



## SOUTHERN SURGICAL ARTS

*The Art of Beauty*

Dear Patient,

Welcome to Southern Surgical Arts (SSA), the cosmetic surgery practice of three Board-Certified Cosmetic Surgeons, Chad Deal, MD, Vince Gardner, MD and Carey Nease, MD. This packet is meant to inform you of the cosmetic services, both surgical and non-surgical, offered at Southern Surgical Arts. We hope to guide you through the beginning stages of becoming a new patient of our providers. It also contains information about our two locations, the appointment and treatment process, as well as general financial information about our practice.

Our staff will be with you all the way: sharing our surgical and aesthetic procedure skills, as well as genuine concern about you and your experience. For a successful outcome, we will need to form a mutually responsible partnership. Your responsibility in the partnership starts with trusting us with your personal concerns and confidential health information. Then, understanding that your outcome depends as much on your participation during the healing process as it does on the skill of the surgeon, nurses, aestheticians and other clinical staff members. We expect your cooperation and participation both before and after your procedure or service.

Please feel free to ask our patient coordinators, nurses or aestheticians any questions or discuss any concerns you may have at this time. It is very important to us and to you that your questions are answered fully before you undergo any surgical or non-surgical procedure. This information has been prepared especially for you, and we hope you will read it carefully. As we form a relationship, we want you not only to be informed, but also to feel secure in your decision.

We appreciate your confidence, and look forward to meeting with you.

Sincerely,

Chad Deal, MD,  
Vincent Gardner, MD  
Carey Nease, MD and Staff

## SERVICES

### **COSMETIC SURGERY**

Dr. Deal, Dr. Gardner and Dr. Nease specialize in an artistic approach to cosmetic surgery, with the latest laser technology, minimal downtime, minimal scarring, and naturally beautiful results. Our surgeons' passion for delivering extraordinary service and personal attention along with their experience, skill, technology and artistry is the reason our surgeons are selected as Best of the Best in Chattanooga, TN and North Georgia year after year.

#### Procedures Offered:

##### *Body*

- ☐ Breast augmentation & lift
- ☐ Tummy tuck
- ☐ Liposuction, Smartlipo<sup>®</sup>, VASERlipo<sup>®</sup>
- ☐ Mommy Makeover
- ☐ Brazilian Butt Lift
- ☐ Vaginal rejuvenation
- ☐ Male breast reduction
- ☐ Male abdominal sculpting
- ☐ Cellulite reduction

##### *Face*

- ☐ Laser face & neck lift
- ☐ Eyelid & brow lift
- ☐ Nose reshaping
- ☐ Chin and cheek implants
- ☐ Lip augmentation
- ☐ Fat transfer
- ☐ Resurfacing lasers

### **MEDICAL SPA SERVICES**

Southern Surgical Arts is known as being a leader among cosmetic surgery practices when it comes to non-surgical, medical spa, injectables, facials and skin care services. At Southern Surgical Arts, we partner with the most advanced laser companies (e.g. Cynosure, Sciton and Candela) in medical aesthetics to provide you the results you are looking for in skin rejuvenation and laser hair removal.

Southern Surgical Arts is a training center for other physicians and surgeons from around the nation. Dr. Deal, D. Gardner and Dr. Nease train other surgeons how to use their new laser technology, from non-ablative skin rejuvenation to the surgical applications of SmartLipo and Vaser Hi-Def in the operating room. Our nurses and aestheticians receive the highest level of training from companies like Allergan, Galderma, Merz and SkinCeuticals as well as attend continuing education courses off-site and on-site.

Our Medical Spa Services include:

- ☐ Laser hair reduction
- ☐ Laser tattoo removal
- ☐ Laser & light skin rejuvenation
- ☐ Laser peels
- ☐ Laser skin resurfacing
- ☐ Botox<sup>®</sup> & Dysport<sup>®</sup>
- ☐ Facial fillers
- ☐ Latisse<sup>®</sup>
- ☐ Chemical peels
- ☐ Facials
- ☐ Prescription skin care
- ☐ Acne treatments
- ☐ Microdermabrasion
- ☐ Non-invasive fat reduction
- ☐ Micro-needling
- ☐ Vein treatment (other vein disorders can be treated in The Vein Institute located on the 3<sup>rd</sup> floor at SSA)

