



## SOUTHERN SURGICAL ARTS

### *The Art of Beauty*

Dear Patient,

Welcome to Southern Surgical Arts, the cosmetic surgery practice of two Board-Certified Cosmetic Surgeons, Carey Nease, MD and Chad Deal, 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 Dr. Nease and/or Dr. Deal, and/or any of his staff members. It will also contain information about our three 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 skills and 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 coordinator, 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 we can assure you we will do our utmost to achieve the results you desire.

Sincerely,

Carey Nease, MD, Chad Deal, MD and Staff

Southern Surgical Arts

## STAFF

- Carey Nease, MD – Triple Board-Certified Cosmetic Surgeon
  - Board-Certified by the American Board of Cosmetic Surgery
  - Board-Certified by the American Board of Otolaryngology, Head and Neck Surgery
  - Board Certified by the American Board of Facial Plastic and Reconstructive Surgery
- Chad Deal, MD – Double Board-Certified Cosmetic Surgeon
  - Board-Certified by the American Board of Cosmetic Surgery
  - Board-Certified by the American Board of Surgery
- Tara Margarella, MD - Fellow, Cosmetic Surgeon in training with Dr. Nease and Dr. Deal (2011-2012), Board-Eligible by the American Board of Surgery
- Nurses – Jennifer Peel, RN and Nicole Young, RN, Tracy Bryan, CRNA
- Aestheticians – Tammy Capel and Amy Cheek
- New Patient Coordinator - Tracie Lance, MBA

## SERVICES

### Cosmetic Surgery

Dr. Nease and Dr. Deal 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 Dr. Nease and Dr. Deal's experience, skill, technology and artistry is the reason Dr. Nease was recently selected as ***Best of the Best Cosmetic Surgeon in Chattanooga, TN and Dalton, GA for two years in a row.***

Procedures Offered:

- Laser Face & Neck Lifts
- Eye & Brow Lifts
- Rhinoplasty (Nose reshaping)
- Full-face Rejuvenation
- Breast Augmentation, Silicone or Saline
- Breast Lift and Reduction
- SmartLipo LASER Body Sculpting
- Liposuction
- Tummy Tuck
- Mommy Makeover
- Brazilian Butt Lift with Fat Transfer
- Labiaplasty

### Medical Spa Services

Southern Surgical Arts is known as being a leader among cosmetic and plastic surgery practices when it comes to non-surgical, medical spa, injectables, facials and skin care services. In 2009, Southern Surgical Arts' practice was selected as Best Cosmetic Surgery Center and Medical Spa. At Southern Surgical Arts, we partner with the most advanced laser companies (Cynosure, Sciton and Candela) in medical aesthetics to provide you the results you are looking for in skin rejuvenation and laser hair removal.

For the past two years, Southern Surgical Arts has been a training center for other physicians and surgeons from around the nation. Dr. Nease and Dr. Deal often train other surgeons in best practices in cosmetic surgery. Dr. Nease commonly trains other surgeons how to use their new laser technology, from non-ablative skin rejuvenation to the surgical applications of SmartLipo in the operating room. And, our nurses receive the highest level of training from

companies like Allergan, Medicis (Restylane), and Obagi as well as attend continuing education courses off-site and on-site with Dr. Nease and Dr. Deal.

Our Medical Spa Services include:

- Laser Hair Removal, all skin types
- Laser Rejuvenation – Wrinkles, Brown spots, Rosacea, Acne, scarring
- Botox and Dysport
- Injectable Fillers – Restylane, Juvaderm, Perlane, Radiesse and Sculptra
- Microdermabrasion
- Facials and Chemical peels
- Prescription Skin Care
- Spider Vein Treatments

## LOCATIONS

### Calhoun

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

Southern Surgical Arts in Calhoun is a fully accredited AAAHC surgery center conveniently located off I-75 between Atlanta and Chattanooga. Dr. Nease sees patients for consults and operates at the surgery center in Calhoun. Patients will also be able to have their pre-op and post-appointments in Calhoun as well as any medical spa appointments in Calhoun. Hospital affiliation in Calhoun is Gordon Hospital.

