Referencing the key provisions of the [Personal Health Information Act \("PHIA"\)](#) that govern the use and disclosure of Personal Health Information found in Medical Records;
- Emphasizing the requirement to maintain confidentiality and privacy; and,
- Confirming what happens with Personal Health Information should a physician leave a clinic.

Physicians cannot contract out of any statutory obligations under *PHIA* or any other professional obligation. If there are changes in applicable laws (particularly *PHIA*), physicians should renegotiate the ISA in good faith to comply with any such changes.

As Custodians of Personal Health Information, physicians are responsible for ensuring the privacy, confidentiality and security of their patients' information. This Agreement is one of the tools which will allow physicians to do that.

### Instructions for Use

The instructions below are meant to assist you with making this document your own and to and to fulfill your obligations under the *PHIA*. The document is created in a standard word document and can be edited to address the specific agreement that meets the individual purposes of the Group Practice, as long as such edits do not modify the physicians' obligations under *PHIA*. Legal advice is recommended in customizing this Agreement for your Practice:

- There are **highlighted** sections throughout the document that correspond to the instructions below. Please remove all highlighting as you fill out the relevant section.
- At the top of the first page fill in the effective date of the agreement. Also fill in the description of the practice (legal name) or clinic name.
- Definitions section: please fill out the date of the agreement in Article 2.6.
- All physicians in the clinic must sign the agreement. As additional physicians join the practice, a separate signature page may be inserted for each of them.

**INFORMATION SHARING AGREEMENT  
FOR  
MEDICAL RECORDS EFFECTIVE THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.**

**Between:**

**The Signatory Physicians to this Agreement (individually the “Physician” or collectively the Physicians”), practising at (*insert name of Clinic or Description of Practice Arrangement, and Location*) (the “Clinic”).**

**PREAMBLE:**

- A. The Physicians recognize the benefits of utilizing Medical Records for patient care in the Clinic, the varied relationships the Physicians have amongst themselves, and the Use and Disclosure obligations relating to patients' Personal Health Information under applicable law.
- B. The Physicians' Use and Disclosure of Personal Health Information is governed by the College's [\*Professional Standards Regarding the Management of Medical Records\*](#), and by the [\*Personal Health Information Act \(“PHIA”\)\*](#) which establishes the legislative framework for the collection, Use and Disclosure of Personal Health Information by and to Custodians.
- C. Physicians cannot contract out of any statutory obligations under *PHIA* or any other professional obligation;
- D. If there are changes in applicable laws, the Physicians will renegotiate the ISA to comply with any such changes.
- E. Each of the Physicians in the Clinic is a Custodian of the Personal Health Information in their custody and control and acknowledge that the Use and Disclosure of Personal Health Information must recognize both the right of patients to protect their Personal Health Information and the need for the Physicians as Custodians to Use and Disclose such Personal Health Information to provide, support and manage the health care of patients.
- F. The Physicians in the Clinic wish to clearly describe processes, procedures and rules for the Use and Disclosure of Health Information in their custody and control.

**ARTICLE 1**

**PURPOSE, SCOPE AND AGREEMENT ELEMENTS**

- 1.1 The purpose of this Information Sharing Agreement ("ISA") is to provide the terms upon which the Physicians enable access to, Use and Disclose Personal Health Information with one another and their Agents; and to define and manage the permitted Uses and Disclosure of that Personal Health Information.

- 1.2 The Physicians acknowledge and agree that they are entering into this Agreement on the basis of the *PHIA* and the Principles set forth in Article 3 in this Agreement. The Principles are not intended to alter the plain meaning of the specific terms of this Agreement or the content of the *PHIA*; however, to the extent the terms of this Agreement do not address a particular circumstance or are found to be unclear following a dispute resolution process contemplated in Article 9 of this Agreement, such terms are to be interpreted and construed with reference to the Principles. The provisions of the *PHIA* and the Principles shall be considered and taken into account by the Parties in connection with all decisions, matters of interpretation and dispute resolution arising in the context of this Agreement.

