



Jay B Krasner, MD, FACP

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Acknowledgement Of Records Receipt

I, the undersigned, do hereby acknowledge the following:

On this day, _____, I, _____ or an authorized

representative on my behalf, _____

have taken receipt of the original physical medical records concerning medical care rendered to me by Dr. Krasner that are in his possession. In consideration of said receipt, the undersigned parties agree to the following:

Jay B. Krasner, MD, or his authorized representative duly warrants that the materials provided constitute the entirety of the physical medical record concerning the medical care rendered to me by Dr. Krasner and any such records in his possession created by other providers.

I hereby agree to accept physical custody of said medical record and maintain it in conformance with all applicable federal, state and local regulations; including but not limited to Massachusetts General Laws Chapters 111 §70 and 112 §12CC, Code of Massachusetts Regulations 243 CMR 2.07 (13); and all pre-existing contractual arrangements made by Dr. Krasner concerning availability of the medical record, for a minimum of seven (7) years.

I shall permit said medical record to be inspected by any person or entity entitled to do so in conformance with those regulations; or provide a copy for such inspection for a reasonable fee.

I agree to indemnify, defend and hold harmless Dr. Krasner, and all his agents and employees, from and against any and all claims, demands, losses, liabilities, actions, lawsuits and other proceedings, judgments and awards, and costs and expenses (including court costs and reasonable attorneys' and consultancy fees) arising directly or indirectly, in whole or in part, out of any breach by me of this Agreement or any acts or omissions by me in my performance of this Agreement, including, but not limited to, loss, physical damage, destruction, tampering with, spoliation or unavailability of said medical record; or access to the contents of the medical record by an unauthorized party, including negligence on my part arising from or related to any of my acts or omissions to the extent that such is not paid or covered by the proceeds of insurance. I shall immediately notify Dr. Krasner of any lawsuits, actions or threats thereof against myself, Dr. Krasner, or any agent or employee thereof that may become known to me.

This Agreement shall be binding upon and inures to the benefit of the parties, their respective heirs, executors, successors, administrators and assigns. I will require any such person or entity to whom physical custody of

the medical record is transferred, to expressly assume and agree to perform this Agreement in the same manner and to the same extent that I would be required to perform it if no such succession had taken place.

This Agreement, executed in multiple counterparts, shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, is to take effect as a sealed instrument, sets forth the entire Agreement between the parties, is binding upon and inures to the benefit of the parties hereto and to their respective heirs, executors, successors, administrators and assigns, and may be cancelled, modified or amended only by a written instrument executed by both myself and Dr. Krasner. This Agreement is not conditional or contingent in any manner except as herein provided.

IN WITNESS WHEREOF, the parties hereto, having read this Agreement and understanding its contents fully, intending to be legally bound hereby, approve this Agreement and hereunder set their hands and seals.

PATIENT/REPRESENTATIVE

Witness as to or representative of PATIENT

PHYSICIAN/REPRESENTATIVE

Witness as to or representative of PHYSICIAN