



Dr. John A. Kotis
Board Certified Plastic Surgeon

The Center for Cosmetic & Reconstructive Surgery
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MUTUAL AGREEMENT

Dr. _____ agree to provide treatment to: _____ (“Patient”)
The Physician takes pride in being able to extend a greater degree of privacy than is required by law.

Nothing in the form prevents Patient from speaking privately about his or her care to another physician, a family member, or a friend. Indeed, the patient can speak to any third party; however, should the information be intended to be released into the public domain, written pre-authorization is required from our office. That’s it. The language, then balances the legitimate rights of Patient with Physician.

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 it’s products or services, the patient can still be targeted with unwanted marketing information. Physician believes this is improper and may not be in the patients’ best interest. Accordingly, Physician agrees not to provide medical information for the purpose of marketing directly to the patient. Regardless of legal privacy loopholes, Physician will never attempt to leverage it’s 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- the sole exceptions being communication to a confidential medical-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 physician, the Patient exclusively assigns all Intellectual Property Rights, including copyrights, to Physician 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. Physician has invested significant financial marketing resources in developing the practice. Published comments on web pages, blogs, and/or mass correspondence, however well intended, could severely damage the Physician’s practice.

Physician feels strongly about the practices’ rights to control its public image. 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. Patient will use all reasonable efforts to prevent any member of their immediate family or acquaintance from engaging in any such activity. 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 us 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 Physician’s patients. Further, this Agreement will survive for a minimum of three years beyond any termination of the Physician-Patient relationship.

Patient and Physician acknowledge that breach this Agreement may result in serious, irreparable harm. In addition to compensation for consequential damages, 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, 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 Signature Date:

Physician Signature Date: