



## MUTUAL AGREEMENT TO MAINTAIN PRIVACY

The Dentists at Gateway Dental and the patient listed below agree to maintain Privacy of the patient as outlined in the HIPAA form. The Dentists take 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 dental offices try to find loopholes around these laws. For example, HIPAA forbids dentists from receiving money for selling lists of patients or protected health information to companies to market their products or services directly to the patients without authorization. Some dental 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 its products or services, the patient can still be targeted with unwanted marketing information. Gateway Dental believes this is improper and may not be in the patients' best interest. Accordingly, the Dentists agree not to provide any list to an outside company for marketing anything other than our office or be paid for selling patient lists or protected health information to any party for the purpose of marketing directly. Regardless of legal privacy loopholes, Gateway Dental will never attempt to leverage its relationship with patient by seeking patients' consent for marketing products for other companies. In consideration for treatment and the above noted patient protection, Patient agrees to refrain from directly or indirectly publishing or airing commentary upon Gateway Dental or the dentists; expertise and/or treatment – the sole exceptions being communication to a confidential dental-peer review body: to another healthcare provider: to a licensed attorney: to a governmental agency: in the context of a legal proceeding; or unless mandated by law. Publishing is intended to include attribution by name, by pseudonym or anonymously. If Patient does prepare commentary for publication about Gateway Dental and/or our dentists or employees, the Patient exclusively assigns all Intellectual Property rights, including copyrights, to Gateway Dental for any written, pictorial, and/or electronic commentary. This assignment is in further consideration for additional privacy protections provided by Gateway Dental. This assignment shall be operative and effective at the time of creation (prior to publication) of the commentary. Gateway Dental has invested significant financial and marketing resources in developing the practice. In addition, Patient will not denigrate, defame, disparage, or cast aspersions upon Gateway Dental or its dentists. Patient will use all reasonable efforts to prevent any member of their immediate family or acquaintance from engaging in such activity. Published comments on web pages, blogs, and/or mass correspondence, however well intended, could severely damage the practice. Our Dentists feel strongly about Patients' privacy as well as the practices' right to control its public image and *privacy. Both Dentists and Patients 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 (and fully survive) for a period of the longer of (a) five years from Dentists last date of service to the patient or (b) three years beyond any termination of the dentist-patient relationship. As a matter of office policy, Dentists are requiring all patients in the practice to 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 patients.

Patient and Dentists acknowledge that breach of this Agreement may result in serious, irreparable harm. In addition to compensation for consequential damages, patient and Dentists agree to the right of equitable relief (including but not limited to injunctive relief). Should a breach of this Agreement result in litigation, the prevailing party in the litigation shall be entitled to reasonable costs, expenses, and attorney fees associated with the litigation. Patient has been given the opportunity to ask questions and receive satisfactory and adequate explanations.

Patient or Guardian Signature \_\_\_\_\_ date \_\_\_\_\_

Witness Signature \_\_\_\_\_ date \_\_\_\_\_

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