



DARYL K. HOFFMAN MD  
PLASTIC SURGERY

## **Acknowledgement of Receipt of Notice of Privacy Practices**

***Chief Privacy Officer***

*Jeanette Ross*

*(408) 292-1118*

*(650)325-1118*

It is Daryl K. Hoffman, M.D. Inc.'s policy that treatment NEVER be conditioned on the signing of this acknowledgement of receipt of Notice of Privacy Practices. In addition, no retaliatory action will be tolerated from staff in response to a patient's decision not to sign this acknowledgement.

By signing this document, I acknowledge that I have received a copy of Daryl K. Hoffman, M/D., Inc.'s Notice Privacy Practice.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Print Name \_\_\_\_\_

If not signed by patient, please indicate relationship:

Parent or guardian of minor patient

Personal representative of an incompetent patient



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## MUTUAL AGREEMENT TO MAINTAIN PRIVACY

**Daryl K. Hoffman, MD** Collectively referred to "*Physician*" agrees to maintain privacy as outlined in the Privacy Practices form per HIPPA guidelines of:

\_\_\_\_\_ referred to as "*Patient*"  
*Patient Name*

Furthermore, 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 Sate 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 Medical practices 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. *Physician* believes this is improper and may not be in the patients' best interest. Accordingly, *Physician* agrees not to provide any list for marketing or be paid for selling patient lists or protected health information to any party for the purpose of marketing directly to patients. Regardless of legal privacy loopholes, *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 developing the practice. In addition, *Patient* will not denigrate, defame, disparage, or cast aspersions upon the *Physician*; and will use all reasonable efforts to prevent any member of their immediate family or acquaintances 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 *Patients'* 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 (and fully survive) until terminated by both parties. As a matter of office policy, *Physician* is requiring all patients in its practice to sign the **Mutual Agreement to Maintain Privacy** statement 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.

*Patient* and *Physician* acknowledge that breach of 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.

By signing, the *Patient* acknowledges, that he/she has been given the opportunity to ask questions and receive satisfactory and adequate explanations.

SO AGREED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012; CITY OF LOS GATOS, COUNTY OF SANTA CLARA.

PATIENT \_\_\_\_\_ WITNESS/PHYSICIAN STAFF \_\_\_\_\_