## LOCATIONS

### **Calhoun**

Southern Surgical Arts  
120 Cornerstone Way, Ste 3  
Calhoun, GA 30701

### **Chattanooga**

Southern Surgical Arts  
1405 Cowart Street, Suite 201  
Chattanooga, TN 37408

## **COMMUNICATION**

So that we can help you stay in touch with the latest information about us, we have created several ways for you to contact us or be in the know:

- ☐ Website – [www.southernsurgicalarts.com](http://www.southernsurgicalarts.com)
- ☐ The Surgical Artist's Blog – <http://www.southernsurgicalarts.com/blog>
- ☐ Specials Offers
  - o Website – <http://www.southernsurgicalarts.com/cosmetic-surgery-special-offers>
  - o Email Newsletter – information, special offers and other related cosmetic surgery and aesthetic procedures, sent monthly
  - o Birthday Emails – 20% Discount for the month of your birthday! (laser & spa services only)
- ☐ Follow Us on Facebook – <http://www.facebook.com/SouthernSurgicalArts>

- ☐ Find Us on Twitter – @SouthernSurgery
- ☐ Find Us on Instagram – @southernsurgicalarts
- ☐ Your Southern Surgical Arts team of experts – Dr. Deal, Dr. Gardner, Dr. Nease, nurses, aestheticians will call you or email you occasionally to see how you are doing. We welcome your feedback on how we are doing, too!
- ☐ Real Patient Ratings – Our 3rd party verified review service will send you an email requesting your feedback about your experience with Southern Surgical Arts! It's one of the primary ways we can learn to improve.
- ☐ You will receive a patient survey from Real Patient Ratings as well.

### **CONSENT #1: HEALTH HISTORY ACKNOWLEDGEMENT**

The health history can be found on our online patient portal, which can be found on our Web site at <http://www.southernsurgicalarts.com/index.cfm/PageID/8535>. This is Step One and should have already been completed.

I have completed the health history forms to the best of my knowledge. I have disclosed all the information related to my past and current medical history, including any medical diseases, past surgeries and current medications and allergies, and all other relevant information as requested. I understand the importance of disclosing this information and how it may affect the outcome of any service, treatment or surgical procedure performed by the physicians and staff at Southern Surgical Arts.

### **CONSENT #2: PATIENT RIGHTS AND RESPONSIBILITIES**

In order for us to deliver consistent, professional, high quality service to you we have guidelines, which help us to achieve your expectations as well as responsibilities on your part as the patient. This is to inform you of our promise to you as your healthcare provider and your responsibilities to us. Please feel free to ask any questions or voice any opinions you may have concerning your healthcare. It is our goal to deliver exceptional care to you, our valued client.

#### **PATIENT RIGHTS**

- You have the right to prompt and adequate response to reasonable request and needs for treatment or services, within our capacity.
- You have the right to choose a healthcare provider who can give you high quality health care when you need it or to refuse examination or care by a specific healthcare professional. You have the right to refuse to participate in experimental research.
- You have the right to accurate and easily understood information about your health plan, healthcare professionals, and health care facilities. If you speak another language, have a physical or mental disability, or just don't understand something, help will be provided so you can make informed health care decisions.
- You have the right to information regarding services available at Southern Surgical Arts and the cost of these services.
- You have the right to know your treatment options and to take part in decisions about your care. Parents, guardians, family members, or others that you select can represent you if you cannot make your own decisions.

- You have a right to considerate, respectful care from your doctors, health plan representatives, and other health care providers that does not discriminate against you.
- You have the right to talk privately with health care providers and to have your health care information protected. You also have the right to a copy your own medical record. You have the right to ask that your doctor document in your records any corrections to inaccurate, irrelevant, or incomplete information.
- You have a right to a fair, fast, and objective review of any complaint you have against your health plan, doctors, hospitals or other health care personnel. This includes complaints about waiting times, operating hours, the actions of health care personnel, and the adequacy of the health care facility.
- You have the right upon request to receive a copy of any itemized bill or statement of your charges.
- You have the right to after hours contact numbers. You may contact a nurse after hours at 423-987-7306. If a medical emergency arises always dial 911.
- You have a right to our payment policy for all services rendered.
- You have a right to all credentials for the facility and for healthcare professionals.