### Chattanooga

Southern Surgical Arts  
200 Manufacturers Road, Suite 105  
Chattanooga, TN 37405

Southern Surgical Arts' newest location in Chattanooga will be ready Summer 2011! Dr. Nease and Dr. Deal will see patients for consults and all pre-op, post-op and medical spa appointments will also be available in Chattanooga. Currently, Dr. Nease and Dr. Deal see patients and operate at Grandview Medical Center in Jasper, TN, just 15 minutes west of downtown Chattanooga on I-24.

## TREATMENT AND COMMUNICATION POLICY

### Treatment

As a policy, we will follow up with you routinely to assess your treatment outcome and your satisfaction with the products, the technology, your experience and our service. It is our mission that you love being our patient! Please let us know what method of contact you prefer (cell phone, email, text, home, etc).

For Cosmetic Surgery Patient treatment guidelines, please refer to our New Cosmetic Surgery Information Pack located on our website or in our office. This guide is a wealth of information about preparation before your surgery and what to expect the first 48 hours and in the weeks following your cosmetic surgery procedure. We want to make sure you are well informed and have a great experience.

For Medical Spa Patients, our treatment and communication policy guidelines are based more on each specific procedure. Your nurse and/or aesthetician will call you or email you to follow up with your results after your treatment. We will also monitor your progress and results at all scheduled follow-up appointments. It is very important that you are

dedicated to the instructions given to you at your appointment so that you can have the best chance of achieving your goals. Remember, that we are partnering with you to give you the look you want, and we need you to think of us as your team members in getting you there. Compliance is key whether it is your skin care regimen, Botox, microdermabrasion, chemical peel appointments, or laser hair removal sessions.

### **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.southernurgicalarts.com](http://www.southernurgicalarts.com)
- The Surgical Artist's Blog - <http://www.southernurgicalarts.com/index.cfm/PageID/6863>
- Specials Offers
  - o Website -<http://www.southernurgicalarts.com/index.cfm/PageID/6921>
  - o Email Blast – information and special offers, sent monthly
  - o Birthday Card Emails – 20% Discount for the month of your birthday! (medical spa services only)
- Follow Us on Facebook – <http://www.facebook.com/SouthernSurgicalArts>
- Find Us on Twitter – @SouthernSurgery
- Your Southern Surgical Arts team of experts – Dr. Deal, 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!
- Post-consultation and post-operative surveys – you will receive a survey from our office. We would appreciate you giving us feedback about your experience with Southern Surgical Arts! It's one of the primary ways we can learn to improve.

## FINANCIAL AND REVISION POLICIES

### **Financial Policy**

We are delighted that you have chosen our practice and facility for your cosmetic surgery needs. At this time, we would like to share our financial and revision policies with you to assure that you have the best surgical experience possible and are fully informed throughout our relationship.

- 10% of your surgical fees are due when you select a surgery date. This is a non-refundable deposit. The deposit cannot be applied or used for any future cosmetic procedures, products or services in our medical spa. We cannot schedule your surgical procedure without receiving the 10% deposit.
- Your final balance is due two (2) weeks prior to your surgery date and is non-refundable. There will be no exceptions to this policy. If payment is not received two (2) weeks prior to surgery, your surgery may be postponed or cancelled.
- If your surgery is scheduled within two weeks from the date of consultation, we cannot accept a personal check for payment.
- You may reschedule 48 hours prior to the surgery date in the event of an emergency. Cancellations made within 48 hours of surgery will not be refunded. The procedure may be rescheduled at the discretion of Dr. Nease or Dr. Deal and a rescheduling fee, minimum \$500, may apply.
- 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 for that day. Refunds will not be given in this instance; however, your procedure may be rescheduled for a later date at Dr. Nease or Deal's sole discretion. Should you choose or be allowed to reschedule your procedure, a minimum fee of \$1000 will be required.
- We accept all major credit cards, cash or check. We also offer patient financing through Care Credit, Med Choice, and Chase Health Advance. We are happy to provide you with information regarding these programs, and we have a full-time financial coordinator on staff to assist you with your financing choices.

