

**MUTUAL AGREEMENT ABOUT PROTECTION OF PRIVACY  
AND PROFESSIONAL REPUTATION**

Dr. John G. Looney and Duke Medical Center agree to provide treatment to:  
\_\_\_\_\_ (“Patient”). Dr. Looney takes pride in being able to extend a greater degree of privacy than is required by law.

Federal and State privacy laws are complex. Unfortunately, some medical offices try to find loopholes around these laws. For example, physicians are forbidden by law from receiving money for selling lists of patients or medical 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 its products or services, the patient can still be targeted with unwanted marketing information. Dr. Looney believes this is improper and may not be in the patients’ best interest. Accordingly, Dr. Looney agrees not to provide medical information for the purpose of marketing directly to Patient. Regardless of legal privacy loopholes, Dr. Looney will never attempt to leverage its relationship with Patient by seeking Patient’s consent for marketing products for others.

Most medical centers such as Duke put all information about a patient in an electronic medical record. An electronic record provides for increased safety in cases when another physician would need my record in an emergency. The disadvantage to me is that sensitive psychiatric information stays in a database indefinitely. By signing below, I indicate that I value privacy more than the safety of the electronic record. I have asked Dr. Looney only to place information in an electronic record that is necessary for basic billing and administrative record-keeping.

We want your feedback. If our office gets it right, tell us. If we could do something better, tell us. We take quality improvement seriously. While there are scores of “rating sites” in cyberspace, many fail to provide useful information. Let’s get it done right. We can make recommendations as to which sites follow minimum standards for fairness and balance. Just ask us.

Dr. Looney has invested significant financial and marketing resources in developing the practice. Nothing in this Agreement prevents a patient from posting commentary about Dr. Looney - his practice, expertise, and/or treatment - on web pages, blogs, and/or mass correspondence. In consideration for treatment and the above noted patient protection, if Patient prepares such commentary for publication on web pages, blogs, and/or mass correspondence about Dr. Looney, the Patient exclusively assigns all Intellectual Property rights, including copyrights, to Dr. Looney for any written, pictorial, and/or electronic commentary. This assignment shall be operative and effective at the time of creation (prior to publication) of the commentary.

This Agreement shall be in force and enforceable for a period of five years from Dr. Looney’s last date of service to Patient. As a matter of office policy, Dr. Looney is requiring all patients in its practice sign the Mutual Agreement so as to establish that any anonymous or pseudonymous publishing or airing of commentary will be covered by this agreement for all Dr. Looney’s patients. Further, this Agreement will survive for a minimum of three years beyond any termination of the Physician-Patient relationship.

Patient and Dr. Looney acknowledge that breach of this Agreement may result in serious, irreparable harm. Patient and Dr. Looney 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.

SO AGREED THIS \_\_\_\_DAY OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_ Patient

\_\_\_\_\_ Dr. John Looney and Duke Medical Center