## **ARTICLE 2** **DEFINITIONS**

- 2.1 For the purposes of this Agreement the following capitalized terms shall have the meanings assigned to them below:
- 2.1.1 **"Agent"** has the meaning assigned to this term in *PHIA*, and includes an employee of a Physician or the Clinic;
  - 2.1.2 **"Aggregate Information"** means information presented on a collective rather than individual basis, without attribution to an individually identified Patient;
  - 2.1.3 **"Agreement" or "ISA"** means this Information Sharing Agreement;
  - 2.1.4 **"CPSNS"** means the College of Physicians and Surgeons of Nova Scotia, as constituted pursuant to the *Medical Act, SNS 2011, c. 38*, or its successor legislation;
  - 2.1.5 **"Custodian"** has the meaning assigned to this term in the *PHIA*, and includes the Physicians, other regulated health professionals or a person who operates a group practice of regulated health professionals;
  - 2.1.6 **"De-identified information"** is information that has had all identifiers removed that:
    - 2.1.6.1 identify the individual; or
    - 2.1.6.2 where it is reasonably foreseeable in the circumstances, could be utilized, either alone or with other information, to identify the individual;
  - 2.1.7 **"Disclose"** means, in relation to Personal Health Information in the custody or under the control of a Custodian or a person, to make the information available or to release it to another Custodian or to another person, but does not include to Use the information;
  - 2.1.8 **"Effective Date"** means the \_\_\_ day off \_\_\_\_\_, 202\_;
  - 2.1.9 **"EMR"** means the electronic medical record governed by the terms of this Agreement containing Personal Health Information contributed by the Parties;

- 2.1.10 **"EMR System"** means the software, hardware and communications facilities used by a Party for patient care in an ambulatory or outpatient environment to electronically store EMR's, and to enable each Party to collect, Use and Disclose Personal Health Information embedded in EMR's;
- 2.1.11 **"Identifying Information"** means information that identifies an individual, or where it is reasonably foreseeable in the circumstances, could be utilized, either alone or with other information, to identify an individual;
- 2.1.12 **"PHIA"** means the *Personal Health Information Act*, SNS 2010, c. 41, as amended, as well as regulations passed thereunder;
- 2.1.13 **"Personal Health Information"** has the meaning assigned to this term in the *PHIA*;
- 2.1.14 **"Health Care"** means an observation, examination, assessment, care, service or procedure in relation to an individual that is carried out, provided or undertaken for a health-related purpose as set out in the *PHIA*;
- 2.1.15 **"Medical Records"** means paper-based and electronic medical records as defined in the College's [\*Professional Standards and Guidelines Regarding Charting\*](#);
- 2.1.16 **"Parties"** means the Physicians, and a **"Party"** means a Physician;
- 2.1.17 **"Patient"** means an individual who receives, or is the subject matter of Health Care, and "Patients" means more than one Patient;
- 2.1.18 **"Physician Information"** means information other than Personal Health Information which relates to the identity, demographics, training, background, billing practices or other characteristics of a Physician;
- 2.1.19 **"Standards of Practice"** means the standards published by the CPSNS representing the minimum standards of professional behavior and good practice expected of physicians registered and licensed in Nova Scotia, and such standards that are otherwise inherent in the profession of medicine;
- 2.1.20 **"Use"**, in relation to Personal Health Information in the care or custody of a Custodian or a person, means to handle or deal with the information, but does not include the Disclosure of the information.

**ARTICLE 3**  
**PRINCIPLES**

- 3.1 The relationship between the Parties to this Agreement and the Use and Disclosure of Health Information using processes developed pursuant to this Agreement shall be governed by the *PHIA*, as well as the following principles:
- (a) Patient care, in the context of "sharing" Personal Health Information about a patient that is stored in a Medical Record, will guide the use and disclosure of Personal Health Information and at all times Personal Health Information will be respected as the product of the trusted relationship between a Patient and a Physician.
  - (b) The Patient has not only an inherent interest in the privacy, confidentiality, accuracy and integrity of Personal Health Information relating to them but a Patient has the right, in addition to other rights of a Patient described under the *PHIA*, to (i) seek access to their Medical Record; (ii) request the correction of an error or omission in the record containing Personal Health Information about the Patient, and (iii) request that a Physician limit the access to or disclosure of Personal Health Information relating to that Patient.
  - (c) Physicians as well have an inherent interest in the privacy, confidentiality, accuracy and integrity of Physician Information located in a Medical Record and the right, in addition to other rights relating to such information described under the *PHIA* or other privacy legislation, to request that other Physicians not use or disclose Physician Information except in strict accordance with the terms of this Agreement.
  - (d) Subject to the College's [\*Professional Standards Regarding the Management of Medical Records\*](#) record retention standards, Physicians and Patients have an enduring right to continued access to information located in a Medical Record relating to that Physician or Patient.
  - (e) While there are limited exceptions outlined in *PHIA* (s. 38 - i.e., for the purpose of ensuring quality or standards of care within a quality review program within the custodian's organization), disclosure by one custodian to another without consent of the individual is only permitted if the disclosure is reasonably necessary for the provision of health care to the individual (s. 36), or with the consent of the individual (s. 41).
  - (f) Knowledgeable consent of the individual regarding disclosure of Personal Health Information can only be implied where sharing of an individual's Personal Health Information is reasonably necessary for the health care of the individual, and the individual has not limited or revoked consent to disclose under s. 17 of *PHIA*.
  - (g) A Physician disclosing or using Personal Health Information will utilize technological practices and standards, such as encryption technology, that incorporate reasonable security measures, protect confidentiality and promote ease of use.