### **PATIENT RESPONSIBILITY**

- You are responsible for providing complete and accurate information to the best of your ability about your health, any medications, including over the counter products and dietary supplements, present complaints, past illnesses, hospitalizations, advanced directives, power of attorney, or other directive that could affect your care, any allergies or sensitivities, and other matters relevant to health or care.
- You are responsible for keeping all appointments or contacting the office 24 hours prior to your appointment to cancel.
- You are responsible to inform Southern Surgical Arts promptly if you do not understand any matter relating to your care and treatment or instructions with which you cannot comply.
- You are responsible to follow the treatment plan prescribed by your provider.
- You are responsible to be considerate to other patients and to see that any person with you is considerate, particularly with reference to noise.
- You are responsible for providing a responsible driver to transport you home and remain with you for 24 hours if required by your physician.
- You are responsible to observe the smoke-free policy at our office.
- You must accept personal financial responsibility for any charges for services rendered at Southern Surgical Arts and for any charges not covered by insurance if insurance is filed.
- You are responsible to provide necessary information regarding coverage of your charges.
- You must be respectful to all the health care providers and staff.
- You are responsible for your actions if you refuse treatment or do not follow your provider's instructions.
- You are responsible for all products purchased at Southern Surgical Arts and understand that these may be prescription products, which are by state law nonrefundable.

### **CONSENT #3: PRIVACY NOTICE**

This notice describes how medical information about you may be used and disclosed and how you can get access to this information. Please review it carefully. This Privacy Notice is being provided to you as a requirement of a federal law, the Health Insurance Portability and Accountability Act (HIPAA). This Privacy Notice describes how we may use and disclose your protected health information to carry out treatment, payment or health care operations and for other purposes that are permitted or required by law. It also describes your rights to access and control your protected health information in some cases. Your “protected health information” means any written and oral health information about you, including information that is created or received by your health care provider, and that relates to your past, present or future physical or mental health or condition.

#### **USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION**

Southern Surgical Arts may use your protected health information for purposes of providing treatment, obtaining payment for treatment, and conducting health care operations. Your protected health information may be used or disclosed only for these purposes unless Southern Surgical Arts has obtained your authorization or the use or disclosure is otherwise permitted by the HIPAA privacy regulations or state law. Disclosures of your protected health information for the purposes described in this Privacy Notice may be made in writing, orally, or by facsimile.

**A. Treatment.** We will use and disclose your protected health information to provide, coordinate, or manage your health care and any related services. This includes coordination or management of your health care with a third party for treatment purposes. For example, we may disclose your protected health information to a laboratory, pharmacy or treating physicians.

**B. Payment.** Your protected health information will be used, as needed, to obtain payment for the services that we provide. This may include certain communications to your health insurance company to get approval for the procedure that we have scheduled (i.e. pre-authorization or prior approval). We may also disclose protected health information to your health insurance company to determine your eligibility for benefits or whether a particular service is covered under your plan or to demonstrate medical necessity of the services or as required by your insurance company, for utilization review. We may also disclose protected health information to another provider involved in your case for the other provider’s payment activities. This may include disclosure of demographic information to anesthesia care providers.

**C. Operations.** We may use or disclose your protected health information as necessary for our own health care operation to facilitate the function of the ASC and to provide quality care to all patients. Health care operations include such activities as: quality assessment and improvement activities, employee review activities, post-operative patient assessment, training programs, including those in which students, trainees, or practitioners in health care learn under supervision, accreditation, certification, licensure, or credentialing activities, review and auditing, including compliance review, medical reviews, legal services and maintaining compliance programs, and business management and general administrative activities.

**D. Others Uses and Disclosures.** As a part of your treatment, payment and health care operations, we may also use or disclose your protected health information for the following purposes: to remind you of your surgery date, provide pre-operative instructions and discuss financial arrangements.

Federal privacy rules allow us to use or disclose your protected health information without your permission or authorization for a number of reasons including the following:

**A. When Legally Required.** We will disclose your protected health information when we are required to do so by any federal, state, or local law.

**B. When There Are Risks to Public Health.** We may disclose your protected health information for the following public activities and purposes:

- To prevent, control, or report disease, injury or disability as permitted by law.
- To report vital events such as birth or death as permitted by or required by law.
- To conduct public health surveillance, investigations and interventions as permitted or required by law.
- To collect or report adverse events and product defects, track FDA regulated products, enable product recalls, repairs or replacements to the FDA and to conduct post marketing surveillance.
- To notify a person who has been exposed to a communicable disease or who may be at risk of contracting or spreading a disease as authorized by law.
- To report to an employer information about an individual who is a member of the workforce as legally permitted or required.

