

MARK VINCENT SOFONIO, M.D., F.A.C.S.

BOARD CERTIFIED PLASTIC AND RECONSTRUCTIVE SURGEON

Eisenhower Medical Center * 39000 Bob Hope Drive, Kiewit Building, Suite 407* Rancho Mirage, CA 92270
760-341-5555 Office 760-341-8054 Fax

MUTUAL AGREEMENT

Dr. Sofonio (and Mark V. Sofonio, M.D., Inc.) agrees to provide treatment to:

_____ (Patient).

Dr. Sofonio 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. Sofonio believes this is improper and may not be in patient's best interest. Accordingly, Dr. Sofonio agrees not to provide medical information for the purpose of marketing directly to the Patient. Regardless of legal privacy loopholes, Dr. Sofonio will never attempt to leverage his relationship with the Patient by seeking the Patient's consent for marketing products for others.

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. Sofonio has invested significant financial and marketing resources in developing the practice. Nothing in this Agreement prevents a patient from posting commentary about Dr. Sofonio – 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 the Patient prepares such commentary, for publication on web pages, blogs, and/or mass correspondence about Dr. Sofonio, then the Patient exclusively assigns all intellectual property rights including copyrights to Dr. Sofonio 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. Sofonio's last date of service to the Patient. As a matter of office policy, Dr. Sofonio is requiring all patients in his practice to 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 of Dr. Sofonio's patients. Further this agreement will survive for a minimum of three years beyond any termination of the Physician-Patient relationship.

The Patient and Dr. Sofonio acknowledge that breach of this Agreement may result in serious, irreparable harm. The Patient and Dr. Sofonio 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 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 _____, 2018

(PATIENT)