

**PLEASE READ CAREFULLY**  
**AGREEMENT AS TO RESOLUTION OF CONCERNS AND TO  
MAINTAIN MUTUAL PRIVACY**

A. "I", "Patient/Guardian" shall be understood to mean \_\_\_\_\_.  
"Physician" shall be understood to mean Tania N. Morgan, MD, MPH, Inc., Tania N Morgan, MD, MPH and Chris Cope, MSN, FNP.

I understand that I am entering into a contractual relationship with the physician for professional care. I further understand that meritless and frivolous claims for medical malpractice have an adverse effect upon the cost and availability of medical care to patients and may result in irreparable harm to a medical provider. As additional consideration for professional care provided to me by the physician, I, the Patient/Guardian, agree not to initiate or advance, directly or indirectly, any meritless or frivolous claims of medical malpractice against the Physician.

Should I, initiate or pursue a meritorious medical malpractice claim against Physician, I agree to use as expert witnesses (with respect to issues concerning the standard of care), only physicians who are board certified in the same specialty as the Physician. Further, I agree that these physicians retained by me or on my behalf to be expert witnesses will be members in good standing of the American College of Obstetrics and Gynecology and American College of Nurse-Midwives.

I agree the expert will be obligated to adhere to the guidelines or code of conduct defined by the ACOG and ACNM

I agree to require any attorney I hire and any physician hired by me or on my behalf as an expert witness to agree to these provisions.

In further consideration, Physician also agrees to exactly the same above-referenced stipulations.

Each party agrees that a conclusion by a specialty society affording due process to an expert will be treated as supporting or refuting evidence of a frivolous or meritless claim.

Patient/guardian and physician agree that this Agreement is binding upon them individually and their respective successors, assigns, representatives, personal representatives, spouses and other dependents.

Physician and patient/guardian agree that these provisions apply to any claim for medical malpractice whether based on a theory of contract, negligence, battery or any other theory of recovery.

B Tania N. Morgan, MD, MPH, Inc., Tania N Morgan, MD, MPH, Chris Cope, MSN, FNP. Agree to maintain Privacy of \_\_\_\_\_ as outlined in the HIPAA form (and *Photography Limited License Form, if applicable*). The Physician takes 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 medical offices try to find loopholes around these laws. For example, HIPAA 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. 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. Physician believes this is improper and may not be in his patients' best interest. Accordingly, Physician agrees not to be paid for selling patient lists or protected health information to any party for the purpose of marketing directly to his patients. Regardless of legal privacy loopholes, Physician will never attempt to leverage his 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 from publishing or airing commentary upon Physician and his practice, expertise and/or treatment. Physician has invested significant financial and marketing resources in developing his practice. Published comments on web pages, blogs, and/or mass correspondence could severely damage Physician's practice. Physician has the right to equitable relief to prevent the initiation or continuation of publishing or airing of commentary upon his practice, expertise and/or treatment.

Physician feels strongly about his patients' privacy as well as his 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 for a period of five years from Physician's last date of service to Patient.

Patient/guardian acknowledges that he/she has been given ample opportunity to read this agreement and to ask questions about it.

\_\_\_\_\_  
Physician

\_\_\_\_\_  
Patient/Guardian

\_\_\_\_\_  
Effective from Date of Treatment:

\_\_\_\_\_  
Date of Signature