- (h) The professional responsibilities of Physicians set forth in the College's [Professional Standards Regarding the Management of Medical Records](#) are acknowledged by the Physicians, and the Physicians shall comply with such Standard, other College Standards, and applicable legislation.
- (i) Personal Health Information shared pursuant to this Agreement will be managed with due diligence and attention, recognizing the potential harm that can arise from the misuse of Personal Health Information.
- (j) Each of the Physicians agrees, and shall ensure, that the Personal Health Information that it makes available for disclosure to and use by the other Parties under this Agreement will be accurate and the Physicians shall not alter, modify or enhance that Personal Health Information except in accordance with this Agreement.

**ARTICLE 4**  
**TERM AND TERMINATION**

- 4.1 This Agreement shall be in force as of the Effective Date as between the Physicians who sign on the Effective Date and shall be in effect for subsequently signing Physicians on the date they sign the Agreement, and shall remain in place unless terminated in accordance with the terms of this Agreement.
- 4.2 The Physicians may terminate this Agreement by mutual agreement.
- 4.3 A Physician's participation in this Agreement shall terminate on the happening of any of the following events:
  - 4.3.1 the departure of the Physician from the Clinic or termination of the Physician's membership or participation in the Clinic;
  - 4.3.2 a material breach of this Agreement by that Physician that is not remedied within 60 days of written notice;
  - 4.3.3 the bankruptcy, dissolution or winding up of the Clinic;
  - 4.3.4 a fundamental change to the status of a Physician brought about by an external cause or source beyond that Physician's control, which prevents that Physician from exercising their rights and performing their obligations under this Agreement; or
  - 4.3.5 such other reason as may be mutually agreed upon by the Physicians, it being agreed that termination of this Agreement with respect to one Physician does not impact the effectiveness of this Agreement for the other Physicians in the Clinic.

4.4 On departure or termination from the Clinic, the Physician shall be entitled to a copy of the Health Information contributed by that Physician to the Medical Record and, shall be entitled to receive the Health Information in a format and at such costs as are mutually agreed upon. (See Appendix A for items to consider when a Physician departs a Clinic or is terminated)

4.4.1 This Article 4.4, and the obligations and duties contained therein, shall survive the termination of this Agreement.

#### **ARTICLE 5** **CONFIDENTIALITY AND PRIVACY**

5.1 The Physicians shall implement administrative, physical and technological safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Personal Health Information collected, Used or Disclosed.

5.2 Before Using or Disclosing Personal Health Information that is in their custody or under their control, each Physician shall make a reasonable effort to ensure that the information is accurate and complete.

5.3 Where appropriate, a Physician or, at their direction an Agent directed by them, may strip, encode or otherwise transform Personal Health Information to create non-identifying information.

#### **ARTICLE 6** **RECORDS MAINTENANCE REQUIREMENTS**

6.1 Notwithstanding any other provision of this Article, a Physician shall retain Personal Health Information as required by the College's [\*Professional Standards Regarding the Management of Medical Records\*](#) and the PHIA.

6.2 This Article, and the obligations and duties contained herein, shall survive the termination of this Agreement.

#### **ARTICLE 7** **COMPLIANCE BY AGENTS**

7.1 The Physicians are responsible for ensuring that their Agents are compliant with the provisions of this Agreement, the College's [\*Professional Standards Regarding the Management of Medical Records\*](#), and with the PHIA. The Physicians will ensure that their Agents sign Confidentiality Agreements respecting their agreement with such compliance.