### **Insurance Coverage**

We do not accept insurance payments for any cosmetic, elective services or procedures. We ask for payment in full before any surgical procedure will be completed and at the time of service for all other non-invasive or spa services.

Dr. Nease or Dr. Deal do not participate with Georgia Medicaid or TennCare and will not submit claims to Medicaid or Medicare for cosmetic services rendered.

### **Cancellation Policy**

We understand that a situation may arise that could force you to postpone your surgery. Please understand that such changes affect not only your surgeon, but other patients as well. The physician's time, as well as that of the operating room staff, is a precious commodity, and we request your courtesy and concern.

**All deposits are NON-REFUNDABLE.** We can reschedule an appointment for surgery with over 7 days notice. If you need to cancel a surgical procedure with less than 7 days notice, your deposit cannot be returned and the deposit cannot be used for a future procedure. If you choose to reschedule the appointment, you will be asked for another non-refundable deposit (minimum \$500) to secure your space on the surgical schedule.

If you have any questions or need assistance with financial matters, please ask Tracie Lance, our financial director, to help you.

### **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 \$500.00 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. If a revision is needed more than 1 year from your original procedure date, there is a minimum \$1,000.00 charge to schedule. These fees cover the costs of anesthesia and OR supplies. Higher or lower fees may be charged at the discretion of Dr. Nease or Dr. Deal.

Our physicians may elect to waive any professional fees if, in the mutual agreement of the patient and physician, this treatment is a recommended procedure and the benefits associated with the procedure outweigh the risks. At no time will this agreement constitute an admission of guilt or responsibility for any future reduction in fees. The fee for revision surgery is due at the time of scheduling as described above.

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.

## NOTICE OF PRIVACY PRACTICES

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

Southern Surgical Arts  
200 Manufacturers Road, Suite 105  
Chattanooga, TN 37405

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.

We respect our legal obligation to keep health information that identifies you private. We are obligated by law to give you notice of our privacy practices. This notice describes how we protect your health information and what rights you have regarding it.

#### TREATMENT, PAYMENT, AND HEALTH CARE OPERATIONS

The most common reason why we use or disclose your health information is for treatment, payment, or health care operations. Examples of how we use or disclose information for treatment purposes are: setting up an appointment for you, faxing a prescription to be filled, referring you to another doctor or clinic for care or services, or getting copies of your health information from another professional that you may have seen before us.

Examples of how we use or disclose your health information for payment purposes are: asking you about your health or vision care plans, or other sources of payment; preparing and sending bills or claims, and collecting unpaid amounts (either ourselves or through a collection agency or attorney). “Health care operations” mean those administrative and managerial functions that we have to do in order to run our office. Examples of how we use or disclose your health information for health care operations are: financial or billing audits; internal quality assurance personnel decisions; participation in managed care plans; defense of legal matters; business planning; outside storage of our records.

We routinely use your health information inside our office for these purposes without any special permission. If we need to disclose your health information outside of our office for these reasons, we will ask you for special written permission:

#### USES AND DISCLOSURES FOR OTHER REASONS WITHOUT PERMISSION

In some limited situations, the law allows or requires us to use or disclose your health information without your permission. Not all of these situations will apply to us; some may never come up at our office at all. Such uses or disclosures are:

