Authorization for Limited Release of Employment Related Examination to the Norfolk County Retirement System

Releasor/Member Name: _____

Mailing Address: _____

Date of Birth: _____

1. General Authorization & Purpose

I, _____ hereby authorize my employer (or former employer) who may be in possession of my pre-employment physical examination upon entry into such service, or successfully passed physical examination subsequent to the commencement of my employment, in connection with my employment with the _____ to disclose a copy of the report and findings of said physical examination to:

Norfolk County Retirement System
720 University Ave, Suite 120
Norwood, MA 02062

Moreover, this Authorization extends to the physician, medical provider, clinic, hospital, laboratory or other health care provider who conducted the subject physical examination.

The purpose of this Authorization is to permit the Norfolk County Retirement System ("System") to obtain documentation generated during the pre-employment physical examination conducted at the time the Releasor/Member entered applicable service for the administration of any application for accidental disability retirement benefits and/or accidental death benefits on behalf of the Releasor/Member or his/her eligible survivor(s). Specifically, these records will be used to evaluate eligibility for certain presumptions as set forth in G.L. c. 32, §§94, 94A, and 94B.

2. Information Authorized for Disclosure

This Authorization applies only to the Releasor/Member's pre-employment physical examination upon entry into such service, or successfully passed physical examination subsequent to the commencement of employment if no such pre-employment physical is available, including but not limited to:

- Physician's examination report;
- Any and all laboratory or diagnostic tests (including but not limited to blood laboratory tests, blood pressure readings, spirometry, Electrocardiogram, X-rays);
- Medical history taken in connection with the examination;
- Findings and conclusions of the examining physician;
- Any subsequent examination or testing reports generated as a result of the subject physical examination; and,
- Any forms or questionnaires completed by Releasor/Member relative to the pre-employment physical examination.

This Authorization does **NOT** authorize the release of:

- Alcohol/substance abuse records;
- HIV/AIDS test results;
- Genetic Screening test results;
- Mental Health Diagnosis and/or Treatment provided by a Psychiatrist, Psychologist, Mental Health Clinical Nurse Specialist, or Licensed Mental Health Clinician (LMHC);
- Confidential Communications with a Licensed Social Worker;
- Details of Domestic Violence/ Intimate Partner Abuse Counseling; and,
- Details of Sexual Assault Counseling.

3. Voluntary Authorization & Right to Revocation

I understand that this Authorization is voluntary and may be revoked at any time by submitting written notice to the System, unless action by the Norfolk County Retirement Board ("Board") has already occurred in reliance upon this Authorization.

4. Expiration

Unless revoked in writing, this Authorization shall remain in full force and effect.

5. Termination

This Authorization is not impacted, nor shall it terminate by reason of Releasor/Member's subsequent disability or incapacity.

6. Redisclosure by the System

The Releasor/Member acknowledges and agrees that information disclosed pursuant to this Authorization shall be subject to redisclosure by the System as required by Massachusetts General Law and/or the Code of Massachusetts Regulations in the administration of retirement benefits; however, the documentation provided through this Authorization will not be otherwise disclosed or produced without Releasor/Member's express written consent or an order of a state/federal court of competent jurisdiction. The System specifically notes that any responsive documents would, at the very least, be provided to the Public Employee Retirement Administration Commission, Board Members, Board staff, and Board counsel in the normal course of administering and evaluating potential retirement benefits.

7. Waiver & Release

With regard to information disclosed pursuant to this Authorization, the Releasor/Member hereby waives any right of privacy that he/she may have under the authority of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), any amendment or successor to that Act, or any similar state or Federal act, rule or regulation. In addition, Releasor/Member hereby releases any covered entity that acts in reliance on this Authorization from any liability that may accrue from the use or disclosure of my protected

medical information in reliance upon this Authorization and for any actions taken by an Authorized Recipient.

8. Transfer of Documentation

Should the System receive documentation subject to this Authorization and the Releasor/Member subsequently transfers to another retirement system authorized under M.G.L. c. 32, upon a request by such a retirement system, and with consent of the Member/Releasor, the System may provide documentation gained through this Authorization to the requesting retirement system.

9. General Release

In signing this Authorization, the Releasor/Member and his/her heirs, executors, representatives, administrators, successors, and assigns hereby voluntarily release and forever discharge any and all claims, known and unknown, asserted and unasserted, claimed and unclaimed, against the System, current and former members of the Board, current and former Board staff as well as the System's/Board's, insurers, agents, representatives, attorneys, successors, and assigns from any claim relating to the Releasor's/Member's completion and submission of this Authorization and the System's possession of any documentation received or attempted to be received by the System pursuant to this Authorization. Such a release and discharge includes, but is not limited to any acts or omissions involving the loss, misuse, transfer, or misappropriation by the System, Board, and Board staff of any documentation or information contained within said documentation.

10. Severability

The Releasor/Member intends that this Authorization conform to United States and Massachusetts law. Should any provision of this Authorization be invalidated for whatever reason, the remaining provisions shall nonetheless remain in full force and effect.

11. Acknowledgments

The Releasor/Member acknowledges that he/she has the right to receive a copy of this Authorization, as well as any physical examination records produced therefrom. The Releasor/Member further acknowledges that by executing this Authorization, he/she remains responsible for producing the physical examination records should they be needed for future benefit applications even if they were previously provided to the System. The Releasor/Member further acknowledges that by executing this Authorization, it in no way guarantees the approval of any future retirement and/or death benefit.

Signature of Releasor/Member: _____

Printed Name: _____