**ARTICLE 8**  
**USE AND DISCLOSURE OF PERSONAL HEALTH INFORMATION IN MEDICAL RECORDS**

- 8.1 Physicians may Use and Disclose Personal Health Information in Medical Records in their custody or under their control in accordance with the terms of this Agreement and the *PHIA*, subject only to the following exceptions:
- 8.1.1 Where the disclosure of the Personal Health Information, in the reasonable opinion of the Physician, may harm the Patient to whom the Health Information relates;
  - 8.1.2 Where the Patient has limited or revoked the Patient's consent to the Use or Disclosure of Personal Health Information in the custody or control of the Physician in accordance with section 17 of the *PHIA*;
  - 8.1.3 Such other exceptions as set out in subsection 72(1) of the *PHIA*.
- 8.2 Physicians shall Use and Disclose Personal Health Information in accordance with the provisions of the *PHIA*, which require among other things:
- 8.2.1 The Use and Disclosure of Personal Health Information must be limited to the minimum amount of Personal Health information necessary to achieve the purpose for which it is used and disclosed.
  - 8.2.2 The Physician shall limit the Use of Personal Health Information in their custody or under their control to those of their Agents who need to know the information to carry out the purpose for which the information was collected or a purpose authorized by the *PHIA*;
  - 8.2.3 A Physician may Use a Patient's Personal Health Information for:
    - 8.2.3.1 the purpose for which the information was collected or created and for all the functions reasonable necessary for carrying out that purpose;
    - 8.2.3.2 a purpose for which the *PHIA*, another Act of the Province or of the Parliament of Canada permits or requires a person to disclose it to the Physician;
    - 8.2.3.3 educating Agents to provide Health Care.
  - 8.2.4 Express consent is required for the Use of Personal Health Information for fund raising activities or market research or marketing any service for a commercial purpose.
  - 8.2.5 A Physician or Custodian may Use Personal Health Information about an individual without the individual's consent, where authorized under subsection 35(1) of the *PHIA*.

- 8.2.6 A Physician may Disclose Personal Health Information about an individual to another Physician or Custodian involved in the individual's Health Care if the disclosure is reasonably necessary for the provision of health care to the individual. In such circumstance the disclosure shall be limited only to the information that the Physician requires to carry out their duties and responsibilities.
- 8.2.7 A Physician may Disclose Personal Health Information to another Physician or others without consent of the individual in such other circumstances as set out in subsection 38(1) of the *PHIA*. Such disclosure must be documented in accordance with section 42 of *PHIA*.
- 8.3 Where practical, to comply with the requirements in Article 8.2.1 to limit the amount of Personal Health Information when Using or Disclosing Personal Health Information, a Physician shall first Use or Disclose a Patient's Personal Health Information on the basis of Aggregate Information; second on the basis of De-identified Information; and third, on the basis of Identifying Information.

#### **ARTICLE 9** **DISPUTE RESOLUTION**

- 9.1 The Physicians will use all reasonable efforts to resolve any dispute arising out of, or in connection with, this Agreement promptly and in a professional and amicable manner. (Physicians should consider, for example, whether to require mediation or arbitration, and the mechanisms for conducting such processes, and may want to incorporate the specific nature of the dispute resolution process in this section of the Agreement).

#### **ARTICLE 10** **GENERAL**

This Agreement may not be amended except with the agreement of the Physicians, as evidenced in a duly written agreement.

- 10.1 Any dispute, interpretation or application of this Agreement shall be resolved in accordance with the laws of the Province of Nova Scotia.
- 10.2 Each provision of this Agreement shall be severable from every other provision for the purpose of determining the legal enforceability of any other provision unless severance affects the entire intent and purpose of the Agreement.
- 10.3 This Agreement sets forth the complete understanding of the Parties with respect to its subject matter, and supersedes all prior or contemporaneous agreements, written or oral. In the event of a conflict or inconsistency between this Agreement and the provisions of any other agreement between the Parties, the provisions of this Agreement shall prevail.
- 10.4 This Agreement may not be assigned by any Party without the other Parties' express written consent.

**IN WITNESS WHEREOF** each Physician has executed this Agreement effective the Effective Date.

**Physician:** \_\_\_\_\_  
(Print Name)

**Date:** \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

**Physician:** \_\_\_\_\_  
(Print Name)

**Date:** \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

**Physician:** \_\_\_\_\_  
(Print Name)

**Date:** \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

## Appendix A – Leaving the Clinic

1. When a (former) Physician leaves the clinic, they are entitled to a copy (pdf or electronic) of the Information they contributed to the Medical Record.

### Issues to answer/address:

#### Data Migration

- In what format should the information be prepared?
- Who will prepare it?
- Who will pay for the export of data from the current EMR?
- Who will pay for the import of data into new EMR?

#### pdf format

- Who will pay for this and what is the expected cost?
2. Where a Physician does not maintain custody of Medical Records upon departure from the Clinic, that Physician must ensure there is a new Information Sharing Agreement relating to the management of the Medical Records to which they contributed.

### This new ISA should address:

- The Physician(s) who will maintain custody of the Medical Record;
- The party responsible for costs if copies of the Medical Record or extracts of Personal Health information are provided to the former Physician who is a party to the agreement.
  - Costs should be reasonable and consistent with applicable legislation and community standards.
  - The response time for providing the Medical Record or extract should be identified and should be reasonable
- If this clinic dissolves, the former Physician needs to be notified by the Clinic so they can determine how they will gain access to the Medical Record if needed