- when a state or federal law mandates that certain health information be reported for a specific purpose; - for public health purposes, such as contagious disease reporting, investigation or surveillance; and notices to and from the federal Food and Drug Administration regarding drugs or medical devices;
- disclosures to governmental authorities about victims of suspected abuse, neglect or domestic violence; - uses and disclosures for health oversight activities, such as for the licensing of doctors; for audits by Medicare or Medicaid, or for investigation of possible violations of health care laws;
- disclosures for judicial and administrative proceedings, such as in response to subpoenas or orders of courts or administrative agencies;
- disclosures for law enforcement purposes, such as to provide information about someone who is or is suspected to be a victim of a crime; to provide information about a crime at our office; or to report a crime that happened somewhere else;
- disclosure to a medical examiner in identifying a dead person or to determine the cause of death; or to funeral directors to aid in burial; or to organizations that handle organ or tissue donations;
- uses or disclosures for health related research;
- uses and disclosures to prevent a serious threat to health or safety;
- uses or disclosures for specialized government functions, such as for the protection of the president or high ranking government officials, for lawful national intelligence activities; for military purposes; or for the evaluation and health of members of the foreign service;
- disclosures for de-identified information;

- disclosures relating to worker’s compensation programs;
- disclosures of a limited data set for research, public health, or health care operations;
- incidental disclosures that are an unavoidable by-product of permitted uses or disclosures;
- disclosures to “business associates” who perform health care operation for us and who commit to respect the privacy of your health information;

Unless you object, we will also share relevant information about your care with your family or friends who are helping with your care.

#### APPOINTMENT REMINDERS

We will call, text or email to remind you of scheduled appointments, or that it is time to make a routine appointment. We may also call or write to notify you of other treatments or services available at our office that might help you. Unless you tell us otherwise, we will email or text you an appointment reminder, and/or leave you a reminder message on your home or cell voicemail or with someone who answers your phone if you are not at home. Please let us know your preferred method of communication.

#### OTHER USES AND DISCLOSURES

We will not make any other uses or disclosures of your health information unless you sign a written authorization form. The content of an “authorization form” is determined by federal law. Sometimes, you may initiate the process if it’s your idea for us to send your information to someone else. Typically, in this situation you will give us a properly completed authorization form, or you can use one of ours.

If we initiate the process and ask you to sign an authorization form, you do not have to sign it. If you do not sign the authorization, we cannot make the use or disclosure. If you do sign one, you may revoke it at any time unless we have already acted in reliance upon it. Revocations must be in writing. Send them to the office contact person named at the beginning of this notice.

#### YOUR RIGHTS REGARDING YOUR HEALTH INFORMATION

The law gives you many rights regarding your health information. You can:

- Ask us to restrict our uses and disclosures for purposes of treatment (except emergency treatment), payment or health care operations. We do not have to agree to do this, but if we agree, we must honor the restrictions that you want. To ask for a restriction, send a written request to the office contact person at the address, fax or email at the beginning of this notice.
- Ask us to communicate with you in a confidential way, such as by phoning you at work rather than at home by mailing health information to a different address, or by using email to your personal email address. We will accommodate these 3 requests if they are reasonable, and if you pay us for any extra costs. If you want to ask for confidential communications, send a written request to the office contact person at the address, fax or email shown at the beginning of this notice.
- Ask to see or to get photocopies of your health information. By law, there are a few limited situations in which we can refuse to permit access or copying. For the most part, however, you will be able to review or have a copy of your health information within 30 days of asking us (or 60 days if the information is stored off-site). You may have to pay for photocopies in advance. If we deny your request, we will send you a written explanation, and instructions about how to get an impartial review of our denial if one is legally available. By law, we can have one 30-day extension of the time for us to give you access or photocopies if we send you a written notice of the extension. If you want to review or get photocopies of your health information, send a written request to the office contact person at the address, fax or email shown at the beginning of this notice.
- Get a list of the disclosures that we have made of your health information within the past six years (or a shorter period if you want). By law, the list will not include disclosures for purposes of treatment, payment or health care operations; disclosures with your authorization; incidental disclosures; disclosures required by law, and some other limited disclosures. You are entitled to one such list per year without charge. If you want more frequent

lists, you will have to pay for them in advance. We will usually respond to your request within 60 days of receiving it, but by law we can have one 30-day extension of time if we notify you of the extension in writing. If you want a list, send a written request to the office contact person at the address, fax or email shown at the beginning of this notice.