**C. To Report Suspected Abuse, Neglect, or Domestic Violence.** We may notify government authorities if we believe that a patient is the victim of abuse, neglect or domestic violence when specifically required or authorized by law or when the patient agrees to the disclosure.

**D. To Conduct Health Oversight Activities.** We may disclose your protected health information to a health oversight agency for activities including audits; civil, administrative, or criminal investigations, proceedings, or actions; inspections; licensure or disciplinary actions; or other activities necessary for appropriate oversight as authorized by law. We will not disclose your health information under this authority if you are the subject of an investigation and your health information is not directly related to your receipt of healthcare or public benefits.

**E. In Connection With Judicial and Administrative Proceedings.** We may disclose your health information in the course of any judicial or administrative proceedings in response to an order of a court of administrative tribunal as expressly authorized by such order. In certain circumstances, we disclose your health information in response to a subpoena to the extent authorized by state law if we receive satisfactory assurances that you have been notified of the request or that an effort was made to secure a protective order.

**F. For Law Enforcement Purposes.** We may disclose your health information to a law enforcement official for law enforcement purposes as follows:

- As required by law for reporting of certain types of wounds or other physical injuries.
- Pursuant to court order, court-ordered warrant, subpoena, summons or similar process.
- For the purpose of identifying or locating a suspect, fugitive, material witness or missing person.
- Under certain limited circumstances, when you are the victim of a crime.
- To a law enforcement official if the Center has a suspicion that your health was the result of a crime.

- In an emergency to report a crime.

**G. TO CORONER, FUNERAL DIRECTORS, AND ORGAN DONATION.** We may disclose health information to a coroner or medical examiner for identification purposes, to determine cause of death or for the coroner or medical examiner to perform other duties authorized by law. We may also disclose health information to a funeral director, as authorized by law, in order to permit the funeral director to carry out their duties.

**H. FOR RESEARCH PURPOSES.** We may use or disclose your health information for research when the use or disclosure for research has been approved by an institutional review board that has reviewed the research proposal and research protocols to address the privacy of your protected health information.

**I. In the Event of a Serious Threat to Health or Safety.** We may, consistent with applicable law and ethical standards of conduct, use or disclose your health information if we believe, in good faith that such use or disclosure is necessary to prevent or lessen a serious and imminent threat to your health and safety or to the health and safety of the public.

**J. For Specified Government Functions.** In certain circumstances, federal regulations authorize the Center to use or disclose your health information to facilitate specified government functions relating to military and veterans activities, national security and intelligence activities, protective services for the President and others, medical suitability determinations, correctional institutions, and law enforcement custodial situations.

**K. For Worker's Compensation.** The Center may release your health information to comply with worker's compensation laws or similar programs.

We may disclose your health information to your family member or a close family friend if it is directly relevant to the person's involvement in your surgery or payment related to your surgery. We can also disclose your information in connection with trying to locate or notify family members or others involved in your care concerning your location, condition or death. You may object to these disclosures. If you do not object to these disclosures or we can infer from the circumstances that you do not object or we determine, in the exercise of our professional judgment, that it is in your best interests for us to make disclosure of information that is directly relevant to the person's involvement with your care, we may disclose your health information.

### **OUR DUTIES**

Southern Surgical Arts is required by law to maintain the privacy of your health information and to provide you with this Privacy Notice of our duties and privacy practices. We are required to abide by terms of this Notice as may be amended from time to time. We reserve the right to change the terms of this Notice and to make the new Notice provisions effective for all future health information that we maintain. If the Southern Surgical Arts changes its Notice, we will provide a copy of the revised Notice by sending a copy of the revised Notice via regular mail or through in-person contact.

### **COMPLAINTS**

You have the right to complaints to Southern Surgical Arts and to the secretary of Health and Human Services if you believe that your privacy rights have been violated. You may complain to the Center by contacting the Privacy Officer verbally, or in writing using the information below. We encourage you to express any concerns you may have regarding the privacy of your information. You will not be retaliated



against in any way for filing a complaint.

