



MUTUAL AGREEMENT TO MAINTAIN PRIVACY

Dr.s Weiland, Rodricks and Wong and East Coast Orthopaedics & Sports Medicine (“Physician”) agree to maintain the privacy of _____ (“Patient”) as outlined in the HIPAA form. The Physician takes pride in being able to extend a greater degree of privacy than is required by HIPAA, state confidentiality mandates, and common law.

Federal and State privacy laws are complex. Unfortunately, some medical offices try to find loopholes around these laws. For example, HIPAA forbids physicians from receiving money for selling lists of patients or protected health information (PHI) to companies to market their products or services directly to the patients without their authorization. Some medical practices, though, can lawfully circumvent this limitation by having a third party perform the marketing. While personal data is never technically in possession of the company selling its products or services, the patient can still be targeted with unwanted marketing information. Physician believes this is improper and may not be in his patients’ best interest. Accordingly, Physician agrees not to be paid for selling patient lists or PHI to any party for the purpose of marketing directly to his patients. Regardless of legal privacy loopholes, Physician will never attempt to leverage his relationship with Patient by seeking Patient’s consent for marketing products for others.

In consideration for treatment and the above noted patient protection, Patient agrees to refrain from directly or indirectly publishing or airing commentary regarding Physician and his practice, expertise and/or treatment. Physician has invested significant financial and/or marketing resources in developing his practice. Published comments on web pages, blogs, and/or mass correspondence could severely damage Physician’s practice. Physician has the right to equitable relief to prevent the initiation or continuation of publishing or airing of commentary regarding his practice, expertise and/or treatment.

Physician feels strongly about his patients’ privacy as well as his practices’ right to control its public image and privacy. Both Physician and Patient will work to prevent the publishing or airing of commentary about the other party from being accessed via web pages, blogs, or other electronic, print, or broadcast media without prior written consent. Finally, this Agreement shall be in force and enforceable for a period of five (5) years from Physician’s last date of service to Patient.

Patient has been given the opportunity to ask questions and receive adequate explanations to his/her satisfaction.

So agreed this _____ day of _____, 20_____.

Patient Printed Name

Patient/Guardian Signature (required)