- ❑ Get additional paper copies of this notice of privacy practices upon request. It does not matter whether you got one electronically or in paper form already. If you want an additional paper copy, send a written request to the office contact person at the address, fax or email shown at the beginning of this notice.

## OUR NOTICE OF PRIVACY PRACTICES

By law we must abide by the terms of this notice of privacy practices until we choose to change it. We reserve the right to change this notice at any time as allowed by law. If we change this notice, the new privacy practices will apply to your health information that we already have as well as to such information that we may generate in the future. If we change our notice of privacy practices, we will post the new notice in our office, have copies available in our office, and post in on our Web site.

## COMPLAINTS

If you think we have not properly respected the privacy of your health information, you are free to complain to us or to the U.S. Department of Health and Human Services, Office for Civil Rights. We will not retaliate against you if you make a complaint. If you want to complain to us, send a written complaint to the office contact person at the address, fax or email shown at the beginning of this notice. If you prefer, you can discuss your complaint in person or by phone.

## MORE INFORMATION ABOUT PRIVACY

If you want more information about our privacy practices, call or visit the office contact person at the address or phone number shown at the beginning of this notice.

## MUTUAL AGREEMENT

Carey Nease, MD, Chad Deal, MD and Southern Surgical Arts agree to provide treatment to their cosmetic surgery patients. Dr. Nease and Dr. Deal take 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. Deal and Dr. Nease believe this is improper and may not be in the patients' best interest. Accordingly, Dr. Deal and Dr. Nease agree not to provide medical information for the purpose of marketing directly to Patient. Regardless of legal privacy loopholes, Dr. Deal and Dr. Nease will never attempt to leverage its relationship with Patient by seeking 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. Deal and Dr. Nease have invested significant financial and marketing resources in developing the practice. Nothing in this Agreement prevents a patient from posting commentary about the Physician - 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 Patient prepares such commentary for publication on web pages, blogs, and/or mass

correspondence about Dr. Deal and/or Dr. Nease, the Patient exclusively assigns all Intellectual Property rights, including copyrights, to Dr. Deal and Dr. Nease 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. Nease and/or Dr. Deal's last date of service to Patient. As a matter of office policy, Dr. Nease and Dr. Deal require all patients in its 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 Dr. Nease or Dr. Deal'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 of this Agreement may result in serious, irreparable harm. 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.

#### AGREEMENT AS TO RESOLUTION OF CONCERNS

I understand that I am entering into a contractual relationship with Carey Nease, MD, (Physician), Chad Deal, MD, (Physician) and Southern Surgical Arts 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, and may result in irreparable harm to a medical provider. As additional consideration for professional care provided to me by Physician, I, the patient/guardian and/or my representative agree not to advance, directly or indirectly, any false, meritless, and/or frivolous claim(s) of medical malpractice against Physician.

Furthermore, should a meritorious medical malpractice case or cause of action be initiated or pursued, I (the patient) and/or my representative agree to use board-certified expert medical witness (es) in the same specialty as Physician. Furthermore, I agree that these expert witnesses will be members in good standing of and adhere to the guidelines and / or code of conduct defined for expert witnesses by the American Board of Cosmetic Surgery.

In further consideration for this, Physician agrees to the same stipulations.

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.

#### CONSENT FOR PHOTOGRAPHY

I hereby authorize Carey J. Nease, MD, Chad Deal, MD, Southern Surgical Arts and his 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 unenforceable, the remaining provisions shall remain in full force and shall not be affected by the invalidity of any other provisions.