### **CONTACT PERSON**

This Center's contact person for all issues regarding patient privacy and your rights under the federal privacy standards is the Privacy Officer. Information regarding matters covered by this Notice can be requested by contacting the Privacy Officer. If you feel that your privacy rights have been violated by this Center, you may submit a complaint to our Privacy Officer at:

Southern Surgical Arts  
ATTN: Privacy Officer  
1405 Cowart Street, Suite 201  
Chattanooga, TN 37408

The Privacy Officer can be contacted by telephone at 423.266.3331 Effective Date. This Notice is effective April 14, 2015.

### **CONSENT #4: NON-PARTICIPATING ACKNOWLEDGEMENT**

Dr. Deal, Dr. Gardner and Dr. Nease do not submit insurance claims for any services rendered nor do they help facilitate the insurance claim process (including providing insurance codes). If you choose to apply for insurance reimbursement then you will be responsible for submitting claims to your insurance company.

### **CONSENT #5: MEDICARE/MEDICAID AGREEMENT**

Dr. Deal, Dr. Gardner and Dr. Deal do not participate with Medicare/Medicaid and will not submit claims to Medicare/Medicaid for services rendered. I will not in any way submit a claim to Medicare/Medicaid for any services provided by Southern Surgical Arts.

### **CONSENT #6: FINANCIAL POLICY**

The financial policy for all patients of Southern Surgical Arts is as follows in the paragraphs below, to ensure that you are fully informed throughout our relationship.

- Ten percent (10%) of your surgical proposal is due at the time you select a surgery date. This is a non-refundable deposit that cannot be applied or used for any other future cosmetic procedures, products or services at SSA. We will not schedule your surgical procedure without receiving the 10% deposit.
- Your final balance, paid in full, is due two (2) weeks prior to your surgery date and is also non-refundable. If payment is not received two (2) weeks prior to your planned procedure, your surgery may be postponed or cancelled. If you would like to reschedule your procedure less than two (2) weeks prior to your surgery date, a rescheduling fee (equal to your deposit) will apply.
- All patients must complete their pre-operative appointment and submit all necessary labs (including EKG, Mammogram, medical clearance, or other labs if requested by your surgeon) at least two weeks prior to surgery. It is your responsibility to notify our office if your contact information

changes or needs to be updated. We will attempt to contact you three times if you have not completed a preoperative appointment. If we are unable to reach you within 72 hours of our first attempt, then we reserve the right to cancel your surgery. If you wish to reschedule for a future date, a rescheduling fee (equal to your deposit) may apply. Please arrive on time the day of surgery. We reserve the right to reschedule your surgery or charge a fee for being late to your appointment.

- Testing for nicotine and illicit drugs (including weight loss pills) are routinely performed on patients the day of surgery. Should you test positive, refuse to be tested or decide not to follow the instructions given to you by our clinical staff, then we reserve the right to cancel your procedure for that day. If you believe the test results are inaccurate, then you have the right to submit a blood test. If the blood test is negative then you will not be charged a rescheduling fee.
- You must have an adult caregiver (minimum 18 years of age and aware of your surgical procedures) with you at all times for the first 24 hours after surgery. Please contact our pre-op nurse if you have questions regarding your caregivers expected responsibilities. If you do not have an appropriate caregiver with you at the time of surgery, we may cancel your procedure and a rescheduling fee will apply, up to 30% of your total fees.
- At SSA, your safety is always our number one priority. The operating room fees in your surgery proposal are our best estimate of the time it will take to achieve your cosmetic goals. In order to avoid additional billing on any surgery involving liposuction, we estimate the operating room time based on your Body Mass Index at the time of your consultation. Your BMI will fluctuate with any changes in weight. If your BMI has increased by two or more points on the day of the surgery, we may reschedule certain procedures, or you will be charged an additional \$800 per point to cover the additional anesthesia and operating room fees associated with additional procedure time.

We accept all major credit cards, cash or check. We also offer patient financing through many financing companies that meet your budgetary needs. Prescription medications and lab work are not included in financial proposal at Southern Surgical Arts. We have a full-time financial coordinator on staff to assist you with your financing choices.

#### **Cancellation & Financial Policy (for non-surgical procedures and appointments)**

We require that you provide a credit card to reserve your appointment. We will not charge you for the consultation unless you do not provide a 24-hour courtesy notice. We will charge your credit card \$100 for any appointment that isn't rescheduled 24 hours prior.

If you have any questions or need assistance with financial matters, please contact Tracie Lance.

