

**MUTUAL AGREEMENT TO MAINTAIN PRIVACY**

**Dr. Vipul R. Dev, M.D./Narayanan M. Nair, M.D.** and **California Institute of Cosmetic & Reconstructive Surgery** (collectively labeled “Physician”) agree to maintain Privacy of (“Patient”) as outlined in the HIPPA form. The Physician takes pride in being able to extend a greater degree of privacy than is required by HIPPA, 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, HIPPA forbids physicians from receiving money for selling lists of patients or protected health information to companies to market their products or services directly to patients without 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 the possession of the company selling the products or services, the patient can still be targeted with unwanted marketing information. Physician believes this is improper and may not be in the patient’s best interest. Accordingly, the Physician agrees not to provide any list for marketing or be paid for selling patient lists or protected health information to any party for marketing directly to patients. Regardless of legal privacy loopholes, the Physician will never attempt to leverage its 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 upon physician and his practice, expertise and/or treatment unless explicitly mandated by law. Publishing is intended to include attribution by name, by pseudonym, or anonymously. Physician has invested significant financial and marketing resources in upon the physician; and (ii) will use all reasonable efforts to prevent any member of their immediate family or acquaintance from engaging in any such activity. Published comments on web pages, blogs, and/or mass correspondence, however well intended, could severely damage Physician’s practice.

Physician feels strongly about patient’s privacy as well as the 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 internet, 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 years from Physician’s last date of service to patient. *As a matter of office policy, (physician is requiring all) patients in its practice sign the mutual agreement to maintain privacy so as to establish that any anonymous or pseudonymous publishing or airing of commentary will be covered by this agreement for all Physicians’ patients.* Further, this Agreement will survive for a minimum of three years beyond any termination of the Physician- Patient relation

Patient and Physician acknowledge that breach of this Agreement may result in serious, irreparable harm. In addition to compensation for consequences damage, patient and Physician agree to the right of equitable relief (including but not limited to injunctive relief). Should a breach of this Agreement result in litigation, prevailing party in the litigation shall be entitled to responsible costs, expenses, and attorney fees associated with litigation.

Patient has been given the opportunity to ask questions and receive satisfactory and adequate explanations.

So, Agreed this Day \_\_\_\_\_ of \_\_\_\_\_, 20\_\_.

(Patient Signature)

**Vipul R. Dev, M.D./Narayanan M. Nair, M.D.** and **California Institute of Cosmetic and Reconstructive Surgery**

---

Physician

---

Effective Treatment Date