

# Agreement for Facsimile Transmission of Psychiatric Records

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\_\_\_\_\_ (“Hospital”) a California corporation and  
(Name of Hospital)

\_\_\_\_\_ (“Company”) agree as follows:  
(Name of Third Party Payer)

## Recitals

- a. WHEREAS Hospital is the owner and operator of a health care facility located at \_\_\_\_\_, California, which provides psychiatric services to patients; and
- b. WHEREAS Company is a third party payer which reimburses Hospital for services to patients who are beneficiaries under Company’s third party payment plan; and
- c. WHEREAS Company may require immediate access to treatment records (other than psychotherapy notes as defined in 45 C.F.R. Section 164.501) of its beneficiaries to determine eligibility for payment, which records are confidential under applicable state and/or federal laws.

## Agreement

NOW, THEREFORE, the parties hereto desire to enter into this Agreement in order to provide a full statement of their respective responsibilities in connection with the provision of confidential patient information by Hospital to Company.

## Article I

### Facsimile Transmission of Medical Records

- a. **Requests by Company.** In situations where Company reasonably believes that it requires immediate access to patient records (other than psychotherapy notes as defined in 45 C.F.R. Section 164.501) for purposes of determining eligibility for payment for a beneficiary, it shall make a written request by facsimile transmission for such records. The request shall identify the patient/beneficiary, the records sought, and represent that the request is made for the sole purpose of determining payment eligibility for the patient care services being provided at Hospital. The request shall be signed by a representative designated in Exhibit A as authorized to make such requests. The request shall be sent to Hospital at its facsimile receiving number, which is (fax number) \_\_\_\_\_.
- b. **Response by Hospital.** Upon receipt of a request covered by Article I.a, Hospital will provide the requested records by facsimile transmission to Company’s facsimile receiving number which is (fax number) \_\_\_\_\_. When Hospital believes it advisable to do so, Hospital reserves the right to require written authorization from the patient or other legally responsible person prior to release of records or information to Company.

## **Article II**

### **Representations by Company**

Company represents that it will use the facsimile transmission process authorized by this Agreement only as reasonably necessary for the rapid determination of payment eligibility for its beneficiaries receiving services at Hospital. Company further represents that it will safeguard the confidentiality of the patient records it receives and will not further use or release such records except as authorized under Welfare and Institutions Code Section 5328, 45 C.F.R. parts 160 and 164 and other laws, as applicable.

## **Article III**

### **Indemnification**

Company agrees to indemnify and hold harmless Hospital, its employees, officers, agents and contractors from any and all liability, including attorneys' fees and costs of defense, which may arise from the transmission, use or release of patient psychiatric records transmitted to Company pursuant to this Agreement.

## **Article IV**

### **Payment**

Company agrees to reimburse Hospital for the costs of each facsimile transmission it requests in the amount of \_\_\_\_\_ per page. Payment shall be made by Company within thirty (30) days of its receipt of Hospital's statement for such costs.

**Article V**

**General Provisions**

- a. **Notice.** Written notice required under this agreement shall be delivered personally or sent by United States registered or certified mail, postage prepaid and return receipt requested, and addressed or delivered to the parties at the following addresses (or such other address as may hereafter be designated by a party by written notice thereof to the other party):

Company: \_\_\_\_\_

Hospital: \_\_\_\_\_

If personally delivered, such notice shall be effective upon delivery, and if mailed as provided for above, such notice shall be effective three (3) business days after the date of mailing.

- b. **Independent Contractor.** In the performance of the duties and obligations devolving under this Agreement, it is mutually understood and agreed that Company is at all times acting and performing as an independent contractor, and that nothing in this Agreement is intended nor shall be construed to create a joint venture relationship between Company and Hospital.
- c. **Governing Law.** The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.
- d. **Entire Agreement.** This Agreement contains a full and complete expression of the rights and obligations of the parties and it shall supersede all other agreements, written or oral, heretofore made by the parties. This Agreement may be modified only in writing, signed by the parties hereto.

Date: \_\_\_\_\_ Time: \_\_\_\_\_ AM / PM

Signature: \_\_\_\_\_  
(hospital representative)

By: \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_ AM / PM

Signature: \_\_\_\_\_  
(third-party payer)

By: \_\_\_\_\_