#### **Revision Policy**

Due to the variable nature of healing, a patient may elect to have additional surgery performed to modify the results of their original surgery. This revision surgery is purely the choice of the patient, often in effort to further improve outcomes and improve patient satisfaction. These situations are inevitable when performing the art of cosmetic surgery and the extreme variation in each individual patient in response to similar techniques. Certainly all involved want the best possible outcome.

There will be a minimum charge of \$950.00 for the use of the facility, staffing, supplies, anesthesia and materials needed to perform revision surgery. We encourage all of our patients to remain weight stable post-operatively to maintain ideal results. Additional fees may be appropriate and will be determined in consultation privately. These fees cover the costs of anesthesia and OR supplies. Higher or lower fees may be charged at the discretion of Dr. Deal, Dr. Gardner or Dr. Nease.

This policy has been presented at the time of consultation in order to more fully inform patients of the high costs of surgery and limit the uncertainty of possible charges in the future.

#### **CONSENT #7: SMOKERS & SECOND HAND SMOKE EXPOSURE**

Smoking, Second-Hand Smoke Exposure, Nicotine Products (Patch, Gum, Vapor, Nasal Spray or Smokeless Tobacco)

Patients, who are currently smoking, use tobacco products or nicotine products (patch, gum, vapor, nasal spray or smokeless tobacco) are at a greater risk for significant surgical complications including skin necrosis, delayed healing and additional scarring. Individuals exposed to second- hand smoke are also at potential risk for similar complications attributable to nicotine exposure. Additionally, smoking may have a significant negative effect on anesthesia and recovery from anesthesia, with coughing and possibly increased bleeding. Some complications that are more common in smokers include: bleeding, infection, blood clots, pulmonary embolus, poor healing, increased bruising, major wound breakdown, failure of flap surgery, wound and chest infections, pneumonia, thrombosis, and heart and lung complications. Individuals who are not exposed to tobacco smoke or nicotine-containing products have a significantly lower risk of this type of complication.

It is important to refrain from smoking or using nicotine products for at least six weeks before surgery and until my physician states it is safe to resume, if desired, when I am completely recovered from my procedure.

There is also a risk of second- hand smoke exposure that can cause surgical complications. Avoid second hand smoke for six weeks before and after my surgery.

Testing for nicotine is routinely performed on patients the day of surgery. Should you test positive for nicotine products, we reserve the right to cancel your procedure scheduled for that day. Refunds will not be given in this instance.

#### **CONSENT #8: AGREEMENT AS TO RESOLUTION OF CONCERNS**

“Physician” shall be understood to mean Dr. Chad Deal, Dr. Vincent Gardner & Dr. Carey Nease. I understand that I am entering into a contractual relationship with one of the above named Physicians 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 diplomats in good standing of the American Board of Cosmetic Surgery (ABCS). I agree the expert(s) will be obligated to adhere to the guidelines or code of conduct defined by the ABCS and that the expert(s) will be obligated to fully consent to formal review of conduct by such society and its members.

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.

Patient/guardian and Physician acknowledge that monetary damages may not provide an adequate remedy for breach of this Agreement. Such breach may result in irreparable harm to Physician's reputation and business. Patient/guardian and Physician agree in the event of a breach to allow specific performance and/or injunctive relief.

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

#### **CONSENT #9: MEDICATIONS, VITAMINS AND SUPPLEMENTS TO AVOID**

Your safety in surgery requires that you disclose all medications, vitamins and supplements that you regularly take. In the days prior to surgery, you will be required to stop taking certain medications, vitamins and supplements, both those you regularly take, and those that may be taken incidentally for pain or other symptoms. Please notify our office of any and all medications you take during the 14 days prior to surgery.

If you have taken a medication that may put you at risk for a complication such as excess bleeding, it may require that your surgery be rescheduled or postponed. This is for your safety. Before you stop taking any prescription drugs, you must receive clearance from the prescribing physician. Please notify our office immediately if you do not receive clearance to stop taking your prescribed medications. The following drugs could cause life-threatening problems with surgery. If you are on any of the following medications, you must discuss this with the doctor. Patients who take these drugs may require laboratory tests and a consultation to determine when they may safely undergo a surgical procedure. These include but are not limited to:

Coumadin	Elmiron – IC Persantine	Low Molecular Weight
Plavix	Accutane	Heparin
Non-Prescribed or Illicit	Steroids Methotrexate	
Drugs	Fragmin	

Aspirin, aspirin-containing medications and anti-inflammatory agents must not be taken in the 2 weeks prior to your scheduled surgery date. Always read the active ingredients on any over-the-counter or prescription medications. For your reference, we have attached is a list of common drugs containing aspirin. Aspirin and aspirin containing medications include, but are not limited to, the following:

Alka Seltzer	Excedrin	APAC Tablets
Equagesic	Anacin	Fiorinal #3
Alka Seltzer Plus	Fiorinal	Sodium Salicylate

Doan's Pills	Cope	Encarprin
SOMA	Robixisal	Magnaprin
ASA + Codeine	Darvon Compound	Arthropan
Momentum	Sine Off	Measurin
Ascriptin	Darvon Compound 65	Aspirin Tablets USP
Norgesic	Synalgos	Medipren
Asperbuf	Axotoal	ASA Midol
Norgesic Forte	Orphengesic Forte	PAC
Aspergum	BAC	Bayer Aspirin
Orphengesic	Ecotrin	Pamprin
APC Tablets	Synalgos DC	Bufferin
Lortab ASA	Emprin Compound	Percodan
Arthritis Pain Reliever	Trigesic	Butalbital Compound
Carisprodal Compound	Emprin Compound #3	Percodan Demi
Propox Demi	Vanquish	

There are several medications that fall under a separate category that must also be discontinued 2 weeks prior to your scheduled surgery date. A list of these medications is as follows:

Anti-Inflammatory medications include, but are not limited to, the following:

Advil	Naproxen	Tolectin
Cataflam	Ruten	Motrin
Orudis	Meclomen	Clinoril
Toradol	Nuprin	Voltaren
Ifen	Ibuprofen	Naprosyn
Nalfon	Aleve	Indomethocin
Anaprox	Ovuvail	Feldene
Daypro	Indocin	Endep
Phenylbutazone	Dolobid	Oraflex
Ansaid	Butazolidin	

Additional medications to avoid include, but are not limited to the following:

Chloratrimeton	Tetracycline	Mysteclin F
Elavil	Pamelor Ru – Tuss Lioresal	Parnate
St. John's Wort	Zomax	Surmontil
Phentermine	Vibramycin	Nicobid
Vitamin E	Etiafon	Triavil
Phendimetrazine	Imitrex	Tenuat
Flagyl	Tagamet	Dospan
	Flexeril	

## **CONSENT #10: CONSENT FOR PHOTOGRAPHY**

I hereby authorize Chad Deal, MD, Vince Gardner, MD, Carey J. Nease, MD, Southern Surgical Arts and their employees or associates to photograph me, take motion pictures, video, electronic, digital or computer recordings or reproductions of me. All of the above listed will be hereinafter referred to as “photographic” or “electronic reproductions.” This authorization includes the taking of photographic or electronic reproductions of any part of my body. These photos are not be used for specific financial gain, but as a tool for future patient education as to possible results of desired surgical treatment.

The photographs shall be used for my medical records, and if in the judgment of my physician, medical research, patient education or science will be benefited by their use, such photographs and information relating to my case may be published and republished, either separately or in connection with each other, in professional journals, medical books, our website or used for any other purpose which he may deem proper in the interest of medical education, patient education, knowledge or research: provided, however, that it is specifically understood that in any such publication or use I shall not be identified by name.

I authorize the use of any such photographic or electronic reproductions of me for any purpose, including by not limited to scientific or educational purposes, including publications or reproduction in all forms of media, whether public or private including the internet: provided, however, that it is specifically understood that I shall not be identified by name. I understand that I may be identifiable from such photographic or electronic reproductions. Such identification is never intentional but can occur.

The aforementioned photographs may be modified or retouched in any way that my physician, in his direction, may consider desirable. This modification will be done to reformat and never to alter surgical results or interpretation of true surgical outcome.

I understand that I may refuse to consent to the taking of photographic or electronic reproductions or that I may limit the taking or use of any such photographic or electronic reproductions without prejudice to my care. Please inform us specifically which limitations you wish to impose.

Unless you, the patient, state otherwise in writing, this consent will be considered valid for the taking of all photographs or electronic reproductions until such time that an alternative written consent or denial of consent for photographs is obtained or requested in writing. If any provision of this consent is held invalid or enforceable, the remaining provisions shall remain in full force and shall not be affected by the invalidity of any other provisions.